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January 10, 2005

BY ELECTRONIC FILING

Ms. Blanca Bayó, Director
The Commission Clerk and Administrative Services
Room 110, Easley Building
Florida Public Service Commission
2540 Shumard Oak Blvd.
Tallahassee, Florida 32399-0850

Re: Docket No. 000121A-TP

Dear Ms. Bayó:

Attached please find the CLEC Coalition's Response to BellSouth's December 6, 2004 Filing in the above-referenced docket. Pursuant to the Commission's Electronic Filing Requirements, this version should be considered the official copy for purposes of the docket file. Copies of this document will be served on all parties via electronic and U.S. Mail.

Thank you for your assistance with this filing.

Sincerely yours,

s/ Tracy W. Hatch

Tracy W. Hatch

TWH/scd
Attachment
cc: Parties of Record

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the CLEC's Reply was served by electronic and U.S. Mail this 10th day of January 2005 to the following:

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s/ Tracy W. Hatch

Tracy W. Hatch

CLEC Response to BellSouth's December 6, 2004 Filing

Measure	CLEC Agree/Disagree and Rationale
OSS Response Interval	<p>Title: See note 1. Retain as OSS-1. CLECS agree with name.</p> <p>Definition: CLECs agree.</p> <p>Exclusions: CLECs agree.</p> <p>Business Rules: CLECs can agree, subject to outcome of calculation issues (including % within 10 seconds).</p> <p>Calculation: CLECs agree with Pre-Order Calculation. CLECs disagree with M&R % within 10 seconds. It should be average just as Pre-Order calculation. Additionally, if you have common business rules, why do you need differing calculation terminology?</p> <p>Report Structure: CLECs disagree with M&R % within interval. Are bullets improperly aligned?</p>
OSS Interface Availability	<p>Title: See note 1. Retain as OSS-2 `CLECs agree with name.</p> <p>Definition: CLECs agree.</p> <p>Exclusions: CLECs agree.</p> <p>Business Rules: CLECs disagree with BellSouth's removal of Loss of functionality outages. CLECs disagree with removal of references to scheduled maintenance.</p> <p>Calculation: CLECs disagree with BellSouth's removal of Loss of functionality outages. Leave calculation as is.</p> <p>Report Structure: CLECs agree.</p>
UNE Bulk Migration Scheduler Availability	<p>Title: See Note 1. CLECs OK with name.</p> <p>Definition: CLECs agree.</p> <p>Exclusions: CLECs agree.</p> <p>Business Rules: CLECs disagree. In first sentence, why is ordering included? For description beyond first sentence use same business rules recommended by CLECs for other OSS Availability measure. (OSS-2)</p> <p>Calculation: Use same business rules recommended by</p>

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	<p>CLECs for other OSS Availability measure. (OSS-2)</p> <p>Report Structure: CLECs agree.</p>
Held Order Interval	<p>Title: See Note1. CLECs agree with Name.</p> <p>Definition: CLECs agree to changes.</p> <p>Exclusions: CLECs agree to changes.</p> <p>Business Rules: CLECs agree to all changes except for the omission of type of held order. This is useful information and should not represent a burden to BellSouth as it is already reporting this information.</p> <p>Calculation: CLECs agree to changes.</p> <p>Report Structure: CLECs agree to changes as they appear to be consistent with Staff disaggregation proposal.</p>
Jeopardy Notice Interval	<p>Title: See Note 1. CLECs agree with name. This is measure P2-A.</p> <p>Definition: CLECs agree with changes.</p> <p>Exclusions: CLECs agree to changes.</p> <p>Business Rules: CLECs agree to changes except: the deletion of description of dispatch order treatment, as this provides useful information, and use of the word "systems" unless includes fax transmissions. (If this report measures dispatch only, why do MSS reports include non-dispatch?)</p> <p>Calculation: CLECs agree to changes except for addition of "electronic only".</p> <p>Report Structure: CLECs disagree. Non-mechanized should continue to be included as separate report because a different process is used. (BellSouth's rationale does not match calculation.)</p> <p>Why do current non-mechanized jeopardy reports indicate diagnostic instead of the 48 hour benchmark?</p>
P-2B Percentage of Orders Given Jeopardy Notices	<p>This measure (except for the second calculation, which was moved to P-2A), was omitted by BellSouth and should be</p>

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	reinstated.
% Missed Installation Appointments	<p>Title: See Note 1. CLECS agree with name</p> <p>Definition: Agree with changes except "date" needs to remain plural.</p> <p>Exclusions: CLECs disagree to the changes to canceled orders (see August 27, 2004 comments) CLECs will agree with the deletion of end-user misses, subject to the inclusion of the language into the business rules section provided below. CLECs agree to the remainder of the changes.</p> <p>Business Rules: The business rules should be as follows; All completed service orders are considered met, unless the missed appointment code is due to BellSouth caused reasons. Further, if a "no access" occurs any time other than the committed date and time, the order will be coded as a missed appointment for BellSouth caused reasons. (Also see CLEC August 27, 2004 comments)</p> <p>Calculation: CLECs agree</p> <p>Report Structure: CLECs disagree. Dispatch and non-dispatch should be reported separately.</p>
Order Completion Interval	<p>Title: See Note 1. CLECS agree to name.</p> <p>Definition: CLECs agree to changes.</p> <p>Exclusions: CLECs agree to changes.</p> <p>Business Rules: CLECs disagree with the change to business days only. Such as change is unnecessary as this is a parity measure and L coded orders are already excluded. CLECs agree to other changes.</p> <p>Calculation: CLECs agree with changes.</p> <p>Report Structure: CLECs agree with changes.</p>
Average Completion Notice Interval	<p>Title: See Note 1.</p> <p>Definition: CLECs agree to changes.</p> <p>Exclusions: CLECs agree to changes.</p>

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	<p>Business Rules: CLECs agree to changes.</p> <p>Calculation: CLECs agree to changes.</p> <p>Report Structure: CLECs agree to changes.</p>
<p>Percent Missed Repair Appointments</p>	<p>Title: See Note 1. CLECs agree to name.</p> <p>Definition: CLECs agree to changes.</p> <p>Exclusions: CLECs disagree to changes excluding troubles outside BellSouth's control for the following reasons:</p> <ol style="list-style-type: none"> 1. This is a parity measure, not a benchmark, and therefore BellSouth is not penalized if it does not provide discriminatory service. 2. Permitting this exclusion allows BellSouth to discriminate in favor of its own customers when both retail and wholesale customers are affected by the same service issue. 3. Troubles caused by customer or CLEC equipment are already excluded. <p>Business Rules: CLECs disagree with the "no access language" and propose it be replaced with "If no access occurs after the commitment time, the report is flagged a 'missed appointment'. If no access occurs before the commitment time, the report is considered a "made appointment."</p> <p>Calculation: CLECs agree to changes.</p> <p>Report Structure: CLECs agree to changes.</p>
<p>Out of Service > 24 Hours</p>	<p>Title: See Note 1.</p> <p>Definition: CLECs agree to changes.</p> <p>Exclusions: CLECs disagree to changes excluding troubles outside BellSouth's control for the following reasons:</p> <ol style="list-style-type: none"> 1. This is a parity measure, not a benchmark, and therefore BellSouth is not penalized if it does not provide discriminatory service. 2. Permitting this exclusion allows BellSouth to discriminate in favor of its own customers when both retail and wholesale customers are affected by the same service issue. 3. Troubles caused by customer or CLEC equipment are already excluded.

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	<p>Business Rules: CLECs agree with changes.</p> <p>Calculation: No changes</p> <p>Report Structure: No changes</p>
<p>Invoice Accuracy</p>	<p>Title: See Note 1.</p> <p>Definition: CLECs agree to changes.</p> <p>Exclusions: CLECs disagree with changes (See August 27, 2004 comments.</p> <p>Business Rules: CLECs agree to changes.</p> <p>Calculation: CLECs agree to changes.</p> <p>Report Structure: CLECs agree to changes</p>
<p>Percent Billing Adjustment Requests (BAR) Responded to Within 45 Business Days</p>	<p>Title: CLECs agree to changes.</p> <p>Definition: CLECs agree.</p> <p>Exclusions: CLECs agree.</p> <p>Business Rules: CLECs do not understand first change and disagree with the second change. The number of adjustments disputed by BellSouth is useful information, and is currently being reported.</p> <p>Calculation: CLECs agree with changes in heading and item a. CLECs disagree with changes in item b. The numerator should be a sub-set of the denominator, therefore item (b) should be "Total number of BAR responses due or past due in the reporting period."</p> <p>Report Structure: CLECs agree.</p>
<p>Average Answer Time</p>	<p>CLECs believe that implementing this combined measure as the sole reporting process is premature, and should not be implemented until BellSouth's processes have changed for its centers. As centers convert, they could be reported under this measure. However, those centers which have not converted should continue to be reported under the existing</p>

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	<p>measures, O-12 and M&R-6. With those conditions, following are CLEC comments on proposed measure</p> <p>Title: See Note 1. CLECs agree with name "Speed of Answer.</p> <p>Definition: CLECs agree.</p> <p>Exclusions: CLECs agree.</p> <p>Business Rules: CLECs agree.</p> <p>Calculation: CLECs agree.</p> <p>Report Structure: CLECs agree.</p>
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Note 1- As addressed in previous comments, CLECS strongly prefer that the title of the measure continue to include the existing numbering scheme, e.g. P-4, rather than replace with initials or acronym as proposed by BellSouth. CLECs further recommend that if a measure is deleted, the numbers be retained but not used, e.g. P-6. Therefore any new provisioning measure would be assigned the next available number, i.e. P-14.