

January 10, 2011

**Via Electronic Filing and U.S. Mail**

Mr. David Foster, Chief  
Utilities Division  
Tennessee Regulatory Authority  
c/o Sharla Dillon, Dockets and Records Manager  
460 James Robertson Parkway  
Nashville, Tennessee 37243

filed electronically in docket office on  
01/11/11

Re: In the Matter of the Application of dPi Teleconnect, LLC for  
Designation as an Eligible Telecommunications Carrier (ETC),  
Docket No. 10-00147

Dear Mr. Foster:

In connection with the referenced matter, I am submitting the original and four (4) copies of the Responses of dPi Teleconnect, LLC to the Tennessee Regulatory Authority's additional Data Requests issued October 26, 2010. Please note that this filing contains certain confidential and proprietary information which is being filed under seal. Please stamp the extra copy of the entire filing as "received" and return to me in the self-addressed envelope provided.

Please do not hesitate to contact me should you have any further questions or comments.

Sincerely,

WATKINS LUDLAM WINTER & STENNIS, P.A.

  
Stanley Q. Smith

SQS/ssb

cc: Frank Del Col  
Robin Hicks  
Dana Hoyle  
J. Andrew Gipson

**Tennessee Regulatory Authority**  
**dPi Teleconnect, LLC's Response to Additional Data Requests**  
**for Docket No. 10-00147**

TRA Original Question 1:

Indicate the Tennessee exchanges in which dPi Teleconnect, LLC is currently and/or will be providing facilities based services using its own facilities and/or a combination of resale and UNE's.

TRA Follow-up to Question 1:

The list provided by dPi in its September 30, 2010 responses does not provide a response to Question 1. In addition to the list NPA-NXXs by rate center, dPi needs to indicate the number of lines served and identify which lines are served by dPi's own facilities (UNEs) or by resale.

**Response:** *By way of clarification, dPi has historically provisioned nearly all customers on a resale basis. It currently provides services in all previously listed rate centers on a resale basis, and seeks to add new customers in the same NPA-NXXs by rate centers utilizing UNEs. 100% of all new Lifeline customers will be provisioned utilizing UNEs. dPi stands ready to modify its existing practices with regards to provisioning the correct percentage of UNEs versus resale to ensure compliance with staff mandates.*

Additionally, in regard to network elements and/or combinations discussed in dPi's petition at paragraph 9 & 10, provide the following information:

**Response:** *See chart below for responses to the following:*

- USOC of each unbundled network element obtained from the ILEC as provided above.
- Cost of each network element obtained from the ILEC
- Plain language name of each network element obtained from the ILEC listed.
- Service for which each network element listed is needed for provisioning.
- Rate center/Exchange service area from which each network element listed is provisioned.

**Response:** *These elements apply to all AT&T Rate Centers in Tennessee.*

USOC	USOC Description	Service for which each network element listed is needed for provisioning	Charge Rate
UEPLX	Unbundled Loop Voice Grade	Copper Wire from CO to customer Premise	\$16.31
UEPVF	UNE Vertical Features Package	Element required for feature bundle	\$0.00
ESM	Call Forwarding	Call Forwarding	\$0.00
ESX	Call Waiting	Call Waiting	\$0.00
NSD	Caller ID Number Delivery	Caller ID Number Delivery	\$0.00
NSS	CALL RETURN	CALL RETURN	\$0.00
ESC	Three-Way Calling	Three-Way Calling	\$0.00
CREX6	Custom Toll Restriction	Custom Toll Restriction	\$0.00
BRD	Repeat Dial Blocking	Repeat Dial Blocking	\$0.00
UEPAQ	UNBUNDLED EXCH PORT 2W VOICE TN DIALING WITH CALLER ID CAP	Switch (Dial Tone Port) providing end user service	\$8.70

TRA: Describe, providing specific details, dPi's connectivity to the PSTN through/by way of the ILEC, or other Tennessee authorized Telecommunications Provider.

**Response:** *dPi obtains access to the PSTN by leasing the parts of the ILEC's existing telecommunications network that it is required to offer on an unbundled basis. These network parts make up the local loop that connects the customer premise to a DSLAM, a voice switch or both. Leasing the loop allows dPi to deliver service to Tennessee consumers without being required to lay duplicative network infrastructure, such as copper wire, optical fiber, and coaxial cable.*

TRA Original Question 2:

dPi Teleconnect has provided copies of its advertisements; however, dPi Teleconnect is requested to provide copies of specific advertisements for Lifeline services, showing the prices for services and for connection and describing the means used for distribution of the provided advertisements.

TRA Follow-up to Question 2:

In accordance with TRA rules Lifeline is a required service offering; therefore, provide copies and/or other information detailing the advertisement of its Lifeline and LinkUp service offerings as specified in dPi's Tariff at 4.1.1 C and 5.1.1.C. Include dPi's plans for the distribution of this advertisement demonstrating that the information will reach those most likely to qualify for the service.

**Response:** *Please see the Attached Lifeline and LinkUp Advertisements (Exhibit A). We have included the verbiage we plan to utilize for the Tennessee market. This verbiage will be displayed similar to the sample advertisement included in Exhibit A. With today's economy, a consumer's ability to budget is crucial. dPi*

*offers no credit checks, no deposits, and no contracts to consumers in Tennessee. dPi is in the process of developing a new marketing team to achieve target marketing to low income households through the distribution of door hangers, pamphlet distribution in historically underprivileged neighborhoods, as well as an extensive agent network already set up in the state providing face to face interactions with the existing customer target base. dPi utilizes its currently staffed sales personnel to handle incoming service inquiries through its toll free number and its website, [www.dPiteleconnect.com](http://www.dPiteleconnect.com).*

TRA Original Question 5:

Describe what benefits and/or enhance (sic) services Tennessee consumers may realize by subscribing to dPi Teleconnect, LLC which are not already currently provide(sic) by ILECs and/or other Competitive companies.

TRA Follow-up to Question 5:

Describe specific benefits and enhanced and unique service that dPi will provide which are not currently available to consumers in Tennessee by the ILEC and/or other competitive companies.

**Response:** *dPi is distinctive in that we allow our customers to "pay as they go" meaning they can pay by the day, week or month. It's Pay As You Go prepaid local home phone packages are designed to fit all budgets. Lifeline customers are offered any of our tariffed local home phone packages at discounted prices. In addition to prepaid local service, customers can chose from prepaid long distance and prepaid internet service.*

*dPi additionally offers a Prompt Payment Discount. Every month, Tennessee consumers can lower their local phone bill by \$10 for the following month when they pay their full bill on or before their due date. This unique impetus, along with the Lifeline credit of \$13.50, further promotes target market penetration, further incenting low income customers to purchase dPi's local phone service.*

TRA Original Question 6:

Describe dPi Teleconnect's measures in place to prevent those Lifeline consumers served via resale of another carrier's services that dPi Teleconnect is not receiving the federal universal service Lifeline credit from the serving company and filing for credit with the Universal Administration Company.

TRA Follow-up to Question 6:

In addition to the process described above, provide the company name and contact information for dPi's third party vendor contracted to handle reporting to

the Universal Service Administration Company with appropriate examples of documents and/or reports generated by that company.

**Response:** *dPi's third party vendor is CGM, LLC and can be contacted at 888.594.3860. CGM provides "Compliance Assistance and Subsidy Optimization Strategies to service providers focused on the Government-assisted-consumer market." Their Lifeline Services Bureau focuses on:*

- *Improving cash-flow by ensuring all lifeline submissions are accurate the first time.*
- *Providing information integral to dPi's Lifeline compliance obligations.*
- *Monthly Filing and tracking of the form 497.*
- *Edit Files for compliance*
- *Audit Support with on line reporting*
- *Monthly Compliance Review*

*CGM provides monthly Lifeline Audit Details that analyze each Lifeline request, kicking out any failed edits. Examples of failed edits include:*

- *Double-Dip Edit: DPI is a long-time client of CGM, LLC, a lifeline editing and data processing service bureau based in Roswell Georgia. Each month, prior to calculating the total of subsidy reimbursements to be requested via the federal 497 form, CGM's systems compare the list of subsidies-given by dPi to the USOC-level detail of DPI's underlying carrier invoice. This edit identifies any/all lines for which DPI has received a lifeline discount/subsidy from the underlying carrier. All such lines are then edited out of the file that will be used to complete the federal 497 form. This edit insures that DPI will never request a subsidy for the same line, in the same month, from both an underlying carrier and USAC.*
- *Same-Month Lifeline Edit: CGM's systems also edit for duplicate lifeline subsidies given to the same address in a single month, across an ETC's entire platform (wireline and wireless). This ensures that an ETC will never request two lifeline subsidies for the same address in the same month.*
- *Duplicate Historical Link-up Edit: CGM builds a unique data base for each of its client. The DPI data bases contain the name and address details of every LINK-up subsidy that DPI has ever requested from USAC. All current-month Link-up reimbursement candidate data is processed through this database prior to inclusion on a federal 497 form. Any historical duplicates are edited out. This ensures that DPI will only provide a single Link-up subsidy to a name/address, ever.*
- *Active Line Edit: Each month, CGM confirms that all lines for which federal reimbursement is requested, are active lines on the carriers/underlying carrier*

*network. As such, DPI will never request reimbursement for lines that have been terminated in previous months.*

*See Exhibit B for samples of reports. This information contains proprietary information and is therefore being filed under seal with request for confidentiality.*

TRA Question 7:

Describe, providing full technical detail, company's current as well as planned service provisioning processes utilized in other states such as North Carolina. The provided description should fully explain all aspects of the services provided.

**Response:** *AT&T provides to dPi nondiscriminatory access to its Operations Support Systems ("OSS") and the necessary information contained therein. dPi utilizes AT&T's OSS for the functions of pre-ordering, ordering, provisioning, maintenance and repair, and billing. Please see attached herewith a copy of Attachment 6 of our approved interconnection agreement, captioned "PRE-ORDERING, ORDERING, PROVISIONING, MAINTENANCE AND REPAIR." (See Exhibit C to Responses.) As described therein, AT&T makes available to dPi electronic interfaces for the purpose of exchanging order information. This includes order status and completion notification, for certain network elements. This excerpt from our ICA provides full technical detail of the provisioning process between the entities. This process applies to other AT&T states, such as North Carolina.*

TRA: Provide in detail the method dPi uses to obtain Tennessee telephone numbers for assignment to end user subscribers.

**Response:** *AT&T provides to dPi nondiscriminatory access to its numbering resources. AT&T provides to dPi online access to available telephone numbers on a first come first served basis. Additionally, dPi is able to port numbers, via Local Number Portability. Please see attached herewith a copy of Attachment 5 of our approved interconnection agreement, captioned "Access to Numbers and Number Portability". (See Exhibit D to Responses.) This exhibit explains in detail the methodology used for telephone number assignment to end-user subscribers.*

# Take One!

## Home Phone Service

Everyone is  
**Approved!**

### Today

**Also Available:**

- Up to 2,000 Minutes of Long Distance
- Prepaid Cellular Airtime Minutes



[www.joindpi.com](http://www.joindpi.com)

Ask your agent about  
Special Promotions!

## PrePaid Residential Phone Service

### Basic

Basic Includes Optional Features

3 Great Plans!

### Advantage

Advantage Free Caller ID/Call Waiting

### Premier

Premier Free Assorted Features including  
Caller ID/Call Waiting

Ask about our Special Reduced  
Rate plans if you qualify!

All plans include unlimited local calling, 911 service and  
Free Directory Assistance when calling 1-800-373-3411

### Also Available!

- **1+Direct Dialing Long Distance**  
500 & 2,000 minutes of True Talk Time. No Surcharges  
Available to Customers in AT&T & Verizon areas
- **800 Access Long Distance**  
100, 200, 500 & 2,800 minutes available
- **Local Dial-up Internet Service**  
Available in most areas
- **\$10.00 Referral Credit**  
Refer someone to our phone service and when connected,  
you will receive a \$10.00 Credit. Refer as many persons  
as you like!

For the Best Prices & Promotional Specials, see your local DPI Agent

**DRAFT**

**Take One!**

**DPI Prepaid Home Phone Service**

**Everyone is Approved!**

Get Connected or Convert Your Existing Service

**TODAY!**

***Also Available:***

- Special Reduced Rate Plans for Lifeline/Linkup Government Assistance Programs
- Long Distance Plans for 100 up to 2,000 Minutes of Domestic Long Distance depending on service area
- Dial Up Internet Service
- Referral Credits
- Prepaid Cellular Airtime Minutes

- No Deposit •No Credit Check
- No ID Required

(Insert dPi Logo)

Ask your agent about  
Special Promotions!

Visit [www.dpiteleconnect.com](http://www.dpiteleconnect.com) or call **1-877-JOIN DPI (564-6374)** for service availability, terms and conditions, or more information. Service Provider: dPi Teleconnect, LLC.



# **PrePaid Residential Phone Service**

**All Plans Subject to \$60 Activation Fee**

(Insert 3 Plans )

## **Basic Package**

Starting at \$39.99 a month excluding taxes, surcharges, and fees. Includes unlimited Local Calling. Rate varies by service area.

## **Advantage Package**

Starting at \$36.95 a month excluding taxes, surcharges, and fees. Includes unlimited Local Calling, Caller ID and Call Waiting. Rate varies by service area.

## **Premier Package**

Starting at \$49.99 a month excluding taxes, surcharges, and fees. Includes unlimited Local Calling, Caller ID, Call Waiting, Call Return, Call Forwarding, and 3 Way Calling. Rate varies by service area.

Ask about our Special Reduced Rate plans for Lifeline/LinkUp government assistance programs to see if you qualify. If qualified you could receive \$13.50 a month toward reducing your bill and up to \$30 reduction in the activation fee.

All plans include unlimited local calling, 911 service, and Free Directory Assistance when calling 1-800-373-3411. Prompt Pay Discounts available.

**Service activation requires completed application, agreement to terms and conditions of service provided with application, and payment of first month's service and installation charges including all applicable taxes, surcharges, and fees.**

**For the Best Prices & Promotional Specials, see your local dPi Agent**

Visit [www.dpiteleconnect.com](http://www.dpiteleconnect.com) or call **1-877-JOIN DPI (564-6374)** for service availability, terms and conditions or more information.

**Attachment 6**

**Pre-Ordering, Ordering, Provisioning,  
Maintenance and Repair**

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## **PRE-ORDERING, ORDERING, PROVISIONING, MAINTENANCE AND REPAIR**

- 1. Quality of Pre-Ordering, Ordering, Provisioning, Maintenance and Repair**
  - 1.1 BellSouth shall provide to dPi nondiscriminatory access to its OSS and the necessary information contained therein in order that dPi can perform the functions of pre-ordering, ordering, provisioning, maintenance and repair, and billing. BellSouth shall provide dPi with all relevant documentation (manuals, user guides, specifications, etc.) regarding business rules and other formatting information as well as practices and procedures necessary to ensure requests are efficiently processed. All documentation will be readily accessible at BellSouth's Interconnection Web site. BellSouth shall ensure that its OSS are designed to accommodate requests for both current and projected demands of dPi and other CLECs in the aggregate.
- 2. Access to Operations Support Systems**
  - 2.1 BellSouth shall provide to dPi nondiscriminatory access to its OSS and the necessary information contained therein in order that dPi can perform the functions of pre-ordering, ordering, provisioning, maintenance and repair, and billing. BellSouth shall provide nondiscriminatory access to the OSS through manual and/or electronic interfaces as described in this Attachment. It is the sole responsibility of dPi to obtain the technical capability to access and utilize BellSouth's OSS interfaces. Specifications for dPi's access and use of BellSouth's electronic interfaces are set forth at BellSouth's Interconnection Web site.
    - 2.1.1 dPi agrees to comply with the provisions of the OSS Interconnection Volume Guidelines as set forth at BellSouth's Interconnection Web site.
  - 2.2 Pre-Ordering
    - 2.2.1 BellSouth will provide electronic access to its OSS and the information contained therein in order that dPi can perform the following pre-ordering functions: service address validation, telephone number selection, service and feature availability, due date information, customer record information and loop makeup information. Mechanized access is provided by electronic interfaces whose specifications for access and use are set forth at BellSouth's Interconnection Web site. The process by which the Parties will manage these electronic interfaces to include the development and introduction of new interfaces will be governed by the change management process as described in Section 2.7 below.
    - 2.2.2 BellSouth shall provide to dPi electronic access to customer service record information in accordance with the applicable performance intervals referenced in

Attachment 9. If electronic access is not available, BellSouth shall provide to dPi such information within twenty-four (24) hours. dPi shall provide to BellSouth access to customer record information, including circuit numbers associated with each telephone number where applicable. dPi shall provide such information within four (4) hours after request via electronic access where available. If electronic access is not available, dPi shall provide to BellSouth paper copies of customer record information, including circuit numbers associated with each telephone number where applicable. dPi shall provide to BellSouth such customer service records within twenty-four (24) hours of a valid request, exclusive of Saturdays, Sundays and holidays.

- 2.2.3 The Parties agree not to view, copy, or otherwise obtain access to the other Party's customer record information about any of the other Party's customers without that customer's permission. dPi will obtain access to customer record information only in strict compliance with applicable laws, rules, or regulations of the state in which the service is provided. BellSouth reserves the right to audit dPi's access to customer record information. If BellSouth has reason to believe, through its audit or by any other means, that dPi is accessing customer record information without having obtained the proper customer authorization, BellSouth upon reasonable notice to dPi may take corrective action, including but not limited to suspending or terminating dPi's access to BellSouth's pre-ordering and ordering OSS, and the provisioning of pending and existing services.

2.3 Ordering

- 2.3.1 BellSouth will make available to dPi electronic interfaces for the purpose of exchanging order information, including order status and completion notification, for non-complex and certain complex resale requests and certain network elements. Specifications for access and use of BellSouth's electronic interfaces are set forth at BellSouth's Interconnection Web site. The process by which the Parties will manage these electronic interfaces to include the development and introduction of new interfaces will be governed by the change management process as described in Section 2.7 below.

- 2.3.2 dPi shall place orders for services by submitting a LSR to BellSouth. BellSouth shall bill dPi an electronic service order charge at the rate set forth in the applicable Attachment to this Agreement for each LSR submitted by means of an electronic interface. BellSouth shall bill dPi a manual service order charge at the rate set forth in the applicable Attachment to this Agreement for each LSR submitted by means other than the electronic Interfaces (c.g., mail, fax, courier, etc.). An individual LSR will be identified for billing purposes by its PON.

- 2.3.2.1 dPi may submit an LSR to request that a customer's service be temporarily suspended, denied, or restored. Alternatively, dPi may submit a list of such

customers if dPi provides a separate PON for each location on the list. BellSouth will bill an electronic or manual service order charge for each location.

2.3.2.2 BellSouth will bill the electronic or manual service order charge, as applicable, for an LSR, regardless of whether that LSR is later supplemented, clarified or cancelled.

2.3.2.3 Notwithstanding the foregoing, BellSouth will not bill an additional electronic or manual service order charge for supplements to any LSR submitted to clarify, correct, change or cancel a previously submitted LSR.

2.3.2.4 BellSouth shall return a Firm Order Confirmation (FOC) or LSR clarification in accordance with the applicable performance intervals referenced in Attachment 9. dPi shall provide to BellSouth a FOC within twenty-four (24) hours of the receipt from BellSouth of a complete and accurate LSR, exclusive of Saturdays, Sundays and holidays. dPi shall provide to BellSouth an LSR clarification within twenty-four (24) hours of the receipt from BellSouth of an incomplete and inaccurate LSR, exclusive of Saturdays, Sundays and holidays.

#### 2.4 Provisioning

2.4.1 BellSouth shall provision services during its regular working hours. To the extent dPi requests provisioning of service to be performed outside BellSouth's regular working hours, or the work so requested requires BellSouth's technicians or project managers to work outside of regular working hours, overtime charges set forth in BellSouth's intrastate Access Services Tariff, Section E13.2, shall apply. Notwithstanding the foregoing, if such work is performed outside of regular working hours by a BellSouth technician or project manager during his or her scheduled shift and BellSouth does not incur any overtime charges in performing the work on behalf of dPi, BellSouth will not assess dPi additional charges beyond the rates and charges specified in this Agreement.

2.4.2 In the event BellSouth must dispatch to the customer's location more than once due to incorrect or incomplete information provided by dPi (e.g., incomplete address, incorrect contact name/number, etc.), BellSouth will bill dPi for each additional dispatch required to provision the circuit due to the incorrect/incomplete information provided. BellSouth will assess the applicable Maintenance of Service rates from BellSouth's FCC No. 1 Tariff, Section 13.3.1.

2.4.3 Cancellation Charges. If dPi cancels an LSR for network elements or resold services subsequent to BellSouth's generation of a service order, any costs incurred by BellSouth in conjunction with provisioning of Services as requested on the cancelled LSR will be recovered in accordance with the cancellation methodology set forth in the Cancellation Charge Percentage Chart found on BellSouth's Interconnection Web site. In addition, BellSouth reserves the right to assess

cancellation charges if dPi fails to respond within nine (9) business days to a Missed Appointment order notification.

- 2.4.3.1 Notwithstanding the foregoing, if dPi places an LSR based upon BellSouth's loop makeup information, and such information is inaccurate resulting in the inability of BellSouth to provision the network elements requested and another spare compatible facility cannot be found with the transmission characteristics of the network elements originally requested, cancellation charges described in this Section shall not apply. Where dPi places a single LSR for multiple network elements or services based upon loop makeup information, and information as to some, but not all, of the network elements or services is inaccurate, if BellSouth cannot provision the network elements or services that were the subject of the inaccurate loop makeup information, dPi may cancel its request for those network elements or services without incurring cancellation charges as described in this Section. In such instance, should dPi elect to cancel the entire LSR, cancellation charges as described in this Section shall apply to those elements and services that were not the subject of inaccurate loop makeup.
- 2.4.4 Service Date Advancement Charges (Expedites). For Service Date Advancement requests by dPi, Service Date Advancement charges will apply for intervals less than the standard interval as outlined in the BellSouth Product and Services Interval Guide. The charges are as set forth in Exhibit A of Attachment 2.
- 2.4.5 Order Modification Charges. If dPi modifies an order after being sent a FOC from BellSouth, the Order Modification Charge (OMC) or Order Modification Charge Additional Dispatch (OMCAD) will be paid by dPi in accordance with Exhibit A of Attachment 2.
- 2.5 Maintenance and Repair
- 2.5.1 BellSouth will make available to dPi electronic interfaces for the purpose of reporting and monitoring service troubles. Specifications for access and use of BellSouth's maintenance and repair electronic interfaces are set forth at BellSouth's Interconnection Web site. The process by which the Parties will manage these electronic interfaces to include the development and introduction of new interfaces will be governed by the change management process as described in Section 2.7 below. Requests for trouble repair are billed in accordance with the provisions of this Agreement. BellSouth and dPi agree to adhere to BellSouth's Operational Understanding. The Operational Understanding may be accessed via BellSouth's Interconnection Web site.
- 2.5.2 If dPi reports a trouble on a BellSouth Network Element and no trouble is found in BellSouth's network, BellSouth will charge dPi a Maintenance of Service Charge for any dispatching and testing (both inside and outside the CO) required by BellSouth in order to confirm the working status. BellSouth will assess the

Maintenance of Service rates as set forth in BellSouth's FCC No. 1 Tariff, Section 13.3.1.

- 2.5.2.1 In the event BellSouth must dispatch to the customer's location more than once due to incorrect or incomplete information provided by dPi (e.g., incomplete address, incorrect contact name/number, etc.), BellSouth will bill dPi for each additional dispatch required to repair the circuit due to the incorrect/incomplete information provided. BellSouth will assess the Maintenance of Service rates as set forth in BellSouth's FCC No. 1 Tariff, Section 13.3.1.
- 2.5.3 If dPi reports a trouble on a resold service and no trouble is found in BellSouth's network, BellSouth will charge dPi a Trouble Determination Charge or a Trouble Location Charge for any dispatching and testing (both inside and outside the CO) required by BellSouth in order to confirm the working status. BellSouth will assess the Trouble Determination Charge or Trouble Location Charge from the applicable BellSouth tariff.
- 2.5.3.1 In the event BellSouth must dispatch to the customer's location more than once due to incorrect or incomplete information provided by dPi (e.g., incomplete address, incorrect contact name/number, etc.), BellSouth will bill dPi for each additional dispatch required to repair the circuit due to the incorrect/incomplete information provided. BellSouth will assess the Trouble Determination Charge or Trouble Location Charge from the applicable BellSouth tariff.
- 2.6 Billing. BellSouth will provide dPi nondiscriminatory access to billing information as specified in Attachment 7.
- 2.7 Change Management. The Parties agree that the collaborative change management process known as the Change Control Process (CCP) will be used to manage changes to existing interfaces, introduction of new interfaces and retirement of interfaces. The Parties agree to comply with the provisions of the documented CCP as may be amended from time to time and incorporated herein by reference. The change management process will cover changes to BellSouth's electronic interfaces, BellSouth's testing environment, associated manual process improvements, and relevant documentation. The process will define a procedure for resolution of change management disputes. Documentation of the CCP as well as related information and processes will be clearly organized and readily accessible to dPi at BellSouth's Interconnection Web site.
- 2.8 Rates. Unless otherwise specified herein, charges for the use of BellSouth's OSS, and other charges applicable to pre-ordering, ordering, provisioning and maintenance and repair, shall be at the rates set forth in the applicable Attachment of this Agreement.
- 2.9 The Commissions in some states have ordered per element manual additive nonrecurring charges for Network Elements and Other Services ordered by means



other than one of the interactive interfaces. These ordered Network Elements and Other Services manual additive nonrecurring charges will apply in these states, rather than the charge per LSR. The per element charges are listed in Exhibit A of Attachment 2.

**3. Miscellaneous**

**3.1 Pending Orders.** To the extent that dPi submits an LSR with incomplete, incorrect or conflicting information, BellSouth will return the LSR to dPi for clarification. dPi shall respond to the request for clarification within thirty (30) days by submitting a supplemental LSR. If dPi does not submit a supplement LSR within thirty (30) days, BellSouth will cancel the original LSR and dPi shall be required to submit a new LSR, with a new PON.

**3.2 Single Point of Contact.** dPi will be the single point of contact with BellSouth for ordering activity for network elements and other services used by dPi to provide services to its customers, except that BellSouth may accept a request directly from another CLEC, or BellSouth, acting with authorization of the affected customer. dPi and BellSouth shall each execute a blanket LOA with respect to customer requests so that prior proof of customer authorization will not be necessary with every request (except in the case of a local service freeze). The Parties shall each be entitled to adopt their own internal processes for verification of customer authorization for requests, provided, however, that such processes shall comply with applicable state and federal law and industry and regulatory guidelines. Pursuant to a request from another carrier, BellSouth may disconnect any network element being used by dPi to provide service to that customer and may rouse such network elements or facilities to enable such other carrier to provide service to the customer. BellSouth will notify dPi that such a request has been processed but will not be required to notify dPi in advance of such processing.

**3.2.1** Neither Party shall prevent or delay a customer from migrating to another carrier because of unpaid bills, denied service, or contract terms.

**3.2.2. Use of Facilities.** When a customer of dPi elects to discontinue service and to transfer service to another local exchange carrier, including BellSouth, BellSouth shall have the right to reuse the facilities provided to dPi, regardless whether those facilities are provided as Network Elements or as part of a resold service, and regardless of whether the end user served with such facilities has paid all charges to dPi or has been denied service for nonpayment or otherwise. BellSouth will notify dPi that such a request has been processed after the disconnect order has been completed.

**3.3 Contact Numbers.** The Parties agree to provide one another with toll-free nation-wide (50 states) contact numbers for the purpose of ordering, provisioning and maintenance of services. Contact numbers for maintenance/repair of services

shall be staffed twenty-four (24) hours per day, seven (7) days per week. BellSouth will close trouble tickets after making a reasonable effort to contact dPi for authorization to close a ticket. BellSouth will place trouble tickets in delayed maintenance status after making a reasonable effort to contact dPi to request additional information or to request authorization for additional work deemed necessary by BellSouth.

- 3.4 Subscription Functions. In cases where BellSouth performs subscription functions for an IXC (i.e., PIC and LPIC changes via Customer Account Record Exchange (CARE)), BellSouth will in all possible instances provide the affected IXCs with the OCN of the local provider for the purpose of obtaining customer billing account and other customer information required under subscription requirements.
- 3.4.1 When dPi's customer, served by resale or loop and port combinations, changes its PIC or LPIC, and per BellSouth's FCC or state tariff the interexchange carrier elects to charge the customer the PIC or LPIC change charge, BellSouth will bill the PIC or LPIC change charge to dPi, which has the billing relationship with that customer, and dPi may pass such charge to the customer.

**Attachment 5**  
**Access to Numbers and Number Portability**

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## ACCESS TO NUMBERS AND NUMBER PORTABILITY

1. **Non-Discriminatory Access to Telephone Numbers**
  - 1.1 During the term of this Agreement, where dPi is utilizing its own switch, dPi shall contact the North American Numbering Plan Administrator (NANPA), or, where applicable, the relevant Number Pool Administrator for the assignment of numbering resources.
  - 1.2 Where BellSouth provides resold services to dPi, BellSouth will provide dPi with online access to available telephone numbers as defined by applicable FCC rules and regulations on a first come first served basis. dPi acknowledges that such access to numbers shall be in accordance with the appropriate FCC rules and regulations. dPi may designate up to a forecasted six (6) months supply of available numbers as intermediate (an available number provided to dPi) telephone numbers per rate center if the following conditions are met:
    - 1.2.1 dPi must: (1) indicate that all of the intermediate numbers currently held by dPi in each rate center where dPi will be requesting intermediate telephone numbers have six (6) or less months to exhaust; (2) supply projected monthly telephone number demand on a rate center basis for the coming twelve (12) months for each rate center where dPi will be requesting intermediate telephone numbers; and, (3) demonstrate that the utilization level on current intermediate numbers held by dPi in the rate center where dPi is requesting telephone numbers has reached at least seventy-five percent (75%).
    - 1.2.2 The above information will be provided by dPi by submitting to BellSouth a fully completed "CO Code Assignments Months To Exhaust Certification Worksheet - TN Level" (MTE Worksheet), Appendix B to the Central Office Code (NXX) Assignments Guidelines, INC 95-0407-008 for each rate center where dPi will be requesting intermediate telephone numbers. The utilization level is calculated by dividing all intermediate numbers currently assigned by dPi to customers by the total number of intermediate numbers held by dPi in the rate center and multiplying the result by one hundred (100).
    - 1.2.3 If fulfilling dPi's request for intermediate numbers results in BellSouth having to submit a request for additional telephone numbers to a national numbering administrator (either NANPA CO Code Administration or NeuStar Pooling Administration or their successors), BellSouth will submit the required numbering request to the national numbering administrator to satisfy dPi's request for intermediate numbers. BellSouth will also pursue all appropriate steps (including submitting a safety valve request (petition) to the appropriate Commission if the

numbering request is denied by the national administrator) to satisfy dPi's request for intermediate numbers. In these cases, BellSouth is not obligated to fulfill the request by dPi for intermediate numbers unless, and until, BellSouth's request for additional numbering resources is granted.

- 1.2.4 dPi agrees to supply supporting information for any numbering request and/or safety valve request that BellSouth files pursuant to Section 1.2.3 above.
- 1.3 dPi acknowledges that there may be instances where there is an industry shortage of available telephone numbers in a number plan area (NPA). These instances occur where a jeopardy status has been declared by NANPA and the industry has determined that limiting the assignment of new numbers is the appropriate method to employ until the jeopardy can be alleviated. In such NPA jeopardy situations where assignment of new numbers is restricted per the jeopardy guidelines developed by the industry, BellSouth may request that dPi cancel all or a portion of its unassigned intermediate numbers. dPi's consent to BellSouth's request shall not be unreasonably withheld.
- 2. **Local Number Portability**
  - 2.1 The Parties will offer LNP in accordance with rules, regulations and guidelines adopted by the Commission, the FCC and industry fora.
  - 2.2 Service Management System (SMS) Administration. The Parties will work cooperatively with other local service providers to establish and maintain contracts for the LNP SMS.
  - 2.3 Network Architecture. The Parties agree to adhere to applicable FCC rules and orders governing LNP network architecture.
  - 2.4 Signaling. In connection with LNP, each Party agrees to use SS7 signaling in accordance with applicable FCC rules and orders.
  - 2.5 N-1 Query. The Parties agree to adhere to applicable FCC rules and orders governing LNP N-1 queries.
  - 2.6 Porting of Reserved Numbers and Suspended Lines. Customers of each Party may port numbers, via LNP, that are in a denied state or that are on suspend status. In addition, customers of each Party may port reserved numbers that the customer has paid to reserve. Portable reserved numbers are identified on the Customer Service Record (CSR). In anticipation of porting from one Party to the other Party, a Party's customer may reserve additional telephone numbers and include them with the numbers that are subsequently ported to the other Party. It is not necessary to restore a denied number before it is ported.
  - 2.7 Splitting of Number Groups. The Parties shall permit blocks of subscriber numbers (including, but not limited to, Direct Inward Dial (DID) numbers and MultiServ groups) to be split in connection with an LNP request. BellSouth and

dPi shall permit customers who port a portion of DID numbers to retain DID service on the remaining portion of numbers. If a Party requests porting a range of DID numbers smaller than a whole block, that Party shall pay the applicable charges for doing so as set forth in Attachment 2. In the event no rate is set forth in Attachment 2, then the Parties shall negotiate a rate for such services.

- 2.8 The Parties will set Location Routing Number (LRN) unconditional or ten (10) digit triggers where applicable. Where triggers are set, the porting Party will remove the ported number at the same time the trigger is removed.
- 2.9 A trigger order is a service order issued in advance of the porting of a number. A trigger order 1) initiates call queries to the AIN SS7 network in advance of the number being ported; and 2) provides for the new service provider to be in control of when a number ports.
- 2.10 Where triggers are not set, the Parties shall coordinate the porting of the number between service providers so as to minimize service interruptions to the customer.
- 2.11 BellSouth and dPi will work cooperatively to implement changes to LNP process flows ordered by the FCC or as recommended by standard industry forums addressing LNP.
- 2.12 Where dPi utilizes BellSouth's LNP Query Service, BellSouth shall bill and dPi shall pay the query charge associated with LNP Query Service as set forth in Attachment 2. To receive the LNP Query Service charge set forth in Attachment 2, dPi shall fill out and submit the Interconnection data sheet for BellSouth LNP Query Service. The form can be obtained on BellSouth's Interconnection Web site under BellSouth LNP Query Service and click on forms. Once the form has been filled out and submitted the LNP Query charge will take effect on the approved date. This charge is not subject to the resale discount set forth in Attachment 1.

### **3. Service Order Charges**

- 3.1 The terms, conditions and rates for OSS utilized in connection with LNP are as set forth in Attachment 6 and Exhibit A of Attachment 2.