

successfully ongoing will be negotiated on a case by case basis. Where a dial-up facility is required, dial circuits will be installed in the BellSouth data center by BellSouth and the associated charges assessed to U.S. South. Additionally, all message toll charges associated with the use of the dial circuit by U.S. South will be the responsibility of U.S. South. Associated equipment on the BellSouth end, including a modem, will be negotiated on a case by case basis between the Parties. All equipment, including modems and software, that is required on U.S. South's end for the purpose of data transmission will be the responsibility of U.S. South.

4.7.3 Packing Specifications

4.7.3.1 A pack will contain a minimum of one message record or a maximum of 99,999 message records plus a pack header record and a pack trailer record. One transmission can contain a maximum of 99 packs and a minimum of one pack.

4.7.3.2 The OCN, From RAO, and Invoice Number will control the invoice sequencing. The From RAO will be used to identify to U.S. South which BellSouth RAO that is sending the message. BellSouth and U.S. South will use the invoice sequencing to control data exchange. BellSouth will be notified of sequence failures identified by U.S. South and resend the data as appropriate.

The data will be packed using ATIS EMI records.

4.7.4 Pack Rejection

4.7.4.1 U.S. South will notify BellSouth within one business day of rejected packs (via the mutually agreed medium). Packs could be rejected because of pack sequencing discrepancies or a critical edit failure on the Pack Header or Pack Trailer records (i.e. out-of-balance condition on grand totals, invalid data populated). Standard ATIS EMI Error Codes will be used. U.S. South will not be required to return the actual rejected data to BellSouth. Rejected packs will be corrected and retransmitted to U.S. South by BellSouth.

4.7.5 Control Data

4.7.5.1 U.S. South will send one confirmation record per pack that is received from BellSouth. This confirmation record will indicate U.S. South received the pack and the acceptance or rejection of the pack. Pack Status Code(s) will be populated using standard ATIS EMI error codes for packs that were rejected by U.S. South for reasons stated in the above section.

4.7.6 Testing

4.7.6.1 Upon request from U.S. South, BellSouth shall send test files to U.S. South for ODUF. The Parties agree to review and discuss the file's content and/or format. For testing of usage results, BellSouth shall request that U.S. South set up a production (LIVE) file. The live test may consist of U.S. South's employees

making test calls for the types of services U.S. South requests on ODUF. These test calls are logged by U.S. South, and the logs are provided to BellSouth. These logs will be used to verify the files. Testing will be completed within 30 calendar days from the date on which the initial test file was sent.

**5. Access Daily Usage File**

- 5.1. Upon written request from U.S. South, BellSouth will provide the Access Daily Usage File (ADUF) service to U.S. South pursuant to the terms and conditions set forth in this section.
- 5.2. U.S. South shall furnish all relevant information required by BellSouth for the provision of ADUF.
- 5.3. ADUF will contain access messages associated with a port that U.S. South has purchased from BellSouth
- 5.4. Charges for delivery of ADUF will appear on U.S. South's monthly bills. The charges are as set forth in Exhibit A to this Attachment. All messages will be in the standard ATIS EMI record format.
- 5.5. Messages that error in the billing system of U.S. South will be the responsibility of U.S. South. If, however, U.S. South should encounter significant volumes of errored messages that prevent processing by U.S. South within its systems, BellSouth will work with U.S. South to determine the source of the errors and the appropriate resolution.

**5.6 Usage To Be Transmitted**

- 5.6.1 The following messages recorded by BellSouth will be transmitted to U.S. South:
  - 5.6.1.1 Recorded originating and terminating interstate and intrastate access records associated with a port.
  - 5.6.1.2 Recorded terminating access records for undetermined jurisdiction access records associated with a port.
- 5.6.2 When U.S. South purchases Network Element ports from BellSouth and calls are made using these ports, BellSouth will handle the calls as follows:
  - 5.6.2.1 Originating from Network Element and carried by Interexchange Carrier:
    - 5.6.2.1.1 BellSouth will bill network element to CLEC and send access record to the CLEC via ADUF.
  - 5.6.2.2 Originating from network element and carried by BellSouth (U.S. South is BellSouth's toll customer).

- 5.6.2.3 Terminating on network element and carried by Interexchange Carrier:
  - 5.6.2.3.1 BellSouth will bill network element to U.S. South and send access record to U.S. South.
- 5.6.2.4 Terminating on network element and carried by BellSouth:
  - 5.6.2.4.1 BellSouth will bill network element to U.S. South and send access record to U.S. South.
- 5.6.3 BellSouth will perform duplicate record checks on records processed to ADUF. Any duplicate messages detected will be dropped and not sent to U.S. South.
- 5.6.4 In the event that U.S. South detects a duplicate on ADUF they receive from BellSouth, U.S. South will drop the duplicate message (U.S. South will not return the duplicate to BellSouth.)
- 5.6.5 Physical File Characteristics
  - 5.6.5.1 ADUF will be distributed to U.S. South via an agreed medium with CONNECT:Direct being the preferred transport method. The Daily Usage Feed will be a fixed block format (2476) with an LRECL of 2472. The data on the Daily Usage Feed will be in a non-compacted EMI format (210 byte format plus modules). It will be created on a daily basis (Monday through Friday except holidays). Details such as dataset name and delivery schedule will be addressed during negotiations of the distribution medium. There will be a maximum of one dataset per workday per OCN.
  - 5.6.5.2 Data circuits (private line or dial-up) may be required between BellSouth and U.S. South for the purpose of data transmission. Where a dedicated line is required, U.S. South will be responsible for ordering the circuit, overseeing its installation and coordinating the installation with BellSouth. U.S. South will also be responsible for any charges associated with this line. Equipment required on the BellSouth end to attach the line to the mainframe computer and to transmit successfully ongoing will be negotiated on a case by case basis. Where a dial-up facility is required, dial circuits will be installed in the BellSouth data center by BellSouth and the associated charges assessed to U.S. South. Additionally, all message toll charges associated with the use of the dial circuit by U.S. South will be the responsibility of U.S. South. Associated equipment on the BellSouth end, including a modem, will be negotiated on a case by case basis between the Parties. All equipment, including modems and software, that is required on U.S. South's end for the purpose of data transmission will be the responsibility of U.S. South.

5.6.6 Packing Specifications

5.6.6.1 A pack will contain a minimum of one message record or a maximum of 99,999 message records plus a pack header record and a pack trailer record. One transmission can contain a maximum of 99 packs and a minimum of one pack.

5.6.6.2 The OCN, From RAO, and Invoice Number will control the invoice sequencing. The From RAO will be used to identify to U.S. South which BellSouth RAO is sending the message. BellSouth and U.S. South will use the invoice sequencing to control data exchange. BellSouth will be notified of sequence failures identified by U.S. South and resend the data as appropriate.

The data will be packed using ATIS EMI records.

5.6.7 Pack Rejection

5.6.7.1 U.S. South will notify BellSouth within one business day of rejected packs (via the mutually agreed medium). Packs could be rejected because of pack sequencing discrepancies or a critical edit failure on the Pack Header or Pack Trailer records (i.e. out-of-balance condition on grand totals, invalid data populated). Standard ATIS EMI Error Codes will be used. U.S. South will not be required to return the actual rejected data to BellSouth. Rejected packs will be corrected and retransmitted to U.S. South by BellSouth.

5.6.8 Control Data

5.6.8.1 U.S. South will send one confirmation record per pack that is received from BellSouth. This confirmation record will indicate U.S. South received the pack and the acceptance or rejection of the pack. Pack Status Code(s) will be populated using standard ATIS EMI error codes for packs that were rejected by U.S. South for reasons stated in the above section.

5.6.9 Testing

5.6.9.1 Upon request from U.S. South, BellSouth shall send a test file of generic data to U.S. South via Connect:Direct or Text File via E-Mail. The Parties agree to review and discuss the test file's content and/or format.

BELLSOUTH/LEC-1 RATES  
 OOUF/ADUFC/MDS

Attachment 7  
 Exhibit A  
 Rates - Page 1

DESCRIPTION	USOC	RATES BY STATE												
		AL	FL	GA	NY	LA	MS	NC	SC	TN				
OCUF: Recording, per message	N/A	\$0.002	\$0.008	\$0.001275	\$0.008811	\$0.00119	\$0.001179	\$0.003	\$0.002882	\$0.008				
OCUF: Message Processing, per message	N/A	\$0.003	\$0.004	\$0.006248	\$0.002267	\$0.0024	\$0.002089	\$0.0032	\$0.002344	\$0.004				
ADUF: Message Processing, per message	N/A	\$0.004	\$0.004	\$0.0136327	\$0.004	\$0.004	\$0.004	\$0.004	\$0.004	\$0.004				
ADUF: Message Processing, per message	N/A	\$0.004	\$0.004	\$0.004	\$0.004	\$0.004	\$0.004	\$0.004	\$0.004	\$0.004				
CMDS: Message Processing, per message	N/A	\$0.004	\$0.004	\$0.004	\$0.004	\$0.004	\$0.004	\$0.004	\$0.004	\$0.004				
OCUF: Message Processing, per message	N/A	\$36.19	\$54.95	\$28.85	\$55.68	\$47.30	\$54.62	\$54.81	\$54.72	\$54.95				
ADUF: Data Transmission (CONNECT:DIRECT), per message	N/A	\$0.004	\$0.001	\$0.000434	\$0.000385	\$0.0003	\$0.000354	\$0.004	\$0.000357	\$0.001				
ADUF: Data Transmission (CONNECT:DIRECT), per message	N/A	\$0.001	\$0.001	\$0.000434	\$0.001	\$0.001	\$0.001	\$0.001	\$0.001	\$0.001				
CMDS: Data Transmission (CONNECT:DIRECT), per message	N/A	\$0.001	\$0.001	\$0.001	\$0.001	\$0.001	\$0.001	\$0.001	\$0.001	\$0.001				

NOTES:  
 If no rate is identified in the contract, the rate for the specific service or function will be as set forth in applicable BellSouth tariff or as negotiated by the Parties upon request by either Party.

**Attachment 8**

**Rights-of-Way, Conduits and Pole Attachments**

## **Rights-of-Way, Conduits and Pole Attachments**

BellSouth will provide nondiscriminatory access to any pole, duct, conduit, or right-of-way owned or controlled by BellSouth pursuant to 47 U.S.C. § 224, as amended by the Act, pursuant to terms and conditions of a license agreement subsequently negotiated with BellSouth's Competitive Structure Provisioning Center.

**Attachment 9**

**Performance Measurements**



## **Performance Measurements**

Upon a particular Commission's issuance of an Order pertaining to Performance Measurements in a proceeding expressly applicable to all CLECs generally, BellSouth shall implement in that state such Performance Measurements as of the date specified by the Commission.

**AGREEMENT IMPLEMENTATION TEMPLATE (Residence)**  
**for**  
**U.S. South**  
**BellSouth Standard Interconnection Agreement**

**Agreement Effective Date:** \_\_\_\_\_ **Agreement Expiration Date:** \_\_\_\_\_  
**Account Manager:** \_\_\_\_\_ **Account Manager Tel No:** \_\_\_\_\_

Attachment Name/Number	Section Number	Version Date	Planned Activities
Terms/Conditions	1		
	2		
	3		
	4		
	5		
	6		
	7		
	8		
	9		
	10		
	11		
	12		
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	27		

**AGREEMENT IMPLEMENTATION TEMPLATE (Residence)**  
**for**  
**U.S. South**  
**BellSouth Standard Interconnection Agreement**

Attachment Name/Number	Section Number	Version Date	Planned Activities
	28		
	29		
	30		
	31		
	32		
	33		
1-Resale	1		
	2		
	3		
	4		
	5		
	6		
	7		
	8		
	9		
	10		
	11		
	12		
	Exhibit A		
	Exhibit B		
	Exhibit C		
	Exhibit D		
	Exhibit E		
	Exhibit F		
2-Network Elements & Oth Sys	1		
	2		
	3		
	4		
	5		
	6		

**AGREEMENT IMPLEMENTATION TEMPLATE (Residence)**  
**for**  
**U.S. South**  
**BellSouth Standard Interconnection Agreement**

Attachment Name/Number	Section Number	Version Date	Planned Activities
	7		
	8		
	9		
	10		
	11		
	12		
	13		
	Exhibit A		
	Exhibit B		
	Exhibit C		
	1		
	2		
	3		
	4		
	5		
	6		
	7		
	Exhibit A		
	Exhibit B		
	Exhibit C		
	Exhibit D		
	Exhibit E		
	1		
	2		
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	8		

**AGREEMENT IMPLEMENTATION TEMPLATE (Residence)**  
**for**  
**U.S. South**  
**BellSouth Standard Interconnection Agreement**

Attachment Name/Number	Section Number	Version Date	Planned Activities
	9		
	10		
	11		
	12		
	13		
	14		
	Exhibit A		
	Exhibit B		
5-Access to Numbers/Num Portability	1		
	2		
	3		
	4		
	5		
	6		
	7		
	8		
	Exhibit A		
6-Pre-Ordering, Ordering/ Provisioning/Main/Repair	1		
	2		
	3		
7-Billing	1		
	2		
	3		
	4		
	5		
	Exhibit A		
8-ROW/Conduits/PoleAtt	1		
9-Perf Measurement			
10-Agrmt Implementation Template			
11-Disaster Recovery			

**AGREEMENT IMPLEMENTATION TEMPLATE (Business)**  
**for**  
**CLEC-1**  
**BellSouth Standard Interconnection Agreement**

<b>Agreement Effective Date:</b>	<b>Agreement Expiration Date:</b>
<b>Account Manager:</b>	<b>Account Manager Tel No:</b>

<b>Attachment Name</b>	<b>Section No.</b>	<b>Version Date</b>	<b>Planned Activities</b>
Terms/Conditions	1		
	2		
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	9		
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**AGREEMENT IMPLEMENTATION TEMPLATE (Business)**  
**for**  
**CLEC-1**  
**BellSouth Standard Interconnection Agreement**

Attachment Name	Section No.	Version Date	Planned Activities
	28		
	29		
	30		
	31		
	32		
	33		
1-Resale	1		
	2		
	3		
	4		
	5		
	6		
	7		
	8		
	9		
	10		
	11		
	12		
	Exhibit A		
	Exhibit B		
	Exhibit C		
	Exhibit D		
	Exhibit E		
	Exhibit F		
2-Network Elements & Other Services	1		
	2		
	3		
	4		
	5		
	6		

**AGREEMENT IMPLEMENTATION TEMPLATE (Business)**  
**for**  
**CLEC-1**  
**BellSouth Standard Interconnection Agreement**

Attachment Name	Section No.	Version Date	Planned Activities
	7		
	8		
	9		
	10		
	11		
	12		
	13		
	Exhibit A		
	Exhibit B		
	Exhibit C		
	1		
	2		
	3		
	4		
	5		
	6		
	7		
	Exhibit A		
	Exhibit B		
	Exhibit C		
	Exhibit D		
	Exhibit E		
	1		
	2		
	3		
	4		
	5		
	6		
	7		
	8		



**AGREEMENT IMPLEMENTATION TEMPLATE (Business)**  
**for**  
**CLEC-1**  
**Bellsouth Standard Interconnection Agreement**

Attachment Name	Section No.	Version Date	Planned Activities
	9		
	10		
	11		
	12		
	13		
	14		
	Exhibit A		
	Exhibit B		
5-Access to Numbers/Num Portability	1		
	2		
	3		
	4		
	5		
	6		
	7		
	8		
	Exhibit A		
6-Pre-Ord/Ord/Prov/Main/ Repair	1		
	2		
	3		
7-Billing	1		
	2		
	3		
	4		
	5		
	Exhibit A		
8-ROW/Conduits/Pole/Att	1		
9-Perf Measurement			
10-Agmt Implementation Template			
11-Disaster Recovery Plan			

**Attachment 11**  
**BellSouth Disaster Recovery Plan**

The attached BellSouth Disaster Recovery Plan is for the state of Tennessee. The BellSouth Disaster Recovery Plan for the remaining states can be accessed via the internet @ <http://www.interconnection.bellsouth.com>.

**2000  
BELLSOUTH  
TENNESSEE  
DISASTER RECOVERY PLANNING**

*For*

**CLECS**

**CONTENTS**

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## 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 to hasten the recovery process. 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 insure 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 involve 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 who's 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 BELLSOUTH 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 for Hospitals, Police and other emergency agencies; and
- 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;
- 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; 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 BELLSOUTH 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.

### **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](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 12**

**Bona Fide Request and New Business Requests Process**

**BONA FIDE REQUEST AND NEW BUSINESS REQUESTS PROCESS**

- 1.0 The Parties agree that U.S. South 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. U.S. South 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 12.
- 2.0 Bona Fide Requests ("BFR") are to be used when U.S. South 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 U.S. South makes a request of BellSouth to provide a new or custom capability or function to meet U.S. South's business needs that was not previously included in the Agreement. The BFR/NBR process is intended to facilitate the two-way exchange of information between U.S. South and BellSouth, necessary for accurate processing of requests in a consistent and timely fashion.
- 3.0 A BFR shall be submitted in writing by U.S. South 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 U.S. South'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 U.S. South's Account Executive.
- 4.0 U.S. South may cancel a BFR or NBR at any time. If U.S. South cancels the request more than three (3) business days after submitting it, U.S. South shall pay BellSouth's reasonable and demonstrable costs of processing and/or implementing the BFR or NBR up to the date of cancellation. If U.S. South does not cancel a BFR or NBR, U.S. South shall pay BellSouth's reasonable and demonstrable costs of processing and implementing the request.
- 5.0 Within twenty-five (25) business days of its receipt of a BFR or NBR from U.S. South, BellSouth shall respond to U.S. South 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, Network Element, or is not otherwise required to be provided under the Act.

- 6.0 If BellSouth determines that the Interconnection, Network Element, or other facility or service option that is the subject of the BFR is technically feasible, BellSouth shall propose a firm price and a detailed implementation plan within fifty (50) business days after receipt of the BFR. BellSouth may, but shall not be required to, provide a firm time and cost proposal for a NBR.
- 7.0 Within thirty (30) business days after its receipt of (i) a refusal of BellSouth to provide a BFR or NBR price quote, or (ii) the BFR or NBR price quote and implementation plan from BellSouth, U.S. South must either confirm or cancel its order for such facility or service option. If it believes such quote is not consistent with the requirements of the Act, U.S. South may at that time 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.
- 8.0 Unless U.S. South agrees otherwise, all prices shall be consistent with the pricing principles of the Act, FCC and/or the State Commission.
- 9.0 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.
- 10.0 Upon agreement to the terms of a BFR or NBR, an amendment to the Agreement may be required.

**UNBUNDLED COPPER LOOP – NON DESIGNED (UCL-ND)  
AMENDMENT TO  
INTERCONNECTION AGREEMENT BETWEEN  
BELLSOUTH TELECOMMUNICATIONS, INC.  
AND DSLnet COMMUNICATIONS, LLC  
DATED DECEMBER 1, 2001**

This Agreement (the "Amendment") is made and entered into between BellSouth Telecommunications, Inc. ("BellSouth") a Georgia corporation, and DSLnet Communications, LLC ("DSLnet") a Delaware corporation.

WHEREAS, The Parties desire to amend that certain Interconnection Agreement between BellSouth and DSLnet dated December 1, 2001 (the "Interconnection Agreement") in order to incorporate rates, terms and conditions for Unbundled Copper Loop-Non Designed (UCL-ND) set forth in a settlement agreement accepted by the Georgia Public Service Commission ("PSC") in Docket Number 11900-U on April 3, 2001 ("Settlement Agreement");

NOW THEREFORE, in consideration of the mutual provisions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, BellSouth and DSLnet hereby covenant and agree as follows:

1. Attachment 2 of the Interconnection Agreement is hereby amended to include the terms and conditions for UCL-ND as set forth below:

- 1.1. The UCL-ND will be provisioned as a dedicated 2-wire metallic transmission facility from BellSouth's Main Distribution Frame to a customer's premises (including the NID). The UCL-ND will be a "dry copper" facility in that it will not have any intervening equipment such as load coils, repeaters, or digital access main lines ("DAMLs"), and may have up to 6,000 feet of bridged tap between the end user's premises and the serving wire center. The UCL-ND typically will be 1300 Ohms resistance and in most cases will not exceed 18,000 feet in length, although the UCL-ND will not have a specific length limitation. For loops less than 18,000 feet and with less than 1300 Ohms resistance, the loop will provide a voice grade transmission channel suitable for loop start signaling and the transport of analog voice grade signals. The UCL-ND will not be designed and will not be provisioned with either a design layout record or a test point.
- 1.2. The UCL-ND will be provisioned according to the specifications for the UCL-ND set forth in BellSouth's TR73600.

- 1.3. The UCL-ND facilities may be mechanically assigned using BellSouth's assignment systems. Therefore, the Loop Make Up process is not required to order and provision the UCL-ND. However, DSLnet can request Loop Make Up for which additional charges would apply.
- 1.4. Since this loop is not provisioned with a test point, BellSouth is unable to perform remote testing on the UCL-ND. Accordingly, DSLnet agrees to: (i) test and isolate trouble to the BellSouth portion of the UCL-ND before reporting a trouble to BellSouth; (ii) provide the results of such testing when reporting a trouble to BellSouth; and (iii) pay the costs of a BellSouth dispatch if DSLnet reports a trouble on the UCL-ND and no trouble is found on BellSouth's portion of the UCL-ND.
- 1.5. BellSouth will perform continuity validation on UCL-ND loops which require a dispatch to provision prior to order completion.
- 1.6. At an additional charge, BellSouth also will make available Loop Testing so that DSLnet may request further testing on the UCL-ND. The rates for Loop Testing are as set forth in Exhibit 1-AL, Exhibit 1-FL, Exhibit 1-GA, Exhibit 1-KY, Exhibit 1-LA, Exhibit 1-MS, Exhibit 1-NC, Exhibit 1-SC and Exhibit 1-TN attached hereto and incorporated herein by this reference. The Loop Testing rates in Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina and Tennessee are interim subject to retroactive true-up once the public service commissions in those states establish Loop Testing rates.
- 1.7. UCL-ND loops are not intended to support any particular service and may be utilized by DSLnet to provide a wide-range of telecommunications services so long as those services do not adversely affect BellSouth's network. The UCL-ND will include a Network Interface Device (NID) at the customer's location for the purpose of connecting the loop to the customer's inside wire.
- 1.8. The UCL-ND will be delivered to DSLnet's collocation space via a cross-connect. This cross-connect element will be provisioned as a part of BellSouth's Collocation offering.
- 1.9. Order Coordination (OC) will be provided as a chargeable option and may be utilized when the UCL-ND provisioning is associated with the reuse of BellSouth's facilities. Order Coordination -Time Specific (OC-TS) does not apply to this product.



- 1.10. DSLnet may use BellSouth's Unbundled Loop Modification (ULM) offering to remove bridge tap and/or load coils from any loop within the BellSouth network. Therefore, some loops that would not qualify as UCL-ND could be transformed into loops that do qualify, using the ULM process.
- 1.11. The provisioning interval for the UCL-ND will be listed in BellSouth's Interval Guide.
- 1.12. Cancellation and Expedite charges may be applied according the terms and conditions of DSLnet's interconnection agreement.
- 1.13. When BellSouth provisions a UCL-ND, BellSouth will take necessary steps to identify the pair as an xDSL compatible loop. As such when making modifications to its network, BellSouth will maintain the same specified physical characteristics of the UCL-ND in accordance with TR73600 until the loop is disconnected by the CLEC or the end-user.

2. Those rates, terms and conditions in the Settlement Agreement accepted by the Georgia PSC in Docket No. 11900-U for UCL-ND are as set forth in Exhibit 1-GA attached hereto and incorporated herein by this reference. The recurring, nonrecurring, and disconnect rates for the UCL-ND in Georgia are interim subject to retroactive true-up once the Georgia PSC establishes permanent rates for the UCL-ND.

3. The UCL-ND will be made available in Alabama, Florida, Kentucky, Louisiana (TSP00268), Mississippi, and South Carolina at the rates as set forth in Exhibit 1-AL, Exhibit 1-FL, Exhibit 1-KY, Exhibit 1-LA, Exhibit 1-MS, and Exhibit 1-SC attached hereto and incorporated herein by this reference. The recurring, nonrecurring, and disconnect rates for the UCL-ND in Alabama, Florida, Kentucky, Louisiana, Mississippi, and South Carolina are interim subject to retroactive true-up once the public service commissions in those states establish recurring, nonrecurring, and disconnect rates (if applicable) for the SL-1 unbundled loop, which shall be used as a surrogate for the UCL-ND. The SL-1 rates will cease to be used as a surrogate for the UCL-ND as soon as a public service commission has been provided a cost study for the UCL-ND and expressly approves a rate for the UCL-ND.

4. The UCL-ND will be made available in North Carolina and Tennessee using the commission-approved rates for the SL-1 loop as a surrogate as set forth in Exhibit 1-NC and Exhibit 1-TN attached hereto and incorporated herein by this reference. The recurring, nonrecurring, and disconnect rates (if applicable) for the SL-1 loop will cease to be used as a surrogate for the UCL-ND as soon as a public service commission has been provided a cost study for the UCL-ND and expressly approves a rate for the UCL-ND.

5. The rates for each state in Exhibit 1 of Attachment 2 of the Interconnection Agreement are hereby amended to include the rates and rate elements for UCL-ND as set forth in Exhibit 1-AL, Exhibit 1-FL, Exhibit 1-GA, Exhibit 1-KY, Exhibit 1-LA, Exhibit 1-MS, Exhibit 1-NC, Exhibit 1-SC and Exhibit 1-TN attached hereto.

6. Any rate in the Interconnection Agreement that is not expressly replaced by the rates set forth in Exhibit 1-AL, Exhibit 1-FL, Exhibit 1-GA, Exhibit 1-KY, Exhibit 1-LA, Exhibit 1-MS, Exhibit 1-NC, Exhibit 1-SC and Exhibit 1-TN as described in paragraphs 2, 3 and 4 above shall remain in full force and effect in accordance with the terms of the Interconnection Agreement.

7. The Parties agree that all of the other provisions of the Interconnection Agreement, dated December 1, 2001 shall remain in full force and effect.

8. The Parties further agree that either or both of the Parties is authorized to submit this Amendment to the applicable PSC or other regulatory body having jurisdiction over the subject matter of this Amendment, for approval subject to Section 252(e) of the federal Telecommunications Act of 1996.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed by their respective duly authorized representatives on the date indicated below.

BellSouth Telecommunications, Inc.

By: W Boltz

Title: Managing Director

Date: 10-10-01

DSLnet Communications, LLC

By: Wendy Blumenthal

Title: Assistant Vice President

Date: 9/28/01

04/09/01

UNBUNDLED NETWORK ELEMENT	Inherits	Zone	RCS	UROC	RATES				CBS RATES					
					Nonrecruiting		Nonrecruiting		Sec Order Submitted Monthly per LIR	Sec Order Submitted Monthly per LIR	Incremental Charge - Manual Sec Order vs. Electronic-1st	Incremental Charge - Manual Sec Order vs. Electronic-1st	Charge - Manual Sec Order vs. Electronic-1st	Charge - Manual Sec Order vs. Electronic-1st
					Fixed	Advt	Fixed	Advt						
					Doc	Advt	Doc	Advt	SOMAN	SOMAN	SOMAN	SOMAN		
<b>UNBUNDLED EXCHANGE ACCESS LOOP</b>														
2-Wire Unbundled Copper Loop - Non Designated - Zone 1		1	UEQ	UEQZX	\$11.01	\$44.69	\$22.40	\$26.66	\$7.06	\$3.60	\$27.37	\$12.97		
2-Wire Unbundled Copper Loop - Non Designated - Zone 2		2	UEQ	UEQZX	\$12.67	\$44.69	\$22.40	\$26.66	\$7.06	\$3.60	\$27.37	\$12.97		
2-Wire Unbundled Copper Loop - Non Designated - Zone 3		3	UEQ	UEQZX	\$20.22	\$44.69	\$22.40	\$26.66	\$7.06	\$3.60	\$27.37	\$12.97		
Order Coordination for 2-Wire Unbundled Copper Loop - Non Designated (per loop)			UEQ	UEBMAC		\$61.29	\$61.29							
Engineering Information Document			UEQ	URET1		\$28.76	\$28.76							
Loop Testing - Basic 1st Half Hour			UEQ	URET1		\$78.62	\$78.62							
Loop Testing - Basic Additional Half Hour			UEQ	URETA		\$23.33	\$23.33							
Loop Testing - Overtime 1st Half Hour			UEQ			\$102.90	\$102.90							
Loop Testing - Overtime Additional Half Hour			UEQ			\$30.31	\$30.31							
Loop Testing - Premium 1st Half Hour			UEQ			\$127.04	\$127.04							
Loop Testing - Premium Additional Half Hour			UEQ			\$37.26	\$37.26							













