

ORIGINAL

BELLSOUTH

EX PARTE OR LATE FILED

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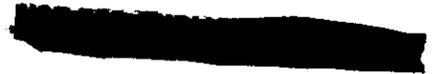
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MAR 15 2002

FEDERAL COMMUNICATIONS COMMISSION
OFFICE OF THE SECRETARY

March 15, 2002

WRITTEN EX PARTE



Mr. William Caton
Secretary
Federal Communications Commission
The Portals
445 12th Street, S.W.
Washington, D.C. 20554

Re: CC Docket No. 02-35

Dear Mr. Caton:

The attachments to this letter are responses to questions that Common Carrier Bureau staff posed during a meeting with BellSouth representatives on February 27, 2002 related to issues discussed in BellSouth's application. I am also sending a copy of these documents to James Davis-Smith of the Department of Justice's Telecommunications Task Force.

In accordance with Section 1.1206, I am filing two copies of this notice and the accompanying attachments and request that you place them in the record of the proceeding identified above. Thank you.

Sincerely,

Kathleen B. Levitz

No. of Congression's List #0000 012

Attachments

cc: Renee Crittendon
Pam Megna
Susan Pié
James Davis-Smith

Ian Dillner
Dennis Johnson
Aaron Goldberger
Daniel Shiman

1. Beyond those identified in AJV GA Tabs 34-37, are any changes to the SEEMs plan being considered? If so, describe.

Changes in SQM or SEEM that BellSouth has agreed to make as a part of the 6 month review.

BellSouth and the CLECs have agreed to eliminate the sub-metric Multiple or Differing FOC / Reject Responses Not Expected from the FOC and Reject Response Completeness measurement. There is no SEEM impact as this metric is not a part of SEEM.

BellSouth and the CLECs have also agreed to eliminate the ordering measurements that measure Percent Rejects, Reject Interval and FOC intervals only for LNP. These metrics would become part of other measurements of Percent Rejects, Reject Interval and FOC intervals for a number of products such as Resale and UNE. LNP will become another product disaggregation. The only SEEM impact results from moving these measurements from one measurement to another.

BellSouth and the CLECs have agreed to eliminate the Total Service Order Cycle Time measurement. There is no SEEM impact as this metric is not part of SEEM.

BellSouth has proposed that the SEEM plan include a measurement of Service Order Accuracy. The CLECs agree that Service Order Accuracy should be a part of SEEM. However, the structure of the measurement is not complete.

BellSouth and the CLECs have also agreed to eliminate the provisioning measurements that measure Percent Missed Installation Appointments and Total Service Order Cycle Time only for LNP. Missed Installation Appointments for LNP will become part of another Missed Installation Appointments measurement that includes Resale and UNE products. LNP will become another product disaggregation. The only SEEM impact is a move to the new sub-metric.

BellSouth and the CLECs have agreed to add two new billing measurements. Neither of these will be part of the SEEM plan.

BellSouth and the CLECs disagree on other modifications to the measurements, business rules, exclusions, retail analogs and benchmarks.

2. Please provide a redline draft of the current SEEMs plan (against what was included in the first proceeding?)

See the following files:

- Rq 2422_SEEM Redline.doc
- GA_SEEM Plan 030402.pdf (the current SEEM plan pending completion of the 6-month review)

3. Please discuss the relationship, if any, between the Georgia review and the Louisiana review of SEEMs.

Both the Georgia and Louisiana SEEMs plans are still undergoing their six month reviews before their respective state commissions. BellSouth does not know whether the recommendation from the Georgia Public Service Commission is likely to have an impact on the Louisiana Commission's recommendation. As stated above, however, BellSouth has agreed with CLECs to make some changes to the SQM and SEEMs plan as part of the six month review in Georgia. BellSouth agrees to make these same changes to the SQM and SEEMs plan in Louisiana.

BELLSOUTH'S

**SELF-EFFECTUATING
ENFORCEMENT
MECHANISM**

SEEM

**Service Performance Measurements
And Enforcement Mechanisms**

Version 2.1

Updated March 4, 2002

Administrative Plan

~~1.~~ Scope

~~1.~~ Scope

~~1.1~~ 1.1 "Commission") on January 12, 2001 and May 7, 2001, in Docket 7892-U.

~~1.2~~

All exhibits referred to in this plan are located on the BellSouth Performance Measurement Reports website at:

<https://pmap.bellsouth.com>

~~2.~~ Reporting

~~1.2~~

<https://pmap.bellsouth.com>

~~2.~~ Reporting

~~2.1~~ In providing services pursuant to the Interconnection Agreements between BellSouth and each CLEC, BellSouth will report its performance to each CLEC in accordance with BellSouth's ~~BellSouth's~~ SQMs and applicable SEEMs, which are posted on the Performance Measurement Reports website.

~~2.21.2~~

~~1.3~~ BellSouth will make performance reports available to EACH CLEC on a monthly basis. The reports will contain information collected in each performance category and will be available to EACH CLEC via the Performance Measurements Reports website. BellSouth will also provide electronic access to the raw data underlying the SQMs.

~~2.3~~

~~2.31.4~~ Preliminary SQM reports will be posted on the Performance Measurements Reports website by 8:00 A.M. EST on the 21st day of each month or the first business day after the 21st for the previous ~~month's~~ month's performance. Final validated SQM reports will be posted by 8:00 A.M. EST on the last day of the month. SQM reports not posted by this time will be considered late for SEEM purposes.

~~2.41.5~~ Preliminary SEEM reports will be posted on the Performance Measurements Reports website by 8:00 A.M. EST on the last day of each month or the first business day after the last day of the month for the previous ~~month's~~ month's performance. Final validated SEEM reports will be posted on the 15th of the month, following the final validated SQM report.

~~2.5~~ BellSouth shall pay penalties to the Commission, in the aggregate, for late or incomplete reports on the following progressive sliding scale:

~~1.6~~ scale:

| | |
|-----------------------|-----------------------------|
| 1-7 days | \$ 5,000 |
| 8-15 days | \$10,000 |
| 16-30 days | \$40,000 |
| 31 + days | \$ 5,000 per day |

3. Review of Measurements

| | | |
|-------|------|-----------------|
| 1-7 | days | \$5,000 |
| 8-15 | days | \$10,000 |
| 16-30 | days | \$40,000 |
| 31 + | days | \$5,000 per day |

2. Review of Measurements

1.3 3.1 modifications to the SQMs or the SEEMS. BellSouth will provide notice of all changes to the SQMs via the Performance Measurement Reports website. Begin

1.4 3.2 BellSouth

2. 4. Enforcement

4.1 Definitions

1.4 Definitions

1.4.1 4.1.1 Info

1.4.2 4.1.2 Info

1.4.3 4.1.3 Info

1.4.4 4.1.4 Test
incorporated herein by this reference.

1.4.5 4.1.5 Cell
services for residential customers, requiring a dispatch, in the same wire center, at a particular point in time. When determining compliance, these cells can have a positive or negative Test Statistic. See Exhibit C located on the Performance Measurements Reports website, incorporated herein by this reference.

1.4.6 4.1.6 Affected

~~4.1.7~~ 4.7 Delta is Delta - a measure of the meaningful difference between BellSouth performance and CLEC performance. For individual CLECs the Delta value shall be ~~.50~~ .50 and for the CLEC aggregate the Delta value shall be ~~.35~~ .35.

1.4.8 4.1.8 Parity

1.4.9 4.1.9 Tier

1.4.10 ~~4.1.10~~ Tier-2 Enforcement Mechanisms means Assessments

assessments paid directly to the Georgia Public Service Commission or its designee. Tier 2 Enforcement Mechanisms are triggered by three consecutive monthly failures in which BellSouth performance is out of compliance or does not meet the benchmarks for the aggregate of all CLEC data as calculated by BellSouth for a particular Tier-2 Enforcement Measurement Element.

- 1.4.11 ~~4.1.11~~ ~~Tier 3~~ Tier-3 Enforcement Mechanisms means the voluntary suspension of additional marketing and sales of long distance services triggered by excessive repeat failures of those specific submeasures as defined in Exhibit B located on the Performance Measurements Reports website, incorporated herein by this reference until BellSouth performance improves.

4.2 Application

1.5 Application

~~4.2.1~~ The application of the Tier-1, Tier-2, and Tier-3 Enforcement Mechanisms does not foreclose other legal and regulatory claims and remedies available to EACH CLEC.

1.5.2 ~~4.2.2~~ Enforcement Mechanisms to EACH CLEC shall be credited against any liability associated with or related to ~~BellSouth's~~ BellSouth's service performance.

Payme

1.5.3 ~~4.2.3~~ assessment imposed by the Commission.

It is no

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

1.5.4 regulation.

4.3 Methodology

1.6 Methodology

1.6.3 ~~4.3.1~~ Element in a given month. Enforcement Measurement Compliance is based upon a Test Statistic and Balancing Critical Value calculated by BellSouth utilizing BellSouth generated data. The method of calculation is set forth in Exhibit D located on the Performance Measurements Reports website, incorporated herein by this reference.

Tier-1

1.6.3.1 ~~4.3.1.1~~

Tier-

1.6.3.2 ~~4.3.1.2~~

Fee S

1.6.4 ~~4.3.2~~ months based upon a statistically valid equation calculated by BellSouth utilizing BellSouth generated data. The method of calculation is set forth in Exhibit D located on the Performance Measurements Reports website, incorporated herein by this reference.

Tier-2

1.6.4.2 ~~4.3.2.1~~

Tier-

1.6.4.3 ~~4.3.2.2~~

Fee S

~~4.3.3~~ Tier-3 Tier-3 Enforcement Mechanisms will be triggered by ~~BellSouth's~~ BellSouth's failure to achieve Enforcement Measurement Compliance or Enforcement Measurement Benchmarks for the State

for given Enforcement Measurement Elements for three consecutive months. The method of calculation for specified submeasures is identical to the method of calculation for Tier-2 Enforcement Mechanisms as described above. The specific submeasures which are the mechanism for triggering and removing a Tier-3 Enforcement Mechanisms are described in Exhibit B on the Performance Measurement Reports website, incorporated herein by this reference.

1.6.5 reference.

~~4.4~~ Payment of Tier-1 and Tier-2 Amounts

1.7 **Payment of Tier-1 and Tier-2 Amounts**

1.7.6 4.4.1 _____ If Bel
 final validated SEEM reports are posted on the Performance Measurements Reports website as set forth in Section 2.4 above.

1.7.7 4.4.2 _____ For ea

1.7.8 4.4.3 _____ For ea

1.7.9 4.4.4 _____ If a C
 provide the CLEC written findings within thirty (30) days after receipt of the claim. If BellSouth determines the CLEC is owed additional amounts, BellSouth shall pay the CLEC such additional amounts within thirty (30) days after its findings along with 6% simple interest per annum.

1.7.10 4.4.5 _____ BellS
 the Billing Attachment of the Interconnection Agreement.

4.4.6 At the end of each calendar year, BellSouth will have its independent auditing and accounting firm certify that the results of all Tier-1 and Tier-2 Enforcement Mechanisms were paid and accounted for in accordance with Generally Accepted Account Principles (GAAP).

1.7.11 (GAAP).

| | | |
|---|--|-------------|
| 1.8 | 4.5 | Limi |
| 1.8.7 | 4.5.1 | BellS |
| shall provide each CLEC with reasonable notice of such acts or omissions and provide each CLEC any such supporting documentation. | | |
| 1.8.8 | 4.5.2 | BellS |
| 4.5.3 | BellSouth shall not be obligated to pay Tier-1 Enforcement Mechanisms or Tier-2 Enforcement Mechanism for non-compliance with a performance measurement if such non-compliance was the result of any of the following: a Force Majeure event as set forth in the General Terms and Conditions of the Interconnection Agreement between BellSouth and each CLEC; an act or omission by a CLEC that is contrary to any of its obligations under its Interconnection Agreement with BellSouth; an act or omission by a CLEC that is contrary to any of its obligations under the Act, Commission rule, or state law; an act or omission associated with third-party systems or equipment. | |
| 1.8.9 | <u>equipment.</u> | |
| 1.9 | 4.6 | <u>Enfo</u> |
| 1.9.8 | 4.6.1 | BellS |
| 1.9.9 | 4.6.2 | If pro |
| 4.6.3 | 1.9.10 If BellSouth's BellSouth's payment of Tier-1 and Tier-2 Enforcement Mechanisms would have exceeded the cap referenced in this plan, a CLEC may commence a proceeding with the Commission to demonstrate why | |
| BellSouth should pay any amount in excess of the cap. Each CLEC shall have the burden of proof to demonstrate why, under the circumstances, BellSouth should have additional liability. | | |
| <u>liability.</u> | | |
| 4.7 | <u>Audits</u> | |
| 1.9.11 | | |
| 1.10 | Audits | |
| 4.7.1 | 1.10.9 All auditing provisions of the Interconnection Agreement between BellSouth and each CLEC shall remain in full force and <u>effect</u> . | |
| 4.7.2 | If requested by the Commission or a CLEC invoking its contractual audit rights, BellSouth will undergo a comprehensive audit of the aggregate level reports for BellSouth and the CLECs for each of the next five (5) years (2001-2005), to be conducted by an independent third party. The results of the audit will | |

be made available to all parties subject to a confidentiality agreement.

An aggregate level audit includes the ~~following:~~

following:

1.

1. Costs of all audits shall be borne 50% by BellSouth and 50% by a CLEC or CLECs;

~~2.2.~~ The independent third party auditor shall be selected by mutual agreement of BellSouth and the Commission with input from the CLEC or CLECs;

~~3.1.10.10.3.~~ BellSouth, the Commission and the CLEC or CLECs shall determine the scope of the ~~audit.~~
audit.

| | | |
|---------|-------|-------|
| 1.11 | 4.8 | Disp |
| 1.11.10 | 4.8.1 | Notwi |

~~APPENDIX A~~

Appendix A: Fee Schedule

TABLE-1: LIQUIDATED DAMAGES TABLE FOR TIER-1 MEASURES

| PER AFFECTED ITEM | | | | | | |
|--------------------------|---------|---------|--------|--------|---------|---------|
| | Month-1 | Month-2 | Month3 | Month4 | Month-5 | Month-6 |

1. _____

Table-1: Liquidated Damages For Tier-1 Measures (Per Affected Item)

| Performance Measurement | Month 1 | Month 2 | Month3 | Month4 | Month 5 | Month 6 |
|--|----------------|----------------|---------------|---------------|----------------|----------------|
| Pre-Ordering | \$20 | \$30 | \$40 | \$50 | \$60 | \$70 |
| Ordering | \$40 | \$50 | \$60 | \$70 | \$80 | \$90 |
| Provisioning | \$100 | \$125 | \$175 | \$250 | \$325 | \$500 |
| Provisioning UNE (Coordinated Customer Conversions) | \$400 | \$450 | \$500 | \$550 | \$650 | \$800 |
| Maintenance and Repair | \$100 | \$125 | \$175 | \$250 | \$325 | \$500 |
| Maintenance and Repair UNE | \$400 | \$450 | \$500 | \$550 | \$650 | \$800 |
| LNP | \$150 | \$250 | \$500 | \$600 | \$700 | \$800 |
| Billing | \$1.00 | \$1.00 | \$1.00 | \$1.00 | \$1.00 | \$1.00 |
| IC Trunks | \$100 | \$125 | \$175 | \$250 | \$325 | \$500 |
| Collocation | \$5,000 | \$5,000 | \$5,000 | \$5,000 | \$5,000 | \$5,000 |

TABLE-2: REMEDY PAYMENTS FOR TIER-2 MEASURES

| | |
|--|--------------------------|
| | Per Affected Item |
|--|--------------------------|

2. **Table-2: Remedy Payments For Tier-2 Measures**

| Performance Measurement | Per Affected Item |
|--|--------------------------|
| OSS | |
| Pre-Ordering | \$20 |
| OSS/Pre-Ordering | \$20 |
| Ordering | \$60 |
| Provisioning | \$300 |
| Provisioning-UNE (Coordinated Customer Conversions) | \$875 |
| Provisioning-UNE (Coordinated Customer Conversions) | \$875 |
| Maintenance and Repair | \$300 |
| Maintenance and Repair-UNE | \$875 |
| Billing | \$1.00 |
| LNP | \$500 |
| IC Trunks | \$500 |

| | |
|-------------------|----------|
| Collocation | \$15,000 |
| Change Management | \$1,000 |

~~APPENDIX B~~

~~SEEM Sub-Metrics~~

SEEM TIER 1 SUB-METRICS

~~Loop Makeup—Response Time—Manual~~
~~Loop Makeup—Response Time—Electronic~~
~~Acknowledgement Message Timeliness~~
~~Aeknowledgement Message Completeness~~
~~Percent Flow Through Service Requests (Detail)~~
~~Reject Interval~~
~~Firm Order Confirmation Timeliness~~
~~Firm Order Confirmation and Reject Response Completeness—Fully
Mechanized~~
~~Percent Missed Installation Appointments—Resale POTS~~
~~Percent Missed Installation Appointments—Resale Design~~
~~Percent Missed Installation Appointments—UNE Loop and Port
Combinations~~
~~Percent Missed Installation Appointments—UNE Loops~~
~~Percent Missed Installation Appointments—UNE xDSL~~
~~Percent Missed Installation Appointments—UNE Line Sharing~~
~~Percent Missed Installation Appointments—Local IC Trunks~~
~~Average Completion Interval—Resale POTS~~
~~Average Completion Interval—Resale Design~~
~~Average Completion Interval—UNE Loop and Port Combinations~~
~~Average Completion Interval—UNE Loops~~
~~Average Completion Interval—UNE xDSL~~
~~Average Completion Interval—UNE Line Sharing~~
~~Average Completion Interval—Local IC Trunks~~
~~Coordinated Customer Conversions Interval—Unbundled Loops~~
~~Coordinated Customer Conversions—Hot Cut Timeliness % within
interval—UNE Loops~~
~~Coordinated Customer Conversions—% Provisioning Troubles Received
within 7 days of a completed service order—UNE Loops~~
~~Cooperative Acceptance Testing—% of xDSL Loops Tested~~
~~% Provisioning Troubles within 30 days of Service Order Completion—
Resale POTS~~
~~% Provisioning Troubles within 30 days of Service Order Completion—
Resale Design~~
~~% Provisioning Troubles within 30 days of Service Order Completion—
UNE Loop and Port Combinations~~
~~% Provisioning Troubles within 30 days of Service Order Completion—
UNE Loops~~
~~% Provisioning Troubles within 30 days of Service Order Completion—
UNE xDSL~~
~~% Provisioning Troubles within 30 days of Service Order Completion—
UNE Line Sharing~~

SEEM TIER 1 SUB-METRICS

CONTINUED

~~% Provisioning Troubles within 30 days of Service Order Completion—
Local IC Trunks~~
LNP—Percent Missed Installation Appointments—LNP
LNP—Average Disconnect Timeliness Interval—LNP
Missed Repair Appointments—Resale POTS
Missed Repair Appointments—Resale Design
Missed Repair Appointments—UNE Loop and Port Combinations
Missed Repair Appointments—UNE Loops
Missed Repair Appointments—UNE xDSL
Missed Repair Appointments—UNE Line Sharing
Missed Repair Appointments—Local IC Trunks
Customer Trouble Report Rate—Resale POTS
Customer Trouble Report Rate—Resale Design
Customer Trouble Report Rate—UNE Loop and Port Combinations
Customer Trouble Report Rate—UNE Loops
Customer Trouble Report Rate—UNE xDSL
Customer Trouble Report Rate—UNE Line Sharing
Customer Trouble Report Rate—Local IC Trunks
Maintenance Average Duration—Resale POTS
Maintenance Average Duration—Resale Design
Maintenance Average Duration—UNE Loop and Port Combinations
Maintenance Average Duration—UNE Loops
Maintenance Average Duration—UNE xDSL
Maintenance Average Duration—UNE Line Sharing
Maintenance Average Duration—Local IC Trunks
~~% Repeat Troubles within 30 days—Resale POTS~~
~~% Repeat Troubles within 30 days—Resale Design~~
~~% Repeat Troubles within 30 days—UNE Loop and Port Combinations~~
~~% Repeat Troubles within 30 days—UNE Loops~~
~~% Repeat Troubles within 30 days—UNE xDSL~~
~~% Repeat Troubles within 30 days—UNE Line Sharing~~
~~% Repeat Troubles within 30 days—Local IC Trunks~~
Invoice Accuracy
Mean Time to Deliver Invoices
Usage Data Delivery Accuracy
Trunk Group Performance—CLEC Specific
Collocation Percent of Due Dates Missed

SEEM-TIER 2 SUB-METRICS

~~Average Response Time—Pre-Ordering/Ordering~~
~~Interface Availability—Pre-Ordering/Ordering~~
~~Interface Availability—Maintenance & Repair~~
~~Loop Makeup—Response Time—Manual~~
~~Loop Makeup—Response Time—Electronic~~
~~Acknowledgement Message Timeliness—EDI~~
~~Acknowledgement Message Timeliness—TAG~~
~~Acknowledgement Message Completeness—EDI~~
~~Acknowledgement Message Completeness—TAG~~
~~Percent Flow-through Service Requests (Summary)~~
~~Reject Interval~~
~~Firm Order Confirmation Timeliness~~
~~Firm Order Confirmation and Reject Response Completeness—Fully
Mechanized~~
~~Percent Missed Installation Appointments—Resale POTS~~
~~Percent Missed Installation Appointments—Resale Design~~
~~Percent Missed Installation Appointments—UNE Loop and Port
Combinations~~
~~Percent Missed Installation Appointments—UNE Loops~~
~~Percent Missed Installation Appointments—UNE xDSL~~
~~Percent Missed Installation Appointments—UNE Line Sharing~~
~~Percent Missed Installation Appointments—Local IC Trunks~~
~~Average Completion Interval—Resale POTS~~
~~Average Completion Interval—Resale Design~~
~~Average Completion Interval—UNE Loop and Port Combinations~~
~~Average Completion Interval—UNE Loops~~
~~Average Completion Interval—UNE xDSL~~
~~Average Completion Interval—UNE Line Sharing~~
~~Average Completion Interval—Local IC Trunks~~
~~Coordinated Customer Conversions Interval—Unbundled Loops~~
~~Coordinated Customer Conversions—Hot Cut Timeliness—% within
interval—UNE Loops~~
~~Coordinated Customer Conversions—% Provisioning Troubles Received
within 7 days of a completed service order—UNE Loops~~
~~Cooperative Acceptance Testing—% xDSL Loops Tested~~
~~% Provisioning Troubles within 30 days of Service Order Completion—
Resale POTS~~
~~% Provisioning Troubles within 30 days of Service Order Completion—
Resale Design~~
~~% Provisioning Troubles within 30 days of Service Order Completion—
UNE Loop and Port Combinations~~
~~% Provisioning Troubles within 30 days of Service Order Completion—
UNE Loops~~

SEEM TIER 2 SUB METRICS
CONTINUED

~~% Provisioning Troubles within 30 days of Service Order Completion—
UNE xDSL~~
~~Provisioning Troubles within 30 days of Service Order Completion—UNE
Line Sharing~~
~~% Provisioning Troubles within 30 days of Service Order Completion—
Local IC Trunks~~
~~LNP—Percent Missed Installation Appointments~~
~~LNP—Average Disconnect Timeliness Interval~~
~~Missed Repair Appointments—Resale POTS~~
~~Missed Repair Appointments—Resale Design~~
~~Missed Repair Appointments—UNE Loop and Port Combinations~~
~~Missed Repair Appointments—UNE Loops~~
~~Missed Repair Appointments—UNE xDSL~~
~~Missed Repair Appointments—UNE Line Sharing~~
~~Missed Repair Appointments—Local IC Trunks~~
~~Customer Trouble Report Rate—Resale POTS~~
~~Customer Trouble Report Rate—Resale Design~~
~~Customer Trouble Report Rate—UNE Loop and Port Combinations~~
~~Customer Trouble Report Rate—UNE Loops~~
~~Customer Trouble Report Rate—UNE xDSL~~
~~Customer Trouble Report Rate—UNE Line Sharing~~
~~Customer Trouble Report Rate—Local IC Trunks~~
~~Maintenance Average Duration—Resale POTS~~
~~Maintenance Average Duration—Resale Design~~
~~Maintenance Average Duration—UNE Loop and Port Combinations~~
~~Maintenance Average Duration—UNE Loops~~
~~Maintenance Average Duration—UNE xDSL~~
~~Maintenance Average Duration—UNE Line Sharing~~
~~Maintenance Average Duration—Local IC Trunks~~
~~% Repeat Troubles within 30 days—Resale POTS~~
~~% Repeat Troubles within 30 days—Resale Design~~
~~% Repeat Troubles within 30 days—UNE Loop and Port Combinations~~
~~% Repeat Troubles within 30 days—UNE Loops~~
~~% Repeat Troubles within 30 days—UNE xDSL~~
~~% Repeat Troubles within 30 days—UNE Line Sharing~~
~~Repeat Troubles within 30 days—Local IC Trunks~~
~~Invoice Accuracy~~
~~Mean Time to Deliver Invoices~~
~~Usage Data Delivery Accuracy~~

SEEM TIER 2 SUB METRICS
CONTINUED

Trunk Group Performance—Aggregate

~~Collocation Percent of Due Dates Missed~~
~~Timeliness of Change Management Notices~~
~~Timeliness of Documents Associated with Change~~

SEEM TIER 3 SUB-METRICS

~~Percent Missed Installation Appointments—Resale POTS~~
~~Percent Missed Installation Appointments—Resale Design~~
~~Percent Missed Installation Appointments—UNE Loop~~
~~Percent Missed Installation Appointments—UNE Loop & Port Combo~~
~~Percent Missed Installation Appointments—UNE xDSL (ADSL, HDSL, UCL)~~
~~Percent Missed Installation Appointments—UNE Line Sharing~~
~~Percent Missed Installation Appointments—Interconnection Trunks~~
~~Average Completion Interval (OCI) & Order Completion Interval Distribution—Resale POTS~~
~~Average Completion Interval (OCI) & Order Completion Interval Distribution—Resale Design~~
~~Average Completion Interval (OCI) & Order Completion Interval Distribution—UNE Loop & Port Combo~~
~~Average Completion Interval (OCI) & Order Completion Interval Distribution—UNE xDSL (ADSL, HDSL, UCL)~~
~~Average Completion Interval (OCI) & Order Completion Interval Distribution—UNE Line Sharing~~
~~Average Completion Interval (OCI) & Order Completion Interval Distribution—Interconnection Trunks~~
~~Missed Repair Appointments—Resale POTS~~
~~Missed Repair Appointments—Resale Design~~
~~Missed Repair Appointments—UNE Loop + Port Combo~~
~~Missed Repair Appointments—UNE Loops~~
~~Missed Repair Appointments—UNE xDSL~~
~~Missed Repair Appointments—UNE Line Sharing~~
~~Missed Repair Appointments—Interconnection Trunks~~
~~Invoice Accuracy~~
~~Mean Time To Deliver Invoices~~
~~Trunk Group Performance—Aggregate~~
~~Collocation Percent of Due Dates Missed~~
~~Timeliness of Change Management Notices~~
~~Timeliness of Documents Associated with Change~~

~~APPENDIX C~~
~~Statistical Methodology~~