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March 30, 1999

RECEIVED  
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FEDERAL COMMUNICATIONS COMMISSION  
OFFICE OF THE SECRETARY

**BY HAND DELIVERY**

Magalie R. Salas, Secretary  
Federal Communications Commission  
445 12th Street, S.W., Room TWB-204  
Washington, DC 20554

**Re: GTE-Bell Atlantic Merger -- CC Docket No. 98-184 ✓  
Southwestern Bell/Ameritech Merger – CC Docket No. 98-141**

Dear Ms. Salas:

Pursuant to Section 1.1206(b)(2) of the Commission's Rules, Intermedia Communications Inc. ("Intermedia") submits this notice, in the above-captioned docketed proceedings, of an *ex parte* on March 24, 1999, during a meeting with Johanna Mikes of the Common Carrier Bureau ('CCB'), Jennifer Fabian – CCB, Pamela Megna- Office of Plans and Policy ('OPP'), Bill Dever – CCB, Johnson Garrett – OPP, Patrick DeGrata- OPP, Marilyn Simon- OPP, To-Queyn Truong – CCB, Clair Blue – CCB, and Audrey Wright - CCB. The presentation was made by Heather Gold, Don Davis, and Julia Strow of Intermedia.

During the meeting the parties discussed the need for the Commission establish and enforce specific performance measures and penalties in order to prevent backsliding in the event the Commission approves the mergers of Bell Atlantic/GTE and Southwestern Bell/Ameritech. The attachments hereto set forth in detail the discussions of the parties.

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Magalie R. Salas, Secretary  
March 30, 1999  
Page Two

Pursuant to Section 1.1206(b)(2), an original and two copies of this *ex parte* notification, with attachments, are provided for inclusion in the public record of the above-referenced proceeding. Please direct any questions regarding this matter to the undersigned.

Respectfully,

A handwritten signature in cursive script, appearing to read "Ross A. Buntrock".

Ross A. Buntrock

cc: Heather Gold  
Don Davis  
Julia Strow  
Johanna Mikes  
Jennifer Fabian  
Pamela Megna  
Bill Dever  
Johnson Garrett  
Patrick DeGrata  
Marilyn Simon  
To-Queyn Truong  
Clair Blue  
Audrey Wright

**Intermedia ExParte  
Bell Atlantic/GTE and Southwestern Bell/Ameritech Mergers  
March 24, 1999**

**I. Intermedia's Experience with Bell Atlantic /NYNEX and Southwestern Bell /Pacific Bell Pre-Merger vs Post Merger**

***Southwestern Bell/Pacific Bell***

Intermedia's experience in the Pacific Bell region is limited to negotiations and policy issues at this point, as we are not yet operational in the California. Post merger, in the context of negotiations, Intermedia experienced a general retraction of very proactive positions once Southwestern Bell has taken over on high level policy issues. In essence, a company that was once very procompetitive and technologically advanced has regressed as to their willingness to provide interconnection of data networks and access to UNEs and facilities used in the provision of advanced services due to the policies and culture of its acquirer. On some issues, such as frame relay, Intermedia was able to prevail in attaining the interconnection sought but there was at least initially a withdrawal on that specific issue even though Intermedia's interconnection agreements in Texas, Missouri, Kansas, Arkansas and Oklahoma with Southwestern Bell contained such provisions. Intermedia has also continually sought UNEs and loops to support the provision of advanced services as well as more progressive collocation arrangements with Southwestern Bell via the 271 collaborative process in Texas and through the BFR process. On many of Intermedia's requests, Southwestern Bell has continued to refuse to provide service even though other RBOCs are making such provisions and elements available via the 251 opt-in procedure.

***Bell Atlantic/NYNEX***

As Bell Atlantic has taken control, we have seen some retrenchment on the part of former NYNEX personnel. For example, NYNEX was more likely in the past to develop work-arounds or do things in a non-standard manner than Bell Atlantic. The whole region is more "by-the-book" now. While not specifically related to the merger it is important to note that Intermedia has seen Bell Atlantic take a much more restrictive stance with regard to the requirements of the Act in the last six to twelve months. If it isn't in black and white, they will not agree to provide it.

**II. Compliance Post Merger**

As a precondition to the approval of the pending mergers there must be specific performance measures and penalties are required to prevent backsliding. Intermedia endorses the framework proposed in Texas or Pennsylvania, especially with regard to penalties. In Texas, a two tier financial penalty system with one tier paid to CLEC and second tier paid to state has been proposed by the CLECs and endorsed by the Texas PUC staff in their December 271 recommendation. The Texas model relies upon service metrics and statistics to determine whether discrimination occurs. Difference in tier based upon severity and whether discrimination was "service impacting."

The CLECs have proposed a penalty structure that would set Tier 1 penalties in the range of \$25,000 and and Tier 2 penalties in the range of \$75,000. While Southwestern Bell appears to have accepted the measures, there has been continued resistance on the penalty aspect of the CLEC proposal.

The Pennsylvania model establishes graduated financial penalties paid to CLEC based upon severity of discrimination and whether discrimination continues over a period of time. The model also relies upon service metrics and statistics to determine whether discrimination occurs.

Intermedia also supports adoption of a broad range of performance measures such as that adopted in New York. Utilization of a statistical test to determine whether discrimination occurs is appropriate. Any such statistical test must be double faceted in that the chance for error must be equal that of findings that may in fact be false. While supporting the measures adopted in New York, Intermedia opposes the penalty structure proposed in New York because it allows Bell Atlantic to offset performance failures in one category for one month with better performance in other categories or months. The New York penalties also do not contain sufficient penalties to discourage discrimination.

In general, performance measures must be disaggregated to look at the products, services, trunks, collocation and UNEs being ordered by individual CLECs due to the impact non-performance has on a CLEC's ability to serve its customers. What this means is that performance measures must look at not just resale of POTS, but also at resale of complex services such as frame relay. Likewise, UNEs used to provision complex end user services must also be measured. Where a retail analog to the ILEC is present, it must be used for comparison purposes. Where no retail analog exists, target intervals or standards must be made explicit. For example, there should be a target interval for ILEC return of firm order confirmations (FOC) or provisioning of hot-cut DS1 loops. An example of what types of services and UNEs that must be tracked in addition to traditional voice type services and analog UNEs is attached as exhibit. In addition to resold services and UNEs, trunk and collocation intervals must also be measured.

### **III. Out of Region Competition**

The Regional Bell Operating Companies (RBOCs) can compete out of region today and have not on any wide-scale basis. The majority of activity has been in the BellSouth territory where BellSouth is becoming certified as a CLEC and serving areas contiguous to there ILEC operating areas. In Southwestern Bell territory, Ameritech appears to have pulled back from plans to serve the St. Louis area post merger announcement.

If you look at CLEC business strategies and deployment of service, generally a CLEC will introduce service in a targeted area and expand from that area. An RBOC expanding its service area should not be any different. They can certainly begin to serve areas on a targeted basis outside their region, especially in contiguous geographic areas.

Any massive entry into out of region territory is more likely to be based upon advances in technology rather than increased capital availability. The industry as a whole is beginning to see ATM and packet technology with direct applications for switched voice services. This decreases the cost of a local switch from the current minimum of \$2.5M to an amount of less than \$300k. With Williams and Qwest, we have seen fiber facilities become available on a true incremental cost basis making long haul transport extremely cheap. Such cost reductions are what will drive any incumbent local exchange provider or RBOC to expand into other territories not an increased in geographic size.

### **IV. FCC Oversight and Tools**

The FCC should continue to use the merger review process as a mechanism to ensure that proposed mergers will not reverse the progress made to date to open the local markets to competition. Intermedia supports the continued use of voluntary commitments by the Commission as tool to ensure competition is appropriate. However, as stated in Intermedia's filed comments on the status of implementation of the Bell Atlantic NYNEX merger commitments, the Commission should adopt specific timelines for implementation of merger commitments. In association with these timelines, the Commission must impose significant financial penalties for failure to comply with any commitments. Such penalties should be incorporated into any negotiated merger agreements. As an alternative, the Commission could require operation under separate affiliate rules similar to those required of CI-III subsidiaries.

**V. Bell Atlantic/GTE Proposal Regarding Interim Data Service Relief**

In ex parte presentations with the FCC, Bell Atlantic and GTE have proposed broad exceptions to existing rules to allow it to continue to offer ISP backbone services across LATA boundaries. GTE currently offers such services without restrictions. The Bell Atlantic/GTE proposal generally supports a one data LATA rule as proposed in earlier Section 706 petitions. The proposal would allow Bell Atlantic relief for the entire region for data services as soon as New York 271 relief is granted. We oppose this on the same basis as we previously opposed the RBOC 706 Petitions.

STRAW-MAN PROPOSAL OF INTERMEDIA  
 For Discussion Purposes Only – Does Not Represent Final Intermedia Position  
 For Use in Carrier to Carrier Metrics Sub-Group Only

Further Intermedia Proposal (2/16/99) - Performance Liability

Concept: A discount/credit applied to monthly billing based upon the prior month's performance  
 Penalty progresses as frequency and severity increases

Assumptions:

1. Each month stands alone
2. Credit based upon both industry (25%) and individual company performance (75%)
3. Separate credits for resale, UNE, and trunking
4. No offset for performance better than BA
5. BA will undertake "root cause" and corrective action plans where indicated by "\*" in tables below
6. Minimum "penalties" apply where liability is less than the accrued minimum
7. ***Carriers would be required to pass some minimum threshold before qualifying for minimum fine***

Calculations

- A. Benchmark Measures
  1. Each negative measure looked up individually to determine discount factor
  2. Monthly value for deviation from BA cross referenced to number of occurrences >5% in last 6 months
  
- A. "Z" Measures
  1. Use "Z" Statistic to determine statistically significant performance problems
  2. If Z Statistic significant & negative, calculate CLEC performance deviation from BA (% difference)
  3. Monthly value for deviation from BA cross referenced to number of occurrences > 5% in last 6 mo
  4. Each negative deviation percentage looked up individually to determine discount ***adjustment*** factor
  5. ***Multiply percent deviation by factor from table to get adjusted discount***
  6. ***Multiply adjusted discount times measure weighting to get weight adjusted discount***
  
- A. Discount
  1. Any positive measures have factor of "0" (zero)
  2. Sum all weighted/adjusted factors
  3. Sum equals discount applied to monthly bill
  4. If discount is less than Minimum Table for cumulative score, monthly minimum would apply

Benchmark/Deviation Discount Factor

***Multiply Actual % Deviation by Factor to Get Adjusted Deviation Factor***

#Significant (> -5%) Occurrences in Last 6 Months

% Negative Deviation	1 <sup>st</sup>	2 <sup>nd</sup>	3 <sup>rd</sup>	4 <sup>th</sup>	5 <sup>th</sup>	6 <sup>th</sup>
<5%	0	.75	1.00*	1.30	2.00	2.50
5%<X<30%	.50	.90*	1.20	1.50	2.25	2.75
30%<X<100%	.75*	1.00	1.35	1.75	2.50	3.00
>100%	1.00*	1.25	1.50	2.00	3.00	4.00

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Minimum Fines

# Significant (>5%) Occurrences in Last 6 Months

% Weighted Score	1 <sup>st</sup>	2 <sup>nd</sup>	3 <sup>rd</sup>	4 <sup>th</sup>	5 <sup>th</sup>	6 <sup>th</sup>
<5%	0	<b>\$25,000</b>	<b>\$50,000</b>	<b>\$100,000</b>	\$250,000	\$500,000
5%<X<20%	\$50,000	\$100,000	\$250,000	\$500,000	\$1,000,000	\$2,000,000
20%<X<50%	\$150,000	\$300,000	\$600,000	\$1,000,000	\$2,500,000	\$5,000,000
>50%	\$500,000	\$1,000,000	\$2,000,000	\$4,000,000	\$7,000,000	\$10,000,000

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6. Minimum "penalties" apply where liability is less than the accrued minimum
7. ***Carriers would be required to pass some minimum threshold before qualifying for minimum fine***

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4. Each negative deviation percentage looked up individually to determine discount ***adjustment*** factor
5. ***Multiply percent deviation by factor from table to get adjusted discount***
6. ***Multiply adjusted discount times measure weighting to get weight adjusted discount***

A. Discount

1. Any positive measures have factor of "0" (zero)
2. Sum all weighted/adjusted factors
3. Sum equals discount applied to monthly bill
4. If discount is less than Minimum Table for cumulative score, monthly minimum would apply

Benchmark/Deviation Discount Factor  
***Multiply Actual % Deviation by Factor to Get Adjusted Deviation Factor***

#Significant (> -5%) Occurrences in Last 6 Months

% Negative Deviation	1 <sup>st</sup>	2 <sup>nd</sup>	3 <sup>rd</sup>	4 <sup>th</sup>	5 <sup>th</sup>	6 <sup>th</sup>
<5%	0	.75	1.00*	1.30	2.00	2.50
5%<X<30%	.50	.90*	1.20	1.50	2.25	2.75
30%<X<100%	.75*	1.00	1.35	1.75	2.50	3.00
>100%	1.00*	1.25	1.50	2.00	3.00	4.00

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Minimum Fines

# Significant (>5%) Occurrences in Last 6 Months

% Weighted Score	1 <sup>st</sup>	2 <sup>nd</sup>	3 <sup>rd</sup>	4 <sup>th</sup>	5 <sup>th</sup>	6 <sup>th</sup>
<5%	0	<b>\$25,000</b>	<b>\$50,000</b>	<b>\$100,000</b>	\$250,000	\$500,000
5%<X<20%	\$50,000	\$100,000	\$250,000	\$500,000	\$1,000,000	\$2,000,000
20%<X<50%	\$150,000	\$300,000	\$600,000	\$1,000,000	\$2,500,000	\$5,000,000
>50%	\$500,000	\$1,000,000	\$2,000,000	\$4,000,000	\$7,000,000	\$10,000,000

Intermedia Supported ILEC Performance Metrics (Bell Atlantic Territory)

Category	Function	Metric	Resale/ UNE/Trunks	Product Disaggregation		
Pre-Ordering	Ordering OSS Response Time	Customer Service Record	R + U comb.			
		Due Date Availability	R + U comb.			
		Address Validation	R + U comb.			
		Product & Service Avail.	R + U comb.			
		TN Reservation	R + U comb.			
		Facility Avail./Loop Qual. (when avail)	R + U comb.			
	OSS Availability	OSS Availability - Total	R + U comb.	Note: hours of downtime		
		OSS Availability - Prime	R + U comb.	Note: hours of downtime		
		OSS Availability - Non-Prime	R + U comb.	Note: hours of downtime		
	Contact Center Availability	Avg. Speed of Ans. Ordering	R, U			
		% Ans. W/in 30 Seconds - Ordering	R, U			
		Avg. Speed of Ans. Repair	R, U			
		% Ans. W/in 30 Seconds - Repair	R, U			
		Call Abandonment Rate	R + U comb.			
Ordering	Order Confirmation Timeliness	Avg. LSRC Time - Flow Through	R, U	POTS		
		% On Time LSRC - Flow Through	R, U	POTS		
		Avg. LSRC Time - < 10 Lines (Electronic)	R, U	POTS	Complex	Specials
		% On Time LSRC - < 10 Lines (E)	R, U	POTS	Complex	Specials
		Avg. LSRC Time - >= 10 Lines (E)	R, U	POTS	Complex	Specials
		% On Time LSRC - >= 10 Lines (E)	R, U	POTS	Complex	Specials
		Avg. LSRC Time - < 10 Lines (Fax)	U	POTS	Complex	Specials
		% On Time LSRC - < 10 Lines (Fax)	U	POTS	Complex	Specials
		Avg. LSRC Time - >= 10 Lines (Fax)	U	POTS	Complex	Specials
		% On Time LSRC - >= 10 Lines (Fax)	U	POTS	Complex	Specials
		Avg FOC Time	T	Trunks		
		% On Time FOC	T	Trunks		
		% On Time DLR	T	Trunks		
	Reject Timeliness	Avg. LSR Reject Time - Flow Through	R, U	POTS		
		% On Time LSR Reject - Flow Through	R, U	POTS		
		Avg. LSR Reject Time - < 10 Lines (Electronic)	R, U	POTS	Complex	Specials
		% On Time LSR Reject - < 10 Lines (E)	R, U	POTS	Complex	Specials
		Avg. LSR Reject Time - >= 10 Lines (E)	R, U	POTS	Complex	Specials
		% On Time LSR Reject - >= 10 Lines (E)	R, U	POTS	Complex	Specials
		Avg. LSR Reject Time - < 10 Lines (Fax)	U	POTS	Complex	Specials
		% On Time LSR Reject - < 10 Lines (Fax)	U	POTS	Complex	Specials
		Avg. LSR Reject Time - >= 10 Lines (Fax)	U	POTS	Complex	Specials
		% On Time LSR Reject - >= 10 Lines (Fax)	U	POTS	Complex	Specials
		Avg Reject Time	T	Trunks		
	% On Time Reject	T	Trunks			
	% Rejects	% Rejects	R, U			
	Completion Notification	Completion Notice - Avg. Response Time	R, U			
		Completion Notice - % On Time	R, U			
	% Flow Through	% Flow Through - Total	R, U			
		% Flow Through - Simple	R, U			

Key: R=Resale, U=UNE, T=Trunk, Complex=Complex Switched, Specials=4 Wire and Above, C=Collocation

Intermedia Supported ILEC Performance Metrics (Bell Atlantic Territory)

Category	Function	Metric	Resale/	Product Disaggregation		
			UNE/Trunks			
Provisioning	Avg. Offered Interval	Avg. Offered Interval -Total No Dispatch	R,U	Res. POTS	Bus POTS	Complex
		Avg. Offered Interval - Total Dispatch	R,U	Complex	Specials	
		Avg. Offered Interval - Dispatch (1-5 lines)	R,U	Res. POTS	Bus POTS	
		Avg. Offered Interval - Dispatch (6-9 lines)	R,U	POTS		
		Avg. Offered Interval - Dispatch (10+ lines)	R,U	POTS		
		Avg. Offered Interval - DS0	R,U	Specials		
		Avg. Offered Interval - DS1	R,U	Specials		
		Avg. Offered Interval - DS3	R,U	Specials		
		Avg. Offered Interval - Total	T	Trunks		
		Avg. Offered Interval - Disconnect	R,U	POTS	Specials	
	Avg. Completion Interval	Avg. Interval Completed -Total No Dispatch	R,U	Res. POTS	Bus POTS	Complex
		Avg. Interval Completed - Total Dispatch	R,U	Complex	Specials	
		Avg. Interval Completed - Dispatch (1-5 lines)	R,U	Res. POTS	Bus POTS	
		Avg. Interval Completed - Dispatch (6-9 lines)	R,U	POTS		
		Avg. Interval Completed - Dispatch (10+ lines)	R,U	POTS		
		Avg. Interval Completed - DS0	R,U	Specials		
		Avg. Interval Completed - DS1	R,U	Specials		
		Avg. Interval Completed - DS3	R,U	Specials		
		Avg. Interval Completed - Total	T	Trunks		
		Avg. Interval Completed F89- Disconnect	R,U	POTS	Specials	
	% Completed within Days	% Completed w/in 1 Day (1-5 lines) No Disp.	R,U	POTS (R)	UNE P/Other	
		% Completed w/in 2 Days (1-5 lines) No Disp.	R,U	POTS (R)	UNE P/Other	
		% Completed w/in 3 Days (1-5 lines) No Disp.	R,U	POTS (R)	UNE P/Other	
		% Completed w/in 1 Day (1-5 lines) Dispatch	R,U	POTS (R)	UNE P/Other	
		% Completed w/in 2 Days (1-5 lines) Dispatch	R,U	POTS (R)	UNE P/Other	
		% Completed w/in 3 Days (1-5 lines) Dispatch	R,U	POTS (R)	UNE P/Other	
		% Completed w/in 4 Days (1-5 lines)	R,U	POTS (R)	UNE P/Other	
		% Completed w/in 5 Days (1-5 lines) - No Dispatch	R,U	POTS (R)	UNE P/Other	
		% Completed w/in 5 Days (1-5 lines) - Dispatch	R,U	POTS (R)	UNE P/Other	
		% Completed w/in 6 Days (1-5 lines)	R,U	POTS (R)	UNE P/Other	
	% Missed Appointments	% Missed Appt. - BA - Total	R,U,T	Specials	UNE-EEL	Trunks
		Average Delay Days - Total	R,U,T	POTS	Complex	Specials
		% Missed Appt. - Customer	R,U,T	POTS	Complex	Specials
		% Missed Appt. - Dispatch	R,U	POTS (R)	Complex	UNE-P
		% Missed Appt. - No Dispatch	R,U	POTS (R)	Complex	UNE-P
		% On Time - UNE Hot Cut Loop	U	Hot Cut Loop		
	% MA - Facilities	% On Time - UNE LNP	U	LNP		
		% Missed Appt. - Facilities	R,U,T	POTS	Complex	Specials
	% Installation Quality	% Orders Missed for Facilities > 30 Days	R,U,T	POTS	Complex	Specials
		% Installation Troubles Rept. W/in 30 Days	R,U,T	POTS	Complex	Specials
	% Installation Quality	% Installation Troubles Rept. W/in 7 Days	R,U	POTS		
		% CPE/TOK/FOK Trouble Reports w/l 30 days	R,U	POTS	Specials	
		Service Order Accuracy	R,U,T	POTS	Complex	Specials

Key: R=Resale, U=UNE, T=Trunk, Complex=Complex Switched, Specials=4 Wire and Above, C=Collocation

Intermedia Supported ILEC Performance Metrics (Bell Atlantic Territory)

Category	Function	Metric	Resale/ UNE/Trunks	Product Disaggregation		
Maintenance	Mtce. OSS Response Time	Create Trouble	R & U comb.			
		Status Trouble	R & U comb.			
		Modify Trouble	R & U comb.			
		Request Cancellation of Trouble	R & U comb.			
		Trouble Rept. History	R & U comb.			
		Test (POTS)	R & U comb.			
	Ntwk Trouble Report Rate	Network Trouble Report Rate (Total)	R,U,T	Specials	Trunks	
		Network Trouble Report Rate (Loop)	R,U	POTS		
		Network Trouble Report Rate (Central Office)	R,U	POTS		
		% Subsequent Reports	R,U	POTS		
		% CPE/TOK/FOK Trouble Reports	R,U	POTS	Specials	
	% Missed Repair Appointments	% Missed Repair Appt. (Loop)	R,U	POTS		
		% Missed Repair Appt. (Central Office)	R,U	POTS		
	Trouble Duration Intervals	Mean Time to Repair (Total)	R,U,T	POTS	Specials	Trunks
		Mean Time to Repair (Loop)	R,U	POTS		
		Mean Time to Repair (Central Office)	R,U	POTS		
		% Cleared w/in 24 Hours (Total)	R,U,T	POTS	Specials	Trunks
		% OOS > 2 Hours	T	Trunks		
		% OOS > 4 Hours	R,U,T	POTS	Specials	Trunks
		% OOS > 12 Hours	R,U,T	POTS	Trunks	
% OOS > 24 Hours		R,U,T	POTS	Specials	Trunks	
Maintenance Quality	% Repeat Reports w/in 30 Days	R,U,T	POTS	Specials	Trunks	
Network Perf.	Final Trunk Blockage	% Final Trunk Groups Exceeding Blocking (adj)	T	Trunks		
		% Final Trunk Groups Exc. Blocking (Total)	T	Trunks		
		# of Final Trunk Groups Blocked 2 Months	T	Trunks		
		# of Final Trunk Groups Blocked 3 Months	T	Trunks		
	Collocation	% On Time Response for Request (Physical)	C			
		% On Time Response for Request (Virtual)	C			
		Average Interval Completed (Physical)	C			
		Average Interval Completed (Virtual)	C			
		% On Time Completion (Physical)	C			
		% On Time Completion (Virtual)	C			
		Average Delay Days (Physical)	C			
		Average Delay Days (Virtual)	C			
Billing	Timeliness of DUF	% DUF in 3 Business Days	R & U comb.			
		% DUF in 4 Business Days	R & U comb.			
		% DUF in 5 Business Days	R & U comb.			
		% DUF in 8 Business Days	R & U comb.			
	Timeliness of Carrier Bill	Timeliness of Carrier Bill	R,U & T comb.			
DA	Answer time	Mean Time to Answer	R, U	POTS		
		Timeliness of DA Updates	R, U	POTS	Specials	
Misc	Compliance w/ Business Rules	Timeliness of Change Management Notices				
		Timeliness of Directory Review				
		Timeliness of Bona Fide Requests				

Key: R=Resale, U=UNE, T=Trunk, Complex=Complex Switched, Specials=4 Wire and Above, C=Collocation