

# **BELLSOUTH® / CLEC Agreement**

***Customer Name: FlatPhone, Inc. d/b/a FlatPhone***

FlatPhone, Inc.	2
Table of Contents	3
General Terms and Conditions	5
Signature Page	24
Attachment 1 - Resale	25
Att 1 - Resale Discounts & Rates	49
Pre-Ordering, Ordering, Provisioning and Maintenance and Repair	58
Attachment 3 - Billing	66
Attachment 4 - Performance Measurements Introduction	76
Attachment 4 - Performance Measurements	78
Attachment 5 -Disaster Recovery Plan	290
Attachment 6 - BFR and NBR Process	299

**Resale Agreement**

**Between**

**BellSouth Telecommunications, Inc.**

**And**

**FlatPhone, Inc. d/b/a FlatPhone**

## **TABLE OF CONTENTS**

### **General Terms and Conditions**

- Definitions
- 1. CLEC Certification
- 2. Term of the Agreement
- 3. Parity
- 4. Court Ordered Requests for Call Detail Records and Other Subscriber Information
- 5. Liability and Indemnification
- 6. Intellectual Property Rights and Indemnification
- 7. Proprietary and Confidential Information
- 8. Resolution of Disputes
- 9. Taxes
- 10. Force Majeure
- 11. Adoption of Agreements
- 12. Modification of Agreement
- 13. Legal Rights
- 14. Indivisibility
- 15. Severability
- 16. Non-Waivers
- 17. Governing Law
- 18. Assignments and Transfers
- 19. Notices
- 20. Rule of Construction
- 21. Headings of No Force or Effect
- 22. Multiple Counterparts
- 23. Filing of Agreement
- 24. Compliance with Law
- 25. Necessary Approvals
- 26. Good Faith Performance
- 27. Rates
- 28. Rate True-Up
- 29. Survival
- 30. Entire Agreement

## **TABLE OF CONTENTS (cont'd)**

**Attachment 1 - Resale**

**Attachment 2 - Pre-Ordering, Ordering, Provisioning and Maintenance and Repair**

**Attachment 3 - Billing**

**Attachment 4 – Performance Measurements**

**Attachment 5 - BellSouth Disaster Recovery Plan**

**Attachment 6 – Bona Fide Request and New Business Request Process**

## AGREEMENT GENERAL TERMS AND CONDITIONS

**THIS AGREEMENT** is made by and between BellSouth Telecommunications, Inc., (BellSouth), a Georgia corporation, and FlatPhone, Inc. d/b/a FlatPhone (FlatPhone), a Florida corporation, and shall be effective on the Effective Date, as defined herein. This Agreement may refer to either BellSouth or FlatPhone or both as a “Party” or “Parties.”

### WITNESSETH

**WHEREAS**, BellSouth is a local exchange telecommunications company authorized to provide Telecommunications Services (as defined below) in the states of Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina and Tennessee; and

**WHEREAS**, FlatPhone is or seeks to become a CLEC authorized to provide telecommunications services in the states of Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina, and Tennessee; and

**WHEREAS**, pursuant to Sections 251 and 252 of the Act; FlatPhone wishes to purchase certain services from BellSouth; and

**NOW THEREFORE**, in consideration of the mutual agreements contained herein, BellSouth and FlatPhone agree as follows:

#### Definitions

**Affiliate** is defined as a person that (directly or indirectly) owns or controls, is owned or controlled by, or is under common ownership or control with, another person. For purposes of this paragraph, the term “own” means to own an equity interest (or equivalent thereof) of more than 10 percent.

**Commission** is defined as the appropriate regulatory agency in each state of BellSouth’s nine-state region (Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina, and Tennessee).

**Competitive Local Exchange Carrier (CLEC)** means a telephone company certificated by the Commission to provide local exchange service within BellSouth's franchised area.

**Effective Date** is defined as the date that the Agreement is effective for purposes of rates, terms and conditions and shall be thirty (30) days after the date of the last signature executing the Agreement. Future amendments for rate changes will also be effective thirty (30) days after the date of the last signature executing the amendment.

**End User** means the ultimate user of the Telecommunications Service.

**FCC** means the Federal Communications Commission.

**Telecommunications** means the transmission, between or among points specified by the user, of information of the user's choosing, without change in the form or content of the information as sent and received.

**Telecommunications Service** means the offering of telecommunications for a fee directly to the public, or to such classes of users as to be effectively available directly to the public, regardless of the facilities used.

**Telecommunications Act of 1996 (Act)** means Public Law 104-104 of the United States Congress effective February 8, 1996. The Act amended the Communications Act of 1934 (47 U.S.C. Section 1 et. seq.).

## **1. CLEC Certification**

- 1.1 FlatPhone agrees to provide BellSouth in writing FlatPhone's CLEC certification for all states covered by this Agreement except Kentucky prior to BellSouth filing this Agreement with the appropriate Commission for approval.
- 1.2 To the extent FlatPhone is not certified as a CLEC in each state covered by this Agreement as of the execution hereof, FlatPhone may not purchase services hereunder in that state. FlatPhone will notify BellSouth in writing and provide CLEC certification when it becomes certified to operate in any other state covered by this Agreement and upon receipt thereof, FlatPhone may thereafter purchase services pursuant to this Agreement in that state. BellSouth will file this Agreement with the appropriate Commission for approval.
- 1.3 Should FlatPhone's certification in any state be rescinded or otherwise terminated, BellSouth may, at its election, terminate this Agreement immediately and all monies owed on all outstanding invoices shall become due, and BellSouth may refuse to provide services hereunder in that state until certification is reinstated in that state, provided such notification is made prior to expiration of the initial term of this Agreement. FlatPhone shall provide an effective certification to do business issued by the secretary of state or equivalent authority in each state covered by this Agreement.

## **2. Term of the Agreement**

- 2.1 The initial term of this Agreement shall be three years, beginning on the Effective Date and shall apply to the BellSouth territory in the state(s) of Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina and Tennessee. Notwithstanding any prior agreement of the Parties, the rates, terms

and conditions of this Agreement shall not be applied retroactively prior to the Effective Date.

- 2.2 The Parties agree that by no earlier than two hundred seventy (270) days and no later than one hundred and eighty (180) days prior to the expiration of the initial term of this Agreement, they shall commence negotiations for a new agreement to be effective beginning on the expiration date of this Agreement (Subsequent Agreement). If as of the expiration of the initial term of this Agreement, a Subsequent Agreement has not been executed by the Parties, then except as set forth in Sections 2.3.1 and 2.3.2 below, this Agreement shall continue on a month-to-month basis while a Subsequent Agreement is being negotiated. The Parties' rights and obligations with respect to this Agreement after expiration of the initial term shall be as set forth in Section 2.3 below.
- 2.3 If, within one hundred and thirty-five (135) days of commencing the negotiation referred to in Section 2.2 above, the Parties are unable to negotiate new terms, conditions and prices for a Subsequent Agreement, either Party may petition the Commission to establish appropriate rates, terms and conditions for the Subsequent Agreement pursuant to 47 U.S.C. 252.
- 2.3.1 FlatPhone may request termination of this Agreement only if it is no longer purchasing services pursuant to this Agreement. Except as set forth in Section 2.3.2 below, notwithstanding the foregoing, in the event that as of the date of expiration of the initial term of this Agreement and conversion of this Agreement to a month-to-month term, the Parties have not entered into a Subsequent Agreement and no arbitration proceeding has been filed in accordance with 2.3 above, then BellSouth may terminate this Agreement upon sixty (60) days notice to FlatPhone. In the event that BellSouth terminates this Agreement as provided above, BellSouth shall continue to offer services to FlatPhone pursuant to the rates, terms and conditions set forth in BellSouth's then current standard resale stand-alone agreement. In the event that BellSouth's standard resale stand-alone agreement becomes effective between the Parties, the Parties may continue to negotiate a Subsequent Agreement.
- 2.3.2 Notwithstanding Section 2.3 above, in the event that as of the expiration of the initial term of this Agreement the Parties have not entered into a Subsequent Agreement and no arbitration proceeding has been filed in accordance with Section 2.2 above and BellSouth is not providing any services under this Agreement as of the date of expiration of the initial term of this Agreement, then this Agreement shall not continue on a month to month basis but shall be deemed terminated as of the expiration date hereof.
- 2.4 In addition to as otherwise set forth in this Agreement, BellSouth reserves the right to suspend access to ordering systems, refuse to process additional or pending applications for service, or terminate service in the event of prohibited, unlawful or improper use of BellSouth's facilities or service, abuse of BellSouth's facilities or

any other material breach of this Agreement, and all monies owed on all outstanding invoices shall become due.

- 2.5 If, at any time during the term of this Agreement, BellSouth is unable to contact FlatPhone pursuant to the Notices provision hereof or any other contact information provided by FlatPhone under this Agreement, and there are no active services being provisioned under this Agreement, then BellSouth may, at its discretion, terminate this Agreement, without any liability whatsoever, upon sending of notification to FlatPhone pursuant to the Notices section hereof.

### **3. Parity**

When FlatPhone purchases Telecommunications Services from BellSouth pursuant to Attachment 1 of this Agreement for the purposes of resale to End Users, such services shall be equal in quality, subject to the same conditions, and provided within the same provisioning time intervals that BellSouth provides to others, including its End Users.

### **4 Court Ordered Requests for Call Detail Records and Other Subscriber Information**

- 4.1 Subpoenas Directed to BellSouth. Where BellSouth provides resold services for FlatPhone, or, if applicable under this Agreement, switching, BellSouth shall respond to subpoenas and court ordered requests delivered directly to BellSouth for the purpose of providing call detail records when the targeted telephone numbers belong to FlatPhone End Users. Billing for such requests will be generated by BellSouth and directed to the law enforcement agency initiating the request. BellSouth shall maintain such information for FlatPhone End Users for the same length of time it maintains such information for its own End Users.
- 4.2 Subpoenas Directed to FlatPhone. Where BellSouth is providing resold services to FlatPhone, or, if applicable under this Agreement, switching, then FlatPhone agrees that in those cases where FlatPhone receives subpoenas or court ordered requests regarding targeted telephone numbers belonging to FlatPhone End Users, and where FlatPhone does not have the requested information, FlatPhone will advise the law enforcement agency initiating the request to redirect the subpoena or court ordered request to BellSouth for handling in accordance with 4.1 above.
- 4.3 In all other instances, where either Party receives a request for information involving the other Party's End User, the Party receiving the request will advise the law enforcement agency initiating the request to redirect such request to the other Party.

### **5 Liability and Indemnification**

- 5.1 FlatPhone Liability. In the event that FlatPhone consists of two (2) or more separate entities as set forth in this Agreement and/or any Amendments hereto, or any third party places orders under this Agreement using FlatPhone's company



codes or identifiers, all such entities shall be jointly and severally liable for the obligations of FlatPhone under this Agreement.

- 5.2 Liability for Acts or Omissions of Third Parties. BellSouth shall not be liable to FlatPhone for any act or omission of another entity providing any services to FlatPhone.
- 5.3 Limitation of Liability. Except for any indemnification obligations of the Parties hereunder, each Party's liability to the other for any loss, cost, claim, injury, liability or expense, including reasonable attorneys' fees relating to or arising out of any cause whatsoever, whether based in contract, negligence or other tort, strict liability or otherwise, relating to the performance of this Agreement, shall not exceed a credit for the actual cost of the services or functions not performed or improperly performed. Any amounts paid to FlatPhone pursuant to Attachment 4 hereof shall be credited against any damages otherwise payable to FlatPhone pursuant to this Agreement.
- 5.3.1 Limitations in Tariffs. A Party may, in its sole discretion, provide in its tariffs and contracts with its End Users and third parties that relate to any service, product or function provided or contemplated under this Agreement, that to the maximum extent permitted by Applicable Law, such Party shall not be liable to the End User or third party for (i) any loss relating to or arising out of this Agreement, whether in contract, tort or otherwise, that exceeds the amount such Party would have charged that applicable person for the service, product or function that gave rise to such loss and (ii) consequential damages. To the extent that a Party elects not to place in its tariffs or contracts such limitations of liability, and the other Party incurs a loss as a result thereof, such Party shall, except to the extent caused by the other Party's gross negligence or willful misconduct, indemnify and reimburse the other Party for that portion of the loss that would have been limited had the first Party included in its tariffs and contracts the limitations of liability that such other Party included in its own tariffs at the time of such loss.
- 5.3.2 Neither BellSouth nor FlatPhone shall be liable for damages to the other Party's terminal location, equipment or End User premises resulting from the furnishing of a service, including, but not limited to, the installation and removal of equipment or associated wiring, except to the extent caused by a Party's negligence or willful misconduct or by a Party's failure to ground properly a local loop after disconnection.
- 5.3.3 Under no circumstance shall a Party be responsible or liable for indirect, incidental, or consequential damages, including, but not limited to, economic loss or lost business or profits, damages arising from the use or performance of equipment or software, or the loss of use of software or equipment, or accessories attached thereto, delay, error, or loss of data. In connection with this limitation of liability, each Party recognizes that the other Party may, from time to time, provide advice, make recommendations, or supply other analyses related to the services or

facilities described in this Agreement, and, while each Party shall use diligent efforts in this regard, the Parties acknowledge and agree that this limitation of liability shall apply to provision of such advice, recommendations, and analyses.

- 5.3.4 To the extent any specific provision of this Agreement purports to impose liability, or limitation of liability, on either Party different from or in conflict with the liability or limitation of liability set forth in this Section, then with respect to any facts or circumstances covered by such specific provisions, the liability or limitation of liability contained in such specific provision shall apply.
- 5.4 Indemnification for Certain Claims. Except to the extent caused by the indemnified Party's gross negligence or willful misconduct, the Party providing services hereunder, its Affiliates and its parent company, shall be indemnified, defended and held harmless by the Party receiving services hereunder against any claim, loss or damage arising from the receiving Party's use of the services provided under this Agreement pertaining to (1) claims for libel, slander or invasion of privacy arising from the content of the receiving Party's own communications, or (2) any claim, loss or damage claimed by the End User of the Party receiving services arising from such company's use or reliance on the providing Party's services, actions, duties, or obligations arising out of this Agreement.
- 5.5 Disclaimer. EXCEPT AS SPECIFICALLY PROVIDED TO THE CONTRARY IN THIS AGREEMENT, NEITHER PARTY MAKES ANY REPRESENTATIONS OR WARRANTIES TO THE OTHER PARTY CONCERNING THE SPECIFIC QUALITY OF ANY SERVICES, OR FACILITIES PROVIDED UNDER THIS AGREEMENT. THE PARTIES DISCLAIM, WITHOUT LIMITATION, ANY WARRANTY OR GUARANTEE OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING, OR FROM USAGES OF TRADE.

## **6 Intellectual Property Rights and Indemnification**

- 6.1 No License. Except as expressly set forth in Section 6.2, no patent, copyright, trademark or other proprietary right is licensed, granted or otherwise transferred by this Agreement. The Parties are strictly prohibited from any use, including but not limited to, in the selling, marketing, promoting or advertising of telecommunications services, of any name, service mark, logo or trademark (collectively, the "Marks") of the other Party. The Marks include those Marks owned directly by a Party or its Affiliate(s) and those Marks that a Party has a legal and valid license to use. The Parties acknowledge that they are separate and distinct and that each provides a separate and distinct service and agree that neither Party may, expressly or impliedly, state, advertise or market that it is or offers the same service as the other Party or engage in any other activity that may result in a likelihood of confusion between its own service and the service of the other Party.

6.2 Ownership of Intellectual Property. Any intellectual property that originates from or is developed by a Party shall remain the exclusive property of that Party. Except for a limited, non-assignable, non-exclusive, non-transferable license to use patents or copyrights to the extent necessary for the Parties to use any facilities or equipment (including software) or to receive any service solely as provided under this Agreement, no license in patent, copyright, trademark or trade secret, or other proprietary or intellectual property right, now or hereafter owned, controlled or licensable by a Party, is granted to the other Party. Neither shall it be implied nor arise by estoppel. Any trademark, copyright or other proprietary notices appearing in association with the use of any facilities or equipment (including software) shall remain on the documentation, material, product, service, equipment or software. It is the responsibility of each Party to ensure at no additional cost to the other Party that it has obtained any necessary licenses in relation to intellectual property of third Parties used in its network that may be required to enable the other Party to use any facilities or equipment (including software), to receive any service, or to perform its respective obligations under this Agreement.

### 6.3 Intellectual Property Remedies

6.3.1 Indemnification. The Party providing a service pursuant to this Agreement will defend the Party receiving such service or data provided as a result of such service against claims of infringement arising solely from the use by the receiving Party of such service in the manner contemplated under this Agreement and will indemnify the receiving Party for any damages awarded based solely on such claims in accordance with Section 5 preceding.

6.3.2 Claim of Infringement. In the event that use of any facilities or equipment (including software), becomes, or in the reasonable judgment of the Party who owns the affected network is likely to become, the subject of a claim, action, suit, or proceeding based on intellectual property infringement, then said Party, promptly and at its sole expense and sole option, but subject to the limitations of liability set forth below, shall:

6.3.2.1 modify or replace the applicable facilities or equipment (including software) while maintaining form and function, or

6.3.2.2 obtain a license sufficient to allow such use to continue.

6.3.2.3 In the event Section 6.3.2.1 or 6.3.2.2 are commercially unreasonable, then said Party may terminate, upon reasonable notice, this contract with respect to use of, or services provided through use of, the affected facilities or equipment (including software), but solely to the extent required to avoid the infringement claim.

6.3.3 Exception to Obligations. Neither Party's obligations under this Section shall apply to the extent the infringement is caused by: (i) modification of the facilities or equipment (including software) by the indemnitee; (ii) use by the indemnitee of the facilities or equipment (including software) in combination with equipment or

facilities (including software) not provided or authorized by the indemnitor, provided the facilities or equipment (including software) would not be infringing if used alone; (iii) conformance to specifications of the indemnitee which would necessarily result in infringement; or (iv) continued use by the indemnitee of the affected facilities or equipment (including software) after being placed on notice to discontinue use as set forth herein.

6.3.4 Exclusive Remedy. The foregoing shall constitute the Parties' sole and exclusive remedies and obligations with respect to a third party claim of intellectual property infringement arising out of the conduct of business under this Agreement.

6.3.5 Dispute Resolution. Any claim arising under Section 6.1 and 6.2 shall be excluded from the dispute resolution procedures set forth in Section 8 and shall be brought in a court of competent jurisdiction.

## 7 **Proprietary and Confidential Information**

7.1 Proprietary and Confidential Information. It may be necessary for BellSouth and FlatPhone, each as the "Discloser," to provide to the other Party, as "Recipient," certain proprietary and confidential information (including trade secret information) including but not limited to technical, financial, marketing, staffing and business plans and information, strategic information, proposals, request for proposals, specifications, drawings, maps, prices, costs, costing methodologies, procedures, processes, business systems, software programs, techniques, customer account data, call detail records and like information (collectively the "Information"). All such Information conveyed in writing or other tangible form shall be clearly marked with a confidential or proprietary legend. Information conveyed orally by the Discloser to Recipient shall be designated as proprietary and confidential at the time of such oral conveyance, shall be reduced to writing by the Discloser within forty-five (45) days thereafter, and shall be clearly marked with a confidential or proprietary legend.

7.2 Use and Protection of Information. Recipient agrees to protect such Information of the Discloser provided to Recipient from whatever source from distribution, disclosure or dissemination to anyone except employees of Recipient with a need to know such Information solely in conjunction with Recipient's analysis of the Information and for no other purpose except as authorized herein or as otherwise authorized in writing by the Discloser. Recipient will not make any copies of the Information inspected by it.

7.3 Exceptions. Recipient will not have an obligation to protect any portion of the Information which:

7.3.1 (a) is made publicly available by the Discloser or lawfully by a nonparty to this Agreement; (b) is lawfully obtained by Recipient from any source other than Discloser; (c) is previously known to Recipient without an obligation to keep it

confidential; or (d) is released from the terms of this Agreement by Discloser upon written notice to Recipient.

- 7.4 Recipient agrees to use the Information solely for the purposes of negotiations pursuant to 47 U.S.C. 251 or in performing its obligations under this Agreement and for no other entity or purpose, except as may be otherwise agreed to in writing by the Parties. Nothing herein shall prohibit Recipient from providing information requested by the FCC or a state regulatory agency with jurisdiction over this matter, or to support a request for arbitration or an allegation of failure to negotiate in good faith.
- 7.5 Recipient agrees not to publish or use the Information for any advertising, sales or marketing promotions, press releases, or publicity matters that refer either directly or indirectly to the Information or to the Discloser or any of its affiliated companies.
- 7.6 The disclosure of Information neither grants nor implies any license to the Recipient under any trademark, patent, copyright, application or other intellectual property right that is now or may hereafter be owned by the Discloser.
- 7.7 Survival of Confidentiality Obligations. The Parties' rights and obligations under this Section 7 shall survive and continue in effect until two (2) years after the expiration or termination date of this Agreement with regard to all Information exchanged during the term of this Agreement. Thereafter, the Parties' rights and obligations hereunder survive and continue in effect with respect to any Information that is a trade secret under applicable law.

## **8 Resolution of Disputes**

Except as otherwise stated in this Agreement, if any dispute arises as to the interpretation of any provision of this Agreement or as to the proper implementation of this Agreement, the aggrieved Party, if it elects to pursue resolution of the dispute, shall petition the Commission for a resolution of the dispute. However, each Party reserves any rights it may have to seek judicial review of any ruling made by the Commission concerning this Agreement.

## **9 Taxes**

- 9.1 Definition. For purposes of this Section, the terms "taxes" and "fees" shall include but not be limited to federal, state or local sales, use, excise, gross receipts or other taxes or tax-like fees of whatever nature and however designated (including tariff surcharges and any fees, charges or other payments, contractual or otherwise, for the use of public streets or rights of way, whether designated as franchise fees or otherwise) imposed, or sought to be imposed, on or with respect to the services furnished hereunder or measured by the charges or payments therefore, excluding any taxes levied on income.

- 9.2 Taxes and Fees Imposed Directly On Either Providing Party or Purchasing Party. Taxes and fees imposed on the providing Party, which are not permitted or required to be passed on by the providing Party to its customer, shall be borne and paid by the providing Party.
- 9.2.1 Taxes and fees imposed on the purchasing Party, which are not required to be collected and/or remitted by the providing Party, shall be borne and paid by the purchasing Party.
- 9.3 Taxes and Fees Imposed on Purchasing Party But Collected And Remitted By Providing Party. Taxes and fees imposed on the purchasing Party shall be borne by the purchasing Party, even if the obligation to collect and/or remit such taxes or fees is placed on the providing Party.
- 9.3.1 To the extent permitted by applicable law, any such taxes and/or fees shall be shown on applicable billing documents between the Parties. Notwithstanding the foregoing, the purchasing Party shall remain liable for any such taxes and fees regardless of whether they are actually billed by the providing Party at the time that the respective service is billed.
- 9.3.2 If the purchasing Party determines that in its opinion any such taxes or fees are not payable, the providing Party shall not bill such taxes or fees to the purchasing Party if the purchasing Party provides written certification, reasonably satisfactory to the providing Party, stating that it is exempt or otherwise not subject to the tax or fee, setting forth the basis therefor, and satisfying any other requirements under applicable law. If any authority seeks to collect any such tax or fee that the purchasing Party has determined and certified not to be payable, or any such tax or fee that was not billed by the providing Party, the purchasing Party may contest the same in good faith, at its own expense. In any such contest, the purchasing Party shall promptly furnish the providing Party with copies of all filings in any proceeding, protest, or legal challenge, all rulings issued in connection therewith, and all correspondence between the purchasing Party and the taxing authority.
- 9.3.3 In the event that all or any portion of an amount sought to be collected must be paid in order to contest the imposition of any such tax or fee, or to avoid the existence of a lien on the assets of the providing Party during the pendency of such contest, the purchasing Party shall be responsible for such payment and shall be entitled to the benefit of any refund or recovery.
- 9.3.4 If it is ultimately determined that any additional amount of such a tax or fee is due to the imposing authority, the purchasing Party shall pay such additional amount, including any interest and penalties thereon.
- 9.3.5 Notwithstanding any provision to the contrary, the purchasing Party shall protect, indemnify and hold harmless (and defend at the purchasing Party's expense) the providing Party from and against any such tax or fee, interest or penalties thereon, or other charges or payable expenses (including reasonable attorney fees) with

respect thereto, which are incurred by the providing Party in connection with any claim for or contest of any such tax or fee.

9.3.6 Each Party shall notify the other Party in writing of any assessment, proposed assessment or other claim for any additional amount of such a tax or fee by a taxing authority; such notice to be provided, if possible, at least ten (10) days prior to the date by which a response, protest or other appeal must be filed, but in no event later than thirty (30) days after receipt of such assessment, proposed assessment or claim.

9.4 Taxes and Fees Imposed on Providing Party But Passed On To Purchasing Party. Taxes and fees imposed on the providing Party, which are permitted or required to be passed on by the providing Party to its customer, shall be borne by the purchasing Party.

9.4.1 To the extent permitted by applicable law, any such taxes and/or fees shall be shown on applicable billing documents between the Parties. Notwithstanding the foregoing, the purchasing Party shall remain liable for any such taxes and fees regardless of whether they are actually billed by the providing Party at the time that the respective service is billed.

9.4.2 If the purchasing Party disagrees with the providing Party's determination as to the application or basis for any such tax or fee, the Parties shall consult with respect to the imposition and billing of such tax or fee. Notwithstanding the foregoing, the providing Party shall retain ultimate responsibility for determining whether and to what extent any such taxes or fees are applicable, and the purchasing Party shall abide by such determination and pay such taxes or fees to the providing Party. The providing Party shall further retain ultimate responsibility for determining whether and how to contest the imposition of such taxes and fees; provided, however, that any such contest undertaken at the request of the purchasing Party shall be at the purchasing Party's expense.

9.4.3 In the event that all or any portion of an amount sought to be collected must be paid in order to contest the imposition of any such tax or fee, or to avoid the existence of a lien on the assets of the providing Party during the pendency of such contest, the purchasing Party shall be responsible for such payment and shall be entitled to the benefit of any refund or recovery.

9.4.4 If it is ultimately determined that any additional amount of such a tax or fee is due to the imposing authority, the purchasing Party shall pay such additional amount, including any interest and penalties thereon.

9.4.5 Notwithstanding any provision to the contrary, the purchasing Party shall protect, indemnify and hold harmless (and defend at the purchasing Party's expense) the providing Party from and against any such tax or fee, interest or penalties thereon, or other reasonable charges or payable expenses (including reasonable attorneys'

fees) with respect thereto, which are incurred by the providing Party in connection with any claim for or contest of any such tax or fee.

9.4.6 Each Party shall notify the other Party in writing of any assessment, proposed assessment or other claim for any additional amount of such a tax or fee by a taxing authority; such notice to be provided, if possible, at least ten (10) days prior to the date by which a response, protest or other appeal must be filed, but in no event later than thirty (30) days after receipt of such assessment, proposed assessment or claim.

9.5 Mutual Cooperation. In any contest of a tax or fee by one Party, the other Party shall cooperate fully by providing records, testimony and such additional information or assistance as may reasonably be necessary to pursue the contest. Further, the other Party shall be reimbursed for any reasonable and necessary out-of-pocket copying and travel expenses incurred in assisting in such contest.

## 10 Force Majeure

In the event performance of this Agreement, or any obligation hereunder, 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 FlatPhone, or any other circumstances beyond the reasonable control and without the fault or negligence of the Party affected, the Party affected, upon giving prompt notice to the other Party, shall be excused from such performance on a day-to-day basis to the extent of such prevention, restriction, or interference (and the other Party shall likewise be excused from performance of its obligations on a day-to-day basis until the delay, restriction or interference has ceased); provided, however, that the Party so affected shall use diligent efforts to avoid or remove such causes of non-performance and both Parties shall proceed whenever such causes are removed or cease.

## 11 Adoption of Agreements

Pursuant to 47 USC § 252(i) and 47 C.F.R. § 51.809, BellSouth shall make available to FlatPhone any entire resale agreement filed and approved pursuant to 47 USC § 252. The adopted agreement shall apply to the same states as the agreement that was adopted, and the term of the adopted agreement shall expire on the same date as set forth in the agreement that was adopted.

## 12 Modification of Agreement

12.1 If FlatPhone changes its name or makes changes to its company structure or identity due to a merger, acquisition, transfer or any other reason, it is the responsibility of FlatPhone to notify BellSouth of said change, request that an amendment to this Agreement, if necessary, be executed to reflect said change and



notify the appropriate state commission of such modification of company structure in accordance with the state rules governing such modification in company structure if applicable. Additionally, FlatPhone shall provide BellSouth with any necessary supporting documentation.

- 12.2 No modification, amendment, supplement to, or waiver of the Agreement or any of its provisions shall be effective and binding upon the Parties unless it is made in writing and duly signed by the Parties.
- 12.3 In the event that any effective legislative, regulatory, judicial or other legal action materially affects any material terms of this Agreement, or the ability of FlatPhone or BellSouth to perform any material terms of this Agreement, FlatPhone or BellSouth may, on thirty (30) days' written notice, require that such terms be renegotiated, and the Parties shall renegotiate in good faith such mutually acceptable new terms as may be required. In the event that such new terms are not renegotiated within forty-five (45) days after such notice, and either Party elects to pursue resolution of such amendment such Party shall pursue the Dispute Resolution procedure set forth in this Agreement.

### **13 Legal Rights**

Execution of this Agreement by either Party does not confirm or imply that the executing Party agrees with any decision(s) issued pursuant to the Telecommunications Act of 1996 and the consequences of those decisions on specific language in this Agreement. Neither Party waives its rights to appeal or otherwise challenge any such decision(s) and each Party reserves all of its rights to pursue any and all legal and/or equitable remedies, including appeals of any such decision(s).

### **14 Indivisibility**

Subject to Section 15 (Severability), the Parties intend that this Agreement be indivisible and nonseverable, and each of the Parties acknowledges that it has assented to all of the covenants and promises in this Agreement as a single whole and that all of such covenants and promises, taken as a whole, constitute the essence of the contract. Without limiting the generality of the foregoing, each of the Parties acknowledges that any provision by BellSouth of collocation space under this Agreement is solely for the purpose of facilitating the provision of other services under this Agreement and that neither Party would have contracted with respect to the provisioning of collocation space under this Agreement if the covenants and promises of the other Party with respect to the other services provided under this Agreement had not been made. The Parties further acknowledge that this Agreement is intended to constitute a single transaction, that the obligations of the Parties under this Agreement are interdependent, and that payment obligations under this Agreement are intended to be recouped against other payment obligations under this Agreement.

**15 Severability**

If any provision of this Agreement, or part thereof, shall be held invalid or unenforceable in any respect, the remainder of the Agreement or provision shall not be affected thereby, provided that the Parties shall negotiate in good faith to reformulate such invalid provision, or part thereof, or related provision, to reflect as closely as possible the original intent of the parties, consistent with applicable law, and to effectuate such portions thereof as may be valid without defeating the intent of such provision. In the event the Parties are unable to mutually negotiate such replacement language, either Party may elect to pursue the dispute resolution process set forth in Section 8.

**16 Non-Waivers**

A failure or delay of either Party to enforce any of the provisions hereof, to exercise any option which is herein provided, or to require performance of any of the provisions hereof shall in no way be construed to be a waiver of such provisions or options, and each Party, notwithstanding such failure, shall have the right thereafter to insist upon the performance of any and all of the provisions of this Agreement.

**17 Governing Law**

Where applicable, this Agreement shall be governed by and construed in accordance with federal and state substantive telecommunications law, including rules and regulations of the FCC and appropriate Commission. In all other respects, this Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Georgia without regard to its conflict of laws principles.

**18 Assignments and Transfers**

18.1 Any assignment by either Party to any entity of any right, obligation or duty, or of any other interest hereunder, in whole or in part, without the prior written consent of the other Party shall be void. The assignee must provide evidence of a Commission approved certification to provide Telecommunications Service in each state that FlatPhone is entitled to provide Telecommunications Service. After BellSouth's consent, the Parties shall amend this Agreement to reflect such assignments and shall work cooperatively to implement any changes required due to such assignment. All obligations and duties of any Party under this Agreement shall be binding on all successors in interest and assigns of such Party. No assignment or delegation hereof shall relieve the assignor of its obligations under this Agreement in the event that the assignee fails to perform such obligations. Notwithstanding anything to the contrary in this Section, FlatPhone shall not be permitted to assign this Agreement in whole or in part to any entity unless either (1) FlatPhone pays all bills, past due and current, under this Agreement, or (2) FlatPhone's assignee expressly assumes liability for payment of such bills.

18.2 In the event that FlatPhone desires to transfer any services hereunder to another provider of Telecommunications Service, or FlatPhone desires to assume hereunder any services provisioned by BellSouth to another provider of Telecommunications Service, such transfer of services shall be subject to separately negotiated rates, terms and conditions.

## 19 Notices

19.1 With the exception of billing notices, governed by Attachment 3, every notice, consent or approval of a legal nature, required or permitted by this Agreement shall be in writing and shall be delivered either by hand, by overnight courier or by US mail postage prepaid, or email if an email address is listed below, addressed to:

### **BellSouth Telecommunications, Inc.**

BellSouth Local Contract Manager  
600 North 19<sup>th</sup> Street, 8<sup>th</sup> floor  
Birmingham, AL 35203

and

ICS Attorney  
Suite 4300  
675 West Peachtree Street  
Atlanta, GA 30375

### **FlatPhone, Inc. d/b/a FlatPhone**

320 S. Flamingo Rd #328  
Pembroke Pines, FL 33027  
monti@fpphone.com

or at such other address as the intended recipient previously shall have designated by written notice to the other Party.

19.2 Unless otherwise provided in this Agreement, notice by mail shall be effective on the date it is officially recorded as delivered by return receipt or equivalent, and in the absence of such record of delivery, it shall be presumed to have been delivered the fifth day, or next business day after the fifth day, after it was deposited in the mails.

19.3 Notwithstanding the above, BellSouth will post to BellSouth's Interconnection Web site changes to business processes and policies and shall post to BellSouth's Interconnection Web site or submit through applicable electronic systems, other service and business related notices not requiring an amendment to this Agreement.

**20 Rule of Construction**

No rule of construction requiring interpretation against the drafting Party hereof shall apply in the interpretation of this Agreement.

**21 Headings of No Force or Effect**

The headings of Articles and Sections of this Agreement are for convenience of reference only, and shall in no way define, modify or restrict the meaning or interpretation of the terms or provisions of this Agreement.

**22 Multiple Counterparts**

This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which shall together constitute but one and the same document.

**23 Filing of Agreement**

Upon execution of this Agreement it shall be filed with the appropriate state regulatory agency pursuant to the requirements of Section 252 of the Act, and the Parties shall share equally any filing fees therefor. If the regulatory agency imposes any filing or public interest notice fees regarding the filing or approval of the Agreement, FlatPhone shall be responsible for publishing the required notice and the publication and/or notice costs shall be borne by FlatPhone.

Notwithstanding the foregoing, this Agreement shall not be submitted for approval by the appropriate state regulatory agency unless and until such time as FlatPhone is duly certified as a local exchange carrier in such state, except as otherwise required by a Commission.

**24 Compliance with Law**

The Parties have negotiated their respective rights and obligations pursuant to substantive Federal and State Telecommunications law and this Agreement is intended to memorialize the Parties' mutual agreement with respect to each Party's rights and obligations under the Act and applicable FCC and Commission orders, rules and regulations. Nothing contained herein, nor any reference to applicable rules and orders, is intended to expand on the Parties' rights and obligations as set forth herein. To the extent the provisions of this Agreement differ from the provisions of any Federal or State Telecommunications statute, rule or order, this Agreement shall control. Each Party shall comply at its own expense with all other laws of general applicability.

**25 Necessary Approvals**

Each Party shall be responsible for obtaining and keeping in effect all approvals from, and rights granted by, governmental authorities, building and property

owners, other carriers, and any other persons that may be required in connection with the performance of its obligations under this Agreement. Each Party shall reasonably cooperate with the other Party in obtaining and maintaining any required approvals and rights for which such Party is responsible.

**26 Good Faith Performance**

Each Party shall act in good faith in its performance under this Agreement and, in each case in which a Party's consent or agreement is required or requested hereunder, such Party shall not unreasonably withhold or delay such consent or agreement.

**27. Rates**

27.1 FlatPhone shall pay the charges set forth in this Agreement. In the event that BellSouth is unable to bill the applicable rate or no rate is established or included in this Agreement for any services provided pursuant to this Agreement, BellSouth reserves the right to back bill FlatPhone for such rate or for the difference between the rate actually billed and the rate that should have been billed pursuant to this Agreement. To the extent a rate element is omitted or no rate is established, BellSouth has the right not to provision such service until the Agreement is amended to include such rate.

27.2 To the extent FlatPhone requests services not included in this Agreement, such services shall be provisioned pursuant to the rates, terms and conditions set forth in the applicable tariffs or a separately negotiated Agreement.

**28 Rate True-Up**

28.1 This section applies to rates that are expressly designated as subject to true-up under this Agreement.

28.2 The designated true-up rates shall be trued-up, either up or down, based on final prices determined either by further agreement between the Parties, or by a final and effective order of the Commission. The Parties shall implement the true-up by comparing the actual volumes and demand for each item, together with the designated true-up rates for each item, with the final prices determined for each item. Each Party shall keep its own records upon which the true-up can be based, and any final payment from one Party to the other shall be in an amount agreed upon by the Parties based on such records. In the event of any disagreement as between the records or the Parties regarding the amount of such true-up, the Parties shall submit the matter to the Dispute Resolution process in accordance with the provisions of this Agreement.

28.3 A final and effective order of the Commission that forms the basis of a true-up shall be based upon cost studies submitted by either or both Parties to the

Commission and shall be binding upon BellSouth and FlatPhone specifically or upon all carriers generally, such as a generic cost proceeding.

**29 Survival**

The Parties' obligations under this Agreement which by their nature are intended to continue beyond the termination or expiration of this Agreement shall survive the termination or expiration of this Agreement.

**30 Entire Agreement**

30.1 This Agreement means the General Terms and Conditions, the Attachments identified in Section 30.2 below, and all documents identified therein, as such may be amended from time to time and which are incorporated herein by reference, all of which, when taken together, are intended to constitute one indivisible agreement. This Agreement sets forth the entire understanding and supersedes prior agreements between the Parties relating to the subject matter contained in this Agreement and merges all prior discussions between them. Any orders placed under prior agreements between the Parties shall be governed by the terms of this Agreement and FlatPhone acknowledges and agrees that any and all amounts and obligations owed for services provisioned or orders placed under prior agreements between the Parties, related to the subject matter hereof, shall be due and owing under this Agreement and be governed by the terms and conditions of this Agreement as if such services or orders were provisioned or placed under this Agreement. Neither Party shall be bound by any definition, condition, provision, representation, warranty, covenant or promise other than as expressly stated in this Agreement or as is contemporaneously or subsequently set forth in writing and executed by a duly authorized officer or representative of the Party to be bound thereby.

30.2 This Agreement includes Attachments with provisions for the following:

Resale  
Pre-Ordering, Ordering, Provisioning, Maintenance and Repair  
Billing  
Performance Measurements  
BellSouth Disaster Recovery Plan  
Bona Fide Request/New Business Request Process

30.3 Any reference throughout this Agreement to a tariff, industry guideline, BellSouth's technical guideline or reference, BellSouth business rule, guide or other such document containing processes or specifications applicable to the services provided pursuant to this agreement, shall be construed to refer to only those provisions thereof that are applicable to these services, and shall include any successor or replacement versions thereof, all as they are amended from time to time and all of which are incorporated herein by reference. References to state

tariffs throughout this Agreement shall be to the tariff for the state in which the services were provisioned.

Resale Agreement  
General Terms and Conditions  
Signature Page

IN WITNESS WHEREOF, the Parties have executed this Agreement the day and year written below.

**Bell South Telecommunications, Inc.**

By: 

Name: Kristen E. Rowe

Title: Director

Date: 3/1/05

*for*

**FlatPhone, Inc. d/b/a FlatPhone**

By: 

Name: MANETRONY Cleverain

Title: manager

Date: 2/23/05



## **Attachment 1**

### **Resale**

**Table of Contents**

**1. Discount Rates .....3**

**2. Definition of Terms.....3**

**3. General Provisions .....4**

**4. BellSouth’s Provision of Services to FlatPhone .....8**

**5. Maintenance of Services .....9**

**6. Establishment of Service..... 10**

**7. Discontinuance of Service..... 10**

**8 White Pages Listings..... 11**

**9. Operator Services (Operator Call Processing and Directory Assistance)..... 13**

**11. Line Information Database (LIDB) ..... 15**

**12. RAO Hosting..... 16**

**13. Optional Daily Usage File (ODUF) ..... 16**

**14. Enhanced Optional Daily Usage File (EODUF) ..... 16**

**Resale Restrictions ..... Exhibit A**

**Optional Daily Usage File (ODUF)..... Exhibit B**

**Enhanced Option Daily Usage File (EODUF)..... Exhibit C**

**Resale Discounts and Rates ..... Exhibit D**

## RESALE

### 1. Discount Rates

- 1.1 The discount rates applied to FlatPhone purchases of BellSouth Telecommunications Services for the purpose of resale shall be as set forth in Exhibit D. Such discounts have been determined by the applicable Commission to reflect the costs avoided by BellSouth when selling a service for wholesale purposes.
- 1.2 The telecommunications services available for purchase by FlatPhone for the purposes of resale to FlatPhone's End Users shall be available at BellSouth's tariffed rates less the discount set forth in Exhibit D to this Agreement and subject to the exclusions and limitations set forth in Exhibit A to this Agreement.

### 2. Definition of Terms

- 2.1 COMPETITIVE LOCAL EXCHANGE COMPANY (CLEC) means a telephone company certificated by the Commission to provide local exchange service within BellSouth's franchised area.
- 2.2 CUSTOMER OF RECORD means the entity responsible for placing application for service; requesting additions, rearrangements, maintenance or discontinuance of service; payment in full of charges incurred such as non-recurring, monthly recurring, toll, directory assistance, etc.
- 2.3 DEPOSIT means assurance provided by a customer in the form of cash, surety bond or bank letter of credit to be held by BellSouth.
- 2.4 END USER means the ultimate user of the Telecommunications Service.
- 2.5 END USER CUSTOMER LOCATION means the physical location of the premises where an End User makes use of the telecommunications services.
- 2.6 NEW SERVICES means functions, features or capabilities that are not currently offered by BellSouth. This includes packaging of existing services or combining a new function, feature or capability with an existing service.
- 2.7 RESALE means an activity wherein a certificated CLEC, such as FlatPhone, subscribes to the telecommunications services of BellSouth and then offers those telecommunications services to the public.

### 3. General Provisions

- 3.1 All of the negotiated rates, terms and conditions set forth in this Attachment pertain to the resale of BellSouth's retail telecommunications services and other services specified in this Attachment. Subject to effective and applicable FCC and Commission rules and orders, BellSouth shall make available to FlatPhone for resale those telecommunications services BellSouth makes available, pursuant to its General Subscriber Services Tariff and Private Line Services Tariff, to customers who are not telecommunications carriers.
- 3.1.1 When FlatPhone provides Resale service in a cross boundary area (areas that are part of the local serving area of another state's exchange) the rates, regulations and discounts for the tariffing state will apply. Billing will be from the serving state.
- 3.1.2 In Tennessee, if FlatPhone does not resell Lifeline service to any End Users, and if FlatPhone agrees to order an appropriate Operator Services/Directory Assistance block as set forth in BellSouth's General Subscriber Services Tariff, the discount shall be 21.56%.
- 3.1.2.1 In the event FlatPhone resells Lifeline service to any End User in Tennessee, BellSouth will begin applying the 16% discount rate to all services. Upon FlatPhone and BellSouth's implementation of a billing arrangement whereby a separate Master Account (Q-account) associated with a separate Operating Customer Number (OCN) is established for billing of Lifeline service End Users, the discount shall be applied as set forth in 3.1.2 preceding for the non-Lifeline affected Master Account (Q-account).
- 3.1.2.2 FlatPhone must provide written notification to BellSouth within 30 days prior to either providing its own operator services/ directory services or orders the appropriate operator services/directory assistance blocking, to qualify for the higher discount rate of 21.56%.
- 3.2 FlatPhone may purchase resale services from BellSouth for its own use in operating its business. The resale discount will apply to those services under the following conditions:
- 3.2.1 FlatPhone must resell services to other End Users.
- 3.2.2 FlatPhone cannot be a competitive local exchange telecommunications company for the single purpose of selling to itself.
- 3.3 FlatPhone will be the customer of record for all services purchased from BellSouth. Except as specified herein, BellSouth will take orders from, bill and receive payment from FlatPhone for said services.

- 3.4 FlatPhone will be BellSouth's single point of contact for all services purchased pursuant to this Agreement. BellSouth shall have no contact with the End User except to the extent provided for herein. Each Party shall provide to the other a nation wide (50 states) toll-free contact number for purposes of repair and maintenance.
- 3.5 BellSouth will continue to bill the End User for any services that the End User specifies it wishes to receive directly from BellSouth. BellSouth maintains the right to serve directly any End User within the service area of FlatPhone. BellSouth will continue to market directly its own telecommunications products and services and in doing so may establish independent relationships with End Users of FlatPhone. Neither Party shall interfere with the right of any person or entity to obtain service directly from the other Party.
- 3.5.1 When an End User of FlatPhone or BellSouth elects to change his/her carrier to the other Party, both Parties agree to release the End User's service to the other Party concurrent with the due date of the service order, which shall be established based on the standard interval for the End User's requested service as set forth in the BellSouth Product and Services Interval Guide.
- 3.5.2 BellSouth and FlatPhone will refrain from contacting an End User who has placed or whose selected carrier has placed on the End User's behalf an order to change the End User's service provider from BellSouth or FlatPhone to the other Party until such time that the order for service has been completed.
- 3.6 Current telephone numbers may normally be retained by the End User and are assigned to the service furnished. However, neither Party nor the End User has a property right to the telephone number or any other call number designation associated with services furnished by BellSouth, and no right to the continuance of service through any particular central office. BellSouth reserves the right to change such numbers, or the central office designation associated with such numbers, or both, whenever BellSouth deems it necessary to do so in the conduct of its business and in accordance with BellSouth practices and procedures on a nondiscriminatory basis.
- 3.7 Where BellSouth provides resold services to FlatPhone, BellSouth will provide FlatPhone with on-line access to intermediate telephone numbers as defined by applicable FCC rules and regulations on a first come first served basis. FlatPhone acknowledges that such access to numbers shall be in accordance with the appropriate FCC rules and regulations. FlatPhone acknowledges that there may be instances where there is a shortage of telephone numbers in a particular Common Language Location Identifier Code (CLLIC); and in such instances, FlatPhone shall return unused intermediate telephone numbers to BellSouth upon BellSouth's request. BellSouth shall make all such requests on a nondiscriminatory basis.

- 3.8 BellSouth will allow FlatPhone to designate up to 100 intermediate telephone numbers per CLLIC, for FlatPhone's sole use. Assignment, reservation and use of telephone numbers shall be governed by applicable FCC rules and regulations. FlatPhone acknowledges that there may be instances where there is a shortage of telephone numbers in a particular CLLIC and BellSouth has the right to limit access to blocks of intermediate telephone numbers. These instances include: 1) where jeopardy status has been declared by the North American Numbering Plan (NANP) for a particular Numbering Plan Area (NPA); or 2) where a rate center has less than six months supply of numbering resources.
- 3.9 Service is furnished subject to the condition that it will not be used for any unlawful purpose.
- 3.10 Service will be discontinued if any law enforcement agency advises that the service being used is in violation of the law.
- 3.11 BellSouth can refuse service when it has grounds to believe that service will be used in violation of the law.
- 3.12 BellSouth will cooperate with law enforcement agencies with subpoenas and court orders relating to FlatPhone's End Users, pursuant to Section 6 of the General Terms and Conditions.
- 3.13 If FlatPhone or its End Users utilize a BellSouth resold telecommunications service in a manner other than that for which the service was originally intended as described in BellSouth's retail tariffs, FlatPhone has the responsibility to notify BellSouth. BellSouth will only provision and maintain said service consistent with the terms and conditions of the tariff describing said service.
- 3.14 Facilities and/or equipment utilized by BellSouth to provide service to FlatPhone remain the property of BellSouth.
- 3.15 White page directory listings for FlatPhone End Users will be provided in accordance with Section 8 below.
- 3.16 Service Ordering and Operations Support Systems (OSS)
- 3.16.1 FlatPhone must order services through resale interfaces, i.e., the Local Carrier Service Center (LCSC) and/or appropriate Complex Resale Support Group (CRSG) pursuant to this Agreement. BellSouth has developed and made available the interactive interfaces by which FlatPhone may submit a Local Service Request (LSR) electronically as set forth in Attachment 2 of this Agreement. Service orders will be in a standard format designated by BellSouth.
- 3.16.2 LSRs submitted by means of one of these interactive interfaces will incur an OSS electronic charge as set forth in Exhibit D of this Attachment. An individual LSR

will be identified for billing purposes by its Purchase Order Number (PON). LSRs submitted by means other than one of these interactive interfaces (Mail, fax, courier, etc.) will incur a manual order charge as set forth in Exhibit D of this Attachment. Supplements or clarifications to a previously billed LSR will not incur another OSS charge.

3.16.3 Denial/Restoral OSS Charge. In the event FlatPhone provides a list of customers to be denied and restored, rather than an LSR, each location on the list will require a separate PON and therefore will be billed as one LSR per location.

3.16.4 Cancellation OSS Charge. FlatPhone will incur an OSS charge for an accepted LSR that is later canceled.

3.17 Where available to BellSouth's End Users, BellSouth shall provide the following telecommunications services at a discount to allow for voice mail services:

- Message Waiting Indicator ("MWI"), stutter dialtone and message waiting light feature capabilities
- Call Forward Busy Line ("CF/B")
- Call Forward Don't Answer ("CF/DA")

Further, BellSouth messaging services set forth in BellSouth's Messaging Service Information Package shall be made available for resale without the wholesale discount.

3.18 BellSouth shall provide branding for, or shall unbrand, voice mail services for FlatPhone per the Bona Fide Request/New Business Request process as set forth in Attachment 6 of this Agreement.

3.19 BellSouth's Inside Wire Maintenance Service Plan is available for resale at rates, terms and conditions as set forth by BellSouth and without the wholesale discount.

3.20 In the event FlatPhone acquires an End User whose service is provided pursuant to a BellSouth Special Assembly, BellSouth shall make available to FlatPhone that Special Assembly at the wholesale discount at FlatPhone's option. FlatPhone shall be responsible for all terms and conditions of such Special Assembly including but not limited to termination liability if applicable.

3.21 BellSouth shall provide 911/E911 for FlatPhone customers in the same manner that it is provided to BellSouth customers. BellSouth shall provide and validate FlatPhone customer information to the PSAP. BellSouth shall use its service order process to update and maintain, on the same schedule that it uses for its customers, the FlatPhone customer service information in the ALI/DMS (Automatic Location Identification/Location Information) databases used to support 911/E911 services.

3.22 BellSouth shall bill, and FlatPhone shall pay, the End User line charge associated with implementing Number Portability as set forth in BellSouth's FCC No. 1 tariff. This charge is not subject to the wholesale discount.

3.23 Pursuant to 47 CFR Section 51.617, BellSouth shall bill to FlatPhone, and FlatPhone shall pay, the End User common line charges identical to the End User common line charges BellSouth bills its End Users.

#### **4. BellSouth's Provision of Services to FlatPhone**

4.1 Resale of BellSouth services shall be as follows:

4.1.1 The resale of telecommunications services shall be limited to users and uses conforming to the class of service restrictions.

4.1.2 Hotel and Hospital PBX services are the only telecommunications services available for resale to Hotel/Motel and Hospital End Users, respectively. Similarly, Access Line Service for Customer Provided Coin Telephones is the only local service available for resale to Payphone Service Provider (PSP) customers. Shared Tenant Service customers can only be sold those local exchange access services available in BellSouth's A23 Shared Tenant Service Tariff in the states of Florida, Georgia, North Carolina and South Carolina, and in A27 in the states of Alabama, Kentucky, Louisiana, Mississippi and Tennessee.

4.1.3 BellSouth reserves the right to periodically audit services purchased by FlatPhone to establish authenticity of use. Such audit shall not occur more than once in a calendar year. FlatPhone shall make any and all records and data available to BellSouth or BellSouth's auditors on a reasonable basis. BellSouth shall bear the cost of said audit. Any information provided by FlatPhone for purposes of such audit shall be deemed Confidential Information pursuant to the General Terms and Conditions of this Agreement.

4.2 Subject to Exhibit A hereto, resold services can only be used in the same manner as specified in BellSouth's Tariffs. Resold services are subject to the same terms and conditions as are specified for such services when furnished to an individual End User of BellSouth in the appropriate section of BellSouth's Tariffs. Specific tariff features (e.g. a usage allowance per month) shall not be aggregated across multiple resold services.

4.3 FlatPhone may resell services only within the specific service area as defined in its certificate of operation approved by the Commission.

4.4 If FlatPhone cancels an order for resold services, any costs incurred by BellSouth in conjunction with provisioning of such order will be recovered in accordance with BellSouth's General Subscriber Services Tariffs and Private Line Services Tariffs.



- 4.5 Service Jointly Provisioned with an Independent Company or Competitive Local Exchange Company Areas. BellSouth will in some instances provision resold services in accordance with the General Subscriber Services Tariff and Private Line Tariffs jointly with an Independent Company or other Competitive Local Exchange Carrier.
- 4.5.1 When FlatPhone assumes responsibility for such service, all terms and conditions defined in the Tariff will apply for services provided within the BellSouth service area only.
- 4.5.2 Service terminating in an Independent Company or other Competitive Local Exchange Carrier area will be provisioned and billed by the Independent Company or other Competitive Local Exchange Carrier directly to FlatPhone.
- 4.5.3 FlatPhone must establish a billing arrangement with the Independent Company or other Competitive Local Exchange Carrier prior to assuming an End User account where such circumstances apply.
- 4.5.4 Specific guidelines regarding such services are available on the BellSouth Web site at <http://www.interconnection.bellsouth.com>.

## **5. Maintenance of Services**

- 5.1 Services resold pursuant to this Attachment and BellSouth's General Subscriber Service Tariff and Private Line Service Tariff and facilities and equipment provided by BellSouth shall be maintained by BellSouth.
- 5.2 FlatPhone or its End Users may not rearrange, move, disconnect, remove or attempt to repair any facilities owned by BellSouth except with the written consent of BellSouth.
- 5.3 FlatPhone accepts responsibility to notify BellSouth of situations that arise that may result in a service problem.
- 5.4 FlatPhone will contact the appropriate repair centers in accordance with procedures established by BellSouth.
- 5.5 For all repair requests, FlatPhone shall adhere to BellSouth's prescreening guidelines prior to referring the trouble to BellSouth.
- 5.6 BellSouth will bill FlatPhone for handling troubles that are found not to be in BellSouth's network pursuant to its standard time and material charges. The standard time and material charges will be no more than what BellSouth charges to its retail customers for the same services.
- 5.7 BellSouth reserves the right to contact FlatPhone's End Users, if deemed necessary, for maintenance purposes.

## **6. Establishment of Service**

- 6.1 After receiving certification as a local exchange carrier from the applicable regulatory agency, FlatPhone will provide the appropriate BellSouth Advisory team manager the necessary documentation to enable BellSouth to establish accounts for resold services ("master account"). FlatPhone is required to provide the following before a master account is established: blanket letter of authorization, misdirected number form, proof of PSC/PUC certification, the Application for Master Account, an Operating Company Number ("OCN") assigned by the National Exchange Carriers Association ("NECA") and a deposit and tax exemption certificate, if applicable.
- 6.2 FlatPhone shall provide to BellSouth a blanket letter of authorization ("LOA") certifying that FlatPhone will have End User authorization prior to viewing the End User's customer service record or switching the End User's service. BellSouth will not require End User confirmation prior to establishing service for FlatPhone's End User.
- 6.3 BellSouth will accept a request directly from the End User for conversion of the End User's service from FlatPhone to BellSouth or will accept a request from another CLEC for conversion of the End User's service from FlatPhone to such other CLEC. Upon completion of the conversion BellSouth will notify FlatPhone that such conversion has been completed.

## **7. Discontinuance of Service**

- 7.1 The procedures for discontinuing service to an End User are as follows:
- 7.1.1 BellSouth will deny service to FlatPhone's End User on behalf of, and at the request of, FlatPhone. Upon restoration of the End User's service, restoral charges will apply and will be the responsibility of FlatPhone.
- 7.1.2 At the request of FlatPhone, BellSouth will disconnect a FlatPhone End User.
- 7.1.3 All requests by FlatPhone for denial or disconnection of an End User for nonpayment must be in writing.
- 7.1.4 FlatPhone will be made solely responsible for notifying the End User of the proposed disconnection of the service.
- 7.1.5 BellSouth will continue to process calls made to the Annoyance Call Center and will advise FlatPhone when it is determined that annoyance calls are originated from one of its End User's locations. BellSouth shall be indemnified, defended and held harmless by FlatPhone and/or the End User against any claim, loss or damage arising from providing this information to FlatPhone. It is the responsibility of FlatPhone to take the corrective action necessary with its End Users who make

annoying calls. (Failure to do so will result in BellSouth's disconnecting the End User's service.)

## **8 White Pages Listings**

- 8.1 BellSouth shall provide FlatPhone and its End Users access to white pages directory listings under the following terms:
- 8.1.2 Listings. FlatPhone shall provide all new, changed and deleted listings on a timely basis and BellSouth or its agent will include FlatPhone residential and business End User listings in the appropriate White Pages (residential and business) or alphabetical directories in the geographic areas covered by this Agreement. Directory listings will make no distinction between FlatPhone and BellSouth End Users. FlatPhone shall provide listing information in accordance with the procedures set forth in The BellSouth Business Rules for Local Ordering found at BellSouth's Interconnection Services Web site.
- 8.1.3 Unlisted/Non-Published End Users. FlatPhone will be required to provide to BellSouth the names, addresses and telephone numbers of all FlatPhone End Users who wish to be omitted from directories. Unlisted/Non-Published listings will be subject to the rates as set forth in BellSouth's General Subscriber Services Tariff (GSST) and shall not be subject to wholesale discount.
- 8.1.4 Inclusion of FlatPhone End Users in Directory Assistance Database. BellSouth will include and maintain FlatPhone End User listings in BellSouth's Directory Assistance databases. FlatPhone shall provide such Directory Assistance listings to BellSouth at no charge.
- 8.1.5 Listing Information Confidentiality. BellSouth will afford FlatPhone's directory listing information the same level of confidentiality that BellSouth affords its own directory listing information.
- 8.1.6 Additional and Designer Listings. Additional and designer listings will be offered by BellSouth at tariffed rates as set forth in the GSST and shall not be subject to the wholesale discount.
- 8.1.7 Rates. So long as FlatPhone provides listing information to BellSouth as set forth in Section 8.1.2 above, BellSouth shall provide to FlatPhone one (1) basic White Pages directory listing per FlatPhone End User at no charge other than applicable service order charges as set forth in BellSouth's tariffs. Except in the case of a local service request (LSR) submitted solely to port a number from BellSouth, if such listing is requested on the initial LSR associated with the request for services, a single manual service order charge or electronic service order charge, as appropriate, as described in Attachment 2 of this Agreement, will apply to both the request for service and the request for the directory listing. Where a subsequent LSR is placed solely to request a directory listing, or is placed to port a number

and request a directory listing, separate service order charges as set forth in BellSouth's tariffs shall apply, as well as the manual service order charge or the electronic service order charge, as appropriate, as described in Attachment 2 of this Agreement.

- 8.2 Directories. BellSouth or its agent shall make available White Pages directories to FlatPhone End User at no charge or as specified in a separate agreement between FlatPhone and BellSouth's agent.
- 8.3 Procedures for submitting FlatPhone Subscriber Listing Information (SLI) are found in The BellSouth Business Rules for Local Ordering found at BellSouth's Interconnection Services Web site.
- 8.3.1 FlatPhone authorizes BellSouth to release all FlatPhone SLI provided to BellSouth by FlatPhone to qualifying third parties pursuant to either a license agreement or BellSouth's Directory Publishers Database Service (DPDS), General Subscriber Services Tariff (GSST), as the same may be amended from time to time. Such FlatPhone SLI shall be intermingled with BellSouth's own End User listings and listings of any other CLEC that has authorized a similar release of SLI.
- 8.3.2 No compensation shall be paid to FlatPhone for BellSouth's receipt of FlatPhone SLI, or for the subsequent release to third parties of such SLI. In addition, to the extent BellSouth incurs costs to modify its systems to enable the release of FlatPhone's SLI, or costs on an ongoing basis to administer the release of FlatPhone SLI, FlatPhone shall pay to BellSouth its proportionate share of the reasonable costs associated therewith. At any time that costs may be incurred to administer the release of FlatPhone's SLI, FlatPhone will be notified. If FlatPhone does not wish to pay its proportionate share of these reasonable costs, FlatPhone may instruct BellSouth that it does not wish to release its SLI to independent publishers, and FlatPhone shall amend this Agreement accordingly. FlatPhone will be liable for all costs incurred until the effective date of the amendment.
- 8.3.3 Neither BellSouth nor any agent shall be liable for the content or accuracy of any SLI provided by FlatPhone under this Agreement. FlatPhone shall indemnify, except to the extent caused by BellSouth's gross negligence or willful misconduct, hold harmless and defend BellSouth and its agents from and against any damages, losses, liabilities, demands, claims, suits, judgments, costs and expenses (including but not limited to reasonable attorneys' fees and expenses) arising from BellSouth's tariff obligations or otherwise and resulting from or arising out of any third party's claim of inaccurate FlatPhone listings or use of the SLI provided pursuant to this Agreement. BellSouth may forward to FlatPhone any complaints received by BellSouth relating to the accuracy or quality of FlatPhone listings.
- 8.3.4 Listings and subsequent updates will be released consistent with BellSouth system changes and/or update scheduling requirements.

**9. Operator Services (Operator Call Processing and Directory Assistance)**

- 9.1 Operator Call Processing provides: (1) operator handling for call completion (for example, collect, third number billing, and manual calling-card calls). (2) operator or automated assistance for billing after the End User has dialed the called number (for example, calling card calls); and (3) special services including but not limited to Busy Line Verification and Emergency Line Interrupt (ELI), Emergency Agency Call and Operator-assisted Directory Assistance.
- 9.2 Upon request for BellSouth Operator Call Processing, BellSouth shall:
- 9.2.1 Process 0+ and 0- dialed local calls
  - 9.2.2 Process 0+ and 0- intraLATA toll calls.
  - 9.2.3 Process calls that are billed to FlatPhone End User's calling card that can be validated by BellSouth.
  - 9.2.4 Process person-to-person calls.
  - 9.2.5 Process collect calls.
  - 9.2.6 Provide the capability for callers to bill a third party and shall also process such calls.
  - 9.2.7 Process station-to-station calls.
  - 9.2.8 Process Busy Line Verify and Emergency Line Interrupt requests.
  - 9.2.9 Process emergency call trace originated by Public Safety Answering Points.
  - 9.2.10 Process operator-assisted directory assistance calls.
  - 9.2.11 Adhere to equal access requirements, providing FlatPhone local End Users the same IXC access that BellSouth provides its own operator service.
  - 9.2.12 Exercise at least the same level of fraud control in providing Operator Service to FlatPhone that BellSouth provides for its own operator service.
  - 9.2.13 Perform Billed Number Screening when handling Collect, Person-to-Person, and Billed-To-Third-Party calls.
  - 9.2.14 Direct customer account and other similar inquiries to the customer service center designated by FlatPhone.
  - 9.2.15 Provide call records to FlatPhone in accordance with ODUF standards.

- 9.2.16 The interface requirements shall conform to the interface specifications for the platform used to provide Operator Services as long as the interface conforms to industry standards.
- 9.3 Directory Assistance Service. Directory Assistance Service provides local and non-local End User telephone number listings with the option to complete the call at the caller's direction separate and distinct from local switching.
- 9.3.1 Directory Assistance Service shall provide up to two listing requests per call, if available and if requested by FlatPhone's End User. BellSouth shall provide caller-optional directory assistance call completion service at rates set forth in BellSouth's General Subscriber Services Tariff to one of the provided listings.
- 9.4 Directory Assistance Service Updates. BellSouth shall update End User listings changes daily. These changes include:
- 9.4.1 New End User connections
- 9.4.2 End User disconnections
- 9.4.3 End User address changes
- 9.4.4 These updates shall also be provided for non-listed and non-published numbers for use in emergencies.
- 9.4.5 Unbranded Directory Assistance and/or Operator Call Processing calls ride common trunk groups provisioned by BellSouth from those end offices identified by FlatPhone to the BellSouth Tops. The calls are routed to "No Announcement."
- 10. Branding for Wholesale Operator Call Processing and Directory Assistance**
- 10.1 BellSouth's branding feature provides a definable announcement to FlatPhone End Users using Directory Assistance (DA)/Operator Call Processing (OCP) prior to placing such End Users in queue or connecting them to an available operator or automated operator system. This feature allows FlatPhone to have its calls custom branded with FlatPhone's name on whose behalf BellSouth is providing DA and/or OCP. Rates for the branding features are set forth in Exhibit D of this Attachment.
- 10.2 BellSouth offers three branding options to FlatPhone when ordering BellSouth's DA and OCP: BellSouth Branding, Unbranding and Custom Branding.
- 10.3 Upon receipt of the custom branding order from FlatPhone, the order is considered firm after ten (10) business days. Should FlatPhone decide to cancel the order, FlatPhone must provide written notification to FlatPhone's Local Contract Manager. If FlatPhone decides to cancel after ten (10) business days from receipt of the custom branding order, FlatPhone shall pay all charges per the order. For branding and unbranding via Originating Line Number Screening (OLNS),

FlatPhone must contact its account team to initiate the order via the OLNS Branding Order form.

- 10.4 Branding via Originating Line Number Screening (OLNS). BellSouth Branding, Unbranding and Custom Branding are also available for DA, OCP or both via OLNS software. When utilizing this method of Unbranding or Custom Branding, FlatPhone shall not be required to purchase dedicated trunking.
- 10.5 BellSouth Branding is the default branding offering.
- 10.5.1 For BellSouth to provide Unbranding or Custom Branding via OLNS software for OCP or for DA, FlatPhone must have its Operating Company Number (OCN(s)) and telephone numbers reside in BellSouth's LIDB. To implement Unbranding and Custom Branding via OLNS software, FlatPhone must submit a manual order form which requires, among other things, FlatPhone's OCN and a forecast, pursuant to the appropriate BellSouth form provided, for the traffic volume anticipated for each BellSouth TOPS during the peak busy hour. FlatPhone shall provide updates to such forecast on a quarterly basis and at any time such forecasted traffic volumes are expected to change significantly. Upon FlatPhone's purchase of Unbranding or Custom Branding using OLNS software for any particular TOPS, all FlatPhone End Users served by that TOPS will receive the Unbranded "no announcement" or the Custom Branded announcement.

## **11. Line Information Database (LIDB)**

- 11.1 The BellSouth Line Information Database (LIDB) stores current information on working telephone numbers and billing account numbers. LIDB data is used by providers of Telecommunications Services to validate billing of collect calls, calls billed to a third party number and nonproprietary calling card calls, to screen out attempts to bill calls to payphones, for billing and for fraud prevention.
- 11.2 Where FlatPhone is purchasing Resale services BellSouth shall utilize BellSouth's service order generated from FlatPhone LSR's to populate LIDB with FlatPhone's End User information BellSouth provides access to information in its LIDB, including FlatPhone End User information, to various providers of Telecommunications Services via queries to LIDB pursuant to applicable tariffs. Information stored for FlatPhone, pursuant to this Agreement, shall be available to those Telecommunications Service providers.
- 11.2.1 When necessary for fraud control measures, BellSouth may perform additions, updates and deletions of FlatPhone data to the LIDB (e.g., calling card deactivation).
- 11.3 Responsibilities of the Parties

- 11.3.1 BellSouth will administer the data provided by FlatPhone pursuant to this Agreement in the same manner as BellSouth administers its own data.
- 11.3.2 FlatPhone is responsible for completeness and accuracy of the data being provided to BellSouth.
- 11.3.3 BellSouth shall not be responsible to FlatPhone for any lost revenue which may result from BellSouth's administration of the LIDB pursuant to its established practices and procedures as they exist and as they may be changed by BellSouth in its sole discretion from time to time.

## **12. RAO Hosting**

- 12.1 RAO Hosting is not required for resale in the BellSouth region.

## **13. Optional Daily Usage File (ODUF)**

- 13.1 The Optional Daily Usage File (ODUF) Agreement with terms and conditions is included in this Attachment as Exhibit B. Rates for ODUF are as set forth in Exhibit D of this Attachment.

- 13.2 BellSouth will provide ODUF service upon written request.

## **14. Enhanced Optional Daily Usage File (EODUF)**

- 14.1 The Enhanced Optional Daily Usage File (EODUF) service Agreement with terms and conditions is included in this Attachment as Exhibit C. Rates for EODUF are as set forth in Exhibit D of this Attachment.

- 14.2 BellSouth will provide EODUF service upon written request.



**EXCLUSIONS AND LIMITATIONS ON SERVICES AVAILABLE FOR RESALE (Note 3)**

Type of Service	AL		FL		GA		KY		LA		MS		NC		SC		TN	
	Resale	Discount	Resale	Discount	Resale	Discount	Resale	Discount	Resale	Discount	Resale	Discount	Resale	Discount	Resale	Discount	Resale	Discount
1 Grandfathered Services (Note 1)	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
2 Promotions - > 90 Days(Note 2 & 3)	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
3 Promotions - ≤ 90 Days (Note 2 & 3)	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No
4 Lifeline/Link Up Services	Yes	Yes	Yes	Yes	Yes	Yes	No	No	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
5 911/E911 Services	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	No	No	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
6 N11 Services (Note 1)	Yes	Yes	Yes	Yes	Yes	Yes	No	No	No	No	Yes	Yes	Yes	Yes	No	No	Yes	Yes
7 MemoryCall® Service	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No
8 Mobile Services	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No
9 Federal Subscriber Line Charges	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No
10 Nonrecurring Charges	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	No
11 End User Line Chg-Number Portability	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No
12 Public Telephone Access Svc(PTAS)	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	No	Yes	Yes
13 Inside Wire Maint Service Plan	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No
<b>Applicable Notes:</b>																		
1.	Grandfathered services can be resold only to existing subscribers of the grandfathered service.																	
2.	Where available for resale, <b>promotions</b> will be made available only to End Users who would have qualified for the promotion had it been provided by BellSouth directly.																	
3.	Promotions shall be available only for the term set forth in the applicable tariff.																	
4.	Some of BellSouth's local exchange and toll telecommunications services are not available in certain central offices and areas.																	

**Optional Daily Usage File**

1. Upon written request from FlatPhone, BellSouth will provide the Optional Daily Usage File (ODUF) service to FlatPhone pursuant to the terms and conditions set forth in this section.
2. FlatPhone shall furnish all relevant information required by BellSouth for the provision of the ODUF.
3. The ODUF feed provides FlatPhone messages that were carried over the BellSouth network and processed by BellSouth for FlatPhone.
4. Charges for ODUF will appear on FlatPhone's monthly bills for the previous month's usage in arrears. The charges are as set forth in Exhibit D to this Attachment.
5. The ODUF feed will contain both rated and unrated messages. All messages will be in the standard Alliance for Telecommunications Industry Solutions (ATIS) EMI record format.
  - 5.1 Messages that error in the billing system of FlatPhone will be the responsibility of FlatPhone. If, however, FlatPhone should encounter significant volumes of errored messages that prevent processing by FlatPhone within its systems, BellSouth will work with FlatPhone to determine the source of the errors and the appropriate resolution.
6. ODUF Specifications
  - 6.1 ODUF Message to be Transmitted
    - 6.1.1 The following messages recorded by BellSouth will be transmitted to FlatPhone:
      - 6.1.1.1 Message recording for per use/per activation type services (examples: Three Way Calling, Verify, Interrupt, Call Return, etc.)
      - 6.1.1.2 Measured local calls
      - 6.1.1.3 Directory Assistance messages
      - 6.1.1.4 IntraLATA Toll
      - 6.1.1.5 WATS and 800 Service
      - 6.1.1.6 N11

- 6.1.1.7 Information Service Provider Messages
- 6.1.1.8 Operator Services Messages
- 6.1.1.9 Operator Services Message Attempted Calls
- 6.1.1.10 Credit/Cancel Records
- 6.1.1.11 Usage for Voice Mail Message Service
- 6.1.2 Rated Incollets (messages BellSouth receives from other revenue accounting offices) appear on ODUF. Rated Incollets will be intermingled with BellSouth recorded rated and unrated usage. Rated Incollets will not be packed separately.
- 6.1.3 BellSouth will perform duplicate record checks on records processed to ODUF. Any duplicate messages detected will be deleted and not sent to FlatPhone.
- 6.1.4 In the event that FlatPhone detects a duplicate on ODUF they receive from BellSouth, FlatPhone will drop the duplicate message and will not return the duplicate to BellSouth.
- 6.2 ODUF Physical File Characteristics
  - 6.2.1 ODUF will be distributed to FlatPhone via Secure File Transfer Protocol (FTP). The ODUF feed will be a variable block format. The data on the ODUF feed will be in a non-compacted EMI format (175 byte format plus modules). It will be created on a daily basis Monday through Friday except holidays. Details such as dataset name and delivery schedule will be addressed during negotiations of the distribution medium. There will be a maximum of one dataset per workday per OCN. If BellSouth determines the Secure FTP Mailbox is nearing capacity levels, BellSouth may move the customer to CONNECT:Direct file delivery.
  - 6.2.2 If the customer is moved, CONNECT:Direct data circuits (private line or dial-up) will be required between BellSouth and FlatPhone for the purpose of data transmission. Where a dedicated line is required, FlatPhone will be responsible for ordering the circuit, overseeing its installation and coordinating the installation with BellSouth. FlatPhone will also be responsible for any charges associated with this line. Equipment required on the BellSouth end to attach the line to the mainframe computer and to transmit messages successfully on an ongoing basis will be negotiated on an individual case basis. Any costs incurred for such equipment will be FlatPhone's responsibility. Where a dial-up facility is required, dial circuits will be installed in the BellSouth data center by BellSouth and the associated charges assessed to FlatPhone. Additionally, all message toll charges associated with the use of the dial circuit by FlatPhone will be the responsibility of FlatPhone. Associated equipment on the BellSouth end, including a modem, will be negotiated on an individual case basis

- between the Parties. All equipment, including modems and software, that is required on FlatPhone end for the purpose of data transmission will be the responsibility of FlatPhone.
- 6.2.3 If FlatPhone utilizes FTP for data file transmission, purchase of the FTP software will be the responsibility of FlatPhone.
- 6.3 ODUF Packing Specifications
- 6.3.1 The data will be packed using ATIS EMI records. A pack will contain a minimum of one message record or a maximum of 99,999 message records plus a pack header record and a pack trailer record. One transmission can contain a maximum of 99 packs and a minimum of one pack.
- 6.3.2 The OCN, From RAO, and Invoice Number will control the invoice sequencing. The From RAO will be used to identify to FlatPhone which BellSouth RAO is sending the message. BellSouth and FlatPhone will use the invoice sequencing to control data exchange. BellSouth will be notified of sequence failures identified by FlatPhone and resend the data as appropriate.
- 6.4 ODUF Pack Rejection
- 6.4.1 FlatPhone will notify BellSouth within one business day of rejected packs (via the mutually agreed medium). Packs could be rejected because of pack sequencing discrepancies or a critical edit failure on the Pack Header or Pack Trailer records (e.g., out-of-balance condition on grand totals, invalid data populated). Standard ATIS EMI error codes will be used. FlatPhone will not be required to return the actual rejected data to BellSouth. Rejected packs will be corrected and retransmitted to FlatPhone by BellSouth.
- 6.5 ODUF Control Data
- FlatPhone will send one confirmation record per pack that is received from BellSouth. This confirmation record will indicate FlatPhone's receipt of the pack and the acceptance or rejection of the pack. Pack Status Code(s) will be populated using standard ATIS EMI error codes for packs that were rejected by FlatPhone for reasons stated in the above section.
- 6.6 ODUF Testing
- 6.6.1 Upon request from FlatPhone, BellSouth shall send ODUF test files to FlatPhone. The Parties agree to review and discuss the ODUF file content and/or format. For testing of usage results, BellSouth shall request that FlatPhone set up a production (live) file. The live test may consist of FlatPhone's employees making test calls for the types of services FlatPhone requests on ODUF. These test calls are logged by

FlatPhone, and the logs are provided to BellSouth. These logs will be used to verify the files. Testing will be completed within thirty (30) days from the date on which the initial test file was sent.

**Enhanced Optional Daily Usage File**

1. Upon written request from FlatPhone, BellSouth will provide the Enhanced Optional Daily Usage File (EODUF) service to FlatPhone pursuant to the terms and conditions set forth in this section. EODUF will only be sent to existing ODUF subscribers who request the EODUF option.
2. FlatPhone shall furnish all relevant information required by BellSouth for the provision of the EODUF.
3. The EODUF will provide usage data for local calls originating from resold Flat Rate Business and Residential Lines.
4. Charges for EODUF will appear on FlatPhone's monthly bills for the previous month's usage in arrears. The charges are as set forth in Exhibit D to this Attachment.
5. All messages will be in the standard Alliance for Telecommunications Industry Solutions (ATIS) EMI record format.
6. Messages that error in the billing system of FlatPhone will be the responsibility of FlatPhone. If, however, FlatPhone should encounter significant volumes of errored messages that prevent processing by FlatPhone within its systems, BellSouth will work with FlatPhone to determine the source of the errors and the appropriate resolution.
7. EODUF Specifications.
  - 7.1 EODUF Usage To Be Transmitted
    - 7.1.1 The following messages recorded by BellSouth will be transmitted to FlatPhone:
      - 7.1.1.1 Customer usage data for flat rated local call originating from FlatPhone's End User lines (1FB or 1FR). The EODUF record for flat rate messages will include:
        - 7.1.1.1.1 Date of Call
        - 7.1.1.1.2 From Number
        - 7.1.1.1.3 To Number
        - 7.1.1.1.4 Connect Time

- 7.1.1.1.5 Conversation Time
- 7.1.1.1.6 Method of Recording
- 7.1.1.1.7 From RAO
- 7.1.1.1.8 Rate Class
- 7.1.1.1.9 Message Type
- 7.1.1.1.10 Billing Indicators
- 7.1.1.1.11 Bill to Number
- 7.1.2 BellSouth will perform duplicate record checks on EODUF records processed to O DUF. Any duplicate messages detected will be deleted and not sent to FlatPhone.
- 7.1.3 In the event that FlatPhone detects a duplicate on EODUF they receive from BellSouth, FlatPhone will drop the duplicate message and will not return the duplicate to BellSouth.
- 7.2 EODUF Physical File Characteristics
  - 7.2.1 EODUF feed will be distributed to FlatPhone via Secure File Transfer Protocol (FTP). The EODUF messages will be intermingled among FlatPhone's Optional Daily Usage File (ODUF) messages. The EODUF will be a variable block format. The data on the EODUF will be in a non-compacted EMI format (175 byte format plus modules). It will be created on a daily basis Monday through Friday except holiday. If BellSouth determines the Secure FTP mailbox is nearing capacity levels, BellSouth may move the customer to CONNECT:Direct file delivery.
  - 7.2.2 Data circuits (private line or dial-up) may be required between BellSouth and FlatPhone for the purpose of data transmission. Where a dedicated line is required, FlatPhone will be responsible for ordering the circuit, overseeing its installation and coordinating the installation with BellSouth. FlatPhone will also be responsible for any charges associated with this line. Equipment required on the BellSouth end to attach the line to the mainframe computer and to transmit successfully ongoing will be negotiated on an individual case basis. Where a dial-up facility is required, dial circuits will be installed in the BellSouth data center by BellSouth and the associated charges assessed to FlatPhone. Additionally, all message toll charges associated with the use of the dial circuit by FlatPhone will be the responsibility of FlatPhone. Associated equipment on the BellSouth end, including a modem, will be negotiated on an individual case basis between the Parties. All

equipment, including modems and software, that is required on FlatPhone's end for the purpose of data transmission will be the responsibility of FlatPhone.

7.2.3 If FlatPhone utilizes FTP for data file transmission, purchase of the FTP software will be the responsibility of FlatPhone.

7.3 EODUF Packing Specifications

7.3.1 The data will be packed using ATIS EMI records. A pack will contain a minimum of one message record or a maximum of 99,999 message records plus a pack header record and a pack trailer record. One transmission can contain a maximum of 99 packs and a minimum of one pack.

7.3.2 The OCN, From (RAO), and Invoice Number will control the invoice sequencing. The From RAO will be used to identify to FlatPhone which BellSouth RAO is sending the message. BellSouth and FlatPhone will use the invoice sequencing to control data exchange. BellSouth will be notified of sequence failures identified by FlatPhone and resend the data as appropriate.



Resale Discounts & Rates - Alabama										Attachment: 1		Exhibit: D				
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)	Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l				
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)				
							First	Add'l	First	Add'l	SOME C	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
<b>APPLICABLE DISCOUNTS</b>																
	Residence %					16.30										
	Business %					16.30										
	CSAs %					16.30										
<b>OPERATIONS SUPPORT SYSTEMS (OSS) - "REGIONAL RATES"</b>																
NOTE: (1) CLEC should contact its contract negotiator if it prefers the "state specific" OSS charges as ordered by the State Commissions. The OSS charges currently contained in this rate exhibit are the BellSouth "regional" service ordering charges. CLEC may elect either the state specific Commission ordered rates for the service ordering charges, or CLEC may elect the regional service ordering charge, however, CLEC can not obtain a mixture of the two regardless if CLEC has an interconnection contract established in each of the 9 states.																
	OSS - Electronic Service Order Charge, Per Local Service Request (LSR) - Resale Only				SOME C	3.50	0.00	3.50	0.00							
	OSS - Manual Service Order Charge, Per Local Service Request (LSR) - Resale Only				SOMAN	19.99	0.00	19.99	0.00							
<b>BRANDING - DIRECTORY ASSISTANCE</b>																
	<b>Branding</b>															
	Recording of DA Custom Branded Announcement					3,000.00	3,000.00									
	Loading of DA Custom Branded Announcement per Switch per OCN					1,170.00	1,170.00									
	<b>Unbranding via OLNS for Wholesale CLEC</b>															
	Loading of DA per OCN (1 OCN per Order)					420.00	420.00									
	Loading of DA per Switch per OCN					16.00	16.00									
<b>BRANDING - OPERATOR CALL PROCESSING</b>																
	<b>Branding</b>															
	Recording of Custom Branded OA Announcement					7,000.00	7,000.00									
	Loading of Custom Branded OA Announcement per shelf/NAV per OCN					500.00	500.00									
	<b>Unbranding via OLNS for Wholesale CLEC</b>															
	Loading of OA per OCN (Regional)					1,200.00	1,200.00									
<b>ODUF/EODUF SERVICES</b>																
	<b>OPTIONAL DAILY USAGE FILE (ODUF)</b>															
	ODUF: Recording, per message					0.000011										
	ODUF: Message Processing, per message					0.004101										
	ODUF: Message Processing, per Magnetic Tape provisioned					42.67										
	ODUF: Data Transmission (CONNECT:DIRECT), per message					0.000094										
	<b>ENHANCED OPTIONAL DAILY USAGE FILE (EODUF)</b>															
	EODUF: Message Processing, per message					0.22										

Resale Discounts & Rates - Florida										Attachment: 1		Exhibit: D				
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)	Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l				
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)				
							First	Add'l	First	Add'l	SOME C	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
<b>APPLICABLE DISCOUNTS</b>																
	Residence %					21.83										
	Business %					16.81										
	CSAs %					16.81										
<b>OPERATIONS SUPPORT SYSTEMS (OSS) - "REGIONAL RATES"</b>																
NOTE: (1) CLEC should contact its contract negotiator if it prefers the "state specific" OSS charges as ordered by the State Commissions. The OSS charges currently contained in this rate exhibit are the BellSouth "regional" service ordering charges. CLEC may elect either the state specific Commission ordered rates for the service ordering charges, or CLEC may elect the regional service ordering charge, however, CLEC can not obtain a mixture of the two regardless if CLEC has an interconnection contract established in each of the 9 states.																
	OSS - Electronic Service Order Charge, Per Local Service Request (LSR) - Resale Only				SOME C	3.50	0.00	3.50	0.00							
	OSS - Manual Service Order Charge, Per Local Service Request (LSR) - Resale Only				SOMAN	19.99	0.00	19.99	0.00							
<b>BRANDING - DIRECTORY ASSISTANCE</b>																
	<b>Branding</b>															
	Recording of DA Custom Branded Announcement					3,000.00	3,000.00									
	Loading of DA Custom Branded Announcement per Switch per OCN					1,170.00	1,170.00									
	<b>Unbranding via OLNS for Wholesale CLEC</b>															
	Loading of DA per OCN (1 OCN per Order)					420.00	420.00									
	Loading of DA per Switch per OCN					16.00	16.00									
<b>BRANDING - OPERATOR CALL PROCESSING</b>																
	<b>Branding</b>															
	Recording of Custom Branded OA Announcement					7,000.00	7,000.00									
	Loading of Custom Branded OA Announcement per shelf/NAV per OCN					500.00	500.00									
	<b>Unbranding via OLNS for Wholesale CLEC</b>															
	Loading of OA per OCN (Regional)					1,200.00	1,200.00									
<b>ODUF/EODUF SERVICES</b>																
	<b>OPTIONAL DAILY USAGE FILE (ODUF)</b>															
	ODUF: Recording, per message					0.0000071										
	ODUF: Message Processing, per message					0.002146										
	ODUF: Message Processing, per Magnetic Tape provisioned					35.91										
	ODUF: Data Transmission (CONNECT:DIRECT), per message					0.00010375										
	<b>ENHANCED OPTIONAL DAILY USAGE FILE (EODUF)</b>															
	EODUF: Message Processing, per message					0.080698										

Resale Discounts & Rates - Georgia										Attachment: 1		Exhibit: D											
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)	Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l											
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)											
							First	Add'l	First	Add'l	SOME C	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN							
<b>APPLICABLE DISCOUNTS</b>																							
	Residence %					20.30																	
	Business %					17.30																	
	CSAs %					17.30																	
<b>OPERATIONS SUPPORT SYSTEMS (OSS) - "REGIONAL RATES"</b>																							
NOTE: (1) CLEC should contact its contract negotiator if it prefers the "state specific" OSS charges as ordered by the State Commissions. The OSS charges currently contained in this rate exhibit are the BellSouth "regional" service ordering charges. CLEC may elect either the state specific Commission ordered rates for the service ordering charges, or CLEC may elect the regional service ordering charge, however, CLEC can not obtain a mixture of the two regardless if CLEC has an interconnection contract established in each of the 9 states.																							
	OSS - Electronic Service Order Charge, Per Local Service Request (LSR) - Resale Only				SOME C	3.50	0.00	3.50	0.00														
	OSS - Manual Service Order Charge, Per Local Service Request (LSR) - Resale Only				SOMAN	19.99	0.00	19.99	0.00														
<b>BRANDING - DIRECTORY ASSISTANCE</b>																							
	<b>Branding</b>																						
	Recording of DA Custom Branded Announcement					3,000.00	3,000.00																
	Loading of DA Custom Branded Announcement per Switch per OCN					1,170.00	1,170.00																
	<b>Unbranding via OLNS for Wholesale CLEC</b>																						
	Loading of DA per OCN (1 OCN per Order)					420.00	420.00																
	Loading of DA per Switch per OCN					16.00	16.00																
<b>BRANDING - OPERATOR CALL PROCESSING</b>																							
	<b>Branding</b>																						
	Recording of Custom Branded OA Announcement					7,000.00	7,000.00																
	Loading of Custom Branded OA Announcement per shelf/NAV per OCN					500.00	500.00																
	<b>Unbranding via OLNS for Wholesale CLEC</b>																						
	Loading of OA per OCN (Regional)					1,200.00	1,200.00																
<b>ODUF/EODUF SERVICES</b>																							
	<b>OPTIONAL DAILY USAGE FILE (ODUF)</b>																						
	ODUF: Recording, per message					0.0000068																	
	ODUF: Message Processing, per message					0.002167																	
	ODUF: Message Processing, per Magnetic Tape provisioned					36.06																	
	ODUF: Data Transmission (CONNECT:DIRECT), per message					0.00010856																	
	<b>ENHANCED OPTIONAL DAILY USAGE FILE (EODUF)</b>																						
	EODUF: Message Processing, per message					0.227409																	

Resale Discounts & Rates - Kentucky										Attachment: 1		Exhibit: D				
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)	Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l				
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)				
							First	Add'l	First	Add'l	SOME C	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
<b>APPLICABLE DISCOUNTS</b>																
	Residence %					16.79										
	Business %					15.54										
	CSAs %					15.54										
<b>OPERATIONS SUPPORT SYSTEMS (OSS) - "REGIONAL RATES"</b>																
NOTE: (1) CLEC should contact its contract negotiator if it prefers the "state specific" OSS charges as ordered by the State Commissions. The OSS charges currently contained in this rate exhibit are the BellSouth "regional" service ordering charges. CLEC may elect either the state specific Commission ordered rates for the service ordering charges, or CLEC may elect the regional service ordering charge, however, CLEC can not obtain a mixture of the two regardless if CLEC has an interconnection contract established in each of the 9 states.																
	OSS - Electronic Service Order Charge, Per Local Service Request (LSR) - Resale Only				SOME C	3.50	0.00	3.50	0.00							
	OSS - Manual Service Order Charge, Per Local Service Request (LSR) - Resale Only				SOMAN	19.99	0.00	19.99	0.00							
<b>BRANDING - DIRECTORY ASSISTANCE</b>																
	<b>Branding</b>															
	Recording of DA Custom Branded Announcement					3,000.00	3,000.00									
	Loading of DA Custom Branded Announcement per Switch per OCN					1,170.00	1,170.00									
	<b>Unbranding via OLNS for Wholesale CLEC</b>															
	Loading of DA per OCN (1 OCN per Order)					420.00	420.00									
	Loading of DA per Switch per OCN					16.00	16.00									
<b>BRANDING - OPERATOR CALL PROCESSING</b>																
	<b>Branding</b>															
	Recording of Custom Branded OA Announcement					7,000.00	7,000.00									
	Loading of Custom Branded OA Announcement per shelf/NAV per OCN					500.00	500.00									
	<b>Unbranding via OLNS for Wholesale CLEC</b>															
	Loading of OA per OCN (Regional)					1,200.00	1,200.00									
<b>ODUF/EODUF SERVICES</b>																
	<b>OPTIONAL DAILY USAGE FILE (ODUF)</b>															
	ODUF: Recording, per message					0.0000136										
	ODUF: Message Processing, per message					0.002506										
	ODUF: Message Processing, per Magnetic Tape provisioned					35.90										
	ODUF: Data Transmission (CONNECT:DIRECT), per message					0.00010372										
	<b>ENHANCED OPTIONAL DAILY USAGE FILE (EODUF)</b>															
	EODUF: Message Processing, per message					0.235889										

Resale Discounts & Rates - Louisiana										Attachment: 1		Exhibit: D	
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)	Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	
													Rec
APPLICABLE DISCOUNTS													
	Residence %					20.72							
	Business %					20.72							
	CSAs %					9.05							
OPERATIONS SUPPORT SYSTEMS (OSS) - "REGIONAL RATES"													
NOTE: (1) CLEC should contact its contract negotiator if it prefers the "state specific" OSS charges as ordered by the State Commissions. The OSS charges currently contained in this rate exhibit are the BellSouth "regional" service ordering charges. CLEC may elect either the state specific Commission ordered rates for the service ordering charges, or CLEC may elect the regional service ordering charge, however, CLEC can not obtain a mixture of the two regardless if CLEC has an interconnection contract established in each of the 9 states.													
	OSS - Electronic Service Order Charge, Per Local Service Request (LSR) - Resale Only				SOME C	3.50	0.00	3.50	0.00				
	OSS - Manual Service Order Charge, Per Local Service Request (LSR) - Resale Only				SOMAN	19.99	0.00	19.99	0.00				
BRANDING - DIRECTORY ASSISTANCE													
Branding													
	Recording of DA Custom Branded Announcement					3,000.00	3,000.00						
	Loading of DA Custom Branded Announcement per Switch per OCN					1,170.00	1,170.00						
Unbranding via OLNS for Wholesale CLEC													
	Loading of DA per OCN (1 OCN per Order)					420.00	420.00						
	Loading of DA per Switch per OCN					16.00	16.00						
BRANDING - OPERATOR CALL PROCESSING													
Branding													
	Recording of Custom Branded OA Announcement					7,000.00	7,000.00						
	Loading of Custom Branded OA Announcement per shelf/NAV per OCN					500.00	500.00						
Unbranding via OLNS for Wholesale CLEC													
	Loading of OA per OCN (Regional)					1,200.00	1,200.00						
ODUF/EODUF SERVICES													
OPTIONAL DAILY USAGE FILE (ODUF)													
	ODUF: Recording, per message					0.0000117							
	ODUF: Message Processing, per message					0.004641							
	ODUF: Message Processing, per Magnetic Tape provisioned					48.45							
	ODUF: Data Transmission (CONNECT:DIRECT), per message					0.00010568							
ENHANCED OPTIONAL DAILY USAGE FILE (EODUF)													
	EODUF: Message Processing, per message					0.250015							

Resale Discounts & Rates - Mississippi										Attachment: 1		Exhibit: D				
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)	Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l				
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)				
							First	Add'l	First	Add'l	SOME C	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
<b>APPLICABLE DISCOUNTS</b>																
	Residence %					15.75										
	Business %					15.75										
	CSAs %					15.75										
<b>OPERATIONS SUPPORT SYSTEMS (OSS) - "REGIONAL RATES"</b>																
NOTE: (1) CLEC should contact its contract negotiator if it prefers the "state specific" OSS charges as ordered by the State Commissions. The OSS charges currently contained in this rate exhibit are the BellSouth "regional" service ordering charges. CLEC may elect either the state specific Commission ordered rates for the service ordering charges, or CLEC may elect the regional service ordering charge, however, CLEC can not obtain a mixture of the two regardless if CLEC has an interconnection contract established in each of the 9 states.																
	OSS - Electronic Service Order Charge, Per Local Service Request (LSR) - Resale Only				SOME C	3.50	0.00	3.50	0.00							
	OSS - Manual Service Order Charge, Per Local Service Request (LSR) - Resale Only				SOMAN	19.99	0.00	19.99	0.00							
<b>BRANDING - DIRECTORY ASSISTANCE</b>																
<b>Branding</b>																
	Recording of DA Custom Branded Announcement					3,000.00	3,000.00									
	Loading of DA Custom Branded Announcement per Switch per OCN					1,170.00	1,170.00									
<b>Unbranding via OLNS for Wholesale CLEC</b>																
	Loading of DA per OCN (1 OCN per Order)					420.00	420.00									
	Loading of DA per Switch per OCN					16.00	16.00									
<b>BRANDING - OPERATOR CALL PROCESSING</b>																
<b>Branding</b>																
	Recording of Custom Branded OA Announcement					7,000.00	7,000.00									
	Loading of Custom Branded OA Announcement per shelf/NAV per OCN					500.00	500.00									
<b>Unbranding via OLNS for Wholesale CLEC</b>																
	Loading of OA per OCN (Regional)					1,200.00	1,200.00									
<b>ODUF/EODUF SERVICES</b>																
<b>OPTIONAL DAILY USAGE FILE (ODUF)</b>																
	ODUF: Recording, per message					0.0000063										
	ODUF: Message Processing, per message					0.004707										
	ODUF: Message Processing, per Magnetic Tape provisioned					49.04										
	ODUF: Data Transmission (CONNECT:DIRECT), per message					0.00010669										
<b>ENHANCED OPTIONAL DAILY USAGE FILE (EODUF)</b>																
	EODUF: Message Processing, per message					0.250424										

Resale Discounts & Rates - North Carolina										Attachment: 1		Exhibit: D				
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)	Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l				
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)				
							First	Add'l	First	Add'l	SOME C	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
<b>APPLICABLE DISCOUNTS</b>																
	Residence %					21.50										
	Business %					17.60										
	CSAs %					17.60										
<b>OPERATIONS SUPPORT SYSTEMS (OSS) - "REGIONAL RATES"</b>																
NOTE: (1) CLEC should contact its contract negotiator if it prefers the "state specific" OSS charges as ordered by the State Commissions. The OSS charges currently contained in this rate exhibit are the BellSouth "regional" service ordering charges. CLEC may elect either the state specific Commission ordered rates for the service ordering charges, or CLEC may elect the regional service ordering charge, however, CLEC can not obtain a mixture of the two regardless if CLEC has an interconnection contract established in each of the 9 states.																
	OSS - Electronic Service Order Charge, Per Local Service Request (LSR) - Resale Only				SOME C	3.50	0.00	3.50	0.00							
	OSS - Manual Service Order Charge, Per Local Service Request (LSR) - Resale Only				SOMAN	19.99	0.00	19.99	0.00							
<b>BRANDING - DIRECTORY ASSISTANCE</b>																
	<b>Branding</b>															
	Recording of DA Custom Branded Announcement					3,000.00	3,000.00									
	Loading of DA Custom Branded Announcement per Switch per OCN					1,170.00	1,170.00									
	<b>Unbranding via OLNS for Wholesale CLEC</b>															
	Loading of DA per OCN (1 OCN per Order)					420.00	420.00									
	Loading of DA per Switch per OCN					16.00	16.00									
<b>BRANDING - OPERATOR CALL PROCESSING</b>																
	<b>Branding</b>															
	Recording of Custom Branded OA Announcement					7,000.00	7,000.00									
	Loading of Custom Branded OA Announcement per shelf/NAV per OCN					500.00	500.00									
	<b>Unbranding via OLNS for Wholesale CLEC</b>															
	Loading of OA per OCN (Regional)					1,200.00	1,200.00									
<b>ODUF/EODUF SERVICES</b>																
	<b>OPTIONAL DAILY USAGE FILE (ODUF)</b>															
	ODUF: Recording, per message					0.0003										
	ODUF: Message Processing, per message					0.0032										
	ODUF: Message Processing, per Magnetic Tape provisioned					54.61										
	ODUF: Data Transmission (CONNECT:DIRECT), per message					0.00004										
	<b>ENHANCED OPTIONAL DAILY USAGE FILE (EODUF)</b>															
	EODUF: Message Processing, per message					0.2285406										

Resale Discounts & Rates - South Carolina										Attachment: 1		Exhibit: D				
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)	Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l				
													Rec	Nonrecurring		Nonrecurring Disconnect
							First	Add'l	First	Add'l	SOME C	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
<b>APPLICABLE DISCOUNTS</b>																
	Residence %					14.80										
	Business %					14.80										
	CSAs %					8.98										
<b>OPERATIONS SUPPORT SYSTEMS (OSS) - "REGIONAL RATES"</b>																
NOTE: (1) CLEC should contact its contract negotiator if it prefers the "state specific" OSS charges as ordered by the State Commissions. The OSS charges currently contained in this rate exhibit are the BellSouth "regional" service ordering charges. CLEC may elect either the state specific Commission ordered rates for the service ordering charges, or CLEC may elect the regional service ordering charge, however, CLEC can not obtain a mixture of the two regardless if CLEC has an interconnection contract established in each of the 9 states.																
	OSS - Electronic Service Order Charge, Per Local Service Request (LSR) - Resale Only				SOME C	3.50	0.00	3.50	0.00							
	OSS - Manual Service Order Charge, Per Local Service Request (LSR) - Resale Only				SOMAN	19.99	0.00	19.99	0.00							
<b>BRANDING - DIRECTORY ASSISTANCE</b>																
<b>Branding</b>																
	Recording of DA Custom Branded Announcement					3,000.00	3,000.00									
	Loading of DA Custom Branded Announcement per Switch per OCN					1,170.00	1,170.00									
<b>Unbranding via OLNS for Wholesale CLEC</b>																
	Loading of DA per OCN (1 OCN per Order)					420.00	420.00									
	Loading of DA per Switch per OCN					16.00	16.00									
<b>BRANDING - OPERATOR CALL PROCESSING</b>																
<b>Branding</b>																
	Recording of Custom Branded OA Announcement					7,000.00	7,000.00									
	Loading of Custom Branded OA Announcement per shelf/NAV per OCN					500.00	500.00									
<b>Unbranding via OLNS for Wholesale CLEC</b>																
	Loading of OA per OCN (Regional)					1,200.00	1,200.00									
<b>ODUF/EODUF SERVICES</b>																
<b>OPTIONAL DAILY USAGE FILE (ODUF)</b>																
	ODUF: Recording, per message					0.0000216										
	ODUF: Message Processing, per message					0.004704										
	ODUF: Message Processing, per Magnetic Tape provisioned					48.87										
	ODUF: Data Transmission (CONNECT:DIRECT), per message					0.00010863										
<b>ENHANCED OPTIONAL DAILY USAGE FILE (EODUF)</b>																
	EODUF: Message Processing, per message					0.258301										



Resale Discounts & Rates - Tennessee										Attachment: 1		Exhibit: D			
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring First	Add'l	Nonrecurring Disconnect First						
APPLICABLE DISCOUNTS															
	Residence %						16.00								
	Business %						16.00								
	CSAs %						16.00								
OPERATIONS SUPPORT SYSTEMS (OSS) - "REGIONAL RATES"															
NOTE: (1) CLEC should contact its contract negotiator if it prefers the "state specific" OSS charges as ordered by the State Commissions. The OSS charges currently contained in this rate exhibit are the BellSouth "regional" service ordering charges. CLEC may elect either the state specific Commission ordered rates for the service ordering charges, or CLEC may elect the regional service ordering charge, however, CLEC can not obtain a mixture of the two regardless if CLEC has an interconnection contract established in each of the 9 states.															
	OSS - Electronic Service Order Charge, Per Local Service Request (LSR) - Resale Only				SOME C		3.50	0.00	3.50	0.00					
	OSS - Manual Service Order Charge, Per Local Service Request (LSR) - Resale Only				SOMAN		19.99	0.00	19.99	0.00					
BRANDING - DIRECTORY ASSISTANCE															
Branding															
	Recording of DA Custom Branded Announcement						3,000.00	3,000.00	7.03	7.03		20.35	10.54	13.32	1.40
	Loading of DA Custom Branded Announcement per Switch per OCN						1,170.00	1,170.00				20.35	10.54		
Unbranding via OLNS for Wholesale CLEC															
	Loading of DA per OCN (1 OCN per Order)						420.00	420.00				20.35	10.54		
	Loading of DA per Switch per OCN						16.00	16.00				20.35	10.54		
BRANDING - OPERATOR CALL PROCESSING															
Branding															
	Recording of Custom Branded OA Announcement						7,000.00	7,000.00				19.99	19.99	19.99	19.99
	Loading of Custom Branded OA Announcement per shelf/NAV per OCN						500.00	500.00				19.99	19.99		
Unbranding via OLNS for Wholesale CLEC															
	Loading of OA per OCN (Regional)						1,200.00	1,200.00				19.99	19.99		
ODUF/EODUF SERVICES															
OPTIONAL DAILY USAGE FILE (ODUF)															
	ODUF: Recording, per message						0.0000044								
	ODUF: Message Processing, per message						0.002446								
	ODUF: Message Processing, per Magnetic Tape provisioned						35.54								
	ODUF: Data Transmission (CONNECT:DIRECT), per message						0.0000339								
ENHANCED OPTIONAL DAILY USAGE FILE (EODUF)															
	EODUF: Message Processing, per message						0.229779								

## **Attachment 2**

### **Pre-Ordering, Ordering, Provisioning, Maintenance and Repair**

**TABLE OF CONTENTS**

**1. QUALITY OF PRE-ORDERING, ORDERING, PROVISIONING, MAINTENANCE AND REPAIR. 3**

**2. ACCESS TO OPERATIONS SUPPORT SYSTEMS..... 3**

**3. MISCELLANEOUS..... 6**

## **PRE-ORDERING, ORDERING, PROVISIONING, MAINTENANCE AND REPAIR**

### **1. QUALITY OF PRE-ORDERING, ORDERING, PROVISIONING, MAINTENANCE AND REPAIR**

- 1.1 BellSouth shall provide to FlatPhone nondiscriminatory access to its Operations Support Systems (OSS) and the necessary information contained therein in order that FlatPhone can perform the functions of pre-ordering, ordering, provisioning, maintenance and repair, and billing. BellSouth shall provide FlatPhone with all relevant documentation (manuals, user guides, specifications, etc.) regarding business rules and other formatting information as well as practices and procedures necessary to ensure requests are efficiently processed. All documentation will be readily accessible at BellSouth's Interconnection Web site and is incorporated herein by reference. BellSouth shall ensure that its OSS are designed to accommodate requests for both current and projected demands of FlatPhone and other CLECs in the aggregate.

### **2. ACCESS TO OPERATIONS SUPPORT SYSTEMS**

- 2.1 BellSouth shall provide FlatPhone nondiscriminatory access to its OSS and the necessary information contained therein in order that FlatPhone can perform the functions of pre-ordering, ordering, provisioning, maintenance and repair, and billing. BellSouth shall provide nondiscriminatory access to the OSS through manual and/or electronic interfaces as described in this Attachment. It is the sole responsibility of FlatPhone to obtain the technical capability to access and utilize BellSouth's OSS interfaces. Specifications for FlatPhone's access and use of BellSouth's electronic interfaces are set forth at BellSouth's Interconnection Web site and are incorporated herein by reference.

- 2.1.1 FlatPhone agrees to comply with the provisions of the Operations Support Systems (OSS) Interconnection Volume Guidelines as set forth at BellSouth's Interconnection Web site, and incorporated herein by reference as amended from time to time.

- 2.2 Pre-Ordering. BellSouth will provide electronic access to its OSS and the information contained therein in order that FlatPhone can perform the following pre-ordering functions: service address validation, telephone number selection, service and feature availability, due date information, customer record information and loop makeup information. Mechanized access is provided by electronic interfaces whose specifications for access and use are set forth at BellSouth's Interconnection Web site and are incorporated herein by reference. The process by which BellSouth and FlatPhone will manage these electronic interfaces to include the development and introduction of new interfaces will be governed by

the change management process as described in Section 2.6 below. FlatPhone shall provide to BellSouth access to customer record information, including circuit numbers associated with each telephone number where applicable. FlatPhone shall provide such information within four (4) hours after request via electronic access where available. If electronic access is not available, FlatPhone shall provide to BellSouth paper copies of customer record information, including circuit numbers associated with each telephone number where applicable. If BellSouth requests the information before noon, the customer record information shall be provided the same day. If BellSouth requests the information after noon, the customer record information shall be provided by noon the following day.

- 2.2.1 The Parties agree not to view, copy, or otherwise obtain access to the customer record information of any customer without that customer's permission. FlatPhone will obtain access to customer record information only in strict compliance with applicable laws, rules, or regulations of the state in which the service is provided. BellSouth reserves the right to audit FlatPhone's access to customer record information. If a BellSouth audit of FlatPhone's access to customer record information reveals that FlatPhone is accessing customer record information without having obtained the proper End User authorization, BellSouth upon reasonable notice to FlatPhone may take corrective action, including but not limited to suspending or terminating FlatPhone's electronic access to BellSouth's OSS functionality. All such information obtained through an audit shall be deemed Information covered by the Proprietary and Confidential Information section in the General Terms and Conditions of this Agreement.
- 2.3 Ordering. BellSouth will make available to FlatPhone electronic interfaces for the purpose of exchanging order information, including order status and completion notification, for non-complex and certain complex resale requests. Specifications for access and use of BellSouth's electronic interfaces are set forth at BellSouth's Interconnection Web site and are incorporated herein by reference as they are amended from time to time. The process by which BellSouth and FlatPhone will manage these electronic interfaces to include the development and introduction of new interfaces will be governed by the change management process as described below.
- 2.3.1 FlatPhone shall place orders for services by submitting a local service request ("LSR") to BellSouth. BellSouth shall bill FlatPhone an electronic service order charge at the rate set forth in the applicable Attachment to this Agreement for each LSR submitted by means of an electronic interface. BellSouth shall bill FlatPhone a manual service order charge at the rate set forth in the applicable Attachment to this Agreement for each LSR submitted by means other than the electronic Interfaces (e.g. mail, fax, courier, etc.). An individual LSR will be identified for billing purposes by its Purchase Order Number ("PON").

- 2.3.1.1 FlatPhone may submit an LSR to request that an End User's service be temporarily suspended, denied, or restored. Alternatively, FlatPhone may submit a list of such End Users if FlatPhone provides a separate PON for each location on the list. Each location will be billed as a separate LSR.
- 2.3.1.2 BellSouth will bill the electronic or manual service order charge, as applicable, for an LSR, regardless of whether that LSR is later supplemented, clarified or cancelled.
- 2.3.1.3 Notwithstanding the foregoing, BellSouth will not bill an additional electronic or manual service order charge for supplements to any LSR submitted to clarify, correct, change or cancel a previously submitted LSR.
- 2.4 Provisioning. BellSouth shall provision services during its regular working hours. To the extent FlatPhone requests provisioning of service to be performed outside BellSouth's regular working hours, or the work so requested requires BellSouth's technicians or project managers to work outside of regular working hours, overtime charges set forth in BellSouth's State E Tariff, Section 13.2, shall apply. Notwithstanding the foregoing, if such work is performed outside of regular working hours by a BellSouth technician or project manager during his or her scheduled shift and BellSouth does not incur any overtime charges in performing the work on behalf of FlatPhone, BellSouth will not assess FlatPhone additional charges beyond the rates and charges specified in this Agreement.
- 2.4.1 In the event BellSouth must dispatch to the End User's location more than once due to incorrect or incomplete information provided by FlatPhone (e.g., incomplete address, incorrect contact name/number, etc.), BellSouth will bill FlatPhone for each additional dispatch required to provision the circuit due to the incorrect/incomplete information provided. BellSouth will assess the applicable Maintenance of Service rates from BellSouth's FCC No. 1 Tariff, Section 13.3.1 (E).
- 2.4.2 Cancellation Charges. If FlatPhone cancels an LSR for resold services, any costs incurred by BellSouth in conjunction with the provisioning of that request will be recovered in accordance with BellSouth's Private Line Tariff or BellSouth's FCC No. 1 Tariff, Section 5.4.
- 2.5 Maintenance and Repair. BellSouth will make available to FlatPhone electronic interfaces for the purpose of reporting and monitoring service troubles. Specifications for access and use of BellSouth's maintenance and repair electronic interfaces are set forth at BellSouth's Interconnection Web site and are incorporated herein by reference. The process by which BellSouth and FlatPhone will manage these electronic interfaces to include the development and introduction of new interfaces will be governed by the change management process as described below. Requests for trouble repair are billed in accordance with the

provisions of this Agreement. BellSouth and FlatPhone agree to adhere to BellSouth's Operational Understanding, as amended from time to time during this Agreement and as incorporated herein by reference. The Operational Understanding may be accessed via BellSouth's Interconnection Web site.

- 2.5.1 If FlatPhone reports a trouble and no trouble actually exists on the BellSouth portion, BellSouth will charge FlatPhone for any dispatching and testing (both inside and outside the Central Office (CO)) required by BellSouth in order to confirm the working status.
- 2.5.2 In the event BellSouth must dispatch to the End User's location more than once due to incorrect or incomplete information provided by FlatPhone (e.g., incomplete address, incorrect contact name/number, etc.), BellSouth will bill FlatPhone for each additional dispatch required to repair the circuit due to the incorrect/incomplete information provided. BellSouth will assess the applicable Maintenance of Service rates from BellSouth's FCC No. 1 Tariff, Section 13.3.1 (E).
- 2.6 Billing. BellSouth will provide FlatPhone nondiscriminatory access to billing information as specified in Attachment 3 to this Agreement.
- 2.7 Change Management. BellSouth and FlatPhone agree that the collaborative change management process known as the Change Control Process (CCP) will be used to manage changes to existing interfaces, introduction of new interfaces and retirement of interfaces. BellSouth and FlatPhone agree to comply with the provisions of the documented Change Control Process as may be amended from time to time and incorporated herein by reference. The change management process will cover changes to BellSouth's electronic interfaces, BellSouth's testing environment, associated manual process improvements, and relevant documentation. The process will define a procedure for resolution of change management disputes. Documentation of the CCP as well as related information and processes will be clearly organized and readily accessible to FlatPhone at BellSouth's Interconnection Web site.
- 2.8 Rates. Unless otherwise specified herein, charges for the use of BellSouth's Operations Support Systems (OSS), and other charges applicable to pre-ordering, ordering, provisioning and maintenance and repair, shall be at the rates set forth in the applicable Attachment of this Agreement.

### **3. MISCELLANEOUS**

- 3.1 Pending Orders. To the extent that FlatPhone submits an LSR with incomplete, incorrect or conflicting information, BellSouth will return the LSR to FlatPhone for clarification. FlatPhone shall respond to the request for clarification within thirty (30) days by submitting a supplemental LSR. If FlatPhone does not submit a

supplement LSR within thirty (30) days, BellSouth will cancel the original LSR and FlatPhone shall be required to submit a new LSR, with a new PON.

- 3.2 Single Point of Contact. FlatPhone will be the single point of contact with BellSouth for ordering activity for resold services used by FlatPhone to provide services to its End Users, except that BellSouth may accept a request directly from another CLEC, or BellSouth, acting with authorization of the affected End User. FlatPhone and BellSouth shall each execute a blanket letter of authorization with respect to customer requests so that prior proof of End User authorization will not be necessary with every request (except in the case of a local service freeze). The Parties shall each be entitled to adopt their own internal processes for verification of customer authorization for requests, provided, however, that such processes shall comply with applicable state and federal law and industry and regulatory guidelines. Pursuant to a request from another carrier, BellSouth may disconnect any resold service being used by FlatPhone to provide service to that End User and may reuse such facilities to enable such other carrier to provide service to the End User. BellSouth will notify FlatPhone that such a request has been processed but will not be required to notify FlatPhone in advance of such processing.
- 3.2.1 Neither BellSouth nor FlatPhone shall prevent or delay an End User from migrating to another carrier because of unpaid bills, denied service, or contract terms.
- 3.2.2 The Parties shall return a Firm Order Confirmation (FOC) and Local Service Request (LSR) rejection/clarification in accordance with the intervals specified in Attachment 4 of this Agreement.
- 3.2.3 Use of Facilities. When an End User of FlatPhone elects to discontinue service and to transfer service to another local exchange carrier, including BellSouth, BellSouth shall have the right to reuse the facilities provided to FlatPhone by BellSouth. In addition, where BellSouth provides local switching, BellSouth may disconnect and reuse facilities when the facility is in a denied state and BellSouth has received a request to establish new service or transfer service from an End User or from a CLEC. BellSouth will notify FlatPhone that such a request has been processed after the disconnect order has been completed.
- 3.3 Contact Numbers. The Parties agree to provide one another with toll-free nationwide (50 states) contact numbers for the purpose of ordering, provisioning and maintenance of services. Contact numbers for maintenance/repair of services shall be staffed 24 hours per day, 7 days per week. BellSouth will close trouble tickets after making a reasonable effort to contact FlatPhone for authorization to close a ticket. BellSouth will place trouble tickets in delayed maintenance status after making a reasonable effort to contact FlatPhone to request additional information or to request authorization for additional work deemed necessary by BellSouth.



- 3.4 Subscription Functions. In cases where BellSouth performs subscription functions for an interexchange carrier (IXC) (i.e. PIC and LPIC changes via Customer Account Record Exchange (CARE)), BellSouth will in all possible instances provide the affected IXCs with the Operating Company Number (OCN) of the local provider for the purpose of obtaining End User billing account and other End User information required under subscription requirements.
- 3.4.1 When FlatPhone's End User, served by resale, changes its PIC or LPIC, and per BellSouth's FCC or state tariff the interexchange carrier elects to charge the End User the PIC or LPIC change charge, BellSouth will bill the PIC or LPIC change charge to FlatPhone, which has the billing relationship with that End User, and FlatPhone may pass such charge to the End User.

## **Attachment 3**

### **Billing**

**TABLE OF CONTENTS**

**1. PAYMENT AND BILLING ARRANGEMENTS..... 4**

**2. BILLING DISPUTES..... 10**

## BILLING

### 1. PAYMENT AND BILLING ARRANGEMENTS

The terms and conditions set forth in this Attachment shall apply to all services ordered and provisioned pursuant to this Agreement.

- 1.1 BellSouth will bill through the Carrier Access Billing System (CABS), Integrated Billing System (IBS) and/or the Customer Records Information Systems (CRIS) depending on the particular service(s) provided to FlatPhone under this Agreement. BellSouth will format all bills in CABS Billing Output Specification (CBOS) Standard or CLUB/EDI format, depending on the type of service provided. For those services where standards have not yet been developed, BellSouth's billing format may change in accordance with applicable industry standards.
  - 1.1.1 For any service(s) BellSouth receives from FlatPhone, FlatPhone shall bill BellSouth in CBOS format.
  - 1.1.2 Any switched access charges associated with interexchange carrier access to the resold local exchange lines will be billed by, and due to BellSouth.
  - 1.1.3 BellSouth will render bills each month on established bill days for each of FlatPhone's accounts. If either Party requests multiple billing media or additional copies of the bills, the billing Party will provide these at the rates set forth in BellSouth's FCC No. 1 Tariff, Section 13.3.6.3, except for resold services which shall be at the rates set forth in BellSouth's Non-Regulated Services Pricing List N6.
  - 1.1.4 BellSouth will bill FlatPhone in advance for all services to be provided during the ensuing billing period except charges associated with service usage and nonrecurring charges, which will be billed in arrears.
    - 1.1.4.1 For resold services, charges for services will be calculated on an individual End User account level, including, if applicable, any charge for usage or usage allowances. BellSouth will also bill FlatPhone, and FlatPhone will be responsible for and remit to BellSouth, all charges applicable to said services including but not limited to 911 and E911 charges, End Users common line charges, federal subscriber line charges, telecommunications relay charges, and franchise fees, unless otherwise ordered by a Commission.
  - 1.1.5 BellSouth will not perform billing and collection services for FlatPhone as a result of the execution of this Agreement.
- 1.2 Establishing Accounts. After submitting a credit profile and deposit, if required, and after receiving certification as a local exchange carrier from the appropriate Commission, FlatPhone will provide the appropriate BellSouth advisory team/local

contract manager the necessary documentation to enable BellSouth to establish accounts for resold services. Such documentation shall include the Application for Master Account, if applicable, proof of authority to provide telecommunications services, the appropriate Operating Company Numbers (OCN) for each state as assigned by the National Exchange Carriers Association (NECA), Carrier Identification Code (CIC), if applicable, Access Customer Name and Abbreviation (ACNA), if applicable, Blanket Letter of Authorization (LOA), Misdirected Number form, and a tax exemption certificate, if applicable. Notwithstanding anything to the contrary in this Agreement, FlatPhone may not order services under a new account established in accordance with this Section 1.2 until thirty (30) days after all information specified in this Section 1.2 is received from FlatPhone.

- 1.2.1 Company Identifiers. If FlatPhone needs to change, add to, eliminate or convert its OCN(s), ACNAs and other identifying codes (collectively “Company Identifiers”) under which it operates when FlatPhone has already been conducting business utilizing those Company Identifiers, FlatPhone shall pay all charges as a result of such change, addition, elimination or conversion to the new Company Identifiers. Such charges include, but are not limited to, all time required to make system updates to all of FlatPhone’s End User records and any other changes to BellSouth systems or FlatPhone records, and will be handled in a separately negotiated agreement or as otherwise required by BellSouth.
- 1.2.2 Tax Exemption. It is the responsibility of FlatPhone to provide BellSouth with a properly completed tax exemption certificate at intervals required by the appropriate taxing authorities. A tax exemption certificate must be supplied for each individual FlatPhone entity purchasing Services under this Agreement. Upon BellSouth’s receipt of a properly completed tax exemption certificate, subsequent billings to FlatPhone will not include those taxes or fees from which FlatPhone is exempt. Prior to receipt of a properly completed exemption certificate, BellSouth shall bill, and FlatPhone shall pay all applicable taxes and fees. In the event that FlatPhone believes that it is entitled to an exemption from and refund of taxes with respect to the amount billed prior to BellSouth’s receipt of a properly completed exemption certificate, BellSouth shall assign to FlatPhone its rights to claim a refund of such taxes. If applicable law prohibits the assignment of tax refund rights or requires the claim for refund of such taxes to be filed by BellSouth, BellSouth shall, after receiving a written request from FlatPhone and at FlatPhone’s sole expense, pursue such refund claim on behalf of FlatPhone, provided that FlatPhone promptly reimburses BellSouth for any costs and expenses incurred by BellSouth in pursuing such refund claim, and provided further that BellSouth shall have the right to deduct any such outstanding costs and expenses from the amount of any refund obtained prior to remitting such refund to FlatPhone. FlatPhone shall be solely responsible for the computation, tracking, reporting and payment of all taxes and fees associated with the services provided by FlatPhone to its End Users.

- 1.3 Deposit Policy. Prior to the inauguration of service or, thereafter, upon BellSouth's request, FlatPhone shall complete the BellSouth Credit Profile (BellSouth form) and provide information to BellSouth regarding FlatPhone's credit and financial condition. Based on BellSouth's analysis of the BellSouth Credit Profile and other relevant information regarding FlatPhone's credit and financial condition, BellSouth reserves the right to require FlatPhone to provide BellSouth with a suitable form of security deposit for FlatPhone's account(s). If, in BellSouth's sole discretion, circumstances so warrant and/or FlatPhone's gross monthly billing has increased, BellSouth reserves the right to request additional security (or to require a security deposit if none was previously requested) and/or file a Uniform Commercial Code (UCC-1) security interest in FlatPhone's "accounts receivables and proceeds".
- 1.3.1 Security deposit shall take the form of cash, an Irrevocable Letter of Credit (BellSouth form), Surety Bond (BellSouth form) or, in BellSouth's sole discretion, some other form of security proposed by FlatPhone. Any such security deposit shall in no way release FlatPhone from its obligation to make complete and timely payments of its bill(s). If BellSouth requires FlatPhone to provide a security deposit, FlatPhone shall provide such security deposit prior to the inauguration of service or within fifteen (15) days of BellSouth's request, as applicable. Deposit request notices will be sent to FlatPhone via certified mail or overnight delivery. Such notice period will start the day after the deposit request notice is rendered by certified mail or overnight delivery. Interest on a cash security deposit shall accrue and be applied or refunded in accordance with the terms in BellSouth's General Subscriber Services Tariff (GSST).
- 1.3.2 Security deposits collected under this Section 1.3 shall not exceed two (2) months' estimated billing. Estimated billings are calculated based upon the monthly average of the previous six (6) months current billings, if FlatPhone has received service from BellSouth during such period at a level comparable to that anticipated to occur over the next six (6) months. If either FlatPhone or BellSouth has reason to believe that the level of service to be received during the next six (6) months will be materially higher or lower than received in the previous six (6) months, FlatPhone and BellSouth shall agree on a level of estimated billings based on all relevant information.
- 1.3.3 In the event FlatPhone fails to provide BellSouth with a suitable form of security deposit or additional security deposit as required herein, defaults on its account(s), or otherwise fails to make any payment or payments required under this Agreement in the manner and within the time required, service to FlatPhone may be Suspended, Discontinued or Terminated in accordance with the terms of Section 1.5 below. Upon Termination of services, BellSouth shall apply any security deposit to FlatPhone's final bill for its account(s).
- 1.3.3.1 At least seven (7) days prior to the expiration of any letter of credit provided by FlatPhone as security under this Agreement, FlatPhone shall renew such letter of

credit or provide BellSouth with evidence that FlatPhone has obtained a suitable replacement for the letter of credit. If FlatPhone fails to comply with the foregoing, BellSouth shall thereafter be authorized to draw down the full amount of such letter of credit and utilize the cash proceeds as security for FlatPhone accounts(s). If FlatPhone provides a security deposit or additional security deposit in the form of a surety bond as required herein, FlatPhone shall renew the surety bond or provide BellSouth with evidence that FlatPhone has obtained a suitable replacement for the surety bond at least seven (7) days prior to the cancellation date of the surety bond. If FlatPhone fails to comply with the foregoing, BellSouth shall thereafter be authorized to take action on the surety bond and utilize the cash proceeds as security for FlatPhone's account(s). If the credit rating of any bonding company that has provided FlatPhone with a surety bond provided as security hereunder has fallen below B, BellSouth will provide written notice to FlatPhone that FlatPhone must provide a replacement bond or other suitable security within fifteen (15) days of BellSouth's written notice. If FlatPhone fails to comply with the foregoing, BellSouth shall thereafter be authorized to take action on the surety bond and utilize the cash proceeds as security for FlatPhone's account(s). Notwithstanding anything contained in this Agreement to the contrary, BellSouth shall be authorized to draw down the full amount of any letter of credit or take action on any surety bond provided by FlatPhone as security hereunder if FlatPhone defaults on its account(s) or otherwise fails to make any payment or payments required under this Agreement in the manner and within the time, as required herein.

- 1.4 Payment Responsibility. Payment of all charges will be the responsibility of FlatPhone. FlatPhone shall pay invoices by utilizing wire transfer services or automatic clearing house services. FlatPhone shall make payment to BellSouth for all services billed including disputed amounts. BellSouth will not become involved in billing disputes that may arise between FlatPhone and FlatPhone's End User.
- 1.4.1 Payment Due. Payment for services provided by BellSouth, including disputed charges, is due on or before the next bill date. Information required to apply payments must accompany the payment. The information must notify BellSouth of Billing Account Numbers (BAN) paid; invoices paid and the amount to be applied to each BAN and invoice (Remittance Information). Payment is considered to have been made when the payment and Remittance Information are received by BellSouth. If the Remittance Information is not received with payment, BellSouth will be unable to apply amounts paid to FlatPhone's accounts. In such event, BellSouth shall hold such funds until the Remittance Information is received. If BellSouth does not receive the Remittance Information by the payment due date for any account(s), late payment charges shall apply.
- 1.4.1.1 Due Dates. If the payment due date falls on a Sunday or on a holiday that is observed on a Monday, the payment due date shall be the first non-holiday day following such Sunday or holiday. If the payment due date falls on a Saturday or on a holiday which is observed on Tuesday, Wednesday, Thursday, or Friday, the

payment due date shall be the last non-holiday day preceding such Saturday or holiday. If payment is not received by the payment due date, a late payment charge, as set forth in Section 1.4.1.2, below, shall apply.

- 1.4.1.2 Late Payment. If any portion of the payment is not received by BellSouth on or before the payment due date as set forth preceding, or if any portion of the payment is received by BellSouth in funds that are not immediately available to BellSouth, then a late payment and/or interest charge shall be due to BellSouth. The late payment and/or interest charge shall apply to the portion of the payment not received and shall be assessed as set forth in Section A2 of the General Subscriber Services Tariff, Section B2 of the Private Line Service Tariff or Section E2 of the Intrastate Access Tariff, or pursuant to the applicable state law as determined by BellSouth. In addition to any applicable late payment and/or interest charges, FlatPhone may be charged a fee for all returned checks at the rate set forth in Section A2 of the General Subscriber Services Tariff or pursuant to the applicable state law.
- 1.5 Discontinuing Service to FlatPhone. The procedures for discontinuing service to FlatPhone are as follows:
- 1.5.1 In order of severity, Suspend/Suspension, Discontinue/Discontinuance and Terminate/Termination are defined as follows for the purposes of this Attachment:
- 1.5.1.1 Suspend/Suspension is the temporary restriction of the billed Party's access to the ordering systems and/or access to the billed Party's ability to initiate PIC-related changes. In addition, during Suspension, pending orders may not be completed and orders for new service or changes to existing services may not be accepted.
- 1.5.1.2 Discontinue/Discontinuance is the denial of service by the billing Party to the billed Party that will result in the disruption and discontinuation of service to the billed Party's End Users or customers. Additionally, at the time of Discontinuance, BellSouth will remove any Local Service Freezes in place on the billed Party's End Users.
- 1.5.1.3 Terminate/Termination is the disconnection of service by the billing Party to the billed Party.
- 1.5.2 BellSouth reserves the right to Suspend, Discontinue or Terminate service in the event of prohibited, unlawful or improper use of BellSouth facilities or service, abuse of BellSouth facilities, or any other violation or noncompliance by FlatPhone of the rules and regulations of BellSouth's tariffs.
- 1.5.3 Suspension. If payment of amounts due as described herein is not received by the bill date in the month after the original bill date, or fifteen (15) days from the date of a deposit request in the case of security deposits, BellSouth will provide written notice to FlatPhone that services will be Suspended if payment of such amounts,



and all other amounts that become past due before Suspension, is not received by wire transfer, automatic clearing house or cashier's check in the manner set forth in Section 1.4.1 above, or in the case of a security deposit request, in the manner set forth in Section 1.3.1: (1) within seven (7) days following such notice for CABS billed services; (2) within fifteen (15) days following such notice for CRIS and IBS billed services; and (3) within seven (7) days following such notice for security deposit requests.

- 1.5.3.1 The Suspension notice shall also provide that all past due charges for CRIS and IBS billed services, and all other amounts that become past due for such services before Discontinuance, , must be paid within thirty (30) days from the date of the Suspension notice to avoid Discontinuance of CRIS and IBS billed services.
- 1.5.3.2 For CABS billed services, BellSouth will provide a Discontinuance notice that is separate from the Suspension notice, that all past due charges for CABS billed Services, and all other amounts that become past due for such services before Discontinuance, must be paid within thirty (30) days from the date of the Suspension notice to avoid Discontinuance of CABS billed services. This Discontinuance notice may be provided at the same time that BellSouth provides the Suspension notice.
- 1.5.4 Discontinuance. If payment of amounts due as described herein is not received by the bill date in the month after the original bill date, BellSouth will provide written notice that BellSouth may Discontinue the provision of existing services to FlatPhone if payment of such amounts, and all other amounts that become past due before Discontinuance, including requested security deposits, is not received by wire transfer, automatic clearing house or cashier's check in the manner set forth in Section 1.4.1 above or in the case of a deposit in accordance with Section 1.3.1, within thirty (30) days following such written notice; provided, however, that BellSouth may provide written notice that such existing services may be Discontinued within fifteen (15) days following such notice, subject to the criteria described in Section 1.5.5.
- 1.5.5 BellSouth may take the action to Discontinue the provision of existing service upon fifteen (15) days from the day after BellSouth provides written notice of such Discontinuance if (a) such notice is sent by certified mail or overnight delivery; (b) FlatPhone has not paid all amounts due pursuant to a subject bill(s), or has not provided adequate security pursuant to a deposit request; and (c) either:
- (1) BellSouth has sent the subject bill(s) to FlatPhone within (7) business days of the bill date(s), verifiable by records maintained by BellSouth:
    - i. in paper or CDROM form via the United States Postal Service (USPS),  
or
    - ii. in magnetic tape form via overnight delivery, or

iii. via electronic transmission; or

(2) BellSouth has sent the subject bill(s) to FlatPhone, using one of the media described in (1) above, more than thirty (30) days before notice to Discontinue service has been rendered.

1.5.6 In the case of Discontinuance of services, all billed charges, as well as applicable disconnect charges, shall become due.

1.5.7 FlatPhone is solely responsible for notifying the End User of the Discontinuance of service. If, within seven (7) days after FlatPhone's services have been Discontinued, FlatPhone pays, by wire transfer, automatic clearing house or cashier's check, all past due charges, including late payment charges, outstanding security deposit request amounts if applicable and any applicable restoral charges as set forth in Section A4 of the GSST, then BellSouth will reestablish service for FlatPhone.

1.5.7.1 Termination. If within seven (7) days after FlatPhone's service has been Discontinued and FlatPhone has failed to pay all past due charges as described above, then FlatPhone's service will be Terminated.

1.6 Notices. Notwithstanding anything to the contrary in this Agreement, all bills and notices regarding billing matters, disconnection of services for nonpayment of charges, and rejection of additional orders from FlatPhone, shall be forwarded to the individual and/or address provided by FlatPhone in establishment of its billing account(s) with BellSouth, or to the individual and/or address subsequently provided by FlatPhone as the contact for billing. All monthly bills and notices described in this Section shall be forwarded to the same individual and/or address; provided, however, upon written request from FlatPhone to BellSouth's billing organization, the notice of discontinuance of services purchased by FlatPhone under this Agreement provided for in Section 1.5.4 of this Attachment shall be sent via certified mail to the individual(s) listed in the Notices provision of the General Terms and Conditions of this Agreement.

## **2. BILLING DISPUTES**

2.1 FlatPhone shall electronically submit all billing disputes to BellSouth using the form specified by BellSouth. In the event of a billing dispute, the Parties will endeavor to resolve the dispute within sixty (60) days of the notification date. Within five (5) business days of BellSouth's denial, or partial denial, of the billing dispute, if FlatPhone is not satisfied with BellSouth's resolution of the billing dispute or if no response to the billing dispute has been received by FlatPhone by such sixtieth (60<sup>th</sup>) day, FlatPhone must pursue the escalation process as outlined in the Billing Dispute Escalation Matrix, set forth on BellSouth's Interconnection Services Web site, or the billing dispute shall be considered denied and closed. If, after escalation, the Parties are unable to reach resolution, then the aggrieved

Party, if it elects to pursue the dispute shall pursue dispute resolution in accordance with the General Terms and Conditions of this Agreement.

2.2

For purposes of this Section 2, a billing dispute means a reported dispute submitted pursuant to Section 2.1 of a specific amount of money actually billed by BellSouth. The billing dispute must be clearly explained by FlatPhone and supported by written documentation, which clearly shows the basis for disputing charges. The determination as to whether the billing dispute is clearly explained or clearly shows the basis for disputing charges shall be within BellSouth's sole reasonable discretion. Disputes that are not clearly explained or those that do not provide complete information may be rejected by BellSouth. Claims by FlatPhone for damages of any kind will not be considered a billing dispute for purposes of this Section. If BellSouth resolves the billing dispute, in whole or in part, in favor of FlatPhone, any credits and interest due to FlatPhone as a result thereof shall be applied to FlatPhone's account by BellSouth upon resolution of the billing dispute.

**Attachment 4**  
**Performance Measurements**

## **PERFORMANCE MEASUREMENTS**

Upon a particular Commission's issuance of an Order pertaining to Performance Measurements in a proceeding expressly applicable to all CLECs generally, BellSouth shall implement in that state such Performance Measurements as of the date specified by the Commission. Performance Measurements that have been Ordered in a particular state can currently be accessed via the internet at <http://pmap.bellsouth.com>.

The following Service Quality Measurements (SQM) plan as it presently exists and as it may be modified in the future, is being included as the performance measurements currently in place for the state of Tennessee. At such time that the TRA issues a subsequent Order pertaining to Performance Measurements, such Performance Measurements shall supersede the SQM contained in the Agreement.

# **BellSouth Service Quality Measurement Plan (SQM)**

**Tennessee Performance Metrics**

**Measurement Descriptions  
Version 2.00**

**Issue Date: July 1, 2003**

## Introduction

The BellSouth Service Quality Measurement Plan (SQM) describes in detail the measurements produced to evaluate the quality of service delivered to BellSouth's customers both wholesale and retail. The SQM was developed to respond to the requirements of the Communications Act of 1996 Section 251 (96 Act) which required BellSouth to provide non-discriminatory access to Competitive Local Exchange Carriers (CLEC)<sup>1</sup> and their Retail Customers. The reports produced by the SQM provide regulators, CLECs and BellSouth the information necessary to monitor the delivery of non-discriminatory access.

This plan results from the many divergent forces evolving from the 96 Act. The 96 Act, the Georgia Public Service Commission (GPSC) Order (Docket 7892-U 12/30/97), LCUG 1-7.0, the FCC's NPRM (CC Docket 98-56 RM9101 04/17/98), the Louisiana Public Service Commission (LPSC) Order (Docket U-22252 Subdocket C 04/19/98), numerous arbitration cases, LPSC sponsored collaborative workshops (10/98-02/00), and proceedings in Alabama, Florida, Mississippi, and North Carolina have and continue to influence the SQM. Per the Order in Docket 01-00193, issued by the Tennessee Regulatory Authority on October 4, 2002, this version of the SQM reflects the Florida Public Service Commission Order Nos. PSC-02-1736-PAA-TP, issued December 10, 2002, PSC-03-0529-PAA-TP, issued April 22, 2003 and PSC-03-0603-CO-TP, issued May 15, 2003.

The SQM and the reports flowing from it must change to reflect the dynamic requirements of the industry. New measurements are added as new products, systems, and processes are developed and fielded. New products and services are added as the markets for them develop and the processes stabilize. The measurements are also changed to reflect changes in systems, correct errors, and respond to both 3<sup>rd</sup> Party audit requirements and the Florida PSC.

This document is intended for use by someone with knowledge of the telecommunications industry, information technologies and a functional knowledge of the subject areas covered by the BellSouth Performance Measurements and the reports that flow from them.

Once it is approved, the most current copy of this document can be found on the web at URL: <http://pmap.bellsouth.com> in the Documentation/Exhibits folder.

## Report Publication Dates

Each month, preliminary SQM reports will be posted to BellSouth's SQM web site (<http://pmap.bellsouth.com>) by 8:00 A.M. EST on the 21st day of each month or the first business day after the 21st. The validated SQM reports will be posted by 8:00 A.M. on the last day of the month. Reports not posted by this time will be considered late for SEEM payment purposes. Validated SEEM reports will be posted on the 15th of the following month. SEEM payments due will also be paid on the

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<sup>1</sup>*Alternative Local Exchange Companies (ALEC) and Competing Local Providers (CLP) are referred to as Competitive Local Exchange Carriers (CLEC) in this document.*

15th of the following month. For instance: May data will be posted in preliminary SQM reports on June 21. Final validated SQM reports will be posted on the last day of the month. Final validated SEEM reports will be posted and payments mailed on the 15th of the following month. BellSouth shall retain the performance measurement raw data files for a period of 18 months and further retain the monthly reports produced in PMAP for a period of three years.

## **Report Delivery Methods**

CLEC SQM and SEEM reports will be considered delivered when posted to the web site. The Tennessee Regulatory Authority has access to the web site. In addition, a copy of the SQM and Monthly State Summary reports will be filed with the TRA as soon as possible after the last day of each month.



# Contents

## Section 1: Operations Support Systems (OSS)

OSS-1: Average Response Interval and Percent within Interval (Pre-Ordering/Ordering)	4
OSS-2: OSS Availability (Pre-Ordering/Ordering)	7
OSS-3: OSS Availability (Maintenance & Repair)	9
OSS-4: Response Interval (Maintenance & Repair)	11
PO-1: Loop Makeup - Response Time – Manual	13
PO-2: Loop Makeup - Response Time - Electronic	15

## Section 2: Ordering

O-1: Acknowledgement Message Timeliness	17
O-2: Acknowledgement Message Completeness	19
O-3: Percent Flow-Through Service Requests (Summary)	21
O-4: Percent Flow-Through Service Requests (Detail)	24
Flow-Through Error Analysis	27
O-6: CLEC LSR Information	29
O-7: Percent Rejected Service Requests	31
O-8: Reject Interval	34
O-9: Firm Order Confirmation Timeliness	38
O-10: Service Inquiry with LSR Firm Order Confirmation (FOC) Response Time Manual	42
O-11: Firm Order Confirmation and Reject Response Completeness	44
O-12: Speed of Answer in Ordering Center	46

## Section 3: Provisioning

P-1: Mean Held Order Interval & Distribution Intervals	48
P-2: (Deleted) Average Jeopardy Notice Interval & Percentage of Orders Given Jeopardy Notices	51
P-2A: Jeopardy Notice Interval	52
P-2B: Percentage of Orders Given Jeopardy Notices	54
P-3: Percent Missed Initial Installation Appointments	57
P-3A: (Deleted) Percent Missed Installation Appointments Including Subsequent Appointment	60
P-4: Average Completion Interval (OCI) & Order Completion Interval Distribution	61
P-4A: (Deleted) Average Order Completion Interval (OCI) & Order Completion Interval Distribution	64
P-5: Average Completion Notice Interval	65
P-6: % Completions/Attempts without Notice or < 24 hours Notice	68
P-7: Coordinated Customer Conversions Interval	70
P-7A: Coordinated Customer Conversions – Hot Cut Timeliness% within Interval and Average Interval	72
P-7B: Coordinated Customer Conversions – Average Recovery Time	75
P-7C: Hot Cut Conversions - % Provisioning Troubles Received within 7 Days of a Completed Service Order	77
P-8: Cooperative Acceptance Testing - % of xDSL Loops Successfully Passing Cooperative Testing	79
P-9: % Provisioning Troubles within 30 Days of Service Order Completion	81
P-10: (Deleted) Total Service Order Cycle Time (TSOCT)	84
P-11: Service Order Accuracy	85
P-11A: Service Order Accuracy	87
P-12: (Deleted) LNP-Average Disconnect Timeliness Interval & Disconnect Timeliness Interval Distribution	90
P-13B: LNP-Percent Out of Service < 60 Minutes	91
P-13C: LNP-Percentage of Time BellSouth Applies the 10-Digit Trigger Prior to the LNP Order Due Date	93
P-13D: LNP-Average Disconnect Timeliness Interval Distribution (Non-Trigger)	95

## Section 4: Maintenance & Repair

M&R-1: Missed Repair Appointments	97
M&R-2: Customer Trouble Report Rate	100
M&R-3: Maintenance Average Duration	103
M&R-4: Percent Repeat Troubles within 30 Days	106

---

M&R-5: Out of Service (OOS) > 24 Hours .....	109
M&R-6: Average Answer Time – Repair Centers.....	112
M&R-7: Mean Time To Notify CLEC of Network Outages.....	114
 <b>Section 5: Billing</b>	
B-1: Invoice Accuracy.....	116
B-2: Mean Time to Deliver Invoices.....	118
B-3: Usage Data Delivery Accuracy.....	120
B-4: Usage Data Delivery Completeness.....	122
B-5: Usage Data Delivery Timeliness.....	124
B-6: Mean Time to Deliver Usage.....	126
B-7: Recurring Charge Completeness.....	128
B-8: Non-Recurring Charge Completeness.....	130
B-9: Percent Daily Usage Feed Errors Corrected in “X” Business Days.....	132
B-10: Percent Billing Errors Corrected in “X” Business Days.....	134
 <b>Section 6: Operator Services and Directory Assistance</b>	
OS-1: Speed to Answer Performance/Average Speed to Answer - Toll.....	136
OS-2: Speed to Answer Performance/Percent Answered within “X” Seconds – Toll.....	138
DA-1: Speed to Answer Performance/Average Speed to Answer – Directory Assistance (DA).....	140
DA-2: Speed to Answer Performance/Percent Answered within “X” Seconds – Directory Assistance (DA).....	142
 <b>Section 7: Database Update Information</b>	
D-1: Average Database Update Interval.....	144
D-2: Percent Database Update Accuracy.....	146
D-3: Percent NXXs and LRNs Loaded by the LERG Effective Date.....	148
 <b>Section 8: E911</b>	
E-1: Timeliness.....	150
E-2: Accuracy.....	152
E-3: Mean Interval.....	153
 <b>Section 9: Trunk Group Performance</b>	
TGP-1: Trunk Group Performance-Aggregate.....	155
TGP-2: Trunk Group Performance-CLEC Specific.....	158
 <b>Section 10: Collocation</b>	
C-1: Collocation Average Response Time.....	161
C-2: Collocation Average Arrangement Time.....	163
C-3: Collocation Percent of Due Dates Missed.....	165
 <b>Section 11: Change Management</b>	
CM-1: Timeliness of Change Management Notices.....	167
CM-2: Change Management Notice Average Delay Days.....	169
CM-3: Timeliness of Documents Associated with Change.....	171
CM-4: Change Management Documentation Average Delay Days.....	173
CM-5: Notification of CLEC Interface Outages.....	175
CM-6: Percent of Software Errors Corrected in “X” (10, 30, 45) Business Days.....	177
CM-7: Percent of Change Requests Accepted or Rejected within 10 Days.....	179
CM-8: Percent Change Requests Rejected.....	180
CM-9: Number of Defects in Production Releases (Type 6 CR).....	182
CM-10: Software Validations.....	184
CM-11: Percent of Change Requests Implemented within 60 Weeks of Prioritization.....	186

**Appendix A: Reporting Scope**

A-1: Standard Service Groupings.....	188
A-2: Standard Service Order Activities .....	188

**Appendix B: Glossary of Acronyms and Terms**

.....	189
-------	-----

**Appendix C: BellSouth Audit Policy**

C-1: BellSouth's Internal Audit Policy.....	199
C-2: BellSouth's External Audit Policy.....	199

**Appendix D: OSS Tables**

.....	200
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**Appendix E: Flow-Through Matrix**

.....	205
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## Section 1: Operations Support Systems (OSS)

### OSS-1: Average Response Interval and Percent within Interval (Pre-Ordering/Ordering)

#### Definition

The average response interval and percent within the Interval is the average times and percent of requests responded to within certain intervals for accessing legacy data associated with appointment scheduling, service and feature availability, address verification, request for Telephone numbers (TNs), and Customer Service Records (CSRs).

#### Exclusions

- Syntactically incorrect queries
- Scheduled OSS Maintenance
- Retail usage of LENS

#### Business Rules

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

The response interval starts when the application (LENS or TAG for CLECs and RNS or ROS for BellSouth) submits a request to the legacy system and ends when the appropriate response is received by the client application. The percent of accesses to the legacy systems during the reporting period which take less than 2.3 seconds, the percent of accesses which take more than 6 seconds, and the percent which are less than or equal to 6.3 seconds are also captured. BellSouth will not schedule maintenance during the hours from 8:00 a.m. until 9:00 p.m., Monday through Friday.

#### Calculation

**Response Interval** = (a - b)

- a = Date and Time of Legacy Response
- b = Date and Time of Legacy Request

**Average Response Interval** = c / d

- c = Sum of Response Intervals
- d = Number of Legacy Requests During the Reporting Period

**Percent within Interval** = (e / f) X 100

- e = Count of requests within the designated Interval within the reporting period.
- f = Number of Legacy Requests during the Reporting Period for System for which a response was provided.

#### Report Structure

- Interface Type
- Not CLEC Specific
- Not Product/Service Specific
- Regional Level

**Data Retained**

**Relating to CLEC Experience**

- Report Month
- Legacy Contract (per reporting dimension)
- Response Interval
- Regional Scope

**Relating to BellSouth Performance**

- Report Month
- Legacy Contract (per reporting dimension)
- Response Interval
- Regional Scope

**SQM Disaggregation - Analog/Benchmark**

**SQM Level of Disaggregation**

- **RSAG – Address** (Regional Street Address Guide-Address) – stores street address information used to validate customer addresses. CLECs and BellSouth query this legacy system.
- **RSAG – TN** (Regional Street Address Guide-Telephone number) – contains information about facilities available and telephone numbers working at a given address. CLECs and BellSouth query this legacy system.
- **ATLAS** (Application for Telephone Number Load Administration and Selection) – acts as a warehouse for storing telephone numbers that are available for assignment by the system. It enables CLECs and BellSouth service reps to select and reserve telephone numbers. CLECs and BellSouth query this legacy system.
- **COFFI** (Central Office Feature File Interface) – stores information about product and service offerings and availability. CLECs query this legacy system.
- **DSAP** (DOE Support Application) – provides due date information. CLECs and BellSouth query this legacy system.
- **CRIS** (Customer Record Information System) – Source of CSR (Customer Service Record) information. Contains information about individual customers including listings, addresses, features, services, etc. CLECs and BellSouth can query for CSR information.
- **P/SIMS** (Product/Services Inventory Management system) – provides information on capacity, tariffs, inventory and service availability. CLECs query this legacy system.
- **OASIS** (Obtain Available Services Information Systems) – Information on feature and rate availability. BellSouth queries this legacy system.

**SQM Analog/Benchmark**

- Parity + 2 seconds

(See Appendix D: Tables for SQM OSS Legacy Access Times)

**SEEM Measure**

SEEM	Tier I	Tier II	Tier III
Yes .....	.....	X .....	.....

**SEEM Disaggregation - Analog/Benchmark**

**SEEM Disaggregation**

- **RSAG – Address** (Regional Street Address Guide-Address) – stores street address information used to validate customer addresses. CLECs and BellSouth query this legacy system.
- **RSAG – TN** (Regional Street Address Guide-Telephone number) – contains information about facilities available and telephone numbers working at a given address. CLECs and BellSouth query this legacy system.
- **ATLAS** (Application for Telephone Number Load Administration and Selection) – acts as a warehouse for storing telephone numbers that are available for assignment by the system. It enables CLECs and BellSouth service reps to select and reserve

OSS-1: Average Response Interval and Percent within Interval (Pre-Ordering/Ordering)

telephone numbers. CLECs and BellSouth query this legacy system.

- **COFFI** (Central Office Feature File Interface) – stores information about product and service offerings and availability. CLECs query this legacy system.
- **DSAP** (DOE Support Application) – provides due date information. CLECs and BellSouth query this legacy system.
- **CRIS** (Customer Record Information System) – Source of CSR (Customer Service Record) information. Contains information about individual customers including listings, addresses, features, services, etc. CLECs and BellSouth can query for CSR information.
- **P/SIMS** (Product/Services Inventory Management system) – provides information on capacity, tariffs, inventory and service availability. CLECs query this legacy system.
- **OASIS** (Obtain Available Services Information Systems) – Information on feature and rate availability. BellSouth queries this legacy system.

**SEEM Analog/Benchmark**

- Parity + 2 Seconds

(See Appendix D: Tables for SEEM OSS Legacy Systems)

## OSS-2: OSS Availability (Pre-Ordering/Ordering)

### Definition

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

Scheduled availability is posted on the Interconnection website: ([www.interconnection.bellsouth.com/oss/osshour.html](http://www.interconnection.bellsouth.com/oss/osshour.html))

### Exclusions

- CLEC impacting troubles caused by factors outside of BellSouth's purview, e.g., troubles in customer equipment, troubles in networks owned by telecommunications companies other than BellSouth, etc.
- Degraded service outages which are defined as a critical function that is normally performed by the CLEC or is normally provided by an application or system available to the CLEC, but with significantly reduced response or processing time.
- Scheduled OSS Maintenance

### Business Rules

This measurement captures the functional availability of applications/interfaces as a percentage of scheduled availability for the same systems. Only full and Loss of Functionality outages are included in the calculation for this measure. Full outages are defined as occurrences of either of the following:

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

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

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

### Calculation

**OSS Availability (Pre-Ordering/Ordering)** =  $(a / b) \times 100$

- a = Functional Availability
- b = Scheduled Availability

### Report Structure

- Interface Type
- Not CLEC Specific
- Not Product/Service Specific
- Regional Level

**Data Retained**

**Relating to CLEC Experience**

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

**Relating to BellSouth Performance**

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

**SQM Disaggregation - Analog/Benchmark**

**SQM Level of Disaggregation**

**SQM Analog/Benchmark**

- Regional Level, Per OSS Interface.....>= 99.5%

(See Appendix D: Tables for SQM OSS Availability)

**SEEM Measure**

SEEM	Tier I	Tier II
Yes .....		X

**SEEM Disaggregation - Analog/Benchmark**

**SEEM Disaggregation**

**SEEM Analog/Benchmark**

- Regional Level, Per OSS Interface.....>= 99.5%

(See Appendix D: Tables for SEEM OSS Availability)



## OSS-3: OSS Availability (Maintenance & Repair)

### Definition

Percent of time applications are functionally available as compared to scheduled availability. Calculations are based upon availability of applications and interfacing applications utilized by CLECs for maintenance and repair. “Functional Availability” is defined as the number of hours in the reporting period that the applications/interfaces are available to users. “Scheduled Availability” is defined as the number of hours in the reporting period that the applications/interfaces are scheduled to be available.

Scheduled availability is posted on the Interconnection website: ([www.interconnection.bellsouth.com/oss/osshour.html](http://www.interconnection.bellsouth.com/oss/osshour.html))

### Exclusions

- CLEC-impacting trouble caused by factors outside of BellSouth’s purview, e.g., troubles in customer equipment, troubles in networks owned by telecommunications companies other than BellSouth, etc.
- Degraded service outages which are defined as a critical function that is normally performed by the CLEC or is normally provided by an application or system available to the CLEC, but with significantly reduced response or processing time.

### Business Rules

This measurement captures the functional availability of applications/interfaces as a percentage of scheduled availability for the same systems. Only full outages are included in the calculations for this measure. Full outages are defined as occurrences of either of the following:

- Application/interfacing application is down or totally inoperative.
- Application is totally inoperative for customers attempting to access or use the application. This includes transport outages when they may be directly associated with a specific application.

Loss of Functionality outages are defined as:

- A critical function that is normally performed by the CLEC or is normally provided by an application or system is temporarily unavailable to the CLEC.

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

### Calculation

**OSS Availability**  $(a / b) \times 100$

- a = Functional Availability
- b = Scheduled Availability

### Report Structure

- Interface Type
- Not CLEC Specific
- Not Product/Service Specific
- Regional Level

### Data Retained

#### Relating to CLEC Experience

- Availability of CLEC TAFI
- Availability of LMOS HOST, MARCH, SOCS, CRIS, PREDICTOR, LNP and OSPCM

- ECTA

**Relating to BellSouth Performance**

- Availability of BellSouth TAFI
- Availability of LMOS HOST, MARCH, SOCS, CRIS, PREDICTOR, LNP and OSPCM

**SQM Disaggregation - Analog/Benchmark**

**SQM Level of Disaggregation**

**SQM Analog/Benchmark**

- Regional Level, Per OSS Interface.....>= 99.5%

(See Appendix D: Tables for OSS Availability (M&R))

**SEEM Measure**

SEEM	Tier I	Tier II
Yes .....		X

**SEEM Disaggregation - Analog/Benchmark**

**SEEM Disaggregation**

**SEEM Analog/Benchmark**

- Regional Level, Per OSS Interface.....>= 99.5%

(See Appendix D: Tables for SEEM OSS Availability (M&R))

## OSS-4: Response Interval (Maintenance & Repair)

### Definition

The response intervals are determined by subtracting the time a request is received on the BellSouth side of the interface from the time the response is received from the legacy system. Percentages of requests falling into each interval category are reported, along with the actual number of requests falling into those categories.

### Exclusions

None

### Business Rules

This measure is designed to monitor the time required for the CLEC and BellSouth interface system to obtain from BellSouth's legacy systems the information required to handle maintenance and repair functions. The clock starts on the date and time when the request is received on the BellSouth side of the interface and the clock stops when the response has been transmitted through that same point to the requester.

**Note:** The OSS Response Interval BellSouth Total Report is a combination of BellSouth Residence and Business Total.

### Calculation

**OSS Response Interval** = (a - b)

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

**Percent Response Interval** (per category) = (c / d) X 100

- c = Number of Response Intervals in category "X"
  - d = Number of Queries Submitted in the Reporting Period
- where, "X" is <= 4, > 4 <= 10, <= 10, > 10, or > 30 seconds.

**Average Interval** = (e / f)

- e = Sum of Response Intervals
- f = Number of Queries Submitted in the Reporting Period

### Report Structure

- Not CLEC Specific
- Not Product/Service Specific
- Regional Level

### Data Retained

#### Relating to CLEC Experience

- CLEC Transaction Intervals

#### Relating to BellSouth Performance

- BellSouth Business and Residential Transactions Intervals

**SQM Disaggregation - Analog/Benchmark**

**SQM Level of Disaggregation**

**SQM Analog/Benchmark**

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

(See Appendix D: Tables for Legacy System Access Times for M&R)

**Note:** BellSouth's Appendix D lists the query functions and the appropriate legacy systems that the queries travel through to return a response.

**SEEM Measure**

SEEM	Tier I	Tier II
Yes .....		X

**SEEM Disaggregation - Analog/Benchmark**

**SEEM Disaggregation**

**SEEM Analog/Benchmark**

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

## PO-1: Loop Makeup - Response Time – Manual

### Definition

This report measures the average interval and percent within the interval from the submission of a Manual Loop Makeup Service Inquiry (LMUSI) to the distribution of Loop Makeup information back to the CLEC.

### Exclusions

- Inquiries, which are submitted electronically
- Designated Holidays are excluded from the interval calculation
- Weekends are excluded from the interval calculation
- Canceled Inquiries

### Business Rules

The CLEC Manual Loop Makeup Service Inquiry (LMUSI) process includes inquiries submitted via E-mail or FAX to BellSouth's Complex Resale Support Group (CRSG)

This measurement combines three intervals:

1. From receipt of a valid Service Inquiry for Loop Makeup to hand off to the Service Advocacy Center (SAC) for "Look-up."
2. From SAC start date to SAC complete date
3. From SAC complete date to date the Complex Resale Support Group (CRSG) distributes loop makeup information back to the CLEC.

The "Receive Date" is defined as the date the Manual LMUSI is received by the CRSG. It is counted as day Zero. LMU "Return Date" is defined as the date the LMU information is sent back to the CLEC from BellSouth. The interval calculation is reset to Zero when a CLEC initiated change occurs on the Manual LMU request.

**Note:** The Loop Makeup Service Inquiry Form does not require the CLEC to furnish the type of Loop. The CLEC determines whether the loop makeup will support the type of service they wish to order or not and qualifies the loop. If the loop makeup will support the service, a firm order LSR is submitted by the CLEC.

(A valid Service Inquiry is an inquiry that has all required fields populated correctly and has not been returned for clarification.)

### Calculation

**Response Interval** = (a - b)

- a = Date the LMUSI returned to CLEC
- b = Date the LMUSI is received

**Average Interval** = (c / d)

- c = Sum of all Response Intervals
- d = Total Number of LMUSIs received within the reporting period

**Percent within interval** = (e / f) X 100

- e = Total LMUSIs received within the interval
- f = Total Number of LMUSIs processed within the reporting period

**Report Structure**

- CLEC Aggregate
- CLEC Specific
- Geographic Scope
  - State
  - Region
- Interval for manual LMUs:
  - 0 – <=1 day
  - >1 – <= 2 days
  - >2 – <= 3 days
  - 0 - <= 3 days
  - >3 – <= 6 days
  - >6 – <= 10 days
  - > 10 days
- Average Interval in days

**Data Retained**

**Relating to CLEC Experience**

- Report Month
- Total Number of Inquiries
- SI Intervals
- State and Region

**Relating to BellSouth Performance**

**SQM Disaggregation - Analog/Benchmark**

**SQM Level of Disaggregation**

- Loops.....

**SQM Analog/Benchmark**

Benchmark: 95% <= 3 Business Days

**SEEM Measure**

<b>SEEM</b>	<b>Tier I</b>	<b>Tier II</b>
Yes .....	X .....	X .....

**SEEM Disaggregation - Analog/Benchmark**

**SEEM Disaggregation**

- Loops.....

**SEEM Analog/Benchmark**

Benchmark: 95% <= 3 Business Days

## PO-2: Loop Makeup - Response Time - Electronic

### Definition

This report measures the average interval and the percent within the interval from the electronic submission of a Loop Makeup Service Inquiry (LMUSI) to the distribution of Loop Makeup information back to the CLEC.

### Exclusions

- Manually submitted inquiries
- Canceled Requests

### Business Rules

The response interval starts when the CLEC's Mechanized Loop Makeup Service Inquiry (LMUSI) is submitted electronically through the Operational Support Systems interface, TAG. It ends when BellSouth's Loop Facility Assignment and Control System (LFACS) responds electronically to the CLEC with the requested Loop Makeup data via the TAG Interface. LSRs submitted via LENSs will be reflected in the results for the TAG interface.

**Note:** The Loop Makeup Service Inquiry Form does not require the CLEC to furnish the type of Loop. The CLEC determines whether the loop makeup will support the type of service they wish to order or not and qualifies the loop. If the loop makeup will support the service, a firm order LSR is submitted by the CLEC. EDI is not a pre-ordering system, and, therefore, is not applicable in this measure.

### Calculation

**Response Interval** = (a - b)

- a = Date and Time the LMUSI returned to CLEC
- b = Date and Time the LMUSI is received

**Average Interval** = (c / d)

- c = Sum of all response intervals
- d = Total Number of LMUSIs received within the reporting period

**Percent within interval** = (e / f) X 100

- e = Total LMUSIs received within the interval
- f = Total Number of LMUSIs processed within the reporting period

### Report Structure

- CLEC Aggregate
- CLEC Specific
- Geographic Scope
  - State
  - Region
- Interval for electronic LMUS:
  - 0 - <= 1 minute
  - >1 - <= 5 minutes
  - 0 - <= 5 minutes
  - > 5 - <= 8 minutes
  - > 8 - <= 15 minutes

- > 15 minutes
- Average Interval in minutes

**Data Retained****Relating to CLEC Experience**

- Report Month
- Total Number of Inquires
- SI Interval
- State and Region

**Relating to BellSouth Performance**

- Not Applicable

**SQM Disaggregation - Analog/Benchmark****SQM Level of Disaggregation****SQM Analog/Benchmark**

- Loop ..... Benchmark: 95% <= 1 Minute

**SEEM Measure**

SEEM	Tier I	Tier II
Yes .....	X .....	X .....

**SEEM Disaggregation - Analog/Benchmark****SEEM Disaggregation****SEEM Analog/Benchmark**

- Loop..... 95% <= 1 Minute



## Section 2: Ordering

### O-1: Acknowledgement Message Timeliness

#### Definition

This measurement provides the response interval and percent within the interval from the time an LSR or transmission (may contain multiple LSRs from one or more CLECs in multiple states) is electronically submitted via EDI or TAG until an acknowledgement notice is sent by the system.

#### Exclusions

- Scheduled OSS Maintenance
- Manually Submitted LSRs

#### Business Rules

The process includes EDI and TAG system functional acknowledgements for all Local Service Requests (LSRs) which are electronically submitted by the CLEC. The start time is the receipt time of the LSR at BellSouth's side of the interface (gateway). The end time is when the acknowledgement is transmitted by BellSouth at BellSouth's side of the interface (gateway). For those CLECs using EDI, if more than one CLEC uses the same ordering center, an Acknowledgement Message will be returned to the "Aggregator", however, BellSouth will not be able to determine which specific CLEC this message represented.

#### Calculation

**Response Interval** = (a - b)

- a = Date and Time Acknowledgement Notices returned to CLEC
- b = Date and Time Messages/LSRs electronically submitted by the CLEC via EDI or TAG respectively

**Average Response Interval** = (c / d)

- c = Sum of all Response Intervals for returned acknowledgements
- d = Total number of electronically submitted Messages/LSRs received, via EDI or TAG respectively, for which Acknowledgement Notices were returned in the Reporting Period.

**Percent within Interval** = (e / f) X 100

- e = Total number of electronically submitted messages/LSRs received, from CLEC via EDI or TAG respectively, in the Reporting Period.
- f = Total number of electronically submitted messages/LSRs acknowledged in the Reporting Period.

#### Reporting Structure

- CLEC Aggregate
- CLEC Specific
- Geographic Scope
  - Region
- Electronically Submitted LSRs
  - 0 - <= 10 minutes
  - > 10 - <= 20 minutes
  - > 20 - <= 30 minutes
  - 0 - <= 30 minutes
  - > 30 - <= 45 minutes
  - > 45 - <= 60 minutes

- > 60 – <= 120 minutes
- > 120 minutes
- Average interval for electronically submitted LSRs in minutes

**Data Retained****Relating to CLEC Experience**

- Report Month
- Record of Functional Acknowledgements

**Relating to BellSouth Performance**

- Not Applicable

**SQM Disaggregation - Analog/Benchmark****SQM Level of Disaggregation****SQM Analog/Benchmark**

- EDI ..... EDI – 95% <= 30 Minutes
- TAG ..... TAG – 95% <= 30 Minutes

**SEEM Measure**

SEEM	Tier I	Tier II
Yes .....	X .....	X .....

**SEEM Disaggregation - Analog/Benchmark****SEEM Disaggregation****SEEM Analog/Benchmark**

- EDI ..... EDI – 95% <= 30 Minutes
- TAG ..... TAG – 95% <= 30 Minutes

## O-2: Acknowledgement Message Completeness

### Definition

This measurement provides the percent of Messages/LSRs received via EDI or TAG, which are acknowledged electronically.

### Exclusions

Manually submitted LSRs

### Business Rules

EDI and TAG send Functional Acknowledgements for all LSRs, which are electronically submitted by a CLEC. For those CLECs using EDI, if more than one CLEC uses the same ordering center, an Acknowledgement Message will be returned to the "Aggregator", however, BellSouth will not be able to determine which specific CLEC this message represented. The Acknowledgement Message is returned prior to the determination of whether the LSR will be partially mechanized or fully mechanized.

### Calculation

**Acknowledgement Completeness** = (a / b) X 100

- a = Total number of Functional Acknowledgements returned in the reporting period for Messages/LSRs electronically submitted by EDI or TAG respectively
- b = Total number of electronically submitted Messages/LSRs received in the reporting period by EDI or TAG respectively

### Report Structure

- CLEC Aggregate
- CLEC Specific
- Geographic Scope
  - Region

**Note:** Acknowledgement message is generated before the system recognizes whether this message (LSR) will be partially or fully mechanized.

### Data Retained

#### Relating to CLEC Experience

- Report Month
- Record of Functional Acknowledgements

#### Relating to BellSouth Performance

- Not Applicable

### SQM Disaggregation - Analog/Benchmark

#### SQM Level of Disaggregation

#### SQM Analog/Benchmark

- EDI ..... Benchmark: 99.9%
- TAG ..... Benchmark: 99.5%

**SEEM Measure**

SEEM	Tier I	Tier II
Yes .....	X .....	X .....

**SEEM Disaggregation - Analog/Benchmark**

**SEEM Disaggregation**

**SEEM Analog/Benchmark**

- EDI ..... Benchmark: 99.9%
- TAG ..... Benchmark: 99.5%

## O-3: Percent Flow-Through Service Requests (Summary)

### Definition

The percentage of Local Service Requests (LSR) and LNP Local Service Requests (LNP LSRs) submitted electronically via the CLEC mechanized ordering process that flow through and reach a status for a FOC to be issued, without manual intervention.

### Exclusions

- Fatal Rejects
- Auto Clarification
- Manual Fallout for Percent Flow-Through only
- CLEC System Fallout
- Scheduled OSS Maintenance

### Business Rules

The CLEC mechanized ordering process includes all LSRs, including supplements (subsequent versions) which are submitted through one of the three gateway interfaces (TAG, EDI and LENS), that flow through and reach a status for a FOC to be issued, without manual intervention. These LSRs can be divided into two classes of service: Business and Residence, and two types of service: Resale, and Unbundled Network Elements (UNE). The CLEC mechanized ordering process does not include LSRs which are submitted manually (for example, fax and courier) or are not designed to flow through (for example, Manual Fallout.)

### Definitions:

**Fatal Rejects:** Errors that prevent an LSR, submitted electronically by the CLEC, from being processed further. When an LSR is submitted by a CLEC, LEO/LNP Gateway will perform edit checks to ensure the data received is correctly formatted and complete. For example, if the PON field contains an invalid character, LEO/LNP Gateway will reject the LSR and the CLEC will receive a Fatal Reject.

**Auto-Clarification:** Clarifications that occur due to invalid data within the LSR. LESOG/LAUTO will perform data validity checks to ensure the data within the LSR is correct and valid. For example, if the address on the LSR is not valid according to RSAG, or if the LNP is not available for the NPA NXX requested, the CLEC will receive an Auto-Clarification.

**Manual Fallout:** Planned Fallout that occur by design. Certain LSRs are designed to fallout of the Mechanized Order Process due to their complexity. These LSRs are manually processed by the LCSC. When a CLEC submits an LSR, LESOG/LAUTO will determine if the LSR should be forwarded to LCSC for manual handling. Following are the categories for Manual Fallout:

1. Complex\*
2. Special pricing plans
3. Some Partial migrations (All LNP Partial Migrations)
4. New telephone number not yet posted to BOCRIS
5. Pending order review required
6. CSR inaccuracies such as invalid or missing CSR data in CRIS
7. Expedites (requested by the CLEC)
8. Denials-restore and conversion, or disconnect and conversion orders
9. Class of service invalid in certain states with some types of service
10. Low volume such as activity type "T" (move)
11. More than 25 business lines, or more than 15 loops
12. Transfer of calls option for the CLEC end users
13. Directory Listings (Identions and Captions)
14. LNP Only – Supplement LSRs except supps of O-2 (Due Date Changes) on Req Type CB

\*See LSR Flow-Through Matrix in Appendix E for a list of services, including complex services, and whether LSRs issued for the services are eligible to flow through. The matrix is updated automatically when new services are added or the systems are improved to allow a service to flow through. The current version of the Flow-Through Matrix is on the PMAP website (<http://pmap.bellsouth.com>) in the Documentation/Exhibits folder. Any change in the flow-through order category from flow-through to non-flow-through shall require prior

Commission approval.

**Total System Fallout:** Errors that require manual review by the LCSC to determine if the error is caused by the CLEC, or is due to BellSouth system functionality. If it is determined the error is caused by the CLEC, the LSR will be sent back to the CLEC for clarification. If it is determined the error is BellSouth caused, the LCSC representative will correct the error, and the LSR will continue to be processed.

**Z Status:** LSRs that receive a supplemental LSR submission prior to final disposition of the original LSR.

## Calculation

**Percent Flow Through** =  $a / [b - (c + d + e + f)] \times 100$

- a = the total number of LSRs that flow through LESOG/LAUTO and reach a status for a FOC to be issued
- b = the number of LSRs passed from LEO/LNP Gateway to LESOG/LAUTO
- c = the number of LSRs that fallout for manual processing
- d = the number of LSRs that are returned to the CLEC for auto clarification
- e = the number of LSRs that are returned to the CLEC from the LCSC due to CLEC clarification
- f = the number of LSRs that receive a Z status.

**Percent Achieved Flow Through** =  $a / [b - (c + d + e)] \times 100$

- a = the number of LSRs that flow through LESOG/LAUTO and reach a status for a FOC to be issued.
- b = the number of LSRs passed from LEO/LNP Gateway to LESOG/LAUTO
- c = the number of LSRs that are returned to the CLEC for auto clarification
- d = the number of LSRs that are returned to the CLEC from the LCSC due to CLEC clarification
- e = the number of LSRs that receive Z status

## Report Structure

- CLEC Aggregate
  - Region

## Data Retained

### Relating to CLEC Experience

- Report Month
- Total Number of LSRs Received, by Interface, by CLEC
  - TAG
  - EDI
  - LENS
- Total Number of Errors by Type, by CLEC
  - Fatal Rejects
  - Auto Clarification
  - CLEC Caused System Fallout
- Total Number of Errors by Error Code
- Total Fallout for Manual Processing

### Relating to BellSouth Performance

- Report Month
- Total Number of Errors by Type
  - BellSouth System Error

**SQM Disaggregation - Analog/Benchmark**

<b>SQM Level of Disaggregation</b>	<b>SQM Analog/Benchmark<sup>a</sup></b>
• Residence .....	Benchmark: 95%
• Business .....	Benchmark: 90%
• UNE - Loops .....	Benchmark: 85%
• UNE-P.....	Benchmark: 90%
• LNP .....	Benchmark: 85%

**SEEM Measure**

<b>SEEM</b>	<b>Tier I</b>	<b>Tier II</b>
Yes .....		X

**SEEM Disaggregation - Analog/Benchmark**

<b>SEEM Disaggregation</b>	<b>SEEM Analog/Benchmark<sup>a</sup></b>
• Residence .....	Benchmark: 95%
• Business .....	Benchmark: 90%
• UNE - Loops .....	Benchmark: 85%
• UNE-P.....	Benchmark: 90%
• LNP .....	Benchmark: 85%

<sup>a</sup> *Benchmarks do not apply to the “Percent Achieved Flow-Through.”*

## O-4: Percent Flow-Through Service Requests (Detail)

### Definition

A detailed list, by CLEC, of the percentage of Local Service Requests (LSR) and LNP Local Service Requests (LNP LSRs) submitted electronically via the CLEC mechanized ordering process that flow through and reach a status for a FOC to be issued, without manual or human intervention.

### Exclusions

- Fatal Rejects
- Auto Clarification
- Manual Fallout for Percent Flow-Through only
- CLEC System Fallout
- Scheduled OSS Maintenance

### Business Rules

The CLEC mechanized ordering process includes all LSRs, including supplements (subsequent versions) which are submitted through one of the three gateway interfaces (TAG, EDI, and LENS), that flow through and reach a status for a FOC to be issued, without manual intervention. These LSRs can be divided into two classes of service: Business and Residence, and two types of service: Resale, and Unbundled Network Elements (UNE). The CLEC mechanized ordering process does not include LSRs, which are submitted manually (for example, fax and courier) or are not designed to flow through (for example, Manual Fallout.)

### Definitions:

**Fatal Rejects:** Errors that prevent an LSR, submitted electronically by the CLEC, from being processed further. When an LSR is submitted by a CLEC, LEO/LNP Gateway will perform edit checks to ensure the data received is correctly formatted and complete. For example, if the PON field contains an invalid character, LEO/LNP Gateway will reject the LSR and the CLEC will receive a Fatal Reject.

**Auto-Clarification:** Clarifications that occur due to invalid data within the LSR. LESOG/LAUTO will perform data validity checks to ensure the data within the LSR is correct and valid. For example, if the address on the LSR is not valid according to RSAG, or if the LNP is not available for the NPA NXX requested, the CLEC will receive an Auto-Clarification.

**Manual Fallout:** Planned Fallout that occur by design. Certain LSRs are designed to fallout of the Mechanized Order Process due to their complexity. These LSRs are manually processed by the LCSC. When a CLEC submits an LSR, LESOG/LAUTO will determine if the LSR should be forwarded to LCSC for manual handling. Following are the categories for Manual Fallout:

1. Complex\*
2. Special pricing plans
3. Some Partial migrations (All LNP Partial Migrations)
4. New telephone number not yet posted to BOCRIS
5. Pending order review required
6. CSR inaccuracies such as invalid or missing CSR data in CRIS
7. Expedites (requested by the CLEC)
8. Denials-restore and conversion, or disconnect and conversion orders
9. Class of service invalid in certain states with some types of service
10. Low volume such as activity type "T" (move)
11. More than 25 business lines, or more than 15 loops
12. Transfer of calls option for the CLEC end users
13. Directory Listings (Identions and Captions)
14. LNP Only – Supplement LSRs except supps of O-2 (Due Date Changes) on Req Type CB

\*See LSR Flow-Through Matrix in Appendix E for a list of services, including complex services, and whether LSRs issued for the services are eligible to flow through. The matrix is updated automatically when new services are added or the systems are improved to allow a service to flow through. The current version of the Flow-Through Matrix is on the PMAP website (<http://pmap.bellsouth.com>) in the



Documentation/Exhibits folder. Any change in the flow-through order category from flow-through to non-flow-through shall require prior Commission approval.

**Total System Fallout:** Errors that require manual review by the LCSC to determine if the error is caused by the CLEC, or is due to BellSouth system functionality. If it is determined the error is caused by the CLEC, the LSR will be sent back to the CLEC for clarification. If it is determined the error is BellSouth caused, the LCSC representative will correct the error, and the LSR will continue to be processed.

**Z Status:** LSRs that receive a supplemental LSR submission prior to final disposition of the original LSR.

## Calculation

**Percent Flow Through** =  $a / [b - (c + d + e + f)] \times 100$

- a = the total number of LSRs that flow through LESOG/LAUTO and reach a status for a FOC to be issued
- b = the number of LSRs passed from LEO/LNP Gateway to LESOG/LAUTO
- c = the number of LSRs that fallout for manual processing
- d = the number of LSRs that are returned to the CLEC for auto clarification
- e = the number of LSRs that are returned to the CLEC from the LCSC due to CLEC clarification
- f = the number of LSRs that receive a Z status.

**Percent Achieved Flow Through** =  $a / [b - (c + d + e)] \times 100$

- a = the number of LSRs that flow through LESOG/LAUTO and reach a status for a FOC to be issued
- b = the number of LSRs passed from LEO/LNP Gateway to LESOG/LAUTO
- c = the number of LSRs that are returned to the CLEC for auto clarification
- d = the number of LSRs that are returned to the CLEC from the LCSC due to CLEC clarification
- e = the number of LSRs that receive Z status

## Report Structure

Provides the flow through percentage for each CLEC (by alias designation) submitting LSRs through the CLEC mechanized ordering process. The report provides the following:

- CLEC (by alias designation)
- Number of fatal rejects
- Mechanized interface used
- Total mechanized LSRs
- Total manual fallout
- Number of auto clarifications returned to CLEC
- Number of validated LSRs
- Number of BellSouth caused fallout
- Number of CLEC caused fallout
- Number of Service Orders Issued
- Base calculation
- CLEC error excluded calculation
- Region

## Data Retained

### Relating to CLEC Experience

- Report Month
- Total Number of LSRs Received, by Interface, by CLEC
  - TAG
  - EDI
  - LENS
- Total Number of Errors by Type, by CLEC
  - Fatal Rejects
  - Auto Clarification

- CLEC Errors
- Total Number of Errors by Error Code
- Total Fallout for Manual Processing

**Relating to BellSouth Performance**

- Report Month
- Total Number of Errors by Type
  - BellSouth System Error

**SQM Disaggregation - Analog/Benchmark**

SQM Level of Disaggregation	SQM Analog/Benchmark <sup>a</sup>
• Residence .....	Benchmark: 95%
• Business .....	Benchmark: 90%
• UNE - Loops .....	Benchmark: 85%
• UNE-P.....	Benchmark: 90%
• LNP .....	Benchmark: 85%

**SEEM Measure**

SEEM	Tier I	Tier II
Yes .....	X .....	

**SEEM Disaggregation - Analog/Benchmark**

SEEM Disaggregation	SEEM Analog/Benchmark
• Residence .....	Benchmark: 95%
• Business .....	Benchmark: 90%
• UNE- Loops .....	Benchmark: 85%
• UNE-P.....	Benchmark: 90%
• LNP .....	Benchmark: 85%

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<sup>a</sup> Benchmarks do not apply to the "Percent Achieved Flow-Through."

## Flow-Through Error Analysis

### Definition

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.

### Exclusions

Each Error Analysis is error code specific, therefore exclusions are not applicable.

### Business Rules

The CLEC mechanized ordering process includes all LSRs, including supplements (subsequent versions) which are submitted through one of the three gateway interfaces (TAG, EDI, and LENS), that flow through and reach a status for a FOC to be issued. The CLEC mechanized ordering process does not include LSRs which are submitted manually (for example, fax and courier).

### Calculation

Total for each error type

### Report Structure

Provides an analysis of each error type (by error code). The report is in descending order by count of each error code and provides the following:

- Error Type (by error code)
- Count of each error type
- Percent of each error type
- Cumulative percent
- Error Description
- CLEC Caused Count of each error code
- Percent of aggregate by CLEC caused count
- Percent of CLEC caused count
- BellSouth Caused Count of each error code
- Percent of aggregate by BellSouth caused count
- Percent of BellSouth by BellSouth caused count.

### Data Retained

#### Relating to CLEC Experience

- Report Month
- Total Number of LSRs Received
- Total Number of Errors by Type (by Error Code)
  - CLEC caused error

**Relating to BellSouth Performance**

- Report Month
- Total Number of Errors by Type (by Error Code)
  - BellSouth System Error

**SQM Disaggregation - Analog/Benchmark****SQM Level of Disaggregation****SQM Analog/Benchmark**

- Not Applicable..... Not Applicable

**SEEM Measure**

SEEM	Tier I	Tier II
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No.....		
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**SEEM Disaggregation - Analog/Benchmark****SEEM Disaggregation****SEEM Analog/Benchmark**

- Not Applicable..... Not Applicable

## O-6: CLEC LSR Information

### Definition

A list with the flow through activity of LSRs by CC, PON and Ver, issued by each CLEC during the report period.

### Exclusions

- Fatal Rejects
- LSRs Submitted Manually

### Business Rules

The CLEC mechanized ordering process includes all LSRs, including supplements (subsequent versions) which are submitted through one of the three gateway interfaces (TAG, EDI, and LENS), that flow through and reach a status for a FOC to be issued. The CLEC mechanized ordering process does not include LSRs which are submitted manually (for example, fax and courier).

### Calculation

Not Applicable

### Report Structure

Provides a list with the flow through activity of LSRs by CC, PON and Ver, issued by each CLEC during the report period with an explanation of the columns and content. This report is available on a CLEC specific basis. The report provides the following for each LSR.

- CC
- PON
- Ver
- Timestamp
- Type
- Err #
- Note or Error Description

### Data Retained

#### Relating to CLEC Experience

- Report Month
- Record of LSRs Received by CC, PON and Ver
- Record of Timestamp, Type, Err # and Note or Error Description for Each LSR by CC, PON and Ver

#### Relating to BellSouth Performance

- Not Applicable

### SQM Disaggregation - Analog/Benchmark

#### SQM Level of Disaggregation

#### SQM Analog/Benchmark

- Not Applicable..... Not Applicable

**SEEM Measure**

SEEM	Tier I	Tier II
No.....		

**SEEM Disaggregation - Analog/Benchmark**

**SEEM Disaggregation**

**SEEM Analog/Benchmark**

- Not Applicable..... Not Applicable

## O-7: Percent Rejected Service Requests

### Definition

Percent Rejected Service Request is the percent of total Service Requests [(Local Service Requests (LSRs) or Access Service Requests (ASRs)] received which are rejected due to error or omission. Service Requests are considered valid when they are submitted by the CLEC and pass edit checks to insure the data received is correctly formatted and complete.

### Exclusions

- Service Requests canceled by the CLEC prior to being rejected/clarified.
- Fatal Rejects
- Order Activities of BellSouth or the CLEC associated with internal or administrative use of local services (Record Orders, Test Orders, etc.) where identifiable
- LSRs identified as "Projects"

### Business Rules

**Fully Mechanized:** An LSR/Service Request is considered "rejected" when it is submitted electronically but does not pass edit checks in the ordering systems (EDI, LENS, TAG, LESOG, LNP Gateway, LAUTO) and is returned to the CLEC without manual intervention. There are two types of "Rejects" in the Mechanized category:

A **Fatal Reject** occurs when a CLEC attempts to electronically submit an LSR but required fields are either not populated or incorrectly populated and the request is returned to the CLEC before it is considered a valid LSR.

Fatal rejects are reported in a separate column, and for informational purposes ONLY. They are not considered in the calculation of the percent of total LSRs rejected or the total number of rejected LSRs.

An **Auto Clarification** occurs when a valid LSR is electronically submitted but rejected from LESOG or LAUTO because it does not pass further edit checks for order accuracy.

**Partially Mechanized:** A valid LSR, which is electronically submitted (via EDI, LENS, TAG) but cannot be processed electronically and "falls out" for manual handling. It is then put into "clarification" and sent back (rejected) to the CLEC.

**Non-Mechanized:** LSRs which are faxed or mailed to the LCSC for processing and "clarified" (rejected) back to the CLEC by the BellSouth service representative.

**Interconnection Trunks:** Interconnection Trunks are ordered on Access Service Requests (ASRs). ASRs are submitted to and processed by the Local Interconnection Service Center (LISC). Trunk data is reported as a separate category.

### Calculation

**Percent Rejected Service Requests** =  $(a / b) \times 100$

- a = Total Number of Service Requests Rejected in the reporting period
- b = Total Number of Service Requests Received in the reporting period

### Report Structure

- Fully Mechanized, Partially Mechanized, Non-Mechanized
- Trunks
- CLEC Specific
- CLEC Aggregate
- Geographic Scope
  - State

- Region
- Product Specific percent Rejected
- Total percent Rejected

**Data Retained**
**Relating to CLEC Experience**

- Report Month
- Total Number of LSRs
- Total Number of Rejects
- State and Region
- Total Number of ASRs (Trunks)

**Relating to BellSouth Performance**

- Not Applicable

**SQM Disaggregation - Analog/Benchmark**
**SQM Level of Disaggregation**
**SQM Analog/Benchmark**

Mechanized, Partially Mechanized and Non-Mechanized

- Resale – Residence ..... Diagnostic
- Resale - Business
- Resale – Design (Special)
- Resale PBX
- Resale Centrex
- Resale ISDN
- LNP (Standalone)
- INP (Standalone)
- 2W Analog Loop Design
- 2W Analog Loop Non-Design
- 2W Analog Loop with INP Design
- 2W Analog Loop with INP Non-Design
- 2W Analog Loop with LNP Design
- 2W Analog Loop with LNP Non-Design
- UNE Digital Loop < DS1
- UNE Digital Loop >= DS1
- UNE Loop + Port Combinations
- UNE Combination Other
- UNE ISDN Loop
- UNE Other Design
- UNE Other Non-Design
- UNE Line Splitting
- EELs
- Switch Ports
- UNE xDSL (ADSL, HDSL, UCL)
- Line Sharing
- Local Interoffice Transport
- Local Interconnection Trunks

**SEEM Measure**

<b>SEEM</b>	<b>Tier I</b>	<b>Tier II</b>
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No.....	.....	.....
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**SEEM Disaggregation - Analog/Benchmark****SEEM Disaggregation****SEEM Analog/Benchmark**

- Not Applicable..... Not Applicable

## O-8: Reject Interval

### Definition

Reject Interval is the average reject time from receipt of Service Requests [(Local Service Requests (LSRs) or Access Service Requests (ASRs))] to the distribution of a Reject. Service Requests are considered valid when they are submitted by the CLEC and pass edit checks to insure the data received is correctly formatted and complete. When there are multiple rejects on a single version of an LSR, the first reject issued is used for the calculation of the interval duration.

### Exclusions

- Service Requests canceled by CLEC prior to being rejected/clarified.
- Fatal Rejects
- Designated Holidays are excluded from the interval calculation for partially mechanized and non-mechanized LSRs/ASRs only.
- LSRs which are identified and classified as “Projects”

Non-business hours for Partially Mechanized and Non-Mechanized LSRs are excluded from the interval calculation. The excluded time is the time outside of normal operations which can be found at the following website:  
<http://www.interconnection.bellsouth.com/centers/html/lcsc.html>

Local Interconnection Service Center (LISC) - Monday through Friday 4:30 PM until 8:00 AM  
From 4:30 PM Friday until 8:00 AM Monday

The hours excluded will be altered to reflect changes in the Center operating hours. The LCSC will accept faxed LSRs only during posted hours of operation.

The interval will be the amount of time accrued from receipt of the LSR until normal closing of the center if an LSR is worked using overtime hours.

In the case of a Partially Mechanized LSR received and worked after normal business hours, the interval will be set at one (1) minute.

### Business Rules

The Reject interval is determined for each rejected LSR processed during the reporting period. The Reject interval is the elapsed time from when BellSouth receives LSR (date and time stamps in EDI or TAG) until that LSR is rejected back to the CLEC. Elapsed time for each LSR (date and time stamps in EDI or TAG) is accumulated for each reporting dimension. The accumulated time for each reporting dimension is then divided by the associated total number of rejected LSRs to produce the reject interval distribution.

**Fully Mechanized:** The elapsed time from receipt of a valid electronically submitted LSR (date and time stamp in EDI translator or TAG) until the LSR is rejected (date and time stamp or reject in EDI translator, or TAG). Auto Clarifications are considered in the Fully Mechanized category.

**Partially Mechanized:** The elapsed time from receipt of a valid electronically submitted LSR (date and time stamp in EDI translator or TAG) until it falls out for manual handling. The stop time on partially mechanized LSRs is when the LCSC Service Representative clarifies the LSR back to the CLEC via EDI translator, or TAG.

**Non-Mechanized:** The elapsed time from receipt of a valid LSR (date and time stamp of FAX or date and time mailed LSR is received in the LCSC) until notice of the reject (clarification) is returned to the CLEC via LON.

**Interconnection Trunks:** Interconnection Trunks are ordered on Access Service Requests (ASRs). ASRs are submitted to and processed by the Local Interconnection Service Center (LISC). Trunk data is reported as a separate category.

## Calculation

**Reject Interval** = (a - b)

- a = Date and Time of Service Request Rejection
- b = Date and Time of Service Request Receipt

**Average Reject Interval** = (c / d)

- c = Sum of all Reject Intervals
- d = Number of Service Requests Rejected in Reporting Period

**Reject Interval Distribution** = (e / f) X 100

- e = Service Requests Rejected in reported interval
- f = Total Number of Service Requests Rejected in Reporting Period

## Report Structure

- Fully Mechanized, Partially Mechanized, Non-Mechanized
- CLEC Specific
- CLEC Aggregate
- Geographic Scope
  - State
  - Region
- Fully Mechanized:
  - 0 - <= 4 minutes
  - > 4 - <= 8 minutes
  - > 8 - <= 12 minutes
  - > 12 - <= 60 minutes
  - 0 - <= 1 hour
  - > 1 - <= 4 hours
  - > 4 - <= 8 hours
  - > 8 - <= 12 hours
  - > 12 - <= 16 hours
  - > 16 - <= 20 hours
  - > 20 - <= 24 hours
  - > 24 hours
- Partially Mechanized:
  - 0 - <= 1 hour
  - > 1 - <= 4 hours
  - > 4 - <= 8 hours
  - > 8 - <= 10 hours
  - 0 - <= 10 hours
  - > 10 - <= 18 hours
  - 0 - <= 18 hours
  - > 18 - <= 24 hours
  - > 24 hours
- Non-mechanized:
  - 0 - <= 1 hour
  - > 1 - <= 4 hours
  - > 4 - <= 8 hours
  - > 8 - <= 12 hours
  - > 12 - <= 16 hours
  - > 16 - <= 20 hours
  - > 20 - <= 24 hours
  - 0 - <= 24 hours
  - > 24 hours
- Trunks:

- 0 - <= 36 hours
- > 36 hours

- Average Interval is reported in business hours.

## Data Retained

### Relating to CLEC Experience

- Report Month
- Reject Interval
- Total Number of LSRs
- Total Number of Rejects
- State and Region
- Total Number of ASRs (Trunks)

### Relating to BellSouth Performance

- Not Applicable

## SQM Disaggregation - Analog/Benchmark

### SQM Level of Disaggregation

### SQM Analog/Benchmark

- Resale – Residence ..... Fully Mechanized: 97% <= 1 Hour
- Resale – Business ..... Partially Mechanized: 95% <= 10 Hours
- Resale – Design (Special)..... Non Mechanized: 95% <= 24 Hours
- Resale PBX
- Resale Centrex
- Resale ISDN
- LNP (Standalone)
- INP (Standalone)
- 2W Analog Loop Design
- 2W Analog Loop Non-Design
- 2W Analog Loop with INP Design
- 2W Analog Loop with INP Non-Design
- 2W Analog Loop with LNP Design
- 2W Analog Loop with LNP Non-Design
- UNE Digital Loop < DS1
- UNE Digital Loop >= DS1
- UNE Loop + Port Combinations
- UNE Combination Other
- UNE ISDN Loop
- UNE Other Design
- UNE Other Non-Design
- UNE Line Splitting
- EELs
- Switch Ports
- UNE xDSL (ADSL, HDSL, UCL)
- Line Sharing
- Local Interoffice Transport
- Local Interconnection Trunks..... Trunks: 95% <= 36 Hours

**SEEM Measure**

SEEM	Tier I	Tier II
Yes .....	X .....	X .....

**SEEM Disaggregation - Analog/Benchmark**
**SEEM Disaggregation**
**SEEM Analog/Benchmark**

- Fully Mechanized ..... 97% <= 1 hour
- Partially Mechanized..... 95% <= 10 hours
- Non-Mechanized..... 95% <= 24 hours
- Local Interconnection Trunks..... 95% <= 36 hours

**O-8: Reject Interval**

## O-9: Firm Order Confirmation Timeliness

### Definition

Interval for Return of a Firm Order Confirmation (FOC Interval) is the average response time from receipt of valid LSR or ASR to distribution of a Firm Order Confirmation. The interval will include an electronic facilities check.

### Exclusions

- Service Requests canceled by CLEC prior to being confirmed.
- Designated Holidays are excluded from the interval calculation for partially mechanized and non-mechanized LSRs/ASRs only.
- LSRs which are identified and classified as “Projects”

Non-business hours for Partially Mechanized and Non-Mechanized LSRs are excluded from the interval calculation. The excluded time is the time outside of normal operations which can be found at the following website:  
<http://www.interconnection.bellsouth.com/centers/html/lcsc.html>

For ASRs processed in the Local Interconnection Service Center (LISC) - From 4:30 PM All hours outside of Monday – Friday 8:00 AM – 4:30 PM CST, should be excluded.

The hours excluded will be altered to reflect changes in the Center operating hours. The Centers will accept faxed LSRs only during posted hours of operation.

The interval will be the amount of time accrued from receipt of the LSR until normal closing of the center if an LSR is worked using overtime hours.

In the case of a Partially Mechanized LSR received and worked after normal business hours, the interval will be set at one (1) minute.

### Business Rules

**Fully Mechanized:** The elapsed time from receipt of a valid electronically submitted LSR (date and time stamp in EDI or TAG) until the LSR is processed, appropriate service orders are generated and a Firm Order Confirmation is returned to the CLEC via EDI translator or TAG.

**Partially Mechanized:** The elapsed time from receipt of a valid electronically submitted LSR (date and time stamp in EDI, or TAG) 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 SOCS and a Firm Order Confirmation is returned to the CLEC via EDI translator, or TAG.

**Non-Mechanized:** The elapsed time from receipt of a valid paper LSR (date and time stamp of FAX or date and time paper LSRs received in LCSC) until appropriate service orders are issued by a BellSouth service representative via Direct Order Entry (DOE) or Service Order Negotiation Generation System (SONGS) to SOCS and a Firm Order Confirmation is sent to the CLEC via LON.

**Interconnection Trunks:** Interconnection Trunks are ordered on Access Service Requests (ASRs). ASRs are submitted to and processed by the Local Interconnection Service Center (LISC). The elapsed time is measured from receipt of a valid ASR (date and time stamp of a FAX or paper ASR received in the LISC) until the appropriate orders are issued by a BellSouth representative and a FOC issued in EXACT. Trunk data is reported as a separate category.

**Note:** When multiple FOCs occur on a single version of an LSR, the first FOC is used to measure the interval.

## Calculation

**Firm Order Confirmation Interval** = (a - b)

- a = Date and Time of Firm Order Confirmation
- b = Date and Time of Service Request Receipt

**Average FOC Interval** = (c / d)

- c = Sum of all Firm Order Confirmation Times
- d = Number of Service Requests Confirmed in Reporting Period

**FOC Interval Distribution** = (e / f) X 100

- e = Service Requests Confirmed in Designated Interval
- f = Total Service Requests Confirmed in the Reporting Period

## Report Structure

- Fully Mechanized, Partially Mechanized, Non-Mechanized
  - CLEC Specific
  - CLEC Aggregate
- Geographic Scope
  - State
  - Region
- Fully Mechanized:
  - 0 - <= 15 minutes
  - > 15 - <= 30 minutes
  - > 30 - <= 45 minutes
  - > 45 - <= 60 minutes
  - > 60 - <= 90 minutes
  - > 90 - <= 120 minutes
  - > 120 - <= 180 minutes
  - 0 - <= 3 hours
  - > 3 - <= 6 hours
  - > 6 - <= 12 hours
  - > 12 - <= 24 hours
  - > 24 - <= 48 hours
  - > 48 hours
- Partially Mechanized:
  - 0 - <= 4 hours
  - > 4 - <= 8 hours
  - > 8 - <= 10 hours
  - 0 - <= 10 hours
  - > 10 - <= 18 hours
  - 0 - <= 18 hours
  - > 18 - <= 24 hours
  - > 24 - <= 48 hours
  - > 48 hours
- Non-mechanized:
  - 0 - <= 4 hours
  - > 4 - <= 8 hours
  - > 8 - <= 12 hours
  - > 12 - <= 16 hours
  - 0 - <= 24 hours
  - > 16 - <= 20 hours
  - > 20 - <= 24 hours
  - > 24 - <= 36 hours
  - 0 - <= 36 hours

- > 36 - <= 48 hours
- > 48 hours
- Trunks:
  - 0 - <= 48 hours
  - > 48 hours
- Average Interval is reported in business hours

**Data Retained**

**Relating to CLEC Experience**

- Report Month
- Interval for FOC
- Total Number of LSRs
- State and Region
- Total Number of ASRs (Trunks)

**Relating to BellSouth Performance**

- Not Applicable

**SQM Disaggregation - Analog/Benchmark**

**SQM Level of Disaggregation**

**SQM Analog/Benchmark**

- |                                      |                                       |
|--------------------------------------|---------------------------------------|
| • Resale – Residence .....           | Fully Mechanized: 95% <= 3 Hours      |
| • Resale – Business .....            | Partially Mechanized: 95% <= 10 Hours |
| • Resale – Design (Special).....     | Non-Mechanized: 95% <= 24 Hours       |
| • Resale PBX                         |                                       |
| • Resale Centrex                     |                                       |
| • Resale ISDN                        |                                       |
| • LNP (Standalone)                   |                                       |
| • INP (Standalone)                   |                                       |
| • 2W Analog Loop Design              |                                       |
| • 2W Analog Loop Non-Design          |                                       |
| • 2W Analog Loop with INP Design     |                                       |
| • 2W Analog Loop with INP Non-Design |                                       |
| • 2W Analog Loop with LNP Design     |                                       |
| • 2W Analog Loop with LNP Non-Design |                                       |
| • UNE Digital Loop < DS1             |                                       |
| • UNE Digital Loop >= DS1            |                                       |
| • UNE Loop + Port Combinations       |                                       |
| • UNE Combination Other              |                                       |
| • UNE ISDN Loop                      |                                       |
| • UNE Other Design                   |                                       |
| • UNE Other Non-Design               |                                       |
| • UNE Line Splitting                 |                                       |
| • EELs                               |                                       |
| • Switch Ports                       |                                       |
| • UNE xDSL (ADSL, HDSL, UCL)         |                                       |
| • Line Sharing                       |                                       |
| • Local Interoffice Transport        |                                       |
| • Local Interconnection Trunks.....  | Trunks: 95% <= 48 Hours               |

**SEEM Measure**

<b>SEEM</b>	<b>Tier I</b>	<b>Tier II</b>
Yes .....	X .....	X .....



**SEEM Disaggregation - Analog/Benchmark****SEEM Disaggregation****SEEM Analog/Benchmark**

- Fully Mechanized ..... 95% <= 3 Hours
- Partially Mechanized..... 95% <= 10 Hours
- Non-Mechanized..... 95% <= 24 Hours
- Local Interconnection Trunks..... 95% <= 48 Hours

## O-10: Service Inquiry with LSR Firm Order Confirmation (FOC) Response Time Manual<sup>1</sup>

### Definition

This report measures the interval and the percent within the interval from the submission of a Service Inquiry (SI) with Firm Order LSR to the distribution of a Firm Order Confirmation (FOC).

### Exclusions

- Designated Holidays are excluded from the interval calculation.
- Weekend hours from 5:00 PM Friday until 8:00AM Monday are excluded from the interval calculation of the Service Inquiry.
- Canceled Requests
- Electronically Submitted Requests
- Non-business hours for Partially Mechanized and Non-Mechanized LSRs are excluded from the interval calculation. The excluded time is the time outside of normal operations which can be found at the following website:  
<http://www.interconnection.bellsouth.com/centers/html/lcsc.html>

### Business Rules

This measurement combines four intervals:

1. From receipt of a valid Service Inquiry with LSR to hand off to the Service Advocacy Center (SAC) for Loop 'Look-up'.
2. From SAC start date to SAC complete date.
3. From SAC complete date to the Complex Resale Support Group (CRSG) complete date with hand off to LCSC.
4. From receipt of a valid SI/LSR in the LCSC to Firm Order Confirmation.

(A valid Service Inquiry is an inquiry that has all required fields populated correctly and has not been returned for clarification.)

### Calculation

**FOC Timeliness Interval with SI** = (a - b)

- a = Date and Time Firm Order Confirmation (FOC) for SI with LSR returned to CLEC
- b = Date and Time SI with LSR received

**Average Interval** = (c / d)

- c = Sum of all FOC Timeliness Intervals with SI
- d = Total number of SIs with LSRs received in the reporting period

**Percent Within Interval** = (e / f) X 100

- e = Total number of Service Inquiries with LSRs received by the CRSG to distribution of FOC by the Local Carrier Service Center (LCSC)
- f = Total number of Service Inquiries with LSRs received in the reporting period

### Report Structure

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

---

<sup>1</sup>See O-9 for FOC Timeliness

- Intervals
  - 0 – <= 3 days
  - > 3 – <= 5 days
  - 0 – <=5 days
  - > 5 – <= 7 days
  - > 7 – <= 10 days
  - > 10 – <= 15 days
  - >15 days
- Average Interval measured in days

**Data Retained**

**Relating to CLEC Experience**

- Report Month
- Total Number of Requests
- SI Intervals
- State and Region

**Relating to BellSouth Performance**

- Not Applicable

**SQM Disaggregation - Analog/Benchmark**

**SQM Level of Disaggregation**

**SQM Analog/Benchmark**

- xDSL (includes UNE unbundled ADSL, HDSL and ..... 95% Returned <= 5 Business Days  
UNE Unbundled Copper Loops)
- Unbundled Interoffice Transport

**SEEM Measure**

SEEM	Tier I	Tier II
No.....	.....	.....

**SEEM Disaggregation - Analog/Benchmark**

**SEEM Disaggregation**

**SEEM Analog/Benchmark**

- Not Applicable..... Not Applicable

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

### Definition

A response is expected from BellSouth for every Local Service Request transaction (version). Firm Order Confirmation and Reject Response Completeness is the corresponding number of Local Service Requests received to the combination of Firm Order Confirmation and Reject Responses.

### Exclusions

- Service Requests canceled by the CLEC prior to FOC or Rejected/Clarified
- Fatal Rejects
- LSRs identified as “Projects”

### Business Rules

**Mechanized** – The number of FOCs or Auto Clarifications sent to the CLEC from EDI, or TAG in response to electronically submitted LSRs.

**Partially Mechanized** – The number of FOCs or Rejects sent to the CLEC from EDI, or TAG in response to electronically submitted LSRs which fall out for manual handling by the LCSC personnel.

**Non-Mechanized:** The number of FOCs or Rejects sent to the CLECs by FAX server.

**Interconnection Trunks:** Interconnection Trunks are ordered on Access Service Requests (ASRs). ASRs are submitted to and processed by the Local Interconnection Service Center (LISC). Trunk data is reported as a separate category.

### For CLEC Results:

Percent responses is determined by computing the number of Firm Order Confirmations and Rejects transmitted by BellSouth and dividing by the number of Local Service Requests (all versions) received in the reporting period.

### Calculation

**Firm Order Confirmation / Reject Response Completeness** =  $(a / b) \times 100$

- a = Total Number of Service Requests for which a Firm Order Confirmation or Reject is Sent
- b = Total Number of Service Requests Received in the Report Period

### Report Structure

Fully Mechanized, Partially Mechanized, Non-Mechanized and Interconnection Trunks

- State and Region
- CLEC Specific
- CLEC Aggregate

### Data Retained

#### Relating to CLEC Experience

- Report Month
- Total Number of LSRs
- Total Number of rejects

- Total Number of ASRs (Trunks)
- Total Number of FOCs

**Relating to BellSouth Performance**

- Not Applicable

**SQM Disaggregation - Analog/Benchmark**

<b>SQM Level of Disaggregation</b>	<b>SQM Analog/Benchmark</b>
• Resale Residence .....	95% Returned
• Resale Business	
• Resale Design (Special)	
• Resale PBX	
• Resale Centrex	
• Resale ISDN	
• LNP (Standalone)	
• INP (Standalone)	
• 2W Analog Loop Design	
• 2W Analog Loop Non-Design	
• 2W Analog Loop with INP Design	
• 2W Analog Loop with INP Non-Design	
• 2W Analog Loop with LNP Design	
• 2W Analog Loop with LNP Non-Design	
• UNE Digital Loop < DS1	
• UNE Digital Loop >= DS1	
• UNE Loop + Port Combinations	
• UNE Combination Other	
• UNE ISDN Loop	
• UNE Other Design	
• UNE Other Non-Design	
• UNE Line Splitting	
• EELs	
• Switch Ports	
• UNE xDSL (ADSL, HDSL, UCL)	
• Line Sharing	
• Local Interoffice Transport	
• Local Interconnection Trunks	

**SEEM Measure**

<b>SEEM</b>	<b>Tier I</b>	<b>Tier II</b>
Yes .....	X .....	X

**SEEM Disaggregation - Analog/Benchmark**

<b>SEEM Disaggregation</b>	<b>SEEM Analog/Benchmark</b>
• Fully Mechanized .....	95% Returned
• Partially Mechanized	
• Non-Mechanized	
• Local Interconnection Trunks	

## O-12: Speed of Answer in Ordering Center

### Definition

Measures the average time a customer is in queue.

### Exclusions

None

### Business Rules

The clock starts when the appropriate option is selected (i.e., 1 for Resale Consumer, 2 for Resale Multiline, and 3 for UNE-LNP, etc.) and the call enters the queue for that particular group in the LCSC. The clock stops when a BellSouth service representative in the LCSC answers the call. The speed of answer is determined by measuring and accumulating the elapsed time from the entry of a CLEC call into the BellSouth automatic call distributor (ACD) until a service representative in BellSouth's Local Carrier Service Center (LCSC) answers the CLEC call.

### Calculation

**Speed of Answer in Ordering Center** = (a / b)

- a = Total seconds in queue
- b = Total number of calls answered in the Reporting Period

### Report Structure

Aggregate

- CLEC – Local Carrier Service Center
- BellSouth
  - Business Service Center
- Geographic Scope
  - Region

### Data Retained

#### Relating to CLEC Experience

- Mechanized Tracking Through LCSC Automatic Call Distributor

#### Relating to BellSouth Performance

- Mechanized Tracking Through BellSouth Retail Center Support System

**SQM Disaggregation - Analog/Benchmark**

**SQM Level of Disaggregation**

**SQM Analog/Benchmark**

Aggregate

- CLEC – Local Carrier Service Center ..... Parity with Retail (Business Service Center)

**SEEM Measure**

SEEM	Tier I	Tier II
Yes .....		X

**SEEM Disaggregation - Analog/Benchmark**

**SEEM Disaggregation**

**SEEM Analog/Benchmark**

- CLEC - Local Carrier Service Center ..... Parity with Retail (Business Service Center)

## Section 3: Provisioning

### P-1: Mean Held Order Interval & Distribution Intervals

#### Definition

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

#### Exclusions

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

#### Business Rules

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

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

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

#### Calculation

**Mean Held Order Interval** =  $a / b$

- $a$  = Sum of held-over-days for all Past Due Orders Held with a BellSouth Missed Appointment from the earliest BellSouth missed appointment
- $b$  = Number of Past Due Orders Held and Pending But Not Completed and past the committed due date

**Held Order Distribution Interval** (for each interval) =  $(c / d) \times 100$

- $c$  = # of Orders Held for  $\geq 15$  days or # of Orders Held for  $\geq 90$  days
- $d$  = Total # of Past Due Orders Held and Pending But Not Completed)



**Report Structure**

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

**Data Retained**
**Relating to CLEC Experience**

- Report Month
- CLEC Order Number and PON (PON)
- Order Submission Date (TICKET\_ID)
- Committed Due Date (DD)
- Service Type (CLASS\_SVC\_DESC)
- Hold Reason
- Total Line/Circuit Count
- Geographic Scope

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

**Relating to BellSouth Performance**

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

**SQM Disaggregation - Analog/Benchmark**
**SQM Level of Disaggregation**
**SQM Analog/Benchmark**

- |   |   |
|---|---|
| • Resale Residence .....                    | Retail Residence  |
| • Resale Business .....                     | Retail Business   |
| • Resale Design .....                       | Retail Design   |
| • Resale PBX .....                          | Retail PBX  |
| • Resale Centrex.....                       | Retail Centrex  |
| • Resale ISDN.....                          | Retail ISDN   |
| • LNP (Standalone) .....                    | Retail Residence and Business (POTS)                                    |
| • INP (Standalone) .....                    | Retail Residence and Business (POTS)                                    |
| • 2W Analog Loop Design.....                | Retail Residence and Business Dispatch                                  |
| • 2W Analog Loop Non-Design .....           | Retail Residence and Business – (POTS Excluding<br>Switch-Based Orders) |
| • 2W Analog Loop with LNP - Design.....     | Retail Residence and Business Dispatch                                  |
| • 2W Analog Loop with LNP- Non-Design ..... | Retail Residence and Business – (POTS Excluding<br>Switch-Based Orders) |
| • 2W Analog Loop with INP-Design.....       | Retail Residence and Business Dispatch                                  |
| • 2W Analog Loop with INP-Non-Design .....  | Retail Residence and Business – (POTS Excluding<br>Switch-Based Orders) |

- UNE Digital Loop < DS1 ..... Retail Digital Loop < DS1
- UNE Digital Loop >= DS1 ..... Retail Digital Loop >= DS1
- UNE Loop + Port Combinations..... Retail Residence and Business
  - Dispatch In..... - Dispatch
  - Switch Based..... - Switched Based
- UNE Switch Ports..... Retail Residence and Business (POTS)
- UNE Combo Other ..... Retail Residence, Business and Design Dispatch
- UNE xDSL (HDSL, ADSL and UCL) ..... ADSL Provided to Retail
- UNE ISDN (Includes UDC)..... Retail ISDN - BRI
- UNE Line Sharing ..... ADSL Provided to Retail
- UNE Other Design..... Retail Design
- UNE Other Non-Design..... Retail Residence and Business
- Local Transport (Unbundled Interoffice Transport)..... Retail DS1/DS3 Interoffice
- Local Interconnection Trunks..... Parity with Retail
- UNE Line Splitting ..... ADSL to Retail
- EELs ..... Retail DS1/DS3

**SEEM Measure**

SEEM	Tier I	Tier II
No.....		

**SEEM Disaggregation - Analog/Benchmark**

**SEEM Disaggregation**

**SEEM Analog/Benchmark**

- Not Applicable..... Not Applicable

**P-2: Average Jeopardy Notice Interval & Percentage of Orders Given  
Jeopardy Notices**

**(Deleted)**

## P-2A: Jeopardy Notice Interval

### Definition

When BellSouth can determine in advance that a committed due date is in jeopardy for facility delay, it will provide advance notice to the CLEC.

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

### Exclusions

- Orders held for CLEC end user reasons
- Disconnect (D) and From (F) orders
- Orders with Jeopardy Notice when jeopardy is identified on the due date. This exclusion only applies when the technician on premises has attempted to provide service but must refer to Engineer or Cable Repair for facility jeopardy.
- Orders issued with a due date of  $\leq 48$  hours.

### Business Rules

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

### Calculation

**Jeopardy Interval** = a - b

- a = Date and Time of Scheduled Due Date on Service Order
- b = Date and Time of Jeopardy Notice

**Average Jeopardy Interval** = c / d

- c = Sum of all Jeopardy Intervals
- d = Number of Orders Notified of Jeopardy in Reporting Period

### Report Structure

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

### Data Retained

#### Relating to CLEC Experience

- Report Month
- CLEC Order Number and PON

- Date and Time Jeopardy Notice Sent
- Committed Due Date
- Service Type

**Relating to BellSouth Performance**

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

**SQM Disaggregation - Analog/Benchmark**

**SQM Level of Disaggregation**

**SQM Analog/Benchmark**

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

**SEEM Measure**

<b>SEEM</b>	<b>Tier I</b>	<b>Tier II</b>
No.....		

**SEEM Disaggregation**

**SEEM Analog/Benchmark**

- Not Applicable..... Not Applicable

## P-2B: Percentage of Orders Given Jeopardy Notices

### Definition

When BellSouth can determine in advance that a committed due date is in jeopardy for facility delay, it will provide advance notice to the CLEC.

The Percent of Orders is the percentage of orders given jeopardy notices for facility delay in the count of orders confirmed in the report period.

### Exclusions

- Orders held for CLEC end user reasons
- Disconnect (D) and From (F) orders

### Business Rules

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

### Calculation

**Percent of Orders Given Jeopardy Notice** =  $(a / b) \times 100$

- a = Number of Orders Given Jeopardy Notices in Reporting Period
- b = Number of Orders Confirmed (due) in Reporting Period

**Percent of Orders Given Jeopardy Notice >= 48 hours** =  $(c / d) \times 100$

- c = Number of Orders Given Jeopardy Notice >= 48 hours in Reporting Period (electronic only)
- d = Number of Orders Given Jeopardy Notices in Reporting Period (electronic only)

### Report Structure

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

### Data Retained

#### Relating to CLEC Experience

- Report Month
- CLEC Order Number and PON

- Date and Time Jeopardy Notice sent
- Committed Due Date
- Service Type

**Relating to BellSouth Performance**

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

**SQM Disaggregation - Analog/Benchmark**

**SQM Level of Disaggregation**

**SQM Analog/Benchmark**

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

**SEEM Measure**

SEEM	Tier I	Tier II
No.....		

**SEEM Disaggregation**

**SEEM Analog/Benchmark**

- Not Applicable..... Not Applicable



## P-3: Percent Missed Initial Installation Appointments

### Definition

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

### Exclusions

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

### Business Rules

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

### Calculation

**Percent Missed Installation Appointments** =  $(a / b) \times 100$

- a = Number of Orders with Completion date in Reporting Period past the Original Committed Due Date
- b = Number of Orders Completed in Reporting Period

### Report Structure

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

### Data Retained

#### Relating to CLEC Experience

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

- Completion Date (CMPLTN DD)
- Status Type
- Status Notice Date
- Standard Order Activity

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

**Relatng to BellSouth Performance**

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

**SQM Disaggregation - Analog/Benchmark**

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

**SEEM Measure**

SEEM	Tier I	Tier II
Yes .....	X .....	X .....

**SEEM Disaggregation - Analog/Benchmark**

**SEEM Disaggregation**

**SEEM Analog/Benchmark**

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

**P-3A: Percent Missed Installation Appointments Including Subsequent Appointments****(Deleted)**

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

### Definition

The “average completion interval” measure monitors the interval of time it takes BellSouth to provide service for the CLEC or its own customers. The “Order Completion Interval Distribution” provides the percentages of orders completed within certain time periods. This report measures how well BellSouth meets the interval offered to customers on service orders.

### Exclusions

- Canceled Service Orders
- Order Activities of BellSouth or the CLEC associated with internal or administrative use of local services (Record Orders, Listing Orders, Test Orders, etc.)
- Disconnect (D & F) orders (Except “D” orders associated with LNP Standalone)
- “L” Appointment coded orders (where the customer has requested a later than offered interval)
- End user-caused misses

### Business Rules

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

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

### Calculation

**Completion Interval** = (a - b)

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

**Average Completion Interval** = (c / d)

- c = Sum of all Completion Intervals
- d = Count of Orders Completed in Reporting Period

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

- e = Service Orders Completed in “X” days
- f = Total Service Orders Completed in Reporting Period

### Report Structure

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

- Geographic Scope
  - State
  - Region

**Data Retained**

**Relating to CLEC Experience**

- Report Month
- CLEC Company Name
- Order Number (PON)
- Application Date and Time
- Completion Date (CMPLTN\_DT)
- Service Type (CLASS\_SVC\_DESC)
- Geographic Scope

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

**Relating to BellSouth Performance**

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

**SQM Disaggregation - Analog/Benchmark**

<b>SQM Level of Disaggregation</b>	<b>SQM Analog/Benchmark</b>
• Resale Residence .....	Retail Residence
• Resale Business .....	Retail Business
• Resale Design .....	Retail Design
• Resale PBX .....	Retail PBX
• Resale Centrex.....	Retail Centrex
• Resale ISDN.....	Retail ISDN
• LNP (Standalone) .....	Retail Residence and Business (POTS)
• INP (Standalone) .....	Retail Residence and Business (POTS)
• 2W Analog Loop Design.....	Retail Residence and Business Dispatch
• 2W Analog Loop Non-Design .....	Retail Residence and Business – (POTS Excluding Switch-Based Orders)
• 2W Analog Loop with LNP - Design .....	Retail Residence and Business Dispatch
• 2W Analog Loop with LNP- Non-Design .....	Retail Residence and Business – (POTS Excluding Switch-Based Orders)
• 2W Analog Loop with INP-Design.....	Retail Residence and Business Dispatch
• 2W Analog Loop with INP-Non-Design .....	Retail Residence and Business – (POTS Excluding Switch-Based Orders)
• UNE Digital Loop < DS1 .....	Retail Digital Loop < DS1
• UNE Digital Loop >= DS1 .....	Retail Digital Loop >= DS1
• UNE Loop + Port Combinations.....	Retail Residence and Business
- Dispatch In.....	- Dispatch In
- Switch Based.....	- Switch Based
• UNE Switch Ports.....	Retail Residence and Business (POTS)
• UNE Combo Other .....	Retail Residence, Business and Design Dispatch
• UNE xDSL (HDSL, ADSL and UCL)	
- Without Conditioning .....	- <= 5 Days
- With Conditioning.....	- <= 12 Days
• UNE ISDN .....	Retail ISDN - BRI
• UNE Line Sharing Without Conditioning .....	ADSL Provided to Retail

- With Conditioning ..... <= 12 Days
- Local Transport (Unbundled Interoffice Transport) ..... Retail DS1/DS3 Interoffice
- Local Interconnection Trunks ..... Parity with Retail
- UNE Line Splitting Without Conditioning ..... ADSL Provided to Retail
- With Conditioning ..... <= 12 Days
- UNE Other Design ..... Retail Design
- UNE Other Non-Design ..... Retail Residence and Business
- EELs ..... Retail DS1/DS3
- UNE UDC/IDSL ..... Retail ISDN - BRI

**SEEM Measure**

SEEM	Tier I	Tier II
Yes .....	X .....	X .....

**SEEM Disaggregation - Analog/Benchmark**

**SEEM Disaggregation**

**SEEM Analog/Benchmark**

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

**P-4A: Average Order Completion and Completion Notice Interval (AOCCNI)  
Distribution****(Deleted)**



## P-5: Average Completion Notice Interval

### Definitions

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

### Exclusions

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

### Business Rules

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

The start time for all orders is the completion stamp either by the field technician or the 5PM due date stamp; the end time for mechanized orders is the time stamp the notice was delivered to the CLEC interface (LENS, EDI, OR TAG). For non-mechanized orders-the end time will be date and timestamp of order update from the FAX record via LON or C-SOTS system. For the retail analog, the start time is when the technician completes the order and the end time is when the order status is changed to complete in SOCS.

### Calculation

**Completion Notice Interval** = (a - b)

- a = Date and Time of Notice of Completion
- b = Date and Time of Work Completion

**Average Completion Notice Interval** = c / d

- c = Sum of all Completion Notice Intervals
- d = Number of Orders with Notice of Completion in Reporting Period

### Report Structure

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

## Data Retained

### Relating to CLEC Experience

- Report Month
- CLEC Order Number (so\_nbr)
- Work Completion Date (cmpltn\_dt)
- Work Completion Time
- Completion Notice Availability Date
- Completion Notice Availability Time
- Service Type
- Geographic Scope

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

### Relating to BellSouth Performance

- Report Month
- BellSouth Order Number (so\_nbr)
- Work Completion Date (cmpltn\_dt)
- Work Completion Time
- Completion Notice Availability Date
- Completion Notice Availability Time
- Service Type
- Geographic Scope

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

## SQM Disaggregation - Analog/Benchmark

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

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

**SEEM Measure**

SEEM	Tier I	Tier II
No.....		

**SEEM Disaggregation - Analog/Benchmark**

**SEEM Disaggregation**

**SEEM Analog/Benchmark**

- Not Applicable..... Not Applicable

## P-6: % Completions/Attempts without Notice or < 24 hours Notice

### Definition

The purpose of this measure is to report if BellSouth is returning a FOC to the CLEC in time for the CLEC to notify their customer of the scheduled date.

### Exclusions

- Canceled Orders
- Expedited Orders
- "0" dated orders or any request where the subscriber requested an earlier due date of < 24 hours prior to the original commitment date, or any LSR received < 24 hours prior to the original commitment date.

### Business Rules

#### For CLEC Results:

Calculation would exclude any successful or unsuccessful service delivery where the CLEC was informed at least 24 hours in advance. BellSouth may also exclude from calculation any LSRs received from the requesting CLEC with less than 24 hour notice prior to the commitment date.

### Calculation

**Percent Completions or Attempts without Notice or with Less Than 24 Hours Notice** =  $(a / b) \times 100$

- a = Completion Dispatches (Successful and Unsuccessful) With No FOC or FOC Received < 24 Hours of Original Committed Due Date
- b = All Completions

### Report Structure

- CLEC Specific
- CLEC Aggregate
- Dispatch /Non-Dispatch
- Total Orders FOC < 24 Hours
- Total Completed Service Orders
- % FOC < 24 Hours
- Geographic Scope
  - State
  - Region

### Data Retained

#### Relating to CLEC Experience

- Committed Due Date (DD)
- FOC End Timestamp
- Report Month
- CLEC Order Number and PON

#### Relating to BellSouth Performance

- Not Applicable

**SQM Disaggregation - Analog/Benchmark**

<b>SQM Level of Disaggregation</b>	<b>SQM Analog/Benchmark</b>
• Resale Residence .....	<= 5%
• Resale Business	
• Resale Design	
• Resale PBX	
• Resale Centrex	
• Resale ISDN	
• LNP (Standalone)	
• INP (Standalone)	
• 2W Analog Loop Design	
• 2W Analog Loop Non-Design	
• 2W Analog Loop Design with LNP	
• 2W Analog Loop Non-Design with LNP	
• 2W Analog Loop Design with INP	
• 2W Analog Loop Non-Design with INP	
• UNE Digital Loop < DS1	
• UNE Digital Loop >= DS1	
• UNE Loop + Port Combinations	
- Dispatch In	
- Switch Based	
• UNE Switch Ports	
• UNE Combo Other	
• UNE xDSL (HDSL, ADSL and UCL)	
• UNE ISDN (Includes UDC)	
• UNE Line Sharing	
• UNE Line Splitting	
• Local Transport (Unbundled Interoffice Transport)	
• Local Interconnection Trunks	
• EELS	

**SEEM Measure**

<b>SEEM</b>	<b>Tier I</b>	<b>Tier II</b>
No.....		

**SEEM Disaggregation - Analog/Benchmark**

<b>SEEM Disaggregation</b>	<b>SEEM Analog/Benchmark</b>
• Not Applicable.....	Not Applicable

**P-6: % Completions/Attempts without Notice or < 24 hours Notice**

## P-7: Coordinated Customer Conversions Interval

### Definition

This report measures the average time it takes BellSouth to disconnect an unbundled loop from the BellSouth switch and cross connect it to CLEC equipment. This measurement applies to service orders with INP and LNP, and where the CLEC has requested BellSouth to provide a coordinated cutover.

### Exclusions

- Any order canceled by the CLEC will be excluded from this measurement.
- Delays due to CLEC following disconnection of the unbundled loop
- Unbundled Loops where there is no existing subscriber loop and loops where coordination is not requested.

### Business Rules

Where the service order includes LNP, the interval includes the total time for the cutover including the translation time to place the line back in service on the ported line. When the service order includes INP, the interval includes the total time for the cutover including the translation time to place the link back in service on the ported line. The interval is calculated for the entire cutover time for the service order and then divided by items worked in that time to give the average per-item interval for each service order.

### Calculation

**Coordinated Customer Conversions Interval** = (a - b)

- a = Completion Date and Time for Cross Connection of a Coordinated Unbundled Loop
- b = Disconnection Date and Time of an Coordinated Unbundled Loop

**Percent Coordinated Customer Conversions** (for each interval) = (c / d) X 100

- c = Total number of Coordinated Customer Conversions for each interval
- d = Total Number of Unbundled Loop with Coordinated Conversions (items) for the reporting period

### Report Structure

- CLEC Specific
- CLEC Aggregate
- The interval breakout is 0-5 = 0-<=5, 5-15 = >5-<=15, >=15 = 15 and greater, plus Overall Average Interval
- Geographic Scope
  - State
  - Region

### Data Retained

#### Relating to CLEC Experience

- Report Month
- CLEC Order Number
- Committed Due Date (DD)
- Service Type (CLASS\_SVC\_DESC)
- Cutover Start Time
- Cutover Completion time
- Portability Start and Completion Times (INP orders)
- Total Conversions (Items)

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

**Relating to BellSouth Performance**

- No BellSouth Analog Exists

**SQM Disaggregation - Analog/Benchmark****SQM Level of Disaggregation****SQM Analog/Benchmark**

- Unbundled Loops with INP ..... 95% <= 15 minutes
- Unbundled Loops with LNP ..... 95% <= 15 minutes

**SEEM Measure**

SEEM	Tier I	Tier II
Yes .....	X .....	X .....

**SEEM Disaggregation - Analog/Benchmark****SEEM Disaggregation****SEEM Analog/Benchmark**

- Unbundled Loops With INP ..... 95% <= 15 minutes
- Unbundled Loops With LNP ..... 95% <= 15 minutes

## P-7A: Coordinated Customer Conversions – Hot Cut Timeliness % within Interval and Average Interval

### Definition

This category measures whether BellSouth begins the cutover of an unbundled loop on a coordinated and/or a time specific order at the CLEC requested start time. It measures the percentage of orders where the cut begins within 15 minutes of the requested start time of the order and the average interval.

### Exclusions

- Any order canceled by the CLEC will be excluded from this measurement.
- Delays caused by the CLEC
- Unbundled Loops where there is no existing subscriber loop and loops where coordination is not requested.
- All unbundled loops on multiple loop orders after the first loop
- Test Orders

### Business Rules

This report measures whether BellSouth begins the cutover of an unbundled loop on a coordinated and/or a time specific order at the CLEC requested start time. The cut is considered on time if it starts 15 minutes before or after the requested start time. Using the scheduled time and the actual cutover start time, the measurement will calculate the percent within interval and the average interval. If a cut involves multiple lines, the cut will be considered “on time” if the first line is cut within the interval.  $\leq 15$  minutes includes intervals that began 15:00 minutes or less before the scheduled cut time and cuts that began 15 minutes or less after the scheduled cut time;  $>15$  minutes,  $\leq 30$  minutes includes cuts within 15:00 – 30:00 minutes either prior to or after the scheduled cut time;  $>30$  minutes includes cuts greater than 30:00 minutes either prior to or after the scheduled cut time. If IDLC is involved, a four hour window applies to the start time. (8 A.M. to Noon or 1 P.M. to 5 P.M.) This only applies if BellSouth notifies the CLEC by 10:30 A.M. on the day before the due date that the service is on IDLC.

### Calculation

**% within Interval** =  $(a / b) \times 100$

- a = Total Number of Coordinated Unbundled Loop Orders for the interval
- b = Total Number of Coordinated Unbundled Loop Orders for the reporting period

**Interval** =  $(c - d)$

- c = Scheduled Time for Cross Connection of a Coordinated Unbundled Loop Order
- d = Actual Start Date and Time of a Coordinated Unbundled Loop Order

**Average Interval** =  $(e / f)$

- Sum of all Intervals
- Total Number of Coordinated Unbundled Loop Orders for the reporting period.



## Report Structure

- CLEC Specific
- CLEC Aggregate  
Reported in intervals of early, on time and late cuts % <= 15 minutes; % >15 minutes, <= 30 minutes; % >30 minutes, plus Overall Average Interval
- Geographic Scope
  - State
  - Region
- Percentages are reported in intervals of early, on time and late cuts for IDLC and non-IDLC cuts

### On Time (Non-IDLC)

<= 15 minutes

Note: This is a 30-minute bucket representing a cut that begins 15 minutes or less before or after the scheduled start time.

### Early (Non-IDLC)

>15 minutes - <= 30 minutes

>30 minutes - <= 60 minutes

>60 minutes - <= 120 minutes

>120 minutes - <= 180 minutes

>180 minutes - <= 240 minutes

<= 240 minutes

### Late (Non-IDLC)

>15 minutes - <= 30 minutes

>30 minutes - <= 60 minutes

>60 minutes - <= 120 minutes

>120 minutes - <= 180 minutes

>180 minutes - <= 240 minutes

>240 minutes

Overall Average Interval for non-IDLC

### On Time (IDLC)

<= 2 hours

Note: This is a 4-hour bucket representing a cut involving IDLC that begins 2 hours or less before or after the scheduled start time

### Early (IDLC)

>2 hours

### Late (IDLC)

>2 hours

Overall Average Interval for IDLC

## Data Retained

### Relating to CLEC Experience

- Report Month
- CLEC Order Number (so\_nbr)
- Committed Due Date (DD)
- Service Type (CLASS\_SVC\_DESC)
- Cutover Scheduled Start Time
- Cutover Actual Start Time
- Total Conversions Orders

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

**Relating to BellSouth Performance**

- No BellSouth Analog exists

**SQM Disaggregation - Analog/Benchmark**

**SQM Level of Disaggregation**

**SQM Analog/Benchmark**

- Product Reporting Level ..... 95% within + or – 15 Minutes of Scheduled Start Time
  - SL1 Time Specific
  - SL1 Non-Time Specific
  - SL2 Time Specific
  - SL2 Non-Time Specific
  - SL1 IDLC ..... 95% within 4-Hour Window
  - SL2 IDLC

**SEEM Measure**

SEEM	Tier I	Tier II
Yes .....	X .....	X .....

**SEEM Disaggregation - Analog/Benchmark**

**SEEM Disaggregation**

**SEEM Analog/Benchmark**

- SL1 Time Specific..... 95% within + or – 15 Minutes of Scheduled Start Time
- SL1 IDLC
- SL1 Non-Time Specific
- SL2 Time Specific
- SL2 Non-Time Specific ..... 95% within 4-Hour Window
- SL2 IDLC

## P-7B: Coordinated Customer Conversions – Average Recovery Time

### Definition

Measures the time between notification and resolution by BellSouth of a service outage found that can be isolated to the BellSouth side of the network. The time between notification and resolution by BellSouth must be measured to ensure that CLEC customers do not experience unjustifiable lengthy service outages during a Coordinated Customer Conversion. This report measures outages associated with Coordinated Customer Conversions prior to service order completion.

### Exclusions

- Cutovers where service outages are due to CLEC caused reasons when the CLEC agrees
- Cutovers where service outages are due to end-user caused reasons when the CLEC agrees
- Test Orders

### Business Rules

Measures the outage duration time related to Coordinated Customer Conversions from the initial trouble notification until the trouble has been restored and the CLEC has been notified. The duration time is defined as the time from the initial trouble notification until the trouble has been restored and the CLEC has been notified. The interval is calculated on the total outage time for the circuits divided by the total number of outages restored during the report period to give the average outage duration.

### Calculation

**Recovery Time** = (a - b)

- a = Date and Time That Trouble is Closed by CLEC
- b = Date and Time Initial Trouble is Opened with BellSouth

**Average Recovery Time** = (c / d)

- c = Sum of all the Recovery Times per circuit
- d = Number of Troubles per circuit Referred to BellSouth

### Report Structure

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

### Data Retained

#### Relating to CLEC Experience

- Report Month
- CLEC Company Name
- CLEC Order Number (so\_nbr)
- Committed Due Date (DD)
- Service Type (CLASS\_SVC\_DESC)
- CLEC Acceptance Conflict (CLEC\_CONFLICT)
- CLEC Conflict Resolved (CLEC\_CON\_RES)
- CLEC Conflict MFC (CLEC\_CONFLICT\_MFC)

- Total Conversion Orders

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

**Relating to BellSouth Performance**

- None

**SQM Disaggregation - Analog/Benchmark****SQM Level of Disaggregation****SQM Analog/Benchmark**

- Unbundled Loops with INP ..... <= 5 Hours
- Unbundled Loops with LNP ..... <= 5 Hours

**SEEM Measure**

SEEM	Tier I	Tier II
No.....		

**SEEM Disaggregation - Analog/Benchmark****SEEM Disaggregation****SEEM Analog/Benchmark**

- Not Applicable..... Not Applicable

## P-7C: Hot Cut Conversions - % Provisioning Troubles Received within 7 Days of a Completed Service Order

### Definition

The Percent Provisioning Troubles received within 7 days of a completed service order associated with a Hot Cut Conversion (CCC) measures the quality and accuracy of Coordinated Customer Conversion Activities.

### Exclusions

- Any order cancelled by the CLEC
- Troubles caused by Customer Provided Equipment
- Test Orders

### Business Rules

Measures the quality and accuracy of completed service orders associated with Coordinated and Non-coordinated Customer Conversions. The first trouble report received on a circuit ID within 7 days following a service order completion is counted in this measure. Subsequent trouble reports are measured in Repeat Report Rate. Reports are calculated searching in the prior report period for completed Coordinated Customer Conversion service orders and following 7 days after the completion of the service order for a trouble report issue date.

### Calculation

**% Provisioning Troubles within 7 days of service order completion** =  $(a / b) \times 100$

- a = The sum of all CCC Circuits with a trouble within 7 days following service order(s) completion
- b = The total number of CCC service order circuits completed in the previous report calendar month

### Report Structure

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

### Data Retained

#### Relating to CLEC Experience

- Report Month
- CLEC Order Number (so\_nbr)
- PON
- Order Submission Date (TICKET\_ID)
- Order Submission Time (TICKET\_ID)
- Status Type
- Status Notice Date
- Standard Order Activity
- Geographic Scope
- Total Conversion Circuits

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

**Relating to BellSouth Performance**

- No BellSouth Analog exists

**SQM Disaggregation - Analog/Benchmark**

**SQM Level of Disaggregation**

**SQM Analog/Benchmark**

- UNE Loop Design ..... <= 3%
- UNE Loop Non-Design..... <= 3%

**SEEM Measure**

SEEM	Tier I	Tier II
Yes .....	X .....	X .....

**SEEM Disaggregation - Analog/Benchmark**

**SEEM Disaggregation**

**SEEM Analog/Benchmark**

- UNE Loop Design ..... <= 3%
- UNE Loop Non-Design..... <= 3%

## P-8: Cooperative Acceptance Testing - % of xDSL Loops Successfully Passing Cooperative Testing

### Definition

A loop will be considered successfully cooperatively tested when both the CLEC and BellSouth representatives agree that the loop meets the technical specifications set forth in TR 73600.

### Exclusions

- Testing failures due to CLEC (incorrect contact number, CLEC not ready, etc.)
- xDSL lines with no request for cooperative testing
- Test Orders

### Business Rules

When a BellSouth technician finishes delivering an order for an xDSL loop where the CLEC order calls for cooperative testing at the customer's premise, the BellSouth technician is to call a toll free number to the CLEC testing center. The BellSouth technician and the CLEC representative at the center then test the line. As an example of the type of testing performed, the testing center may ask the technician to put a short on the line so that the center can run a test to see if it can identify the short. CLEC caused failures will be captured in the raw data files.

### Calculation

**Cooperative Acceptance Testing - % of xDSL Loops Successfully Tested** =  $(a / b) \times 100$

- a = Total number of successful xDSL cooperative tests for xDSL lines where cooperative testing was requested in the reporting period
- b = Total Number of xDSL line tests requested by the CLEC and scheduled in the reporting period

### Report Structure

- CLEC Specific
- CLEC Aggregate
- Type of Loop Tested
- Geographic Scope
  - State
  - Region

### Data Retained

#### Relating to CLEC Experience

- Report Month
- CLEC Company Name (OCN)
- CLEC Order Number (so\_nbr) and PON (PON)
- Committed Due Date (DD)
- Service Type (CLASS\_SVC\_DESC)
- Acceptance Testing Completed (ACCEPT\_TESTING)
- Acceptance Testing Declined (ACCEPT\_TESTING)
- Total xDSL Orders
- Missed Appointments Code (SO\_MISSED\_CMMT\_CD)

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

**Relating to BellSouth Performance**

- No BellSouth Analog Exists

**SQM Disaggregation - Analog/Benchmark**

**SQM Level of Disaggregation**

**SQM Analog/Benchmark**

- UNE xDSL..... 95% of Lines Successfully Tested
  - ADSL
  - HDSL
  - UCL
  - OTHER

**SEEM Measure**

SEEM	Tier I	Tier II
Yes .....	X .....	X .....

**SEEM Disaggregation - Analog/Benchmark**

**SEEM Disaggregation**

**SEEM Analog/Benchmark**

- UNE xDSL..... 95% of Lines Successfully Tested
  - ADSL
  - HDSL
  - UCL
  - Other



## P-9: % Provisioning Troubles within 30 Days of Service Order Completion

### Definition

Percent Provisioning Troubles within 30 days of Service Order Completion measures the quality and accuracy of Service order activities.

### Exclusions

- Cancelled Service Orders
- Order Activities of BellSouth or the CLEC associated with internal or administrative use of local services (Record Orders, Listing Orders, Test Orders, etc.) Test order types may be C, N, R, or T.
- D & F orders
- Trouble reports caused and closed out to Customer Provided Equipment (CPE)

### Business Rules

Measures the quality and accuracy of completed orders. The first trouble report received after service order completion is counted in this measure. Subsequent trouble reports are measured in Repeat Report Rate. Reports are calculated searching in the prior report period for completed service orders and following 30 days after completion of the service order for a trouble report issue date.

D & F orders are excluded as there is no subsequent activity following a disconnect.

**Note:** Standalone LNP historical data is not available in the maintenance systems (LMOS or WFA).

### Calculation

**% Provisioning Troubles within 30 days of Service Order Activity** =  $(a / b) \times 100$

- a = Trouble reports on all completed orders within 30 days following service order(s) completion
- b = All Service Orders completed in the previous report calendar month

### Report Structure

- CLEC Specific
- CLEC Aggregate
- BellSouth Aggregate
- Reported in categories of <10 line/circuits; >= 10 line/circuits (except trunks)
- Dispatch /Non-Dispatch (except trunks)
- Geographic Scope
  - State
  - Region

### Data Retained

#### Relating to CLEC Experience

- Report Month
- CLEC Order Number and PON
- Order Submission Date (TICKET\_ID)
- Order Submission Time (TICKET\_ID)
- Status Type
- Status Notice Date

- Standard Order Activity
- Geographic Scope

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

**Relating to BellSouth Performance**

- Report Month
- BellSouth Order Number
- Order Submission Date
- Order Submission Time
- Status Type
- Status Notice Date
- Standard Order Activity
- Geographic Scope

**SQM Disaggregation - Analog/Benchmark**

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

**SEEM Measure**

SEEM	Tier I	Tier II
Yes .....	X .....	X .....

**SEEM Disaggregation - Analog/Benchmark**

**SEEM Disaggregation**

**SEEM Analog/Benchmark**

- Resale Residence ..... Retail Residence
- Resale Business ..... Retail Business
- Resale Design ..... Retail Design
- Resale PBX ..... Retail PBX
- Resale Centrex ..... Retail Centrex
- Resale ISDN ..... Retail ISDN
- LNP (Standalone) ..... Retail Residence and Business (POTS)
- INP (Standalone) ..... Retail Residence and Business (POTS)
- 2W Analog Loop Design ..... Retail Residence and Business Dispatch
- 2W Analog Loop Non-Design ..... Retail Residence and Business - (POTS Excluding Switch-Based Orders)
- 2W Analog Loop with LNP Design ..... Retail Residence and Business Dispatch
- 2W Analog Loop with LNP Non-Design ..... Retail Residence and Business - (POTS Excluding Switch-Based Orders)
- 2W Analog Loop with INP Design ..... Retail Residence and Business Dispatch
- 2W Analog Loop with INP Non-Design ..... Retail Residence and Business (POTS - Excluding Switch-Based Orders)
- UNE Digital Loop < DS1 ..... Retail Digital Loop < DS1
- UNE Digital Loop >= DS1 ..... Retail Digital Loop >= DS1
- UNE Loop + Port Combinations ..... Retail Residence and Business
  - Dispatch In ..... - Dispatch In
  - Switch-Based ..... - Switch-Based
- UNE Switch Ports ..... Retail Residence and Business (POTS)
- UNE Combo Other ..... Retail Residence, Business and Design Dispatch (Including Dispatch Out and Dispatch In)
- UNE xDSL (HDSL, ADSL and UCL) ..... ADSL provided to Retail
- UNE ISDN (Includes UDC) ..... Retail ISDN BRI
- UNE Line Sharing ..... ADSL Provided to Retail
- Local Transport (Unbundled Interoffice Transport) ..... Retail DS1/DS3 Interoffice
- Local Interconnection Trunks ..... Parity with Retail
- UNE Line Splitting ..... ADSL Provided to Retail
- UNE Other Non-Design ..... Retail Residence and Business
- UNE Other Design ..... Retail Design
- EELs ..... Retail DS1/DS3

**P-10: Total Service Order Cycle Time (TSOCT)  
(Deleted)**

## P-11: Service Order Accuracy

### Definition

The “service order accuracy” measurement measures the accuracy and completeness of BellSouth service orders by comparing what was ordered and what was completed.

### Exclusions

- Canceled Service Orders
- Order Activities of BellSouth or the CLEC associated with internal or administrative use of local services (Record Orders, Listing Orders, Test Orders, etc.)
- D & F orders

### Business Rules

A statistically valid sample of service orders, completed during a monthly reporting period, is compared to the original account profile and the order that the CLEC sent to BellSouth. An order is “completed without error” if all service attributes and account detail changes (as determined by comparing the original order) completely and accurately reflect the activity specified on the original order and any supplemental CLEC order. For both small and large sample sizes, when a Service Request cannot be matched with a corresponding Service Order, it will not be counted. For small sample sizes an effort will be made to replace the service request.

**Service Order Accuracy Sampling Process:** A list of all orders completed in the report month is generated. The orders are then listed by the disaggregations specified in the SQM. For each disaggregation, the quantity of completed orders and the error rate for each disaggregation from the previous month are entered into a “Stratified Random Sampling for Proportions” formula. This formula determines the number of orders that are to be reviewed for each disaggregation. Once the sample size for each disaggregation is determined, the specified quantity of orders for each disaggregation are pulled for review.

### Calculation

**Percent Service Order Accuracy** =  $(a / b) \times 100$

- a = Orders Completed without Error
- b = Orders Completed in Reporting Period

### Report Structure

- CLEC Aggregate
- Reported in categories of <10 line/circuits; >= 10 line/circuits
- Dispatch/Non-Dispatch

### Data Retained

#### Relating to CLEC Experience

- Report Month
- CLEC Order Number and PON
- Local Service Request (LSR)
- Order Submission Date
- Committed Due Date
- Service Type
- Standard Order Activity

**Relating to BellSouth Performance**

- No BellSouth Analog Exist

**SQM Disaggregation - Analog/Benchmark**

SQM Level of Disaggregation	SQM Analog/Benchmark
• Resale Residence .....	95% Accurate
• Resale Business	
• Resale Design (Specials)	
• UNE Specials (Design)	
• UNE (Non-Design)	
• Local Interconnection Trunks	

**SEEM Measure**

SEEM	Tier I	Tier II
Yes .....		X

**SEEM Disaggregation - Analog/Benchmark**

SEEM Disaggregation	SEEM Analog/Benchmark
• Resale.....	95%
• UNE.....	95%
• UNE-P.....	95%

**Note:** This measure to be replaced when P-11A is implemented.

**Note:** This measure becomes effective with September 2003 service orders. The Service Order Accuracy measure as defined in the previous SQM will be effective prior to that time.

## P-11A: Service Order Accuracy

### Definition

The Service Order Accuracy measurement 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 by a BellSouth service representative in the LCSC are measured.

### Exclusions

- Canceled Service Orders
- Order Activities of BellSouth or the CLEC associated with internal or administrative use of local services (Record Orders, Listing Orders, orders using test OCNs, which may be coded C, N, R or T etc.)
- Disconnect Orders
- CLEC LSRs submitted manually (FAX or Courier)
- CLEC LSRs submitted electronically that are not manually handled by BellSouth (Flow Through)

### Business Rules

Only CLEC LSRs submitted electronically that fall out of the electronic system for manual processing (partially mechanized) by a BellSouth representative and the resulting service orders are selected for this measure. The CLEC requested services on the LSR are compared to the completed service order using the CLEC-Affecting Service Attributes shown below.

### Selected CLEC-Affecting Service Attributes

The BellSouth Local Service Request (LSR) fields identified below will be used, as applicable, for this Service Order Accuracy review process.

### BellSouth LSR Fields

The fields listed below would only be captured as a miss when they are service affecting. For the purpose of the Service Order Accuracy measure, if any of the fields listed below are populated on the LSR and do not match the corresponding field on the Service Order, but this mismatch does not affect the correct provisioning of the Service Order, the field is not considered to be service affecting and therefore will not be included as a miss in this measure. An example would be LCSC/System workarounds, which will be identified in a document posted on the Interconnection website. CLECs may discuss any of the posted LCSC/System Workarounds during the regular PMAP notification calls.

- Company Code
- PON
- Billed Telephone Number
- Telephone Number
- Ported Telephone Number
- Circuit ID
- PIC
- LPIC
- Directory Listing
  - Directory Delivery Address
  - Listing Activity
  - Alphanumeric Listing Identifier Code
  - Record Type

- Listing Type
- Listed Telephone Number
- Listed Name, Last Name
- Listed Name, First Name
- Address Indicator
- Listed Address House Number
- Listed Address House Number Suffix
- Listed Address Street Directional
- Listed Address Street Name
- Listed Address Thoroughfare
- Listed Address Street Suffix
- Listed Address Locality
- Yellow Pages Heading
- Features
  - Feature Activity
  - Feature Codes
  - Feature Detail\*
- Hunting
  - Hunt Group Activity
  - Hunt Group Identifier
  - Telephone Number Identifier
  - Hunt Type Code
  - Hunt Line Activity
  - Hunting Sequence
  - Number Type
  - Hunting Telephone Number
- E911 Listing
  - Service Address House Number
  - Service Address House Number Suffix
  - Service Address Street Directional
  - Service Address Street Name
  - Service Address Thoroughfare
  - Service Address Street Suffix
  - Service Address Descriptive Location
- EATN
- ATN
- APOT
- CFA
- NC
- NCI

\* Feature Detail will only be checked for the following USOCs: GCE, GCJ, CREX4, GCJRC, GCZ, DRS, VMSAX, S98VM, S98AF, SMBBX, MBBRX. USOCs and FIDs for Feature Detail will be posted on the Interconnection Website. Any changes to the USOCs and FIDs required to continue checking the identical service will be updated on this Website.

## Calculation

**Percent Service Order Accuracy = (a / b) X 100**

- a = Applicable Orders Completed without Error
- b = Applicable Orders Completed in Reporting Period

## Report Structure

- CLEC Specific
- CLEC Aggregate
- Geographic Scope
  - Region



**Data Retained**

**Relating to CLEC Experience**

- Report Month
- CLEC Order Number (PON)
- Local Service Request (LSR) Number
- BellSouth Service Order Number
- BellSouth Service Order Completion Date
- Service Type (Resale, UNE, UNE-P)
- Standard Order Activity

**Relating to BellSouth Performance**

- No BellSouth Analog Exists

**SQM Disaggregation – Analog/Benchmark**

SQM Level of Disaggregation	SQM Analog/Benchmark
• Resale.....	95% Accurate
• UNE.....	95% Accurate
• UNE-P.....	95% Accurate

**SEEM Measure**

SEEM	Tier I	Tier II	Tier III
Yes .....	X .....	X .....	

**SEEM Disaggregation - Analog/Benchmark**

SEEM Disaggregation	SEEM Analog/Benchmark
• Resale.....	95% Accurate
• UNE.....	95% Accurate
• UNE-P.....	95% Accurate

**P-12: LNP-Average Disconnect Timeliness Interval & Disconnect  
Timeliness Interval Distribution****(Deleted)**

## P-13B: LNP - Percent Out of Service < 60 Minutes

### Definition

The Number of LNP related conversions where the time required to facilitate the activation of the port in BellSouth's network is less than 60 minutes, expressed as a percentage of total number of activations that took place.

### Exclusions

- CLEC-caused errors
- NPAC caused errors unless caused by BellSouth
- Standalone LNP orders with more than 500 number activations

### Business Rules

The Start time is the Receipt of the NPAC broadcast activation message in BellSouth's LSMS. The End time is when the Provisioning event is successfully completed in BellSouth's network as reflected in BellSouth's LSMS. Count the number of activations that took place in less than 60 minutes.

### Calculation

**Percent Out of Service < 60 Minutes** =  $(a / b) \times 100$

- a = Number of activations provisioned in less than 60 minutes
- b = Total LNP activations

### Report Structure

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

### Data Retained

#### Relating to CLEC Experience

- Order Number
- Telephone Number/Circuit Number
- Committed Due Date
- Date/Time of Recent Change Notice

#### Relating to BellSouth Performance

- SOCS Completion Date and Time Stamp
- CLEC Activate Message

### SQM Disaggregation – Analog/Benchmark

#### SQM Level of Disaggregation

#### SQM Analog/Benchmark

- LNP ..... >= 96.5%

**SEEM Measure**

SEEM	Tier I	Tier II	Tier III
Yes .....	X .....	X .....	

**SEEM Disaggregation - Analog/Benchmark**

**SEEM Disaggregation**

**SEEM Analog/Benchmark**

- LNP ..... > = 96.5%

P-13B: LNP – Percent Out of Service < 60 Minutes

## P-13C: LNP – Percentage of Time BellSouth Applies the 10-Digit Trigger Prior to the LNP Order Due Date

### Definition

Percentage of time BellSouth applies 10-digit trigger for LNP TNs prior to the due date.

### Exclusions

Excludes CLEC or Customer caused misses or delays.

### Business Rules

Obtain number of LNP TNs where the 10-digit trigger was applicable prior to due date, and the total number of LNP TNs where the 10-digit trigger was applicable.

### Calculation

**Percentage of 10-Digit Applications** = (a / b) X 100

- a = Count of LNP TNs for which 10-digit trigger was applied prior to due date
- b = Total LNP TNs for which 10-digit triggers were applicable

### Report Structure

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

### Data Retained

#### Relating to CLEC Experience

- Order Number
- Telephone Number/Circuit Number
- Committed Due Date
- Date/Time of Recent Change Notice

#### Relating to BellSouth Performance

- SOCS Completion Date and Time Stamp
- CLEC Activate Message

### SQM Disaggregation - Analog/Benchmark

#### SQM Level of Disaggregation

- LNP (Standalone) ..... Benchmark: 95%

#### SQM Analog/Benchmark

**SEEM Measure**

SEEM	Tier I	Tier II
Yes .....	X .....	X .....

**SEEM Disaggregation****SEEM Analog/Benchmark**

- LNP (Standalone) ..... Benchmark: 95%

P-13C: LNP – Percentage of Time BellSouth Applies the 10-Digit Trigger Prior to the LNP Order Due Date

## P-13D: LNP - Average Disconnect Timeliness Interval (Non-Trigger)

### Definition

Disconnect Timeliness is defined as the interval between the time ESI Number Manager receives the valid 'Number Ported' message from NPAC (signifying the CLEC 'Activate') until the time the Disconnect is completed in the Central Office switch. This interval effectively measures BellSouth responsiveness by isolating it from impacts that are caused by CLEC related activities.

### Exclusions

- Canceled Service Orders
- Order Activities of BellSouth or the CLEC associated with internal or administrative use of local services (Record Orders, Listing Orders, Test Orders, etc.) where identifiable. Order types may be C, N, R, or T.
- CLEC-caused errors
- NPAC-caused errors, unless caused by BellSouth
- Incomplete Ports where only a subset of activate messages have been received compared with the LSR and create messages.
- Orders which are candidates for 10 digit triggers, except those that did not receive 10 digit triggers prior to the port out date.
- LSRs where the CLEC did not contact BST within 30 minutes after Activate Message.

### Business Rules

The Disconnect Timeliness interval is determined for each telephone number ported associated with a disconnect service order processed on an LSR during the reporting period. The Disconnect Timeliness interval is the elapsed time from when BellSouth receives a valid 'Number Ported' message in ESI Number Manager (signifying the CLEC 'Activate') for each telephone number ported until each number on the service order is disconnected in the Central Office switch. Elapsed time for each ported number is accumulated for each reporting dimension. The accumulated time for each reporting dimension is then divided by the total number of selected telephone numbers disconnected in the reporting period. Non-Business hours will be excluded from the duration calculation for unscheduled after hours LNP ports. This will yield a benchmark equivalent to by 12:00 noon the next business day thus, keeping the benchmark at 4 hours.

### Calculation

**Disconnect Timeliness Interval** = (a - b)

- a = Completion Date and Time in Central Office switch for each number on disconnect order
- b = Valid 'Number Ported' message received date and time

**Average Disconnect Timeliness Interval** = (c / d)

- c = Sum of all Disconnect Timeliness Intervals
- d = Total Number of disconnected numbers completed in reporting period

### Report Structure

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

**Data Retained**

**Relating to CLEC Experience**

- Order Number
- Telephone Number/Circuit Number
- Committed Due Date
- Receipt Date/Time (ESI Number Manager)
- Date/Time of Recent Change Notice

**Relating to BellSouth Performance**

- SOCS Completion Date and Time Stamp
- CLEC Activate Message

**SQM Disaggregation – Analog/Benchmark**

**SQM Level of Disaggregation**

**SQM Analog/Benchmark**

- LNP (Normal Working Hours and Approved After Hours)..... 95% <= 4 Hours
- LNP (Unscheduled After Hours Ports)..... 95% <= 4 Hours (excluding non-business hours)

**SEEM Measure**

SEEM	Tier I	Tier II
Yes .....	X .....	X .....

**SEEM Disaggregation - Analog/Benchmark**

- LNP (Normal Working Hours and Approved After Hours)..... 95% <= 4 Hours
- LNP (Unscheduled After Hours Ports)..... 95% <= 4 Hours (excluding non-business hours)



## Section 4: Maintenance & Repair

### M&R-1: Missed Repair Appointments

#### Definition

The percent of customer trouble reports not cleared by the committed date and time.

#### Exclusions

- Trouble tickets canceled at the CLEC request
- BellSouth trouble reports associated with internal or administrative service
- Customer Provided Equipment (CPE) troubles or CLEC Equipment Trouble

#### Business Rules

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

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

#### Calculation

**Percentage of Missed Repair Appointments** =  $(a / b) \times 100$

- a = Count of Customer Troubles Not Cleared by the Quoted Commitment Date and Time
- b = Total Customer Trouble reports closed in Reporting Period

#### Report Structure

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

**Data Retained**

**Relating to CLEC Experience**

- Report Month
- CLEC Company Name
- Submission Date and Time (TICKET\_ID)
- Completion Date (CMLPTN\_DT)
- Service Type (CLASS\_SVC\_DESC)
- Disposition and Cause (CAUSE\_CD & CAUSE\_DESC)

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

**Relating to BellSouth Performance**

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

**SQM Disaggregation - Analog/Benchmark**

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

**SEEM Measure**

SEEM	Tier I	Tier II
Yes .....	X .....	X .....

**SEEM Disaggregation - Analog/Benchmark**

**SEEM Disaggregation**

**SEEM Analog/Benchmark**

- Resale Residence ..... Retail Residence
- Resale Business ..... Retail Business
- Resale Design ..... Retail Design
- Resale PBX ..... Retail PBX
- Resale Centrex ..... Retail Centrex
- Resale ISDN ..... Retail ISDN
- 2W Analog Loop Design ..... Retail Residence and Business Dispatch
- 2W Analog Loop Non – Design ..... Retail Residence and Business (POTS) (Exclusion of Switch-based feature troubles)
- UNE Digital Loop < DS1 ..... Retail Digital Loop < DS1
- UNE Digital Loop >= DS1 ..... Retail Digital Loop >= DS1
- UNE Loop + Port Combinations ..... Retail Residence & Business
- UNE Switch ports ..... Retail Residence & Business (POTS)
- UNE Combo Other ..... Retail Residence, Business and Design Dispatch
- UNE xDSL (HDSL, ADSL and UCL) ..... ADSL provided to Retail
- UNE ISDN ..... Retail ISDN – BRI
- UNE Line Sharing ..... ADSL Provided to Retail
- UNE Other Design ..... Retail Design
- UNE Other Non-Design ..... Retail Residence and Business
- Local Transport (Unbundled Interoffice Transport) ..... Retail DS1/DS3 Interoffice
- Local Interconnection Trunks ..... Parity with Retail

## M&R-2: Customer Trouble Report Rate

### Definition

Initial and repeated customer direct or referred customer troubles reported within a calendar month per 100 lines/circuits in service.

### Exclusions

- Trouble tickets canceled at the CLEC request.
- BellSouth trouble reports associated with internal or administrative service.
- Customer Provided Equipment (CPE) troubles or CLEC Equipment Trouble.

### Business Rules

Customer Trouble Report Rate is computed by accumulating the number of maintenance initial and repeated trouble reports during the reporting period. The resulting number of trouble reports are divided by the total “number of service” lines, ports or combination that exist for the CLECs and BellSouth respectively at the end of the report month.

### Calculation

**Customer Trouble Report Rate** =  $(a / b) \times 100$

- a = Count of Initial and Repeated Customer Trouble Reports closed in the Current Period
- b = Number of Service Access Lines in service at End of the Report Period

### Report Structure

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

### Data Retained

#### Relating to CLEC Experience

- Report Month
- CLEC Company Name
- Ticket Submission Date and Time (TICKET\_ID)
- Ticket Completion Date (CMPLTN\_DT)
- Service Type (CLASS\_SVC\_DESC)
- Disposition and Cause (CAUSE\_CD & CAUSE\_DESC)
- # Service Access Lines in Service at the end of period

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

**Relating to BellSouth Performance**

- Report Month
- BellSouth Company Code
- Ticket Submission Date and Time
- Ticket Completion Date
- Service Type
- Disposition and Cause (Non-Design /Non-Special Only)
- Trouble Code (Design and Trunking Services)
- # Service Access Lines in Service at the end of period

**SQM Disaggregation - Analog/Benchmark**

**SQM Level of Disaggregation**

**SQM Analog/Benchmark**

- Resale Residence ..... Retail Residence
- Resale Business ..... Retail Business
- Resale Design ..... Retail Design
- Resale PBX ..... Retail PBX
- Resale Centrex ..... Retail Centrex
- Resale ISDN ..... Retail ISDN
- 2W Analog Loop Design ..... Retail Residence and Business Dispatch
- 2W Analog Loop Non – Design ..... Retail Residence and Business (POTS) (Exclusion of Switch-based feature troubles)
- UNE Digital Loop < DS1 ..... Retail Digital Loop < DS1
- UNE Digital Loop >= DS1 ..... Retail Digital Loop >= DS1
- UNE Loop + Port Combinations ..... Retail Residence and Business
- UNE Switch Ports ..... Retail Residence and Business (POTS)
- UNE Combo Other ..... Retail Residence, Business and Design Dispatch
- UNE xDSL (HDSL, ADSL and UCL) ..... ADSL Provided to Retail
- UNE ISDN ..... Retail ISDN – BRI
- UNE Line Sharing ..... ADSL Provided to Retail
- UNE Other Design ..... Retail Design
- UNE Other Non-Design ..... Retail Residence and Business
- Local Interconnection Trunks ..... Parity with Retail
- Local Transport (Unbundled Interoffice Transport) ..... Retail DS1/DS3 Interoffice

**SEEM Measure**

SEEM	Tier I	Tier II
Yes .....	X .....	X .....

**SEEM Disaggregation - Analog/Benchmark**

**SEEM Disaggregation**

**SEEM Analog/Benchmark**

- Resale Residence ..... Retail Residence
- Resale Business ..... Retail Business
- Resale Design ..... Retail Design
- Resale PBX ..... Retail PBX
- Resale Centrex ..... Retail Centrex
- Resale ISDN ..... Retail ISDN
- 2W Analog Loop Design ..... Retail Residence and Business Dispatch
- 2W Analog Loop Non – Design ..... Retail Residence and Business (POTS) (Exclusion of Switch-based feature troubles)
- UNE Digital Loop < DS1 ..... Retail Digital Loop < DS1
- UNE Digital Loop > DS1 ..... Retail Digital Loop >= DS1
- UNE Loop + Port Combinations ..... Retail Residence and Business
- UNE Switch Ports ..... Retail Residence and Business (POTS)
- UNE Combo Other ..... Retail Residence, Business and Design Dispatch

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

## M&R-3: Maintenance Average Duration

### Definition

The Average duration of Customer Trouble Reports from the receipt of the Customer Trouble Report to the time the trouble report is cleared.

### Exclusions

- Trouble tickets canceled at the CLEC request.
- BellSouth trouble reports associated with internal or administrative service.
- Customer Provided Equipment (CPE) troubles or CLEC Equipment Trouble.

### Business Rules

For Average Duration the clock starts on the date and time of the receipt of the correct report information, i.e. correct telephone number, correct circuit identification, trouble description, etc. for the repair request. The clock stops on the date and time the service is restored and the BellSouth or CLEC customer is notified (when the technician completes the trouble ticket on his/her CAT or work systems).

### Calculation

**Maintenance Duration** = (a - b)

- a = Date and Time of Service Restoration
- b = Date and Time Customer Trouble Ticket was Opened

**Average Maintenance Duration** = (c / d)

- c = Total of all maintenance durations in the reporting period
- d = Total Closed Customer Troubles in the reporting period

### Report Structure

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

### Data Retained

#### Relating to CLEC Experience

- Report Month
- Total Tickets (LINE\_NBR)
- CLEC Company Name
- Ticket Submission Date and Time (TICKET\_ID)
- Ticket Completion Date (CMPLTN\_DT)
- Service Type (CLASS\_SVC\_DESC)
- Disposition and Cause (CAUSE\_CD & CAUSE\_DESC)

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

**Relating to BellSouth Performance**

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

**SQM Disaggregation - Analog/Benchmark**

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

**SEEM Measure**

SEEM	Tier I	Tier II
Yes .....	X .....	X .....

**SEEM Disaggregation - Analog/Benchmark**

SEEM Disaggregation	SEEM Analog/Benchmark
• Resale Residence .....	Retail Residence
• Resale Business .....	Retail Business
• Resale Design .....	Retail Design
• Resale PBX .....	Retail PBX
• Resale Centrex.....	Retail Centrex
• Resale ISDN.....	Retail ISDN
• 2W Analog Loop Design.....	Retail Residence and Business Dispatch
• 2W Analog Loop Non – Design.....	Retail Residence and Business (POTS) (Exclusion of Switch-based feature troubles)
• UNE Digital Loop < DS1 .....	Retail Digital Loop < DS1



- UNE Digital Loop >= DS1 ..... Retail Digital Loop >= DS1
- UNE Loop + Port Combinations..... Retail Residence and Business
- UNE Switch ports..... Retail Residence and Business (POTS)
- UNE Combo Other ..... Retail Residence, Business and Design Dispatch
- UNE xDSL (HDSL, ADSL and UCL) ..... ADSL Provided to Retail
- UNE ISDN ..... Retail ISDN – BRI
- UNE Line Sharing ..... ADSL Provided to Retail
- UNE Other Design..... Retail Design
- UNE Other Non-Design ..... Retail Residence and Business
- Local Transport (Unbundled Interoffice Transport) ..... Retail DS1/DS3 Interoffice
- Local Interconnection Trunks..... Parity with Retail

## M&R-4: Percent Repeat Troubles within 30 Days

### Definition

Percent Customer Repeat Troubles within 30 Days measures the percent of customer troubles, during the current reporting period, that had at least one prior trouble ticket on the same line/circuit, anytime in the proceeding 30 calendar days from the receipt of the current trouble report.

### Exclusions

- Trouble tickets canceled at the CLEC request.
- BellSouth trouble reports associated with internal or administrative service.
- Customer Provided Equipment (CPE) troubles or CLEC Equipment Trouble.

### Business Rules

This measure includes Customer trouble reports on the same line/circuit, received within 30 days of an original Customer trouble report, using the 'cleared date' of the first trouble and the 'received date' of the next trouble.

### Calculation

**Percent Repeat Customer Troubles within 30 Days** =  $(a / b) \times 100$

- a = Count of Customer Troubles using the 'received date' where more than one trouble report was logged for the same service line/circuit, within a continuous 30 days
- b = Count of Total Customer Trouble Reports using the 'cleared date', in the Reporting Period

### Report Structure

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

### Data Retained

#### Relating to CLEC Experience

- Report Month
- Total Tickets (LINE\_NBR)
- CLEC Company Name
- Ticket Submission Date and Time (TICKET\_ID)
- Ticket Completion Date (CMPLTN\_DT)
- Total and Percent Repeat Customer Trouble Reports within 30 Days (TOT\_REPEAT)
- Service Type
- Disposition and Cause (CAUSE\_CD & CAUSE\_DESC)

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

#### Relating to BellSouth Performance

- Report Month

- Total Tickets
- BellSouth Company Code
- Ticket Submission Date
- Ticket Submission Time
- Ticket Completion Date
- Ticket Completion Time
- Total and Percent Repeat Customer Trouble Reports within 30 Days
- Service Type
- Disposition and Cause (Non-Design /Non-Special Only)
- Trouble Code (Design and Trunking Services)

**SQM Disaggregation - Analog/Benchmark**

**SQM Level of Disaggregation**

**SQM Analog/Benchmark**

- Resale Residence ..... Retail Residence
- Resale Business ..... Retail Business
- Resale Design ..... Retail Design
- Resale PBX ..... Retail PBX
- Resale Centrex ..... Retail Centrex
- Resale ISDN ..... Retail ISDN
- 2W Analog Loop Design ..... Retail Residence and Business Dispatch
- 2W Analog Loop Non – Design ..... Retail Residence and Business (POTS) (Exclusion of Switch-based feature troubles)
- UNE Digital Loop < DS1 ..... Retail Digital Loop < DS1
- UNE Digital Loop >= DS1 ..... Retail Digital Loop >= DS1
- UNE Loop + Port Combinations ..... Retail Residence and Business
- UNE Switch ports ..... Retail Residence and Business (POTS)
- UNE Combo Other ..... Retail Residence, Business and Design Dispatch
- UNE xDSL (HDSL, ADSL and UCL) ..... ADSL Provided to Retail
- UNE ISDN ..... Retail ISDN – BRI
- UNE Line Sharing ..... ADSL Provided to Retail
- UNE Other Design ..... Retail Design
- UNE Other Non-Design ..... Retail Residence and Business
- Local Transport (Unbundled Interoffice Transport) ..... Retail DS1/DS3 Interoffice
- Local Interconnection Trunks ..... Parity with Retail

**SEEM Measure**

SEEM	Tier I	Tier II
Yes .....	X .....	X .....

**SEEM Disaggregation - Analog/Benchmark**

**SEEM Disaggregation**

**SEEM Analog/Benchmark**

- Resale Residence ..... Retail Residence
- Resale Business ..... Retail Business
- Resale Design ..... Retail Design
- Resale PBX ..... Retail PBX
- Resale Centrex ..... Retail Centrex
- Resale ISDN ..... Retail ISDN
- 2W Analog Loop Design ..... Retail Residence and Business Dispatch
- 2W Analog Loop Non – Design ..... Retail Residence and Business (POTS) (Exclusion of Switch-based feature troubles)
- UNE Digital Loop < DS1 ..... Retail Digital Loop < DS1
- UNE Digital Loop >= DS1 ..... Retail Digital Loop >= DS1
- UNE Loop + Port Combinations ..... Retail Residence and Business
- UNE Switch ports ..... Retail Residence and Business (POTS)
- UNE Combo Other ..... Retail Residence, Business and Design Dispatch

M&R-4: Percent Repeat Troubles within 30 Days

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

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

### Definition

For Out of Service Customer Troubles (no dial tone, cannot be called or cannot call out) the percentage of Total OOS Customer Troubles cleared in excess of 24 hours. (All design services are considered to be out of service).

### Exclusions

- Trouble Reports canceled at the CLEC request
- BellSouth Trouble Reports associated with administrative service
- Customer Provided Equipment (CPE) Troubles or CLEC Equipment Troubles.

### Business Rules

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

### Calculation

**Out of Service (OOS) > 24 hours** =  $(a / b) \times 100$

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

### Report Structure

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

### Data Retained

#### Relating to CLEC Experience

- Report Month
- Total Tickets
- CLEC Company Name
- Ticket Submission Date and Time (TICKET\_ID)
- Ticket Completion Date (CMPLTN\_DT)
- Percentage of Customer Troubles out of Service > 24 Hours (OOS>24\_FLAG)
- Service type (CLASS\_SVC\_DESC)
- Disposition and Cause (CAUSE\_CD & CAUSE-DESC)

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

**Relating to BellSouth Performance**

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

**SQM Disaggregation - Analog/Benchmark**

**SQM Level of Disaggregation**

**SQM Analog/Benchmark**

- Resale Residence ..... Retail Residence
- Resale Business ..... Retail Business
- Resale Design ..... Retail Design
- Resale PBX ..... Retail PBX
- Resale Centrex ..... Retail Centrex
- Resale ISDN ..... Retail ISDN
- 2W Analog Loop Design ..... Retail Residence and Business Dispatch
- 2W Analog Loop Non – Design..... Retail Residence and Business (POTS) (Exclusion of Switch-based feature troubles)
- UNE Digital Loop < DS1 ..... Retail Digital Loop < DS1
- UNE Digital Loop >= DS1 ..... Retail Digital Loop >= DS1
- UNE Loop + Port Combinations ..... Retail Residence and Business
- UNE Switch ports ..... Retail Residence and Business (POTS)
- UNE Combo Other ..... Retail Residence, Business and Design Dispatch
- UNE xDSL (HDSL, ADSL and UCL) ..... ADSL provided to Retail
- UNE ISDN ..... Retail ISDN – BRI
- UNE Line Sharing ..... ADSL Provided to Retail
- UNE Other Design..... Retail Design
- UNE Other Non-Design ..... Retail Residence and Business
- Local Transport (Unbundled Interoffice Transport) ..... Retail DS1/DS3 Interoffice
- Local Interconnection Trunks ..... Parity with Retail

**SEEM Measure**

<b>SEEM</b>	<b>Tier I</b>	<b>Tier II</b>
Yes .....	X .....	X .....

**SEEM Disaggregation - Analog/Benchmark**

**SEEM Disaggregation**

**SEEM Analog/Benchmark**

- Resale Residence ..... Retail Residence
- Resale Business ..... Retail Business
- Resale Design ..... Retail Design
- Resale PBX ..... Retail PBX
- Resale Centrex..... Retail Centrex
- Resale ISDN ..... Retail ISDN
- 2W Analog Loop Design..... Retail Residence and Business Dispatch
- 2W Analog Loop Non – Design..... Retail Residence and Business (POTS) (Exclusion of Switch-based feature troubles)
- UNE Digital Loop < DS1 ..... Retail Digital Loop < DS1

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

- UNE Digital Loop >= DS1 ..... Retail Digital Loop >= DS1
- UNE Loop + Port Combinations..... Retail Residence and Business
- UNE Switch Ports..... Retail Residence and Business (POTS)
- UNE Combo Other ..... Retail Residence, Business and Design Dispatch
- UNE xDSL (HDSL, ADSL and UCL) ..... ADSL Provided to Retail
- UNE ISDN ..... Retail ISDN – BRI
- UNE Line Sharing ..... ADSL Provided to Retail
- UNE Other Design..... Retail Design
- UNE Other Non-Design ..... Retail Residence and Business
- Local Transport (Unbundled Interoffice Transport) ..... Retail DS1/DS3 Interoffice
- Local Interconnection Trunks..... Parity with Retail

## M&R-6: Average Answer Time – Repair Centers

### Definition

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

### Exclusions

- Abandoned Calls

### Business Rules

The clock starts when a CLEC Representative or BellSouth customer makes a choice on the Repair Center's menu and is put in queue for the next repair attendant. The clock stops when the repair attendant answers the call.

**Note:** The Total Column is a combined BellSouth Residence and Business number.

### Calculation

**Answer Time for BellSouth Repair Centers** = (a - b)

- a = Time BellSouth Repair Attendant Answers Call
- b = Time of entry into queue after ACD Selection

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

- c = Sum of all Answer Times
- d = Total number of calls by reporting period

### Report Structure

- CLEC Aggregate
- BellSouth Aggregate
- Geographic Scope
  - Region

### Data Retained

#### Relating to CLEC Experience

- CLEC Average Answer Time

#### Relating to BellSouth Performance

- BellSouth Average Answer Time

### SQM Disaggregation - Analog/Benchmark

#### SQM Level of Disaggregation

- Region. CLEC/BellSouth Service Centers and BellSouth Repair Centers are regional.



**SQM Analog/Benchmark**

- For CLEC, Average Answer Times in UNE Center and BRMC are comparable to the Average Answer Times in the BellSouth Repair Centers.

**SEEM Measure**

SEEM	Tier I	Tier II
No.....		

**SEEM Disaggregation - Analog/Benchmark****SEEM Disaggregation****SEEM Analog/Benchmark**

- Not Applicable..... Not Applicable

## M&R-7: Mean Time To Notify CLEC of Network Outages

### Definition

BellSouth will inform the CLEC and appropriate BellSouth personnel of any Network outages (customer impacting).

### Exclusions

None

### Business Rules

The time it takes for the Network Management Center (NMC) to notify the CLEC and appropriate BellSouth personnel of a customer impacting network incident in equipment that may be utilized by the CLEC. When BellSouth becomes aware of a network incident, the CLEC and appropriate BellSouth personnel will be notified electronically. The notification time for each outage will be measured in minutes and divided by the number of outages for the reporting period. The CLECs will be notified the same way and at the same time as BellSouth personnel. These are broadcast messages. It is up to those receiving the message to determine if they have customers affected by the incident.

### Calculation

**Time to Notify** = (a - b)

- a = Date and Time NMC Notified
- b = Date and Time NMC detected network incident

**Mean Time to Notify** = (c / d)

- c = Sum of all Times to Notify
- d = Count of all Network Incidents

### Report Structure

- BellSouth Aggregate
- CLEC Aggregate
- CLEC Specific
- Geographic Scope
  - Region

### Data Retained

#### Relating to CLEC Experience

- Report Month
- Major Network Events
- Date/Time of Incident
- Date/Time of Notification

#### Relating to BellSouth Performance

- Report Month
- Major Network Events
- Date/Time of Incident
- Date/Time of Notification

**SQM Disaggregation - Analog/Benchmark****SQM Level of Disaggregation****SQM Analog/Benchmark**

- BellSouth Aggregate ..... Parity with Retail
- CLEC Aggregate ..... Parity with Retail
- CLEC Specific ..... Parity with Retail

**SEEM Measure**

SEEM	Tier I	Tier II
No.....		

**SEEM Disaggregation - Analog/Benchmark****SEEM Disaggregation****SEEM Analog/Benchmark**

- Not Applicable..... Not Applicable

## Section 5: Billing

### B-1: Invoice Accuracy

#### Definition

This measure provides the percentage of accuracy of the billing invoices rendered to CLECs during the current month.

#### Exclusions

- Adjustments not related to billing errors (e.g., credits for service outage, special promotion credits, adjustments to satisfy the customer)
- Test Accounts

#### Business Rules

The accuracy of billing invoices delivered by BellSouth to the CLEC must enable them to provide a degree of billing accuracy comparative to BellSouth bills rendered to retail customers of BellSouth. CLECs request adjustments on bills determined to be incorrect. The BellSouth Billing verification process includes manually analyzing a sample of local bills from each bill period. The bill verification process draws from a mix of different customer billing options and types of service. An end-to-end auditing process is performed for new products and services. Internal measurements and controls are maintained on all billing processes. The CLEC-specific raw data file (which is available on the PMAP web site) will contain the number of bills and adjustments for the reporting month. The number of bills and bill adjustments will be displayed by OCN and/or ACNA.

#### Calculation

**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

**Measure of Adjustments** =  $[(c-d) / c] \times 100$

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

#### Report Structure

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

#### Data Retained

##### Relating to CLEC Experience

- Report Month
- Invoice Type
  - UNE
  - Resale
  - Interconnection

- Total Billed Revenue
- Total Billing Related Adjustments
- Number of Bills
- Number of Adjustments

**Relating to BellSouth Performance**

- Report Month
- Retail Type
  - CRIS
  - CABS
- Total Billed Revenue
- Total Billing Related Adjustments

**SQM Disaggregation - Analog/Benchmark****SQM Level of Disaggregation****SQM Analog/Benchmark**

- Product/Invoice Type ..... Parity with BellSouth Retail Aggregate
  - Resale
  - UNE
  - Interconnection

**SEEM Measure**

SEEM	Tier I	Tier II
Yes .....	X .....	X .....

**SEEM Disaggregation - Analog/Benchmark****SEEM Disaggregation****SEEM Analog/Benchmark**

- Resale..... Parity with Retail
- UNE
- Interconnection

## B-2: Mean Time to Deliver Invoices

### Definition

This report measures the mean interval for timeliness of billing invoices sent to CLECs in an agreed upon format. CRIS-based invoices are measured in business days, and CABS-based invoices in calendar days.

### Exclusions

None

### Business Rules

Bill Distribution is calculated as follows: CRIS BILLS-The number of workdays is reported for CRIS bills. This is calculated by counting the Bill Period date as the first workday. Weekends and holidays are excluded when counting workdays. J/N Bills are counted in the CRIS work day category for the purposes of the measurement since their billing account number (Q account) is provided from the CRIS system.

CABS BILLS-The number of calendar days is reported for CABS bills. This is calculated by counting the day following the Bill Period date as the first calendar day. Weekends and holidays are included when counting the calendar days.

### Calculation

**Invoice Timeliness** = (a - b)

- a = Invoice Transmission Date
- b = Close Date of Scheduled Bill Cycle

**Mean Time To Deliver Invoices** = (c / d)

- c = Sum of all Invoice Timeliness intervals
- d = Count of Invoices Transmitted in Reporting Period

### Report Structure

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

**Data Retained****Relating to CLEC Experience**

- Report Month
- Invoice Type
  - UNE
  - Resale
  - Interconnection
  - State
- Invoice Transmission Count
- Date of Scheduled Bill Close

**Relating to BellSouth Performance**

- Report Month
- Invoice Type
  - CRIS
  - CABS
- Invoice Transmission Count
- Date of Scheduled Bill Close

**SQM Disaggregation - Analog/Benchmark****SQM Level of Disaggregation**

Product/Invoice Type

- Resale
- UNE
- Interconnection
- State

**SQM Analog/Benchmark**

- CLEC Average Delivery Intervals for both CRIS and CABS Invoices are comparable to BellSouth Average delivery for both systems.

**SEEM Measure**

SEEM	Tier I	Tier II
Yes .....	X .....	X .....

**SEEM Disaggregation - Analog/Benchmark****SEEM Disaggregation****SEEM Analog/Benchmark**

- CLEC State..... Parity with Retail
  - CRIS
  - CABS
- BST-State

## B-3: Usage Data Delivery Accuracy

### Definition

This measurement captures the percentage of recorded usage that is delivered error free and in an acceptable format to the appropriate Competitive Local Exchange Carrier (CLEC). These percentages will provide the necessary data for use as a comparative measurement for BellSouth performance. This measurement captures Data Delivery Accuracy rather than the accuracy of the individual usage recording.

### Exclusions

None

### Business Rules

The accuracy of the data delivery of usage records delivered by BellSouth to the CLEC must enable them to provide a degree of accuracy comparative to BellSouth bills rendered to their retail customers. If errors are detected in the delivery process, they are investigated, evaluated and documented. Errors are corrected and the data retransmitted to the CLEC.

### Calculation

**Usage Data Delivery Accuracy (Packs) =  $(a - b) / a \times 100$  (This calculation not ordered by the FPSC)**

- a = Total number of usage data packs sent during current month
- b = Total number of usage data packs requiring retransmission during current month

**Usage Data Delivery Accuracy (Records) =  $(c - d) / c \times 100$**

- c = Total number of usage records sent during current month
- d = Total number of usage records requiring retransmission during current month

### Report Structure

- CLEC Aggregate
- BellSouth Aggregate
- Geographic Scope
  - Region

### Data Retained

#### Relating to CLEC Experience

- Report Month
- Record Type
  - BellSouth Recorded
  - Non-BellSouth Recorded
- Number of Records
- Packs

#### Relating to BellSouth Performance

- Report Month
- Record Type
- Number of Records
- Packs



**SQM Disaggregation - Analog/Benchmark****SQM Level of Disaggregation****SQM Analog/Benchmark**

- Region..... Parity With Retail

**SEEM Measure**

SEEM	Tier I	Tier II
Yes .....	X .....	X .....

**SEEM Disaggregation - Analog/Benchmark****SEEM Disaggregation****SEEM Analog/Benchmark**

- CLEC State (In Florida, SEEM is based on records)..... Parity with Retail
- BellSouth Region

## B-4: Usage Data Delivery Completeness

### Definition

This measurement provides percentage of complete and accurately recorded usage data (usage recorded by BellSouth and usage recorded by other companies and sent to BellSouth for billing) that is processed and transmitted to the CLEC within thirty (30) days of the message recording date. A parity measure is also provided showing completeness of BellSouth messages processed and transmitted via CMDS. BellSouth delivers its own retail usage from recording location to billing location via CMDS as well as delivering billing data to other companies. Timeliness, Completeness and Mean Time to Deliver Usage measures are reported on the same report.

### Exclusions

None

### Business Rules

The purpose of these measurements is to demonstrate the level of quality of usage data delivered to the appropriate CLEC. Method of delivery is at the option of the CLEC.

### Calculation

**Usage Data Delivery Completeness** =  $(a / b) \times 100$

- a = Total number of Recorded usage records delivered during current month that are within thirty (30) days of the message recording date
- b = Total number of Recorded usage records delivered during the current month

### Report Structure

- CLEC Specific
- CLEC Aggregate
- Region

### Data Retained

#### Relating to CLEC Experience

- Report Month
- Record Type
  - BellSouth Recorded
  - Non-BellSouth Recorded

#### Relating to BellSouth Performance

- None

### SQM Disaggregation - Analog/Benchmark

#### SQM Level of Disaggregation

#### SQM Analog/Benchmark

Region ..... >= 98% within 30 Calendar Days

**SEEM Measure**

SEEM	Tier I	Tier II
No.....		

**SEEM Disaggregation - Analog/Benchmark**

**SEEM Disaggregation**

**SEEM Analog/Benchmark**

- Not Applicable..... Not Applicable

## B-5: Usage Data Delivery Timeliness

### Definition

This measurement provides a percentage of recorded usage data (usage recorded by BellSouth and usage recorded by other companies and sent to BellSouth for billing) that is delivered to the appropriate CLEC within six (6) calendar days from the receipt of the initial recording. A parity measure is also provided showing timeliness of BellSouth messages processed and transmitted via CMDS. Timeliness, Completeness and Mean Time to Deliver Usage measures are reported on the same report.

### Exclusions

None

### Business Rules

The purpose of this measurement is to demonstrate the level of timeliness for processing and transmission of usage data delivered to the appropriate CLEC. The usage data will be mechanically transmitted or mailed to the CLEC data processing center once daily. The Timeliness interval of usage recorded by other companies is measured from the date BellSouth receives the records to the date BellSouth distributes to the CLEC. Method of delivery is at the option of the CLEC

### Calculation

**Usage Data Delivery Timeliness Current month** =  $(a / b) \times 100$

- a = Total number of usage records sent within six (6) calendar days from initial recording/receipt
- b = Total number of usage records sent

### Report Structure

- CLEC Aggregate
- CLEC Specific
- Region

### Data Retained

#### Relating to CLEC Experience

- Report Month
- Record Type
  - BellSouth Recorded
  - Non-BellSouth Recorded

#### Relating to BellSouth Performance

- None

### SQM Level of Disaggregation - Analog/Benchmark

#### SQM Level of Disaggregation

#### SQM Analog/Benchmark

- Region.....>= 95% Delivered within 6 Calendar Days

**SEEM Measure**

SEEM	Tier I	Tier II
No.....		

**SEEM Disaggregation - Analog/Benchmark**

**SEEM Disaggregation**

**SEEM Analog/Benchmark**

- Not Applicable..... Not Applicable

## B-6: Mean Time to Deliver Usage

### Definition

This measurement provides the average time it takes to deliver Usage Records to a CLEC. A parity measure is also provided showing timeliness of BellSouth messages processed and transmitted via CMDS. Timeliness, Completeness and Mean Time to Deliver Usage measures are reported on the same report.

### Exclusions

None

### Business Rules

The purpose of this measure is to calculate the average number of days it takes BellSouth to deliver usage data to the appropriate CLEC. The calculation reflects the differences between the date the data is transmitted or mailed to the CLEC and the date the data is generated by Customer divided by the total record volume delivery.

Each delivery record is calculated as the time, in days, between when the customer generates the call and when BellSouth delivers the usage data to the CLEC. Each delivery record is categorized by the resulting number of days.

An estimated interval is calculated for each category by taking the total number of usage data records delivered for that period and multiplying it by the total number of days in that period. The mean (average) time to deliver the usage data is calculated by summing all estimated intervals and dividing by the total number of records delivered.

**Note:** Any usage record falling in the 30+ day interval will be added using an average figure of 31.5 days.

Usage data is mechanically transmitted or mailed to the CLEC data processing center once daily. Method of delivery is at the option of the CLEC.

### Calculation

**Delivery Interval Record** = (a - b)

- a = Date BellSouth delivers the usage data
- b = Date usage data is generated by the customer

**Estimated Interval** = (c X d)

- c = Number of records delivered in each category
- d = Number of days to deliver for the category

**Mean Time to Deliver Usage** = (e / f)

- e = Sum of all estimated intervals
- f = Total number of records delivered

### Report Structure

- CLEC Aggregate
- CLEC Specific
- Region

**Data Retained**

**Relating to CLEC Experience**

- Report Month
- Record Type
  - BellSouth Recorded
  - Non-BellSouth Recorded

**Relating to BellSouth Performance**

- None

**SQM Level of Disaggregation - Analog/Benchmark**

**SQM Level of Disaggregation**

**SQM Analog/Benchmark**

- Region..... <= 6 Days

**SEEM Measure**

SEEM	Tier I	Tier II
No.....		

**SEEM Disaggregation - Analog/Benchmark**

**SEEM Disaggregation**

**SEEM Analog/Benchmark**

- Not Applicable..... Not Applicable

## B-7: Recurring Charge Completeness

### Definition

This measure captures percentage of fractional recurring charges appearing on the correct bill.

### Exclusions

None

### Business Rules

The effective date of the recurring charge must be within 30 days of the bill date for the charge to appear on the correct bill. The count of fractional recurring charges in the calculation refers to a sum of absolute total dollar values either billed on the correct bill or absolute value of total fractional recurring charges on the bill.

### Calculation

**Recurring Charge Completeness** =  $(a / b) \times 100$

- a = Count of fractional recurring charges that are on the correct bill<sup>1</sup>
- b = Total count of fractional recurring charges that are on the bill

<sup>1</sup>Correct bill = next available bill

### Report Structure

- CLEC Specific
- CLEC Aggregate
- BellSouth Aggregate

### Data Retained

#### Relating to CLEC Experience

- Report Month
- Invoice Type
- Total Recurring Charges Billed
- Total Billed On Time

#### Relating to BellSouth Performance

- Report Month
- Retail Analog
- Total Recurring Charges Billed
- Total Billed On Time



**SQM Level of Disaggregation - Analog/Benchmark****SQM Level of Disaggregation****SQM Analog/Benchmark**

Product/Invoice Type

- Resale..... Parity
- UNE..... Benchmark 90%
- Interconnection..... Benchmark 90%

**SEEM Measure****SEEM            Tier I      Tier II**

No.....

**SEEM Disaggregation - Analog/Benchmark****SEEM Disaggregation****SEEM Analog/Benchmark**

- Not Applicable..... Not Applicable

## B-8: Non-Recurring Charge Completeness

### Definition

This measure captures percentage of non-recurring charges appearing on the correct bill.

### Exclusions

None

### Business Rules

The effective date of the non-recurring charge must be within 30 days of the bill date for the charge to appear on the correct bill. The count of non-recurring charges in the calculation refers to a sum of absolute total dollar values either billed on the correct bill or absolute value of total non-recurring charges on the bill.

### Calculation

**Non-Recurring Charge Completeness** =  $(a / b) \times 100$

- a = Count of non-recurring charges that are on the correct bill<sup>1</sup>
- b = Total count of non-recurring charges that are on the bill

<sup>1</sup>Correct bill = next available bill

### Report Structure

- CLEC Specific
- CLEC Aggregate
- BellSouth Aggregate
- Geographic Scope
  - State

### Data Retained

#### Relating to CLEC Experience

- Report Month
- Invoice Type
- Total Non-Recurring Charges Billed
- Total Billed On Time

#### Relating to BellSouth Performance

- Report Month
- Retail Analog
- Total Non-Recurring Charges Billed
- Total Billed On Time

**SQM Level of Disaggregation - Analog/Benchmark**

**SQM Level of Disaggregation**

**SQM Analog/Benchmark**

Product/Invoice Type

- Resale..... Parity
- UNE..... Benchmark 90%
- Interconnection..... Benchmark 90%

**SEEM Measure**

SEEM	Tier I	Tier II
No.....		

**SEEM Disaggregation - Analog/Benchmark**

**SEEM Disaggregation**

**SEEM Analog/Benchmark**

- Not Applicable..... Not Applicable

B-8: Non-Recurring Charge Completeness

## B-9: Percent Daily Usage Feed Errors Corrected in “X” Business Days

### Definition

Measures the timely correction of Daily Usage Feed (DUF) errors in record information and Pack formats measured separately. Errors included (1) Pack Failure errors and (2) EMI content errors in records.

### Exclusions

- Usage that cannot be corrected and resent or usage that the CLEC doesn't want Retransmitted.
- CLEC Problem/Issue/File Retransmission forms disputed by BellSouth SMEs that do not result in an EMI error.
- CLEC notification received by BellSouth > 10 business days from transmission date of errored messages or packs.

### Business Rules

This measure will provide the % of errors corrected in “X” Business days.

Pack Failure errors are defined as a DUF header/trailer error containing one or more of the following conditions: Grand total records not equal to records in pack or sequence/invoice numbers for a from RAO is not sequential

EMI content errors are defined as those records with errors contained in the EMI detail records that cause a message to be unbillable by the CLEC

Only notification received via the CLEC Problem/Issue/File Retransmission form will be included in this measure. To locate the form, go to the PMAP web site (<http://pmap.bellsouth.com/>) and click the Documentation/Exhibits link, then select the “CLEC Problem/Issue/File Retransmission form.”

When circumstances arise for multiple content errors it is not necessary for the form to be filled out in its entirety, the CLECs agree to provide sufficient information for content error research so that a thorough investigation and resolution can be completed.

For each type error condition, a new CLEC Problem/Issue/File Retransmission form should be submitted.

EMI content errors should be attached in a separate file from the CLEC Problem/Issue/File Retransmission form

Elapsed time is measured in business days.

The clock starts when BellSouth receives CLEC's Problem/Issue/File Retransmission form.

The clock stops when BellSouth provides the corrected usage to the CLEC using the predesignated DUF delivery method.

This measure applies only to CLECs that are ODUF and ADUF participants

### Calculation

**Timeliness of Daily Usage EMI Content Errors Corrected** =  $(a / b) \times 100$

- a = Total number of Daily Usage Records with EMI Content Errors Corrected in the reporting month within 10 Business Days.
- b = Total number of Daily Usage Records with EMI Content Errors corrected in reporting month.

**Timeliness of Daily Usage Pack Format Errors Corrected** =  $(c / d) \times 100$

- c = Total number of Daily Usage Packs with Format Errors Corrected in the reporting month within 4 Business Days.
- d = Total number of Daily Usage Packs with Format Errors corrected in reporting month

**Report Structure**

- CLEC Specific
  - Total number of BST disputed Daily Usage Records with EMI Content Errors received in reporting month.
  - Total number of Daily Usage Records with EMI Content Errors received in reporting month.
  - Total number of BST disputed Daily Usage Packs with Format Errors received in reporting month
  - Total number of Daily Usage Packs with Format Errors received in reporting month
- CLEC Aggregate
- Geographic Scope
  - Region

**Data Retained**
**Relating to CLEC Experience**

- Report Month
  - BellSouth Recorded
  - Non-BellSouth Recorded

**Relating to BellSouth Performance**

- None

**SQM Level of Disaggregation - Analog/Benchmark**
**SQM Level of Disaggregation**
**SQM Analog/Benchmark**

- Region..... Diagnostic

**SEEM Measure**

SEEM	Tier I	Tier II
No.....		

**SEEM Disaggregation - Analog/Benchmark**
**SEEM Disaggregation**
**SEEM Analog/Benchmark**

- Not Applicable..... Not Applicable

## B-10: Percent Billing Errors Corrected in “X” Business Days

### Definition

Measures timely carrier bill adjustments.

### Exclusions

Adjustments that are initiated by BellSouth

### Business Rules

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

### Calculation

**Percent Billing Errors Corrected in 45 Business Days** =  $(a / b) \times 100$

- a = Number of BAR resolutions sent in 45 Business Days
- b = Total Number of BAR resolutions due in Reporting Period

### Report Structure

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

### Data Retained

#### Relating to CLEC Experience

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

#### Relating to BellSouth Performance

- None

### SQM Disaggregation - Retail Analog/Benchmark

#### SQM Level of Disaggregation

- State..... 90% Billing Disputes <= 45 Business Days

#### SQM Analog/Benchmark

**SEEM Measure**

SEEM	Tier I	Tier II
Yes .....	X .....	X .....

**SEEM Disaggregation - Analog/Benchmark**

**SEEM Disaggregation**

**SEEM Analog/Benchmark**

- State..... 90% Billing Disputes <= 45 Business Days

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

**B-10: Percent Billing Errors Corrected in "X" Business Days**

## Section 6: Operator Services and Directory Assistance

### OS-1: Speed to Answer Performance/Average Speed to Answer – Toll

#### Definition

Measurement of the average time in seconds calls wait before answered by a toll operator.

#### Exclusions

None

#### Business Rules

The clock starts when the customer enters the queue and the clock stops when a BellSouth representative answers the call or the customer abandons the call. The length of each call is determined by measuring, using a scanning technique, and accumulating the elapsed time from the entry of a customer call into the BellSouth call management system queue until the customer call is abandoned or transferred to BellSouth personnel assigned to handle calls for assistance. The system makes no distinction between CLEC customers and BellSouth customers.

#### Calculation

**Speed to Answer Performance/Average Speed to Answer – Toll** =  $a / b$

- a = Total queue time
- b = Total calls answered

**Note:** Total queue time includes time that answered calls wait in queue as well as time abandoned calls wait in queue prior to abandonment.

#### Report Structure

- Reported for the aggregate of BellSouth and CLECs
  - State

#### Data Retained (on Aggregate Basis)

- For the items below, BellSouth's Performance Measurement Analysis Platform (PMAP) receives a final computation; therefore, no raw data file is available in PMAP
- Month
- Call Type (Toll)
- Average Speed of Answer

#### SQM Disaggregation - Analog/Benchmark

##### SQM Level of Disaggregation

- None .....

##### SQM Analog/Benchmark

Parity by Design



**SEEM Measure**

SEEM	Tier I	Tier II
No.....		

**SEEM Disaggregation - Analog/Benchmark**

**SEEM Disaggregation**

**SEEM Analog/Benchmark**

- Not Applicable..... Not Applicable

## OS-2: Speed to Answer Performance/Percent Answered within “X” Seconds – Toll

### Definition

Measurement of the percent of toll calls that are answered in less than ten seconds

### Exclusions

None

### Business Rules

The clock starts when the customer enters the queue and the clock stops when a BellSouth representative answers the call or the customer abandons the call. The length of each call is determined by measuring, using a scanning technique, and accumulating the elapsed time from the entry of a customer call into the BellSouth call management system queue until the customer call is abandoned or transferred to BellSouth personnel assigned to handle calls for assistance. The system makes no distinction between CLEC customers and BellSouth customers.

### Calculation

The Percent Answered within “X” Seconds measurement for toll is derived by using the BellCore Statistical Answer Conversion Tables, to convert the Average Speed to Answer measure into a percent of calls answered within “X” seconds. The BellCore Conversion Tables are specific to the defined parameters of work time, number of operators, max queue size and call abandonment rates.

### Report Structure

- Reported for the aggregate of BellSouth and CLECs
  - State

### Data Retained (on Aggregate Basis)

- For the items below, BellSouth’s Performance Measurement Analysis Platform (PMAP) receives a final computation; therefore, no raw data file is available in PMAP
- Month
- Call Type (Toll)
- Average Speed of Answer

### SQM Disaggregation - Analog/Benchmark

#### SQM Level of Disaggregation:

#### SQM Analog/Benchmark

- None ..... Parity by Design

### SEEM Measure

SEEM	Tier I	Tier II
No.....		

**SEEM Disaggregation - Analog/Benchmark****SEEM Disaggregation****SEEM Analog/Benchmark**

- Not Applicable..... Not Applicable

## DA-1: Speed to Answer Performance/Average Speed to Answer – Directory Assistance (DA)

### Definition

Measurement of the average time in seconds calls wait before answered by a DA operator.

### Exclusions

None

### Business Rules

The clock starts when the customer enters the queue and the clock stops when a BellSouth representative answers the call or the customer abandons the call. The length of each call is determined by measuring, using a scanning technique, and accumulating the elapsed time from the entry of a customer call into the BellSouth call management system queue until the customer call is abandoned or transferred to BellSouth personnel assigned to handle calls for assistance. The system makes no distinction between CLEC customers and BellSouth customers.

### Calculation

**Speed to Answer Performance/Average Speed to Answer – Directory Assistance (DA) =  $a / b$**

- a = Total queue time
- b = Total calls answered

**Note:** Total queue time includes time that answered calls wait in queue as well as time abandoned calls wait in queue prior to abandonment.

### Report Structure

- Reported for the aggregate of BellSouth and CLECs
  - State

### Data Retained (on Aggregate Basis)

- For the items below, BellSouth's Performance Measurement Analysis Platform (PMAP) receives a final computation; therefore, no raw data file is available in PMAP
- Month
- Call Type (DA)
- Average Speed of Answer

### SQM Level of Disaggregation - Analog/Benchmark

#### SQM Level of Disaggregation

- None .....

#### SQM Analog/Benchmark

Parity by Design

**SEEM Measure**

SEEM	Tier I	Tier II
No.....		

**SEEM Disaggregation - Analog/Benchmark**

**SEEM Disaggregation**

**SEEM Analog/Benchmark**

- Not Applicable..... Not Applicable

## DA-2: Speed to Answer Performance/Percent Answered within “X” Seconds – Directory Assistance (DA)

### Definition

Measurement of the percent of DA calls that are answered in less than twelve seconds.

### Exclusions

None

### Business Rules

The clock starts when the customer enters the queue and the clock stops when a BellSouth representative answers the call or the customer abandons the call. The length of each call is determined by measuring, using a scanning technique, and accumulating the elapsed time from the entry of a customer call into the BellSouth call management system queue until the customer call is abandoned or transferred to BellSouth personnel assigned to handle calls for assistance. The system makes no distinction between CLEC customers and BellSouth customers.

### Calculation

The Percent Answered within “X” Seconds measurement for DA is derived by using the BellCore Statistical Answer Conversion Tables, to convert the Average Speed to Answer measure into a percent of calls answered within “X” seconds. The BellCore Conversion Tables are specific to the defined parameters of work time, number of operators, max queue size and call abandonment rates.

### Report Structure

- Reported for the aggregate of BellSouth and CLECs
  - State

### Data Retained (on Aggregate Basis)

- For the items below, BellSouth’s Performance Measurement Analysis Platform (PMAP) receives a final computation; therefore, no raw data file is available in PMAP.
- Month
- Call Type (DA)
- Average Speed of Answer

### SQM Disaggregation - Analog/Benchmark

#### SQM Level of Disaggregation

#### SQM Analog/Benchmark

- None ..... Parity by Design

### SEEM Measure

SEEM	Tier I	Tier II
No.....		

**SEEM Disaggregation - Analog/Benchmark****SEEM Disaggregation****SEEM Analog/Benchmark**

- Not Applicable..... Not Applicable

DA-2: Speed to Answer Performance/Percent Answered within "X" Seconds – Directory Assistance (DA)

## Section 7: Database Update Information

### D-1: Average Database Update Interval

#### Definition

This report measures the interval from receipt of the database change request to the completion of the update to the database for Line Information Database (LIDB), Directory Assistance and Directory Listings.

#### Exclusions

- Updates Canceled by the CLEC
- Initial update when supplemented by CLEC
- BellSouth updates associated with internal or administrative use of local services.

#### Business Rules

The interval for this measure begins with the date and time stamp when a service order is completed and the completion notice is released to all systems to be updated with the order information including Directory Assistance, Directory Listings, and Line Information Database (LIDB). The end time stamp is the date and time of completion of updates to the system. This metric includes updates from stand-alone directory listing orders.

#### For BellSouth Results:

The BellSouth computation is identical to that for the CLEC with the clarifications noted below.

#### Other Clarifications and Qualification:

- For LIDB, the elapsed time for a BellSouth update is measured from the point in time when the BellSouth file maintenance process makes the LIDB update information available until the date and time reported by BellSouth that database updates are completed.
- Results for the CLECs are captured and reported at the update level by Reporting Dimension (see below).
- The Completion Date is the date upon which BellSouth issues the Update Completion Notice to the CLEC.
- If the CLEC initiates a supplement to the originally submitted update and the supplement reflects changes in customer requirements (rather than responding to BellSouth initiated changes), then the update submission date and time will be the date and time of BellSouth receipt of a syntactically correct update supplement. Update activities responding to BellSouth initiated changes will not result in changes to the update submission date and time used for the purposes of computing the update completion interval.
- Elapsed time is measured in hours and hundredths of hours rounded to the nearest tenth of an hour.
- Because this should be a highly automated process, the accumulation of elapsed time continues through off-schedule, weekends and holidays; however, scheduled maintenance windows are excluded.

#### Calculation

**Update Interval** = (a - b)

- a = Completion Date and Time of Database Update
- b = Submission Date and Time of Database Change

**Average Update Interval** = (c / d)

- c = Sum of all Update Intervals
- d = Total Number of Updates Completed During Reporting Period



**Report Structure**

- CLEC Specific (Under development)
- CLEC Aggregate
- BellSouth Aggregate
- Geographic Scope
  - Region

**Data Retained**
**Relating to CLEC Experience**

- Database File Submission Time
- Database File Update Completion Time
- CLEC Number of Submissions
- Total Number of Updates

**Relating to BellSouth Performance**

- Database File Submission Time
- Database File Update Completion Time
- BellSouth Number of Submissions
- Total Number of Updates

**SQM Disaggregation - Analog/Benchmark**
**SQM Level of Disaggregation**

- Database Type .....
- LIDB
- Directory Listings
- Directory Assistance

**SQM Analog/Benchmark**

Parity by Design

**SEEM Measure**

SEEM	Tier I	Tier II
No.....		

**SEEM Disaggregation - Analog/Benchmark**
**SEEM Disaggregation**

- Not Applicable.....

**SEEM Analog/Benchmark**

Not Applicable

## D-2: Percent Database Update Accuracy

### Definition

This report measures the accuracy of database updates by BellSouth for Line Information Database (LIDB) Directory Assistance and Directory Listings using a statistically valid sample of completed CLEC Service Orders in a manual review. This manual review is not conducted on BellSouth Service Orders.

### Exclusions

- Updates canceled by the CLEC
- Initial update when supplemented by CLEC
- CLEC orders that had CLEC errors
- BellSouth updates associated with internal or administrative use of local services.

### Business Rules

For each update reviewed during the reporting period, the original update that the CLEC sent to BellSouth is compared to the database following completion of the update by BellSouth. An update is “completed without error” if the database completely and accurately reflects the activity specified on the original and supplemental update (e.g., orders) submitted by the CLEC. Each database (e.g., LIDB, Directory Assistance and Directory Listings) should be separately tracked and reported.

A statistically valid sample of completed CLEC Service Orders is pulled each month. This metric includes updates from stand-alone directory listing orders.

### Calculation

**Percent Update Accuracy** =  $(a / b) \times 100$

- a = Number of Updates Completed Without Error
- b = Number Updates Completed

### Report Structure

- CLEC Aggregate
- CLEC Specific (not available in this report)
- BellSouth Aggregate (not available in this report)
- Geographic Scope
  - Region

### Data Retained

#### Relating to CLEC Experience

- Report Month
- CLEC Order Number (so\_nbr) and PON (PON)
- Local Service Request (LSR)
- Order Submission Date
- Number of Orders Reviewed

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

**Relating to BellSouth Performance**

- Not Applicable

**SQM Disaggregation - Analog/Benchmark****SQM Level of Disaggregation****SQM Analog/Benchmark**

- Database Type ..... 95% Accurate
  - LIDB
  - Directory Listings
  - Directory Assistance

**SEEM Measure**

SEEM	Tier I	Tier II
No.....		

**SEEM Disaggregation - Analog/Benchmark****SEEM Disaggregation****SEEM Analog/Benchmark**

- Not Applicable..... Not Applicable

## D-3: Percent NXXs and LRNs Loaded by the LERG Effective Date

### Definition

Measurement of the percent of NXX(s) and Location Routing Numbers LRN(s) loaded and tested in new end office and/or tandem switches by the Local Exchange Routing Guide (LERG) effective date when facilities are in place. BellSouth has a single provisioning process for both NXX(s) and LRN(s). In this measure BellSouth will identify whether or not a particular NXX has been flagged as LNP capable (set triggers for dips) by the LERG effective date.

### Exclusions

- Activation requests where the CLEC's interconnection arrangements and facilities are not in place by the LERG effective date.
- Expedite requests

### Business Rules

Data for the initial NXX(s) and LRN(s) in a local calling area will be based on the LERG effective date or completion of the initial interconnection trunk group(s), whichever is longer. Data for additional NXX(s) in the local calling area will be based on the LERG effective date. The LERG effective date is loaded into the system at the request of the CLEC. It is contingent upon the CLEC to engineer, order, and install interconnection arrangements and facilities prior to that date.

The total Count of NXX(s) and LRN(s) that were scheduled to be loaded and those that were loaded by the LERG effective date in BellSouth switches will be captured in the Work Force Administration - Dispatch In database.

An LRN is assigned by the owner of the switch and is placed into the software translations for every switch to be used as an administrative pointer to route NXX(s) in LNP capable switches. The LRN is a result of Local Number Porting and is housed in a national database provided by the Number Portability Administration Center (NPAC). The switch owner is responsible for notifying NPAC and requesting the effective date that will be reflected in the LERG. The national database downloads routing tables into BellSouth's Service Control Point (SCP) regional databases, which are queried by switches when routing ported numbers.

The basic NXX routing process includes the addition of all NXX(s) in the response translations. This addition to response translations is what supports LRN routing. Routing instructions for all NXX(s), including LRN(s), are received from the Advance Routing & Trunking System (ARTS) and all routing, including response, is established based on the information contained in the Translation Work Instructions (TWINs) document.

### Calculation

**Percent NXXs/LRNs Loaded and Tested Prior to the LERG Effective Date** =  $(a / b) \times 100$

- a = Count of NXXs and LRNs loaded by the LERG effective date
- b = Total NXXs and LRNs to be scheduled and loaded by the LERG effective date

### Report Structure

- CLEC Specific
- CLEC Aggregate
- BellSouth (Not Applicable)
- Geographic Scope
  - Region

**Data Retained****Relating to CLEC Experience**

- Company Name
- Company Code
- NPA/NXX
- LERG Effective Date
- Loaded Date

**Relating to BellSouth Performance**

- Not Applicable

**SQM Disaggregation - Analog/Benchmark****SQM Level of Disaggregation****SQM Analog/Benchmark**

- Geographic Scope ..... 100% by LERG Effective Date  
- Region

**SEEM Measure**

SEEM	Tier I	Tier II
No.....		

**SEEM Disaggregation - Analog/Benchmark****SEEM Disaggregation****SEEM Analog/Benchmark**

- Not Applicable..... Not Applicable

## Section 8: E911

### E-1: Timeliness

#### Definition

Measures the percent of batch orders for E911 database updates (to CLEC resale and BellSouth retail records) processed successfully within a 24-hour period.

#### Exclusions

- Any resale order canceled by a CLEC
- Facilities-based CLEC orders

#### Business Rules

The 24-hour processing period is calculated based on the date and time processing starts on the batch orders and the date and time processing stops on the batch orders. Mechanical processing starts when SCC (the BellSouth E911 vendor) receives E911 files containing batch orders extracted from the BellSouth Service Order Control System (SOCS). Processing stops when SCC loads the individual records to the E911 database. The E911 database includes updates to the Automatic Location Identification (ALI) database. The system makes no distinction between CLEC resale records and BellSouth retail records.

#### Calculation

**E911 Timeliness** = (a / b) X 100

- a = Number of batch orders processed within 24 hours
- b = Total number of batch orders submitted

#### Report Structure

Reported for the aggregate of CLEC resale updates and BellSouth retail updates

- State
- Region

#### Data Retained

- Report Month
- Aggregate Data

#### SQM Disaggregation - Analog/Benchmark

##### SQM Level of Disaggregation

- None ..... Parity by Design

##### SQM Analog/Benchmark

#### SEEM Measure

SEEM	Tier I	Tier II
No.....		

**SEEM Disaggregation - Analog/Benchmark****SEEM Disaggregation****SEEM Analog/Benchmark**

- Not Applicable..... Not Applicable

## E-2: Accuracy

### Definition

Measures the percent of E911 telephone number (TN) record updates (to CLEC resale and BellSouth retail records) processed successfully for E911 (including the Automatic Location Identification (ALI) database).

### Exclusions

- Any resale order canceled by a CLEC
- Facilities-based CLEC orders

### Business Rules

Accuracy is based on the number of records processed without error at the conclusion of the processing cycle. Mechanical processing starts when SCC (the BellSouth E911 vendor) receives E911 files containing telephone number (TN) records extracted from BellSouth's Service Order Control System (SOCS). The system makes no distinction between CLEC resale records and BellSouth retail records.

### Calculation

**E911 Accuracy** = (a / b) X 100

- a = Number of record individual updates processed with no errors
- b = Total number of individual record updates

### Report Structure

Reported for the aggregate of CLEC resale updates and BellSouth retail updates

- State
- Region

### Data Retained

- Report Month
- Aggregate Data

### SQM Disaggregation - Analog/Benchmark

#### SQM Level of Disaggregation

#### SQM Analog/Benchmark

- None ..... Parity by Design

### SEEM Measure

<b>SEEM</b>	<b>Tier I</b>	<b>Tier II</b>
-------------	---------------	----------------

No.....

### SEEM Disaggregation - Analog/Benchmark

#### SEEM Disaggregation

#### SEEM Analog/Benchmark

- Not Applicable..... Not Applicable



## E-3: Mean Interval

### Definition

Measures the mean interval processing of E911 batch orders (to update CLEC resale and BellSouth retail records) including processing against the Automatic Location Identification (ALI) database.

### Exclusions

- Any resale order canceled by a CLEC
- Facilities-based CLEC orders

### Business Rules

The processing period is calculated based on the date and time processing starts on the batch orders and the date and time processing stops on the batch orders. Data is posted in 4-hour increments up to and beyond 24 hours. The system makes no distinction between CLEC resale records and BellSouth retail records.

### Calculation

**E911 Interval** = (a - b)

- a = Date and time of batch order completion
- b = Date and time of batch order submission

**E911 Mean Interval** = (c / d)

- c = Sum of all E911 Intervals
- d = Number of batch orders completed

### Report Structure

Reported for the aggregate of CLEC resale updates and BellSouth retail updates

- State
- Region

### Data Retained

- Report Month
- Aggregate Data

### SQM Disaggregation - Analog/Benchmark

#### SQM Level of Disaggregation

#### SQM Analog/Benchmark

- None ..... Parity by Design

### SEEM Measure

SEEM	Tier I	Tier II
No.....		

**SEEM Disaggregation - Analog/Benchmark****SEEM Disaggregation****SEEM Analog/Benchmark**

- Not Applicable..... Not Applicable

## Section 9: Trunk Group Performance

### TGP-1: Trunk Group Performance-Aggregate

#### Definition

The Trunk Group Performance report displays, over a reporting cycle, aggregate, average trunk group blocking data for each hour of each day of the reporting cycle, for both CLEC affecting and BellSouth affecting trunk groups.

#### Exclusions

- Trunk Groups blocked due to unanticipated significant increase in CLEC traffic
- Orders that are delayed or refused by CLEC
- Trunk Groups for which there was no valid data available for an entire study period
- Duplicate trunk group information
- Trunk Groups blocked due to CLEC network/equipment failure
- Final Groups actually overflowing, not blocked

#### Business Rules

The purpose of the Trunk Group Performance Report is to provide trunk blocking measurements on CLEC and BellSouth trunk groups for comparison only. It is not the intent of the report that it be used for network management and/or engineering. BellSouth should notify the CLEC when such blocking meets this exclusion criteria (orders that are delayed or refused by the CLEC) and report the results, both with and without the exclusions. An unanticipated significant increase in traffic is indicated by a 20% increase for small trunk groups or 1800 CCS for large groups over the previous months traffic when the increase was not forecasted by the CLEC.

#### Monthly Average Blocking:

- The reporting cycle includes both business and non-business days in a calendar month.
- Monthly average blocking values are calculated for each trunk group for each of the 24 time consistent hours across a reporting cycle.

#### Aggregate Monthly Blocking:

- Used to compare aggregate blocking across trunk groups which terminate traffic at CLEC points of presence versus BellSouth switches.
- Aggregate monthly blocking data is calculated for each hour of the day across all trunk groups assigned to a category.

#### Trunk Categorization:

- This report displays, over a reporting cycle, aggregate, average blocking data for each hour of a day. Therefore, for each reporting cycle, 24 blocking data points are generated for two aggregate groups of selected trunk groups. These groups are CLEC affecting and BellSouth affecting trunk groups. In order to assign trunk groups to each aggregate group, all trunk groups are first assigned to a category. A trunk group's end points and the type of traffic that is transmitted on it define a category. Selected categories of trunk groups are assigned to the aggregate groups so that trunk reports can be generated. The categories to which trunk groups have been assigned for this report are as follows.

#### CLEC Affecting Categories:

	Point A	Point B
Category 1: .....	BellSouth End Office .....	BellSouth Access Tandem
Category 3: .....	BellSouth End Office .....	CLEC Switch
Category 4: .....	BellSouth Local Tandem.....	CLEC Switch
Category 5: .....	BellSouth Access Tandem.....	CLEC Switch

Category 10:..... BellSouth End Office ..... BellSouth Local Tandem

Category 16:..... BellSouth Tandem..... BellSouth Tandem

**BellSouth Affecting Categories:**

	<b>Point A</b>	<b>Point B</b>
Category 1: .....	BellSouth End Office .....	BellSouth Access Tandem
Category 9: .....	BellSouth End Office .....	BellSouth End Office
Category 10:.....	BellSouth End Office .....	BellSouth Local Tandem
Category 16:.....	BellSouth Tandem.....	BellSouth Tandem

**Calculation**
**Monthly Average Blocking:**

- For each hour of the day, each day's raw data are summed across all valid measurements days in a report cycle for blocked and attempted calls.
- The sum of the blocked calls is divided by the total number of calls attempted in a reporting period.

**Aggregate Monthly Blocking:**

- For each hour of the day, the monthly sums of the blocked and attempted calls from each trunk group are separately aggregated over all trunk groups within each assigned category.
- The total blocked calls is divided by the total call attempts within a group to calculate an aggregate monthly blocking for each assigned group.
- The result is an aggregate monthly average blocking value for each of the 24 hours by group.
- The difference between the CLEC and BellSouth affecting trunk groups are also calculated for each hour.

**Report Structure**

- CLEC Aggregate
- BellSouth Aggregate
  - State
- With and Without Exclusion for Orders Delayed or Refused by CLEC

**Data Retained**
**Relating to CLEC Experience**

- Report Month
- Total Trunk Groups
- Number of Trunk Groups by CLEC
- Hourly Blocking Per Trunk Group
- Hourly Usage Per Trunk Group
- Hourly Call Attempts Per Trunk Group

**Related to BellSouth Performance**

- Report Month
- Total Trunk Groups
- Aggregate Hourly Blocking Per Trunk Group
- Hourly Usage Per Trunk Group
- Hourly Call Attempts Per Trunk Group

**SQM Disaggregation - Analog/Benchmark**

**SQM Level of Disaggregation**

- CLEC Aggregate .....
- BellSouth Aggregate

**SQM Analog/Benchmark**

Any consecutive 2 hour period in 24 hours where CLEC blockage exceeds BellSouth blockage by more than 0.5% using trunk groups 1, 3, 4, 5, 10, 16 for CLECs and 9 for BellSouth

**SEEM Measure**

SEEM	Tier I	Tier II
Yes .....		X

**SEEM Disaggregation - Analog/Benchmark**

**SEEM Disaggregation**

- CLEC Aggregate .....
- BellSouth Aggregate

**SEEM Analog/Benchmark**

Any consecutive 2 hour period in 24 hours where CLEC blockage exceeds BellSouth blockage by more than 0.5% using trunk groups 1,3,4,5,10,16 for CLECs and 9 for BellSouth

**TGP-1: Trunk Group Performance-Aggregate**

## TGP-2: Trunk Group Performance – CLEC Specific

### Definition

The Trunk Group Performance report displays, over a reporting cycle, CLEC specific, average trunk group blocking data for each hour of each day of the reporting cycle, for both CLEC affecting and BellSouth affecting trunk groups.

### Exclusions

- Trunk Groups blocked due to unanticipated significant increase in CLEC traffic
- Orders that are delayed or refused by CLEC
- Trunk Groups for which there was no valid data available for an entire study period
- Duplicate trunk group information
- Trunk Groups blocked due to CLEC network/equipment failure
- Final Groups actually overflowing not blocked

### Business Rules

The purpose of the Trunk Group Performance Report is to provide trunk blocking measurements on CLEC and BellSouth trunk groups for comparison only. It is not the intent of the report that it be used for network management and/or engineering. BellSouth should notify the CLEC when such blocking meets this exclusion criteria (orders that are delayed or refused by the CLEC) and report the results, both with and without the exclusions. An unanticipated significant increase in traffic is indicated by a 20% increase for small trunk groups or 1800 CCS for large groups over the previous months traffic when the increase was not forecasted by the CLEC.

#### Monthly Average Blocking:

- The reporting cycle includes both business and non-business days in a calendar month.
- Monthly average blocking values are calculated for each trunk group for each of the 24 time consistent hours across a reporting cycle.

#### Aggregate Monthly Blocking:

- Used to compare aggregate blocking across trunk groups which terminate traffic at CLEC points of presence versus BellSouth switches.
- Aggregate monthly blocking data is calculated for each hour of the day across all trunk groups assigned to a category.

#### Trunk Categorization:

- This report displays, over a reporting cycle, aggregate, average blocking data for each hour of a day. Therefore, for each reporting cycle, 24 blocking data points are generated for two aggregate groups of selected trunk groups. These groups are CLEC affecting and BellSouth affecting trunk groups. In order to assign trunk groups to each aggregate group, all trunk groups are first assigned to a category. A trunk group's end points and the type of traffic that is transmitted on it define a category. Selected categories of trunk groups are assigned to the aggregate groups so that trunk reports can be generated. The categories to which trunk groups have been assigned for this report are as follows.

#### CLEC Affecting Categories:

	Point A	Point B
Category 1: .....	BellSouth End Office .....	BellSouth Access Tandem
Category 3: .....	BellSouth End Office .....	CLEC Switch
Category 4: .....	BellSouth Local Tandem.....	CLEC Switch
Category 5: .....	BellSouth Access Tandem.....	CLEC Switch
Category 10:.....	BellSouth End Office .....	BellSouth Local Tandem

Category 16:..... BellSouth Tandem..... BellSouth Tandem

**BellSouth Affecting Categories:**

	<b>Point A</b>	<b>Point B</b>
Category 1: .....	BellSouth End Office .....	BellSouth Access Tandem
Category 9: .....	BellSouth End Office .....	BellSouth End Office
Category 10:.....	BellSouth End Office .....	BellSouth Local Tandem
Category 16:.....	BellSouth Tandem.....	BellSouth Tandem

**Calculation**

**Monthly Average Blocking:**

- For each hour of the day, each day’s raw data are summed across all valid measurements days in a report cycle for blocked and attempted calls.
- The sum of the blocked calls is divided by the total number of calls attempted in a reporting period.

**Aggregate Monthly Blocking:**

- For each hour of the day, the monthly sums of the blocked and attempted calls from each trunk group are separately aggregated over all trunk groups within each assigned category.
- The total blocked calls is divided by the total call attempts within a group to calculate an aggregate monthly blocking for each assigned group.
- The result is an aggregate monthly average blocking value for each of the 24 hours by group.
- The difference between the CLEC and BellSouth affecting trunk groups are also calculated for each hour.

**Report Structure**

- CLEC Specific
  - State
- With and Without Exclusion for Orders Delayed or Refused by CLEC

**Data Retained**

**Relating to CLEC Experience**

- Report Month
- Total Trunk Groups
- Number of Trunk Groups by CLEC
- Hourly Blocking Per Trunk Group
- Hourly Usage Per Trunk Group
- Hourly Call Attempts Per Trunk Group

**Relating to BellSouth Performance**

- Report Month
- Total Trunk Groups
- Aggregate Hourly Blocking Per Trunk Group
- Hourly Usage Per Trunk Group
- Hourly Call Attempts Per Trunk Group

**SQM Disaggregation - Analog/Benchmark****SQM Level of Disaggregation**

- CLEC Trunk Group .....

**SQM Analog/Benchmark**

Any 2 consecutive hour period in 24 hours where CLEC blockage exceeds BellSouth blockage by more than 0.5% using trunk groups 1, 3, 4, 5, 10, 16 for CLECs and 9 for BellSouth

**SEEM Measure**

SEEM	Tier I	Tier II
Yes .....	X .....	

**SEEM Disaggregation - Analog/Benchmark****SEEM Disaggregation**

- CLEC Trunk Group .....
- BellSouth Trunk Group

**SEEM Analog/Benchmark**

Any 2 consecutive hour period in 24 hours where CLEC blockage exceeds BellSouth blockage by more than 0.5% using trunk groups 1, 3, 4, 5, 10, 16 for CLECs and 9 for BellSouth



## Section 10: Collocation

### C-1: Collocation Average Response Time

#### Definition

Measures the average time (counted in calendar days) from the receipt of a complete and accurate collocation application (including receipt of application fee if required) to the date BellSouth returns a response electronically or in writing. Within the number of calendar days as designated by the Collocation order after having received a bona fide application for physical collocation, BellSouth must respond with space availability and a price quote.

#### Exclusions

Any application canceled by the CLEC

#### Business Rules

The clock starts on the date that BellSouth receives a complete and accurate collocation application accompanied by the appropriate application fee if required. The clock stops on the date that BellSouth returns a response. The clock will restart upon receipt of changes to the original application request.

#### Calculation

**Response Time** = (a - b)

- a = Request Response Date
- b = Request Submission Date

**Average Response Time** = (c / d)

- c = Sum of all Response Times
- d = Count of Responses Returned within Reporting Period

#### Report Structure

- Individual CLEC (alias) aggregate
- Aggregate of all CLECs
- Geographic Scope
  - State

#### Data Retained

- Report period
- Aggregate data

#### SQM Disaggregation - Analog/Benchmark

##### SQM Level of Disaggregation

- State .....
- Virtual-Initial.....
- Virtual-Augment.....
- Physical Caged-Initial
- Physical Caged-Augment
- Physical-Cageless-Initial
- Physical Cageless-Augment

##### SQM Analog/Benchmark

- Virtual - 15 Calendar Days
- Physical Caged - 15 Calendar Days
- Physical Cageless - 15 Calendar Days

**SEEM Measure**

SEEM                      Tier I            Tier II

No.....

**SEEM Disaggregation - Analog/Benchmark**

**SEEM Disaggregation**

**SEEM Analog/Benchmark**

- Not Applicable..... Not Applicable

## C-2: Collocation Average Arrangement Time

### Definition

Measures the average time (counted in calendar days) from receipt of a complete and accurate Bona Fide firm order (including receipt of appropriate fee if required) to the date BellSouth completes the collocation arrangement and notifies the CLEC.

### Exclusions

Any Bona Fide firm order canceled by the CLEC

### Business Rules

The clock starts on the date that BellSouth receives a complete and accurate Bone Fide firm order accompanied by the appropriate fee. The clock stops on the date that BellSouth completes the collocation arrangement and notifies the CLEC. The cable assignments associated with the specific collocation request will be provided prior to completion of the arrangement.

### Calculation

**Arrangement Time** = (a - b)

- a = Date Collocation Arrangement is Complete
- b = Date Order for Collocation Arrangement Submitted

**Average Arrangement Time** = (c / d)

- c = Sum of all Arrangement Times
- d = Total Number of Collocation Arrangements Completed during Reporting Period

### Report Structure

- Individual CLEC (alias) Aggregate
- Aggregate of all CLECs
- Geographic Scope
  - State

### Data Retained

- Report Period
- Aggregate Data

### SQM Disaggregation - Analog/Benchmark

#### SQM Level of Disaggregation

#### SQM Analog/Benchmark

- State ..... Virtual - 60 Calendar Days
- Virtual-Initial ..... Virtual-Augment - 60 Calendar Days (Without Space Increase)
- Virtual-Augment ..... Virtual-Augment - 60 Calendar Days (With Space Increase)
- Physical Caged-Initial ..... Physical Caged - 90 Calendar Days (Ordinary)
- Physical Caged-Augment ..... Physical Caged-Augment - 45 Calendar Days (Without Space Increase)
- Physical Cageless-Initial ..... Physical Caged-Augment - 90 Calendar Days (With Space Increase)
- Physical Cageless-Augment ..... Physical Cageless - 90 Calendar Days  
Physical Cagedless-Augment - 45 Calendar Days (Without

Space Increase)  
Physical Cagedless-Augment - 90 Calendar Days (With Space Increase)

**SEEM Measure**

SEEM	Tier I	Tier II
No.....		

**SEEM Disaggregation - Analog/Benchmark**

**SEEM Disaggregation**

**SEEM Analog/Benchmark**

- Not Applicable..... Not Applicable

C-2: Collocation Average Arrangement Time

## C-3: Collocation Percent of Due Dates Missed

### Definition

Measures the percent of missed due dates for both virtual and physical collocation arrangements

### Exclusions

Any Bona Fide firm order canceled by the CLEC

### Business Rules

Percent Due Dates Missed is the percent of total collocation arrangements which BellSouth is unable to complete by end of the BellSouth committed due date. The arrangement is considered a missed due date if it is not completed on or before the committed due date.

### Calculation

**% of Due Dates Missed** = (a / b) X 100

- a = Number of Completed Orders that were not completed by BellSouth Committed Due Date during Reporting Period
- b = Number of Orders Completed in Reporting Period

### Report Structure

- Individual CLEC (alias) aggregate
- Aggregate of all CLECs
- Geographic Scope
  - State

### Data Retained

- Report Period
- Aggregate Data

### SQM Disaggregation - Analog/Benchmark

#### SQM Level of Disaggregation

#### SQM Analog/Benchmark

- State ..... >= 95% on time
- Virtual-Initial
- Virtual- Augment
- Physical Caged- Initial
- Physical Caged- Augment
- Physical Cageless- Initial
- Physical Cageless- Augment

### SEEM Measure

SEEM	Tier I	Tier II
Yes .....	X .....	X .....

C-3: Collocation Percent of Due Dates Missed

**SEEM Disaggregation - Analog/Benchmark**

**SEEM Disaggregation**

**SEEM Analog/Benchmark**

- All Collocation Arrangements .....>= 95% on time

# Section 11: Change Management

## CM-1: Timeliness of Change Management Notices

### Definition

Measures whether CLECs receive required software release notices on time to prepare for BellSouth interface/system changes so CLEC interfaces are not impaired by change.

### Exclusions

- Changes to release dates for reasons outside BellSouth control, such as the system software vendor changes. For example: a patch to fix a software problem.
- Type 6 Change Requests (Defects/Expedites), as defined by the Change Control Process (CCP)

### Business Rules

This metric is designed to measure the percent of change management notices sent to the CLECs according to notification standards and time frames set forth in the Change Control Process. The CCP is used by BellSouth and the CLECs to manage requested changes to the BellSouth Local Interfaces.

The clock starts on the notification date. The clock stops on the software release date. When project events occur (scope changes, analysis information, etc.), the software release date may change. A revised notification would be required and the clock would restart. Based on release constraints for defects/expedites, notification may be less than the agreed upon interval in the CCP for new features.

### Calculation

**Timeliness of Change Management Notices** = (a / b) X 100

- a = Total number of Change Management Notifications Sent Within Required Time frames
- b = Total Number of Change Management Notifications Sent

### Report Structure

- BellSouth Aggregate
- Geographic Scope
  - Region

### Data Retained

- Report Period
- Notice Date
- Release Date

### SQM Disaggregation - Analog/Benchmark

#### SQM Level of Disaggregation

#### SQM Analog/Benchmark

- Region..... 98% on time

### SEEM Measure

SEEM	Tier I	Tier II
Yes .....		X

**SEEM Disaggregation - Analog/Benchmark**

**SEEM Disaggregation**

**SEEM Analog/Benchmark**

- Region.....98% on time



## CM-2: Change Management Notice Average Delay Days

### Definition

Measures the average delay days for change management system release notices sent outside the time frame set forth in the Change Control Process.

### Exclusions

- Changes to release dates for reasons outside BellSouth control, such as the system vendor
- Type 6 Change Requests (Defects/Expedites), as defined by the Change Control Process

### Business Rules

This metric is designed to compute the average delay days for change management notices sent to the CLECs outside the time frames set forth in the Change Control Process. The CCP is used by BellSouth and the CLECs to manage requested changes to the BellSouth Local Interfaces.

The clock starts on the notification due date. The clock stops on the software release date. When project events occur (scope changes, analysis information, etc.), the software release date may change. A revised notification would be required and the clock would restart. Based on release constraints for defects/expedites, notification may be less than the agreed upon interval in the CCP for new features

### Calculation

**Change Management Notice Delay Days** = (a - b)

- a = Date Notice Sent
- b = Date Notice Due

**Change Management Notice Average Delay Days** = (c / d)

- c = Sum of all Change Management Notice Delay Days
- d = Total Number of Notices Sent Late

### Report Structure

- BellSouth Aggregate
- Geographic Scope
  - Region

### Data Retained

- Report Period
- Notice Date
- Release Date

### SQM Disaggregation - Analog/Benchmark

#### SQM Level of Disaggregation

- Region..... <= 5 Days

#### SQM Analog/Benchmark

**SEEM Measure**

SEEM	Tier I	Tier II
No.....		

**SEEM Disaggregation - Analog/Benchmark**

**SEEM Disaggregation**

**SEEM Analog/Benchmark**

- Not Applicable..... Not Applicable

## CM-3: Timeliness of Documents Associated with Change

### Definition

Measures whether CLECs received requirements or business rule documentation on time to prepare for BellSouth interface/system changes so CLEC interfaces are not impaired by change.

### Exclusions

- Documentation for release dates that slip less than 30 days for a change mandated by regulatory or legal entities (Federal Communications Commission [FCC], a state commission/authority, or state and federal courts) or CLEC request.
- Type 6 Change Requests (Defects/Expedites), as defined by the Change Control Process.

### Business Rules

This metric is designed to measure the percent of requirements or business rule documentation sent to the CLECs according to documentation standards and time frames set forth in the Change Control Process, a copy of which can be found at [http://www.interconnection.bellsouth.com/markets/lec/ccp\\_live/index.html](http://www.interconnection.bellsouth.com/markets/lec/ccp_live/index.html). The CCP is used by BellSouth and the CLECs to manage requested changes to the BellSouth Local Interfaces.

The clock starts on the business rule documentation release date. The clock stops on the software release date. When project events occur (scope changes, analysis information, etc.), the software release date may change. Revisions to documentation could be required and the clock would restart.

### Calculation

**Timeliness of Documents Associated with Change** =  $(a / b) \times 100$

- a = Change Management Documentation Sent Within Required Time frames after Notices
- b = Total Number of Change Management Documentation Sent

### Report Structure

- BellSouth Aggregate
- Geographic Scope
  - Region

### Data Retained

- Report Period
- Notice Date
- Release Date

### SQM Disaggregation - Analog/Benchmark

#### SQM Level of Disaggregation

#### SQM Analog/Benchmark

- Region..... 98% on Time

**SEEM Measure**

SEEM	Tier I	Tier II
Yes .....		X

**SEEM Disaggregation - Analog/Benchmark**

**SEEM Disaggregation**

**SEEM Analog/Benchmark**

- Region..... 98% on Time

## CM-4: Change Management Documentation Average Delay Days

### Definition

Measures the average delay days for requirements or business rule documentation sent outside the time frames set forth in the Change Control Process.

### Exclusions

- Documentation for release dates that slip less than 30 days for reasons outside BellSouth control, such as changes due to Regulatory mandate or CLEC request.
- Type 6 Change Requests (Defects/Expedites), as defined by the Change Control Process.

### Business Rules

This metric is designed to compute the average delay days for business rule documentation sent to the CLECs outside the time frames set forth in the Change Control Process. The CCP is used by BellSouth and the CLECs to manage requested changes to the BellSouth Local Interfaces.

The clock starts on the business rule documentation release date. The clock stops on the software release date. When project events occur (scope changes, analysis information, etc.), the software release date may change. Revisions to documentation could be required and the clock would restart.

### Calculation

**Change Management Documentation Delay Days = (a - b)**

- a = Date Documentation Provided
- b = Date Documentation Due

**Change Management Documentation Average Delay Days = (c / d)**

- c = Sum of all CM Documentation Delay Days
- d = Total Change Management Documents Sent

### Report Structure

- BellSouth Aggregate
- Geographic Scope
  - Region

### Data Retained

- Report Period
- Notice Date
- Release Date

### SQM Disaggregation - Analog/Benchmark

#### SQM Level of Disaggregation

#### SQM Analog/Benchmark

- Region..... <= 5 Days

**SEEM Measure**

SEEM	Tier I	Tier II
No.....		

**SEEM Disaggregation - Analog/Benchmark**

**SEEM Disaggregation**

**SEEM Analog/Benchmark**

- Not Applicable..... Not Applicable

## CM-5: Notification of CLEC Interface Outages

### Definition

Measures the time it takes BellSouth to notify the CLEC of an outage of an interface.

### Exclusions

None

### Business Rules

This metric measures the process of notifying CLECs of an interface outage as defined by the Change Control Process Documentation. BellSouth has 15 minutes to notify the CLECs via email, once the Help Desk has verified the existence of an outage. An outage is verified to exist when on or more of the following conditions occur:

1. BellSouth can duplicate a CLEC reported error.
2. BellSouth finds an error message within the system error log that identifiably matches a CLEC reported outage.
3. When 3 or more CLECs report the identical type of outage.
4. BellSouth detects a problem due to the loss of functionality for users of a system.

**Note:** The 15 minute clock begins once a CLEC reported or a BellSouth detected outage has lasted for 20 minutes and has been verified. If the outage is not verified within 20 minutes, the clock begins at the point of verification.

This metric will be expressed as a percentage.

### Calculation

**Notification of CLEC Interface Outages** =  $(a / b) \times 100$

- a = Number of Interface Outages where CLECs are notified within 15 minutes
- b = Total Number of Interface Outages

### Report Structure

- CLEC Aggregate
- Geographic Scope
  - Region

### Data Retained

#### Relating to CLEC Experience

- Number of Interface Outages
- Number of Notifications  $\leq$  15 minutes

#### Relating to BellSouth Performance

- Not Applicable

**SQM Disaggregation - Analog/Benchmark**

**SQM Level of Disaggregation**

**SQM Analog/Benchmark**

- By interface type for all interfaces accessed by CLECs ..... 97% <= 15 Minutes

Interface	Applicable to
EDI.....	CLEC
CSOTS .....	CLEC
LENS.....	CLEC
TAG .....	CLEC
ECTA.....	CLEC
TAFI.....	CLEC/BellSouth

**SEEM Measure**

SEEM	Tier I	Tier II
No.....		

**SEEM Disaggregation - Analog/Benchmark**

**SEEM Disaggregation**

**SEEM Analog/Benchmark**

- Not Applicable..... Not Applicable

CM-5: Notification of CLEC Interface Outages



## CM-6: Percent of Software Errors Corrected in “X” (10, 30, 45) Business Days

### Definition

Measures the percent of all outstanding Software Errors due and overdue to be corrected by BellSouth in “X” (10, 30, 45) business days within the monthly report period.

### Exclusions

- Software Corrections having implementation intervals that are longer than those defined in this measure and agreed upon by the CLECs
- Rejected or reclassified software errors (BellSouth must report the number of rejected or reclassified software errors disputed by the CLECs)

### Business Rules

This metric is designed to measure BellSouth’s performance each month in correcting identified Software Errors within the specified interval. The clock starts when a Software Error validated per the Change Control Process, a copy of which can be found at [http://www.interconnection.bellsouth.com/markets/lec/ccp\\_live/index.html](http://www.interconnection.bellsouth.com/markets/lec/ccp_live/index.html), and stops when the error is corrected and notice posted to the Change Control Website. The monthly report should include all defects due and overdue to be corrected within the report period. Software defects are defined as Type 6 Change Requests in the Change Control Process.

### Calculation

**Percent of Software Errors Corrected in “X” (10, 30, 45) Business Days** = (a / b) X 100

- a = Total number of Software Errors Corrected where “X” = 10, 30, or 45 Business Days.
- b = Total number of Software Errors requiring correction where “X” = 10, 30, or 45 Business Days.

### Report Structure

- Severity 2 = 10 Business Days
- Severity 3 = 30 Business Days
- Severity 4 = 45 Business Days

### Data Retained

- Report Period
- Total Completed
- Total Completed within “X” Business Days
- Disputed, Rejected or Reclassified Software Errors

### SQM Level of Disaggregation - Analog/Benchmark

#### SQM Level of Disaggregation

#### SQM Analog/Benchmark

- Region.....95% within interval

**SEEM Measure**

SEEM	Tier I	Tier II
Yes .....		X

**SEEM Disaggregation - Analog/Benchmark**

**SEEM Disaggregation**

**SEEM Analog/Benchmark**

- Region.....95% within interval

CM-6: Percent of Software Errors Corrected in "X" (10, 30, 45) Business Days

## CM-7: Percent of Change Requests Accepted or Rejected within 10 Days

### Definition

Measures the percent of Change Requests other than Type 1 or Type 6 Change Requests, submitted by CLECs that are Accepted or Rejected by BellSouth in 10 business days within the report period.

### Exclusions

- Change Requests that are canceled or withdrawn before a response from BellSouth is due.

### Business Rules

The Acceptance/Rejection interval starts when the acknowledgement is due to the CLEC per the Change Control Process, a copy of which can be found at [http://www.interconnection.bellsouth.com/markets/lec/ccp\\_live/index.html](http://www.interconnection.bellsouth.com/markets/lec/ccp_live/index.html). The clock ends when BellSouth issues an acceptance or rejection notice to the CLEC. This metric includes all change requests not subject to the above exclusions, not just those received and accepted or rejected in the reporting period.

### Calculation

**Percent of Change Requests Accepted or Rejected within 10 Business Days** = (a / b) X 100

- a = Total number of Change Requests accepted or rejected within 10 business days
- b = Total number of Change Requests submitted in the reporting period

### Report Structure

- BellSouth Aggregate

### Data Retained

- Report Period
- Requests Accepted or Rejected
- Total Requests

### SQM Level of Disaggregation - Analog/Benchmark

#### SQM Level of Disaggregation

#### SQM Analog/Benchmark

- Region.....95% within interval

### SEEM Measure

SEEM	Tier I	Tier II
Yes .....		X

### SEEM Disaggregation - Analog/Benchmark

#### SEEM Disaggregation

#### SEEM Analog/Benchmark

- Region.....95% within interval

## CM-8: Percent Change Requests Rejected

### Definition

Measures the percent of Change Requests (other than Type 1 or Type 6 Change Requests) submitted by CLECs that are rejected by reason within the report period.

### Exclusions

- Change Requests that are canceled or withdrawn before a response from BellSouth is due.

### Business Rules

This metric includes any rejected change requests in the reporting period, regardless of whether received early or late. The metric will be disaggregated by major categories of rejections per the Change Control Process, a copy of which can be found at [http://www.interconnection.bellsouth.com/markets/lec/ccp\\_live/index.html](http://www.interconnection.bellsouth.com/markets/lec/ccp_live/index.html). These reasons are: Cost, Technical Feasibility, and Industry Direction. This metric includes all change requests not subject to the above exclusions, not just those received and accepted or rejected in the same reporting period.

### Calculation

**Percent Change Requests Rejected** = (a / b) X 100

- a = Total number of Change Requests rejected
- b = Total number of Change Requests submitted within the report period

### Report Structure

- BellSouth Aggregate
- Cost
- Technical Feasibility

### Data Retained

- Report Period
- Requests Rejected
- Total Requests

### SQM Level of Disaggregation - Analog/Benchmark

#### SQM Level of Disaggregation

- Region.....
- Reason – Cost
- Reason – Technical Feasibility
- Reason – Industry Direction

#### SQM Analog/Benchmark

Diagnostic

### SEEM Measure

SEEM	Tier I	Tier II
No.....		

**SEEM Disaggregation - Analog/Benchmark**

**SEEM Disaggregation**

**SEEM Analog/Benchmark**

- Not Applicable..... Not Applicable

**CM-8: Percent Change Requests Rejected**

## CM-9: Number of Defects in Production Releases (Type 6 CR)

### Definition

Measures the number of defects in Production Releases. This measure will be presented as the number of Type 6 Severity 1 defects, the number of Type 6 Severity 2 defects without a mechanized work around, and the number of Type 6 Severity 3 defects resulting within a three week period from a Production Release date. The definition of Type 6 Change Requests (CR) and Severity 1, Severity 2, and Severity 3 defects can be found in the Change Control Process Document.

### Exclusions

None

### Business Rules

This metric measures the number of Type 6 Severity 1 defects, the number of Type 6 Severity 2 defects without a mechanized work around, and the number of Type 6 Severity 3 defects resulting within a three week period from a Production Release date. The definitions of Type 6 Change Requests (CR) and Severity 1, 2, and 3 defects can be found in the Change Control Process, which can be found at [http://www.interconnection.bellsouth.com/markets/lec/ccp\\_live/index.html](http://www.interconnection.bellsouth.com/markets/lec/ccp_live/index.html).

### Calculation

The number of Type 6 Severity 1 Defects, the number of Type 6 Severity 2 Defects without a mechanized work around, and the number of Type 6 Severity 3 defects.

### Report Structure

- Production Releases
- Number of Type 6 Severity 1 defects
- Number of Type 6 Severity 2 defects without a mechanized work around
- Number of Type 6 Severity 3 defects

### Data Retained

- Region
- Report Period
- Production Releases
- Number of Type 6 Severity 1 defects
- Number of Type 6 Severity 2 defects without a mechanized work around
- Number of Type 6 Severity 3 defects

### SQM Level of Disaggregation - Analog/Benchmark

#### SQM Level of Disaggregation

#### SQM Analog/Benchmark

- Region—Number of Type 6 Severity 1 Defects..... 0 Defects
- Region—Number of Type 6 Severity 2 Defects..... 0 Defects without a mechanized work around
- Region—Number of Type 6 Severity 3 Defects..... 0 Defects

**SEEM Measure**

**SEEM**                      **Tier I**      **Tier II**  
No.....

**SEEM Disaggregation**

**SEEM Analog/Benchmark**

- Not Applicable ..... Not Applicable

CM-9: Number of Defects in Production Releases (Type 6 CR)

## CM-10: Software Validation

### Definition

Measures software validation test results for Production Releases of BellSouth Local Interfaces.

### Exclusions

None

### Business Rules

BellSouth maintains a test deck of transactions that are used to validate that functionality in software Production Releases work as designed. Each transaction in the test deck is assigned a weight factor, which is based on the weights that have been assigned to the metrics. Within the software validation metric weight factors will be allocated among transaction types (e.g., Pre-Order, Order Resale, Order UNE, Order UNE-P) and then equally distributed across transactions within the specific type.

BellSouth will begin to execute the software validation test deck within one (1) business day following a Production Release. Test deck transactions will be executed using Production Release software in the CAVE environment. Within seven (7) business days following completion of the Production Release software validation test in CAVE, BellSouth will report the number of test deck transactions that failed. Each failed transaction will be multiplied by the transaction's weight factor.

A transaction is considered failed if the request cannot be submitted or processed, or results in incorrect or improperly formatted data.

The test deck scenario weight table can be found in the Change Control Process, a copy of which can be found at [http://www.interconnection.bellsouth.com/markets/lec/ccp\\_live/index.html](http://www.interconnection.bellsouth.com/markets/lec/ccp_live/index.html).

### Calculation

This software validation metric is defined as the ratio of the sum of the weights of failed transactions using Production Release software in CAVE to the sum of the weights of all transactions in the test deck.

- Numerator = Sum of weights of failed transactions
- Denominator = Sum of weights of all transactions in the test deck

### Report Structure

- BellSouth Aggregate

### Data Retained

- Report Period
- Production Release Number
- Test Deck Weights
- % Test Deck Weight Failure

### SQM Level of Disaggregation - Analog/Benchmark

#### SQM Level of Disaggregation

- Region ..... <= 5%

#### SQM Analog/Benchmark



**SEEM Measure**

SEEM	Tier I	Tier II
No.....		

**SEEM Disaggregation**

**SEEM Analog/Benchmark**

- Not Applicable..... Not Applicable

## CM-11: Percent of Change Requests Implemented within 60 Weeks of Prioritization

### Definition

Measures whether BellSouth provides CLECs timely implementation of prioritized change requests.

### Exclusions

- Change requests that are implemented later than 60 weeks with the consent of the CLECs
- Change requests for which BellSouth has regulatory authority to exceed the interval

### Business Rules

This metric is designed to measure BellSouth's monthly performance in implementing prioritized change requests. The clock starts when a change request has first been prioritized as described in the Change Control Process. The clock stops when the change request has been implemented by BellSouth and made available to the CLECs. BellSouth will begin reporting this monthly measure with the next release for diagnostic purposes, and will be measured for SEEM purposes 60 weeks from first prioritization meeting following Commission approval of this measure.

### Calculation

**Percent of Type 5 CLEC initiated Change Requests implemented on time** =  $(a / b) \times 100$

- a = Total number of prioritized Type 5 Change Requests implemented each month that are less than or equal to 60 weeks of age from the date of their first prioritization plus all other prioritized change requests existing at the end of the month that are less than or equal to 60 weeks of age from prioritization.
- b = All entries in "a" above plus all Type 5 Change Requests prioritized more than 60 weeks before the end of the monthly reporting period.

**Percent of Type 4 BellSouth initiated Change Requests implemented on time** =  $(a / b) \times 100$

- a = Total number of prioritized Type 4 Change Requests implemented each month that are less than or equal to 60 weeks of age from the date of the release prioritization list plus all other Type 4 prioritized change requests existing at the end of the month that are less than or equal to 60 weeks of age from prioritization.
- b = All entries in "a" above plus all Type 4 Change Requests prioritized more than 60 weeks before the end of the monthly reporting period.

### Report Structure

- BellSouth Aggregate
- Type 4 requests implemented
- Type 5 requests implemented
- % implemented within 16, 32, 48, and 60 weeks

### Data Retained

- Region
- Report Month
- Total implemented by type
- Total implemented within 60 weeks

**SQM Level of Disaggregation - Analog/Benchmark**

**SQM Level of Disaggregation**

**SQM Analog/Benchmark**

- Region.....95% within interval
- Type 4 requests implemented .....95% within interval
- Type 5 requests implemented .....95% within interval

**SEEM Measure**

SEEM	Tier I	Tier II	Tier III
Yes .....		X.....	

**SEEM Disaggregation**

**SEEM Analog/Benchmark**

- Region.....95% within interval

CM-11: Percent of Change Requests Implemented within 60 Weeks of Prioritization

## Appendix A: Reporting Scope

### A-1: Standard Service Groupings

See individual reports in the body of the SQM.

### A-2: Standard Service Order Activities

These are the generic BellSouth/CLEC service order activities which are included in the Pre-Ordering, Ordering, and Provisioning sections of this document. It is not meant to indicate specific reporting categories.

#### Service Order Activity Types

- Service Migrations Without Changes
- Service Migrations With Changes
- Move and Change Activities
- Service Disconnects (Unless noted otherwise)
- New Service Installations

#### Pre-Ordering Query Types

- Address
- Telephone Number
- Appointment Scheduling
- Customer Service Record
- Feature Availability
- Service Inquiry

#### Maintenance Query Types

TAFI - TAFI queries the systems below

- CRIS
- March
- Predictor
- LMOS
  - DLR
  - DLETH
  - LMOSupd
- LNP
- NIW
- OSPCM
- SOCS

#### Report Levels

- CLEC RESH
- CLEC State
- CLEC Region
- Aggregate CLEC State
- Aggregate CLEC Region
- BellSouth State
- BellSouth Region

## Appendix B: Glossary of Acronyms and Terms

### Symbols used in calculations

$\Sigma$

A mathematical symbol representing the sum of a series of values following the symbol.

-

A mathematical operator representing subtraction.

+

A mathematical operator representing addition.

/

A mathematical operator representing division.

<

A mathematical symbol that indicates the metric on the left of the symbol is less than the metric on the right.

<=

A mathematical symbol that indicates the metric on the left of the symbol is less than or equal to the metric on the right.

>

A mathematical symbol that indicates the metric on the left of the symbol is greater than the metric on the right.

>=

A mathematical symbol that indicates the metric on the left of the symbol is greater than or equal to the metric on the right.

()

Parentheses, used to group mathematical operations which are completed before operations outside the parentheses.

### A

#### **ACD**

Automatic Call Distributor - A service that provides status monitoring of agents in a call center and routes high volume incoming telephone calls to available agents while collecting management information on both callers and attendants.

#### **Aggregate**

Sum total of all items in like category, e.g. CLEC aggregate equals the sum total of all CLECs' data for a given reporting level.

#### **ALEC**

Alternative Local Exchange Company = FL CLEC

#### **ADSL**

Asymmetrical Digital Subscriber Line

#### **ASR**

Access Service Request - A request for access service terminating delivery of carrier traffic into a Local Exchange Carrier's network.

#### **ATLAS**

Application for Telephone Number Load Administration System - The BellSouth Operations System used to administer the pool of available telephone numbers and to reserve selected numbers from the pool for use on pending service requests/service orders.

**ATLASTN**

ATLAS software contract for Telephone Number.

**Auto Clarification**

The number of LSRs that were electronically rejected from LESOG and electronically returned to the CLEC for correction.

**B****BFR:**

Bona Fied Request

**BILLING**

The process and functions by which billing data is collected and by which account information is processed in order to render accurate and timely billing.

**BOCRIS**

Business Office Customer Record Information System (Front-end to the CRIS database.)

**BRI**

Basic Rate ISDN

**BRC**

Business Repair Center – The BellSouth Business Systems trouble receipt center which serves large business and CLEC customers.

**BellSouth**

BellSouth Telecommunications, Inc.

**C****CABS**

Carrier Access Billing System

**CCC**

Coordinated Customer Conversions

**CCP**

Change Control Process

**Centrex**

A business telephone service, offered by local exchange carriers, which is similar to a Private Branch Exchange (PBX) but the switching equipment is located in the telephone company Central Office (CO).

**CKTID**

A unique identifier for elements combined in a service configuration

**CLEC**

Competitive Local Exchange Carrier

**CLP**

Competitive Local Provider = NC CLEC

**CM**

Change Management

**CMDS**

Centralized Message Distribution System - Telcordia administered national system used to transfer specially formatted messages among companies.

**COFFI**

Central Office Feature File Interface - Provides information about USOCs and class of service. COFFI is a part of DOE/SONGS. It indicates all services available to a customer.

**CRIS**

Customer Record Information System - This system is used to retain customer information and render bills for telecommunications service.

**CRSACCTS**

CRIS software contract for CSR information

**CRSG**

Complex Resale Support Group

**C-SOTS**

CLEC Service Order Tracking System

**CSR**

Customer Service Record

**CTTG**

Common Transport Trunk Group - Final trunk groups between BellSouth & Independent end offices and the BellSouth access tandems.

**D****DA**

Directory Assistance

**DESIGN**

Design Service is defined as any Special or Plain Old Telephone Service Order which requires BellSouth Design Engineering Activities.

**DISPOSITION & CAUSE**

Types of trouble conditions, e.g. No Trouble Found, Central Office Equipment, Customer Premises Equipment, etc.

**DLETH**

Display Lengthy Trouble History - A history report that gives all activity on a line record for trouble reports in LMOS.

**DLR**

Detail Line Record - A report that gives detailed line record information on records maintained in LMOS

**DS-0**

The worldwide standard speed for one digital voice signal (64000 bps).

**DS-1**

24 DS-0s (1.544Mb/sec., i.e. carrier systems)

**DOE**

Direct Order Entry System - An internal BellSouth service order entry system used by BellSouth Service Representatives to input business service orders in BellSouth format.

**DSAP**

DOE (Direct Order Entry) Support Application - The BellSouth Operations System which assists a Service Representative or similar carrier agent in negotiating service provisioning commitments for non-designed services and Unbundled Network Elements.

**DSAPDDI**

DSAP software contract for schedule information.

**DSL**

Digital Subscriber Line

**DUI**

Database Update Information

**E****E911**

Provides callers access to the applicable emergency services bureau by dialing a 3-digit universal telephone number.

**EDI**

Electronic Data Interchange - The computer-to-computer exchange of inter and/or intra-company business documents in a public standard format.

**ESSX**

BellSouth Centrex Service

**F G****Fatal Reject**

The number of LSRs that were electronically rejected from LEO, which checks to see if the LSR has all the required fields correctly populated.

**Flow-Through**

In the context of this document, LSRs submitted electronically via the CLEC mechanized ordering process that flow through to the BellSouth OSS without manual or human intervention.

**FOC**

Firm Order Confirmation - A notification returned to the CLEC confirming that the LSR has been received and accepted, including the specified commitment date.

**FX**

Foreign Exchange

**H****HAL**

“Hands Off” Assignment Logic - Front end access and error resolution logic used in interfacing BellSouth Operations Systems such as ATLAS, BOCRIS, LMOS, PSIMS, RSAG and SOCS.

**HALCRIS**

HAL software contract for CSR information

**HDSL**

High Density Subscriber Loop/Line



**I J K****ILEC**

Incumbent Local Exchange Company

**INP**

Interim Number Portability

**ISDN**

Integrated Services Digital Network

**IPC**

Interconnection Purchasing Center

**L****LAN**

Local Area Network

**LAUTO**

The automatic processor in the LNP Gateway that validates LSRs and issues service orders.

**LCSC**

Local Carrier Service Center - The BellSouth center which is dedicated to handling CLEC LSRs, ASRs, and Preordering transactions along with associated expedite requests and escalations.

**Legacy System**

Term used to refer to BellSouth Operations Support Systems (see OSS)

**LENS**

Local Exchange Negotiation System - The BellSouth LAN/web server/OS application developed to provide both preordering and ordering electronic interface functions for CLECs.

**LEO**

Local Exchange Ordering - A BellSouth system which accepts the output of EDI, applies edit and formatting checks, and reformats the Local Service Requests in BellSouth Service Order format.

**LERG**

Local Exchange Routing Guide

**LESOG**

Local Exchange Service Order Generator - A BellSouth system which accepts the service order output of LEO and enters the Service Order into the Service Order Control System using terminal emulation technology.

**LFACS**

Loop Facilities Assessment and Control System

**LIDB**

Line Information Database

**LMOS**

Loop Maintenance Operations System - A system that provides a mechanized means of maintaining customer line records and for entering, processing, and tracking trouble reports.

**LMOS HOST**

LMOS host computer

**LMOSupd**

LMOS update allows trouble tickets on line records to be entered into LMOS.

**LMU**

Loop Make-up

**LMUS**

Loop Make-up Service Inquiry

**LNP**

Local Number Portability - In the context of this document, the capability for a subscriber to retain his current telephone number as he transfers to a different local service provider.

**LNP Gateway**

Local Number Portability (gateway)- A system that provides both internal and external communications with various interfaces and process including:

- (1). Linking BellSouth to the Number Portability Administration Center (NPAC).
- (2). Allowing for inter-company communications between BellSouth and the CLECs for electronic ordering.
- (3). Providing interface between NPAC and AIN SMS for LNP routing processes.

**LOOPS**

Transmission paths from the central office to the customer premises.

**LRN**

Location Routing Number

**LSR**

Local Service Request – A request for local resale service or unbundled network elements from a CLEC.

**M****Maintenance & Repair**

The process and function by which trouble reports are passed to BellSouth and by which the related service problems are resolved.

**MARCH**

A memory administration system that translates line-related service order data into switch provisioning messages and automatically transmits the messages to targeted stored program control system switches.

**N****NBR**

New Business Request

**NC**

“No Circuits” - All circuits busy announcement.

**NIW**

Network Information Warehouse - A system that stores central office blockage data for use in processing trouble reports.

**NMLI**

Native Mode LAN Interconnection

**NPA**

Numbering Plan Area

**NXX**

The “exchange” portion of a telephone number.

**O****OASIS**

Obtain Availability Services Information System - A BellSouth front-end processor, which acts as an interface between COFFI and RNS. This system takes the USOCs in COFFI and translates them to English for display in RNS.

**OASISBSN**

OASIS software contract for feature/service

**OASISNET**

OASIS software contract for feature/service

**OASISOCP**

OASIS software contract for feature/service

**ORDERING**

The process and functions by which resale services or unbundled network elements are ordered from BellSouth as well as the process by which an LSR or ASR is placed with BellSouth.

**Order Types**

The following order types are used in this document:

- (1). T - The “to” portion of a change of address. This Order Type is used to connect main service at a new address when a customer moves from one address to another in any of the nine states within the BellSouth region. A “T” Order Type is always paired with an “F” Order Type which will have the same telephone number following the “F” Order Type Code unless the orders are within different states.
- (2). N - Orders establishing a new account. Also, this Order Type Code is occasionally used when changing from one type of system to another such as when changing from PBX to Centrex.
- (3). C - Order Type used for the following conditions: changes or partial connections or disconnections of service or equipment; change of telephone number, grade or class of main line, additional lines, auxiliary lines, PBX trunks and stations; addition of trunks or lines to existing accounts; move of equipment (other than change of address); temporary suspension and restoration of service at customer’s request.
- (4). R - Order Type used for the following conditions: additions, removals or changes in directory listings; responsibility change orders, addition, removal or changes in directory and billing information; other record corrections where no “field work” is involved.

**OSPCM**

Outside Plant Contract Management System - A system that provides scheduling and completion information on outside plant construction activities.

**OSS**

Operations Support System - A support system or database which is used to mechanize the flow or performance of work. The term is used to refer to the overall system consisting of hardware complex, computer operating system(s), and

application which is used to provide the support functions.

**OUT OF SERVICE**

Customer has no dial tone and cannot call out.

**P Q****PMAP**

Performance Measurement Analysis Platform

**PON**

Purchase Order Number

**POTS**

Plain Old Telephone Service

**PREDICTOR**

A system which is used to administer proactive maintenance and rehabilitation activities on outside plant facilities, provide access to selected work groups to Mechanized Loop Testing and switching system I/O ports.

**Preordering**

The process and functions by which vital information is obtained, verified, or validated prior to placing a service request.

**PRI**

Primary Rate ISDN

**Provisioning**

The process and functions by which necessary work is performed to activate a service requested via an LSR or ASR and to initiate the proper billing and accounting functions.

**PSIMS**

Product/Service Inventory Management System - A BellSouth database Operations System which contains availability information on switching system features and capabilities and on BellSouth service availability. This database is used to verify the availability of a feature or service in an NXX prior to making a commitment to the customer.

**PSIMSORB**

PSIMS software contract for feature/service.

**R****RNS**

Regional Negotiation System - An internal BellSouth service order entry system used by BellSouth Consumer Services to input service orders in BellSouth format.

**ROS**

Regional Ordering System

**RRC**

Residence Repair Center - The BellSouth Consumer Services trouble receipt center which serves residential customers.

**RSAG**

Regional Street Address Guide - The BellSouth database, which contains street addresses validated to be accurate with state and local governments.

**RSAGADDR**

RSAG software contract for address search.

**RSAGTN**

RSAG software contract for telephone number search.

**S****SAC**

Service Advocacy Center

**SEEM**

Self Effectuating Enforcement Mechanism

**SOCS**

Service Order Control System - A system which routes service order images among BellSouth drop points and BellSouth OSS during the service provisioning process.

**SOIR**

Service Order Interface Record - any change effecting activity to a customer account by service order that impacts 911/E911

**SONGS**

Service Order Negotiation and Generation System.

**Syntactically Incorrect Query**

A query that cannot be fulfilled due to insufficient or incorrect input data from the end user. For example, A CLEC would like to query the legacy system for the following address: 1234 Main ST. Entering "1234 Main ST" will be considered syntactically correct because valid characters were used in the address field. However, entering "AB34 Main ST" will be considered syntactically incorrect because invalid characters (i.e., alpha characters were entered in numeric slots) were used in the address field.

**T****TAFI**

Trouble Analysis Facilitation Interface - The BellSouth Operations System that supports trouble receipt center personnel in taking and handling customer trouble reports.

**TAG**

Telecommunications Access Gateway – TAG was designed to provide an electronic interface, or machine-to-machine interface for the bi-directional flow of information between BellSouth's OSSs and participating CLECs.

**TN**

Telephone Number

**Total Manual Fallout**

The number of LSRs which are entered electronically but require manual entering into a service order generator.

**U V****UNE**

Unbundled Network Element

**UCL**

Unbundled Copper Link

**USOC**

Universal Service Order Code

**W X Y Z****WATS**

Wide Area Telephone Service

**WFA**

Work Force Administration

**WMC**

Work Management Center

**WTN**

Working Telephone Number.

## Appendix C: BellSouth Audit Policy

### C-1: BellSouth's Internal Audit Policy

BellSouth's internal efforts to make certain that the reports produced by the PMAP platform are of the highest accuracy has been formalized into a Performance Measurements Quality Assurance Plan (PMQAP) that documents and augments existing quality assurance processes integral to the production and validation of Performance Measurements data.

The plan consists of three sections:

1. Change Control addresses the quality assurance steps involved in the introduction of new measurements and changes to existing measurements.
2. Production addresses the quality assurance steps used to create monthly SQM reports.
3. Monthly Validation addresses the quality assurance steps used to ensure accurate posting of monthly results.

The BellSouth PMQAP will ensure that BellSouth effectively and consistently provides accurate performance measurements data for the activities included in the SQM. The BellSouth Internal Audit department will audit this plan and its quality assurance steps annually, beginning in 4Q01.

### C-2: BellSouth's External Audit Policy

BellSouth currently provides many CLECs with audit rights as a part of their individual interconnection agreements. BellSouth has developed a proposed Audit Plan for use by the parties to an audit. If requested by a Public Service Commission or by a CLEC exercising contractual audit rights, BellSouth will agree to undergo a comprehensive audit of the current year aggregate level reports for both BellSouth and the CLECs for each of the next five (5) years (2001 - 2005), to be conducted by an independent third party auditor jointly selected by BellSouth and the CLEC. The results of audits will be made available to all the parties subject to proper safeguards to protect proprietary information. Requested audits include the following specifications:

1. The cost shall be borne by BellSouth.
2. The independent third party auditor shall be selected with input from BellSouth, the PSC, if applicable, and the CLEC(s).
3. BellSouth, the PSC and the CLECs shall jointly determine the scope of the audit.

These comprehensive audits are intended to provide the basis for the PSCs and CLECs to determine that the SQM, PMAP and SEEM produce accurate data that reflects each States Order for performance measurements. Once this has been verified by an initial audit, the BellSouth PMQAP will provide the basis for future audits.

## Appendix D: OSS Tables

### OSS-1: Average Response Interval and Percent Within Interval (Pre-Ordering/Ordering)

**Table 1: Legacy System Access Times For RNS**

System	Contract	Data	< 2.3 sec.	> 6 sec.	<= 6.3 sec.	Avg. Sec.	# of Calls
RSAG	RSAG-TN	Address .....	X	X	X	X	X
RSAG	RSAG-ADDR	Address .....	X	X	X	X	X
ATLAS	ATLAS-TN	TN .....	X	X	X	X	X
DSAP	DSAP-DDI	Schedule .....	X	X	X	X	X
CRIS	CRSACCTS	CSR .....	X	X	X	X	X
OASIS	OASISBIG	Feature/Service .....	X	X	X	X	X

**Table 2: Legacy System Access Times For R0S**

System	Contract	Data	< 2.3 sec.	> 6 sec.	<= 6.3 sec.	Avg. sec.	# of Calls
RSAG	RSAG-TN	Address .....	X	X	X	X	X
RSAG	RSAG-ADDR	Address .....	X	X	X	X	X
ATLAS	ATLAS-TN	TN .....	X	X	X	X	X
DSAP	DSAP-DDI	Schedule .....	X	X	X	X	X
CRIS	CRSOCSR	CSR .....	X	X	X	X	X
OASIS	OASISBIG	Feature/Service .....	X	X	X	X	X

**Table 3: Legacy System Access Times For LENS**

System	Contract	Data	< 2.3 sec.	> 6 sec.	<= 6.3 sec.	Avg. sec.	# of Calls
RSAG	RSAG-TN	Address .....	X	X	X	X	X
RSAG	RSAG-ADDR	Address .....	X	X	X	X	X
ATLAS	ATLAS-TN	TN .....	X	X	X	X	X
DSAP	DSAP	Schedule .....	X	X	X	X	X
CRIS	CRSECSRL	CSR .....	X	X	X	X	X
COFFI	COFFI/USOC	Feature/Service .....	X	X	X	X	X
P/SIMS	PSIMS/ORB	Feature/Service .....	X	X	X	X	X

**Table 4: Legacy System Access Times For TAG**

System	Contract	Data	< 2.3 sec.	> 6 sec.	<= 6.3 sec.	Avg. sec.	# of Calls
RSAG	RSAG-TN	Address .....	X	X	X	X	X
RSAG	RSAG-ADDR	Address .....	X	X	X	X	X
ATLAS	ATLAS-TN	TN .....	X	X	X	X	X
ATLAS	ATLAS-MLH	TN .....	X	X	X	X	X
ATLAS	ATLAS-DID	TN .....	X	X	X	X	X
DSAP	DSAP-DDI	Schedule .....	X	X	X	X	X
CRIS	TAG-CSR	CSR .....	X	X	X	X	X
P/SIMS	PSIM/ORB	Feature/Service .....	X	X	X	X	X



## OSS-1: Average Response Interval and Percent Within Interval (Pre-Ordering/Ordering)

### SEEM OSS Legacy System

System	BellSouth	CLEC
<b>Telephone Number/Address</b>		
RSAG-ADDR .....	RNS, ROS .....	TAG, LENS
RSAG-TN .....	RNS, ROS .....	TAG, LENS
Atlas .....	RNS,ROS .....	TAG, LENS
<b>Appointment Scheduling</b>		
DSAP .....	RNS, ROS .....	TAG, LENS
<b>CSR Data</b>		
CRSACCTS .....	RNS .....	
CRSOCSR .....	ROS .....	
CRSECSRL .....		LENS
TAG-CSR .....		TAG
<b>Service/Feature Availability</b>		
OASISBIG .....	RNS, ROS .....	
PSIMS/ORB, COFFI .....		LENS, TAG

## OSS-2: OSS Availability (Pre-Ordering/Ordering)

### OSS Availability

OSS Interface	Applicable to	% Availability
EDI .....	CLEC .....	x
LENS .....	CLEC .....	x
LEO .....	CLEC .....	x
LESOG .....	CLEC .....	x
PSIMS .....	CLEC .....	x
TAG .....	CLEC .....	x
LNP Gateway .....	CLEC .....	x
COG .....	CLEC .....	x
SOG .....	CLEC .....	x

DOM .....	CLEC .....	X
DOE .....	CLEC/BellSouth .....	X
CRIS .....	CLEC/BellSouth .....	X
ATLAS/COFFI .....	CLEC/BellSouth .....	X
BOCRIS .....	CLEC/BellSouth .....	X
DSAP .....	CLEC/BellSouth .....	X
RSAG .....	CLEC/BellSouth .....	X
SOCS .....	CLEC/BellSouth .....	X
SONGS .....	CLEC/BellSouth .....	X
RNS .....	BellSouth .....	X
ROS .....	BellSouth .....	X

## OSS-2: OSS Availability (Pre-Ordering/Ordering)

### SEEM OSS Availability

OSS Interface	Applicable to	% Availability
EDI .....	CLEC .....	X
LENS .....	CLEC .....	X
LEO .....	CLEC .....	X
LESOG .....	CLEC .....	X
PSIMS .....	CLEC .....	X
TAG .....	CLEC .....	X
LNP Gateway .....	CLEC .....	X
COG .....	CLEC .....	X
SOG .....	CLEC .....	X
DOM .....	CLEC .....	X

### OSS-3: OSS Availability (Maintenance & Repair)

#### OSS Availability (M&R)

OSS Interface	% Availability
BellSouth TAFI.....	X
CLEC TAFI.....	X
CLEC ECTA.....	X
<b>BellSouth &amp; CLEC</b>	
CRIS.....	X
LMOS HOST.....	X
LNP Gateway.....	X
MARCH.....	X
OSPCM.....	X
PREDICTOR.....	X
SOCS.....	X

### OSS-3: OSS Availability (Maintenance & Repair)

#### SEEM OSS Availability (M&R)

OSS Interface	% Availability
CLEC TAFI.....	X
CLEC ECTA.....	X

### OSS-4: Response Interval (Maintenance & Repair)

#### Legacy System Access Times for M&R

System	BellSouth & CLEC	Count					Avg. Int.
		<= 4	> 4 <= 10	<= 10	> 10	> 30	
CRIS	x	X	X	X	X	X	X
DLETH	x	X	X	X	X	X	X
DLR	x	X	X	X	X	X	X
LMOS	x	X	X	X	X	X	X
LMOSupd	x	X	X	X	X	X	X
LNP	x	X	X	X	X	X	X
MARCH	x	X	X	X	X	X	X
OSPCM	x	X	X	X	X	X	X
Predictor	x	X	X	X	X	X	X
SOCS	x	X	X	X	X	X	X
NIW	x	X	X	X	X	X	X

## TAFI

System	Open Trouble Ticket	Status Trouble Ticket	Mechanized Line Testing	Close Trouble Ticket
CRIS	x			
DLETH	x			
DLR	x			
LMOS	x	x		x
LMOSSupd	x	x	x	x
LNP	x			
MARCH	x			
OSPCM	x	x		
Predictor	x	x		
SOCS	x	x		
NIW	x			

Note: Depending on the type of customer report multiple systems maybe touched in one transaction.

Tennessee Performance Metrics

Product	PRODUCT TYPE	REQTYPE	ACT TYPE	F/T <sup>3</sup>	COMPLEX SERVICE	COMPLEX ORDER	PLANNED FALLOUT FOR MANUAL HANDLING <sup>1</sup>	EDI	TAG <sup>2</sup>	LENS <sup>4</sup>	COMMENTS
2 wire analog DID trunk port	U	F	N	No	UNE	Yes	NA	N	N	N	
2 wire analog port	U	F	N	No	UNE	No	Yes	Y	Y	Y	
2 wire ISDN digital line	U	A	N,T	No	UNE	Yes	NA	N	N	N	
2 wire ISDN digital loop	U	A	N,C,D	Yes	UNE	Yes	No	Y	Y	N	
2 wire ISDN digital loop - LNP	U	B	V,P,Q	Yes	UNE	Yes	No	Y	Y	N	
3 Way Calling	R,B	E,M	N,C,V,W,P,Q,T	Yes	No	No	No	Y	Y	Y	
3rd Party Call Block	R,B	E,M	N,C,V,W,D,P,Q,T	Yes	No	No	No	Y	Y	Y	
4 wire analog voice grade loop	U	A	T	No	UNE	Yes	Yes	Y	Y	N	
4 wire analog voice grade loop	U	A	N	Yes	UNE	Yes	No	Y	Y	N	
4 wire DS1 & PRI digital loop	U	A	N,T	No	UNE	Yes	NA	N	N	N	
4 wire DSO & PRI digital loop	U	A	N,T	No	UNE	Yes	NA	N	N	N	
4 wire ISDN DSI digital trunk ports	U	A	N,T	No	UNE	Yes	NA	N	N	N	
4-WIRE DS1 LOOP WITH CHANNELIZATION WITH PORT DS1	C	M	N,C,D,V	No	Yes	Yes	NA	N	N	N	
4-WIRE DS1 LOOP WITH CHANNELIZATION WITH PORT TRUNK SERVICE	C	M	N,C,D,V	No	Yes	Yes	NA	N	N	N	
900 Call Block	R,B	E,M	N,C,V,W,D,P,Q,T	Yes	No	No	No	Y	Y	Y	
Accupulse	C	E	N,C,T,V,W	No	Yes	Yes	NA	N	N	N	
ADSL	R,B,C	E	V,W,D	Yes	C/S	C/S	No	Y	Y	Y	NOTE THIS PRODUCT CAN BE ORDERED FOR RES/BUS AND CENTREX
Analog Data/Private Line	C	E	N,C,T,V,W,D	No	Yes	Yes	NA	N	N	N	
Area Plus	R,B	E,M	N,C,V,W,P,Q,T	Yes	No	No	No	Y	Y	Y	
ATM (ASYNCHRONOUS TRANFER MODE)	C	E	N,C,V,W,D	No	Yes	Yes	NA	N	N	N	
Basic Rate ISDN *Unbundled	U	A	T	No	Yes	Yes	Yes	Y	Y	N	
Basic Rate ISDN *Unbundled	U	A	N,V,D	Yes	UNE	Yes	No	Y	Y	Y	
Basic Rate ISDN *Unbundled	U	A	C,T	No	UNE	Yes	Yes	Y	Y	Y	
Basic Rate ISDN 2 Wire UNE P	C	M	N,C,D,V	No	Yes	Yes	NA	N	N	N	Manual
Basic Rate ISDN 2 Wire	C	E	N,C, D,T,V,P,Q	No	Yes	Yes	Yes	Y	Y	Y	



**Appendix E: LSR Flow-Through Matrix  
(as of May 13, 2003)**

**Tennessee Performance Metrics**

Product	PRODUCT TYPE	REQTYPE	ACT TYPE	F/T <sup>3</sup>	COMPLEX SERVICE	COMPLEX ORDER	PLANNED FALLOUT FOR MANUAL HANDLING <sup>1</sup>	EDI	TAG <sup>2</sup>	LENS <sup>4</sup>	COMMENTS
BELLSOUTH CHANNELIZED TRUNKS	C	E	N,C,D,T,V,W,P,Q	No	Yes	Yes	NA	N	N	N	
Call Block	R,B	E,M	N,C,V,W,P,Q,T	Yes	No	No	No	Y	Y	Y	
Call Forwarding	R,B	E,M	N,C,V,W,P,Q,T	Yes	No	No	No	Y	Y	Y	
Call Return	R,B	E,M	N,C,V,W,P,Q,T	Yes	No	No	No	Y	Y	Y	
Call Selector	R,B	E,M	N,C,V,W,P,Q,T	Yes	No	No	No	Y	Y	Y	
Call Tracing	R,B	E,M	N,C,V,W,P,Q,T	Yes	No	No	No	Y	Y	Y	
Call Waiting	R,B	E,M	N,C,V,W,P,Q,T	Yes	No	No	No	Y	Y	Y	
Call Waiting Deluxe	R,B	E,M	N,C,V,W,P,Q,T	Yes	No	No	No	Y	Y	Y	
Caller ID	R,B	E,M	N,C,V,W,P,Q,T	Yes	No	No	No	Y	Y	Y	
BELLSOUTH CENTREX*	C	P	N,C,D,W,T,S,B,L,V,P	No	Yes	Yes	NA	N	N	N	
UNE P CENTREX	C	M	N,C,D,V	No	Yes	Yes	NA	N	N	N	
Collect Call Block	R,B	E,M	N,C,V,W,D,P,Q,T	Yes	No	No	No	Y	Y	Y	
DID	C	N	N,C,D,V,W,T,P,Q	No	Yes	Yes	Yes	Y	Y	Y	
2-WIRE DIRECT INWARD DIAL (DID) TRUNK PORT AND VOICE GRADE LOOP COMBINATION	C	M	N,C,D,V	No	Yes	Yes	NA	N	N	N	
Digital Data Transport	U	E	N,C,T,V,W	No	UNE	Yes	NA	N	N	N	
DIGITAL DIRECT INTEGRATION TERMINATION SERVICES (DDITS) DS1	C	M	N,C,D,V	No	Yes	Yes	NA	N	N	N	
DIGITAL DIRECT INTEGRATION TERMINATION SERVICES (DDITS) TRUNK SERVICE	C	M	N,C,D,V	No	Yes	Yes	NA	N	N	N	
Directory Listing Indentions	B,U	B,C,E,F,J,M,N	N,C,T,R,V,W,P,Q	No	No	No	Yes	Y	Y	Y	
Directory Listings (simple)	R,B,U	B,C,E,F,J,M,N	N,C,R,V,W,P,Q	Yes	No	No	No	Y	Y	Y	
Directory Listings (simple)	R,B,U	B,C,E,F,J,M,N	T	No	No	No	Yes	Y	Y	N	
Directory Listings Captions	R,B,U	B,C,E,F,J,M,N	N,C,T,R,V,W,P,Q	No	No	Yes	Yes	Y	Y	Y	
DIFFERENT PREMISE ADDRESS (DPA)	C	E	N,C,D,V,W,T	No	Yes	Yes	NA	N	N	N	
DS1Loop	U	A	N,D,V	Yes	UNE	Yes	No	Y	Y	Y	
DS3	U	A	N,C,V	No	UNE	Yes	NA	N	N	N	
DSO Loop	U	A	N,D,V	Yes	UNE	Yes	No	Y	Y	Y	
DSO Loop	U	A	C,T	No	No	No	Yes	Y	Y	Y	
Enhanced Caller ID	R,B	E	C,D,N,V,W,P,Q,T	Yes	No	No	No	Y	Y	Y	



**Appendix E: LSR Flow-Through Matrix  
(as of May 13, 2003)**

**Tennessee Performance Metrics**

Product	PRODUCT TYPE	REQTYPE	ACT TYPE	F/T <sup>3</sup>	COMPLEX SERVICE	COMPLEX ORDER	PLANNED FALLOUT FOR MANUAL HANDLING <sup>1</sup>	EDI	TAG <sup>2</sup>	LENS <sup>4</sup>	COMMENTS
Enhanced Extended Links (EELS)	U	A	C,D,N,T,V	Yes	No	No	No	Y	Y	Y	
ESSX	C	P	C,D,T,V,S,B,W,L,P,Q	No	Yes	Yes	NA	N	N	N	
Flat Rate/Business	B	E, M	C,D,N,V,W,T Y,B,L,S,D,T,P,Q	Yes	No	No	No	Y	Y	Y	
Flat Rate/Residence	R	E, M	C,D,N,V,W,T Y,B,L,S,D,T,P,Q	Yes	No	No	No	Y	Y	Y	
FLEXSERV	C	E	N,C,D,T,V,W,P,Q	No	Yes	Yes	NA	N	N	N	
Frame Relay	C	E	N,C,D,V,W	No	Yes	Yes	NA	N	N	N	
FX/FCO	C	E	N,C,D,T,V,W,P,Q	No	Yes	Yes	NA	N	N	N	
UNE P FX/FCO (RES,BUS,PBX) (NOTE: THIS PRODUCT WILL NOT BE AVAILABLE UNTIL 08--01-02)	C	M	N,C,V,D,T,S,B,L,W,Y,P,Q	No	Yes	Yes	NA	N	N	N	
Ga. Community Calling	R,B	M	C,D,N,V,W,P,Q	No	No	No	NA	N	N	N	
Ga. Community Calling	R,B	E	T	No	No	No	Yes	Y	Y	N	
HDSL	U	A	T	No	UNE	No	Yes	Y	Y	N	
HDSL	U	A	N,C,D,V	Yes	UNE	No	No	Y	Y	Y	
Hunting MLH	R,B	E, M	C,D,N,T,V,W	No	C/S <sup>4</sup>	C/S	Yes	Y	Y	N	
Hunting Series Completion	R,B	E, M	C,D,N,V,W	Yes	C/S	C/S	No	Y	Y	Y	
Hunting Series Completion	R,B	E, M	T	No	No	No	Yes	Y	Y	N	
INP to LNP Conversion	U	C	C	No	UNE	Yes	Yes	Y	Y	N	
LightGate	C	E	N,C,D,T,V,W,P,Q	No	Yes	Yes	NA	N	N	N	
Line Sharing	U	A	N,C,D,V,P,Q	Yes	UNE	No	No	Y	Y	Y	
Line Splitting	U	A	N,C,D	Yes	UNE	No	No	Y	Y	Y	
LNP With Complex Listing	U	C	P,V,Q	No	UNE	Yes	Yes	Y	Y	N	
LNP with Complex Services	U	C	P,V,Q	No	UNE	Yes	Yes	Y	Y	N	
LNP with Partial Migration	U	C	P,V,Q	No	UNE	Yes	Yes	Y	Y	N	
LNP	U	C	P,V,Q	Yes	UNE	Yes	No	Y	Y	N	
Local Number Portability (INP to LNP)	U	C	C	No	UNE	No	Yes	Y	Y	N	
INP	U	B,C	D	No	UNE	No	Yes	Y	Y	N	
Loop+LNP	U	B	V,P,Q	Yes	UNE	No	No	Y	Y	N	
Measured Rate/Bus	R,B	E,M	C,D,N,V,W,P,Q,T Y,B,L,S,D	Yes	No	No	No	Y	Y	Y	



**Appendix E: LSR Flow-Through Matrix  
(as of May 13, 2003)**

**Tennessee Performance Metrics**

Product	PRODUCT TYPE	REQTYPE	ACT TYPE	F/T <sup>3</sup>	COMPLEX SERVICE	COMPLEX ORDER	PLANNED FALLOUT FOR MANUAL HANDLING <sup>1</sup>	EDI	TAG <sup>2</sup>	LENS <sup>4</sup>	COMMENTS
Measured Rate/Res	R,B	E,M	C,D,N,V,W,P,Q,T Y,B,L,S,D	Yes	No	No	No	Y	Y	Y	
Megalink POINT TO POINT	C	E	N,V,W,T,D,C,P,Q	No	Yes	Yes	NA	N	N	N	
Megalink CHANNELIZED	C	E	N,V,W,T,D,C,P,Q	No	Yes	Yes	NA	N	N	N	
Memory Call	R,B	E, M	C,D,N,V,W,P,Q,T	Yes	No	No	No	Y	Y	Y	
Memory Call Ans. Svc.	R,B	E, M	C,D,N,V,W,P,Q,T	Yes	No	No	No	Y	Y	Y	
Multiserv	C	P	N,C,D,T,V,S,B,W,L,P,Q	No	Yes	Yes	NA	N	N	N	
Native Mode LAN Interconnection (NMLI)	C	E	N,C,D,V,W	No	Yes	Yes	NA	N	N	N	
Off-Prem Stations	C	E	N,C,D,V,W,T,P,Q	No	Yes	Yes	NA	N	N	N	
Optional Calling Plan	R,B	E, M	N,V,P,Q,W	Yes	No	No	No	Y	Y	Y	
Package/Complete Choice and Area Plus	R,B	E, M	N,C,V,W,P,Q	Yes	No	No	No	Y	Y	Y	
Package/Complete Choice and Area Plus	R,B	E, M	T	No	No	No	Yes	Y	Y	N	
Pathlink/ Primary Rate ISDN	C	E	N,C,D,T,V,W,P,Q	No	Yes	Yes	NA	N	N	N	
4-WIRE ISDN PRI UNE COMBO	C	M	N,C,D,V	No	Yes	Yes	NA	N	N	N	
Pay Phone Provider	B	E,M	C,D,T,N,V,W,P,Q	Yes	No	No	No	Y	Y	Y	
PBX Standalone Port	C	F	N,C,D	No	Yes	Yes	Yes	Y	Y	N	
PBX Trunks	C	E	N,C,D,V,W,T,P,Q	No	Yes	Yes	Yes	Y	Y	N	
PIC/LPIC Change	R,B,C	E,M	C,V,P,Q,T	Yes	No	No	No	Y	Y	Y	
PIC/LPIC Freeze	R,B,C	E,M	N,C,V,P,Q,T	Yes	No	No	No	Y	Y	Y	
PORT/LOOP COMBO 2-WIRE PBX	C	M	N,C,D,V	No	No	No	Yes	Y	Y	N	
Port/Loop Simple	U	M	N,C,D,V	Yes	No	No	No	Y	Y	Y	
Preferred Call Forward	R,B,U	E,M	C,D,N,V,W,P,Q,T	Yes	No	No	No	Y	Y	Y	
RCF Basic	R,B	E,M	N,D,W,V,P,Q,T	No	No	No	Yes	Y	Y	N	
Remote Access to CF	R,B	E,M	C,D,N,V,W,P,Q,T	No	No	No	NA	Y	Y	N	
Repeat Dialing	R,B	E,M	C,D,N,V,W,P,Q,T	Yes	No	No	No	Y	Y	Y	
Ringmaster	R,B	E,M	C,D,N,V,W,P,Q,T	Yes	No	No	No	Y	Y	Y	
Smartpath	R,B	E	C,D,T,N,V,W	No	Yes	Yes	NA	N	N	N	
SmartRING	C	E	N,D,C,V,W	No	Yes	Yes	NA	N	N	N	
Speed Calling	R,B	E,M	C,D,N,V,W,P,Q,T	Yes	No	No	No	Y	Y	Y	
Synchronet	C	E	N,D,C,V,W	No	Yes	Yes	Yes	Y	Y	N	
Three Way Call Block	R,B	E,M	C,D,N,V,W,P,Q,T	Yes	No	No	No	Y	Y	N	



**Tennessee Performance Metrics**

Product	PRODUCT TYPE	REQTYPE	ACT TYPE	F/T <sup>3</sup>	COMPLEX SERVICE	COMPLEX ORDER	PLANNED FALLOUT FOR MANUAL HANDLING <sup>1</sup>	EDI	TAG <sup>2</sup>	LENS <sup>4</sup>	COMMENTS
Tie Lines	C	E	N,C,D,V,W,T,P,Q	No	Yes	Yes	NA	N	N	N	
TOLL FREE DIALING (TFD)	C	E	N,C,D,V,W	No	Yes	Yes	NA	N	N	N	
Touchtone	R,B	E	C,D,N,V,W,P,Q,T	Yes	No	No	No	Y	Y	Y	
Unbundled Loop-Analog 2W, SL1, SL2	U	A,B	D,N,V	Yes	UNE	No	No	Y	Y	Y	
Unbundled Loop-Analog 2W, SL1,SL2	U	A,B	C **	Yes	UNE	No	Yes	Y	Y	Y	
Unbundled Universal Digital Channel (UDC) Loop	U	A	N,D	Yes	UNE	No	No	Y	Y	Y	
WATS*	C	E	W,D,N,C,V	No	Yes	Yes	NA	N	N	N	
XDSL	U	A,B	N,C,V,D	Yes	UNE	No	No	Y	Y	Y	
XDSL	U	A,B	T	No	No	No	Yes	Y	Y	N	

**Product:** U-UNE; C-Complex; B-Business; R-Residence

**Reqtype:** A-Loop; B-Loop with LNP/INP; C-LNP/INP; E-Resale; F-Port; J-Directory Listing and Directory Assistance; M-UNE-P; N-DID Resale; P-Centrex Resale, ACT: N-New installation-; C-Change an existing account; D-Disconnection; T-Outside move of end user location; R-Record activity is for ordering administrative changes; V-Conversion of service to new LSP as specified; W-Conversion of service to new LSP "as is"; S-Suspend; B-Restore; Y-Deny; L-Seasonal Suspend; P-Partial Migration (initial); Q-Partial Migration (subsequent)

**Note 1:** Planned Fallout for Manual Handling denotes those services that are electronically submitted and are not intended to flow-through due to the complexity of the service.

**Note 2:** The TAG column includes those LSRs submitted via Robo TAG.

**Note 3:** For all services that indicate 'No' for flow-through, the following reasons, in addition to complex services or complex order, also prompt manual handling: Expedites from CLECs, special pricing plans, partial migrations (although conversions-as-is flow through for issue 9 unless migrating the main TN and a new TN must be assigned), class of service invalid in certain states with some TOS e.g. government, or cannot be changed when changing main TN on C activity, pending order review required (Example: Any pending service order (PSO) not related to current PON, pending service order (PSO) with multiple service orders pending related to current PON and SUP received), more than 25 business lines and more than 15 loops, CSR inaccuracies such as invalid or missing CSR data in CRIS, Directory listings with Intentions or Captions, , transfer of calls option for CLEC end user – new TN not yet posted to CRIS.

**Note 4:** Services with C/S in the Complex Service and/or the Complex Order columns can be either complex or simple.

**Note 5:** The following list of items will not FT:

LSRs with Project or RPON fields populated

\*\*SL1 REQTYPE A, ACT C, LNA N, C, or D

\*\*SL2 REQTYPE A, ACT C, LNA C

REQTYPE B, C, ACT P when migrating main telephone number

REQTYPE B, C ACT V with Complex

REQTYPE E, M, N and P; ACT = V, LNA = V (LNP to Resale/UNE Switched Combinations)

## Attachment 5

### BellSouth Disaster Recovery Plan

#### CONTENTS



#### PAGE

1.0	Purpose	2
2.0	Single Point of Contact	2
3.0	Identifying the Problem	2
3.1	Site Control	3
3.2	Environmental Concerns	4
4.0	The Emergency Control Center (ECC)	4
5.0	Recovery Procedures	5
5.1	CLEC Outage	5
5.2	BellSouth Outage	5
5.2.1	Loss of Central Office	6
5.2.2	Loss of a Central Office with Serving Wire Center Functions	6
5.2.3	Loss of a Central Office with Tandem Functions	6
5.2.4	Loss of a Facility Hub	7
5.3	Combined Outage (CLEC and BellSouth Equipment)	7
6.0	T1 Identification Procedures	7
7.0	Acronyms	8

## 1.0 PURPOSE

In the unlikely event of a disaster occurring that affects BellSouth's long-term ability to deliver traffic to a Competitive Local Exchange Carrier (CLEC), general procedures have been developed by BellSouth to hasten the recovery process in accordance with the Telecommunications Service Priority (TSP) Program established by the Federal Communications Commission to identify and prioritize telecommunication services that support national security or emergency preparedness (NS/EP) missions. A description of the TSP Program as it may be amended from time to time is available at the following website:

<http://interconnection.bellsouth.com/products/vertical/tsp.html>. Since each location is different and could be affected by an assortment of potential problems, a detailed recovery plan is impractical. However, in the process of reviewing recovery activities for specific locations, some basic procedures emerge that appear to be common in most cases.

These general procedures should apply to any disaster that affects the delivery of traffic for an extended time period. Each CLEC will be given the same consideration during an outage, and service will be restored as quickly as possible.

This document will cover the basic recovery procedures that would apply to every CLEC.

## 2.0 SINGLE POINT OF CONTACT

When a problem is experienced, regardless of the severity, the BellSouth Network Management Center (NMC) will observe traffic anomalies and begin monitoring the situation. Controls will be appropriately applied to insure the sanity of BellSouth's network; and, in the event that a switch or facility node is lost, the NMC will attempt to circumvent the failure using available reroutes.

BellSouth's NMC will remain in control of the restoration efforts until the problem has been identified as being a long-term outage. At that time, the NMC will contact BellSouth's Emergency Control Center (ECC) and relinquish control of the recovery efforts. Even though the ECC may take charge of the situation, the NMC will continue to monitor the circumstances and restore traffic as soon as damaged network elements are revitalized.

**The telephone number for the BellSouth Network Management Center in Atlanta, as published in Telcordia's National Network Management Directory, is 404-321-2516.**

## 3.0 IDENTIFYING THE PROBLEM

During the early stages of problem detection, the NMC will be able to tell which CLECs are affected by the catastrophe. Further analysis and/or first hand observation will determine if the disaster has affected CLEC equipment only, BellSouth equipment only or a combination. The initial restoration activity will be largely determined by the equipment that is affected.

Once the nature of the disaster is determined and after verifying the cause of the problem, the NMC will initiate reroutes and/or transfers that are jointly agreed upon by the affected CLECs' Network Management Center and the BellSouth NMC. The type and percentage of controls used

will depend upon available network capacity. Controls necessary to stabilize the situation will be invoked and the NMC will attempt to re-establish as much traffic as possible.

For long-term outages, recovery efforts will be coordinated by the Emergency Control Center (ECC). Traffic controls will continue to be applied by the NMC until facilities are re-established. As equipment is made available for service, the ECC will instruct the NMC to begin removing the controls and allow traffic to resume.

### **3.1 SITE CONTROL**

In the total loss of building use scenario, what likely exists will be a smoking pile of rubble. This rubble will contain many components that could be dangerous. It could also contain any personnel on the premises at the time of the disaster. For these reasons, the local fire marshal with the assistance of the police will control the site until the building is no longer a threat to surrounding properties and the companies have secured the site from the general public.

During this time, the majority owner of the building should be arranging for a demolition contractor to mobilize to the site with the primary objective of reaching the cable entrance facility for a damage assessment. The results of this assessment would then dictate immediate plans for restoration, both short term and permanent.

In a less catastrophic event, i.e., the building is still standing and the cable entrance facility is usable, the situation is more complex. The site will initially be controlled by local authorities until the threat to adjacent property has diminished. Once the site is returned to the control of the companies, the following events should occur.

An initial assessment of the main building infrastructure systems (mechanical, electrical, fire and life safety, elevators, and others) will establish building needs. Once these needs are determined, the majority owner should lead the building restoration efforts. There may be situations where the site will not be totally restored within the confines of the building. The companies must individually determine their needs and jointly assess the cost of permanent restoration to determine the overall plan of action.

Multiple restoration trailers from each company will result in the need for designated space and installation order. This layout and control is required to maximize the amount of restoration equipment that can be placed at the site, and the priority of placements.

Care must be taken in this planning to ensure other restoration efforts have logistical access to the building. Major components of telephone and building equipment will need to be removed and replaced. A priority for this equipment must also be jointly established to facilitate overall site restoration. (Example: If the AC switchgear has sustained damage, this would be of the highest priority in order to regain power, lighting, and HVAC throughout the building.)

If the site will not accommodate the required restoration equipment, the companies would then need to quickly arrange with local authorities for street closures, rights of way or other possible options available.

### **3.2 ENVIRONMENTAL CONCERNS**

In the worse case scenario, many environmental concerns must be addressed. Along with the police and fire marshal, the state environmental protection department will be on site to monitor the situation.

Items to be concerned with in a large central office building could include:

1. Emergency engine fuel supply. Damage to the standby equipment and the fuel handling equipment could have created "spill" conditions that have to be handled within state and federal regulations.
2. Asbestos-containing materials that may be spread throughout the wreckage. Asbestos could be in many components of building, electrical, mechanical, outside plant distribution, and telephone systems.
3. Lead and acid. These materials could be present in potentially large quantities depending upon the extent of damage to the power room.
4. Mercury and other regulated compounds resident in telephone equipment.
5. Other compounds produced by the fire or heat.

Once a total loss event occurs at a large site, local authorities will control immediate clean up (water placed on the wreckage by the fire department) and site access.

At some point, the companies will become involved with local authorities in the overall planning associated with site clean up and restoration. Depending on the clean up approach taken, delays in the restoration of several hours to several days may occur.

In a less severe disaster, items listed above are more defined and can be addressed individually depending on the damage.

In each case, the majority owner should coordinate building and environmental restoration as well as maintain proper planning and site control.

### **4.0 THE EMERGENCY CONTROL CENTER (ECC)**

The ECC is located in the Midtown 1 Building in Atlanta, Georgia. During an emergency, the ECC staff will convene a group of pre-selected experts to inventory the damage and initiate corrective actions. These experts have regional access to BellSouth's personnel and equipment and will assume control of the restoration activity anywhere in the nine-state area.

In the past, the ECC has been involved with restoration activities resulting from hurricanes, ice storms and floods. They have demonstrated their capabilities during these calamities as well as

during outages caused by human error or equipment failures. This group has an excellent record of restoring service as quickly as possible.

During a major disaster, the ECC may move emergency equipment to the affected location, direct recovery efforts of local personnel and coordinate service restoration activities with the CLECs. The ECC will attempt to restore service as quickly as possible using whatever means is available, leaving permanent solutions, such as the replacement of damaged buildings or equipment, for local personnel to administer.

Part of the ECC's responsibility, after temporary equipment is in place, is to support the NMC efforts to return service to the CLECs. Once service has been restored, the ECC will return control of the network to normal operational organizations. Any long-term changes required after service is restored will be made in an orderly fashion and will be conducted as normal activity.

## **5.0 RECOVERY PROCEDURES**

The nature and severity of any disaster will influence the recovery procedures. One crucial factor in determining how BellSouth will proceed with restoration is whether or not BellSouth's equipment is incapacitated. Regardless of whose equipment is out of service, BellSouth will move as quickly as possible to aid with service recovery; however, the approach that will be taken may differ depending upon the location of the problem.

### **5.1 CLEC OUTAGE**

For a problem limited to one CLEC (or a building with multiple CLECs), BellSouth has several options available for restoring service quickly. For those CLECs that have agreements with other CLECs, BellSouth can immediately start directing traffic to a provisional CLEC for completion. This alternative is dependent upon BellSouth having concurrence from the affected CLECs.

Whether or not the affected CLECs have requested a traffic transfer to another CLEC will not impact BellSouth's resolve to re-establish traffic to the original destination as quickly as possible.

### **5.2 BELLSOUTH OUTAGE**

Because BellSouth's equipment has varying degrees of impact on the service provided to the CLECs, restoring service from damaged BellSouth equipment is different. The outage will probably impact a number of Carriers simultaneously. However, the ECC will be able to initiate immediate actions to correct the problem.

A disaster involving any of BellSouth's equipment locations could impact the CLECs, some more than others. A disaster at a Central Office (CO) would only impact the delivery of traffic to and from that one location, but the incident could affect many Carriers. If the Central Office is a Serving Wire Center (SWC), then traffic from the entire area to those Carriers served from that switch would also be impacted. If the switch functions as an Access Tandem, or there is a tandem in the building, traffic from every CO to every CLEC could be interrupted. A disaster that destroys a facility hub could disrupt various traffic flows, even though the switching equipment may be unaffected.

The NMC would be the first group to observe a problem involving BellSouth's equipment. Shortly after a disaster, the NMC will begin applying controls and finding re-routes for the completion of as much traffic as possible. These reroutes may involve delivering traffic to alternate Carriers upon receiving approval from the CLECs involved. In some cases, changes in translations will be required. If the outage is caused by the destruction of equipment, then the ECC will assume control of the restoration.

### **5.2.1 Loss of a Central Office**

When BellSouth loses a Central Office, the ECC will

- a) Place specialists and emergency equipment on notice;
- b) Inventory the damage to determine what equipment and/or functions are lost;
- c) Move containerized emergency equipment and facility equipment to the stricken area, if necessary;
- d) Begin reconnecting service on a parity basis for Hospitals, Police and other emergency agencies or End Users served by BellSouth or CLEC in accordance with the TSP priority restoration coding scheme entered in the BellSouth Maintenance database immediately prior to the emergency.

### **5.2.2 Loss of a Central Office with Serving Wire Center Functions**

The loss of a Central Office that also serves as a Serving Wire Center (SWC) will be restored as described in Section 5.2.1.

### **5.2.3 Loss of a Central Office with Tandem Functions**

When BellSouth loses a Central Office building that serves as an Access Tandem and as a SWC, the ECC will

- a) Place specialists and emergency equipment on notice;
- b) Inventory the damage to determine what equipment and/or functions are lost;
- c) Move containerized emergency equipment and facility equipment to the stricken area, if necessary;
- d) Begin reconnecting service on a parity basis for Hospitals, Police and other emergency agencies or End Users served by BellSouth or CLEC in accordance with the TSP priority restoration coding scheme entered in the BellSouth Maintenance database immediately prior to the emergency;
- e) Re-direct as much traffic as possible to the alternate access tandem (if available) for delivery to those CLECs utilizing a different location as a SWC;

f) Begin aggregating traffic to a location near the damaged building. From this location, begin re-establishing trunk groups to the CLECs for the delivery of traffic normally found on the direct trunk groups. (This aggregation point may be the alternate access tandem location or another CO on a primary facility route.)

#### **5.2.4 Loss of a Facility Hub**

In the event that BellSouth loses a facility hub, the recovery process is much the same as above. Once the NMC has observed the problem and administered the appropriate controls, the ECC will assume authority for the repairs. The recovery effort will include

- a) Placing specialists and emergency equipment on notice;
- b) Inventorying the damage to determine what equipment and/or functions are lost;
- c) Moving containerized emergency equipment to the stricken area, if necessary;
- d) Reconnecting service on a parity basis for Hospitals, Police and other emergency agencies or End Users served by BellSouth or CLEC in accordance with the TSP priority restoration coding scheme entered in the BellSouth Maintenance database immediately prior to the emergency; and
- e) If necessary, BellSouth will aggregate the traffic at another location and build temporary facilities. This alternative would be viable for a location that is destroyed and building repairs are required.

### **5.3 COMBINED OUTAGE (CLEC AND BELLSOUTH EQUIPMENT)**

In some instances, a disaster may impact BellSouth's equipment as well as the CLECs'. This situation will be handled in much the same way as described in Section 5.2.3. Since BellSouth and the CLECs will be utilizing temporary equipment, close coordination will be required.

### **6.0 T1 IDENTIFICATION PROCEDURES**

During the restoration of service after a disaster, BellSouth may be forced to aggregate traffic for delivery to a CLEC. During this process, T1 traffic may be consolidated onto DS3s and may become unidentifiable to the Carrier. Because resources will be limited, BellSouth may be forced to "package" this traffic entirely differently than normally received by the CLECs. Therefore, a method for identifying the T1 traffic on the DS3s and providing the information to the Carriers is required.



## 7.0 ACRONYMS

CLEC	-	Competitive Local Exchange Carrier
CO	-	Central Office (BellSouth)
DS3	-	Facility that carries 28 T1s (672 circuits)
ECC	-	Emergency Control Center (BellSouth)
NMC	-	Network Management Center
SWC	-	Serving Wire Center (BellSouth switch)
T1	-	Facility that carries 24 circuits
TSP	-	Telecommunications Service Priority

### **Hurricane Information**

During a hurricane, BellSouth will make every effort to keep CLECs updated on the status of our network. Information centers will be set up throughout BellSouth Telecommunications. These centers are not intended to be used for escalations, but rather to keep the CLEC informed of network related issues, area damages and dispatch conditions, etc.

Hurricane-related information can also be found on line at [http://www.interconnection.bellsouth.com/network/disaster/dis\\_resp.htm](http://www.interconnection.bellsouth.com/network/disaster/dis_resp.htm). Information concerning Mechanized Disaster Reports can also be found at this website by clicking on CURRENT MDR REPORTS or by going directly to <http://www.interconnection.bellsouth.com/network/disaster/mdrs.htm>.

### **BST Disaster Management Plan**

BellSouth maintenance centers have geographical and redundant communication capabilities. In the event of a disaster removing any maintenance center from service another geographical center would assume maintenance responsibilities. The contact numbers will not change and the transfer will be transparent to the CLEC.

## **Attachment 6**

### **Bona Fide Request and New Business Request Process**

## **BONA FIDE REQUEST AND NEW BUSINESS REQUEST PROCESS**

### **1. BONA FIDE REQUEST**

- 1.1 The Parties agree that FlatPhone is entitled to order any service option required to be made available by FCC or Commission requirements pursuant to the Act. A Bona Fide Request (BFR) is to be used when FlatPhone makes a request of BellSouth to provide a new or modified service option pursuant to the Act that was not previously provided for in this Agreement.
- 1.2 A BFR shall be submitted in writing by FlatPhone and shall specifically identify the requested service date, technical requirements, space requirements and/or such other specifications that clearly define the request such that BellSouth has sufficient information to analyze and prepare a response. Such a request shall also include FlatPhone's designation of the request as being pursuant to the Telecommunications Act of 1996 (i.e. a BFR). The request shall be sent to FlatPhone's designated BellSouth Sales contact or Local Contract Manager (LCM).
- 1.3 Within two (2) business days of receipt of a BFR, BellSouth shall acknowledge in writing its receipt and identify a single point of contact responsible for responding to the BFR and shall request any additional information needed to process the request to the extent known at that time. Notwithstanding the foregoing, BellSouth may reasonably request additional information from FlatPhone at any time during the processing of the BFR.
- 1.4 Within thirty (30) business days of BellSouth's receipt of the BFR, if the preliminary analysis of the requested BFR is not of such complexity that it will cause BellSouth to expend extraordinary resources to evaluate the BFR, BellSouth shall respond to FlatPhone by providing a preliminary analysis of the new or modified interconnection option not ordered by the FCC or Commission that is the subject of the BFR. The preliminary analysis shall either confirm that BellSouth will offer access to the new or modified service option or confirm that BellSouth will not offer the new or modified service option.
- 1.5 For any new or modified service option not ordered by the FCC or Commission, if the preliminary analysis states that BellSouth will offer the new or modified service option, the preliminary analysis will include an estimate of the costs of utilizing existing resources, both personnel and systems, in the development including, but not limited to, request parameters analysis, determination of impacted BellSouth departments,

determination of required resources, project management resources, etc. (Development Rate) including a general breakdown of such costs associated with the service option and the date the request can be met. If the preliminary analysis states that BellSouth will not offer the new or modified service option, BellSouth will provide an explanation of why the request is not technically feasible, does not qualify as a BFR for the new or modified service option, should actually be submitted as a NBR or is otherwise not required to be provided under the Act. If BellSouth cannot provide the service option by the requested date, BellSouth shall provide an alternative proposed date together with a detailed explanation as to why BellSouth is not able to meet FlatPhone's requested date.

- 1.6 For any new or modified service option not ordered by the FCC or Commission, if BellSouth determines that the preliminary analysis of the requested BFR is of such complexity that it will cause BellSouth to expend extraordinary resources to evaluate the BFR, BellSouth shall notify FlatPhone within ten (10) business days of BellSouth's receipt of BFR that a fee will be required prior to the preliminary evaluation of the BFR. Such fee shall be limited to BellSouth's extraordinary expenses directly related to the complex request that require the allocation and engagement of additional resources above the existing allocated resources used on BFR cost development which include, but are not limited to, expenditure of funds to develop feasibility studies, specific resources that are required to determine request requirements (such as operation support system analysts, technical managers, software developers), software impact analysis by specific software developers; software architecture development, hardware impact analysis by specific system analysts, etc. and the request for such fee shall be accompanied with a general breakdown of such costs. If FlatPhone accepts the complex request evaluation fee proposed by BellSouth, FlatPhone shall submit such fee within thirty (30) business days of BellSouth's notice that a complex request evaluation fee is required. Within thirty (30) business days of BellSouth's receipt of the complex request evaluation fee, BellSouth shall respond to FlatPhone by providing a preliminary analysis, consistent with Section 1.4 of this Attachment 11.
- 1.7 FlatPhone may cancel a BFR at any time up until thirty (30) business days after receiving BellSouth's preliminary analysis. If FlatPhone cancels the BFR within thirty (30) business days after receipt of BellSouth's preliminary analysis, BellSouth shall be entitled to keep any complex request evaluation fee submitted in accordance with Section 1.6 above, minus those costs included in the fee that have not been incurred as of the date of cancellation.

- 1.8 FlatPhone will have thirty (30) business days from receipt of preliminary analysis to accept the preliminary analysis or cancel the BFR. If FlatPhone fails to respond within this thirty (30) business day period, the BFR will be deemed cancelled. Acceptance of the preliminary analysis must be in writing and accompanied by the estimated Development Rate for the new or modified service option quoted in the preliminary analysis.
- 1.9 Notwithstanding any other provision of this Agreement, BellSouth shall propose a firm price quote, including the firm Development Rate, the firm nonrecurring rate and the firm recurring rate, and a detailed implementation plan within ten (10) business days of receipt of FlatPhone's accurate BFR application for a service option that is operational at the time of the request; thirty (30) business days of receipt of FlatPhone's accurate BFR application for a new or modified service option ordered by the FCC or Commission; and within sixty (60) business days of receipt of FlatPhone's accurate BFR application for a new or modified service option not ordered by the FCC or Commission or not operational at the time of the request. The firm nonrecurring rate will not include any of the Development Rate or the complex request evaluation fee, if required, in the calculation of this rate. Such firm price quote shall not exceed the estimate provided with the preliminary analysis by more than 25%.
- 1.10 FlatPhone shall have thirty (30) business days from receipt of firm price quote to accept or deny the firm price quote and submit any additional Development or nonrecurring rates quoted in the firm price quote.
- 1.11 Unless FlatPhone agrees otherwise, all prices shall be consistent with the applicable pricing principles and provisions of the Act.
- 1.12 If FlatPhone believes that BellSouth's firm price quote is not consistent with the requirements of the Act, either Party may seek dispute resolution in accordance with the dispute resolution provisions set forth in the General Terms and Conditions of this Agreement.
- 1.13 Upon agreement to the rates, terms and conditions of a BFR, the Parties shall negotiate in good faith an amendment to this Agreement.

## **2 New Business Request**

- 2.1 FlatPhone also shall be permitted to request the development of new or modified facilities or service options which may not be required by the Act. Procedures applicable to requesting the addition of such elements, services and options are specified in this Attachment 11. A New Business

Request (NBR) is to be used by FlatPhone to make a request of BellSouth for a new or modified feature or capability of an existing product or service, a new product or service that is not deployed within the BellSouth network or operations and business support systems, or a new or modified service option that was not previously included in this Agreement (Requested NBR Services) and is not required by the Act.

- 2.2 An NBR shall be submitted in writing by FlatPhone and shall specifically identify the requested service date, technical requirements, space requirements and/or such specifications that clearly define the request such that BellSouth has sufficient information to analyze and prepare a response. The request shall be sent to FlatPhone's designated BellSouth Sales contact or LCM.
- 2.3 Within two (2) business days of receipt of an NBR, BellSouth shall acknowledge in writing its receipt and identify a single point of contact responsible for responding to the NBR and shall request any additional information needed to process the request to the extent known at that time. Notwithstanding the foregoing, BellSouth may reasonably request additional information from FlatPhone at any time during the processing of the NBR.
- 2.4 If the preliminary analysis of the request NBR is not of such complexity that it will cause BellSouth to expend extraordinary resources to evaluate the NBR, within thirty (30) business days of its receipt of the NBR, BellSouth shall respond to FlatPhone by providing a preliminary analysis of such Requested NBR Services that are the subject of the NBR. The preliminary analysis shall either confirm that BellSouth will offer access to the Requested NBR Services or confirm that BellSouth will not offer the Requested NBR Services.
- 2.5 If the preliminary analysis states that BellSouth will offer the Requested NBR Services, the preliminary analysis will include an estimate of the Development Rate including a general breakdown of costs and the date the request can be met. If BellSouth cannot provide the Requested NBR Service by the requested date, it shall provide an alternative proposed date together with a detailed explanation as to why BellSouth is not able to meet FlatPhone's requested date.
- 2.6 If BellSouth determines that the preliminary analysis of the requested NBR is of such complexity that it will cause BellSouth to expend extraordinary resources to evaluate the NBR, BellSouth shall notify FlatPhone within ten (10) business days of BellSouth's notice that a complex request evaluation fee is required prior to the evaluation of the

NBR. Such fee shall be limited to BellSouth's extraordinary expenses directly related to the complex request. If FlatPhone accepts the complex request evaluation fee amount proposed by BellSouth, FlatPhone shall submit such complex request evaluation fee within thirty (30) business days of BellSouth's notice that a complex request evaluation fee is required.

- 2.7 Within thirty (30) business days of BellSouth's receipt of the complex request evaluation fee, BellSouth shall respond to FlatPhone by providing a preliminary analysis of such Requested NBR Services.
- 2.8 FlatPhone may cancel an NBR at any time. If FlatPhone cancels the request more than ten (10) business days after submitting it, FlatPhone shall pay BellSouth's reasonable and demonstrable costs of processing and/or implementing the NBR up to the date of cancellation in addition to any fee submitted in accordance with Section 1.6 above.
- 2.9 FlatPhone will have thirty (30) business days from receipt of the preliminary analysis to accept the preliminary analysis or cancel the NBR. If FlatPhone fails to respond within this thirty (30) business day period, the NBR will be deemed cancelled.
- 2.10 Acceptance of the preliminary analysis must be in writing and accompanied by the estimated Development Rate for the Requested NBR Services quoted in the preliminary analysis.
- 2.11 BellSouth shall propose a firm price quote including the firm Development Rate, the firm nonrecurring rate, and the firm recurring rate, and a detailed implementation plan within ten (10) business days of receipt of FlatPhone's accurate NBR application for a Requested NBR Service that is operational at the time of the request and within sixty (60) business days of receipt of FlatPhone's accurate NBR application for the Requested NBR Services not operational at the time of the request. The firm nonrecurring rate will not include any of the Development Rate or the complex request evaluation fee, if required, in the calculation of this rate. Such firm price quote shall not exceed the estimate provided with the preliminary analysis by more than 25%.
- 2.12 FlatPhone shall have thirty (30) business days from receipt of the firm price quote to accept or deny the firm price quote and submit any additional nonrecurring, non-refundable fees quoted in the firm price quote. If the firm price quote is less than the preliminary analysis' estimate of the Development Rate, BellSouth will credit FlatPhone's account for the difference.



- 2.13            Upon agreement to the rates, terms and conditions of a NBR, an amendment to this Agreement, or a separate agreement, may be required and the Parties shall negotiate such agreement or amendment in good faith.