BELLSOUTH

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OFFICE OF THE
EXECUTIVE SECRETARY

February 21, 2001

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VIA HAND DELIVERY

David Waddell, Executive Secretary
Tennessee Regulatory Authority
460 James Robertson Parkway
Nashville, TN 37238

Re: *Petition for Interconnection Arbitration by DIECA Communications, Inc. d/b/a Covad Communications Company, Inc. Against BellSouth Telecommunications, Inc.*
Docket No. 00-01130

Dear Mr. Waddell:

Enclosed are the original and thirteen copies of the parties' Joint Issues Matrix. A copy has been provided to counsel of record for Covad.

Very truly yours,

Guy M. Hicks

GMH:ch
Enclosure

248303

BEFORE THE TENNESSEE REGULATORY AUTHORITY
Nashville, Tennessee

In Re: ***Petition for Interconnection Arbitration by DIECA Communications, Inc. d/b/a Covad Communications Company, Inc. Against BellSouth Telecommunications, Inc.***

Docket No. 00-01130

JOINT ISSUES MATRIX

ISSUE	COVAD POSITION	BELLSOUTH POSITION
General Terms and Conditions		
Issue 1: What limitations of liability, if any, should be included in the Parties' Interconnection Agreement? [¶ 8.3.1]	Covad should be able to recover damages for material breaches of contract as well as for willful conduct. Under BellSouth's proposed language, if BellSouth intentionally provides Covad with discriminatory access to loops, Covad's remedy for "any loss, cost, claim, injury, or liability or expense" would be "limited to a credit" for the actual cost of the services not performed. Such a situation would potentially work to severely restrict Covad's ability to sue for and recover its actual, compensatory, consequential and punitive damages from breaches of the Agreement before this Authority.	This issue is not the appropriate subject of arbitration and the TRA should not hear it in this proceeding. Each party's liability to the other arising out of any negligent act or omission, whether in contract or tort, should be limited to a credit for the actual cost of the services or functions not performed or improperly performed. BellSouth is willing to exclude from this limitation losses resulting from gross negligence or intentional misconduct.
Issue 2: What should BellSouth's obligations be under this Inter-connection Agreement in the event that	Covad requests that BellSouth provide information before, during and after a strike to ensure that BellSouth meets its	This issue is not the appropriate subject of arbitration and the TRA should not hear this issue in this proceeding.

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BellSouth's workforce, or the workforce of its suppliers and vendors, engage in a work stoppage? [¶ 14.2]	legal obligations during such a strike.	BellSouth will provide interconnection and access to unbundled network elements on a nondiscriminatory basis during any work stoppage. BellSouth will not consult with Covad before, during, and after a strike or otherwise give Covad preferential treatment.
Issue 3: Should there be a limitation on a CLEC's right to opt-in to an existing interconnection agreement that has only six months remaining before it expires? [¶ 15]	No. Covad is entitled to opt-in to any CLEC's interconnection agreement at any time as provided by FCC Rules. Since most BellSouth Interconnection Agreements have a two year or 24 month term, BellSouth's proposal reduces by 25% Covad's ability to opt into other CLEC agreements and thus arbitrarily curtails Covad's right to "pick and choose."	A CLEC should not be allowed to opt into an existing interconnection contract that has less than 6 months to run before it expires. BellSouth's position is completely consistent with FCC Rule 51.809 (c), which requires that interconnection agreements be available for opt-in by other CLECs only "for a reasonable period of time after the approved agreement is available for public inspection
Attachment 1 (Resale)		
Issue 4: Is Covad entitled to receive a discount on services it purchases from BellSouth but does not resell to an end user, including services that it purchases for its own use? [¶ 3.3.1]	Covad should be able to resell services to itself and to other wholesalers. BellSouth has proposed that Covad be precluded from receiving a resale price reduction for sales to other wholesale providers.	The 1996 Act does not require ILECs to make services available for resale at wholesale rates for parties who are purchasing service for their own use. Moreover, the FCC has clearly stated that advanced services sold to Internet Service Providers were not retail services subject to the discounted resale obligations of the 1996 Act.

ISSUE	COVAD POSITION	BELLSOUTH POSITION
Attachment 2 (Network Elements)		
Issue 5(a): What is the appropriate time BellSouth may take to provision an unbundled voice-grade loop, ADSL, HDSL or UCL for Covad? [¶ 2.1.7]	Covad has proposed a uniform and firm loop installation interval of 3 business days for these types of loops. A firm loop delivery interval will enable Covad to set customer expectations and deliver service that meets or exceeds those expectations. As a DSL provider, BellSouth's timely delivery of loops is critical to Covad's successful execution of its business plan. The Interconnection Agreement details the terms and conditions governing the delivery of DSL loops, and those terms should include a reasonable loop delivery interval. Although the determination of penalties regarding BellSouth's failed performance may be addressed in a performance measures docket, the establishment of loop delivery intervals is properly the subject of this arbitration to establish an Interconnection Agreement between BellSouth and Covad.	This is a performance measures issue and should be referred to Docket No. 00-00392. BellSouth will provide these facilities within 5-7 working days after an error-free local service request has been received and a Firm Order Confirmation (FOC) has been returned to Covad. Covad's proposed intervals should be rejected because Covad is not entitled, under the 1996 Act or the rules and regulations of the FCC, to have these network elements provisioned more rapidly than BellSouth makes these facilities available to itself or its affiliates.
Issue 5(b): What is the appropriate time BellSouth may take to provision an IDSL-compatible loop for Covad? [¶¶ 2.1.17.7, 2.1.13]	Covad believes that a firm installation interval for IDSL-Compatible Loops will make Covad's operations more efficient and will advance the public interest. Covad has proposed that in general BellSouth commit to providing IDSL-Compatible Loops within five calendar days of submission of an LSR. As a DSL provider, BellSouth's timely delivery of	This is a performance measures issue and should be referred to Docket No. 00-00392. BellSouth's interval for IDSL-Compatible loops, as for the loops addressed in Issue 5(a), is 5 to 7 days after the FOC is returned. The BellSouth proposal to provision these loops according to its

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	loops is critical to Covad's successful execution of its business plan. The Interconnection Agreement details the terms and conditions governing the delivery of DSL loops, and those terms should include a reasonable loop delivery interval. Although the determination of penalties regarding BellSouth's failed performance may be addressed in a performance measures docket, the establishment of loop delivery intervals is properly the subject of this arbitration to establish an Interconnection Agreement between BellSouth and Covad.	standard "service intervals" is appropriate. Covad's proposed interval is unreasonable.
Issue 5(c): What should be the appropriate interval for BellSouth to "de-condition" (i.e., remove load coils or bridged tap) loops requested by Covad? [¶ 2.2.1]	Covad has proposed that BellSouth de-condition loops within five business days of Covad's order. This interval for de-conditioning would be an additive to the installation intervals discussed in Issues 5(a) and (b) above. Covad believes these intervals are reasonable. As a DSL provider, BellSouth's timely delivery of loops (including loops that require conditioning) is critical to Covad's successful execution of its business plan. The Interconnection Agreement details the terms and conditions governing the conditioning of loops, and those terms should include a reasonable conditioning intervals. Although the determination of penalties regarding BellSouth's failed	This is a performance measures issue and should be referred to Docket No. 00-00392. BellSouth has proposed to Covad a sliding scale of relevant time frames based on the way the loops are provisioned. A number of the loops that Covad wishes to purchase from BellSouth must have certain characteristics in order to work properly. Typically, the loops must be "conditioned." A five-day interval for this work is clearly unreasonable. BellSouth's position is reasonable and nondiscriminatory.

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	performance may be addressed in a performance measures docket, the establishment of conditioning intervals is properly the subject of this arbitration to establish an Interconnection Agreement between BellSouth and Covad.	
Issue 6: Where a due date for the provisioning of a facility is changed by BellSouth after a Firm Order Confirmation has been returned on an order, should BellSouth reimburse Covad for any costs incurred as a direct result of the rescheduling? [¶¶ 2.1.7, 2.1.8]	Covad has proposed that BellSouth compensate Covad in the event BellSouth modifies (for example, the provisioning schedule) or cancels a Covad unbundled loop order, using the same rates that BellSouth would impose on Covad when Covad cancels or modifies an order. Covad is seeking to treat BellSouth in the same way that BellSouth proposes to treat Covad: when changes or modifications of an order cause one party to incur expenses, the other party should be responsible for payment of those expenses.	Covad's proposal is unreasonable. Covad is asking that BellSouth financially guarantee that the order will be provisioned on the original due date given. To do what Covad requests would result in additional costs being incurred in the ordering phase, prior to the FOC being returned to Covad. If Covad wants financial guarantees that the due date will not be missed, then the rates Covad pays for the services it wants will have to be adjusted to reflect BellSouth's assumption of those risks.
Issue 7: Should Covad be required to order and pay for a "designed" loop process each time that it orders an unbundled digital loop (ADSL, HDSL, UCL or IDSL-Compatible Loop)? [¶¶ 2.1.12, 2.1.17.1, 2.1.17.2, 2.1.17.3]	Covad needs only a simple, copper voice grade loop. No design process is necessary and Covad should not be forced to accept loop definitions that require Covad to buy a "designed" DSL loop. Covad asks that BellSouth's loop definitions for DSL loops remain as defined in the contract and the Technical Specifications in place on the date of Execution, rather than being subject to unilateral alteration by BellSouth.	BellSouth is currently attempting to develop a non-designed loop offering that can be used for digital services. This loop offering would include a way to mark or otherwise designate the loop as having to remain on the facilities on which it was originally placed, without going through the design process. Until that new loop offering is available, however, unless Covad orders a designed loop, BellSouth cannot insure that Covad's service will not

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		be moved from a loop that will support the service to a loop that will not.
Issue 8: When Covad reports a trouble on a loop where, after BellSouth dispatches a technician to fix the trouble, no trouble is found, should Covad pay for BellSouth's cost of the dispatch and testing? [¶¶ 2.1.14-16]	Covad proposes that BellSouth not charge when no trouble is found on the loop. In numerous instances, Covad is charged for dispatches on which "no trouble is found," only to have BellSouth later find and resolve the trouble. Moreover, Covad pays extraordinarily high recurring charges that are sufficient for all routine maintenance on the loops it orders.	Yes. When Covad causes BellSouth to dispatch a technician to test a loop that Covad has reported as having a problem, and no problem is found on BellSouth's facilities, Covad should pay BellSouth's expenses incurred as a result of the unnecessary dispatch.
Issue 9: What intervals should be adopted for the provision of information regarding dark fiber by BellSouth to Covad? [¶¶ 2.7.2.4, 2.7.4.5]	BellSouth should provide information regarding location, availability and performance of Dark Fiber within ten business days of Covad's request. The Interconnection Agreement between BellSouth and Covad sets forth terms and conditions for the provisioning of Dark Fiber. One of the terms should be the provisioning interval for this unbundled network element. Although the determination of penalties regarding BellSouth's failed performance may be addressed in a performance measures docket, the establishment of provisioning intervals is properly the subject of this arbitration to establish an Interconnection Agreement between BellSouth and Covad.	This is a performance measures issue and should be deferred to Docket No. 00-00392. BellSouth is required to provide this information in a nondiscriminatory manner, which it does. BellSouth's practice is to provide a written confirmation to a requesting CLEC within 10 business days after receiving a service inquiry for a records-based answer and 20 business days after receiving a service inquiry that requires a field-based answer, telling the CLEC whether dark fiber is available or not.

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Issue 10(a): Should Covad be required to pay for loop conditioning for loops less than 18,000 feet in length? [¶ 2.2.1]	No. A forward-looking network has no load coils or excessive bridged tap. Thus, under Federal pricing principles, BellSouth cannot recover for removing those impediments.	Yes. The Authority should allow BellSouth to recover for conditioning work. The FCC has specifically rejected Covad's position on this issue.
Issue 10(b): What should the rates be for conditioning a loop? [¶ 2.2.1]	The loop conditioning rates proposed by the Data Coalition in Docket 00-00544 as adopted by the Authority.	The TRA already has established interim rates for loop conditioning for loops less than 18,000 feet in length. See In re: Order Adopting Interim Rates, Docket No. 00-00544, November 7, 2000. The rates that the TRA approves in that docket should be the rates adopted in this proceeding.
Issue 11: What rate, if any, should Covad pay when it places a manual local service request, if there is no electronic ordering interface available? [¶ 2.9.1]	BellSouth should not be permitted to assess a manual charge until 90 days after it has provided an EDI for pre-ordering and ordering DSL loops, so that Covad will have sufficient time to test and develop its side of the electronic interface.	BellSouth should be permitted to charge Covad the approved rate for manual service orders in Tennessee when Covad places a manual local service request, regardless of whether an electronic interface is available.
Issue 12: Should Covad have to pay for a submitted LSR when it cancels an order because BellSouth has not delivered the loop in less than five business days? [¶ 2.9.3]	BellSouth should waive the LSR OSS charge if Covad cancels an LSR when BellSouth has failed to deliver a loop for five business days. BellSouth has proposed that it has the right to assess OSS cancellation charges as a provision of the Interconnection Agreement between Covad and BellSouth. Thus, BellSouth has waived the right to protest arbitration of this issue.	This is a performance measures issue and should be deferred to Docket No. 00-00392. BellSouth incurs a cost in working a local service request. If Covad, for some reason of its own, withdraws the request before it is finished, it should be Covad's burden to pay whatever charges are appropriate to reimburse BellSouth for the work done on Covad's behalf.

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Issue 13: What access should Covad or any CLEC have to BellSouth's loop make up information? [¶¶ 2.10.1.2, 2.10.1.3]	BellSouth should provide read-only access to all loop makeup information, as required by the FCC *UNE Remand Order*. BellSouth has only proposed that Covad have limited access to some of this information, by operation of a Loop Makeup Service Inquiry (LMUSI) process.	To enable CLECs to obtain detailed loop information, BellSouth has implemented a process, which provides CLECs with electronic access to the loop make-up information contained in LFACS, a "database" that contains information about every loop that exists in the BellSouth system. There are some loops in LFACS for which additional information may be required. For those loops Covad and other CLECs simply submit a manual service inquiry and BellSouth provides the requested loop make-up information manually.
Issue 14: When ordering an SL1 loop, should Covad be able to order and reserve a specific facility? [¶ 2.10.4.2]	The purpose of performing a loop makeup inquiry is to insure that a particular loop is capable of supporting DSL service. Once Covad has identified a particular loop for its service, Covad should be able to reserve and order that particular loop as a plain copper voice grade (SL1) loop. BellSouth currently prevents Covad to using loop makeup functionalities to accomplish this.	With this issue, Covad is attempting to obtain the benefits of an xDSL-capable loop but pay the price of the cheaper SL1 loop. BellSouth's LMUSI process was designed to provide CLECs with the ability to order xDSL-capable loops. BellSouth has no obligation to offer Covad the functionality it desires.
Issue 15: What should be the interval for installation in central offices of splitters necessary to implement line sharing? [¶ 2.11.2.2]	30 calendar days is a reasonable interval for the installation of a POTS splitter in the central office. Until such splitters are installed, Covad cannot provide a line shared service to customers served out of that central office. BellSouth should be required to install POTS splitters in a	This is a performance measures issue and should be deferred to Docket No. 00-00392. BellSouth is currently offering an interval of 42 calendar days to install splitters. That interval was originally agreed to by Covad

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	central office within 30 calendar days. The terms and conditions governing Line Sharing, including splitter installation, are included in the Interconnection Agreement between BellSouth and Covad. In fact, the existing Line Sharing Amendment between the parties sets forth an interval for splitter installation. Therefore, this issue is properly a part of this arbitration to establish a new Interconnection Agreement.	during the initial line sharing negotiations in Spring, 2000. BellSouth believes that the 42-day period that the parties originally agreed to is a more appropriate time interval, given that the splitters have to be ordered, received from the manufacturer, and then installed in the appropriate offices.
Issue 16: Where should the splitters be located in the central office? [¶ 2.11.2.6]	BellSouth should be required to install a POTS splitter on or within twenty five feet of the MDF in a central office. This is the most efficient network configuration for line sharing and minimizes the potential to degrade Covad's services.	The TRA should refer Issue No. 16 to Docket No. 00-00544 in order to avoid any inconsistency between the location of the splitters as established in this arbitration and the price of the splitters as established in the generic cost docket. Covad cannot dictate where splitters are located in BellSouth's central offices. Moreover, locating the splitters on the MDF is very inefficient due to the frame space that this approach requires. BellSouth believes that the splitters are more appropriately located in the common areas where the CLECs are collocated.
Issue 17: Should Covad be permitted to purchase splitters in increments of one splitter at a time? [¶ 2.11.2.11]	Covad would like the option of ordering ports a line-at-a-time. This would allow Covad to purchase only the amount of	The TRA should refer this issue to Docket No. 00-00544.

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	splitter space it needs. For BellSouth's own DSL service, splitter functionality is provisioned a port-at-a-time. Thus, BellSouth retail operations and customers are not required to buy splitter ports in bulks of 24 at-a-time.	BellSouth purchases splitter racks that come in units of 96 splitters. If Covad is permitted to order just one splitter, BellSouth must bear the cost of the other 95 splitters unless and until another CLEC orders the remainder of the splitters. Requiring the CLECs to order 24 splitters at a time shares this risk between BellSouth and the CLEC. Moreover, if CLECs are allowed to buy one splitter at a time, that means that the splitters of the different CLECs will be intermingled, which could present technical problems and possible service disruptions.
Issue 18: What should the provisioning interval be for the line sharing unbundled network element? [¶ 2.11.2.13]	The provisioning interval for the line-sharing UNE should eventually be twenty-four hours. Covad proposes a phase-in of this interval over several months. This interval provides ample time to do the minimal work required to provision a line shared loop. The terms and conditions governing line sharing, including the loop delivery interval, is already a part of the Line Sharing Amendment to the Interconnection Agreement between the parties, which has expired. Thus, line sharing loop delivery intervals are properly a part of the Interconnection Agreement between BellSouth and Covad and should be established in this arbitration.	This is a performance measures issue and should be deferred to Docket No. 00-00392. BellSouth owes Covad nondiscriminatory access to its unbundled network elements. It is not obligated to create special provisioning intervals for Covad. The current provisioning intervals for Covad and the other CLECs in Tennessee are comparable to the provisioning for BellSouth's own ADSL service, which is all that can be required of BellSouth.

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Issue 22: Should BellSouth test for data continuity as well as voice continuity both when provisioning and repairing line shared loops? [¶ 2.11.2.13.1]	Yes. This is necessary to insure that BellSouth has properly completed its provisioning of line shared loops.	BellSouth will test the continuity of the data wiring for Covad, which should resolve this issue.
Issue 23: Should Covad have access to all points on the line shared loop? [¶ 2.11.1.4]	Yes. This is necessary for Covad to be able to resolve troubles quickly on line shared loops. Covad is seeking test access to all points of the loop to insure that it can quickly identify and resolve customer effecting problems on a line shared loop.	BellSouth installs splitters and the cabling between the splitters and the MDF. Each splitter has a Bantam jack for testing. Covad can test the loop at the splitter, and if there is a problem, it can then issue a trouble ticket to BellSouth, and BellSouth will resolve the trouble, assuming the trouble is actually on BellSouth's loop.
Issue 24: Are the rates proposed by BellSouth for unbundled loops and line sharing compliant with TELRIC pricing?	Covad strongly believes that the rates proposed by BellSouth in Exhibit C to Attachment 2 are inconsistent with the FCC Pricing Rules, TELRIC, and the 1996 Act.	The TRA is reviewing BellSouth's cost methodology and cost calculations in Docket No. 97-01262 and Docket No. 00-00544. During these proceedings, BellSouth's costs for unbundled loops and line sharing were reviewed, and it is BellSouth's position that the rates resulting from those proceedings should apply here.
Attachment 4 (Physical Collocation)		
Issue 25: In the event Covad desires to terminate its occupation of a collocation space, and if there is a waiting list for space in that central office, should BellSouth notify the next CLEC on the waiting list to give that CLEC the opportunity to take that space as configured by Covad (such as racks,	Covad has proposed that when it gives BellSouth notice that it will vacate a collocation space, BellSouth should communicate (via e-mail or letter) to the next CLEC on the waiting list that the space will open up and ask whether the current space configuration is acceptable to the next CLEC. In this way, Covad will	No. BellSouth believes that it is not allowed to reveal the identity of CLECs who are seeking space in specific central offices, since many CLECs consider that information to be proprietary business information, and these CLECs presumably do not wish to tell their competitors where they intend to do business. If the TRA will

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Issue 19: Where electronic access to operational support systems for line sharing is not available, should BellSouth be allowed to charge a manual service ordering charge? [¶ 2.11.2.14]	No. BellSouth does not have an electronic OSS system in place for the line-sharing UNE. Covad objects to BellSouth's proposal to charge Covad a manual service order charge for pre-order, order, provisioning, maintenance and repair OSS functions. Covad believes it should not have to pay these manual charges just because BellSouth has not made an electronic interface available.	Yes. Electronic access to OSS for line sharing is available, therefore, Covad should not have to place manual orders. If Covad does place manual orders, Covad ought to pay a manual service ordering charge. These rates are based on the actual cost that BellSouth incurs when Covad places a manual local service request.
Issue 20: Should BellSouth be required to certify the functionality of the splitters that it has in place as well as the splitters that it places in service in the future? [¶ 2.11.2.5]	Yes. BellSouth has improperly installed numerous splitters to date, which has harmed Covad's ability to deploy line sharing.	BellSouth is currently performing tests on all new splitters to insure that they are working properly and is performing similar tests on installed splitters that are not currently in service. BellSouth has now enhanced its Metallic Loop Test (MLT) to allow the CLECs to view the splitter signature, which enables the CLEC to determine whether the splitter has been installed and is working.
Issue 21: Should BellSouth provide accurate service order completion notifications for line sharing orders? [¶ 2.11.2.3]	Yes. This information is crucial to the operation of Covad's business.	BellSouth agrees that it must provide accurate information to the CLECs when line sharing orders have been completed. BellSouth provides CLECs with a "line sharing COSMOS report" that provides the status of the CLEC's order. The CLEC simply has to check that report and it will be advised as to the current status of its order.

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conduits, etc.), thereby relieving Covad of its obligation to completely vacate the space? [¶ 4.3.2]	not unnecessarily incur the expense of removing cabling, bays, and racking when another CLEC is eager to occupy the space already prepared at Covad's expense.	direct BellSouth to do so, BellSouth will provide Covad with the identity of the CLEC that is next on the waiting list for the space Covad is vacating, so that Covad can approach that CLEC for the purpose of attempting to sell the equipment that Covad no longer needs.
Issue 26: Who should designate the point of demarcation? [¶ 5.4]	The current Interconnection Agreement between Covad and BellSouth provides, in Attachment 3, ¶ 3.4, that a "point-of-termination bay(s)" will designate the point(s) of interconnection" between Covad's equipment and network and BellSouth's network. Covad has proposed that this existing language be carrier-over to the new Agreement.	Nothing in the 1996 Act or the FCC Rules allows a CLEC to choose the point of demarcation on the ILEC's network. The right to designate the collocation site (that is, where within the BellSouth central office a given collocation arrangement will be located) and to designate where that collocation arrangement terminates falls squarely within BellSouth's responsibility and is essential if BellSouth is to control and manage the space within its central offices in the most efficient manner and to the benefit of all CLECs.
Issue 27: In the event that Covad contracts for collocation space in an office where there is a waiting list for space, but cancels its request for collocation before it has occupied the space, should Covad be liable to pay for the space preparation work that BellSouth has performed when either BellSouth or the next CLEC benefits	No. This issue is conceptually similar to Issue 25. If Covad cancels a collocation order prior to completion and BellSouth has already incurred some costs in providing that collocation space to Covad, Covad has requested that BellSouth transfer that work (such as a site preparation fee, engineering work or cabling) to the next CLEC that is on the	Yes. The next collocator has no obligation at all to pay for what has already been contracted for by the first collocator. Moreover, if the first collocator is contractually obligated to pay for the space, it is not clear what authority would exist to require the second collocator, who would normally have no such obligation, to make a payment. This problem may be

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from that work? [¶ 6.14]	waiting list for that central office.	alleviated by the fact that the industry is moving to standardized prices.
Issue 28: When should charges for collocated space begin? [¶¶ 7.1, 7.6]	Covad should not be required to pay space preparation recurring charges and floor space rental for collocation space until Covad affirmatively agrees that the space is commensurate with what Covad ordered.	Once the requested collocation space is finished, the CLEC is responsible for paying for the space unless there is a defect in the space that materially affects the CLEC's use of the space.
Issue 29: Should BellSouth be required to provide power cabling from the BDFB to Covad's collocation space? [¶¶ 7.7.1, 7.7.3]	Yes. This is work BellSouth should perform to provision the collocation space.	BellSouth will provide Covad with the option of having BellSouth provide the requested power cabling, which should settle this issue.
Issue 30: What rates should Covad pay for collocation?	Covad strongly believes that the rates set forth in Exhibit A to Attachment 4 are inconsistent with FCC Pricing Rules, TELRIC, and the Telecom Act. This Authority must set collocation rates based on TELRIC.	The rates that Covad should pay for collocation must be derived in accordance with the TELRIC costing principles adopted by the FCC and the TRA. The TRA is considering a number of collocations rates in Docket No. 97-01262 and Docket No. 00-00544. The results of those dockets should be applied here. For those elements necessary for collocation that were not considered in the referenced dockets, BellSouth will propose cost-based rates that should be approved in this proceeding.
Attachment 6 (Ordering&Provisioning)		
Issue 31: Should BellSouth resolve all loop "facilities" issues within thirty days	Yes. Covad believes that firm and predictable installation intervals would	This is a performance measures issue and should be deferred to Docket No. 00-

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of receiving a complete and correct local service request from Covad? [¶ 2.5.8]	result in better end-user customer service, would help detect breakdowns in BellSouth's provisioning systems, would expedite dispute resolution procedures, and would assist this Authority in examining BellSouth's compliance with the Section 271 checklist. The Interconnection Agreement between BellSouth and Covad governs the terms and conditions by which BellSouth provisions DSL loops to Covad, including orders which BellSouth cannot provision due to facilities problems. The terms governing resolution of facilities problems, including a set interval for such resolution, is properly the subject of the Interconnection Agreement and this arbitration to establish an Interconnection Agreement between the parties.	00392. BellSouth is only required to provide access to its unbundled network elements on a nondiscriminatory basis and it is doing that. Covad wants to order service where BellSouth has no facilities to provide the service. If there are no facilities, then Covad, like BellSouth, will have to wait until there are facilities available.
Attachment 7 (Billing and Billing Accuracy Certification)		
Issue 32: Should BellSouth send Covad both a paper and a duplicate electronic bill and in either instance, when should the bill be due? [¶ 1.4-1.5]	Yes. Covad needs both a paper and electronic copy of the bill. Covad proposes that BellSouth provide electronic and paper bills within ten business days of the billing date. Payment of that bill would not be due until thirty days after Covad receives both copies of the bill.	BellSouth is willing to send Covad both a paper bill and an electronic bill. The bill will be due 30 days from the bill date, and the paper and electronic bills are generally rendered within 10 days of that bill date. Since Covad should receive the electronic bill almost instantaneously, Covad will have ample time from its receipt of the electronic bill to review and pay its bill.

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Issue 33: Billing Disputes		
Issue 33(a): Should Covad be required to pay amounts in dispute as well as late charges on such amounts? [¶¶ 1.7, 3.2]	This issue is resolved.	This issue is resolved.
Issue 33(b): How long should parties endeavor to resolve billing discrepancies? [¶¶ 2.3.1]	This issue is resolved.	This issue is resolved.
Attachment 11 (Disaster Recovery Plan)		
Issue 34: Should BellSouth's Network Management Center directly inform Covad's Network Management Center about all Abnormal Condition Reports that directly or indirectly affect the services or unbundled network elements purchased from BellSouth? [¶ 2.0]	Yes. BellSouth should directly inform Covad's Network Management Center in the event BellSouth becomes aware of an abnormal condition report that could affect Covad circuits or put Covad circuits, equipment or employees at risk.	BellSouth's Network Management Center will notify Covad's Network Management Center of network events occurring in BellSouth's switching network or interoffice facilities network where the problem could potentially impact service to Covad's local end users. BellSouth and Covad will have to work together to develop an operational understand of this notification will be accomplished. This would not apply, of course, to blockage occurring at engineered levels.
Issue 35: Should BellSouth notify Covad's Network Management Center when BellSouth's Emergency Control Center is activated or placed on alert? [¶ 3.0]	Yes. BellSouth's Emergency Control Center is designated in ¶ 3.0 as the coordinator of long term outages. If Covad is not informed that BellSouth's Emergency Control Center has been activated or placed on alert status, Covad's internal efforts to deal with the emergency may be delayed and subject to considerable confusion.	BellSouth agrees to provide the requested information. BellSouth and Covad will have to work together to develop an operation understanding of how this notification will be accomplished.

ISSUE	COVAD POSITION	BELLSOUTH POSITION
Issue 36: If an Abnormal Condition Report or disaster affects services or facilities provided to Covad, should BellSouth provide Covad documentation of that condition and perform a root cause analysis of that situation? [¶ 7.0]	Yes. Covad believes that BellSouth's Disaster Recovery Plan should include a post-disaster root cause analysis.	For network events that affect Covad, Covad may request and BellSouth will perform a root cause analysis and will provide the outcome of that analysis to Covad. BellSouth and Covad will have to work together to develop an operational understanding of how this will be accomplished.

CERTIFICATE OF SERVICE

I hereby certify that on February 21, 2001, a copy of the foregoing document was served on the parties of record, via the method indicated:

[ ] Hand
[X] Mail
[ ] Facsimile
[ ] Overnight

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