

Auto Clarification

The number of LSRs that were electronically rejected from LESOG and electronically returned to the CLEC for correction.

B**BFR:**

Bona Fide Request

BILLING

The process and functions by which billing data is collected and by which account information is processed in order to render accurate and timely billing.

BOCRIS

Business Office Customer Record Information System (Front-end to the CRIS database.)

BRI

Basic Rate ISDN

BRC

Business Repair Center – The BellSouth Business Systems trouble receipt center which serves business and CLEC customers.

BellSouth

BellSouth Telecommunications, Inc.

C**CABS**

Carrier Access Billing System

CCC

Coordinated Customer Conversions

CCP

Change Control Process

Centrex

A business telephone service, offered by local exchange carriers, which is similar to a Private Branch Exchange (PBX) but the switching equipment is located in the telephone company Central Office (CO).

CKTID

A unique identifier for elements combined in a service configuration

CLEC

Competitive Local Exchange Carrier

CLP

Competitive Local Provider = NC CLEC

CM

Change Management

CMDS

Centralized Message Distribution System - Telcordia administered national system used to transfer specially formatted messages among companies.

COFFI

Central Office Feature File Interface - Provides information about USOCs and class of service. COFFI is a part of DOE/SONGS. It indicates all services available to a customer.

COG

Corporate Gateway - Telcordia product designed for the electronic submission of xDSL Local Service Requests.

CRIS

Customer Record Information System - The BellSouth proprietary corporate database and billing system for non-access customers and services.

CRSACCTS

CRIS software contract for CSR information

CRSG

Complex Resale Support Group

C-SOTS

CLEC Service Order Tracking System

CSR

Customer Service Record

CTTG

Common Transport Trunk Group - Final trunk groups between BellSouth & Independent end offices and the BellSouth access tandems.

CWINS Center

Customer Wholesale Interconnection Network Services Center (formerly the UNE Center).

D

DA

Directory Assistance

Design

Design Service is defined as any Special or Plain Old Telephone Service Order which requires BellSouth Design Engineering Activities.

Disposition & Cause

Types of trouble conditions, e.g. No Trouble Found, Central Office Equipment, Customer Premises Equipment, etc.

DLETH

Display Lengthy Trouble History - A history report that gives all activity on a line record for trouble reports in LMOS.

DLR

Detail Line Record - All the basic information maintained on a line record in LMOS, e.g. name, address, facilities, features etc.

DS-0

The worldwide standard speed for one digital voice signal (64000 bps).

DS-1

24 DS-0s (1.544Mb/sec., i.e. carrier systems)

DOE

Direct Order Entry System - An internal BellSouth service order entry system used by BellSouth Service Representatives to input business service orders in BellSouth format.

DOM

Delivery Order Manager - Telcordia product designed for the electronic submission of xDSL Local Service Requests.

DSAP

DOE (Direct Order Entry) Support Application - The BellSouth Operations System which assists a Service Representative or similar carrier agent in negotiating service provisioning commitments for non-designed services and Unbundled Network Elements.

DSAPDDI

DSAP software contract for schedule information.

DSL

Digital Subscriber Line

DUI

Database Update Information

E**E911**

Provides callers access to the applicable emergency services bureau by dialing a 3-digit universal telephone number.

EDI

Electronic Data Interchange - The computer-to-computer exchange of inter and/or intra-company business documents in a public standard format.

ESSX

BellSouth Centrex Service

F**Fatal Reject**

LSRs electronically rejected from LEO, which checks to see if the LSR has all the required fields correctly populated.

Flow-Through

In the context of this document, LSRs submitted electronically via the CLEC mechanized ordering process that flow through to the BellSouth OSS without manual or human intervention.

FOC

Firm Order Confirmation - A notification returned to the CLEC confirming that the LSR has been received and accepted, including the specified commitment date.

FX

Foreign Exchange

G H**HAL**

"Hands Off" Assignment Logic - Front end access and error resolution logic used in interfacing BellSouth Operations Systems such as ATLAS, BOCRIS, LMOS, PSIMS, RSAG and SOCS.

HALCRIS

HAL software contract for CSR information

HDSL

High Density Subscriber Loop/Line

I J K

ILEC
Incumbent Local Exchange Company

INP
Interim Number Portability

ISDN
Integrated Services Digital Network

IPC
Interconnection Purchasing Center

L

LAN
Local Area Network

LAUTO
The automatic processor in the LNP Gateway that validates LSRs and issues service orders.

LCSC
Local Carrier Service Center - The BellSouth center which is dedicated to handling CLEC LSRs, ASRs, and Pre-ordering transactions along with associated expedite requests and escalations.

Legacy System
Term used to refer to BellSouth Operations Support Systems (see OSS)

LENS
Local Exchange Negotiation System - The BellSouth LAN/web server/OS application developed to provide both preordering and ordering electronic interface functions for CLECs.

LEO
Local Exchange Ordering - A BellSouth system which accepts the output of EDI, applies edit and formatting checks, and reformats the Local Service Requests in BellSouth Service Order format.

LERG
Local Exchange Routing Guide

LESOG
Local Exchange Service Order Generator - A BellSouth system which accepts the service order output of LEO and enters the Service Order into the Service Order Control System using terminal emulation technology.

LFACS
Loop Facilities Assessment and Control System

LIDB
Line Information Database

LISC
Local Interconnection Service Center - The center that issues trunk orders.

LMOS
Loop Maintenance Operations System - A BellSouth Operations System that stores the assignment and selected account information for use by downstream OSS and BellSouth personnel during provisioning and maintenance activities.

LMOS HOST
LMOS host computer

LMOSupd
LMOS updates

LMU
Loop Make-up

LMUS
Loop Make-up Service Inquiry

LNP
Local Number Portability - In the context of this document, the capability for a subscriber to retain his current telephone number as he transfers to a different local service provider.

Loops
Transmission paths from the central office to the customer premises.

LRN
Location Routing Number

LSR
Local Service Request – A request for local resale service or unbundled network elements from a CLEC.

M

Maintenance & Repair
The process and function by which trouble reports are passed to BellSouth and by which the related service problems are resolved.

MARCH
BellSouth Operations System which accepts service orders, interprets the coding contained in the service order image, and constructs the specific switching system Recent Change command messages for input into end office switches.

N

NBR
New Business Request

NC
“No Circuits” - All circuits busy announcement.

NIW
Network Information Warehouse

NMLI
Native Mode LAN Interconnection

NPA
Numbering Plan Area

NXX
The “exchange” portion of a telephone number.

O

OASIS
Obtain Availability Services Information System - A BellSouth front-end processor, which acts as an interface between COFFI and RNS. This system takes the USOCs in COFFI and translates them to English for display in RNS.

OASISBSN

OASIS software contract for feature/service

OASISCAR

OASIS software contract for feature/service

OASISLPC

OASIS software contract for feature/service

OASISMTN

OASIS software contract for feature/service

OASISNET

OASIS software contract for feature/service

OASISOCP

OASIS software contract for feature/service

ORDERING

The process and functions by which resale services or unbundled network elements are ordered from BellSouth as well as the process by which an LSR or ASR is placed with BellSouth.

OSPCM

Outside Plant Contract Management System - Provides Scheduling Information.

OSS

Operations Support System - A support system or database which is used to mechanize the flow or performance of work. The term is used to refer to the overall system consisting of hardware complex, computer operating system(s), and application which is used to provide the support functions.

Out Of Service

Customer has no dial tone and cannot call out.

P**PMAP**

Performance Measurement Analysis Platform

PMQAP

Performance Measurement Quality Assurance Plan

PON

Purchase Order Number

POTS

Plain Old Telephone Service

PREDICTOR

The BellSouth Operations system which is used to administer proactive maintenance and rehabilitation activities on outside plant facilities, provide access to selected work groups (e.g. RRC & BRC) to Mechanized Loop Testing and switching system I/O ports, and provide certain information regarding the attributes and capabilities of outside plant facilities.

Preordering

The process and functions by which vital information is obtained, verified, or validated prior to placing a service request.

PRI

Primary Rate ISDN

Provisioning

The process and functions by which necessary work is performed to activate a service requested via an LSR or ASR and to initiate the proper billing and accounting functions.

PSIMS

Product/Service Inventory Management System - A BellSouth database Operations System which contains availability information on switching system features and capabilities and on BellSouth service availability. This database is used to verify the availability of a feature or service in an NXX prior to making a commitment to the customer.

PSIMSORB

PSIMS software contract for feature/service.

Q R**RNS**

Regional Negotiation System - An internal BellSouth service order entry system used by BellSouth Consumer Services to input service orders in BellSouth format.

ROS

Regional Ordering System

RRC

Residence Repair Center - The BellSouth Consumer Services trouble receipt center which serves residential customers.

RSAG

Regional Street Address Guide - The BellSouth database, which contains street addresses validated to be accurate with state and local governments.

RSAGADDR

RSAG software contract for address search.

RSAGTN

RSAG software contract for telephone number search.

S**SAC**

Service Advocacy Center

SEEM

Self Effectuating Enforcement Mechanism

SOCS

Service Order Control System - The BellSouth Operations System which routes service order images among BellSouth drop points and BellSouth Operations Systems during the service provisioning process.

SOG

Service Order Generator - Telcordia product designed to generate a service order for xDSL.

SOIR

Service Order Interface Record - any change effecting activity to a customer account by service order that impacts 911/E911

SONGS

Service Order Negotiation and Generation System.

T**TAFI**

Trouble Analysis Facilitation Interface - The BellSouth Operations System that supports trouble receipt center personnel in taking and handling customer trouble reports.

TAG

Telecommunications Access Gateway – TAG was designed to provide an electronic interface, or machine-to-machine interface for the bi-directional flow of information between BellSouth's OSSs and participating CLECs.

TN

Telephone Number

Total Manual Fallout

The number of LSRs which are entered electronically but require manual entering into a service order generator.

U V**UNE**

Unbundled Network Element

UCL

Unbundled Copper Link

USOC

Universal Service Order Code

W X Y Z**WATS**

Wide Area Telephone Service

WFA

Work Force Administration

WMC

Work Management Center

WTN

Working Telephone Number.

Appendix C: Appendix C: BellSouth Audit Policy

BellSouth currently provides many CLECs with certain audit rights as a part of their individual interconnection agreements. However, it is not reasonable for BellSouth to undergo an audit of the SQM for every CLEC with which it has a contract. BellSouth has developed a proposed Audit Plan for use by the parties to an audit. If requested by a Public Service Commission or by a CLEC exercising contractual audit rights, BellSouth will agree to undergo a comprehensive audit of the aggregate level reports for both BellSouth and the CLEC(s) each of the next five (5) years (2001-2005) to be conducted by an independent third party. The results of that audit will be made available to all the parties subject to proper safeguards to protect proprietary information. This aggregate level audit includes the following specifications:

1. The cost shall be borne 50% by BellSouth and 50% by the CLEC or CLECs.
2. The independent third party auditor shall be selected with input from BellSouth, the PSC, if applicable, and the CLEC(s).
3. BellSouth, the PSC and the CLEC(s) shall jointly determine the scope of the audit.

BellSouth reserves the right to make changes to this audit policy as growth and changes in the industry dictate.

Attachment 10

BellSouth Disaster Recovery Plan

CONTENTS



PAGE

1.0	Purpose	2
2.0	Single Point of Contact	2
3.0	Identifying the Problem	2
3.1	Site Control	3
3.2	Environmental Concerns	4
4.0	The Emergency Control Center (ECC)	4
5.0	Recovery Procedures	5
5.1	CLEC Outage	5
5.2	BellSouth Outage	5
5.2.1	Loss of Central Office	6
5.2.2	Loss of a Central Office with Serving Wire Center Functions	6
5.2.3	Loss of a Central Office with Tandem Functions	6
5.2.4	Loss of a Facility Hub	6
5.3	Combined Outage (CLEC and BellSouth Equipment)	7
6.0	T1 Identification Procedures	7
7.0	Acronyms	8

1.0 PURPOSE

In the unlikely event of a disaster occurring that affects BellSouth's long-term ability to deliver traffic to a Competitive Local Exchange Carrier (CLEC), general procedures have been developed by **BellSouth** to hasten the recovery process **in accordance with the Telecommunications Service Priority (TSP) Program established by the Federal Communications Commission to identify and prioritize telecommunications services that support national security or emergency preparedness (NS/EP) missions**. Since each location is different and could be affected by an assortment of potential problems, a detailed recovery plan is impractical. However, in the process of reviewing recovery activities for specific locations, some basic procedures emerge that appear to be common in most cases.

These general procedures should apply to any disaster that affects the delivery of traffic for an extended time period. Each CLEC will be given the same consideration during an outage, and service will be restored as quickly as possible.

This document will cover the basic recovery procedures that would apply to every CLEC.

2.0 SINGLE POINT OF CONTACT

When a problem is experienced, regardless of the severity, the BellSouth Network Management Center (NMC) will observe traffic anomalies and begin monitoring the situation. Controls will be appropriately applied to insure the sanity of BellSouth's network; and, in the event that a switch or facility node is lost, the NMC will attempt to circumvent the failure using available reroutes.

BellSouth's NMC will remain in control of the restoration efforts until the problem has been identified as being a long-term outage. At that time, the NMC will contact BellSouth's Emergency Control Center (ECC) and relinquish control of the recovery efforts. Even though the ECC may take charge of the situation, the NMC will continue to monitor the circumstances and restore traffic as soon as damaged network elements are revitalized.

The telephone number for the BellSouth Network Management Center in Atlanta, as published in Telcordia's National Network Management Directory, is 404-321-2516.

3.0 IDENTIFYING THE PROBLEM

During the early stages of problem detection, the NMC will be able to tell which CLECs are affected by the catastrophe. Further analysis and/or first hand observation will determine if the disaster has affected CLEC equipment only, BellSouth equipment only or a combination. The initial restoration activity will be largely determined by the equipment that is affected.

Once the nature of the disaster is determined and after verifying the cause of the problem, the NMC will initiate reroutes and/or transfers that are jointly agreed upon by the affected CLECs' Network Management Center and the BellSouth NMC. The type and percentage of controls used will depend upon available network capacity. Controls necessary to stabilize the situation will be invoked and the NMC will attempt to re-establish as much traffic as possible.

For long-term outages, recovery efforts will be coordinated by the Emergency Control Center (ECC). Traffic controls will continue to be applied by the NMC until facilities are re-established. As equipment is made available for service, the ECC will instruct the NMC to begin removing the controls and allow traffic to resume.

3.1 SITE CONTROL

In the total loss of building use scenario, what likely exists will be a smoking pile of rubble. This rubble will contain many components that could be dangerous. It could also contain any personnel on the premises at the time of the disaster. For these reasons, the local fire marshal with the assistance of the police will control the site until the building is no longer a threat to surrounding properties and the companies have secured the site from the general public.

During this time, the majority owner of the building should be arranging for a demolition contractor to mobilize to the site with the primary objective of reaching the cable entrance facility for a damage assessment. The results of this assessment would then dictate immediate plans for restoration, both short term and permanent.

In a less catastrophic event, i.e., the building is still standing and the cable entrance facility is usable, the situation is more complex. The site will initially be controlled by local authorities until the threat to adjacent property has diminished. Once the site is returned to the control of the companies, the following events should occur.

An initial assessment of the main building infrastructure systems (mechanical, electrical, fire and life safety, elevators, and others) will establish building needs. Once these needs are determined, the majority owner should lead the building restoration efforts. There may be situations where the site will not be totally restored within the confines of the building. The companies must individually determine their needs and jointly assess the cost of permanent restoration to determine the overall plan of action.

Multiple restoration trailers from each company will result in the need for designated space and installation order. This layout and control is required to maximize the amount of restoration equipment that can be placed at the site, and the priority of placements.

Care must be taken in this planning to ensure other restoration efforts have logistical access to the building. Major components of telephone and building equipment will need to be removed and replaced. A priority for this equipment must also be jointly established to facilitate overall site restoration. (Example: If the AC switchgear has sustained damage, this would be of the highest priority in order to regain power, lighting, and HVAC throughout the building.)

If the site will not accommodate the required restoration equipment, the companies would then need to quickly arrange with local authorities for street closures, rights of way or other possible options available.

3.2 ENVIRONMENTAL CONCERNS

In the worse case scenario, many environmental concerns must be addressed. Along with the police and fire marshal, the state environmental protection department will be on site to monitor the situation.

Items to be concerned with in a large central office building could include:

1. Emergency engine fuel supply. Damage to the standby equipment and the fuel handling equipment could have created "spill" conditions that have to be handled within state and federal regulations.
2. Asbestos-containing materials that may be spread throughout the wreckage. Asbestos could be in many components of building, electrical, mechanical, outside plant distribution, and telephone systems.
3. Lead and acid. These materials could be present in potentially large quantities depending upon the extent of damage to the power room.
4. Mercury and other regulated compounds resident in telephone equipment.
5. Other compounds produced by the fire or heat.

Once a total loss event occurs at a large site, local authorities will control immediate clean up (water placed on the wreckage by the fire department) and site access.

At some point, the companies will become involved with local authorities in the overall planning associated with site clean up and restoration. Depending on the clean up approach taken, delays in the restoration of several hours to several days may occur.

In a less severe disaster, items listed above are more defined and can be addressed individually depending on the damage.

In each case, the majority owner should coordinate building and environmental restoration as well as maintain proper planning and site control.

4.0 THE EMERGENCY CONTROL CENTER (ECC)

The ECC is located in the Colonnade Building in Birmingham, Alabama. During an emergency, the ECC staff will convene a group of pre-selected experts to inventory the damage and initiate corrective actions. These experts have regional access to BellSouth's personnel and equipment and will assume control of the restoration activity anywhere in the nine-state area.

In the past, the ECC has been involved with restoration activities resulting from hurricanes, ice storms and floods. They have demonstrated their capabilities during these calamities as well as

during outages caused by human error or equipment failures. This group has an excellent record of restoring service as quickly as possible.

During a major disaster, the ECC may move emergency equipment to the affected location, direct recovery efforts of local personnel and coordinate service restoration activities with the CLECs. The ECC will attempt to restore service as quickly as possible using whatever means is available, leaving permanent solutions, such as the replacement of damaged buildings or equipment, for local personnel to administer.

Part of the ECC's responsibility, after temporary equipment is in place, is to support the NMC efforts to return service to the CLECs. Once service has been restored, the ECC will return control of the network to normal operational organizations. Any long-term changes required after service is restored will be made in an orderly fashion and will be conducted as normal activity.

5.0 RECOVERY PROCEDURES

The nature and severity of any disaster will influence the recovery procedures. One crucial factor in determining how BellSouth will proceed with restoration is whether or not BellSouth's equipment is incapacitated. Regardless of whose equipment is out of service, BellSouth will move as quickly as possible to aid with service recovery; however, the approach that will be taken may differ depending upon the location of the problem.

5.1 CLEC OUTAGE

For a problem limited to one CLEC (or a building with multiple CLECs), BellSouth has several options available for restoring service quickly. For those CLECs that have agreements with other CLECs, BellSouth can immediately start directing traffic to a provisional CLEC for completion. This alternative is dependent upon BellSouth having concurrence from the affected CLECs.

Whether or not the affected CLECs have requested a traffic transfer to another CLEC will not impact BellSouth's resolve to re-establish traffic to the original destination as quickly as possible.

5.2 BELL SOUTH OUTAGE

Because BellSouth's equipment has varying degrees of impact on the service provided to the CLECs, restoring service from damaged BellSouth equipment is different. The outage will probably impact a number of Carriers simultaneously. However, the ECC will be able to initiate immediate actions to correct the problem.

A disaster involving any of BellSouth's equipment locations could impact the CLECs, some more than others. A disaster at a Central Office (CO) would only impact the delivery of traffic to and from that one location, but the incident could affect many Carriers. If the Central Office is a Serving Wire Center (SWC), then traffic from the entire area to those Carriers served from that switch would also be impacted. If the switch functions as an Access Tandem, or there is a tandem in the building, traffic from every CO to every CLEC could be interrupted. A disaster that destroys a facility hub could disrupt various traffic flows, even though the switching equipment may be unaffected.

The NMC would be the first group to observe a problem involving BellSouth's equipment. Shortly after a disaster, the NMC will begin applying controls and finding re-routes for the

completion of as much traffic as possible. These reroutes may involve delivering traffic to alternate Carriers upon receiving approval from the CLECs involved. In some cases, changes in translations will be required. If the outage is caused by the destruction of equipment, then the ECC will assume control of the restoration.

5.2.1 Loss of a Central Office

When BellSouth loses a Central Office, the ECC will

- a) Place specialists and emergency equipment on notice;
- b) Inventory the damage to determine what equipment and/or functions are lost;
- c) Move containerized emergency equipment and facility equipment to the stricken area, if necessary;
- d) Begin reconnecting service **on a party basis** for Hospitals, Police and other emergency agencies; **or End Users served by BellSouth or CLEC in accordance with the TSP priority restoration coding scheme entered in the BellSouth Maintenance database immediately prior to the emergency.**
- e) Begin restoring service to CLECs and other customers.

5.2.2 Loss of a Central Office with Serving Wire Center Functions

The loss of a Central Office that also serves as a Serving Wire Center (SWC) will be restored as described in Section 5.2.1.

5.2.3 Loss of a Central Office with Tandem Functions

When BellSouth loses a Central Office building that serves as an Access Tandem and as a SWC, the ECC will

- a) Place specialists and emergency equipment on notice;
- b) Inventory the damage to determine what equipment and/or functions are lost;
- c) Move containerized emergency equipment and facility equipment to the stricken area, if necessary;
- d) Begin reconnecting service for Hospitals, Police and other emergency agencies **or end users served by BellSouth or ITC^DeltaCom in accordance with the TSP priority restoration coding scheme entered in the BellSouth Maintenance database immediately prior to the emergency;**
- e) Re-direct as much traffic as possible to the alternate access tandem (if available) for delivery to those CLECs utilizing a different location as a SWC;
- f) Begin aggregating traffic to a location near the damaged building. From this location, begin re-establishing trunk groups to the CLECs for the delivery of traffic normally

found on the direct trunk groups. (This aggregation point may be the alternate access tandem location or another CO on a primary facility route.)

- g) Begin restoring service to CLECs and other customers.

5.2.4 Loss of a Facility Hub

In the event that BellSouth loses a facility hub, the recovery process is much the same as above. Once the NMC has observed the problem and administered the appropriate controls, the ECC will assume authority for the repairs. The recovery effort will include

- a) Placing specialists and emergency equipment on notice;
- b) Inventorying the damage to determine what equipment and/or functions are lost;
- c) Moving containerized emergency equipment to the stricken area, if necessary;
- d) Reconnecting service for Hospitals, Police and other emergency agencies **or end users served by BellSouth or ITD^DeltaCom in accordance with the TSP priority restoration coding scheme entered in the BellSouth Maintenance database immediately prior to the emergency; and,**
- e) Restoring service to CLECs and other customers. If necessary, BellSouth will aggregate the traffic at another location and build temporary facilities. This alternative would be viable for a location that is destroyed and building repairs are required.

5.3 COMBINED OUTAGE (CLEC AND BELL SOUTH EQUIPMENT)

In some instances, a disaster may impact BellSouth's equipment as well as the CLECs'. This situation will be handled in much the same way as described in Section 5.2.3. Since BellSouth and the CLECs will be utilizing temporary equipment, close coordination will be required.

6.0 T1 IDENTIFICATION PROCEDURES

During the restoration of service after a disaster, BellSouth may be forced to aggregate traffic for delivery to a CLEC. During this process, T1 traffic may be consolidated onto DS3s and may become unidentifiable to the Carrier. Because resources will be limited, BellSouth may be forced to "package" this traffic entirely differently than normally received by the CLECs. Therefore, a method for identifying the T1 traffic on the DS3s and providing the information to the Carriers is required.

7.0 ACRONYMS

CO	-	Central Office (BellSouth)
DS3	-	Facility that carries 28 T1s (672 circuits)
ECC	-	Emergency Control Center (BellSouth)
CLEC	-	Competitive Local Exchange Carrier
NMC	-	Network Management Center
SWC	-	Serving Wire Center (BellSouth switch)
T1	-	Facility that carries 24 circuits

Hurricane Information

During a hurricane, BellSouth will make every effort to keep CLECs updated on the status of our network. Information centers will be set up throughout BellSouth Telecommunications. These centers are not intended to be used for escalations, but rather to keep the CLEC informed of network related issues, area damages and dispatch conditions, etc.

Hurricane-related information can also be found on line at http://www.interconnection.bellsouth.com/network/disaster/dis_resp.htm. Information concerning Mechanized Disaster Reports can also be found at this website by clicking on CURRENT MDR REPORTS or by going directly to <http://www.interconnection.bellsouth.com/network/disaster/mdrs.htm>.

BST Disaster Management Plan

BellSouth maintenance centers have geographical and redundant communication capabilities. In the event of a disaster removing any maintenance center from service another geographical center would assume maintenance responsibilities. The contact numbers will not change and the transfer will be transparent to the CLEC.

Attachment 11

Bona Fide Request and New Business Requests Process

BONA FIDE REQUEST AND NEW BUSINESS REQUESTS PROCESS

- 1.0 **The Parties agree that ITC^DeltaCom is entitled to order any Network Element, Interconnection option, service option or Resale Service required to be made available by the Communications Act of 1934, as modified by the Telecommunications Act of 1996 (the "Act"), FCC requirements or State Commission requirements. ITC^DeltaCom also shall be permitted to request the development of new or revised facilities or service options which are not required by the Act. Procedures applicable to requesting the addition of such facilities or service options are specified in this Attachment 11.**
- 2.0 **Bona Fide Requests ("BFR") are to be used when ITC^DeltaCom makes a request of BellSouth to provide a new or modified network element, interconnection option, or other service option pursuant to the Act that was not previously included in the Agreement. New Business Requests ("NBRs") are to be used when ITC^DeltaCom makes a request of BellSouth to provide a new or custom capability or function to meet ITC^DeltaCom's business needs that was not previously included in the Agreement.**
- 3.0 **A BFR or a NBR shall be submitted in writing by ITC^DeltaCom and shall specifically identify the required service date, technical requirements, space requirements and/or such specifications that clearly define the request such that BellSouth has sufficient information to analyze and prepare a response. Such a request also shall include a ITC^DeltaCom's designation of the request as being (i) pursuant to the Telecommunications Act of 1996 (i.e. a "BFR") or (ii) pursuant to the needs of the business (i.e. a "NBR"). The request shall be sent to ITC^DeltaCom's Local Contract Manager.**
- 4.0 **Within thirty (30) business days of its receipt of a BFR or NBR from ITC^DeltaCom, BellSouth shall respond to ITC^DeltaCom by providing a preliminary analysis of such Interconnection, Network Element, or other facility or service option that is the subject of the BFR or NBR. The preliminary analysis shall confirm that BellSouth will either offer access to the Interconnection, Network Element, or other facility or service option, or provide an explanation of why it is not technically feasible and/or why the request does not qualify as an Interconnection or Network Element or is otherwise not required to be provided under the Act. However, if the preliminary analysis is determined to be of such complexity that it causes BellSouth to expend inordinate resources, a fee will be levied upon ITC^DeltaCom and collected prior to the beginning of the preliminary analysis and the thirty (30) business days will begin upon receipt of the fee. In**

addition to the preliminary analysis, an explanation of the fee will be provided.

- 5.0 ITC^DeltaCom may cancel a BFR or NBR at any time. If ITC^DeltaCom cancels the request more than three (3) business days after submitting it, ITC^DeltaCom shall pay BellSouth's reasonable and demonstrable costs of processing and/or implementing the BFR or NBR up to the date of cancellation. If ITC^DeltaCom does not cancel a BFR or NBR, ITC^DeltaCom shall pay BellSouth's reasonable and demonstrable costs of processing and implementing the request.
- 6.0 BellSouth shall propose a firm price quote and a detailed implementation plan for BFRs within thirty (30) business days of ITC^DeltaCom's acceptance of the preliminary analysis. BellSouth shall propose a firm price and a detailed implementation plan for NBRs within sixty (60) business days of ITC^DeltaCom's acceptance of the preliminary analysis.
- 7.0 If ITC^DeltaCom accepts the preliminary analysis, BellSouth shall proceed with ITC^DeltaCom's BFR or NBR, and ITC^DeltaCom agrees to pay the non-refundable amount identified in the preliminary analysis for the initial work required to develop the project plan, create the design parameters, and establish all activities and resources required to complete the BFR or NBR. These costs will be referred to as "development" costs. The development costs identified in the preliminary analysis are fixed. If ITC^DeltaCom cancels a BFR or NBR after BellSouth has received ITC^DeltaCom's acceptance of the preliminary analysis, ITC^DeltaCom agrees to pay BellSouth the reasonable, demonstrable, and actual costs, if any, directly related to complying with ITC^DeltaCom's BFR or NBR up to the date of cancellation, to the extent such costs were not included in the non-refundable amount set forth above.
- 8.0 If ITC^DeltaCom believes that BellSouth's firm price quote is not consistent with the requirements of the Act, ITC^DeltaCom may seek FCC or state Commission arbitration of its request, as appropriate. Any such arbitration applicable to Network Elements and/or Interconnection shall be conducted in accordance with standards prescribed in Section 252 of the Act.
- 9.0 Unless ITC^DeltaCom agrees otherwise, all prices shall be consistent with the pricing principles of the Act, FCC and/or the State Commission.

- 10.0 **If either Party to a BFR or NBR believes that the other Party is not requesting, negotiating, or processing the Bona Fide Request in good faith, or disputes a determination, or price or cost quote, such Party may seek FCC or state Commission resolution of the dispute, as appropriate.**
- 11.0 **Upon agreement to the terms of a BFR or NBR, an amendment to the Agreement may be required.**

February 28, 2003

VIA HAND DELIVERY

Hon. Sara Kyle, Chairman
Tennessee Regulatory Authority
460 James Robertson Parkway
Nashville, TN 37238

Re: *Enforcement of Interconnection Agreement Between BellSouth
Telecommunications, Inc. and ITC^DeltaCom*
Docket No. 02-01203

Dear Chairman Kyle:

This is to notify the Authority that BellSouth intends to file a response to the Motion to Suspend Procedural Schedule filed recently by XO and *ITC^DeltaCom*. In the meantime, BellSouth has no objection to modifying the discovery schedule to provide all parties an additional week to respond to discovery.

A copy of this letter has been provided to counsel for XO and *ITC^DeltaCom*.

Very truly yours,

Guy M. Hicks

GMH:ls

cc: ITC^DeltaCom, Senior Manager – Industry Relations
ITC^DeltaCom, Director-Regulatory Affairs

CERTIFICATE OF SERVICE

I, Guy M. Hicks, hereby certify that I have served a copy of the foregoing Notification of Intent on the following via United States Mail, on the 28th day of February, 2003:

Henry Walker, Esq.
Boult, Cummings, et al.
414 Union Street, #1600
Nashville, TN 37219-8062

ITC^DeltaCom
Senior Manager – Industry Relations
1530 DeltaCom Drive
P.O. Box 787
Anniston, AL 36202

ITC^DeltaCom Communications, Inc.
Director-Regulatory Affairs
4092 S. Memorial Parkway
Huntsville, AL 35802

Guy M. Hicks

Hanesworth, Carolyn

From: John Southwood [JSouthwo@boultcummings.com]

Sent: Friday, February 28, 2003 3:38 PM

To: Henry Walker

Subject: Bell South Check

Henry the check was drawn on First Union Bank and issued 10/6/2000. The check number was 807211 in the amount of \$12,000.00

2/28/2003

DELTACom/BELLSouth ISSUES MATRIX¹

TRA DOCKET NO. 03-00119

ISSUE NO.	ISSUE DESCRIPTION	DELTACom POSITION	BELLSouth POSITION	ISSUE STATUS
1	Term of the Agreement (GTC - Section 2.1;2.3 - 2.6): a) Should the parties continue to operate under the Commission-approved agreement pending the Commission's ruling on the arbitration? b) If so, what should be the length of the term of the agreement resulting from this arbitration?	Yes. The status quo should be maintained while the Commission hears the arguments of both parties. The agreement should have a term of at least five years because it takes almost a year to negotiate a new agreement.	a) Not indefinitely. The parties should operate under the provisions of the expired Agreement for no more than 180 days after the expiration date. Combined with the re-negotiation provisions, this gives the parties approximately 15 months to enter into a new Agreement, either through negotiation or arbitration. Subsequent to the 180-day period, the parties should default to BellSouth's Standard Interconnection Agreement. It is unreasonable to require the rates, terms and conditions of the expired Agreement to continue to apply as it stifles BellSouth's ability to implement new processes or forces BellSouth to maintain old processes to be performed manually. b) The term of the new Agreement should be no more than 3 years. This is consistent with the three year timeframe set by the FCC for review of its rules under Section 251.	Open

¹ BellSouth has set forth the Statement of the Issues and DeltaCom's positions consistent with the manner in which they appear in DeltaCom's Petition. However, this does not mean that BellSouth agrees to DeltaCom's description of the issues, many of which are set forth in a completely self-serving manner to DeltaCom and are inconsistent with DeltaCom's position statements. BellSouth will attempt to negotiate an agreed-to joint issues list with DeltaCom. If those negotiations are unsuccessful, BellSouth intends to seek leave to file a unilateral issues list at a later date.

ISSUE NO.	ISSUE DESCRIPTION	DELTACOM POSITION	BELLSOUTH POSITION	ISSUE STATUS
2	Directory Listings (GTC – Section 4; Attachment 6 – Section 2.2.2): a) Is BellSouth required to provide DeltaCom the same directory listing language it provides to AT&T? b) Is BellSouth required to provide an electronic feed of the directory listings of DeltaCom customers? c) Does DeltaCom have the right to review and edit its customers' directory listings? d) Should there be a credit or PMAP measure for accuracy of directory listings and, if so, what should the credit or PMAP measure?	DeltaCom needs access to the directory listings that BellSouth sends to BAPCO to verify for accuracy. DeltaCom needs the means to electronically match the listings. DeltaCom sends directory listings to BellSouth, which then sends the information to BAPCO.	a) Adoptions pursuant to 47 USC § 252(i) are limited to network elements, services, and interconnection rates, terms and conditions and do not apply to other aspects of the Interconnection Agreement that are not required pursuant to Section 251. 47 USC § 252(i) only requires an ILEC to make available "any interconnection, service, or network element" under the same terms and conditions as the original Interconnection Agreement. Directory Listings are not a Section 251 requirement subject to Section 252(i). b) BellSouth is required to provide access to its directory assistance database and charges fees to do so in both its Agreement and its tariff (such as Issue 15, DADAS). BellSouth is not required to provide an electronic feed of directory listings for DeltaCom customers. c) DeltaCom has the right to review and edit its customer's directory listings through access to their customer service records. BellSouth Telecommunications does not have a database through which review and edits of directory listings may be made. This issue is between DeltaCom and BellSouth Advertising & Publishing Company (BAPCO), and should not be the subject of a two party arbitration with BellSouth Telecommunications. d) If an error occurs in a Directory Listing, DeltaCom can request a credit for any monies billed that are associated with the charge for said listing pursuant to BellSouth's General Subscriber Service Tariff. Further, the issue of PMAP measurements should not be addressed in an arbitration with an individual CLEC.	Open

ISSUE NO.	ISSUE DESCRIPTION	DELTACOM POSITION	BELLSOUTH POSITION	ISSUE STATUS
3	Advance Notice of Changes to Resold Offerings (GTC – Section 20.3): a) Must BellSouth provide advance notice of changes to resale offerings? b) Can DeltaCom continue to receive the advance notice of 45 days as long as BellSouth continues to provide such notice to other CLECs?	DeltaCom must know of changes to products so that it can advise its customers of rate changes or other changes affecting products. If other CLECs continue to receive the 45 day advance notice, but DeltaCom does not, DeltaCom will be placed at a competitive disadvantage.	a-b) BellSouth will provide CLECs with advance notice via Internet posting of price changes and changes to the terms and conditions of services available for resale consistent with the provisions of Commission Orders.	Open
4	Tax Liability (GTC – Section 13.1): Should language covering tax liability be included in the interconnection agreement and, if so, should that language simply state that each party is responsible for its tax liability?			Closed

ISSUE NO.	ISSUE DESCRIPTION	DELTACOM POSITION	BELLSOUTH POSITION	ISSUE STATUS
5	Access to Pending Order Information and Status of Order Information (Attachment 6 – Sections 1.5.1 and 4.3): a) Should BellSouth be required to provide the same amount of pending order service detail to DeltaCom that BellSouth provides to its retail customers? b) Should BellSouth be required to provide information regarding the status of an order to the same degree as that it provides to its retail representatives?	Yes. DeltaCom and BellSouth representatives must have equal functionality to view and modify pending order content.	a) Arbitration is not the appropriate forum for the resolution of this issue. This issue involves process and systems changes that affect all CLECs on a regional basis and should be addressed in the Change Control Process (CCP). Further, pending service orders (PSO) are carrier information and are only accessible by the owner of that account. DeltaCom's request for BellSouth to authorize access to all PSOs without permission from the carrier submitting the order is a violation of the CPNI rules. b) Arbitration is not the appropriate forum for the resolution of this issue. This issue involves process and systems changes that affect all CLECs on a regional basis and should be addressed in the CCP. Further, BellSouth provides DeltaCom and all CLECs with applications and reports that provide order status information at parity to retail service representatives. For example, in addition to the status information returned to DeltaCom on its electronic and manually submitted orders, DeltaCom is able to determine order status information via the CLEC Service Order Tracking System (CSOTS) as well as via Manual and Electronic Purchase Order Number (PON) Status Reports.	Open
6	Facility Check Information (Attachment 6 – Sections 1.7 and 4.4): Should BellSouth be required to provide to DeltaCom facility check information electronically in the same manner it does to BellSouth's retail operations?	Yes. BellSouth must provide facility check information electronically. BellSouth is providing such information electronically in Tennessee where it has been ordered to do so. BellSouth will not do so in other states.	Arbitration is not the appropriate forum for the resolution of this issue. This issue involves process and systems changes that affect all CLECs on a regional basis and should be addressed in the CCP. Further, BellSouth does not validate facilities availability for its retail operations at the point of order negotiation with its end-user customer. Despite the ordered implementation of this functionality in Florida Service Quality Measurement hearings, impacted SQMs were initially based upon returning an FOC prior to facilities check. A change in functionality would also require a consideration for how the impacted measurements should be defined – an issue more properly placed in an SQM hearing.	Open

ISSUE NO.	ISSUE DESCRIPTION	DELTACOM POSITION	BELL SOUTH POSITION	ISSUE STATUS
7	Addition of Call Forwarding (Attachment 6 – Section 5.1.2): Should BellSouth be required to temporarily provide features on the same terms and conditions as that it provides to its retail customers?			Closed
8	Universal or Integrated Digital Loop Carrier (“UDLC/IDLC”) (Attachment 2 – Section 3.1): a) Should BellSouth be required to provide an unbundled loop using IDLC technology which will allow DeltaCom to provide consumers the same quality of service (i.e., no additional analog to digital conversions) as that offered by BellSouth to its customers? b) What terms and conditions should apply with regard to UDLC?	Yes. IDLC technology is required to allow DeltaCom to provide the same quality of service to DeltaCom customers as that delivered by BellSouth to its customers. Both Alabama and Tennessee require the same quality of service, meaning no additional analog to digital conversions is necessary.	a) Loops provided over IDLC are integrated into BellSouth’s switch. Therefore, when a CLEC obtains a customer currently served by IDLC, it is necessary to provide a non-integrated facility to serve the customer. BellSouth has eight (8) alternatives for providing this non-integrated unbundled loop facility that are currently used by BellSouth when it is necessary to convert an IDLC loop to an unbundled loop facility. If DeltaCom wants a loop with particular transmission standards (other than voice grade), it should order such a loop or place a New Business Request (NBR) with BellSouth. b) BellSouth provides DeltaCom with unbundled loops (whether on UDLC or other technology) that meet the technical transmission requirements for voice grade loops.	Open
9	OSS Interfaces (Attachment 6 – Section 3.2): Should BellSouth be required to provide interfaces for OSS to DeltaCom which have functions equal to that provided by BellSouth to its retail division?	Yes. Specifically, DeltaCom requests the following language: “BellSouth shall provide to ITC access to all functions for pre-ordering which are provided to BellSouth retail groups. Systems may differ but all functions will be at parity in all areas, i.e., operational hours, content performance. All mandated functions, e.g., facility checks, will be provisioned in the same time frames and in the same manner as provisioned to BellSouth retail customers.”	The FCC and the nine state regulatory authorities for BellSouth’s region have ruled in all of BellSouth’s 271 applications that BellSouth provides nondiscriminatory access to its OSS for performing the functions of pre-ordering, ordering, provisioning, maintenance and repair, and billing. To the extent DeltaCom seeks some modification to BellSouth’s regional OSS, the appropriate forum is the CCP - not an individual interconnect agreement arbitration. Further, BellSouth believes that the current language contained in the Interconnection Agreement Sections 1.2 and 3.2 adequately states what BellSouth provides regarding interfaces to OSS.	Open

ISSUE NO.	ISSUE DESCRIPTION	DELTACOM POSITION	BELLSOUTH POSITION	ISSUE STATUS
10	Completion Notifier (Attachment 6 – Section 4.2): Should BellSouth be required to provide DeltaCom a completion notifier?			Closed
11	Access to UNEs (Attachment 2 – Sections 1.1, 1.4 and 1.10): a) Should the interconnection agreement specify that the rates, terms and conditions of the network elements and combinations of network elements are compliant with state and federal rules and regulations? b) Must all network elements be delivered to DeltaCom's collocation arrangement? c) What standards should apply to network elements?	Yes, this agreement must be compliant with federal and state rulings regarding UNEs. Not all UNEs will be delivered to DeltaCom collocation site.	a) BellSouth contends that the interconnection agreement should specify that the rates, terms and conditions of network elements and combinations of network elements should be compliant with federal and state rules pursuant to Section 251 of The Act. The Interconnection Agreement is an agreement under Section 251. If a state commission orders BellSouth to provide access to network elements pursuant to any authority other than Section 251 (for example under a separate state statutory authority) those elements should not be required to be included in a Section 251 agreement. b) Not all UNEs terminate to a CLEC's collocation space, such as subloops. BellSouth's proposed language delineates those elements that do not terminate at the collocation space. c) BellSouth is unsure of DeltaCom's issue. All elements should be delivered consistent with the parameters that define that element.	Open
12	Reciprocity of UNE Services and Conditions (Attachment 2 – Section 1.3; Attachment 3 – Section 1.3): Should the interconnection agreement refer to both BellSouth and DeltaCom tariffs?			Closed

ISSUE NO.	ISSUE DESCRIPTION	DELTACOM POSITION	BELLSOUTH POSITION	ISSUE STATUS
13	Testing of UNEs (Attachment 6 – Section 4.6.23): a) Should BellSouth be required to provide UNE testing results to DeltaCom? b) Should the parties be required to perform cooperative testing within two hours of a request from the other party?	Yes. This process is necessary to ensure quality of service. This language exists in the parties' current interconnection agreement as a result of the parties' settlement of this exact issue in the last arbitration case.	a) Closed b) Cooperative testing can be requested by DeltaCom, and it will be scheduled by BellSouth on a first come first serve basis. Tests will be conducted as soon as practical after the request is received, in a nondiscriminatory manner. To require DeltaCom testing to be performed within two (2) hours could potentially result in BellSouth discriminating against a CLEC that asked for cooperative testing earlier than DeltaCom.	Closed as to subpart a only.
14	Prohibition of Use of UNEs to Provide Wireless Service (Attachment 2 – Section 1.5): Should the interconnection agreement prohibit the use of UNEs to provide wireless telecommunications services?			Closed
15	DADAS (Attachment 2 – Section 13.6.1): Should the rates, terms and conditions for DADAS be included in the interconnection agreement?	Yes.	No. DADAS is a tariffed service and the rate should not be in the Agreement, as the rates, terms and conditions under which this service is provided are fully set forth in the tariff.	Open
16	Does Inside Wire Include Both Wire Owned and Controlled by BellSouth (Attachment 2 – Section 2.2.1): Should BellSouth be required to provide access to inside wire that is owned and/or controlled by BellSouth?			Closed
17	Provisioning and Cutovers (Attachment 2 – Section 3.7): What language should apply to provisioning and cutovers?	DeltaCom wants the AT&T language for the term of this agreement.	BellSouth has offered DeltaCom the AT&T language coterminous with AT&T agreement. DeltaCom is not allowed to adopt language from another interconnection agreement for a term longer than the agreement from which the language is taken.	Open

ISSUE NO.	ISSUE DESCRIPTION	DELTACOM POSITION	BELLSOUTH POSITION	ISSUE STATUS
18	Testing of NXXs. Call Forwarding Variable and Remote Access to Call Forwarding Variable (Attachment 2 – Section 9.2.5.1; Attachment 6 – Section XX): a) Should DeltaCom have access to call forwarding variable and remote access to call forwarding variable when testing whether NXXs are being correctly translated in the BellSouth network? b) If so, what rates should apply?	DeltaCom wants to continue to use the call forwarding feature to test NXXs and pay a cost-based rate. As a result of the last arbitration, BellSouth agreed to allow DeltaCom to pay a cost-based rate for interim number portability, which was the call forwarding feature. DeltaCom also wants to add these two types of call forwarding such that DeltaCom can quickly test and identify whether there is an NXX translation problem. Allowing DeltaCom to quickly test and determine whether the customer trouble is an NXX translation problem benefits both DeltaCom and BellSouth.	a) Remote Call Forwarding (RCF) is a tariffed service whose rates, terms, and conditions are fully set forth in the tariff. BellSouth agreed in the past to provide this for Interim Number Portability (INP). However, INP no longer exists and BellSouth is not required to offer RCF at TELRIC rates. BellSouth has a process by which CLECs may request BellSouth to develop services, through a New Business Request (NBR). b) The rates in the tariff.	Open
19	Unbundled Remote Call Forwarding (“URCF”) (Attachment 2 – Section 9.2.5.1.3): Should the interconnection agreement include language that URCF will not be used to forward calls to another URCF or “similar service”?			Closed
20	SS7 (Attachment 2 – Section 16.1.3.2): a) Should BellSouth provide the option of a high speed link for SS7? b) Should BellSouth meet DeltaCom at the central office in the DeltaCom serving wire center?	Yes. By meeting at the central office in the DeltaCom serving wire center, the parties mutually share transport facilities.	a) Closed b) BellSouth will meet DeltaCom at established SS7 gateways consistent with the manner BellSouth does for all other customers. BellSouth should not be required to absorb DeltaCom’s transport costs.	Closed as to subpart a only.

ISSUE NO.	ISSUE DESCRIPTION	DELTACOM POSITION	BELLSOUTH POSITION	ISSUE STATUS
21	Dark Fiber Availability (Attachment 2 – Section 8.1.1): Does BellSouth have to make available dark fiber loops and transport at any technically feasible point?	Yes. DeltaCom can pick up the dark fiber loop at areas other than the collocation site. BellSouth wants to require DeltaCom to pick up such loops only at the DeltaCom collocation site. Also, DeltaCom may want to interconnect with another CLEC, and as such, DeltaCom would pick up the dark fiber loop at the other CLEC's collocation site.	BellSouth's definitions of dark fiber comport with the definitions of loops and transport under the FCC's rules. BellSouth will make dark fiber loops available at DeltaCom collocations. DeltaCom apparently wishes to access dark fiber at points other than those specified by the FCC's rules. BellSouth believes it has no requirement to do so.	Open
22	Dark Fiber Parity (Attachment 2 – Section 8.2.1): Whether BellSouth should provide dark fiber to DeltaCom under the same terms and conditions that it provides to itself?			Closed
23	Dark Fiber Holding Period (Attachment 2 – Section 8.2.4): Should BellSouth hold the dark fiber after receiving a valid, error-free LSR from DeltaCom?	Yes. BellSouth holds dark fiber for other carriers for 45 days. DeltaCom will be placed at a competitive disadvantage to the extent BellSouth provides a 45-day hold for other carriers but not DeltaCom.	If DeltaCom requests dark fiber to a collocation space that is awaiting its completion, BellSouth holds the dark fiber for 45-days after a valid error free LSR is received. DeltaCom should not be permitted to have fiber held for 45-days absent these circumstances. DeltaCom should request dark fiber when it has a need for the dark fiber and should not be permitted to warehouse fiber to the exclusion of other CLECs or BellSouth.	Open

ISSUE NO.	ISSUE DESCRIPTION	DELTACOM POSITION	BELLSOUTH POSITION	ISSUE STATUS
24	Rate and Provision of Performance Data (Attachment 2 – Sections 9.1.4.15 and 11.3.2.3): a) Should BellSouth be required to provide performance data for customer line, traffic characteristics and common (shared) transport? b) What should be the rate for performance data that BellSouth provides to DeltaCom regarding customer line, traffic characteristics, and other information?	The rates should be as specified in Attachment 11. The existing contract required such Performance Data.	a) Performance Data is not an item subject to the regulation of section 251 or 271. BellSouth provided language that we would agree to offer performance data through a professional services agreement or NBR. b) The rates for Performance Data are not subject to the pricing requirements of section 252. The rate will be determined by either agreement of the parties or through the NBR.	Open

ISSUE NO.	ISSUE DESCRIPTION	DELTACOM POSITION	BELLSOUTH POSITION	ISSUE STATUS
25	Provision of ADSL Where DeltaCom is the UNE-P Local Provider (Attachment 2 – Section 8.4): Should BellSouth continue providing the end-user ADSL service where DeltaCom provides UNE-P local service to that same end-user on the same line?	Yes. BellSouth should not be permitted to tie local service to its ADSL service.	No. BellSouth should not be required to provide DSL services to end users who receive voice services from a UNE-P provider for a number of reasons, including: (1) a UNE-P line is not a BellSouth provided facility (ie the CLEC owns the entire loop); thus, BellSouth does not have access to the high frequency portion of the loop (HFPL) and lacks permission to provision DSL over this portion of the CLEC loop; (2) in order for BellSouth to be able to provide DSL over the CLEC's HFPL, BellSouth would need to negotiate contracts with each individual CLEC by individual state, which would be extremely time consuming and could potentially have severe operational implications as each CLEC may propose different requirements in order for us to use their spectrum. Some may not allow us to use their spectrum at all; (3) many databases would need to be created to track which CLECs are allowing us to use their spectrum, for which states, at what cost, and for which end users, and many system enhancements would need to be done to ensure our current systems would be able to interface with these databases. The procedures and costs (including who should pay) have not yet been finalized; (4) in order for BellSouth to recover its development costs for DSL over UNE-P, we would either have to charge the CLEC, or the NSP or our shareholders. Either way, this would ultimately result in a higher cost for the end user, and would most likely make DSL less competitive compared to other broadband technologies. Furthermore, this would put the burden of whether CLECs provide their own DSL service on BellSouth; and (5) BellSouth provides wholesale DSL and FastAccess® on BellSouth-provided exchange line facilities. BellSouth's FCC Tariff No. 1, establishes DSL as an overlay service, and requires the existence of an "in-service, Telephone Company [i.e., BellSouth] provided exchange line facility." FCC Tariff No. 1, Section 7.2.17(A). A UNE-P line is not a BellSouth owned facility. Therefore, BellSouth should not be required to provide DSL over UNE-P.	Open

ISSUE NO.	ISSUE DESCRIPTION	DELTACOM POSITION	BELLSOUTH POSITION	ISSUE STATUS
26	Local Switching – Line Cap and Other Restrictions (Attachment 2 – Sections 9.1.3.2 and 9.1.2): a) Should the interconnection agreement include language that prevents BellSouth from imposing restrictions on DeltaCom's use of local switching? b) Should BellSouth provide local switching at market rates where it is not required to provide local switching as a UNE? c) If so, what should be the market rate?	The existing agreement states that except as otherwise required, BellSouth will not impose restrictions on DeltaCom's use of local switching unless BellSouth can demonstrate harm to its network.	a) BellSouth is only required to provide local switching as set forth in FCC's rules, which do impose restriction on DeltaCom's use of local switching. BellSouth will provide local switching in accordance with FCC and Commission rules. This issue is more appropriately addressed in the TRA's Generic Local Switching Docket (02-00207) and, therefore, should be transferred to that docket. b) BellSouth will provide local switching at market-based rates where BellSouth is not required to unbundle local switching. c) An arbitration under §251 of the 1996 Act is not the appropriate forum for resolution of this issue.	Open
27	Treatment of Traffic Associated with Unbundled Local Switching but Using DeltaCom's CIC (Attachment 2 – Section 9.1.7): Should calls originated by a DeltaCom end-user or BellSouth end-user and terminated to either DeltaCom or BellSouth be treated as local if the call originates and terminates within the LATA?	If DeltaCom is using UNEP to serve a customer, DeltaCom wants the local calling area to be the entire LATA if the call originates and terminates within the LATA.	The CIC code is an access code and would result in call being billed as a toll call. This is simply an attempt by DeltaCom to avoid access charges.	Open
28	Local Switching (Attachment 2 – Sections 9.1.3 through 9.1.63): Should the existing language in the interconnection agreement regarding local switching and other issues be maintained?	Yes. DeltaCom wants to keep the language regarding local switching and other issues in the existing contract.	BellSouth's position is that its proposed language appropriately addresses BellSouth's provision of local switching. Inclusion of DeltaCom's proposed language is duplicative and unnecessary.	Open

ISSUE NO.	ISSUE DESCRIPTION	DELTACOM POSITION	BELLSOUTH POSITION	ISSUE STATUS
29	AIN Triggers (Attachment 2 – Section 9.1.4.16): Should BellSouth offer AIN triggers on a stand-alone basis via DeltaCom's STPS?	DeltaCom should be able to have its own AIN platform and receive or exchange AIN triggers with BellSouth.	AIN was designed to operate as a closed system. Therefore, no effective "firewall" type of device exists to make sure inappropriate interaction does not occur if BellSouth were to open its AIN platform to other carriers. AIN triggers by definition give the ability to manipulate various aspects of customer lines. BellSouth participates, and will continue to participate, in national forums where these issues are discussed and should not be required to provide this type of service today due to the many unanswered questions concerning security of the BellSouth Network that would be opened were this type of arrangement allowed.	Open

ISSUE NO.	ISSUE DESCRIPTION	DELTACOM POSITION	BELLSOUTH POSITION	ISSUE STATUS
30	Provision of Combinations (Attachment 2 – Sections 1.3 and 1.7): a) Should BellSouth be required to provide combinations if they are technically feasible? b) Should BellSouth be required to provide DeltaCom the same conditions for network elements and combinations that BellSouth has provided to other carriers? c) What terms and conditions should apply to the provision of combinations?	Yes.	a-c) At the CLEC's request and subject to the terms and conditions set forth herein, BellSouth shall provide access to Currently Combined, and Ordinarily Combined combinations of port and loop unbundled network elements and loop and transport unbundled network elements, (hereinafter referred to as Enhanced Extended Links or "EELs"). BellSouth shall also provide access to Not Typically Combined combinations. Currently Combined, Ordinarily Combined and Not Typically Combined shall have the meaning set forth below. • Currently Combined network element combinations shall mean that such unbundled network elements are in fact already combined by BellSouth in the BellSouth network to provide telecommunications service to a particular location. • Ordinarily Combined network element combinations shall mean that such unbundled network elements are combined by BellSouth in the BellSouth network in the manner in which they are typically combined even if the particular elements being ordered are not actually physically connected at the time the order is placed. • Not Typically Combined unbundled network element combinations shall mean that such network elements are neither Currently Combined nor Ordinarily Combined as these terms are defined above. In compliance with FCC Rule 51.315(d), requests for combinations of Not Typically Combined unbundled network elements are available through the bona fide request process.	Open
31	EELs (Attachment 2 – Sections 10.2 and 10.3): Are new EELs subject to local use restrictions?	No. The FCC order and DeltaCom's current contract clearly provides that only special access conversions to EELs are subject to the safe harbor requirements and the audit provision.	Yes. The Supplemental Order Clarification (FCC 00-183) is not limited in its applicability to only existing EELs. The policy behind these restrictions was to avoid the supplanting of special access by EELs, which is equally applicable to newly requested EELs.	Open

ISSUE NO.	ISSUE DESCRIPTION	DELTACOM POSITION	BELLSOUTH POSITION	ISSUE STATUS
32	Availability of EELs (Attachment 2): Should EELs be available everywhere?	DeltaCom is not aware of any instance where EELs would not be available.	EELs are available except where facilities do not exist.	Open
33	Special Access Conversions to EELs (Attachment 2 – Section 10.3.1): Can DeltaCom provide a blanket certification that refers to all three safe harbors for special access conversions?	Yes. Under the current contract, DeltaCom was permitted to provide a blanket certification. In some cases the conversion can fall under more than one safe harbor. DeltaCom should be able to use the other safe harbors, if applicable.	No. The Supplemental Order Clarification (FCC 00-183) clearly requires that a requesting carrier provide certification of which circumstance it meets. Each circumstance has a separate certification requirement. Paragraph 29 of the Order states that "the letter should indicate under what local usage option the requesting carrier seeks to qualify".	Open
34	Audits (Attachment 2): Should DeltaCom be required to reimburse BellSouth for the full cost of an audit?	No.	Yes. The Supplemental Order Clarification (FCC 00-183, Para. 31) requires that the CLEC reimburse the incumbent if the audit uncovers non-compliance with the local usage options.	Open
35	Conversion of DS3 Special Access to EELs (Attachment 2): Should a "switch-as-is" non-recurring charge apply to conversions of special access DS3s to EELs as opposed to a non-recurring charge that is the sum of the elements?			Closed
36	UNE/Special Access Combinations (Attachment 2 – Sections 10.7 and 10.9.1): a) Should DeltaCom be able to connect UNE loops to special access transport? b) Are special access services being combined with UNEs today?	Yes. The current contract provides for this combination and it is in other contracts. Furthermore, in various circumstances, DeltaCom has special access services in combination with UNE services today. DeltaCom should not be forced to make changes to the existing network.	a) The FCC Rules regarding combinations (47 C.F.R. 51.315) relate to combinations of UNEs. It contains no requirements for an ILEC to combine UNEs with tariffed services. Further, paragraph 28 of the June 2, 2000 Supplemental Order Clarification addressed this issue in rejecting MCI's request to eliminate the prohibition on co-mingling. This issue is being addressed by the FCC in its Triennial Review. b) No.	Open

ISSUE NO.	ISSUE DESCRIPTION	DELTACOM POSITION	BELLSOUTH POSITION	ISSUE STATUS
37	Conversion of a Special Access Loop to a UNE Loop that Terminates to DeltaCom's Collocation (Attachment 2): Where DeltaCom has a special access loop that goes to DeltaCom's collocation space, can that special access loop be converted to a UNE loop?	DeltaCom should be able to convert a Special Access loop that goes to DeltaCom's collocation site to a UNE loop.	CLECs may order standalone UNEs in accordance with their interconnection agreements and may choose to roll traffic currently routed over an existing special access circuit to those UNEs. The conversion requirements specified by the FCC in the Supplemental Order Clarification apply only to conversions of special access circuits to loop and transport (EEL) UNE combinations. Neither the FCC Rules regarding combinations nor any FCC Order addresses, either directly or indirectly, conversions of stand-alone elements, which are, by definition, not combinations, but individual elements that terminate in a collocation arrangement.	Open
38	Hours of UNE/LCSC Center (Attachment 2 - Section 2.2.2.3): a) Should BellSouth be required to maintain UNE/LCSC hours from 8 a.m. to 5 p.m. local time? b) Must BellSouth finish a cutover once started?			Closed
39	Definition and Treatment of Local Traffic and Tandem Switching (Attachment 3): a) Should local traffic be defined as any call that originates and terminates within the LATA, is originated by either a DeltaCom or BellSouth end-user, and is terminated to a DeltaCom or BellSouth end-user? b) Does DeltaCom's switch perform tandem switching?	Yes. The current interconnection agreement provides that the LATA is local. DeltaCom wants to continue the existing arrangement.	a) BellSouth proposes that the parties utilize BellSouth's retail local calling area. b) DeltaCom must demonstrate, based on its deployment in each state, whether its switch in that state performs tandem switching.	Open

ISSUE NO.	ISSUE DESCRIPTION	DELTACOM POSITION	BELLSOUTH POSITION	ISSUE STATUS
40	Point of Interconnection ("POI") (Attachment 3): a) Can a CLEC select only one POI per LATA? b) Should each party pay its costs to reach that POI within the LATA? c) Should DeltaCom's existing POIs be grandfathered (i.e., not moved to an end office)?	The FCC recently issued an order in an arbitration case in Virginia wherein the FCC made it clear that the CLEC, not the ILEC, selects the POI and the CLEC only has to have one 1 POI per LATA. Additionally, each party pays its costs to reach that POI within the LATA. DeltaCom should not be required to move its existing POIs due to the expense and disruption in moving the traffic.	a) The location of the initial POI or interconnection point (IP) in a given LATA shall be established by mutual agreement of the Parties. If the Parties are unable to agree to a mutual initial IP, each Party, as originating Party, shall establish a single IP in the LATA for the delivery of its originated Local Traffic, ISP-bound Traffic and IntraLATA Toll Traffic to the other Party for Call Transport and Termination by the terminating Party. b) For these states where the Commissions have already ruled on this issue, either in an arbitration case, or in a generic case, BellSouth will abide by the prior ruling of the Commission as to which party pays the costs to transmit traffic across local calling area boundaries within the LATA to reach the designated POI. c) The existing IPs should be transitioned to be in congruence with the new Agreement language. Further, the arbitration case cited by DeltaCom was specific to the parties involved, outside of BellSouth's service territory, and based on the evidence presented therein and therefore is not applicable.	Open
41	Percent Local Facilities ("PLF") (Attachment 3): Should DeltaCom report a PLF?	No. The reporting and methodology that BellSouth has created called "PLF" is not approved by OBF. Furthermore, no other ILEC requires DeltaCom to report a PLF. This is not a requirement of our existing interconnection agreement.	Yes. The Percent Local Facility Factor, or "PLF", is similar to the PLU factor that is utilized by telecom providers in the industry. The PLF tells BellSouth what portion of the facilities purchased by DeltaCom are "Local" pursuant to the terms of the interconnection agreement.	Open
42	Audits of PIU/PLU (Attachment 3): Does a party have to pay for the audit if the reported factors are more than 20 percentage points overstated?	No.	Yes. BellSouth's position is that the party requesting an audit should be responsible for the costs of the audit, except in the event the audit reveals that either party is found to have overstated the PLU or PIU factors by 20 percentage points or more, in which case the party overstating the PLU/PIU should be required to reimburse the other party for the costs of the audit.	Open

ISSUE NO.	ISSUE DESCRIPTION	DELTACOM POSITION	BELLSOUTH POSITION	ISSUE STATUS
43	Trunk Group Service Request ("TGSR") (Attachment 3): Should both parties (not just DeltaCom) use the TGSR to order trunks?			Closed
44	Establishment of Trunk Groups for Operator Services, Emergency Services, and Intercept (Attachment 3): Should the interconnection agreement set forth the rates, terms and conditions for the establishment of trunk groups for operator services, emergency services, and intercept?	Yes. There are such trunk groups in place today and DeltaCom anticipates that there will be the need for additional such trunk groups. The rates, terms and conditions should be in the interconnection agreement. DeltaCom should not have to file a BFR for an additional trunk group. This language is currently in our contract and is for the mutual benefit of BellSouth and DeltaCom customers.	No. These services are no longer UNEs and are therefore provided under the access tariff, not the Agreement.	Open
45	Switched Access Charges Applicable to BellSouth (Attachment 3 – Section 9.2): Should DeltaCom be able to charge BellSouth switched access charges where BellSouth is the interexchange carrier?	Yes. The language should be reciprocal and should apply to both parties.	No. BellSouth Long Distance (BSLD), not BellSouth Telecommunications, is the authorized interexchange carrier. Therefore, BellSouth Telecommunications should not be required to pay switched access charges to DeltaCom. Instead, DeltaCom and BSLD should negotiate the appropriate terms and conditions for the payment of switched access charges.	Open
46	BLV/BLVI (Attachment 3): Does BellSouth have to provide BLV/BLVI to DeltaCom consistent with the language proposed by DeltaCom?	DeltaCom has proposed language that is based on the current existing language for BLV/BLVI and submitted to BellSouth for review. DeltaCom has its own operator services and must be able to connect with the BellSouth operators to perform these services.	BellSouth will provide BLV/BLVI in a nondiscriminatory manner and at parity with how it provides such functionality to its retail customers.	Open

ISSUE NO.	ISSUE DESCRIPTION	DELTACOM POSITION	BELLSOUTH POSITION	ISSUE STATUS
47	Compensation for the Use of DeltaCom's Collocation Space ("Reverse Collocation") (Attachment 4): Should BellSouth be required to compensate DeltaCom when BellSouth locates in DeltaCom's collocation space at the same rates, terms and conditions that apply to DeltaCom when it collocates in BellSouth's space?	Yes. BellSouth should be required to compensate DeltaCom when BellSouth locates in DeltaCom's collocation space at the same rates, terms and conditions that apply to DeltaCom when it collocates in BellSouth's space.	BellSouth does not collocate in any DeltaCom premises, as the term "collocation" is defined by the Telecommunications Act of 1996; therefore, BellSouth does not need a collocation agreement and should not be forced to enter into a collocation agreement with DeltaCom. BellSouth has never collocated its equipment in DeltaCom's central offices for the purposes of collocation, nor does BellSouth have such an intention.	Open
48	Provision of Terminations in Excess of Capacity of Equipment (Attachment 4 – Section 5.1.4): Should BellSouth limit the number of terminations?	No. If BellSouth limits the number of terminations this will prevent DeltaCom from ordering certain BellSouth products such as UNE DS3s.	Yes. The issue here is whether BellSouth should limit the number of CFA terminations to the total port or termination capacity of the equipment that is physically installed in the collocation arrangement. The total capacity includes not only the equipment that is already in place, but also any capacity that DeltaCom has requested on a Bona Fide Application submitted to BellSouth. BellSouth's main concern in regard to this issue is the preservation of a limited resource, terminations on the Main Distributing Frame (MDF).	Open
49	Requirement to Provide List of Entities with an Interest in DeltaCom's Collocation Equipment (Attachment 4 – Section 5.2): Must DeltaCom provide to BellSouth a list of those entities with a security interest in equipment in DeltaCom's collocation space?	No. These are DeltaCom customers in some cases and DeltaCom should not be required to provide such a list. Additionally, this list would change frequently over time. DeltaCom is willing to agree to language in the contract that requires DeltaCom to provide BellSouth a list of those entities prior to DeltaCom abandoning a collocation site.	Yes. BellSouth is requesting a list of entities from DeltaCom that have an interest in the collocated equipment (such as equipment lienholders) in order to identify those entities in the event DeltaCom abandons its collocated equipment in BellSouth's premises. This will speed up the recovery of abandoned collocation space so that it will be available to new collocators. BellSouth has agreed to use this information only for the purposes of disposal of the abandoned equipment and recovery of the collocation space and to treat this information as proprietary and confidential.	Open

ISSUE NO.	ISSUE DESCRIPTION	DELTACOM POSITION	BELLSOUTH POSITION	ISSUE STATUS
50	Subsequent Application Fee and Modification (Attachment 4 – Section 6.3.1): Should BellSouth be able to charge a subsequent application fee and/or other charges when no work is actually required?	The existing agreement specifically stated that if no work was required, there is no charge. Also, it is unreasonable to charge \$800.00 for a records name change. If DeltaCom is required to pay these charges and other CLECs are not required to pay, DeltaCom is placed at a competitive disadvantage.	Yes. The purpose of this application fee is to recover the costs of assessing and responding to an application – not the work that BellSouth must actually perform to prepare or condition the space, which is recovered through the space preparation fees. The application needs to be evaluated to determine if any physical work activities are required; therefore, BellSouth should be able to recover from DeltaCom the costs associated with making that assessment.	Open
51	Reciprocity of Charges (OSS Charges, Expedite Charges, “Change in Service Provider or Disconnect Charges”, and any other Charges) (Attachments 1, 5 and 6): a) Is DeltaCom entitled to assess charges to BellSouth for work performed on LSRs sent from BellSouth to DeltaCom (i.e., an OSS charge)? b) Should DeltaCom be able to assess a “Change in Service Provider” charge? c) Should DeltaCom be able to assess charges for work performance for BellSouth?	BellSouth sends DeltaCom LSRs to port phone numbers from DeltaCom to BellSouth. DeltaCom works the order so that the customer does not have any disruption or degradation of service when moving from DeltaCom to BellSouth. DeltaCom seeks to charge BellSouth for this work just as BellSouth charges DeltaCom. BellSouth assesses a “Change in Service Provider Charge” when a customer leaves BellSouth to sign up with DeltaCom. DeltaCom wants to assess that same charge when a DeltaCom customer migrates to BellSouth.	a) DeltaCom is not entitled to recover charges for the development of Operational Support Systems (OSS) as BellSouth does not send DeltaCom LSRs via a mechanized system. b) BellSouth does not have a Change in Service Provider Charge. BellSouth charges a Secondary Service Ordering Charge for establishing the end user's account as a CLECs customer for billing and provisioning records. c) This refers to the disconnect charge - in a change of provider environment, DeltaCom does not perform any work for BellSouth – DeltaCom is simply disconnecting their own customer.	Open

ISSUE NO.	ISSUE DESCRIPTION	DELTACOM POSITION	BELLSOUTH POSITION	ISSUE STATUS
52	Sharing of Cost of Facilities for Transit Traffic : a) Should BellSouth share 50% of the cost of the interoffice dedicated transport and local channel when BellSouth routes its originating local traffic over the transit trunk group? b) Should DeltaCom be compensated for common transport and compensation minutes for this traffic?	Yes. BellSouth should share in the cost of the facilities since it is BellSouth's originating traffic and DeltaCom should receive compensation on a per-minute of use basis just like BellSouth.	a-b) BellSouth places its originating traffic (reciprocal) on a reciprocal trunk group rather than a transit trunk group. If DeltaCom is aware of routing to the contrary, please advise BellSouth so that it can correct any misrouting of traffic. No sharing of transport cost is warranted.	Open

ISSUE NO.	ISSUE DESCRIPTION	DELTACOM POSITION	BELLSOUTH POSITION	ISSUE STATUS
53	Rates and Charges not Ordered by the Commission (All Rate Sheets; Attachment 6 – Section 6; Attachment 2 – Section 22.3.3): a) Should BellSouth be permitted to impose charges related to UNEs that have not been ordered by the Commission in its recent Order in the generic docket for setting UNE rates? b) Should BellSouth provide rate sheets for its contracts that specifically and separately identify those rates that have been approved by a Commission from those rates that BellSouth is proposing?	No. The purpose of the generic docket regarding UNE rates is to set rates for everyone. DeltaCom should not be forced to re-litigate in an arbitration non-recurring charges for UNEs. For example, BellSouth is now proposing a “cancellation” charge for all resold and UNE services that they plan to tariff in their FCC tariff. Additionally, BellSouth is demanding an “Order Modification Charge” which has not been approved by this Commission. First, all rates and charges associated with UNEs have been set by this Commission in Docket No. 27821. Second, it is not appropriate for BellSouth to tariff non-cost based rates in their FCC tariff outside the jurisdiction of this Commission to apply to UNEs. This Commission has exclusive jurisdiction over setting UNE rates. BellSouth should not usurp this Commission’s authority and assess a charge from its interstate tariff to local services. Finally, it is extremely difficult to match the rates BellSouth provides to CLECs in negotiations to those rates that have been actually approved by the Commission.	a) BellSouth is entitled to recover its costs for the provision of UNEs. To the extent that a particular element has not been ordered by the Commission in a generic proceeding and BellSouth proposes such rate in the context of negotiating an interconnection agreement, BellSouth should not be precluded from litigating the issue before the Commission in the arbitration. Section 252(c)(2) of the Act clearly requires resolution of rates issues in an arbitration proceeding. b) BellSouth has provided DeltaCom with its rate sheets. DeltaCom should be equally as capable of comparing BellSouth’s rate sheets with the Commission ordered rates, which are public record. DeltaCom has, in fact, provided BellSouth a copy of such a comparison.	Open
54	Reimburse Costs to Accommodate Modifications (Attachment 2 – Section 2.2.2.8): Can BellSouth impose a charge that has not been approved by the Commission for changes to an order after an FOC has been issued?	No. However, in the interest of compromise, DeltaCom has proposed language wherein DeltaCom will reimburse BellSouth where DeltaCom causes the modification and the cost is not already being recovered. However, BellSouth should reimburse DeltaCom when BellSouth makes modifications.	BellSouth should be entitled to impose order modification charges for design and non-design services pursuant to the FCC tariff.	Open

ISSUE NO.	ISSUE DESCRIPTION	DELTACOM POSITION	BELLSOUTH POSITION	ISSUE STATUS
55	Resend of CFA Fee: Is the CFA fee reasonable and cost-based?	No. The charge for resending a CFA is an example of BellSouth's inflated non-recurring charges.	This fee is for BellSouth to <i>resend</i> CFA information that BellSouth has previously provided to DeltaCom. (Initial CFA information is provided by BellSouth to CLECs at no charge.) BellSouth is not legally obligated to resend this information to DeltaCom; therefore, this rate does not have to be TELRIC based. BellSouth's proposed rate is reasonable and is used to recover only the costs associated with resending the CFA information, at DeltaCom's request.	Open
56	Cancellation Charges: a) May BellSouth charge a cancellation charge which has not been approved by the Commission? b) Are these costs already captured in the existing UNE approved rates?	Cancellation charges have not been approved by this Commission. Additionally, DeltaCom is at a competitive disadvantage if it has to pay cancellation charges and other CLECs do not.	a) BellSouth is entitled to recover its costs for the provision of UNEs. To the extent that a particular element has not been ordered by the Commission in a generic proceeding and BellSouth proposes such rate in the context of negotiating an interconnection agreement BellSouth should not be precluded from litigating the issue before the Commission in the arbitration. Section 252(c)(2) of the Act clearly requires resolution of rates issues in an arbitration proceeding. b) These costs are not already recovered in the existing UNE approved rates.	Open
57	Rates and Charges for Conversion of Customers from Special Access to UNE-based Service (Attachment 2 – Section 2.3.1.6): a) Should BellSouth be permitted to charge for DeltaCom conversions of customers from special access loop to a UNE loop? b) Should the conversion be completed such that there is no disconnect and reconnect (i.e., no outage to the customer)?	No. This is an administrative change only. The BellSouth and AT&T interconnection agreement permits AT&T to send a spreadsheet with a list of those Special Access circuits to be converted to a UNE loop that goes to a collocation.	a) BellSouth is not required to perform conversions of special access to UNEs except for specific combinations. However, if BellSouth negotiates provision of such conversions pursuant to an NBR, such provision would be at market rates and would be outside the scope of the interconnection agreement. b) BellSouth is not required to perform conversions of special access to UNEs except for specific combinations.	Open

ISSUE NO.	ISSUE DESCRIPTION	DELTACOM POSITION	BELLSOUTH POSITION	ISSUE STATUS
58	Unilateral Amendments to the Interconnection Agreement (Attachment 6 – Sections 1.8 and 1.13.2; Attachment 3): a) Should the Interconnection Agreement refer to BellSouth's website address to Guides such as the Jurisdictional Factor Guide? b) Should BellSouth post rates that impact UNE services on its website?	DeltaCom cannot agree to unilateral modifications to the contract. For example, BellSouth recently developed a new factor called the "PLF" which has not been approved by OBF. BellSouth simply posted the change to its Guide on its website. This change has a significant impact on the business relationship between the parties. As a compromise, DeltaCom is willing to agree to a version of the Guide and as updates are made, the parties would have to mutually agree to those changes. BellSouth recently changed a USOC relating to a UNE service that DeltaCom purchases. The pricing change required an amendment to the interconnection agreement. DeltaCom and many other carriers were caught with orders that were clarified or rejected because those rates were not in the interconnection agreement. DeltaCom requests that if BellSouth seeks to make such a change, BellSouth must send the proposed amendment to DeltaCom or, at a minimum, post the new rates and USOCs on its website 45 days in advance of implementing the change.	a) Yes. Certain provisions of the Agreement should incorporate by reference various BellSouth documents and publications. BellSouth may, from time to time during the term hereof, change or alter such documents and publications as necessary. b) BellSouth's position is that we are not required to post rates when the carrier notification is posted on the website. The rates are provided to individual CLECs upon amendment, and BellSouth has agreed to provide DeltaCom with an amendment within 30 days of receipt of such a request.	Open

ISSUE NO.	ISSUE DESCRIPTION	DELTACOM POSITION	BELLSOUTH POSITION	ISSUE STATUS
59	Payment Due Date (Attachment 7 – Sections 1.4 and 1.4.1): Should the payment due date be thirty days from receipt of the bill?	Yes. DeltaCom is receiving thousands of invoices from BellSouth and generally the bills are arriving more than seven days after the invoice date. Moreover, DeltaCom has found numerous errors and received credits from BellSouth in the millions of dollars due to such inaccuracies. DeltaCom should be permitted at least 30 days from the date of receipt of the bill to review the bill and make payment and/or lodge a dispute regarding the erroneous portion of the bill.	No. Payment should be due by the next bill date. BellSouth invoices DeltaCom every 30 days. To the extent DeltaCom has questions about its bills, BellSouth cooperates with DeltaCom to provide responses in a prompt manner and resolve any issue. It is reasonable for payment to be due before the next bill date.	Open
60	Deposits (Attachment 7 – Section 1.11): a) Should the deposit language be reciprocal? b) Must a party return a deposit after generating a good payment history?	The deposit language should be reciprocal because BellSouth does pay for certain services performed by DeltaCom and furthermore should pay for work performed by DeltaCom on BellSouth's behalf. If a party has a good payment history, no deposit should be required. DeltaCom is currently reviewing the FCC's recent policy statement on deposits. The parties also continue to negotiate this issue.	a) The deposit language should not be reciprocal. BellSouth is not similarly situated with a CLEC provider and, therefore should not be subject to the same creditworthiness and deposit requirements/standards. If BellSouth is buying services from a CLEC provider's tariff, the terms and conditions of such tariff will govern whether BellSouth must pay a deposit. Thus, the interconnection agreement is not an appropriate location for a deposit requirement to be placed upon BellSouth. b) BellSouth should not be required to return a deposit after a CLEC generates a good payment history. Payment history alone is not a measure of credit risk.	Open
61	Method of Filing Billing Disputes (Attachment 7 – Section 3.2): Should BellSouth use the same form and procedure for submitting a billing dispute to DeltaCom that BellSouth imposes on DeltaCom?	Yes. If Form 1461 is required of DeltaCom then BellSouth should be required to fill out the same form.	No. BellSouth will adopt OBF guidelines as agreed upon. In the meantime, BellSouth will continue to submit its billing disputes to DeltaCom by letter.	Open
62	Limitation on Back Billing (Attachment 7 – Section 3.5): What is the limit on back billing for undercharges?	DeltaCom recommends that the limit be 90 business days.	BellSouth's limitations for back billing are pursuant to the applicable state's statute of limitation.	Open

ISSUE NO.	ISSUE DESCRIPTION	DELTACOM POSITION	BELLSOUTH POSITION	ISSUE STATUS
63	Audits (Attachment 7): Is it appropriate to include language for audits of the parties' billing for services under the interconnection agreement?	DeltaCom requested the AT&T/BellSouth language on audits pursuant to the pick and choose rule. BellSouth claims that DeltaCom cannot pick and choose language from Attachment 7 — Billing, because billing is not a service and is therefore not subject to the pick and choose rule. DeltaCom strongly disagrees and believes that BellSouth is in violation of the pick and choose rule. However, DeltaCom is reviewing the AT&T/BellSouth audit language and plans to offer a second proposal.	Adoptions pursuant to 47 USC § 252(i) are limited to network elements, services, and interconnection rates, terms and conditions and do not apply to other aspects of the Interconnection Agreement that are not required pursuant to Section 251. 47 USC § 252(i) only requires an ILEC to make available "any interconnection, service, or network element" under the same terms and conditions as the original Interconnection Agreement. Billing is not a Section 251 requirement subject to Section 252(i) and is, therefore, not subject to the pick and choose rule.	Open
64	ADUF: What terms and conditions should apply to ADUF?	DeltaCom should only have to pay for those ADUF records actually associated with the billing of access records. UNE rates should apply to traffic with BellSouth's CIC where DeltaCom has purchased unbundled switching.	DeltaCom is asking BellSouth to isolate and provide to them only certain ADUF records. BellSouth is not required to do this. Consistent with the FCC's 271 Orders in BellSouth's states, BellSouth provides competing carriers with complete, accurate, and timely reports on the service usage of their customers in substantially the same manner that BellSouth provides such information to itself. If DeltaCom wants a customized report, it should file a New Business Request.	Open
65	Notification of Changes to OSS and Changes of Business Rules/Practices (Attachment 6 – Sections 1 and 1.13.2): a) Should BellSouth provide notice via telephone or e-mail when there are going to be changes to OSS with less than 60 days advance notice? b) Must BellSouth provide notice 60 days in advance of deployment of changes that would impact DeltaCom?	Yes. DeltaCom must have advance notice of changes to OSS and/or business rules or products. DeltaCom has experienced disruptions where BellSouth has failed to provide such notice.	a) Closed b) BellSouth will notify DeltaCom of changes to ordering and pre-ordering interfaces and business rules via the appropriate BellSouth website 30-days prior to such changes. BellSouth will provide DeltaCom with a list of postings to the website on a daily basis.	Closed as to subpart a only.

ISSUE NO.	ISSUE DESCRIPTION	DELTACOM POSITION	BELLSOUTH POSITION	ISSUE STATUS
66	Testing of End-User Data (Attachment 6 – Section 1.3): Should BellSouth provide testing of DeltaCom end-user data to the same extent BellSouth does such testing of its own end-user data?	Yes.	Arbitration is not the appropriate forum for the resolution of this issue. This issue involves process and systems changes that affect all CLECs on a regional basis and should be addressed in the CCP. In addition, BellSouth provides CLECs with access to the two testing environments: the traditional testing environment (used where a CLEC is shifting from manual to an electronic environment, or upgrading its electronic interface to a new industry standard) and the CLEC Application Verification Environment (“CAVE”), which allows CLECs to perform optional, functional, and pre-release testing for EDI, TAG, and LENS. These test environments are governed under CCP and were found compliant by the each of the state regulatory authorities in BellSouth’s nine-state region as well as the FCC for BellSouth’s 271 applications with regard to providing CLECS with a stable test environment.	Open
67	Availability of OSS Systems (Attachment 6 – Section 3.3): May BellSouth shut down OSS systems during normal working hours (8 a.m. to 5 p.m.) without notice or consent from DeltaCom?	Under no circumstances should BellSouth shut down DeltaCom’s access to OSS during normal working hours without notice or consent of DeltaCom.	Arbitration is not the appropriate forum for the resolution of this issue. This issue involves process and systems changes that affect all CLECs on a regional basis and should be addressed in the CCP. In addition, BellSouth provides DeltaCom and all CLECs with OSS system availability times. At certain times these systems are not available due to scheduled maintenance or upgrades. These are normally performed during off peak hours. CLECs are given notice as governed under CCP when OSS systems will not be available during normal availability hours.	Open
68	Provision of Customer Service Records: What requirements should apply to the provision of customer service records?			Closed

ISSUE NO.	ISSUE DESCRIPTION	DELTACOM POSITION	BELLSOUTH POSITION	ISSUE STATUS
69	Inadvertent Transfer of Customers: Should there be a process to allow a carrier to return a customer to its preferred provider in situations where the customer was inadvertently transferred to either DeltaCom or BellSouth?	There are situations where either BellSouth or DeltaCom has requested the transfer of a customer's service. Unfortunately, DeltaCom does not have the ability to reverse the customer's transfer whereas BellSouth can do so. BellSouth will not reverse the transfer at DeltaCom's request, but only at the customer's request.	BellSouth's process to return a migrated customer to BellSouth requires a service request from the customer. This process documents that a valid service request is received and properly processed to assure accurate records and inventories are established. Undocumented migration reversals would cause invalid customer records, confusion, and potential customer impacts.	Open
70	Reimbursement of Costs for Trouble Analysis and Error Resolution: Should BellSouth reimburse DeltaCom for DeltaCom's costs where BellSouth's errors require DeltaCom to do trouble analysis and error resolution?	Yes.	BellSouth is not responsible for any internal analysis or error resolution performed by DeltaCom. CLECs are responsible to isolate trouble conditions into the BellSouth network prior to issuing a maintenance request. BellSouth processes will resolve any BellSouth maintenance problem identified by a CLEC and, unlike the CLECs, have adequate measures to assure the effectiveness of these processes.	Open
71	Reciprocity of Porting Procedures: Should the parties utilize the same porting procedures?	Yes. BellSouth has on occasion required DeltaCom to work weekends to fix a porting problem created by BellSouth, yet when DeltaCom asked for the same consideration, BellSouth refused. If BellSouth is unwilling to reciprocate, DeltaCom seeks to have language that states BellSouth will not require such treatment without extending the same efforts for DeltaCom.	BellSouth has processes in place to assist with LNP porting problems identified during the provisioning process. Once DeltaCom accepts an order as complete, any subsequent problems are handled as maintenance issues and processed in accordance with maintenance procedures. BellSouth does not expect any different process from DeltaCom.	Open

#482017

CERTIFICATE OF SERVICE

I hereby certify that on March 4, 2003, a copy of the foregoing document was served on the parties of record, via the method indicated:

☐ Hand
☒ Mail
☐ Facsimile
☐ Overnight

Henry Walker, Esquire
Boult, Cummings, et al.
414 Union Street, #1600
Nashville, TN 37219-8062

☐ Hand
☒ Mail
☐ Facsimile
☐ Overnight

Nanette S. Edwards, Esquire
ITC^DeltaCom
4092 South Memorial Parkway
Huntsville, AL 35802

☐ Hand
☒ Mail
☐ Facsimile
☐ Overnight

David Adelman, Esquire
Charles B. Jones, III, Esquire
Sutherland Asbill & Brennan
999 Peachtree Street, NE
Atlanta, GA 30309


