

**BEFORE THE  
FLORIDA PUBLIC SERVICE COMMISSION**

In re: Complaint of DIECA Communications, Inc. d/b/a Covad Communications Company	)	Docket No. <u>050881-TP</u>
against	)	Filed: November 17, 2005
BellSouth Telecommunications, Inc.	)	
	)	
	)	

**DIECA COMMUNICATIONS, INC.  
D/B/A COVAD COMMUNICATIONS COMPANY'S  
COMPLAINT AGAINST  
BELLSOUTH TELECOMMUNICATIONS, INC.**

Pursuant to sections 120.569, 364.01 and 364.162, Florida Statutes, rules 25-22.036 and 28-106.201, Florida Administrative Code, and 47 U.S.C. §§ 251 & 252, DIECA Communications, Inc. d/b/a Covad Communications Company ("Covad") files this Complaint against BellSouth Telecommunications, Inc. ("BellSouth").

**INTRODUCTION**

1. The name and address of Petitioner is:

DIECA Communications, Inc., d/b/a Covad Communications Company  
110 Rio Robles  
San Jose, California 95134

2. All pleadings, correspondence, notices, staff recommendations and orders filed,

served or issued in this docket should be served on the following on behalf of Covad:

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3. This Complaint addresses material, willful and grossly negligent breaches by BellSouth of Covad's first Interconnection Agreement with BellSouth (the "Agreement"), approved by the Florida Public Service Commission on February 15, 1999, during the period between December 1, 1998 and December 19, 2001 (the "Complaint Period"), which was the entire term of the Agreement. During that same time period, BellSouth's wholesale division also provided its retail division with information about Covad's customers in violation of Section 222 of the Telecommunications Act of 1996 and the Agreement. This matter is just now reaching this Commission because Covad has been denied the opportunity to address BellSouth's breaches in federal court, where Covad first sought redress beginning in December, 2000.

4. On December 22, 2000, Covad filed an action against BellSouth in the United States District Court for the Northern District of Georgia seeking damages for BellSouth's breaches and for BellSouth's violation of state and federal antitrust laws. In subsequent litigation, the Eleventh Circuit Court of Appeals ruled that the Telecommunications Act of 1996, Pub. L. 104-110, 110 Stat. 56, 47 U.S.C. § 151, et seq. ("Telecom Act"), requires Covad's breach of contract and Telecom Act claims to be heard first by state regulators. *Covad Communications Co., et al. v. BellSouth Corp., et al.*, 374 F.3d 1044 (11th Cir. 2004), cert. denied, \_\_\_ U.S. \_\_\_, 125 S. Ct. 1591 (2005). Covad and BellSouth subsequently entered into a series of tolling agreements for these claims while the parties attempted to resolve them without

further litigation. Those discussions have not proved fruitful and Covad is therefore filing this action.<sup>1</sup>

5. For all allegations, Covad seeks an order from the Commission finding that BellSouth materially, willfully and with gross negligence breached the Agreement during the Complaint Period and further violated 47 U.S.C. § 222. Covad further requests that the Commission award appropriate damages and attorneys' fees to the full extent of its authority.

### **SUMMARY**

6. In the late 1990s, Covad's goal was to be first-to-market with a digital subscriber line ("DSL") service offering a competitive alternative to BellSouth's Internet access services. BellSouth's existing local telephone network was (and is) absolutely essential to Covad's ability to provide that competitive alternative. As BellSouth completely controls the network where it is the Incumbent Local Exchange Carrier ("ILEC"), Covad needs BellSouth to provide Covad with access to that network in order to compete.

7. To obtain the network access (including collocation, OSS, transport and loops) Covad needed to serve Florida consumers, Covad entered into an Interconnection Agreement with BellSouth Telecommunications, Inc. This Commission approved the Agreement on February 15, 1999.

8. The Agreement "sets forth the terms and conditions under which DIECA [Covad] will obtain services and unbundled network elements from BellSouth to provide telecommunications services to DIECA customers within the territory of BellSouth."

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<sup>1</sup> Concurrently with this complaint, Covad is filing complaints in Georgia and before the FCC to address the same issues raised here. Covad hopes that its claims can be resolved at the FCC. Covad filed complaints here and in Georgia, however, to insure that Covad's claims are preserved in the event of forum shopping by BellSouth. Accordingly, Covad also is filing today a Motion to Stay the proceeding it is initiating with this complaint pending FCC action.

Agreement, § 1. Indeed, the Agreement was structured to provide Covad collocation and access to essential portions of BellSouth's network on just, reasonable, and non-discriminatory terms. The General Terms and Conditions and other relevant portions of the Agreement are attached as Exhibit A to this Complaint.

9. In material breach of the Agreement, BellSouth did not provide collocation, transport, OSS, or loops as the Agreement required. As detailed below, BellSouth's breach was material, willful, and grossly negligent. Each of these actions by BellSouth affected Covad's substantial interests. For these reasons, and to the extent the Commission has the authority to award them, Covad is entitled to damages and credits back to the time of the breach of the Agreement.

10. In addition, BellSouth is required by the Telecom Act, 47 U.S.C. § 222, to keep confidential any information it acquires about Covad's customers by virtue of performing wholesale services for Covad. By law, BellSouth is not permitted to use such information for its own retail marketing purposes. Notwithstanding the foregoing, BellSouth has done exactly that by using Covad's information to solicit retail business from Covad's customers. That use of Covad's information violated the statutory prohibition and also resulted in additional material breaches of the Agreement on the part of BellSouth.

In support of its Complaint, Covad states:

#### **PARTIES**

11. Plaintiff DIECA Communications, Inc., d/b/a Covad Communications Company is a Virginia corporation with its principal place of business at 110 Rio Robles, San Jose, California, 95134.

12. Covad is a competitive local exchange carrier (“CLEC”); that is, it competes with ILECs such as BellSouth to provide telecommunications services to Georgia business and residential consumers. Founded in 1996, Covad is a publicly traded telecommunications company that offers high-speed local telecommunications service by using DSL technology to connect customers to the Internet over local telephone lines.

13. During the Complaint Period, Covad’s customers were Internet service providers (“ISPs”), businesses and, ultimately, individuals who used Covad’s DSL to connect to the Internet and, frequently, their businesses’ internal computer networks (or “local area networks”) from their homes. They obtained both DSL service and Internet access by contracting with ISPs to whom Covad sells DSL service, in competition with BellSouth.

14. Covad’s services directly benefit the end users – the individual Internet users and employees themselves – by providing a relatively inexpensive and convenient high speed connection to the Internet, and indirectly to their employers’ local area network. This connection is described as “always on” because there is no need to dial into a network for each use.

15. The Defendant in this case is BellSouth Telecommunications, Inc. BellSouth is a Georgia corporation with its principal place of business at 675 W. Peachtree St. NE, Atlanta, GA 30375. BellSouth is an incumbent local exchange carrier and a common carrier in Florida. BellSouth is a wholly owned subsidiary of BellSouth Corporation.

### **JURISDICTION**

16. The Commission has jurisdiction over this matter under Section 252 and 222 of the Telecom Act, 47 U.S.C. §§ 252, 222. *See Covad*, 374 F.3d at 1052-53. Pursuant to Sections 364.01 and 364.162, Florida Statutes, the Commission also has authority to review a complaint regarding an interconnection agreement approved by the Commission.

## PROCEDURAL HISTORY

17. Covad filed a complaint in December 2000 in the United States District Court for the Northern District of Georgia, Atlanta Division, alleging antitrust and tort claims, as well as a cause of action for damages arising from BellSouth's breach of the Agreement and a cause of action for damages arising from BellSouth's misuse of Covad's confidential information in violation of 47 U.S.C. § 222. The district court dismissed the breach of contract and section 222 claims on jurisdictional grounds. *Covad Communications Co., et al. v. BellSouth Corp., et al.*, No. 1:00-CV-3414 (N.D. Ga. July 6, 2001). On appeal, the Eleventh Circuit initially reversed the district court's ruling. *Covad Communications Co., et al. v. BellSouth Corp., et al.*, 299 F.3d 1272, 1279 (11th Cir. 2002), *vacated on other grounds*, 124 S. Ct. 1272 (2004). Following the Supreme Court's decision in *Verizon Communications Inc. v. Law Offices of Curtis V. Trinko, LLP*, 540 U.S. 398 (2004), the Eleventh Circuit in June 2004 reversed its initial decision and affirmed the lower court's ruling based on its intervening decision in *BellSouth Telecomm., Inc. v. MCIMetro Access Transmission Servs. Inc.*, 317 F.3d 1270, 1277 (11th Cir. 2003), holding that state commissions have implicit jurisdiction in the first instance to hear disputes arising from interconnection agreements and from violations of the Telecom Act, subject to review in federal district court. *Covad Communications Co., et al. v. BellSouth Corp., et al.*, 374 F.3d 1044, 1052-53 (11th Cir. 2004), petition for reh'g and reh'g en banc denied, *Covad Communications Co., et al. v. BellSouth Corp., et al.*, No. 01-16064-CC (11th Cir. Aug. 27, 2004). Covad petitioned the Supreme Court for a writ of *certiorari* in December 2004 to review that conclusion. *Covad Communications Co., et al. v. BellSouth Corp., et al.*, 4 U.S.L.W. 236 (U.S. Dec. 9, 2004) (No. 04-727). *Certiorari* was denied on March 7, 2005. *Covad Communications Co., et al. v. BellSouth Corp., et al.*, \_\_\_ U.S. \_\_\_, 125 S. Ct. 1591 (2005).

18. Since March, 2005, the parties have engaged in a series of settlement negotiations that recently ended unsuccessfully. While those negotiations were in progress, the parties entered into a series of agreements tolling until November 18, 2005, the statutory limitations periods otherwise applicable to the breach of contract and section 222 claims dismissed by the court and presented in this Complaint. The parties have since stipulated to the dismissal of all claims remaining in the district court action following remand by the Eleventh Circuit.

#### **SUMMARY OF THE ACTION**

19. During the Complaint Period, BellSouth consistently refused to provide collocation services and unbundled network elements to Covad in violation of the Agreement between the parties approved by this Commission.

20. Covad seeks a determination from this Commission that BellSouth, by its conduct, did materially breach, willfully and/or with gross negligence, the Agreement between the parties. Covad further requests that the Commission award appropriate credits, damages and attorneys' fees to Covad to the full extent of its authority as well as any other such relief as it deems necessary.

21. During the Complaint Period, BellSouth used Covad's proprietary customer information in violation of Section 222 of the Telecom Act.

22. Covad seeks a determination from this Commission that BellSouth violated Section 222 of the Telecom Act. Covad further requests that the Commission award appropriate credits, damages and attorneys' fees.

## FACTS<sup>2</sup>

### A. BellSouth's Control Over Local Telephone Service And Facilities

23. BellSouth controls local telecommunications services in every market where it is the ILEC. That control is based on BellSouth's historical and continuing control of the ubiquitous physical facilities that form its massive local telecommunications network, including: (1) millions of telephone lines to residential and business users; (2) the many central offices, or wire centers, where those lines converge and are connected to the rest of the local phone network; (3) transport facilities between central offices (as well as poles, conduits, ducts, rights of way, and the like); and (4) operations support systems. Indeed, almost any local telephone connection in the BellSouth Region – whether a traditional voice call or a data transmission connection, such as to the Internet – relies largely, if not exclusively, on equipment owned by BellSouth, and must be ordered and administered using BellSouth's operations support systems (“OSS”).

24. Covad was formed in 1996 as a result of the passage of the Telecom Act to take advantage of the growing demand for Internet access and the ILECs' failure to respond to that demand. During the Complaint Period, Covad primarily used DSL technology to provide high speed data transmission over local telephone lines. High speed connection to the Internet had already become critical to individuals and to businesses as Internet and local area network usage skyrocketed. DSL customers not only used their service to connect to the Internet, but also used virtual private network software to telecommute by connecting through the Internet to their corporate local area networks. In addition to speed, Covad's services offered customers the advantage of paying a flat monthly fee no matter how much time they spent using the services.

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<sup>2</sup> Covad assumes that BellSouth may dispute some of the facts set forth herein and those would constitute the disputed issues of material fact.



The service is “always on,” meaning that the user need not place a telephone call to a computer network to use it – the connection is constant. During the Complaint Period, Covad offered (or attempted to offer) Florida consumers a superior product: a suite of DSL services that offered price/performance packages superior to competing services offered by BellSouth.

25. During the Complaint Period, Covad and other CLECs tried to compete with BellSouth in the market for local telecommunications services providing residential consumers and small and medium sized businesses with connections to their Internet Service Providers (“ISPs”) – in other words, the market for connecting people at home or at work to the Internet through their ISP (“Local Internet Access”).

**B. The Need For Access To BellSouth’s Network**

26. To provide service in Florida during the Complaint Period, Covad and other competitors required access to BellSouth’s network because alternative facilities were not reasonably or practically available. Duplication of the Bell system’s ubiquitous physical facilities, even in a single metropolitan area, would be prohibitively costly, time-consuming and redundant. There was (and is) no practical and commercially viable way to provide widely available local voice or data service without relying on BellSouth’s local telephone network. Thus, Covad required access to essential parts of the local telephone network over which BellSouth exercised total control: (1) space in BellSouth’s central offices for collocation; (2) loop order placement and completion processes and databases through BellSouth’s OSS; (3) actual loops that connect end users to BellSouth central offices; and (4) interoffice transport or other high capacity lines to connect Covad’s collocated equipment to Covad’s network.

27. Access to each of these features was essential to ensure that there was a connection between Covad’s network, Covad’s customer (i.e., a particular Internet Service

Provider) and the customer's end users (i.e., the people or businesses that use the ISP). Covad was then able to use that connection to provide its high speed DSL service. These components, among other elements of BellSouth's network, were thus absolutely essential to Covad's business.

28. BellSouth understood, during the Complaint Period, that Covad required access to collocation, OSS, loops and transport that was dependable, timely and affordable. BellSouth also knew that forcing Covad to wait months for these things would be just as harmful to Covad as BellSouth's outright refusal to provide collocation, OSS, loops and transport.

29. This was particularly true in light of Covad's business strategy, which focused on speed of entry into the market and widespread geographic coverage. As to speed of market entry, Covad had in several areas of the country been the first DSL provider, and that early start was crucial to Covad's success. A first provider has the advantage of establishing long term contracts with customers and quickly developing brand name recognition. Foot dragging by an ILEC in providing collocation, transport, or loops, even for a few short months, can result and has resulted in a tremendous loss of competitive advantage to a start up such as Covad. In the BellSouth Region, Covad first applied for collocation space in **August, 1998**, but was unable to provide service until, at the earliest, **September, 1999**. (Covad's records show that Covad obtained only nine loops from BellSouth in September, 1999.)

30. Geographic coverage was also crucial to Covad. To be attractive to ISPs, Covad had to be able to serve customers across a broad geographic area so that ISPs could market their services to all of their customers, not just those served by selected central offices. Thus, BellSouth's refusal to provide Covad collocation in even a few central offices in a given

metropolitan area effectively limited Covad's ability to reach customers throughout the area and not merely in the denied central offices ("COs").

**C. The Interconnection Agreement**

31. To obtain the network access (including collocation, OSS, transport and loops) necessary to compete against BellSouth, Covad entered into a negotiated Interconnection Agreement with BellSouth. The Agreement was structured to provide Covad collocation and access to essential portions of BellSouth's network on just, reasonable, and non-discriminatory terms, and fulfill some of BellSouth's negotiation duties under Section 252 of the Telecom Act. Agreement, § 1. The Florida Public Service Commission approved the Agreement on February 15, 1999.

**Collocation**

32. The Agreement provided for two types of collocation – physical collocation (including both "caged" and "cageless") and virtual collocation. Section 3 of Attachment 3 of the Agreement, Section 1.1 of Attachment 4 of the Agreement (physical); Section 3 of Attachment 3 of the Agreement (virtual). Under physical collocation arrangements, Covad placed its own equipment in the central office and was supposed to have round-the-clock access to that equipment. Under virtual collocation arrangements, Covad was required to sell its equipment to BellSouth and then lease it back.

33. For physical collocation, BellSouth initially required Covad either to build large caged enclosures or to lease large amounts of segregated space in the CO, despite Covad's need for very modest space. Furthermore, BellSouth routinely selected space for Covad's equipment that would require construction, addition of wiring and cabling, or augmentations to the power

equipment or air conditioning systems, rather than using existing, prepared space in the central office.

34. In response to this practice, the FCC specifically mandated “cageless collocation” in its March 31, 1999 Advanced Services Order. The FCC found efficient use of collocation space to be crucial to the continued development of the competitive telecommunications market, and concluded that ILECs had used the construction of cages as a means of delaying, and imposing substantial unnecessary costs upon, their competitors. Consequently, the FCC ordered the ILECs to allow CLECs to collocate their equipment without having to first pay for, and wait for, the construction of a cage. Since no construction is required, the ILECs should have been able to implement cageless collocation more quickly and more inexpensively than caged collocation. The Advanced Services Order also required ILECs to allow Covad to order collocation space in smaller increments than had been their practice.

35. Physical cageless collocation demands very little space. Covad, for example, could place its equipment in just a few feet of space at the ends of unfilled BellSouth lineups (a lineup is a row of bays housing BellSouth’s equipment), and in other spaces that already have lighting, heating, ventilation, air conditioning, cables, iron work, and other essentials.

### OSS

36. OSS is an umbrella term for all of the electronic and manual operational systems used by BellSouth to pre qualify orders, to place orders, and to provision orders. OSS are composed of various “back office” systems, databases and personnel that an ILEC uses to commercially provision telecommunications service to its retail and wholesale customers. To a great extent, access to BellSouth’s OSS determines how successful Covad will be. BellSouth

itself has elaborate OSS to enable its many divisions, including its retail ADSL group, to run their businesses economically.

37. The Agreement required that BellSouth provide Covad with access to its OSS, which were necessary for Covad to be able to serve Florida customers. Agreement, § 4; Attachment 6 of the Agreement. Specifically, the Agreement required BellSouth to provide Covad with access to electronic pre-ordering functions, service ordering and provisioning, and service trouble reporting and repair. Sections 2.2, 2.3 and 2.4 of Attachment 6 of the Agreement. These electronic services had to be on par with what BellSouth offered itself. Agreement, § 4. The FCC has determined that certain OSS functions – pre ordering, ordering, provisioning, repair and maintenance – are essential for competitive carriers to deliver local exchange and exchange access service at the minimum level expected by customers.

38. Electronic pre-ordering and ordering systems (called “EDI”) were critical to growing Covad’s business. EDI enables the ILECs and CLECs to exchange data so that competitive carriers can qualify loops, place orders through electronic means and check on the status of orders as they move through the ILEC ordering and provisioning process. Recognizing the opportunity to capture the DSL market, BellSouth had in place electronic pre-ordering and ordering systems for its own retail DSL services. Thus, BellSouth had an obligation under the Agreement to provide Covad with a comparable electronic system for pre-ordering and ordering.

### Loops

39. To reach an end user, Covad depended on BellSouth to provide “local loops,” the copper wires connecting the end users to their serving central offices (or to an intervening remote terminal between the end user premises and the central office).

40. The Agreement stated that “BellSouth will offer loops capable of supporting telecommunications services such as: POTS, Centrex, basic rate ISDN, analog PBX, voice grade private line, and digital data (up to 64 kb/s), ADSL and HDSL.” Section 2.3.1 of Attachment 2 of the Agreement. The Agreement obligated BellSouth to offer loops that were consistent with either its own technical standards or applicable industry standards, whichever was greater. Section 1.1.4 of Attachment 2 of the Agreement. Thus, if industry standards improved the reach of certain types of loops, the Agreement obligated BellSouth to offer loops to Covad consistent with industry standards.

### **BELLSOUTH’S UNLAWFUL CONDUCT**

41. BellSouth willfully, materially and with gross negligence breached the Agreement through a wide variety of unlawful acts. BellSouth’s breaches fall into three general categories: (1) it refused to allow Covad to collocate its equipment inside BellSouth’s central offices; (2) it delayed the provision of transport facilities integral to the implementation of Covad’s services; and (3) it failed to provide Covad with needed access to unbundled loops and the OSS needed to effectively implement service on the loops. Each of these is discussed in detail below.

#### **Breach Through Refusal of Collocation**

##### **A. False Collocation Denials**

42. Pursuant to section 1.1 of Attachment 4 of the Agreement, BellSouth agreed to provide and Covad regularly requested physical collocation in BellSouth Cos throughout the BellSouth Region. Covad could not offer its services at all, in any BellSouth CO, without collocation of its own equipment in that CO. Despite that clear and absolute need, and its own agreement, BellSouth materially breached the Agreement by continually denying Covad physical

collocation during the Complaint Period despite the availability of space that would allow such collocation.

43. Often, BellSouth's exclusion of Covad was simple and outright, and took the form of intentional false representations that no collocation space existed in given BellSouth COs. For example, Covad requested space for physical collocation in the Miami (Golden Glades) CO in Florida, in January 1999. In each case, BellSouth intentionally misrepresented that no space was available for physical collocation. In each instance, when Covad challenged BellSouth's pronouncement and threatened to conduct an inspection, BellSouth's fraud was revealed and it miraculously "discovered" space for collocation – though not without having first imposed substantial delays on Covad.

**B. Collocation Delays**

44. BellSouth also materially breached the Agreement by failing to provide collocation to Covad in a commercially reasonable manner and within the exceedingly generous timelines within which BellSouth was to provision collocation space under the Agreement. First, BellSouth generally was to provide a price quote within 30 days of receipt of a Covad collocation request. Agreement, Att. 4, § 4.1.1.3. Second, BellSouth was to provide a fully built out collocation space within 120 days of receipt of Covad's firm order for that space. Agreement, Att. 4, § 4.3.3.

**1) Price Quotes**

45. BellSouth consistently, willfully and materially breached the Agreement by failing to adhere even to the generous time intervals prescribed in the Agreement, and, as such, BellSouth collocation practices breached of the terms of the Agreement. For example, BellSouth never met the Agreement's mandated price quote interval for even one of the 38 collocations it

provisioned between 1998 and 2001 in the Miami area, and it provided price quotes in 60 or fewer days only 10 times. Thus, BellSouth has breached § 4.1.1.3 of the Agreement, as well as this Commission's Order Nos. PSC-99-1744-PAA-TP and PSC-00-0941-FOF-TP (requiring a response to the initial collocation application within 15 days).

## **2) Provisioning**

46. As noted above, the Agreement also provided BellSouth with an extremely generous interval in which to complete provisioning of space. After receiving Covad's deposit, BellSouth was to provision collocation space within 120 days, but even in "extraordinary conditions," not more than 180 days. Agreement, Att. 4, § 4.3.3. This Commission's Order Nos. PSC-99-1744-PAA-TP and PSC-99-2393-FOF-TP required BellSouth to provide physical collocation in 90 days and virtual collocation in 60 days. BellSouth, however, routinely exceeded 120 days to provision collocation space in material breach of the Agreement. BellSouth, for example, failed to meet even the 120-day Agreement interval in 54 of the 60 COs BellSouth turned over to Covad in Florida between 1998 and December, 2001. BellSouth, in fact, took 200 or more days to provision collocation after receiving the firm order from Covad in 17 of those 60 COs.

47. These ordering and provisioning delays constituted material breaches of the Agreement and delayed Covad's ability to provide competitive alternatives for Florida consumers for periods ranging from several months to approximately a year. The effects of these material breaches were also often cumulative. Considering the Agreement as a whole, BellSouth should not have a combined price quote and provisioning interval of more than 150 days, and, in light of Order Nos. PSC-99-1744-PAA-TP and PSC-00-0941-FOF-TP, never more than 105



days. BellSouth, however, exceeded the generous 150-day interval for at least 50 of the 60 collocations it turned over to Covad during the Complaint Period.

**C. Other Collocation Interference**

48. BellSouth imposed a variety of other obstacles designed to interpose delay, uncertainty and unreliability into Covad's efforts to obtain collocation, all in breach of the Agreement. For example, BellSouth interfered with Covad's need to access its collocation space in violation of the Agreement. Section 3.7 of Attachment 4 of the Agreement makes it clear that Covad is to have access to the Collocation Space twenty-four (24) hours a day, seven (7) days a week. This was to allow Covad's transmission technicians and other collocation personnel access who must be able to access the collocation space to do so on an unfettered basis.

49. Despite this need for access, and in material violation of the Agreement, BellSouth repeatedly provided Covad with keys or access cards that do not work, or provided Covad with only some but not all of the keys necessary to access a central office or unreasonably delayed delivery of keys and access cards. BellSouth also interfered with Covad's access to its collocation space by routinely stacking equipment, ladders, garbage, and other obstructions in or near Covad's collocation space. BellSouth apparently believed it was free to use Covad's collocation space for storage of BellSouth's equipment, and has on at least one instance used Covad's space to shave metal equipment, risking damage to Covad's equipment. Such conduct is a material breach of Section 3.7 of Attachment 4 of the Agreement.

**Breach Through Exclusionary Loop Practices**

50. BellSouth materially breached its requirements under the Agreement to provide Covad with access to unbundled loops. First, during the Complaint Period, BellSouth did not provide an ordering system on par with the electronic programs it offered to itself. Second,

BellSouth failed to provide loops, and it failed to provide loops consistent with the required technical standards. BellSouth's actions related to loops were grossly negligent and willful breaches of material provisions of the Agreement.

**A. Loop Ordering Processes**

51. To provide DSL service to one of its customers, Covad must order the necessary loops from BellSouth. The Agreement required BellSouth to provide Covad with access to electronic pre-ordering functions, service ordering and provisioning, and service trouble reporting and repair. Sections 2.2, 2.3 and 2.4 of Attachment 6 of the Agreement. The Agreement required that these electronic services be equal to what BellSouth offered itself. Agreement, § 4. In material breach of the Agreement during the Complaint Period, BellSouth did not offer an electronic ordering system for Covad to use in purchasing loops. That breach forced Covad to use a completely manual ordering process that produced delay, human error and uncertainty at every turn at the same time BellSouth used an electronic interface to provide itself with a smooth, flow-through order process.

52. To place an order, Covad had to, at BellSouth's insistence, manually type the order on a Local Service Request ("LSR") form and then manually submit the LSR form via facsimile to a BellSouth employee. That BellSouth employee then retyped the information into the BellSouth system. The LSR form itself was confusing and complicated, and the facsimile transmission of the LSR form often resulted in BellSouth claims that its contents were illegible. As a direct result, BellSouth rejected thousands of Covad orders on the basis that the LSR form was either improperly filled out or was illegible. Often, BellSouth rejected Covad's LSR forms without any notification. Further compromising the accuracy of the manual ordering system, BellSouth at times turned off its facsimile machines without notice, and even changed facsimile

numbers without notice. As a result, Covad placed large numbers of orders that BellSouth later contended it had never received. Covad was then forced to resubmit each order, again by facsimile, a time-consuming and resource-intensive undertaking that BellSouth caused in material breach of the Agreement.

53. The inherent problems in the manual loop ordering system were further intensified by the inability of the BellSouth system to identify rejected orders. Each order placed by Covad received a purchase order number ("PON"). During a Covad order's circuitous route through BellSouth's processes, numerous Covad orders got lost, were not assigned firm order commitment ("FOC") dates, got placed in "pending facilities" or "no facilities" hold lines, or were otherwise improperly treated. Thus, Covad had to rigorously check the status of each and every order on an almost daily basis by looking for missing PONs on daily PON Status Reports to determine whether any orders were missing or had been rejected. To do this, Covad had to call BellSouth to get information or check several different websites posting the PON Status Reports, which were often inaccurate or were updated infrequently.

**B. Loop Provisioning**

54. Attachment 2 of the Agreement required BellSouth to offer Covad access to unbundled loops. To comply with that requirement, BellSouth, among other things, was required to (1) timely respond to Covad's loop orders, (2) properly issue a firm order commitment (FOC) date (i.e. a date on which the loop would be delivered by BellSouth to Covad), (3) actually deliver the loop by the FOC date, and (4) when the loop is delivered, deliver it in working order. Section 1.1.5.1 of that attachment generally required BellSouth to provide loops within a 5-7 business day interval, except where a Service Inquiry was required. *See also* Attachment 6 of the Agreement.

55. BellSouth systematically failed to perform one or more of those steps in a timely manner on virtually all of Covad's loop orders. For example, BellSouth routinely changed the loop delivery date without adequate notice. This seemingly innocuous action on the part of BellSouth actually puts it in breach of its obligations under the Agreement because the end result of the changed delivery date was that Covad's customer never received the loop.

56. BellSouth filled 8,856 loop orders placed by Covad during the Complaint Period. The table below summarizes BellSouth's abysmal efforts at loop provisioning in Florida resulting in material breach of the Agreement:

<b>Interval (Days)</b>	<b>Total Orders</b>	<b>Percent of Total</b>
10 or fewer	1,082	12.22%
11 to 20	3,338	37.69%
21 to 30	2,073	23.41%
31 or more	2,363	26.68%
60 or more	612	6.91%
100 or more	120	1.36%
Total	8,856	

This table, moreover, does not reflect the enormous number of loop orders placed by Covad that BellSouth ultimately did not fill, often because BellSouth's provisioning delays caused Covad's potential customers to cancel their service orders.

**C. Erroneous Limitations On ADSL Loops**

57. During the Complaint Period, Covad's equipment would have enabled it to provide some type of DSL service to virtually everyone in the BellSouth Region. To do so, Covad needed only unrestricted access to the network elements it buys from BellSouth. The

Agreement required BellSouth to provide four types of loops that Covad can use for different types of DSL service: HDSL, ADSL, UCL, and ISDN. Section 2.3.1 of Attachment 2 of the Agreement. According to the limitations BellSouth placed on these loops, the type of loop Covad must order depended on the distance over which the DSL service is to be provided and the type of service to be provided.

58. Under the Agreement, BellSouth was obligated to provide loops that fulfilled Covad's orders. Section 1.1.1 of Attachment 2 of the Agreement. In doing so, BellSouth agreed to provide loops consistent with either its own technical standards or applicable industry standards, whichever was greater. Section 1.1.4 of Attachment 2 of the Agreement. Thus, when Covad ordered an ADSL loop, BellSouth was required to provide a loop meeting the industry standard for ADSL loops, the Revised Resistance Design ("RRD"), which allowed the loop to run up to 18,000 feet from the central office. Agreement, Attachment 2, Section 3. Of course, if industry standards subsequently improved the reach of certain types of loops, BellSouth was obligated to offer loops to Covad meeting those higher industry standards. Section 1.1.4 of Attachment 2 of the Agreement.

59. BellSouth decided to disregard the industry standard governing ADSL loop length – a willful and material violation of the Agreement. When Covad began placing ADSL loop orders in August 1999, BellSouth refused to allow Covad to purchase ADSL loops for distances longer than either 9,000 or 12,000 feet, depending on the gauge of the loop. Immediately alarmed at BellSouth's refusal to allow Covad to service the huge segment of customers served by loops longer than 9,000 or 12,000 feet, Covad demanded that BellSouth change this arbitrary policy. BellSouth refused, in breach of the Agreement. Eventually, BellSouth admitted that the

loop limitation it placed on its ADSL loops was false – revealing the willful nature of its material breaches.

60. BellSouth ultimately offered to amend the Agreement to offer access to a longer unbundled “dry” copper loop (without load coils or electronics attached that would prevent use of the loop for DSL services) but priced it two to six times higher than an ADSL-capable loop, and charged exorbitant upfront non-recurring fees. BellSouth, for example, charged \$641.12 in Florida, 11 times higher than the average non-recurring charge assess by other ILECs in Florida for xDSL capable loops. Moreover, BellSouth charged Covad significantly more for this copper loop than other new entrants. In violation of its statutory obligation to negotiate in good faith, 47 U.S.C. § 251(c)(1), and in specific violation of Commission rules and orders, BellSouth first refused to provide Covad any information justifying those costs and then demanded that Covad sign a non-disclosure agreement promising not to reveal any information about the discussions to regulators. *See, e.g., Implementation of the Local Competition Provisions in the Telecommunications Act of 1996; Interconnection Between Local Exchange Carriers and Commercial Mobile Radio Service Providers*, 11 FCC Rcd 15499, 15578 ¶ 155 (1996); 47 C.F.R. § 51.301(1). The exorbitant non-recurring charge was suppose to cover BellSouth’s costs of removing load coils and other electronics on the unbundled copper loop so as to make it available for xDSL services. BellSouth, however, began assessing additional, special construction charges on top of the high non-recurring charge in order to remove electronics. BellSouth assessed special construction charges ranging from \$359 to \$3,850. BellSouth’s unlawful actions further delayed and frustrated Covad’s ability to enter the market.

67. Overall, the effect of BellSouth's numerous violations on Covad was severe. BellSouth's conduct delayed Covad's introduction of service by over a year at the outset, and imposed other hurdles that greatly reduced Covad's revenues, and significantly increased its costs. BellSouth completely deprived Covad of the benefits of being a "first mover" in the provision of Local Internet Access. All of this had the effect of decreasing substantially Covad's ability to provide Local Internet Access in the BellSouth Region.

68. As a direct and proximate result of Defendants' unlawful conduct, Covad's market entry was impeded and frustrated, and Covad was foreclosed from markets and lost sales, profits, and the value of its business. Covad suffered and will continue to suffer irreparable harm through loss of and injury to its trade and business in that (a) Covad has been precluded from entering into contracts for the sale of competitive local telecommunications services, (b) Covad has been precluded from carrying out contracts already entered into for the sale of competitive local telecommunications services; (c) Covad has been irreparably harmed in its reputation and goodwill; and (d) Covad has been hampered in marketing, selling and providing its services.

### **CAUSES OF ACTION<sup>3</sup>**

#### **Count I: BellSouth Materially Breached The Interconnection Agreement**

69. Covad incorporates by reference the allegations of paragraphs 1 through 68 of this Complaint, as though fully set forth here.

70. BellSouth willfully and with gross negligence engaged in the conduct described above so as to materially breach the Agreement with the intent to harm Covad and to preserve and extend its control over and position in the provision of Local Internet Access.

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<sup>3</sup> This section constitutes the ultimate facts alleged.

71. The acts and misconduct described above constituted material breaches of the Agreement. As a direct and consequential result of these breaches of contract, Covad has been damaged in that: (i) its costs, including operation and sales costs increased significantly; (ii) Covad's ability to generate revenue and correlative return on its investments were delayed, reduced and impeded; and (iii) its ability to penetrate BellSouth's monopoly was frustrated and delayed, causing Covad to lose potential customers and profits and harming Covad's goodwill and reputation.

**Count II: BellSouth Has Violated 47 U.S.C. § 222**

72. Covad incorporates by reference the allegations of paragraphs 1 through 68 of this Complaint, as though fully set forth here.

73. In its capacity as a carrier customer of BellSouth, Covad provided BellSouth's wholesale operations with proprietary information concerning its customers and potential customers. BellSouth was required under 47 U.S.C. § 222 to use that information only to provide the wholesale services Covad ordered, and not for its own marketing efforts. BellSouth misused that information, in violation of Section 222 of the Act, in order to solicit those customers as BellSouth's own retail customers. Some of those solicited customers cancelled their orders with Covad and became BellSouth customers.

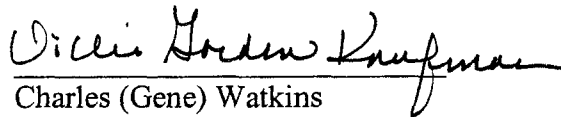
**PRAYER FOR RELIEF**

74. Wherefore, for the reasons stated above, Covad respectfully requests that the Commission issue an Order:



75. Requiring an evidentiary hearing to the extent necessary to make a determination as to any disputed facts;
76. Finding and concluding that BellSouth has willfully, materially and with gross negligence breached its obligations and violated the Interconnection Agreement in Florida;
77. Awarding appropriate credits, damages and attorneys' fees for the violation of the Interconnection Agreement to the full extent of the Commission's authority;
78. Finding and concluding the BellSouth violated Section 222 of the Telecom Act in Florida;
79. Awarding appropriate credits, damages and attorneys' fees for violation of the Telecom Act to the full extent of the Commission's authority; and
80. Granting such other and further relief as the Commission deems just and proper.

Respectfully Submitted,



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Attorneys for DIECA Communications, Inc. d/b/a  
Covad Communications Company

**CERTIFICATE OF SERVICE**

**I HEREBY CERTIFY** that a true and correct copy of the foregoing Complaint was served via (\*) hand delivery or U.S. Mail this 17<sup>th</sup> day of November, 2005, to the following:

(\*)Beth Keating  
Florida Public Service Commission  
Division of Legal Services  
2540 Shumard Oak Boulevard  
Tallahassee FL 32399-0850  
[bkeating@psc.state.fl.us](mailto:bkeating@psc.state.fl.us)

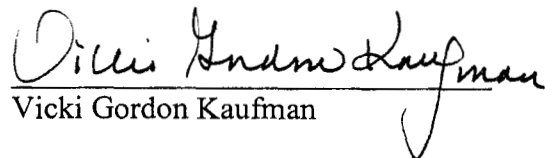
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1615 M Street, NW, Suite 400  
Washington, DC 20036

  
Vicki Gordon Kaufman

**EXHIBIT A**

**Complaint of Covad**

**against**

**BellSouth**

**INTERCONNECTION AGREEMENT  
BETWEEN  
BELLSOUTH TELECOMMUNICATIONS INC.  
AND  
DIECA Communications, Inc. d/b/a Covad Communications Company**

5/15/98

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## **AGREEMENT**

**THIS AGREEMENT** is made by and between BellSouth Telecommunications, Inc., ("BellSouth"), a Georgia corporation, and DIECA Communications, Inc. d/b/a Covad Communications Company ("DIECA"), a California corporation, and shall be deemed effective as of December 1, 1998. This agreement may refer to either BellSouth or DIECA or both as a "Party" or "Parties. "

### **WITNESSETH**

WHEREAS, BellSouth is an incumbent local exchange telecommunications company authorized to provide telecommunications services in the states of Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina, and Tennessee; and

WHEREAS, DIECA is an alternative competitive local telecommunications carrier ("CLEC") authorized or intending to provide telecommunications services in the states of Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina, and Tennessee; and

WHEREAS, the Parties wish to interconnect their facilities, DIECA wishes to purchase unbundled elements from BellSouth, and the Parties desire to exchange traffic specifically for the purposes of fulfilling their respective obligations pursuant to sections 251 and 252 of the Telecommunications Act of 1996 ("the Act").

**NOW THEREFORE**, in consideration of the mutual agreements contained herein, BellSouth and DIECA agree as follows:

1.           **Purpose**

This Agreement sets forth the terms and conditions under which DIECA will obtain services and unbundled network elements from BellSouth to provide telecommunications services to DIECA customers within the territory of BellSouth. BellSouth will provide DIECA with the functionalities of unbundled network elements so that DIECA can provide any telecommunications service that can be offered by means of the unbundled elements as described in BellSouth's technical references in Attachment 2.

**2. Term of the Agreement**

- 2.1 The term of this Agreement shall be two years, beginning December 1, 1998.
- 2.2 The Parties agree that by no later than one hundred and eighty (180) days prior to the expiration of this Agreement, they shall commence negotiations with regard to the terms, conditions and prices of local interconnection to be effective beginning on the expiration date of this Agreement ("Subsequent Agreement"). The Parties further agree that any such Subsequent Agreement shall be for a term of no less than two (2) years unless the Parties agree otherwise.
- 2.3 If, within one hundred and thirty-five (135) days of commencing the negotiation referred to in Section 2.2, above, the Parties are unable to satisfactorily negotiate new local interconnection terms, conditions and prices, either Party may petition the Commission to establish appropriate local interconnection arrangements pursuant to 47 U.S.C. 252. The Parties agree that, in such event, they shall encourage the Commission to issue its order regarding the appropriate local interconnection arrangements no later than the expiration date of this Agreement. The Parties further agree that in the event the Commission does not issue its order prior to the expiration date of this Agreement, or if the Parties continue beyond the expiration date of this Agreement to negotiate the local interconnection arrangements without Commission intervention, the terms, conditions and prices ultimately ordered by the Commission, or negotiated by the Parties, will be effective retroactive to the day following the expiration date of this Agreement. Until the Subsequent Agreement becomes effective, the Parties shall continue to exchange traffic and BellSouth shall continue to provide DIECA unbundled network elements and services for resale pursuant to the terms and conditions of this Agreement.

**3. Ordering Procedures**

- 3.1 Detailed procedures for ordering and provisioning BellSouth services are set forth in BellSouth's Local Interconnection and Facility Based Ordering Guide and Resale Ordering Guide, as appropriate.
- 3.2 BellSouth has developed electronic systems for placing most resale and some UNE orders as specified in the Ordering Guides. BellSouth has also developed electronic systems for accessing data needed to place orders including valid address, available services and features, available telephone numbers, due date estimation on pre-order and calculation on firm order, and customer service records where applicable. Charge for

Operational Support Systems (OSS) shall be as set forth in this agreement in Exhibit A of Attachment 1 and in Attachment 11.

- 3.3 BellSouth shall provide to DIECA a list of telephone numbers where the service presently provided to said telephone number is through a loop with no load coils, bridge taps, and is within 18,000 feet of the serving central office (hereinafter "Bulk List") for each metropolitan area (hereinafter "Metro") where BellSouth has offered its ADSL service pursuant to FCC tariff. The offering of the Bulk List to DIECA is the same offering, under the same terms and conditions, of the Bulk List provided to subscribers to BellSouth's ADSL service. Said Bulk Lists shall be provided under the following terms and conditions:
- 3.3.1 BellSouth shall make the Bulk Lists for each Metro available on a one-time basis.
- 3.3.2 BellSouth makes no claim as to the accuracy or completeness of the Bulk List.
- 3.3.3 DIECA is responsible for acting within the local, state, and federal law in its use of the Bulk List, and agrees to utilize the Bulk List only for the purpose of pre-qualifying an end user's eligibility for an ADSL capable loop. Further, DIECA will not provide the Bulk List, any portion or portions of the Bulk List, copies of the Bulk List, or any information derived directly from the Bulk List to others without the prior written consent of BellSouth.
- 3.3.4 DIECA will indemnify, defend, and hold harmless BellSouth and any of its licensors, employees, or agents from and against any and all claims, demands, actions, causes of action, suits, proceedings, losses, damages, costs, and expenses, including reasonable attorneys fees, arising from or relating to use of the Bulk List by DIECA.
- 3.3.5 DIECA acknowledges and agrees to BellSouth's right to revoke and terminate the use of the Bulk List by DIECA where BellSouth has discontinued providing said Bulk List to its subscribers of xDSL service or where DIECA has violated the provisions of this section 3.3. BellSouth shall exercise this right of revocation and/or termination at any time during the term of this Agreement and by written notice to DIECA. In such event, DIECA shall immediately destroy or return all copies and/or components of the Bulk List within forty-eight (48) hours of receipt of BellSouth's notice of revocation and termination.

4. **Parity**



The services and service provisioning that BellSouth provides DIECA for resale will be at least equal in quality to that provided to BellSouth, or any BellSouth subsidiary, affiliate or end user. In connection with resale, BellSouth will provide DIECA with pre-ordering, ordering, maintenance and trouble reporting, and daily usage data functionality that will enable DIECA to provide equivalent levels of customer service to its customers and end users as BellSouth provides to its own, customers and end users. BellSouth shall also provide DIECA with unbundled network elements, and access to those elements and pre-ordering information, that is at least equal in quality to that which BellSouth provides BellSouth, or any BellSouth subsidiary, affiliate or other telecommunications carrier. BellSouth will provide number portability to DIECA and their customers with minimum impairment of functionality, quality, reliability and convenience.

**5. White Pages Listings**

BellSouth shall provide DIECA and its customers access to white pages directory listings under the following terms:

- 5.1 Listings. BellSouth or its agent will include DIECA residential and business customer listings in the appropriate White Pages (residential and business) or alphabetical directories. Directory listings will make no distinction between DIECA and BellSouth subscribers.
- 5.2 Rates. Subscriber primary listing information in the White Pages shall be provided at no charge to DIECA or its subscribers provided that DIECA provides subscriber listing information to BellSouth at no charge.
- 5.3 Procedures for Submitting DIECA Subscriber Information. BellSouth will provide to DIECA a magnetic tape or computer disk containing the proper format for submitting subscriber listings. DIECA will be required to provide BellSouth with directory listings and daily updates to those listings, including new, changed, and deleted listings, in an industry-accepted format. These procedures are detailed in BellSouth's Local Interconnection and Facility Based Ordering Guide.
- 5.4 Unlisted Subscribers. DIECA will be required to provide to BellSouth the names, addresses and telephone numbers of all DIECA customers that wish to be omitted from directories.
- 5.5 Inclusion of DIECA Customers in Directory Assistance Database. BellSouth will include and maintain DIECA subscriber listings in BellSouth's directory assistance databases at no charge. BellSouth and DIECA will formulate appropriate procedures regarding lead time, timeliness, format and content of listing information.

- 5.6 Listing Information Confidentiality. BellSouth will accord DIECA's directory listing information the same level of confidentiality that BellSouth accords its own directory listing information, and BellSouth shall limit access to DIECA's customer proprietary confidential directory information to those BellSouth employees who are involved in the preparation of listings.
- 5.7 Optional Listings. Additional listings and optional listings will be offered by BellSouth at tariffed rates as set forth in the General Subscriber Services Tariff.
- 5.8 Delivery. BellSouth or its agent shall deliver White Pages directories to DIECA subscribers at no charge.

## **6. Bona Fide Request/New Business Request Process for Further Unbundling**

BellSouth shall, upon request of DIECA, provide to DIECA access to its unbundled elements at any technically feasible point for the provision of DIECA's telecommunications service where such access is necessary such that failure to provide access would impair the ability of DIECA to provide services that it seeks to offer. Any request by DIECA for access to an unbundled element that is not already available shall be treated as an unbundled element Bona Fide Request/New Business Request, and shall be submitted to BellSouth pursuant to the Bona Fide Request/New Business Request process set forth in Attachment 9.

## **7. Liability and Indemnification**

### **7.1 Liability Cap.**

- 7.1.1 With respect to any claim or suit, whether based in contract, tort or any other theory of legal liability, by DIECA, any DIECA customer or by any other person or entity, for damages associated with any of the services provided by BellSouth pursuant to or in connection with this Agreement, including but not limited to the installation, provision, preemption, termination, maintenance, repair or restoration of service, and subject to the provisions of the remainder of this Section, BellSouth's liability shall be limited to an amount equal to the proportionate charge for the service provided pursuant to this Agreement for the period during which the service was affected. Notwithstanding the foregoing, claims for damages by DIECA, any DIECA customer or any other person or entity resulting from the gross negligence or willful misconduct of BellSouth and claims for damages by DIECA resulting from the failure of BellSouth to honor in one or more material respects any one or more of the material provisions of this Agreement shall not be subject to such limitation of liability.

- 7.1.2 With respect to any claim or suit, whether based in contract, tort or any other theory of legal liability, by BellSouth, any BellSouth customer or by any other person or entity, for damages associated with any of the services provided by DIECA pursuant to or in connection with this Agreement, including but not limited to the installation, provision, preemption, termination, maintenance, repair or restoration of service, and subject to the provisions of the remainder of this Section, DIECA's liability shall be limited to an amount equal to the proportionate charge for the service provided pursuant to this Agreement for the period during which the service was affected. Notwithstanding the foregoing, claims for damages by BellSouth, any BellSouth customer or any other person or entity resulting from the gross negligence or willful misconduct of DIECA and claims for damages by BellSouth resulting from the failure of DIECA to honor in one or more material respects any one or more of the material provisions of this Agreement shall not be subject to such limitation of liability.
- 7.2 Neither party shall be liable for any act or omission of any other telecommunications company to the extent such other telecommunications company provides a portion of a service.
- 7.3 Neither party shall be liable for damages to the other party's terminal location, Interconnection Point or the other party's customers' premises resulting from the furnishing of a service, including but not limited to the installation and removal of equipment and associated wiring, except to the extent the damage is caused by such party's gross negligence or willful misconduct.
- 7.4 Notwithstanding subsection A of this Section, the party providing services under this Agreement, its affiliates and its parent company shall be indemnified, defended and held harmless by the party receiving such services against any claim, loss or damage arising from the receiving party's use of the services provided under this Agreement, involving: 1) claims for libel, slander, invasion of privacy or copyright infringement arising from the content of the receiving party's own communications; 2) any claim, loss, or damage claimed by the receiving party's customer(s) arising from such customer's use of any service, including 911/E911, that the customer has obtained from the receiving party and that the receiving party has obtained from the supplying party under this Agreement; or 3) all other claims arising out of an act or omission of the receiving party in the course of using services provided pursuant to this Agreement. Notwithstanding the foregoing, to the extent that a claim, loss or damage is caused by the gross negligence or willful misconduct of a supplying party the receiving party shall have no obligation to indemnify, defend and hold harmless the supplying party hereunder. Nothing herein is intended to modify or alter in any way the indemnification obligations set forth in Section 8, relating to intellectual property infringement.

- 7.5 Neither party guarantees or makes any warranty with respect to its services when used in an explosive atmosphere. Notwithstanding subsection A of this Section, each party shall be indemnified, defended and held harmless by the other party or the other party's customer from any and all claims by any person relating to the other party or the other party's customer's use of services so provided.
- 7.6 Promptly after receipt of notice of any claim or the commencement of any action for which a party may seek indemnification pursuant to this Section, such party (the "Indemnified Party") shall promptly give written notice to the other party (the "Indemnifying Party") of such claim or action, but the failure to so notify the Indemnifying Party shall not relieve the Indemnifying Party of any liability it may have to the Indemnified Party except to the extent the Indemnifying Party has actually been prejudiced thereby. The Indemnifying Party shall be obligated to assume the defense of such claim, at its own expense. The Indemnified Party shall cooperate with the Indemnifying Party's reasonable requests for assistance or information relating to such claim, at the Indemnifying Party's expense. The Indemnified Party shall have the right to participate in the investigation and defense of such claim or action, with separate counsel chosen and paid for by the Indemnified Party.
- 7.7 Both parties agree that they, at their own cost and expense, shall maintain throughout the term of this Agreement, all insurance required by law, and may at their own cost and expense purchase insurance or self-insure their employer, public, professional and legal liabilities. No limit of liability on any policy, no program or self-insurance, nor any failure to maintain adequate insurance coverage shall limit the direct or indirect liability of either party.

## **8. Intellectual Property Rights and Indemnification**

- 8.1 No License. Other than any implied licenses granted by BellSouth to DIECA for access gateways to BellSouth's operational support systems and as set forth in Section 8.2., no patent, copyright, trademark or other proprietary right is licensed, granted or otherwise transferred by this Agreement. Each Party is strictly prohibited from any use, including but not limited to in sales, in marketing or advertising of telecommunications services, of any of the other Party's name, service marks or trademarks.
- 8.2 Ownership of Intellectual Property. Any intellectual property which originates from or is developed by a Party shall remain in the exclusive ownership of that Party. Except for a limited license to use patents or copyrights to the extent necessary for DIECA to use any of BellSouth's

facilities or equipment (including software) or to receive any service from BellSouth solely as provided under this Agreement, no license in patent, copyright, trademark or trade secret, or other proprietary or intellectual property right now or hereafter owned, controlled or licensable by a Party, is granted to the other Party or shall be implied or arise by estoppel. It is the responsibility of BellSouth to ensure at no additional cost to the DIECA that BellSouth has obtained any necessary licenses in relation to intellectual property of third parties used in its network that may be required to enable DIECA to use any BellSouth facilities or equipment (including software), to receive any service from BellSouth, or to perform its respective obligations under this Agreement.

- 8.3 Indemnification. The Party providing a service pursuant to this Agreement will defend the Party receiving such service or data provided as a result of such service against claims of infringement arising solely from the use by the receiving Party of such service and will indemnify the receiving Party for any damages awarded solely on such claims in accordance with Section 7 of this Agreement.
- 8.4 Claim of Infringement. In the event that use of any facilities or equipment (including software), becomes, or in reasonable judgment of the Party who owns the affected network is likely to become, the subject of a claim, action, suit, or proceeding based on intellectual property infringement, then said Party shall promptly and at its sole expense, but subject to the limitations of liability set forth below:
- 8.4.1 modify or replace the applicable facilities or equipment (including software) while maintaining form and function, or
- 8.4.2 obtain a license sufficient to allow such use to continue.
- 8.4.3 In the event 8.4.1 or 8.4.2 are commercially unreasonable, then said Party may, terminate, upon reasonable notice, this contract with respect to use of, or services provided through use of, the affected facilities or equipment (including software), but solely to the extent required to avoid the infringement claim.
- 8.5 Exception to Obligations. Neither Party's obligations under this Section shall apply to the extent the infringement is caused by: (i) modification of the facilities or equipment (including software) by the indemnitee; (ii) use by the indemnitee of the facilities or equipment (including software) in combination with equipment or facilities (including software) not provided or authorized by the indemnitor provided the facilities or equipment (including software) would not be infringing if used alone; (iii) conformance to specifications of the indemnitee which would necessarily result in infringement; or (iv) continued use by the indemnitee of the affected facilities or equipment (including software) after being placed on notice to discontinue use as set forth herein.

8.6 Exclusive Remedy. The foregoing shall constitute the Parties' sole and exclusive remedies and obligations with respect to a third party claim of intellectual property infringement arising out of the conduct of business under this agreement.

9. **Treatment of Proprietary and Confidential Information**

9.1 Confidential Information. It may be necessary for BellSouth and DIECA to provide each other with certain confidential information, including trade secret information, including but not limited to, technical and business plans, technical information, proposals, specifications, drawings, procedures, customer account data, call detail records and like information (hereinafter collectively referred to as "Information"). All Information shall be in writing or other tangible form and clearly marked with a confidential, private or proprietary legend and that the Information will be returned to the owner within a reasonable time. The Information shall not be copied or reproduced in any form. BellSouth and DIECA shall receive such Information and not disclose such Information. BellSouth and DIECA shall protect the Information received from distribution, disclosure or dissemination to anyone except employees of BellSouth and DIECA with a need to know such Information. (No BellSouth employee associated with the provision of any retail xDSL service by BellSouth or its subsidiaries and affiliates has a need to know any confidential information provided by DIECA.) BellSouth and DIECA will use the same standard of care to protect Information received as they would use to protect their own confidential and proprietary Information.

9.2 Exception to Obligation. Notwithstanding the foregoing, there will be no obligation on BellSouth or DIECA to protect any portion of the Information that is: (1) made publicly available by the owner of the Information or lawfully disclosed by a Party other than BellSouth or DIECA; (2) lawfully obtained from any source other than the owner of the Information; or (3) previously known to the receiving Party without an obligation to keep it confidential.

10. **Assignments**

Any assignment by either Party to any non-affiliated entity of any right, obligation or duty, or of any other interest hereunder, in whole or in part, without the prior written consent of the other Party shall be void. A Party may assign this Agreement or any right, obligation, duty or other interest hereunder to an Affiliate company of the Party without the consent of the other Party. All obligations and duties of any Party under this Agreement shall be binding on all successors in interest and assigns of such Party. No assignment of delegation hereof shall relieve the assignor of its obligations under this Agreement in the event that the assignee fails to perform such obligations.

11. **Resolution of Disputes**

Except as otherwise stated in this Agreement, the Parties agree that if any dispute arises as to the interpretation of any provision of this Agreement or as to the proper implementation of this Agreement, either Party may petition the Commission for a resolution of the dispute. However, each Party reserves any rights it may have to seek judicial review of any ruling made by the Commission concerning this Agreement.

12. **Taxes**

12.1 **Definition.** For purposes of this Section, the terms "taxes" and "fees" shall include but not limited to federal, state or local sales, use, excise, gross receipts or other taxes or tax-like fees of whatever nature and however designated (including tariff surcharges and any fees, charges or other payments, contractual or otherwise, for the use of public streets or rights of way, whether designated as franchise fees or otherwise) imposed, or sought to be imposed, on or with respect to the services furnished hereunder or measured by the charges or payments therefore, excluding any taxes levied on income.

12.2 **Taxes and Fees Imposed Directly On Either Seller or Purchaser.**

12.2.1 Taxes and fees imposed on the providing Party, which are not permitted or required to be passed on by the providing Party to its customer, shall be borne and paid by the providing Party.

12.2.2 Taxes and fees imposed on the purchasing Party, which are not required to be collected and/or remitted by the providing Party, shall be borne and paid by the purchasing Party.

- 12.3 Taxes and Fees Imposed on Purchaser But Collected And Remitted By Seller.
- 12.3.1 Taxes and fees imposed on the purchasing Party shall be borne by the purchasing Party, even if the obligation to collect and/or remit such taxes or fees is placed on the providing Party.
- 12.3.2 To the extent permitted by applicable law, any such taxes and/or fees shall be shown as separate items on applicable billing documents between the Parties. Notwithstanding the foregoing, the purchasing Party shall remain liable for any such taxes and fees regardless of whether they are actually billed by the providing Party at the time that the respective service is billed
- 12.3.3 If the purchasing Party determines that in its opinion any such taxes or fees are not payable, the providing Party shall not bill such taxes or fees to the purchasing Party if the purchasing Party provides written certification, reasonably satisfactory to the providing Party, stating that it is exempt or otherwise not subject to the tax or fee, setting forth the basis therefor, and satisfying any other requirements under applicable law. If any authority seeks to collect any such tax or fee that the purchasing Party has determined and certified not to be payable, or any such tax or fee that was not billed by the providing Party, the purchasing Party may contest the same in good faith, at its own expense. In any such contest, the purchasing Party shall promptly furnish the providing Party with copies of all filings in any proceeding, protest, or legal challenge, all rulings issued in connection therewith, and all correspondence between the purchasing Party and the taxing authority.
- 12.3.4 In the event that all or any portion of an amount sought to be collected must be paid in order to contest the imposition of any such tax or fee, or to avoid the existence of a lien on the assets of the providing Party during the pendency of such contest, the purchasing Party shall be responsible for such payment and shall be entitled to the benefit of any refund or recovery.
- 12.3.5 If it is ultimately determined that any additional amount of such a tax or fee is due to the imposing authority, the purchasing Party shall pay such additional amount, including any interest and penalties thereon.
- 12.3.6 Notwithstanding any provision to the contrary, the purchasing Party shall protect, indemnify and hold harmless (and defend at the purchasing Party's expense) the providing Party from and against any such tax or fee, interest or penalties thereon, or other charges or payable expenses (including reasonable attorney fees) with respect thereto, which are incurred by the providing Party in connection with any claim for or contest of any such tax or fee.



12.3.7 Each Party shall notify the other Party in writing of any assessment, proposed assessment or other claim for any additional amount of such a tax or fee by a taxing authority; such notice to be provided, if possible, at least ten (10) days prior to the date by which a response, protest or other appeal must be filed, but in no event later than thirty (30) days after receipt of such assessment, proposed assessment or claim.

12.4 Taxes and Fees Imposed on Seller But Passed On To Purchaser.

12.4.1 Taxes and fees imposed on the providing Party, which are permitted or required to be passed on by the providing Party to its customer, shall be borne by the purchasing Party.

12.4.2 To the extent permitted by applicable law, any such taxes and/or fees shall be shown as separate items on applicable billing documents between the Parties. Notwithstanding the foregoing, the purchasing Party shall remain liable for any such taxes and fees regardless of whether they are actually billed by the providing Party at the time that the respective service is billed.

12.4.3 If the purchasing Party disagrees with the providing Party's determination as to the application or basis for any such tax or fee, the Parties shall consult with respect to the imposition and billing of such tax or fee. Notwithstanding the foregoing, the providing Party shall retain ultimate responsibility for determining whether and to what extent any such taxes or fees are applicable, and the purchasing Party shall abide by such determination and pay such taxes or fees to the providing Party. The providing Party shall further retain ultimate responsibility for determining whether and how to contest the imposition of such taxes and fees; provided, however, that any such contest undertaken at the request of the purchasing Party shall be at the purchasing Party's expense.

12.4.4 In the event that all or any portion of an amount sought to be collected must be paid in order to contest the imposition of any such tax or fee, or to avoid the existence of a lien on the assets of the providing Party during the pendency of such contest, the purchasing Party shall be responsible for such payment and shall be entitled to the benefit of any refund or recovery.

12.4.5 If it is ultimately determined that any additional amount of such a tax or fee is due to the imposing authority, the purchasing Party shall pay such additional amount, including any interest and penalties thereon.

12.4.6 Notwithstanding any provision to the contrary, the purchasing Party shall protect indemnify and hold harmless (and defend at the purchasing Party's expense) the providing Party from and against any such tax or fee, interest or penalties thereon, or other reasonable charges or payable expenses (including reasonable attorney fees) with respect thereto, which

are incurred by the providing Party in connection with any claim for or contest of any such tax or fee.

12.4.7 Each Party shall notify the other Party in writing of any assessment, proposed assessment or other claim for any additional amount of such a tax or fee by a taxing authority; such notice to be provided, if possible, at least ten (10) days prior to the date by which a response, protest or other appeal must be filed, but in no event later than thirty (30) days after receipt of such assessment, proposed assessment or claim.

12.5 Mutual Cooperation. In any contest of a tax or fee by one Party, the other Party shall cooperate fully by providing records, testimony and such additional information or assistance as may reasonably be necessary to pursue the contest. Further, the other Party shall be reimbursed for any reasonable and necessary out-of-pocket copying and travel expenses incurred in assisting in such contest.

### 13. Force Majeure

In the event performance of this Agreement, or any obligation hereunder, is either directly or indirectly prevented, restricted, or interfered with by reason of fire, flood, earthquake or like acts of God, wars, revolution, civil commotion, explosion, acts of public enemy, embargo, acts of the government in its sovereign capacity, labor difficulties, including without limitation, strikes, slowdowns, picketing, or boycotts, unavailability of equipment from vendor, changes requested by Customer, or any other circumstances beyond the reasonable control and without the fault or negligence of the Party affected, the Party affected, upon giving prompt notice to the other Party, shall be excused from such performance on a day-to-day basis to the extent of such prevention, restriction, or interference (and the other Party shall likewise be excused from performance of its obligations on a day-to-day basis until the delay, restriction or interference has ceased); provided however, that the Party so affected shall use diligent efforts to avoid or remove such causes of non-performance and both Parties shall proceed whenever such causes are removed or cease.

### 14. Year 2000 Compliance

Each party warrants that it has implemented a program the goal of which is to ensure that all software, hardware and related materials (collectively called "Systems") delivered, connected with BellSouth or supplied in the furtherance of the terms and conditions specified in this Agreement: (i) will record, store, process and display calendar dates falling on or after January 1, 2000, in the same manner, and with the same functionality as such software records, stores, processes and calendar dates falling on or before December 31, 1999; and (ii) shall include without

limitation date data century recognition, calculations that accommodate same century and multicentury formulas and date values, and date data interface values that reflect the century.

**15. Modification of Agreement**

- 15.1 BellSouth shall make available to DIECA any interconnection, service, or network element provided under any other agreement filed and approved pursuant to 47 USC § 252as controlled by the appropriate court of judicial review. The adopted agreement shall apply to the same states as such other agreement and for the identical term.
- 15.2 No modification, amendment, supplement to, or waiver of the Agreement or any of its provisions shall be effective and binding upon the Parties unless it is made in writing and duly signed by the Parties.
- 15.3 Execution of this Agreement by either Party does not confirm or infer that the executing Party agrees with any decision(s) issued pursuant to the Telecommunications Act of 1996 and the consequences of those decisions on specific language in this Agreement. Neither Party waives its rights to appeal or otherwise challenge any such decision(s) and each Party reserves all of its rights to pursue any and all legal and/or equitable remedies, including appeals of any such decision(s).
- 15.4 In the event that any final and nonappealable legislative, regulatory, judicial or other legal action materially affects any material terms of this Agreement, or the ability of DIECA or BellSouth to perform any material terms of this Agreement, DIECA or BellSouth may, on thirty (30) days' written notice require that such terms be renegotiated, and the Parties shall renegotiate in good faith such mutually acceptable new terms as may be required. In the event that such new terms are not renegotiated within ninety (90) days after such notice, the Dispute shall be referred to the Dispute Resolution procedure set forth in Section 11.
- 15.5 BellSouth and DIECA agree that the terms and conditions of this Agreement were agreed to in order to effectuate the legal requirements in effect at the time the Agreement was negotiated and executed. In the event that the FCC in its proceeding relating to Section 706 of the Telecommunications Act ("the 706 Proceeding") issues an order adopting rules or regulations that modify such legal requirements, to the extent that the effective date of said Order is not stayed, the Parties shall negotiate promptly and in good faith in order to amend the Agreement to substitute contract provisions which are consistent with such rules. In the event the Parties cannot agree on an amendment within thirty (30) days from the date any such rules, regulations or orders become effective, then the Parties shall resolve their dispute under the applicable Dispute Resolution procedures set forth herein this Agreement. If, as a result of any further administrative or judicial

proceedings, the FCC or a court of competent jurisdiction vacates or modifies, or otherwise changes the rules, regulations or requirement adopted in the 706 Proceeding, the Parties will, within 30 days, further modify this Agreement to comply with such vacation, modification or changes.

- 15.6 If any provision of this Agreement, or the application of such provision to either Party or circumstance, shall be held invalid, the remainder of the Agreement, or the application of any such provision to the Parties or circumstances other than those to which it is held invalid, shall not be effective thereby, provided that the Parties shall attempt to reformulate such invalid provision to give effect to such portions thereof as may be valid without defeating the intent of such provision.

**16. Waivers**

A failure or delay of either Party to enforce any of the provisions hereof, to exercise any option which is herein provided, or to require performance of any of the provisions hereof shall in no way be construed to be a waiver of such provisions or options, and each Party, notwithstanding such failure, shall have the right thereafter to insist upon the specific performance of any and all of the provisions of this Agreement.

**17. Governing Law**

This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Georgia, without regard to its conflict of laws principles.

**18. Arm's Length Negotiations**

This Agreement was executed after arm's length negotiations between the undersigned Parties and reflects the conclusion of the undersigned that this Agreement is in the best interests of all Parties.

**19. Notices**

- 19.1 Every notice, consent, approval, or other communications required or contemplated by this Agreement shall be in writing and shall be delivered in person or given by postage prepaid mail, address to:

**BellSouth Telecommunications, Inc.**

CLEC Account Team  
9<sup>th</sup> Floor  
600 North 19<sup>th</sup> Street  
Birmingham, Alabama 35203

and

General Attorney - COU  
Suite 4300  
675 W. Peachtree St.  
Atlanta, GA 30375

**DIECA Communications, Inc.**  
**d/b/a Covad Communications Company**  
Vice President and General Counsel  
2330 Central Expressway, Building B  
Santa Clara, CA 95050

And

Assistant General Counsel  
6849 Old Dominion Drive, Suite 220  
McLean, VA 22101

or at such other address as the intended recipient previously shall have designated by written notice to the other Party.

- 19.2 Where specifically required, notices shall be by certified or registered mail. Unless otherwise provided in this Agreement, notice by mail shall be effective on the date it is officially recorded as delivered by return receipt or equivalent, and in the absence of such record of delivery, it shall be presumed to have been delivered the fifth day, or next business day after the fifth day, after it was deposited in the mails.
- 19.3 BellSouth shall provide DIECA 45-day advance notice via Internet posting of price changes and of changes to the terms and conditions of services available for resale. To the extent that revisions occur between the time BellSouth notifies DIECA of changes under this Agreement and the time the changes are scheduled to be implemented, BellSouth will immediately notify DIECA of such revisions consistent with its internal notification process. DIECA may not hold BellSouth responsible for any cost incurred as a result of such revisions, unless such costs are incurred as a result of BellSouth's intentional misconduct. DIECA may not utilize any notice given under this subsection concerning a service to market resold offerings of that service in advance of BellSouth.

20. **Rule of Construction**

No rule of construction requiring interpretation against the drafting Party hereof shall apply in the interpretation of this Agreement.

21. **Headings of No Force or Effect**

The headings of Articles and Sections of this Agreement are for convenience of reference only, and shall in no way define, modify or restrict the meaning or interpretation of the terms or provisions of this Agreement.

22. **Multiple Counterparts**

This Agreement may be executed multiple counterparts, each of which shall be deemed an original, but all of which shall together constitute but one and the same document.

23. **Implementation of Agreement**

Within 60 days of the execution of this Agreement, the parties will adopt a schedule for the implementation of the Agreement. The schedule shall state with specificity time frames for submission of including but not limited to, network design, interconnection points, collocation arrangement requests, pre-sales testing and full operational time frames for the business and residential markets. An implementation template to be used for the implementation schedule is contained in Attachment 12 of this Agreement.

24. **Entire Agreement**

This Agreement and its Attachments, incorporated herein by this reference, sets forth the entire understanding and supersedes prior agreements between the Parties relating to the subject matter contained herein and merges all prior discussions between them, and neither Party shall be bound by any definition, condition, provision, representation, warranty, covenant or promise other than as expressly stated in this Agreement or as is contemporaneously or subsequently set forth in writing and executed by a duly authorized officer or representative of the Party to be bound thereby.

**This agreement includes attachments with provisions for the following services:**

Unbundled Network Elements (UNEs)  
Local Interconnection  
Resale

Collocation

**The following services are included as options for purchase by DIECA. DIECA shall elect said services by written request to its Account Manager:**

Optional Daily Usage File (ODUF)  
Access Daily Usage File (ADUF)  
Line Information Database (LIDB) Storage  
Centralized Message Distribution Service (CMDS)

IN WITNESS WHEREOF, the Parties have executed this Agreement the day and year above first written.

**BellSouth Telecommunications, Inc.**

**DIECA Communications, Inc. d/b/a  
Covad Communications Company**

\_\_\_\_\_  
Signature on Original  
Signature

\_\_\_\_\_  
Signature on Original  
Signature

\_\_\_\_\_  
Jerry D. Hendrix  
Name

\_\_\_\_\_  
Dhruv Khanna  
Name

\_\_\_\_\_  
Director  
Title

\_\_\_\_\_  
Vice President and General Counsel  
Title

\_\_\_\_\_  
12/01/98  
Date

\_\_\_\_\_  
11/24/98  
Date

## Definitions

**Affiliate** is defined as a person that (directly or indirectly) owns or controls, is owned or controlled by, or is under common ownership or control with, another person. For purposes of this paragraph, the term "own" means to own an equity interest (or equivalent thereof) of more than 10 percent.

**Centralized Message Distribution System** is the BellCore administered national system, based in Kansas City, Missouri, used to exchange Exchange Message Interface (EMI) formatted data among host companies.

**Commission** is defined as the appropriate regulatory agency in each of BellSouth's nine state region, Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina, Tennessee., and the Federal Communications Commission.

**Daily Usage File** is the compilation of messages or copies of messages in standard Exchange Message Interface (EMI) format exchanged from BellSouth to an CLEC.

Exchange Message Interface is the nationally administered standard format for the exchange of data among the Exchange Carriers within the telecommunications industry.

**Intercompany Settlements (ICS)** is the revenue associated with charges billed by a company other than the company in whose service area such charges were incurred. ICS on a national level includes third number and credit card calls and is administered by BellCore's Credit Card and Third Number Settlement System (CATS). Included is traffic that originates in one Regional Bell Operating Company's (RBOC) territory and bills in another RBOC's territory.

**Intermediary function** is defined as the delivery of traffic from DIECA ; a CLEC other than DIECA or another telecommunications carrier through the network of BellSouth or DIECA to an end user of DIECA; a CLEC other than DIECA or another telecommunications carrier.

**Local Interconnection** is defined as 1) the delivery of local traffic to be terminated on each Party's local network so that end users of either Party have the ability to reach end users of the other Party without the use of any access code or substantial delay in the processing of the call; 2) the LEC unbundled network features, functions, and capabilities set forth in this Agreement; and 3) Service Provider Number Portability sometimes referred to as temporary telephone number portability to be implemented pursuant to the terms of this Agreement.



**Local Traffic** is defined as any telephone call that originates in one exchange and terminates in either the same exchange, or a corresponding Extended Area Service ("EAS"). The terms Exchange and EAS exchanges are defined and specified in Section A3 of BellSouth's General Subscriber Service Tariff. The Parties agree that this definition shall not include traffic that originates from or terminates to an Enhanced Service Provider (ESP) or Information Service Provider (ISP) until the Commission, the FCC or a court of competent jurisdiction determines in a final and nonappealable order that such traffic is Local Traffic. The Parties will maintain billing records identifying all such Enhanced Service Provider and Information Service Provider traffic and will adjust, if necessary, their mutual compensation billing for such local traffic termination consistent with the final Commission, FCC or court decision. The period of adjustment shall be from the effective date of this Agreement to the date the order of the Commission, the FCC or the court becomes final and nonappealable.

**Message Distribution** is routing determination and subsequent delivery of message data from one company to another. Also included is the interface function with CMDS, where appropriate.

**Multiple Exchange Carrier Access Billing ("MECAB")** means the document prepared by the Billing Committee of the Ordering and Billing Forum ("OBF:), which functions under the auspices of the Carrier Liaison Committee of the Alliance for Telecommunications Industry Solutions ("ATIS") and by Bellcore as Special Report SR-BDS-000983, Containing the recommended guidelines for the billing of Exchange Service access provided by two or more LECs and/or CLECs or by one LEC in two or more states within a single LATA.

**Non-Intercompany Settlement System (NICS)** is the BellCore system that calculates non-intercompany settlements amounts due from one company to another within the same RBOC region. It includes credit card, third number and collect messages.

**Percent of Interstate Usage (PIU)** is defined as a factor to be applied to terminating access services minutes of use to obtain those minutes that should be rated as interstate access services minutes of use. The numerator includes all interstate "non-intermediary" minutes of use, including interstate minutes of use that are forwarded due to service provider number portability less any interstate minutes of use for Terminating Party Pays services, such as 800 Services. The denominator includes all "non-intermediary", local, interstate, intrastate, toll and access minutes of use adjusted for service provider number portability less all minutes attributable to terminating Party pays services.

**Percent Local Usage (PLU)** is defined as a factor to be applied to intrastate terminating minutes of use. The numerator shall include all "non-intermediary" local minutes of use adjusted for those minutes of use that only apply local due to Service Provider Number Portability. The denominator is the total intrastate

minutes of use including local, intrastate toll, and access, adjusted for Service Provider Number Portability less intrastate terminating Party pays minutes of use.

**Revenue Accounting Office (RAO) Status Company** is a local exchange company/alternate local exchange company that has been assigned a unique RAO code. Message data exchanged among RAO status companies is grouped (i.e. packed) according to From/To/Bill RAO combinations.

**Service Control Points ("SCPs")** are defined as databases that store information and have the ability to manipulate data required to offer particular services.

**Signal Transfer Points ("STPs")** are signaling message switches that interconnect Signaling Links to route signaling messages between switches and databases. STPs enable the exchange of Signaling System 7 ("SS7") messages between switching elements, database elements and STPs. STPs provide access to various BellSouth and third party network elements such as local switching and databases.

**Signaling links** are dedicated transmission paths carrying signaling messages between carrier switches and signaling networks. Signal Link Transport is a set of two or four dedicated 56 kbps transmission paths between DIECA designated Signaling Points of Interconnection that provide a diverse transmission path and cross connect to a BellSouth Signal Transfer Point.

**Telecommunications Act of 1996 ("Act")** means Public Law 104-104 of the United States Congress effective February 8, 1996. The Act amended the Communications Act of 1934 (47, U.S.C. Section 1 et. seq.).

**Attachment 2**

**Unbundled Network Elements**

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## **ACCESS TO UNBUNDLED NETWORK ELEMENTS**

### **1. Introduction**

- 1.1.1 BellSouth shall, upon request of DIECA, and to the extent technically feasible, provide to DIECA access to its unbundled network elements for the provision of DIECA's telecommunications service.
- 1.1.2 Access to unbundled Network Elements provided pursuant to this Agreement may be connected to other Services and Elements provided by BellSouth or to any Services and Elements provided by DIECA itself or by any other vendor.
- 1.1.3 DIECA may purchase unbundled network elements from BellSouth for the purpose of combining such network elements in any manner DIECA chooses to provide telecommunication services to its intended users, including recreating existing BellSouth services. With the exception of the sub-loop elements which are located outside of the central office, BellSouth shall deliver the unbundled network elements purchased by DIECA for combining to the designated DIECA collocation space. The unbundled network elements shall be provided as set forth in this Attachment.
- 1.1.3.1 BellSouth will provide the following combined unbundled network elements for purchase by DIECA. The rate of the following combined unbundled network elements is the sum of the individual element prices as set forth in Attachment 11 of this Agreement. Order Coordination as defined in Section 1.1.5 of Attachment 2 is available for each of these combinations:
- SL2 loop and cross connect
  - Port and cross connect
  - Port and cross connect and common transport
  - Port and vertical features
  - SL2 Loop with loop concentration
  - Port and common transport
  - SL2 Loop and LNP
- 1.1.4 BellSouth shall comply with the requirements as set forth in the technical references within Attachment 2 to the extent that they are consistent with the greater of BellSouth's actual performance or applicable industry standards.

- 1.1.5 BellSouth Order Coordination referenced in Attachment 2 includes two types: "Order Coordination" and "Order Coordination - Time Specific."
- 1.1.5.1 "Order Coordination" refers to standard BellSouth service order coordination. Order coordination for physical conversions will be scheduled at BellSouth's discretion during normal working hours on the committed due date and DIECA advised. Order coordination for new service or non-physical conversions will be performed by BellSouth at non-scheduled intervals on the committed due date and DIECA advised. Where facilities are available, BellSouth will install unbundled loops within a 5-7 business days interval. For orders of 14 or more unbundled loops, the installation will be handled on a project basis and the intervals will be set by the BellSouth project manager for that order. Some unbundled loops require a Service Inquiry (SI) to determine if facilities are available prior to issuing the order. The interval for the SI process is separate from the installation interval. For expedite requests by DIECA, expedite charges will apply for intervals less than 5 days. The charges outlined in BST's FCC #1 Tariff, Section 5.1.1, will apply. If BellSouth, over time, develops and implements additional procedures that result in more efficient installation time intervals for unbundled loops, then DIECA will be afforded these efficiencies.
- 1.1.5.2 "Order Coordination - Time Specific" refers to service order coordination in which DIECA requests a specific time for a service order conversion to take place. This is a chargeable option for any coordinated order.
- 2. Unbundled Loops**
- 2.1.1 BellSouth agrees to offer access to unbundled loops pursuant to the following terms and conditions and at the rates set forth in Attachment 11.
- 2.2 Definition**
- 2.2.1 The loop is the physical medium or functional path on which a subscriber's traffic is carried from the MDF or similar terminating device in a central office or similar environment up to the termination at the NID at the customer's premise. Each unbundled loop will be provisioned with a NID.
- 2.2.2 The provisioning of service to a customer will require cross-office cabling and cross-connections within the central office to connect

the loop to a local switch or to other transmission equipment in co-located space.

- 2.2.3 BST will offer voice loops in two different service levels - Service Level One (SL1) and Service Level Two (SL2). SL1 loops will be non-designed, will not have test points, and will not come with any Order Coordination (OC) or engineering information/circuit make-up data. Since SL1 loops do not come standard with OC, these loops will be activated on the due date in the same manner and time frames that BST normally activates POTS-type loops for its customers.
- 2.2.4 The OC and EI feature will be provided as a chargeable option on SL1 loops. The OC feature will allow DIECA to coordinate the installation of the loop with the disconnect of an existing customers service and/or number portability service, whereby, the end-user would normally be out of service for an average of less than 15 minutes. In these cases, BellSouth will perform the order conversion with standard order coordination at its discretion during normal work hours.
- 2.2.5 SL2 loops will be designed, will be provisioned with test points (where appropriate), and will come with standard Order Coordination and a designed layout record (DLR).
- 2.2.6 BellSouth will also offer Unbundled Digital Loops (UDL). As a standard, they will be designed, will be provisioned with test points (where appropriate), and will come standard with Order Coordination and a DLR.
  - 2.2.6.1 BellSouth shall use its best efforts to make available a Non-Standard Unbundled Digital Loop (UDL-NS) that will be provisioned without Order Coordination within the term of this Agreement. This UDL-NS will be designed, provisioned with test points (where appropriate), and come standard with a DLR.
  - 2.2.6.2 When the UDL-NS becomes available, the Parties shall amend this Agreement to include any necessary information to define the loop, its associated rates, and provisioning requirements. 2.2.7As a chargeable option on all unbundled loops except UVL-SL1, BST will offer Order Coordination - Time Specific (OC-TS). This will allow DIECA the ability to specify the time that the coordinated conversion takes place.
- 2.2.7 After DIECA has placed a valid order for a loop, BellSouth will provision the requested loop to the location specified on the order. When BellSouth has completed the provisioning process, DIECA

will be able to perform tests on the loop to verify it meets the TR73600 requirements and, if so, DIECA will accept the loop and the order will be completed. If DIECA's tests indicate that the loop does not meet TR73600 requirements, DIECA will inform BellSouth of the problem and both Parties will work cooperatively to ensure that the loop is provisioned properly.

- 2.2.8 Once provisioned by BellSouth and accepted by DIECA, DIECA will be responsible for testing and isolating troubles on the unbundled loops. Once DIECA has isolated a trouble to the BST provided loop, DIECA will issue a trouble to BST on the loop. BST will take the actions necessary to repair the loop if a trouble actually exists. BST will repair these loops in the same time-frames that BST repairs loops to its customers.
- 2.2.8.1 If DIECA reports a trouble on SL1 loops and no trouble actually exists, BST will charge DIECA for any dispatching and testing (both inside and outside the CO) required by BST in order to confirm the loop's working status.
- 2.2.8.2 If DIECA reports a trouble on SL2 loops and no trouble actually exists, BST will charge DIECA for any dispatching and testing, (outside the CO) required by BST in order to confirm the loop's working status.
- 2.2.9 BellSouth shall make available, an Unbundled Copper Loop (UCL) within the first quarter of 1999. The UCL will be a copper twisted pair loop up to eighteen (18) kilofeet in length that is unencumbered by any intervening equipment (*e.g., filters, load coils, range extenders, digital loop carrier, or repeaters*).
- 2.2.9.1 The UCL will be a designed circuit, will be provisioned with a test point and will come standard with a DLR. OC and OC-TS will be provided as chargeable options on all UCLs.
- 2.2.9.2 The UCL is a dry copper loop and is not intended to support any particular telecommunications service. DIECA may use the UCL for a variety of services, including ADSL and HDSL services, by attaching appropriate terminal equipment of DIECA's choosing. DIECA will determine the type of service that will be provided over the loop.
- 2.2.9.3 BellSouth's UCL will not be held to the service level and performance obligations that apply to its ADSL and HDSL unbundled loop offerings. BellSouth shall only be obligated to



maintain copper continuity and provide balance relative to tip and ring on UCLs.

- 2.2.9.4 When the UCL becomes available, the Parties shall amend this Agreement to include any necessary information to define the loop, its associated rates, and provisioning requirements.

## **2.3 Technical Requirements**

- 2.3.1 BST will offer loops capable of supporting telecommunications services such as: POTS, Centrex, basic rate ISDN, analog PBX, voice grade private line, and digital data (up to 64 kb/s), ADSL and HDSL. Additional services may include digital PBXs, primary rate ISDN, Nx 64 kb/s, and DS1/DS3 and SONET private lines.
  - 2.3.1.1 The loop will support the transmission, signaling, performance and interface requirements of the services described in 2.3.1 above. It is recognized that the requirements of different services are different, and that a number of types or grades of loops are required to support these services. Loops provided by BST will be consistent with applicable industry standards. Services provided over the loop by DIECA will be consistent with industry standards.
  - 2.3.1.2 In some instances, DIECA will require access to copper twisted pair loop combination unfettered by any intervening equipment (e.g., filters, load coils, range extenders, etc.), so that DIECA can use the loop for a variety of services by attaching appropriate terminal equipment at the ends. DIECA will determine the type of service that will be provided over the loop. BellSouth will not charge DIECA for the removal of equipment necessary to bring the loop up to BellSouth loop specifications during the normal provisioning process for that type of loop. However, if the loop meets the appropriate specification for that loop type and DIECA wants additional equipment removed, then DIECA will be required to pay additional charges as set forth in the BellSouth's Special Construction process.
  - 2.3.1.3 In those cases where DIECA has requested that BellSouth remove equipment from the BellSouth loop, BellSouth will no longer be expected to maintain and repair the loop to the standards specified for that loop type in the TR73600 and other standards referenced in this agreement. BellSouth shall only be obligated to maintain copper continuity and provide balance relative to tip and ring.

- 2.3.1.3.1 DIECA, in performance of its obligations pursuant to Section 2.2.8 preceding, shall maintain records that will reflect that pursuant to DIECA's request BellSouth has removed certain equipment from BellSouth provided loops and as such the loop may not perform within the technical specifications associated with that loop type. DIECA will not report to BellSouth troubles on said loops where the loops are not performing within the technical specifications of that loop type.
- 2.3.1.3.2 In addition, DIECA recognizes there may be instances where a loop modified in this manner may be subjected to normal network configuration changes that may cause the circuit characteristics to be changed and may create a outage of the service that DIECA has placed on the loop. If this occurs, BellSouth will work cooperatively with DIECA to restore the circuit to its previous modified status as quickly as possible.
- 2.3.2 The loop shall be provided to DIECA in accordance with the following Technical References:
  - 2.3.2.1 Bellcore TR-NWT-000057, Functional Criteria for Digital Loop Carrier Systems, Issue 2, January 1993.
  - 2.3.2.2 Bellcore TR-NWT-000393, Generic Requirements for ISDN Basic Access Digital Subscriber Lines.
  - 2.3.2.3 ANSI T1.106 - 1988, American National Standard for Telecommunications - Digital Hierarchy - Optical Interface Specifications (Single Mode).
  - 2.3.2.4 ANSI T1.102 - 1993, American National Standard for Telecommunications - Digital Hierarchy - Electrical Interfaces.
  - 2.3.2.5 ANSI T1.403 - 1989, American National Standard for Telecommunications - Carrier to Customer Installation, DS1 Metallic Interface Specification.
  - 2.3.2.6 Bellcore TR-TSY-000008, Digital Interface Between the SLC 96 Digital Loop Carrier System and a Local Digital Switch, Issue 2, August 1987.
  - 2.3.2.7 Bellcore TR-NWT-000303, Integrated Digital Loop Carrier System Generic Requirements, Objectives and Interface, Issue 2, December 1992; Rev.1, December 1993; Supplement 1, December 1993.

2.3.2.8 Bellcore TR-TSY-000673, Operations Systems Interface for an IDLC System, (LSSGR) FSD 20-02-2100, Issue 1, September 1989.

2.3.2.9 BellSouth TR-73600, Unbundled Local Loop Technical Specification

### **3. Integrated Digital Loop Carriers**

3.1.1 Where BellSouth uses Integrated Digital Loop Carrier (IDLCs) systems to provide the local loop and BellSouth has an alternate facility available, BellSouth will make alternative arrangements to permit DIECA to order a contiguous unbundled local loop. To the extent it is technically feasible, these arrangements will provide DIECA with the capability to serve end users at the same level BellSouth provides its customers. If no alternate facility is available, BST will utilize its Special Construction (SC) process to determine the additional costs required to provision the loop facilities. DIECA will then have the option of paying the one-time SC rates to place the loop facilities or DIECA may chose some other method of providing service to the end-user (e.g., Resale, private facilities, etc.)

3.1.2 If, in the future, BellSouth develops the capability and provides ADSL and/or HDSL capable loops through a DLC system to its customers, affiliates or any other CLEC, BellSouth will make that capability available to DIECA on a parity basis.

## **4. NETWORK INTERFACE DEVICE**

### **4.1 Definition**

The Network Interface Device (NID) is a single-line termination device or that portion of a multiple-line termination device required to terminate a single line or circuit. The fundamental function of the NID is to establish the official network demarcation point between a carrier and its end-user customer. The NID features two independent chambers or divisions which separate the service provider's network from the customer's inside wiring. Each chamber or division contains the appropriate connection points or posts to which the service provider, and the end-user customer each make their connections. The NID provides a protective ground connection, and is capable of terminating cables such as twisted pair cable.

### **4.2 Technical Requirements**

- 4.2.1 The Network Interface Device shall provide a clean, accessible point of connection for the inside wiring and for the Distribution Media and shall maintain a connection to ground that meets the requirements set forth below.
- 4.2.2 The NID shall be capable of transferring electrical analog or digital signals between the customer's inside wiring and the Distribution Media.
- 4.2.3 All NID posts or connecting points shall be in place, secure, usable and free of any rust or corrosion. The protective ground connection shall exist and be properly installed. The ground wire will also be free of rust or corrosion and have continuity relative to ground.
- 4.2.4 The NID shall be capable of withstanding all normal local environmental variations.
- 4.2.5 Where feasible, the NID shall be physically accessible to DIECA designated personnel. In cases where entrance to the customer premises is required to give access to the NID, DIECA shall obtain entrance permission directly from the customer.
- 4.2.6 BellSouth shall offer the NID as a stand-alone component. Additionally, DIECA may connect its loop to any spare capacity on the BST NID. Where necessary to comply with an effective Commission order, BST will allow DIECA to disconnect the BST loop from the BST NID in order to connect DIECA's loop to the BST

NID. In these cases, DIECA accepts all liability associated with this process and it is DIECA's responsibility to make sure the disconnected BST loop is properly grounded.

### **4.3 Interface Requirements**

- 4.3.1 The NID shall be the interface to customers' premises wiring for alternative loop technologies.
- 4.3.2 The NID shall be equal to or better than all of the requirements for NIDs set forth in the following technical references:
  - 4.3.2.1 Bellcore Technical Advisory TA-TSY-000120 "Customer Premises or Network Ground Wire";
  - 4.3.2.2 Bellcore Generic Requirement GR-49-CORE "Generic Requirements for Outdoor Telephone Network Interface Devices";
  - 4.3.2.3 Bellcore Technical Requirement TR-NWT-00239 "Indoor Telephone Network Interfaces";
  - 4.3.2.4 Bellcore Technical Requirement TR-NWT-000937 "Generic Requirements for Outdoor and Indoor Building Entrance"

### **5. Unbundled Loop Concentration (ULC) System**

- 5.1.1 BellSouth will provide to DIECA unbundled loop concentration (ULC). Loop concentration systems in the central office concentrate the signals transmitted over local loops onto a digital loop carrier system. The concentration device is placed inside a BellSouth central office. BellSouth will offer ULC with a TR008 interface or a TR303 interface.
- 5.1.2 ULC will be offered in two sizes. System A will allow up to 96 BellSouth loops to be concentrated onto multiple DS1s. The high speed connection from the concentrator will be at the electrical DS1 level and may connect to DIECA at DIECA's collocation site. System B will allow up to 192 BellSouth loops to be concentrated onto multiple DS1s. System A may be upgraded to a System B. A minimum of two DS1s is required for each system (i.e., System A requires two DS1s and System B would require an additional two DS1s or four in total ). All DS1 interfaces will terminate to the CLEC's collocation space. ULC service is offered with or without concentration and with or without protection. A Line Interface element will be required for each unbundled loop that is terminated

onto the ULC system. Rates for ULC are as set forth in Attachment 11.

## **6. Sub-loop Elements**

Where facilities permit and where necessary to comply with an effective Commission order or where the Parties mutually agree, BellSouth shall offer access to its Unbundled Sub-Loop (USL), Unbundled Sub-Loop Concentration (USLC) System and Unbundled Network Terminating Wire (UNTW) elements

### **6.1 Unbundled Sub-loop (USL)**

#### **6.1.1 Definition**

6.1.1.1 Unbundled Sub-Loop provides connectivity between the NID component of the unbundled sub-loop and the terminal block on the customer-side of a Feeder Distribution Interface (FDI). This termination and cross-connect field may be in the form of an outside plant distribution closure, remote terminal or fiber node, or an underground vault. Riser Cable that extends from BST's point-of-entry into a building (e.g., equipment closet, terminal room, etc.) to the NID on a particular floor or office space in a multi-tenant building is also classified as a USL. Unbundled Sub-Loops will be provisioned as 2-wire or 4-wire circuits and will include a NID.

6.1.1.2 The Unbundled Sub-Loop may be copper twisted pair, coax cable, or single or multi-mode fiber optic cable. A combination that includes two or more of these media is also possible. If DIECA requires a copper twisted pair Unbundled Sub-Loop in instances where the Unbundled Sub-Loop for services that BellSouth offers is other than a copper facility, BellSouth will provide that media if those facilities exist. If there are no copper facilities available, BellSouth will use its Special Construction process to determine if facilities can be provided to DIECA

6.1.1.3 In these scenarios DIECA would be required to place a cross-box, remote terminal (RT), or other similar device and deliver a cable to the BST remote terminal or cross-box. This cable would be connected to a cross-connect panel within the BST RT, by a BST technician. This will then allow DIECA's feeder facilities to then be connected to the USL elements. BellSouth will support and facilitate such placement of DIECA facilities on BellSouth rights of ways consistent with BellSouth's obligations under 47 U.S.C. 224.

## **6.1.2 Requirements for All Unbundled Sub-Loop**

- 6.1.2.1 Unbundled Sub-Loops shall be capable of carrying all signaling messages or tones needed to provide telecommunications services.
- 6.1.2.2 Unbundled Sub-Loop shall support functions associated with provisioning, maintenance and testing of the Unbundled Sub-Loop itself, as well as provide necessary access to provisioning, maintenance and testing functions for Network Elements to which it is associated.
- 6.1.2.3 Unbundled Sub-Loop shall be equal to or better than all of the applicable requirements set forth in the following technical references:
  - 6.1.2.3.1 Bellcore TR-TSY-000057, "Functional Criteria for Digital Loop Carrier Systems"; and
  - 6.1.2.3.2 Bellcore TR-NWT-000393, "Generic Requirements for ISDN Basic Access Digital Subscriber Lines."

## **6.1.3 Interface Requirements**

- 6.1.3.1 Unbundled Sub-Loop shall be equal to or better than each of the applicable interface requirements set forth in the following technical references:
  - 6.1.3.2 Bellcore TR-NWT-000049, "Generic Requirements for Outdoor Telephone Network Interface Devices," Issued December 1, 1994;
  - 6.1.3.3 Bellcore TR-NWT-000057, "Functional Criteria for Digital Loop Carrier Systems," Issued January 2, 1993;
  - 6.1.3.4 Bellcore TR-NWT-000393, "Generic Requirements for ISDN Basic Access Digital Subscriber Lines";
  - 6.1.3.5 Bellcore TR-NWT-000253, SONET Transport Systems: Common Criteria (A module of TSGR, FR-NWT-000440), Issue 2, December 1991)

## **6.2 Unbundled Sub-Loop Concentration System (USLC)**

- 6.2.1 Where facilities permit and where necessary to comply with an effective Commission order or where the Parties mutually agree, BellSouth will provide to DIECA with the ability to concentrate its sub-loops onto multiple DS1s back to the BellSouth Central Office.

The DS1s will then be terminated into DIECA's collocation space. TR-008 and TR303 interface standards are available.

6.2.2 USLC, using the Lucent Series 5 equipment, will be offered in two sizes. System A will allow up to 96 of DIECA's sub-loops to be concentrated onto multiple DS1s. System B will allow up to 192 of DIECA's sub-loops to be concentrated onto multiple DS1s. System A may be upgraded to a System B. A minimum of two DS1s is required for each system (i.e., System A requires two DS1s and System B would require an additional two DS1s or four in total). The DS1 level facility that connects the RT site with the serving wire center is known as a Feeder Interface. All DS1 Feeder Interfaces will terminate to the CLEC's collocation space within the SWC that serves the RT where the CLEC's sub-loops are connected. USLC service is offered with or without concentration and with or without a protection DS1.

6.2.3 In these scenarios DIECA would be required to place a cross-box, remote terminal (RT), or other similar device and deliver a cable to the BST remote terminal. This cable would be connected to a cross-connect panel within the BST RT and would allow DIECA's sub-loops to then be placed on the ULSC and transported to their collocation space at a DS1 level. BellSouth will support and facilitate such placement of DIECA facilities on BellSouth rights of ways consistent with BellSouth's obligations under 47 U.S.C. 224.

### **6.3 Unbundled Network Terminating Wire (UNTW)**

6.3.1 BellSouth shall offer its Network Terminating Wire to DIECA pursuant to the following terms and conditions. Unbundled Network Terminating Wire will be provided via the Bona Fide Request/New Business Request Process as set forth in Attachment 9.

### **6.4 Definition**

6.4.1 UNTW is twisted copper wire that extends from BST's point-of-entry into a multi-tenant building (MTB) or multi-dwelling unit (MDU) to the NID at the end-users location.

### **6.5 Technical Requirements**

6.5.1 In these scenarios DIECA will be required to place a cross-box, terminal, or other similar device and deliver a cable to the BST terminal located at the buildings point-of-entry or garden terminal.



BST will then connect DIECA's cable to a cross-connect panel within the BST terminal.

- 6.5.2 This arrangement would then provide DIECA with connectivity from its feeder and/or distribution facilities (terminated in CLEC's terminal) to the NTW and the NID at the end-user premises.

## **7. Local Switching**

BellSouth agrees to offer access to local switching pursuant to the following terms and conditions and at the rates set forth in Attachment 11.

### **7.1 Definition**

- 7.1.1 Local Switching is the Network Element that provides the functionality required to connect the appropriate originating lines or trunks wired to the Main Distributing Frame (MDF) or Digital Cross Connect (DSX) panel to a desired terminating line or trunk. Such functionality shall include access to all of the features, functions, and capabilities that the underlying BellSouth switch that is providing such Local Switching function is then capable of providing, including but not limited to: line signaling and signaling software, digit reception, dialed number translations, call screening, routing, recording, call supervision, dial tone, switching, telephone number provisioning, announcements, calling features and capabilities (including call processing), CENTREX, Automatic Call Distributor (ACD), Carrier pre-subscription (e.g. long distance carrier, intraLATA toll), Carrier Identification Code (CIC) portability capabilities, testing and other operational features inherent to the switch and switch software. It also provides access to transport, signaling (ISDN User Part (ISUP) and Transaction Capabilities Application Part (TCAP), and platforms such as adjuncts, Public Safety Systems (911), operator services, Directory Assistance Services and Advanced Intelligent Network (AIN). Remote Switching Module functionality is included in the Local Switching function. The switching capabilities used will be based on the line side features they support. Local Switching will also be capable of routing local, intraLATA, interLATA, and calls to international customer's preferred carrier; call features (e.g., call forwarding) and CENTREX capabilities. Where required to do so in order to comply with an effective Commission order, Local Switching, including the ability to route to DIECA's transport facilities, dedicated facilities and systems, shall be unbundled from all other unbundled Network Elements, i.e., Operator Systems, Shared Transport, and Dedicated Transport. BellSouth and DIECA shall continue to work

with the appropriate industry groups to develop a long-term solution for selective routing.

7.1.2 A featureless port is one that has a line port, switching functionality, and an interoffice port. A featured port is a port that includes all features then capable or a number of then capable features specifically requested by DIECA. Any features that are not currently then capable but are technically feasible through the switch can be requested through the BFR process.

7.1.3 Where required to do so in order to comply with an effective Commission order, BellSouth will provide to DIECA purchasing unbundled local BellSouth switching and reselling BellSouth local exchange service under Attachment 1, selective routing of calls to a requested directory assistance services platform or operator services platform. DIECA customers may use the same dialing arrangements as BellSouth customers, but obtain an DIECA branded service.

## **7.2 Technical Requirements**

7.2.1 The requirements set forth in this Section apply to Local Switching, but not to the Data Switching function of Local Switching.

7.2.1.1 Local Switching shall be equal to or better than the requirements for Local Switching set forth in Bellcore's Local Switching Systems General Requirements (FR-NWT-000064).

7.2.1.2 When applicable, BellSouth shall route calls to the appropriate trunk or lines for call origination or termination.

7.2.1.3 Subject to sections 10.1.1 and 10.1.3, BellSouth shall route calls on a per line or per screening class basis to (1) BellSouth platforms providing Network Elements or additional requirements (2) Operator Services platforms, (3) Directory Assistance platforms, and (4) Repair Centers. Any other routing requests by DIECA will be made pursuant to the Bona Fide Request Process of Attachment 9.

7.2.1.4 BellSouth shall provide unbranded recorded announcements and call progress tones to alert callers of call progress and disposition.

7.2.1.5 BellSouth shall activate service for an DIECA customer or network interconnection on any of the Local Switching interfaces. This includes provisioning changes to change a customer from BellSouth's services to DIECA's services without loss of switch feature functionality as defined in this Agreement.

- 7.2.1.6 BellSouth shall perform routine testing (e.g., Mechanized Loop Tests (MLT) and test calls such as 105, 107 and 108 type calls) and fault isolation on a mutually agreed upon schedule.
- 7.2.1.7 BellSouth shall repair and restore any equipment or any other maintainable component that may adversely impact Local Switching.
- 7.2.1.8 BellSouth shall control congestion points such as those caused by radio station call-ins, and network routing abnormalities. All traffic shall be restricted in a non discriminatory manner.
- 7.2.1.9 BellSouth shall perform manual call trace and permit customer originated call trace.
- 7.2.1.10 Special Services provided by BellSouth will include the following:
  - 7.2.1.10.1 Telephone Service Prioritization;
  - 7.2.1.10.2 Related services for handicapped;
  - 7.2.1.10.3 Soft dial tone where required by law; and
  - 7.2.1.10.4 Any other service required by law.
- 7.2.1.11 BellSouth shall provide Switching Service Point (SSP) capabilities and signaling software to interconnect the signaling links destined to the Signaling Transfer Point Switch (STPS). These capabilities shall adhere to Bellcore specifications - TCAP (GR-1432-CORE), ISUP (GR-905-CORE), Call Management (GR-1429-CORE), Switched Fractional DS1 (GR-1357-CORE), Toll Free Service (GR-1428-CORE), Calling Name (GR-1597-CORE), Line Information Database (GR-954-CORE), and Advanced Intelligent Network (GR-2863-CORE).
- 7.2.1.12 BellSouth shall provide interfaces to adjuncts through Bellcore standard interfaces. These adjuncts can include, but are not limited to, the Service Circuit Node and Automatic Call Distributors.
- 7.2.1.13 BellSouth shall provide performance data regarding a customer line, traffic characteristics or other measurable elements to DIECA, upon a reasonable request from DIECA. CLEC will pay BellSouth for all costs incurred to provide such performance data through the Business Opportunity Request process.
- 7.2.1.14 BellSouth shall offer Local Switching that provides feature offerings at parity to those provided by BellSouth to itself or any other party. Such feature offerings shall include but are not limited to:

- 7.2.1.14.1 Basic and primary rate ISDN;
- 7.2.1.14.2 Residential features;
- 7.2.1.14.3 Customer Local Area Signaling Services (CLASS/LASS);
- 7.2.1.14.4 CENTREX (including equivalent administrative capabilities, such as customer accessible reconfiguration and detailed message recording); and
- 7.2.1.14.5 Advanced intelligent network triggers supporting DIECA and BellSouth service applications.  
BellSouth shall offer to DIECA all AIN triggers in connection with its SMS/SCE offering which are supported by BellSouth for offering AIN-based services. Triggers that are currently available are:
  - 7.2.1.14.5.1 Off-Hook Immediate
  - 7.2.1.14.5.2 Off-Hook Delay
  - 7.2.1.14.5.3 Termination Attempt
  - 7.2.1.14.5.4 6/10 Public Office Dialing Plan
  - 7.2.1.14.5.5 Feature Code Dialing
  - 7.2.1.14.5.6 Customer Dialing Plan
- 7.2.1.14.6 When the following triggers are supported by BellSouth, BellSouth will make these triggers available to DIECA:
  - 7.2.1.14.6.1 Private EAMF Trunk
  - 7.2.1.14.6.2 Shared Interoffice Trunk (EAMF, SS7)
  - 7.2.1.14.6.3 N11
  - 7.2.1.14.6.4 Automatic Route Selection
- 7.2.1.15 Where capacity exists, BellSouth shall assign each DIECA customer line the class of service designated by DIECA (e.g., using line class codes or other switch specific provisioning methods), and shall route directory assistance calls from DIECA customers to DIECA directory assistance operators at DIECA's option.
- 7.2.1.16 Where capacity exists, BellSouth shall assign each DIECA customer line the class of services designated by DIECA (e.g., using line class codes or other switch specific provisioning methods) and shall route operator calls from DIECA customers to

DIECA operators at DIECA's option. For example, BellSouth may translate 0- and 0+ intraLATA traffic, and route the call through appropriate trunks to an DIECA Operator Services Position System (OSPS). Calls from Local Switching must pass the ANI-II digits unchanged.

- 7.2.1.17 Local Switching shall be offered in accordance with the requirements of the following technical references:
  - 7.2.1.17.1 BellCore GR-1298-CORE, AIN Switching System Generic Requirements, as implemented in BellSouth's switching equipment;
  - 7.2.1.17.2 BellCore GR-1299-CORE, AIN Switch-Service Control Point (SCP)/Adjunct Interface Generic Requirements;
  - 7.2.1.17.3 BellCore TR-NWT-001284, AIN 0.1 Switching System Generic Requirements;
  - 7.2.1.17.4 BellCore SR-NWT-002247, AIN Release 1 Update.

## **7.2.2 Interface Requirements**

- 7.2.2.1 BellSouth shall provide the following interfaces to loops:
  - 7.2.2.2 Standard Tip/Ring interface including loopstart or groundstart, on-hook signaling (e.g., for calling number, calling name and message waiting lamp);
  - 7.2.2.3 Coin phone signaling;
  - 7.2.2.4 Basic Rate Interface ISDN adhering to appropriate Bellcore Technical Requirements;
  - 7.2.2.5 Two-wire analog interface to PBX;
    - 7.2.2.5.1 Four-wire analog interface to PBX;
  - 7.2.2.6 Four-wire DS1 interface to PBX or customer provided equipment (e.g. computers and voice response systems);
  - 7.2.2.7 Primary Rate ISDN to PBX adhering to ANSI standards Q.931, Q.932 and appropriate Bellcore Technical Requirements;
  - 7.2.2.8 Switched Fractional DS1 with capabilities to configure Nx64 channels (where N = 1 to 24); and
  - 7.2.2.9 Loops adhering to Bellcore TR-NWT-08 and TR-NWT-303 specifications to interconnect Digital Loop Carriers.

- 7.2.2.10 BellSouth shall provide access to the following but not limited to:
- 7.2.2.11 SS7 Signaling Network or Multi-Frequency trunking if requested by DIECA;
- 7.2.2.12 Interface to DIECA operator services systems or Operator Services through appropriate trunk interconnections for the system; and
- 7.2.2.13 Interface to DIECA directory assistance services through the DIECA switched network or to Directory Assistance Services through the appropriate trunk interconnections for the system; and 950 access or other DIECA required access to interexchange carriers as requested through appropriate trunk interfaces.

## **8. Transport**

BellSouth agrees to offer access to unbundled transport including Shared Transport, Dedicated Transport, and Tandem Switching pursuant to following terms and conditions and at the rates set forth in Attachment 11.

### **8.1 Definition of Shared Transport**

- 8.1.1 Shared Transport is an interoffice transmission path between BellSouth Network Elements. Where BellSouth Network Elements are connected by intra-office wiring, such wiring is provided as a part of the Network Elements and is not Shared Transport. Shared Transport consists of BellSouth inter-office transport facilities and is unbundled from local switching.

## **8.2 Technical Requirements of Shared Transport**

- 8.2.1 Shared Transport provided on DS1 or VT1.5 circuits, shall, at a minimum, meet the performance, availability, jitter, and delay requirements specified for Central Office to Central Office ("CO to CO") connections in the appropriate industry standards.
- 8.2.2 Shared Transport provided on DS3 circuits, STS-1 circuits, and higher transmission bit rate circuits, Shared Transport shall, at a minimum, meet the performance, availability, jitter, and delay requirements specified for CO to CO connections in the appropriate industry standards.
- 8.2.3 BellSouth shall be responsible for the engineering, provisioning, and maintenance of the underlying equipment and facilities that are used to provide Shared Transport.
- 8.2.4 At a minimum, Shared Transport shall meet all of the requirements set forth in the following technical references (as applicable for the transport technology being used):
  - 8.2.4.1 ANSI T1.101-1994, American National Standard for Telecommunications - Synchronization Interface Standard Performance and Availability;
  - 8.2.4.2 ANSI T1.102-1993, American National Standard for Telecommunications - Digital Hierarchy - Electrical Interfaces;
  - 8.2.4.3 ANSI T1.102.01-199x, American National Standard for Telecommunications - Digital Hierarchy - VT1.5;
  - 8.2.4.4 ANSI T1.105-1995, American National Standard for Telecommunications - Synchronous Optical Network (SONET) - Basic Description including Multiplex Structure, Rates and Formats;
  - 8.2.4.5 ANSI T1.105.01-1995, American National Standard for Telecommunications - Synchronous Optical Network (SONET) - Automatic Protection Switching;
  - 8.2.4.6 ANSI T1.105.02-1995, American National Standard for Telecommunications - Synchronous Optical Network (SONET) - Payload Mappings;
  - 8.2.4.7 ANSI T1.105.03-1994, American National Standard for Telecommunications - Synchronous Optical Network (SONET) - Jitter at Network Interfaces;

- 8.2.4.8 ANSI T1.105.03a-1995, American National Standard for Telecommunications - Synchronous Optical Network (SONET): Jitter at Network Interfaces - DS1 Supplement;
- 8.2.4.9 ANSI T1.105.05-1994, American National Standard for Telecommunications - Synchronous Optical Network (SONET) - Tandem Connection;
- 8.2.4.10 ANSI T1.105.06-199x, American National Standard for Telecommunications - Synchronous Optical Network (SONET) - Physical Layer Specifications;
- 8.2.4.11 ANSI T1.105.07-199x, American National Standard for Telecommunications - Synchronous Optical Network (SONET) - Sub STS-1 Interface Rates and Formats;
- 8.2.4.12 ANSI T1.105.09-199x, American National Standard for Telecommunications - Synchronous Optical Network (SONET) - Network Element Timing and Synchronization;
- 8.2.4.13 ANSI T1.106-1988, American National Standard for Telecommunications - Digital Hierarchy - Optical Interface Specifications (Single Mode);
- 8.2.4.14 ANSI T1.107-1988, American National Standard for Telecommunications - Digital Hierarchy - Formats Specifications;
- 8.2.4.15 ANSI T1.107a-1990 - American National Standard for Telecommunications - Digital Hierarchy - Supplement to Formats Specifications (DS3 Format Applications);
- 8.2.4.16 ANSI T1.107b-1991 - American National Standard for Telecommunications - Digital Hierarchy - Supplement to Formats Specifications;
- 8.2.4.17 ANSI T1.117-1991, American National Standard for Telecommunications - Digital Hierarchy - Optical Interface Specifications (SONET) (Single Mode - Short Reach);
- 8.2.4.18 ANSI T1.403-1989, Carrier to Customer Installation, DS1 Metallic Interface Specification;
- 8.2.4.19 ANSI T1.404-1994, Network-to-Customer Installation - DS3 Metallic Interface Specification;
- 8.2.4.20 ITU Recommendation G.707, Network node interface for the synchronous digital hierarchy (SDH);



- 8.2.4.21 ITU Recommendation G.704, Synchronous frame structures used at 1544, 6312, 2048, 8488 and 44736 kbit/s hierarchical levels;
- 8.2.4.22 Bellcore FR-440 and TR-NWT-000499, Transport Systems Generic Requirements (TSGR): Common Requirements;
- 8.2.4.23 Bellcore GR-820-CORE, Generic Transmission Surveillance: DS1 & DS3 Performance;
- 8.2.4.24 Bellcore GR-253-CORE, Synchronous Optical Network Systems (SONET); Common Generic Criteria;
- 8.2.4.25 Bellcore TR-NWT 000507, Transmission, Section 7, Issue 5 (Bellcore, December 1993). (A module of LSSGR, FR-NWT-000064.);
- 8.2.4.26 Bellcore TR-NWT-000776, Network Interface Description for ISDN Customer Access;
- 8.2.4.27 Bellcore TR-INS-000342, High-Capacity Digital Special Access Service-Transmission Parameter Limits and Interface Combinations, Issue 1 February 1991;
- 8.2.4.28 Bellcore ST-TEC 000052, Telecommunications Transmission Engineering Textbook, Volume 2: Facilities, Third Edition, Issue 1 May 1989;
- 8.2.4.29 Bellcore ST-TEC-000051, Telecommunications Transmission Engineering Textbook Volume 1: Principles, Third Edition. Issue 1 August 1987.

### **8.3 Dedicated Transport**

#### **8.3.1 Definition**

- 8.3.1.1 Dedicated Transport is defined as BellSouth transmission facilities dedicated to a particular customer or carrier that provide telecommunications between wire centers owned by BellSouth or requesting telecommunications carriers, or between switches owned by BellSouth or requesting telecommunications carriers.
- 8.3.1.2 BellSouth shall offer Dedicated Transport in each of the following ways:
  - 8.3.1.2.1 As capacity on a shared facility.
  - 8.3.1.2.2 As a circuit (e.g., DS0, DS1, or DS3; and as they become available OC1 or OC3) dedicated to DIECA.

- 8.3.1.3 When Dedicated Transport is provided as a system it shall include:
- 8.3.1.3.1 Transmission equipment such as multiplexers, line terminating equipment, amplifiers, and regenerators;
- 8.3.1.4 Inter-office transmission facilities such as optical fiber, copper twisted pair, and coaxial cable;

### **8.3.2 Unbundled Local Channel**

- 8.3.2.1 The Unbundled Local Channel is the dedicated transmission path between DIECA's Point of Presence and the BellSouth Serving Wire Center.
- 8.3.2.2 BellSouth currently offers Unbundled Local Channels for switched traffic. Rates for these elements are listed in Attachment 11. For those states that do not contain rates in Attachment 11 for DS1 and DS3 switched Local Channels, the rates in the applicable State Access Tariff will apply as interim rates. When final rates are developed, on or about June of 1999, these interim rates will be subject to true-up, and the parties will amend the Agreement to reflect the new rates.
- 8.3.2.3 BellSouth currently offers Unbundled Local Channels for non-switched traffic at DS1, DS3, OC3, OC12, and OC48 levels at interim rates from the applicable State Access Tariff. When final rates are developed, on or about June of 1999, these interim rates will be subject to true-up, and the parties will amend the Agreement to reflect the new rates.

### **8.3.3 Technical Requirements**

This Section sets forth technical requirements for all Dedicated Transport.

- 8.3.3.1 When BellSouth provides Dedicated Transport as a circuit or a system, the entire designated transmission circuit or system (*e.g.*, DS0, DS1, DS3) shall be dedicated to DIECA designated traffic.
- 8.3.3.2 BellSouth shall offer Dedicated Transport in all technologies that become available including, but not limited to, DS1, DS3, OC1, and OC3 transport systems, SONET (or SDH) Bi-directional Line Switched Rings, SONET (or SDH) Unidirectional Path Switched Rings, and SONET (or SDH) point-to-point transport systems (including linear add-drop systems), at all available transmission bit rates. While SONET Ring facilities are not available in every application, they are typically available in the major metropolitan areas

- 8.3.3.3 For DS1 or VT1.5 circuits, Dedicated Transport shall, at a minimum, meet the performance, availability, jitter, and delay requirements specified for Customer Interface to Central Office ("CI to CO") connections in the appropriate industry standards.
- 8.3.3.4 Where applicable, for DS3 circuits, Dedicated Transport shall, at a minimum, meet the performance, availability, jitter, and delay requirements specified for CI to CO connections in the appropriate industry standards.
- 8.3.3.5 BellSouth shall offer the following interface transmission rates for Dedicated Transport:
- 8.3.3.5.1 DS0 Equivalent;
- 8.3.3.5.2 DS1 (Extended SuperFrame - ESF, D4, and unframed applications shall be provided);
- 8.3.3.5.3 DS3 where applicable (C-bit Parity, M13, and unframed applications shall be provided);
- 8.3.3.5.4 SONET standard interface rates in accordance with ANSI T1.105 and ANSI T1.105.07 and physical interfaces per ANSI T1.106.06 (including referenced interfaces). In particular, VT1.5 based STS-1s will be the interface at an DIECA service node.
- 8.3.3.5.5 SDH Standard interface rates in accordance with International Telecommunications Union (ITU) Recommendation G.707 and Plesiochronous Digital Hierarchy (PDH) rates per ITU Recommendation G.704.
- 8.3.3.6 When Dedicated Transport is provided as a system, BellSouth shall design the system according to DIECA's architectural requirements. This includes, but is not limited to:
1. Facility routing and termination points,
  2. Interface selection among those available on the system,
  3. System provisionable parameters. This does not include specification of the vendor to be used by BellSouth, except where mutually agreed.
- 8.3.4 At a minimum, Dedicated Transport shall meet each of the requirements set forth in the following technical references:
- 8.3.4.1 ANSI T1.231-1993 -American National Standard for Telecommunications - Digital Hierarchy - Layer 1 In-Service Digital Transmission performance monitoring.

- 8.3.4.1.1 ANSI T1.102-1993, American National Standard for Telecommunications - Digital Hierarchy - Electrical Interfaces;
- 8.3.4.1.2 ANSI T1.106-1988, American National Standard for Telecommunications - Digital Hierarchy - Optical Interface Specifications (Single Mode);
- 8.3.4.1.3 ANSI T1.107-1988, American National Standard for Telecommunications - Digital Hierarchy - Formats Specifications;
- 8.3.4.1.4 ANSI T1.107a-1990 - American National Standard for Telecommunications - Digital Hierarchy - Supplement to Formats Specifications (DS3 Format Applications);
- 8.3.4.1.5 ANSI T1.107b-1991 - American National Standard for Telecommunications - Digital Hierarchy - Supplement to Formats Specifications;
- 8.3.4.1.6 Bellcore FR-440 and TR-NWT-000499, Transport Systems Generic Requirements (TSGR): Common Requirements;
- 8.3.4.1.7 Bellcore GR-820-CORE, Generic Transmission Surveillance: DS1 & DS3 Performance;
- 8.3.4.1.8 Bellcore TR-NWT 000507, Transmission, Section 7, Issue 5 (Bellcore, December 1993). (A module of LSSGR, FR-NWT-000064.);
- 8.3.4.1.9 Bellcore TR-INS-000342, High-Capacity Digital Special Access Service-Transmission Parameter Limits and Interface Combinations, Issue 1 February 1991;
- 8.3.4.1.10 Bellcore ST-TEC 000052, Telecommunications Transmission Engineering Textbook, Volume 2: Facilities, Third Edition, Issue I May 1989;
- 8.3.4.1.11 Bellcore ST-TEC-000051, Telecommunications Transmission Engineering Textbook Volume 1: Principles, Third Edition. Issue 1 August 1987;
- 8.3.4.1.12 Nothing in this section shall prevent DIECA from obtaining transport from a third party.

## **8.5 Tandem Switching**

### **8.5.1 Definition**

8.5.1.1 Tandem Switching is the function that establishes a communications path between two switching offices through a third switching office (the tandem switch).

**8.5.2 Technical Requirements**

8.5.2.1 Tandem Switching shall have the same capabilities or equivalent capabilities as those described in Bell Communications Research TR-TSY-000540 Issue 2R2, Tandem Supplement, 6/1/90. The requirements for Tandem Switching include, but are not limited to the following:

8.5.2.1.1 Tandem Switching shall provide signaling to establish a tandem connection;

8.5.2.1.2 Tandem Switching will provide screening as jointly agreed to by DIECA and BellSouth;

8.5.2.1.3 Tandem Switching shall provide Advanced Intelligent Network triggers supporting AIN features where such routing is not available from the originating end office switch, to the extent such Tandem switch has such capability

8.5.2.1.4 Tandem Switching shall provide access to Toll Free number portability database as designated by DIECA;

8.5.2.1.5 Tandem Switching shall provide all trunk interconnections discussed under the "Network Interconnection" section (e.g., SS7, MF, DTMF, DialPulse, PRI-ISDN, DID, and CAMA-ANI (if appropriate for 911));

8.5.2.1.6 Tandem Switching shall provide connectivity to PSAPs where 911 solutions are deployed and the tandem is used for 911; and

8.5.2.1.7 Where appropriate, Tandem Switching shall provide connectivity to transit traffic to and from other carriers.

8.5.2.2 Tandem Switching shall accept connections (including the necessary signaling and trunking interconnections) between end offices, other tandems, IXCs, ICOs, CAPs and CLEC switches.

8.5.2.3 Tandem Switching shall provide local tandeming functionality between two end offices including two offices belonging to different CLEC's (e.g., between a CLEC end office and the end office of another CLEC).

8.5.2.4 Tandem Switching shall preserve CLASS/LASS features and Caller ID as traffic is processed.

- 8.5.2.5 Tandem Switching shall record billable events and send them to the area billing centers designated by DIECA. Tandem Switching will provide recording of all billable events as jointly agreed to by DIECA and BellSouth.
- 8.5.2.6 Upon a reasonable request from DIECA, BellSouth shall perform routine testing and fault isolation on the underlying switch that is providing Tandem Switching and all its interconnections. The results and reports of the testing shall be made immediately available to DIECA.
- 8.5.2.7 BellSouth shall maintain DIECA's trunks and interconnections associated with Tandem Switching at least at parity to its own trunks and interconnections.
- 8.5.2.8 BellSouth shall control congestion points and network abnormalities. All traffic will be restricted in a non discriminatory manner.
- 8.5.2.9 Selective Call Routing through the use of line class codes is not available through the use of tandem switching. Selective Call Routing through the use of line class codes is an end office capability only. Detailed primary and overflow routing plans for all interfaces available within BellSouth switching network shall be mutually agreed to by DIECA and BellSouth.
- 8.5.2.10 Tandem Switching shall process originating toll-free traffic received from DIECA local switch.
- 8.5.2.11 In support of AIN triggers and features, Tandem Switching shall provide SSP capabilities when these capabilities are not available from the Local Switching Network Element, to the extent such Tandem Switch has such capability.

### **8.5.3 Interface Requirements**

- 8.5.3.1 Tandem Switching shall provide interconnection to the E911 PSAP where the underlying Tandem is acting as the E911 Tandem.
- 8.5.3.2 Tandem Switching shall interconnect, with direct trunks, to all carriers with which BellSouth interconnects.
- 8.5.3.3 BellSouth shall provide all signaling necessary to provide Tandem Switching with no loss of feature functionality.
- 8.5.3.4 Tandem Switching shall interconnect with DIECA's switch, using two-way trunks, for traffic that is transiting via BellSouth network to

interLATA or intraLATA carriers. At DIECA's request, Tandem Switching shall record and keep records of traffic for billing.

- 8.5.3.5 Tandem Switching shall provide an alternate final routing pattern for DIECA traffic overflowing from direct end office high usage trunk groups.
- 8.5.4 Tandem Switching shall meet or exceed (i.e., be more favorable to DIECA) each of the requirements for Tandem Switching set forth in the following technical references:
  - 8.5.4.1 Bell Communications Research TR-TSY-000540 Issue 2R2, Tandem Supplement, 6/1/90;
  - 8.5.4.2 GR-905-CORE covering CCSNIS;
  - 8.5.4.3 GR-1429-CORE for call management features; and GR-2863-CORE and BellCore GR-2902-CORE covering CCS AIN interconnection

## **8.6 Unbundled Channelization**

### **8.6.1 Definition**

- 8.6.1.1 Unbundled Channelization (UC), which will be available by the First Quarter of 1999, provides the multiplexing capability that will allow a DS1 (1.544 Mbps) or DS3 (44.736 Mbps) Unbundled Network Element (UNE) or collocation cross-connect to be multiplexed or channelized at a BellSouth central office. This can be accomplished through the use of a stand-alone multiplexer or a digital cross-connect system at the discretion of BellSouth. The CLEC can activate channels all at once or on an as-needed basis once UC has been installed by connecting lower level UNEs via Unbundled Channel Interfaces (UCIs).

## **9. Operator Systems**

BellSouth agrees to offer access to operator systems pursuant to the terms and conditions following and at the rates set forth in Attachment 11.

### **9.1 Definition**

- 9.1.1 Operator Systems is the Network Element that provides operator and automated call handling and billing, special services, customer telephone listings and optional call completion services. The Operator Systems, Network Element provides two types of

functions: Operator Service functions and Directory Assistance Service functions, each of which are described in detail below.

## **9.2 Operator Service**

### **9.2.1 Definition**

9.2.1.1 Operator Service provides: (1) operator handling for call completion (for example, collect, third number billing, and manual credit card calls), (2) operator or automated assistance for billing after the customer has dialed the called number (for example, credit card calls); and (3) special services including but not limited to Busy Line Verification and Emergency Line Interrupt (ELI), Emergency Agency Call, Operator-assisted Directory Assistance, and Rate Quotes.

### **9.2.2 Requirements**

9.2.2.1 When DIECA requests BellSouth to provide Operator Services, the following requirements apply:

9.2.2.1.1 BellSouth shall complete 0+ and 0- dialed local calls.

9.2.2.1.2 BellSouth shall complete 0+ intraLATA toll calls.

9.2.2.1.3 BellSouth shall complete calls that are billed to DIECA customer's calling card that can be validated by BellSouth.

9.2.2.1.4 BellSouth shall complete person-to-person calls.

9.2.2.1.5 BellSouth shall complete collect calls.

9.2.2.1.6 BellSouth shall provide the capability for callers to bill to a third party and complete such calls.

9.2.2.1.7 BellSouth shall complete station-to-station calls.

9.2.2.1.8 BellSouth shall process emergency calls.

9.2.2.1.9 BellSouth shall process Busy Line Verify and Emergency Line Interrupt requests.

9.2.2.1.10 BellSouth shall process emergency call trace, as they do for their Customers prior to the Effective Date. Call must originate from a 911 provider.

9.2.2.1.11 BellSouth shall process operator-assisted directory assistance calls.



- 9.2.2.2 BellSouth shall adhere to equal access requirements, providing DIECA local customers the same IXC access as provided to BellSouth customers.
- 9.2.2.3 BellSouth shall exercise at least the same level of fraud control in providing Operator Service to DIECA that BellSouth provides for its own operator service.
- 9.2.2.4 BellSouth shall perform Billed Number Screening when handling Collect, Person-to-Person, and Billed-to-Third-Party calls.
- 9.2.2.5 BellSouth shall direct customer account and other similar inquiries to the customer service center designated by DIECA.
- 9.2.2.6 BellSouth shall provide a feed of customer call records in "EMI" format to DIECA in accordance with CLECODUF standards specified in Attachment 7.

**9.2.3 Interface Requirements:**

With respect to Operator Services for calls that originate on local switching capability provided by or on behalf of DIECA, the interface requirements shall conform to the then current established system interface specifications for the platform used to provide Operator Service and the interface shall conform to industry standards.

**9.3 Directory Assistance Service**

**9.3.1 Definition**

Directory Assistance Service provides local customer telephone number listings with the option to complete the call at the callers direction separate and distinct from local switching.

**9.3.2 Requirements**

- 9.3.2.1 Directory Assistance Service shall provide up to two listing requests per call. If available and if requested by DIECA's customer, BellSouth shall provide caller-optional directory assistance call completion service at rates contained in Attachment 11 to one of the provided listings, equal to that which BellSouth provides its customers. If not available, DIECA may request such requirement pursuant to the Bona Fide Request Process of Attachment 9.

**9.3.2.2 Directory Assistance Service Updates**

- 9.3.2.2.1 BellSouth shall update customer listings changes daily. These changes include:

- 9.3.2.2.1.1 New customer connections: BellSouth will provide service to DIECA that is equal to the service it provides to itself and its customers;
- 9.3.2.2.1.2 Customer disconnections: BellSouth will provide service to DIECA that is equal to the service it provides to itself and its customers; and
- 9.3.2.2.1.3 Customer address changes: BellSouth will provide service to DIECA that is equal to the service it provides to itself and its customers;
- 9.3.2.3 These updates shall also be provided for non-listed and non-published numbers for use in emergencies.

#### **9.4 Branding for Operator Call Processing and Directory Assistance**

- 9.4.1 The BellSouth Operator Systems Branding Feature Provides a definable announcement to CLEC end users using Directory Assistance/Operator Call Processing prior to placing them in queue or connecting them to an available operator or automated operator system. This feature allows the CLEC to have its calls custom branded with the CLEC name on whose behalf BellSouth is providing Directory Assistance and/or Operator Call Processing.
- 9.4.2 BellSouth offers four services levels of branding to CLEC's ordering Directory Assistance and/or Operator Call Processing.
  - 9.4.2.1 Service Level 1 - BellSouth Branding
  - 9.4.2.2 Service Level 2 - Unbranded
  - 9.4.2.3 Service Level 3 - Custom Branding
  - 9.4.2.4 Service Level 4 - Self Branding (only applicable for Resale or Unbundled Port CLEC's who route to an operator service provider other than BellSouth).
- 9.4.3 Resellers and Unbundled Port CLECS
  - 9.4.3.1 BellSouth Branding is the Default Service Level.
  - 9.4.3.2 Unbranding, Custom Branding, and Self Branding require the CLEC to order selective routing for each originating BellSouth end office identified by the CLEC. Rates for Selective Routing are set forth in Attachment 11.

- 9.4.3.3 Customer Branding and Self Branding require the CLEC to order dedicated trunking from each BellSouth end office identified by the CLEC, to either the BellSouth TOPS or the CLEC Operator Service Provider. Rates for trunks are set forth in applicable BellSouth tariffs.
- 9.4.3.4 Unbranding - Unbranded Directory Assistance and/or Operator Call Processing calls ride common trunk groups provisioned by BellSouth from those end offices identified by the CLEC to the BellSouth TOPS. These calls are routed to "No Announcement."
- 9.4.4 Facilities Based CLECS
  - 9.4.4.1 Unbranding is the Default Service Level.
  - 9.4.4.2 All Service Levels require the CLEC to order dedicated trunking from their end office(s) point of interface to the BellSouth TOPS Switches. Rates for trunks are set forth in applicable BellSouth tariffs.
  - 9.4.4.3 Customized Branding includes charges for the recording of the branding announcement and the loading of the audio units in each TOPS Switch for which the CLEC requires service. The recording and loading charges are non-recurring unless the CLEC elects to change the recorded name or requires access to additional TOPS Switches. Customized Branding is limited to the CLEC name.
- 9.5 Directory Assistance Database Service (DADS)**
  - 9.5.1 BellSouth shall make its Directory Assistance Database Service (DADS) available to DIECA solely for the expressed purpose of providing Directory Assistance type services to DIECA end users. The term "end user" denotes any entity which obtains Directory Assistance type services for its own use from a DADS customer. Directory Assistance type service is defined as Voice Directory Assistance (DA Operator System assisted). DIECA agrees that Directory Assistance Database Service (DADS) will not be used for any purpose which violates federal or state laws, statutes, regulatory orders or tariffs. Except for the permitted users, DIECA agrees not to disclose DADS to others and shall provide due care in providing for the security and confidentiality of DADS. Further, DIECA authorizes the inclusion of DIECA Subscriber listings in the BellSouth Directory Assistance products.
  - 9.5.2 BellSouth shall provide DIECA initially with daily updates which reflect all listing change activity occurring since DIECA's most

recent update via magnetic tape, and subsequently using electronic connectivity such as Network Data Mover to be developed mutually by DIECA and BellSouth. DIECA agrees to assume the costs associated with CONNECT: Direct™ connectivity, which will vary depending upon volume and mileage.

- 9.5.3 BellSouth will require approximately one month after receiving an order to prepare the Base File. BellSouth will provide daily updates which will reflect all listings change activity occurring since CLEC's most recent update. BellSouth shall provide updates to DIECA on a Business, Residence, or combined Business and Residence basis. DIECA agrees that the updates shall be used solely to keep the information current. Delivery of Daily Updates will commence the day after DIECA receives the Base File.
- 9.5.4 BellSouth is authorized to include DIECA Subscriber List Information in its Directory Assistance Database Service (DADS) and its Directory Publishers Database Service (DPDS). Any other use by BellSouth of DIECA Subscriber List Information is not authorized and with the exception of a request for DADS or DPDS, BellSouth shall refer any request for such information to DIECA.
- 9.5.5 Rates for DADS are as set forth in Attachment 11.
- 9.6 Direct Access to Directory Assistance Services
  - 9.6.1 Direct Access to Directory Assistance Service (DADAS) will provide DIECA's directory assistance operators with the ability to search all available BellSouth's subscriber listings using the Directory Assistance Service format. Subscription to DADAS will allow DIECA to utilize its own switch, operator workstations and optional audio subsystems.
  - 9.6.2 BellSouth will provide DADAS from its DA location. DIECA will access the DADAS system via a telephone company provided point of availability. DIECA has the responsibility of providing the physical links required to connect to the point of availability. These facilities may be purchased from the telephone company as rates and charges billed separately from the charges associated with this offering.

- 9.6.3 A specified interface to each DIECA subsystem will be provided by BellSouth. Interconnection between DIECA system and a specified BellSouth location will be pursuant to the use of DIECA owned or DIECA leased facilities and shall be appropriate sized based upon the volume of queries being generated by DIECA.
- 9.6.4 The specifications for the three interfaces necessary for interconnection are available in the following documents:
- 9.6.4.1 DADAS to Subscriber Operator Position System—Northern Telecom Document CSI-2300-07; Universal Gateway/ Position Message Interface Format Specification
- 9.6.4.2 DADAS to Subscriber Switch—Northern Telecom Document Q210-1 Version A107; NTDMS/CCIDAS System Application Protocol; and AT&T Document 250-900-535 Operator Services Position System Listing Service and Application Call Processing Data Link Interface Specification
- 9.6.4.3 DADAS to Audio Subsystem (Optional)—Directory One Call Control to Audio Response Unit system interface specifications are available through Northern Telecom as a licensed access protocol—Northern Telecom Document 355-004424 and Gateway/Interactive Voice subsystem Protocol Specification
- 9.6.5 Rates for DADAS are as set forth in Attachment 11.

## **10. Signaling**

BellSouth agrees to offer access to unbundled signaling and access to BellSouth's signaling databases subject to compatibility testing and at the rates set forth in Attachment 11. BellSouth may provide mediated access to BellSouth signaling systems and databases. Available signaling elements include signaling links, signal transfer points and service control points. Signaling functionality will be available with both A-link and B-link connectivity.

### **10.1 Definition of Signaling Link Transport**

Signaling Link Transport is a set of two or four dedicated 56 Kbps. transmission paths between CLEC-designated Signaling Points of Interconnection (SPOI) that provides appropriate physical diversity.

## **10.2 Technical Requirements**

- 10.2.1 Signaling Link Transport shall consist of full duplex mode 56 kbps transmission paths.
- 10.2.2 Of the various options available, Signaling Link Transport shall perform in the following two ways:
  - 10.2.2.1 As an "A-link" which is a connection between a switch or SCP and a home Signaling Transfer Point Switch (STPS) pair; and
  - 10.2.2.2 As a "B-link" which is a connection between two STPS pairs in different company networks (e.g., between two STPS pairs for two Competitive Local Exchange Carriers (CLECs)).
- 10.2.3 Signaling Link Transport shall consist of two or more signaling link layers as follows:
  - 10.2.3.1 An A-link layer shall consist of two links.
  - 10.2.3.2 A B-link layer shall consist of four links.
- 10.2.4 A signaling link layer shall satisfy a performance objective such that:
  - 10.2.4.1 There shall be no more than two minutes down time per year for an A-link layer; and
  - 10.2.4.2 There shall be negligible (less than 2 seconds) down time per year for a B-link layer.
- 10.2.5 A signaling link layer shall satisfy interoffice and intraoffice diversity of facilities and equipment, such that:
  - 10.2.5.1 No single failure of facilities or equipment causes the failure of both links in an A-link layer (i.e., the links should be provided on a minimum of two separate physical paths end-to-end); and
  - 10.2.5.2 No two concurrent failures of facilities or equipment shall cause the failure of all four links in a B-link layer (i.e., the links should be provided on a minimum of three separate physical paths end-to-end).

### **10.3 Interface Requirements**

10.3.1 There shall be a DS1 (1.544 Mbps) interface at the DIECA-designated SPOIs. Each 56 kbps transmission path shall appear as a DS0 channel within the DS1 interface.

## **11. Signaling Transfer Points (STPs)**

### **11.1 Definition**

Signaling Transfer Points is a signaling network function that includes all of the capabilities provided by the signaling transfer point switches (STPSs) and their associated signaling links which enable the exchange of SS7 messages among and between switching elements, database elements and signaling transfer point switches

### **11.2 Technical Requirements**

11.2.1 STPs shall provide access to Network Elements connected to BellSouth SS7 network. These include:

11.2.1.1 BellSouth Local Switching or Tandem Switching;

11.2.1.2 BellSouth Service Control Points/DataBases;

11.2.1.3 Third-party local or tandem switching

11.2.1.4 Third-party-provided STPs.

11.2.2 The connectivity provided by STPs shall fully support the functions of all other Network Elements connected to BellSouth SS7 network. This explicitly includes the use of BellSouth SS7 network to convey messages which neither originate nor terminate at a signaling end point directly connected to BellSouth SS7 network (*i.e.*, transient messages). When BellSouth SS7 network is used to convey transient messages, there shall be no alteration of the Integrated Services Digital Network User Part (ISDNUP) or Transaction Capabilities Application Part (TCAP) user data that constitutes the content of the message.

11.2.3 If a BellSouth tandem switch routes calling traffic, based on dialed or translated digits, on SS7 trunks between an DIECA local switch and third party local switch, BellSouth SS7 network shall convey the TCAP messages that are necessary to provide Call Management features (Automatic Callback, Automatic Recall, and Screening List

Editing) between DIECA local STPSs and the STPSs that provide connectivity with the third party local switch, even if the third party local switch is not directly connected to BellSouth STPSs.

- 11.2.4 STPs shall provide all functions of the MTP as defined in Bellcore ANSI Interconnection Requirements. This includes:
  - 11.2.4.1 Signaling Data Link functions, as defined in Bellcore ANSI Interconnection Requirements,
  - 11.2.4.2 Signaling Link functions, as defined in Bellcore ANSI Interconnection Requirements, and
  - 11.2.4.3 Signaling Network Management functions, as defined in Bellcore ANSI Interconnection Requirements.
- 11.2.5 STPs shall provide all functions of the SCCP necessary for Class 0 (basic connectionless) service, as defined in Bellcore ANSI Interconnection Requirements. In particular, this includes Global Title Translation (GTT) and SCCP Management procedures, as specified in T1.112.4. In cases where the destination signaling point is a DIECA or third party local or tandem switching system directly connected to BellSouth SS7 network, BellSouth shall perform final GTT of messages to the destination and SCCP Subsystem Management of the destination. In all other cases, BellSouth shall perform intermediate GTT of messages to a gateway pair of STPSs in an SS7 network connected with BellSouth SS7 network, and shall not perform SCCP Subsystem Management of the destination. If BellSouth performs final GTT to a DIECA database, then DIECA agrees to provide BellSouth with the Destination Point Code for the DIECA database.
- 11.2.6 STPs shall provide on a non-discriminatory basis all functions of the OMAP commonly provided by STPs, as specified in the reference in Section 10.4.5 of this Attachment. All OMAP functions will be on a "where available" basis and can include:
  - 11.2.6.1 MTP Routing Verification Test (MRVT) and
  - 11.2.6.2 SCCP Routing Verification Test (SRVT).
- 11.2.7 In cases where the destination signaling point is a BellSouth local or tandem switching system or database, or is an DIECA or third party local or tandem switching system directly connected to the BellSouth SS7 network, STPs shall perform MRVT and SRVT to the destination signaling point. In all other cases, STPs shall perform MRVT and SRVT to a gateway pair of STPSs in an SS7



network connected with the BellSouth SS7 network. This requirement shall be superseded by the specifications for Internetwork MRVT and SRVT if and when these become approved ANSI standards and available capabilities of BellSouth STPSs, and if mutually agreed upon by DIECA and BellSouth.

11.2.8 STPs shall be on parity with BellSouth.

**11.2.9 SS7 Advanced Intelligent Network (AIN) Access**

11.2.9.1 When technically feasible and upon request by DIECA, SS7 Access shall be made available in association with unbundled switching. SS7 AIN Access is the provisioning of AIN 0.1 triggers in an equipped BellSouth local switch and interconnection of the BellSouth SS7 network with the DIECA SS7 network to exchange TCAP queries and responses with an DIECA SCP.

11.2.9.2 SS7 AIN Access shall provide DIECA SCP access to BellSouth local switch in association with unbundled switching via interconnection of BellSouth SS7 and DIECA SS7 Networks. BellSouth shall offer SS7 access through its STPs. If BellSouth requires a mediation device on any part of its network specific to this form of access, BellSouth must route its messages in the same manner. The interconnection arrangement shall result in the BellSouth local switch recognizing the DIECA SCP as at least at parity with BellSouth's SCP's in terms of interfaces, performance and capabilities.

**11.3 Interface Requirements**

11.3.1 BellSouth shall provide the following STPs options to connect DIECA or DIECA-designated local switching systems or STPSs to BellSouth SS7 network:

11.3.1.1 An A-link interface from DIECA local switching systems; and,

11.3.1.2 A B-link interface from DIECA local STPs.

11.3.2 Each type of interface shall be provided by one or more sets (layers) of signaling links.

11.3.3 The Signaling Point of Interconnection (SPOI) for each link shall be located at a cross-connect element, such as a DSX-1, in the Central Office (CO) where BellSouth STPS is located. There shall be a DS1 or higher rate transport interface at each of the SPOIs. Each signaling link shall appear as a DS0 channel within the DS1

or higher rate interface. BellSouth shall offer higher rate DS1 signaling for interconnecting DIECA local switching systems or STPSs with BellSouth STPSs as soon as these become approved ANSI standards and available capabilities of BellSouth STPSs. BellSouth and DIECA will work jointly to establish mutually acceptable SPOIs.

11.3.4 BellSouth CO shall provide intraoffice diversity between the SPOIs and BellSouth STPS, so that no single failure of intraoffice facilities or equipment shall cause the failure of both B-links in a layer connecting to a BellSouth STPS. BellSouth and DIECA will work jointly to establish mutually acceptable SPOIs.

11.3.5 BellSouth shall provide MTP and SCCP protocol interfaces that shall conform to all sections relevant to the MTP or SCCP in the following specifications:

11.3.5.1 Bellcore GR-905-CORE, Common Channel Signaling Network Interface Specification (CCSNIS) Supporting Network Interconnection, Message Transfer Part (MTP), and Integrated Services Digital Network User Part (ISDNUP);

11.3.5.2 Bellcore GR-1432-CORE, CCS Network Interface Specification (CCSNIS) Supporting Signaling Connection Control Part (SCCP) and Transaction Capabilities Application Part (TCAP).

### **11.3.6 Message Screening**

11.3.6.1 BellSouth shall set message screening parameters so as to accept valid messages from DIECA local or tandem switching systems destined to any signaling point within BellSouth's SS7 network where the DIECA switching system has a legitimate signaling relation.

11.3.6.2 BellSouth shall set message screening parameters so as to pass valid messages from DIECA local or tandem switching systems destined to any signaling point or network accessed through BellSouth's SS7 network where the DIECA switching system has a legitimate signaling relation.

11.3.6.3 BellSouth shall set message screening parameters so as to accept and pass/send valid messages destined to and from DIECA from any signaling point or network interconnected through BellSouth's SS7 network where the DIECA SCP has a legitimate signaling relation.

- 11.4 STPs shall be equal to or better than all of the requirements for STPs set forth in the following technical references:
- 11.4.1 ANSI T1.111-1992 American National Standard for Telecommunications - Signaling System Number 7 (SS7) - Message Transfer Part (MTP);
- 11.4.2 ANSI T1.111A-1994 American National Standard for Telecommunications - Signaling System Number 7 (SS7) - Message Transfer Part (MTP) Supplement;
- 11.4.3 ANSI T1.112-1992 American National Standard for Telecommunications - Signaling System Number 7 (SS7) - Signaling Connection Control Part (SCCP);
- 11.4.4 ANSI T1.115-1990 American National Standard for Telecommunications - Signaling System Number 7 (SS7) - Monitoring and Measurements for Networks;
- 11.4.5 ANSI T1.116-1990 American National Standard for Telecommunications - Signaling System Number 7 (SS7) - Operations, Maintenance and Administration Part (OMAP);
- 11.4.6 ANSI T1.118-1992 American National Standard for Telecommunications - Signaling System Number 7 (SS7) - Intermediate Signaling Network Identification (ISNI);
- 11.4.7 Bellcore GR-905-CORE, Common Channel Signaling Network Interface Specification (CCSNIS) Supporting Network Interconnection, Message Transfer Part (MTP), and Integrated Services Digital Network User Part (ISDNUP); and
- 11.4.8 Bellcore GR-1432-CORE, CCS Network Interface Specification (CCSNIS) Supporting Signaling Connection Control Part (SCCP) and Transaction Capabilities Application Part (TCAP).

## **12. Service Control Points/DataBases**

### **12.1 Definition**

- 12.1.1 Databases are the Network Elements that provide the functionality for storage of, access to, and manipulation of information required to offer a particular service and/or capability. Databases include, but are not limited to: Local Number Portability, LIDB, Toll Free Number Database, Automatic Location Identification/Data

Management System, Calling Name Database, access to Service Creation Environment and Service Management System (SCE/SMS) application databases and Directory Assistance.

12.1.2 A Service Control Point (SCP) is a specific type of Database functionality deployed in a Signaling System 7 (SS7) network that executes service application logic in response to SS7 queries sent to it by a switching system also connected to the SS7 network. Service Management Systems provide operational interfaces to allow for provisioning, administration and maintenance of subscriber data and service application data stored in SCPs.

## **12.2 Technical Requirements for SCPs/Databases**

Requirements for SCPs/Databases within this section address storage of information, access to information (e.g. signaling protocols, response times), and administration of information (e.g., provisioning, administration, and maintenance). All SCPs/Databases shall be provided to DIECA in accordance with the following requirements.

12.2.1 BellSouth shall provide physical access to SCPs through the SS7 network and protocols with TCAP as the application layer protocol.

12.2.2 BellSouth shall provide physical interconnection to databases via industry standard interfaces and protocols (e.g. SS7, ISDN and X.25).

12.2.3 The reliability of interconnection options shall be consistent with requirements for diversity and survivability.

### **12.2.4 Database Availability**

Call processing databases shall have a maximum unscheduled availability of 30 minutes per year. Unavailability due to software and hardware upgrades shall be scheduled during minimal usage periods and only be undertaken upon proper notification to providers which might be impacted. Any downtime associated with the provision of call processing related databases will impact all service providers, including BellSouth, equally.

12.2.5 The operational interface provided by BellSouth shall complete Database transactions (i.e., add, modify, delete) for DIECA customer records stored in BellSouth databases within 3 days, or sooner where BellSouth provisions its own customer records within a shorter interval.

### 12.3 LOCAL NUMBER PORTABILITY DATABASE

#### 12.3.1 **Definition**

The Permanent Number Portability (PNP) database supplies routing numbers for calls involving numbers that have been ported from one local service provider to another. PNP is currently being worked in industry forums. The results of these forums will dictate the industry direction of PNP. BellSouth agrees to provide access to the PNP database at rates, terms and conditions as set forth by BellSouth and in accordance with an effective FCC or Commission directive.

#### 12.4 **Line Information Database (LIDB):**

BellSouth will store in its LIDB only records relating to service in the BellSouth region.

##### 12.4.1 **Definition**

The Line Information Database (LIDB) is a transaction-oriented database accessible through Common Channel Signaling (CCS) networks. It contains records associated with customer Line Numbers and Special Billing Numbers. LIDB accepts queries from other Network Elements and provides appropriate responses. The query originator need not be the owner of LIDB data. LIDB queries include functions such as screening billed numbers that provides the ability to accept Collect or Third Number Billing calls and validation of Telephone Line Number based non-proprietary calling cards. The interface for the LIDB functionality is the interface between BellSouth CCS network and other CCS networks. LIDB also interfaces to administrative systems.

##### 12.4.2 **Technical Requirements:**

BellSouth will offer to DIECA any additional capabilities that are developed for LIDB during the life of this Agreement.

12.4.2.1 Prior to the availability of a long-term solution for Local Number Portability, BellSouth shall enable DIECA to store in BellSouth's LIDB any customer Line Number or Special Billing Number record, whether ported or not, for which the non-DIECA dedicated NPA-NXX or RAO-0/1XX Group is supported by that LIDB, except for numbers ported from a third party local services provider.

- 12.4.2.2 Prior to the availability of a long-term solution for Local Number Portability, BellSouth shall enable DIECA to store in BellSouth's LIDB any customer Line Number or Special Billing Number record, whether ported or not, and DIECA dedicated NPA-NXX or RAO-0/1XX Group Records, except for numbers ported from a third party local services provider.
- 12.4.2.3 Subsequent to the availability of a long-term solution for Local Number Portability, BellSouth shall enable DIECA to store in BellSouth's LIDB any customer Line Number or Special Billing Number record, whether ported or not, regardless of the number's dedicated NPA-NXX or RAO[NXX]-0/1XX., except for numbers ported from a third party local services provider.
- 12.4.2.4 BellSouth shall perform the following LIDB functions (i.e., processing of the following query types as defined in the technical reference in Section 13.8.5 of this Attachment) for DIECA's customer records in LIDB:
  - 12.4.2.4.1 Billed Number Screening (provides information such as whether the Billed Number may accept Collect or Third Number Billing calls); and
  - 12.4.2.4.2 Calling Card Validation: If DIECA chooses to offer Tel Line Number TLN and/or Special Billing Number (SBN credit cards, calling card validation will be supported for DIECA customer data in the LIDB.
- 12.4.2.5 BellSouth shall process DIECA's Customer records in LIDB at least at parity with BellSouth customer records, with respect to other LIDB functions. BellSouth shall indicate to DIECA what additional functions (if any) are performed by LIDB in the BellSouth network.
- 12.4.2.6 Within two (2) weeks after a request by DIECA, BellSouth shall provide DIECA with a list of the customer data items which DIECA would have to provide in order to support each required LIDB function. The list shall indicate which data items are essential to LIDB function, and which are required only to support certain services. For each data item, the list shall show the data formats, the acceptable values of the data item and the meaning of those values.
- 12.4.2.7 BellSouth shall provide LIDB systems for which operating deficiencies that would result in calls being blocked, shall not exceed 30 minutes per year.

- 12.4.2.8 BellSouth shall provide LIDB systems for which operating deficiencies that would not result in calls being blocked shall not exceed 12 hours per year.
- 12.4.2.9 BellSouth shall provide LIDB systems for which the LIDB function shall be in overload no more than 12 hours per year.
- 12.4.2.10 BellSouth shall provide DIECA with the capability to provision (e.g., to add, update, and delete) NPA-NXX and RAO-0/1XX Group Records, and Line Number and Special Billing Number Records, associated with DIECA customers, directly into the BellSouth's LIDB provisioning process. The capability to provision (e.g., to add, update, and delete) NPA-NXX and RAO-01/1XX Group records, and Line Number and Special Billing Number Records, associated with DIECA customers will be provided by BellSouth's DBAC. Direct access into BellSouth's LIDB process is not currently available. Once Direct access becomes available with the appropriate security measures, BellSouth will offer such access to DIECA. In the interim, BellSouth will provide access by electronic mail, facsimile or password-protected phone call (applicable to Group level NPA-NXX and RAO-01/1XX, updated within the same day if notification to BellSouth is received by 1:00 PM central time).
- 12.4.2.11 BellSouth shall maintain customer data (for line numbers, card numbers, and for any other types of data maintained in LIDB) so that such customers shall not experience any interruption of service due to the lack of such maintenance of customer data. In the event that end user customers change their local services provider, BellSouth will use its best efforts to minimize service interruption in those situations where BellSouth has control over additions and deletions to the database as the LIDB provider.
- 12.4.2.12 All additions, updates and deletions of DIECA data to the LIDB shall be solely at the direction of DIECA. Such direction from DIECA will not be required where the addition, update or deletion is necessary to perform standard fraud control measures (e.g., calling card auto-deactivation).
- 12.4.2.13 BellSouth shall provide priority updates to LIDB for DIECA data upon DIECA's request (e.g., to support fraud detection), via password-protected telephone card, facsimile, or electronic mail within one hour of notice from the established BellSouth contact.
- 12.4.2.14 BellSouth shall provide DIECA with the capability to directly obtain, through an electronic interface, reports of all DIECA data in LIDB. Such capability will be through the data migration format (FCIF

Interface) that can be used to electronically obtain reports of DIECA data in LIDB.

- 12.4.2.15 BellSouth shall provide LIDB systems such that no more than 0.01% of DIECA customer records will be missing from LIDB, as measured by DIECA audits. BellSouth will audit DIECA records in LIDB against DBAS to identify record mismatches and provide this data to a designated DIECA contact person to resolve the status of the records and BellSouth will update system appropriately. BellSouth will refer record of mis-matches to DIECA within one business day of audit. Once reconciled records are received back from DIECA, BellSouth will update LIDB the same business day if less than 500 records are received before 1:00PM Central Time. If more than 500 records are received, BellSouth will contact DIECA to negotiate a time frame for the updates, not to exceed three business days.
- 12.4.2.16 BellSouth shall perform backup and recovery of all of DIECA's data in LIDB including sending to LIDB all changes made since the date of the most recent backup copy, in at least the same time frame BellSouth performs backup and recovery of BellSouth data in LIDB for itself. Currently, BellSouth performs backups of the LIDB for itself on a weekly basis and when a new software release is scheduled, a backup is performed prior to loading the new release.
- 12.4.2.17 BellSouth shall provide to DIECA access to LIDB measurements and reports at least at parity with the capability that BellSouth has for its own customer records and that BellSouth provides to any other party. Electronic access shall be offered to DIECA when it becomes available. Currently, BellSouth provides the following information from the Billing Measurements System summarized by Data Owner/Query Originator:
- Calling Card Queries
  - Billed Number Screening Queries
  - Calling Card Successful
  - Calling Card Denied
  - Calling Card CCAN Service Denied
  - Calling Card Pin Match Field
  - Calling Card Record Not Found
  - Billed Number Screening Successful
  - Billed Number Screening Not Found
  - Group Not Found
  - BNS/C Processing Indicator Not Enabled
  - Group Status/Nonparticipating



As additional LIDB measurements and reports become available, such measurements and reports also will be provided to DIECA.

- 12.4.2.18 BellSouth shall provide DIECA with LIDB reports of data which are missing or contain errors, as well as any misroute errors, within a reason time period as negotiated between DIECA and BellSouth.
- 12.4.2.19 BellSouth shall prevent any access to or use of DIECA data in LIDB by BellSouth personnel that are outside of established administrative and fraud control personnel, or by any other party that is not authorized by DIECA in writing.
- 12.4.2.20 BellSouth shall provide DIECA performance of the LIDB Data Screening function, which allows a LIDB to completely or partially deny specific query originators access to LIDB data owned by specific data owners, for Customer Data that is part of an NPA-NXX or RAO-0/1XX wholly or partially owned by DIECA at least at parity with BellSouth Customer Data. BellSouth shall obtain from DIECA the screening information associated with LIDB Data Screening of DIECA data in accordance with this requirement. BellSouth currently does not have LIDB Data Screening capabilities. When such capability is available, BellSouth shall offer it to DIECA under the Bona Fide Request process of Attachment 9.
- 12.4.2.21 BellSouth shall accept queries to LIDB associated with DIECA customer records, and shall return responses in accordance with industry standards.
- 12.4.2.22 BellSouth shall provide mean processing time at the LIDB within 0.50 seconds under normal conditions as defined in industry standards.
- 12.4.2.23 BellSouth shall provide processing time at the LIDB within 1 second for 99% of all messages under normal conditions as defined in industry standards.
- 12.4.2.24 BellSouth shall provide 99.9 % of all LIDB queries in a round trip within 2 seconds as defined in industry standards.

### **12.4.3 Interface Requirements**

BellSouth shall offer LIDB in accordance with the requirements of this subsection.

- 12.4.3.1 The interface to LIDB shall be in accordance with the technical references contained within.
- 12.4.3.2 The CCS interface to LIDB shall be the standard interface described herein.

- 12.4.3.3 The LIDB Data Base interpretation of the ANSI-TCAP messages shall comply with the technical reference herein. Global Title Translation shall be maintained in the signaling network in order to support signaling network routing to the LIDB.

## **12.5 Toll Free Number Database**

The Toll Free Number Database is a SCP that provides functionality necessary for toll free (e.g., 800 and 888) number services by providing routing information and additional so-called vertical features during call set-up in response to queries from SSPs. BellSouth shall provide the Toll Free Number Database in accordance with the following:

### **12.5.1 Technical Requirements**

- 12.5.1.1 BellSouth shall make BellSouth Toll Free Number Database available for DIECA to query with a toll-free number and originating information.
- 12.5.1.2 The Toll Free Number Database shall return carrier identification and, where applicable, the queried toll free number, translated numbers and instructions as it would in response to a query from a BellSouth switch.
- 12.5.1.3 The SCP shall also provide, at DIECA's option, such additional feature as described in SR-TSV-002275 (BOC Notes on BellSouth Networks, SR-TSV-002275, Issue 2, (Bellcore, April 1994)) as are available to BellSouth. These may include but are not limited to:
- 12.5.1.3.1 Network Management;
  - 12.5.1.3.2 Customer Sample Collection; and
  - 12.5.1.3.3 Service Maintenance

## **12.6 Automatic Location Identification/Data Management System (ALI/DMS)**

The ALI/DMS Database contains customer information (including name, address, telephone information, and sometimes special information from the local service provider or customer) used to determine to which Public Safety Answering Point (PSAP) to route the call. The ALI/DMS database is used to provide more routing flexibility for E911 calls than Basic 911. BellSouth shall provide the Emergency Services Database in accordance with the following:

## **12.6.1 Technical Requirements**

- 12.6.1.1 BellSouth shall offer DIECA a data link to the ALI/DMS database or permit DIECA to provide its own data link to the ALI/DMS database. BellSouth shall provide error reports from the ALI/DMS database to DIECA immediately after DIECA inputs information into the ALI/DMS database. Alternately, DIECA may utilize BellSouth, to enter customer information into the data base on a demand basis, and validate customer information on a demand basis.
- 12.6.1.2 The ALI/DMS database shall contain the following customer information:
- 12.6.1.2.1 Name;
  - 12.6.1.2.2 Address;
  - 12.6.1.2.3 Telephone number; and
  - 12.6.1.2.4 Other information as appropriate (e.g., whether a customer is blind or deaf or has another disability).
- 12.6.1.3 When the BellSouth is responsible for administering the ALI/DMS database in its entirety, ported number NXXs entries for the ported numbers should be maintained unless DIECA requests otherwise and shall be updated if DIECA requests, provided DIECA supplies BellSouth with the updates.
- 12.6.1.4 When Remote Call Forwarding (RCF) is used to provide number portability to the local customer and a remark or other appropriate field information is available in the database, the shadow or "forwarded-to" number and an indication that the number is ported shall be added to the customer record.
- 12.6.1.5 If BellSouth is responsible for configuring PSAP features (for cases when the PSAP or BellSouth supports an ISDN interface) it shall ensure that CLASS Automatic Recall (Call Return) is not used to call back to the ported number. Although BellSouth currently does not have ISDN interface, BellSouth agrees to comply with this requirement once ISDN interfaces are in place.

## **12.6.2 Interface Requirements**

The interface between the E911 Switch or Tandem and the ALI/DMS database for DIECA customers shall meet industry standards.

## 12.7

### **Directory Assistance Database**

BellSouth shall make its directory assistance database available to DIECA in order to allow DIECA to provide its customers with the same directory assistance telecommunications services BellSouth provides to BellSouth customers. BellSouth shall provide DIECA with an initial feed via magnetic tape and daily update initially via magnetic tape and subsequently via an electronic gateway to be developed mutually by DIECA and BellSouth of customer address and number changes. Directory Assistance Services must provide both the ported and DIECA telephone numbers to the extent available in BellSouth's database assigned to a customer. Privacy indicators must be properly identified to assure the non-published numbers are accurately identified.

- 12.8 Calling Name Database. BellSouth shall make available its calling name database at rates, terms and conditions contained in BellSouth's calling name database Agreement.
- 12.9 SCPs/Databases shall be equal to or better than all of the requirements for SCPs/Databases set forth in the following technical references:
  - 12.9.1 GR-246-CORE, Bell Communications Research Specification of Signaling System Number 7, ISSUE 1 (Bellcore, December 1999);
  - 12.9.2 GR-1432-CORE, CCS Network Interface Specification (CCSNIS) Supporting Signaling Connection Control Part (SCCP) and Transaction Capabilities Application Part (TCAP). (Bellcore, March 1994);
  - 12.9.3 GR-954-CORE, CCS Network Interface Specification (CCSNIS) Supporting Line Information Database (LIDB) Service 6, Issue 1, Rev. 1 (Bellcore, October 1995);
  - 12.9.4 GR-1149-CORE, OSSGR Section 10: System Interfaces, Issue 1 (Bellcore, October 1995) (Replaces TR-NWT-001149);
  - 12.9.5 BellCore GR-1158-CORE, OSSGR Section 22.3: Line Information Database 6, Issue (Bellcore, October 1995);
  - 12.9.6 BellCore GR-1428-CORE, CCS Network Interface Specification (CCSNIS) Supporting Toll Free Service (Bellcore, May 1995); and
  - 12.9.7 BOC Notes on BellSouth Networks, SR-TSV-002275, ISSUE 2, (Bellcore, April 1994).
- 12.10 Service Creation Environment and Service Management System (SCE/SMS) Advanced Intelligent Network (AIN) Access
  - 12.10.1 BellSouth's Service Creation Environment and Service Management System (SCE/SMS) Advanced Intelligent Network (AIN) Access shall provide DIECA the capability that will allow DIECA and other third parties to create service applications in a BellSouth Service Creation Environment and deploy those applications in a BellSouth SMS to a BellSouth SCP. The third party service applications interact with AIN triggers provisioned on a BellSouth SSP.
  - 12.10.2 BellSouth's SCE/SMS AIN Access shall provide access to SCE hardware, software, testing and technical support (e.g., help desk,

system administrator) resources available to DIECA. Scheduling procedures shall provide DIECA equivalent priority to these resources

- 12.10.3 BellSouth SCP shall partition and protect DIECA service logic and data from unauthorized access, execution or other types of compromise.
- 12.10.4 When DIECA selects SCE/SMS AIN Access, BellSouth shall provide training, documentation, and technical support to enable DIECA to use BellSouth's SCE/SMS AIN Access to create and administer applications. Training, documentation, and technical support will address use of SCE and SMS access and administrative functions, but will not include support for the creation of a specific service application.
- 12.10.5 When DIECA selects SCE/SMS AIN Access, BellSouth shall provide for a secure, controlled access environment in association with its internal use of AIN components. DIECA access will be provided via remote data connection (e.g., dial-in, ISDN).
- 12.10.6 When DIECA selects SCE/SMS AIN Access, BellSouth shall allow DIECA to download data forms and/or tables to BellSouth SCP via BellSouth SMS without intervention from BellSouth (e.g., service customization and customer subscription).

### **13. DARK FIBER**

- 13.1 BellSouth agrees to offer access to Dark Fiber where the state commissions have required such access pursuant to the terms and conditions following and at the rates set forth in Attachment 11. The parties agree that Dark Fiber will be used in the provisioning of local digital service.

- 13.1.1 Dark Fiber is unused strands of optical fiber. It may be strands of optical fiber existing in aerial or underground structure. No line terminating elements terminated to such strands to operationalize its transmission capabilities will be available. No regeneration or optical amplification will be included with this element.

### **13.2 Requirements**

- 13.2.1 BellSouth shall make available Dark Fiber where it exists in BellSouth's network and where, as a result of future building or deployment, it becomes available. BellSouth shall offer all Dark

Fiber to DIECA pursuant to the prices set forth in Attachment 11 of this Agreement.

DIECA may test the quality of the Dark Fiber to confirm its usability and performance specifications.

13.2.3 BellSouth shall use its best efforts to provide to DIECA information regarding the location, availability and performance of Dark Fiber within ten (10) business days for a records based answer and twenty (20) business days for a field based answer, after receiving a request from DIECA ("Request"). Within such time period, BellSouth shall send written confirmation of availability of the Dark Fiber ("Confirmation").

13.2.4 BellSouth shall use its best efforts to make Dark Fiber available to DIECA within thirty (30) business days after it receives written confirmation from DIECA that the Dark Fiber previously deemed available by BellSouth is wanted for use by DIECA. This includes identification of appropriate connection points (e.g., Light Guide Interconnection (LGX) or splice points) to enable DIECA to connect or splice DIECA provided transmission media (e.g., optical fiber) or equipment to the Dark Fiber.

## **14. SS7 Network Interconnection**

### **14.1.1 Definition**

SS7 Network Interconnection is the interconnection of DIECA local Signaling Transfer Point Switches (STPS) and DIECA local or tandem switching systems with BellSouth STPSs. This interconnection provides connectivity that enables the exchange of SS7 messages among BellSouth switching systems and databases (DBs), DIECA local or tandem switching systems, and other third-party switching systems directly connected to the BellSouth SS7 network.

### **14.1.2 Technical Requirements**

14.1.2.1 SS7 Network Interconnection shall provide connectivity to all components of the BellSouth SS7 network. These include:

14.1.2.1.1 BellSouth local or tandem switching systems;

14.1.2.1.2 BellSouth DBs; and

14.1.2.1.3 Other third-party local or tandem switching systems.

- 14.1.2.2 The connectivity provided by SS7 Network Interconnection shall fully support the functions of BellSouth switching systems and DBs and DIECA or other third-party switching systems with A-link access to the BellSouth SS7 network.
- If traffic is routed based on dialed or translated digits between an DIECA local switching system and a BellSouth or other third-party local switching system, either directly or via a BellSouth tandem switching system, then it is a requirement that the BellSouth SS7 network convey via SS7 Network Interconnection the TCAP messages that are necessary to provide Call Management services (Automatic Callback, Automatic Recall, and Screening List Editing) between the DIECA local STPSs and BellSouth or other third-party local switch.
- 14.1.2.3 When the capability to route messages based on Intermediate Signaling Network Identifier (ISNI) is generally available on BellSouth STPSs, the BellSouth SS7 Network shall also convey TCAP messages using SS7 Network Interconnection in similar circumstances where the BellSouth switch routes traffic based on a Carrier Identification Code (CIC).
- 14.1.2.4 SS7 Network Interconnection shall provide all functions of the MTP as specified in ANSI T1.111. This includes:
- 14.1.2.4.1 Signaling Data Link functions, as specified in ANSI T1.111.2;
- 14.1.2.4.2 Signaling Link functions, as specified in ANSI T1.111.3; and
- 14.1.2.4.3 Signaling Network Management functions, as specified in ANSI T1.111.4.
- 14.1.2.5 SS7 Network Interconnection shall provide all functions of the SCCP necessary for Class 0 (basic connectionless) service, as specified in ANSI T1.112. In particular, this includes Global Title Translation (GTT) and SCCP Management procedures, as specified in T1.112.4. Where the destination signaling point is a BellSouth switching system or DB, or is another third-party local or tandem switching system directly connected to the BellSouth SS7 network, SS7 Network Interconnection shall include final GTT of messages to the destination and SCCP Subsystem Management of the destination. Where the destination signaling point is an DIECA local or tandem switching system, SS7 Network Interconnection shall include intermediate GTT of messages to a gateway pair of DIECA local STPSs, and shall not include SCCP Subsystem Management of the destination.



- 14.1.2.6 SS7 Network Interconnection shall provide all functions of the Integrated Services Digital Network User Part (ISDNUP), as specified in ANSI T1.113.
- 14.1.2.7 SS7 Network Interconnection shall provide all functions of the TCAP, as specified in ANSI T1.114.
- 14.1.2.8 If and when Internetwork MTP Routing Verification Test (MRVT) and SCCP Routing Verification Test (SRVT) become approved ANSI standards and available capabilities of BellSouth STPSs, SS7 Network Interconnection shall provide these functions of the OMAP.
- 14.1.2.9 SS7 Network Interconnection shall be equal to or better than the following performance requirements:
  - 14.1.2.9.1 MTP Performance, as specified in ANSI T1.111.6;
  - 14.1.2.9.2 SCCP Performance, as specified in ANSI T1.112.5; and
  - 14.1.2.9.3 ISDNUP Performance, as specified in ANSI T1.113.5.

**14.1.3 Interface Requirements**

- 14.1.3.1 BellSouth shall offer the following SS7 Network Interconnection options to connect DIECA or DIECA-designated local or tandem switching systems or STPSs to the BellSouth SS7 network:
  - 14.1.3.1.1 A-link interface from DIECA local or tandem switching systems; and
  - 14.1.3.1.2 B-link interface from DIECA STPSs.
- 14.1.3.2 The Signaling Point of Interconnection (SPOI) for each link shall be located at a cross-connect element, such as a DSX-1, in the Central Office (CO) where the BellSouth STPS is located. There shall be a DS1 or higher rate transport interface at each of the SPOIs. Each signaling link shall appear as a DS0 channel within the DS1 or higher rate interface. BellSouth shall offer higher rate DS1 signaling links for interconnecting DIECA local switching systems or STPSs with BellSouth STPSs as soon as these become approved ANSI standards and available capabilities of BellSouth STPSs. BellSouth and DIECA will work jointly to establish mutually acceptable SPOI.
- 14.1.3.3 BellSouth CO shall provide intraoffice diversity between the SPOIs and the BellSouth STPS, so that no single failure of intraoffice facilities or equipment shall cause the failure of both B-links in a layer connecting to a BellSouth STPS. BellSouth and DIECA will work jointly to establish mutually acceptable SPOI.

- 14.1.3.4 The protocol interface requirements for SS7 Network Interconnection include the MTP, ISDNUP, SCCP, and TCAP. These protocol interfaces shall conform to the following specifications:
  - 14.1.3.4.1 Bellcore GR-905-CORE, Common Channel Signaling Network Interface Specification (CCSNIS) Supporting Network Interconnection, Message Transfer Part (MTP), and Integrated Services Digital Network User Part (ISDNUP);
  - 14.1.3.4.2 Bellcore GR-1428-CORE, CCS Network Interface Specification (CCSNIS) Supporting Toll Free Service;
  - 14.1.3.4.3 Bellcore GR-1429-CORE, CCS Network Interface Specification (CCSNIS) Supporting Call Management Services; and
  - 14.1.3.4.4 Bellcore GR-1432-CORE, CCS Network Interface Specification (CCSNIS) Supporting Signaling Connection Control Part (SCCP) and Transaction Capabilities Application Part (TCAP).
- 14.1.3.5 BellSouth shall set message screening parameters to block accept messages from DIECA local or tandem switching systems destined to any signaling point in the BellSouth SS7 network with which the DIECA switching system has a legitimate signaling relation.
- 14.1.4 SS7 NETWORK INTERCONNECTION SHALL BE EQUAL TO OR BETTER THAN ALL OF THE REQUIREMENTS FOR SS7 NETWORK INTERCONNECTION SET FORTH IN THE FOLLOWING TECHNICAL REFERENCES:
  - 14.1.4.1 ANSI T1.110-1992 American National Standard Telecommunications - Signaling System Number 7 (SS7) - General Information;
  - 14.1.4.2 ANSI T1.111-1992 American National Standard for Telecommunications - Signaling System Number 7 (SS7) - Message Transfer Part (MTP);
  - 14.1.4.3 ANSI T1.111A-1994 American National Standard for Telecommunications - Signaling System Number 7 (SS7) - Message Transfer Part (MTP) Supplement;
  - 14.1.4.4 ANSI T1.112-1992 American National Standard for Telecommunications - Signaling System Number 7 (SS7) - Signaling Connection Control Part (SCCP);

- 14.1.4.5 ANSI T1.113-1995 American National Standard for Telecommunications - Signaling System Number 7 (SS7) - Integrated Services Digital Network (ISDN) User Part;
- 14.1.4.6 ANSI T1.114-1992 American National Standard for Telecommunications - Signaling System Number 7 (SS7) - Transaction Capabilities Application Part (TCAP);
- 14.1.4.7 ANSI T1.115-1990 American National Standard for Telecommunications - Signaling System Number 7 (SS7) - Monitoring and Measurements for Networks;
- 14.1.4.8 ANSI T1.116-1990 American National Standard for Telecommunications - Signaling System Number 7 (SS7) - Operations, Maintenance and Administration Part (OMAP);
- 14.1.4.9 ANSI T1.118-1992 American National Standard for Telecommunications - Signaling System Number 7 (SS7) - Intermediate Signaling Network Identification (ISNI);
- 14.1.4.10 Bellcore GR-905-CORE, Common Channel Signaling Network Interface Specification (CCSNIS) Supporting Network Interconnection, Message Transfer Part (MTP), and Integrated Services Digital Network User Part (ISDNUP);
- 14.1.4.11 Bellcore GR-954-CORE, CCS Network Interface Specification (CCSNIS) Supporting Line Information Database (LIDB) Service;
- 14.1.4.12 Bellcore GR-1428-CORE, CCS Network Interface Specification (CCSNIS) Supporting Toll Free Service;
- 14.1.4.13 Bellcore GR-1429-CORE, CCS Network Interface Specification (CCSNIS) Supporting Call Management Services; and,
- 14.1.4.14 Bellcore GR-1432-CORE, CCS Network Interface Specification (CCSNIS) Supporting Signaling Connection Control Part (SCCP) and Transaction Capabilities Application Part (TCAP).

**15. Basic 911 and E911**

If CLEC orders unbundled network elements, then CLEC is also responsible for providing E911 to its end users. BellSouth agrees to offer access to the 911/E911 network pursuant to the following terms and conditions and at the rates set forth in Attachment 11.

## 15.1

### **Definition**

Basic 911 and E911 is an additional requirement that provides a caller access to the applicable emergency service bureau by dialing a 3-digit universal telephone number (911).

## 15.2 Requirements

- 15.2.1 Basic 911 Service Provisioning. For Basic 911 service, BellSouth will provide to DIECA a list consisting of each municipality that subscribes to Basic 911 service. The list will also provide, if known, the E911 conversion date for each municipality and, for network routing purposes, a ten-digit directory number representing the appropriate emergency answering position for each municipality subscribing to 911. DIECA will be required to arrange to accept 911 calls from its end users in municipalities that subscribe to Basic 911 service and translate the 911 call to the appropriate 10-digit directory number as stated on the list provided by BellSouth. DIECA will be required to route that call to BellSouth at the appropriate tandem or end office. When a municipality converts to E911 service, DIECA will be required to discontinue the Basic 911 procedures and being using E911 procedures.
- 15.2.2 E911 Service Provisioning. For E911 service, DIECA will be required to install a minimum of two dedicated trunks originating from the DIECA serving wire center and terminating to the appropriate E911 tandem. The dedicated trunks shall be, at a minimum, DS-0 level trunks configured either as a 2-wire analog interface or as part of a digital (1.544 Mb/s) interface. Either configuration shall use CAMA-type signaling with multifrequency ("MF") pulsing that will deliver automatic number identification ("ANI") with the voice portion of the call. If the user interface is digital, MF pulses, as well as other AC signals, shall be encoded per the u-255 Law convention. DIECA will be required to provide BellSouth daily updates to the E911 database. DIECA will be required to forward 911 calls to the appropriate E911 tandem, along with ANI, based upon the current E911 end office to tandem homing arrangement as provided by BellSouth. If the E911 tandem trunks are not available, DIECA will be required to route the call to a designated 7-digit local number residing in the appropriate Public Service Answering Point ("PSAP"). This call will be transported over BellSouth's interoffice network and will not carry the ANI of the calling party.
- 15.2.3 Rates. Charges for 911/E911 service are borne by the municipality purchasing the service. BellSouth will impose no charge on DIECA beyond applicable charges for BellSouth trunking arrangements.
- 15.2.4 Basic 911 and E911 functions provided to DIECA shall be at least at parity with the support and services that BellSouth provides to its customers for such similar functionality.

15.2.5 Detailed Practices and Procedures. The detailed practices and procedures contained in the E911 Local Exchange Carrier Guide For Facility-Based Providers as amended from time to time during the term of this Agreement will determine the appropriate practices and procedures for BellSouth and DIECA to follow in providing 911/E911 services.

**Attachment 4**

**Physical Collocation**

# BELLSOUTH PHYSICAL COLLOCATION

## 1. SCOPE OF ATTACHMENT

1.1 Right to occupy. BellSouth hereby grants to DIECA a right to occupy that certain area designated by BellSouth within a BellSouth Premises (as defined by the FCC), of a size and dimension and type which is specified by DIECA and agreed to by BellSouth (hereinafter "Collocation Space"). Upon request, BellSouth will design and construct at DIECA's expense and agreed to specifications, a wall or other delineation to establish a clear division between the Collocation Space and other areas of the Central Office dedicated to BellSouth's use.

1.2 Use of space. DIECA shall use the Collocation Space for the purposes of installing, maintaining and operating DIECA's equipment (to include testing and monitoring equipment) which is used to interconnect with telecommunications services and facilities provided by BellSouth. Pursuant to Article III, following, DIECA may place DIECA-owned fiber entrance facilities to the Collocation Space, in which case the arrangement is designated "Expanded Interconnection." Placement of equipment in the Collocation Space without the use of DIECA-owned entrance facilities is designated "Service Interconnection." In addition to, and not in lieu of, interconnection to BellSouth services and facilities, DIECA may connect to other interconnectors within the designated BellSouth Central Office (including to its own virtual or physical collocated arrangements) through facilities designated by DIECA. The Collocation Space may be used for no other purposes except as specifically described herein or authorized in writing by BellSouth.

1.3 No right to sublease. DIECA may not provide or make available space within the collocation space to any third party. Any violation of this provision shall be deemed a material breach of this Agreement.

1.4 Rates and charges. DIECA agrees to pay the rates and charges identified at Exhibit A attached hereto.

1.5 Location of Arrangement. A Collocation Space will be provided to DIECA at each Central Office identified at Exhibit B attached hereto, which Exhibit shall be updated from time to time as additional Central Offices are made subject to the terms of this Agreement. Should BellSouth determine that insufficient space exists in a Central Office to provision collocation space to conform to DIECA's application, such determination shall be subject to the following condition: after notifying DIECA that BellSouth has no available space in a particular Central Office, BellSouth must timely file a petition with the Commission pursuant to 47 U.S.C. §251(C)(6). BellSouth will maintain a waiting list of customers on a first come, first service basis. BellSouth will notify the telecommunications carriers on the waiting list when space becomes available according to how much space becomes available and the position of the telecommunications carrier on said waiting list. BellSouth will post a Carrier Notification letter on BellSouth's Interconnection website as a general notice that space in a Central Office has become available. Upon request BellSouth will advise DIECA as to its position on the list. Notwithstanding the foregoing, should any state regulatory agency



impose a different procedure regarding the assignment of space in a central office where space has been previously unavailable, that procedure shall supersede the requirements set forth herein.

## **2. OCCUPANCY**

2.1 Commencement Date. The "Commencement Date" shall be the day DIECA's equipment becomes operational as described in Article 2.2, following.

2.2 Occupancy. BellSouth will notify DIECA in writing that the Collocation Space is ready for occupancy. DIECA must place operational telecommunications equipment in the Collocation Space and connect with BellSouth's network within one hundred eighty (180) days after receipt of such notice. DIECA must notify BellSouth in writing that collocation equipment installation is complete and is operational with BellSouth's network. If DIECA fails to place operational telecommunications equipment in the Collocation Space within 180 days and such failure continues for a period of thirty (30) days after receipt of written notice from BellSouth, then and in that event DIECA's right to occupy the Collocation Space terminates and BellSouth shall have no further obligations to DIECA with respect to said Collocation Space. Termination of DIECA's rights to the Collocation Space pursuant to this paragraph shall not operate to release DIECA from its obligation to reimburse BellSouth for all costs reasonably incurred by BellSouth in preparing the Collocation Space, but rather such obligation shall survive this Agreement. For purposes of this paragraph, DIECA's telecommunications equipment will be deemed operational when cross-connected to BellSouth's network for the purpose of service provision.

2.3 Termination. DIECA may terminate occupancy in a particular Collocation Space upon thirty (30) days prior written notice to BellSouth. Upon termination of such occupancy, DIECA at its expense shall remove its equipment and other property from the Collocation Space. DIECA shall have thirty (30) days from the termination date to complete such removal; provided, however, that DIECA shall continue payment of monthly fees to BellSouth until such date as DIECA has fully vacated the Collocation Space. Should DIECA fail to vacate the Collocation Space within thirty (30) days from the termination date, BellSouth shall have the right to remove the equipment and other property of DIECA at DIECA's expense and with no liability for damage or injury to DIECA's property unless caused by the gross negligence or intentional misconduct of BellSouth.

## **3. USE OF COLLOCATION SPACE**

3.1 Equipment Type. BellSouth permits the placement of equipment in the Physical Collocation arrangement where such equipment is utilized for the purposes of providing telecommunication services through interconnection or through access to unbundled network elements. Where that equipment can also provide information services, the telecommunications carrier may offer information services through the same arrangement, so long as it is also offering telecommunications services through the same arrangement. BellSouth is not required to provide for collocation of equipment that can only provide enhanced services or information services. In addition, BellSouth will not permit collocation of equipment that will be used only to provide enhanced

services or information services. Further, BellSouth will not accept collocation requests from entities that are not telecommunications carriers.

3.1.1 Such equipment must at a minimum meet the following BellCore Network Equipment Building Systems (NEBS) General Equipment Requirements: Criteria Level 1 requirements as outlined in the Bellcore Special Report SR-3580, Issue 1; equipment design spatial requirements per GR-63-CORE, Section 2; thermal heat dissipation per GR-063-CORE, Section 4, Criteria 77-79; acoustic noise per GR-063-CORE, Section 4, Criterion 128, and National Electric Code standards.

3.1.2 DIECA shall not use the Collocation Space for marketing purposes. DIECA shall place no signs or marking of any kind (except for a plaque or other identification affixed to DIECA's equipment and reasonably necessary to identify DIECA's equipment, and which shall include a list of emergency contacts with telephone numbers), in the area surrounding the Collocation Space or on the grounds of the Central Office housing the Collocation Space.

3.2 Entrance Facilities. DIECA may elect to place DIECA-owned or DIECA-leased entrance facilities into the Collocation Space. BellSouth will designate the point of interconnection in proximity to the central office building housing the Collocation Space, such as an entrance manhole or a cable vault. DIECA will provide and place cable at the point of interconnection of sufficient length to be pulled through conduit and into the splice location.. DIECA will provide a sufficient length of fire retardant riser cable, to which the entrance cable will be spliced, which will extend from the splice location to the DIECA's equipment in the Collocation Space. DIECA must contact BellSouth for instructions prior to placing the entrance facility cable in the manhole. DIECA is responsible for maintenance of the entrance facilities.

3.2.1 Dual entrance will be permitted where capacity exists. Upon receipt of a request for collocation under this Agreement, BellSouth shall provide DIECA with information regarding BellSouth's capacity to accommodate dual entrance facilities. If conduit in the serving manhole(s) is available and is not reserved for another purpose for utilization within 12 months of the receipt of an application for collocation, BellSouth will make the requested conduit space available for installing a second entrance facility to DIECA's arrangement. The location of the serving manhole(s) will be determined at the sole discretion of BellSouth. Where dual entrance is not available due to lack of capacity, BellSouth will so state in the Application response.

3.2.2 The interconnection point for entrance facilities extending from a rooftop antenna will be designated by BellSouth on the Application/Inquiry response. The terms and conditions for rooftop antenna placement are contained in Attachment –to this agreement.

3.2.3 DIECA may utilize spare capacity on an existing DIECA entrance facility for the purpose of providing an entrance facility to another DIECA collocation arrangement within the same BellSouth Central Office.

3.3 Splicing in the Entrance Manhole. Although not generally permitted, should DIECA request a splice to occur in the entrance manhole(s), BellSouth, at its sole discretion, may grant such a request, provided that BellSouth will not unreasonably withhold approval of requests to make such a splice. When the request for a splice is granted to DIECA by BellSouth, DIECA shall ensure its employees or agents entering and/or performing work in the entrance manhole(s) are trained and comply with BellSouth procedures and OSHA requirements regarding access to manholes and that BellSouth personnel are notified and present for all entrances and work performed in the entrance manhole(s). Manholes covers shall be properly closed and secured at the conclusion of entry and/or work. Advance notification to BellSouth shall occur at a minimum of 48 hours prior to desired entry for normal work activities and at a minimum of 2 hours prior to desired entry in an out of service condition.

3.4 Demarcation Point. A point-of-termination bay(s) will designate the point(s) of interconnection between DIECA's equipment and/or network and BellSouth's network. Each party will be responsible for maintenance and operation of all equipment/facilities on its side of the demarcation point. DIECA may, at its option, provide its own point-of-termination bay(s) in accordance with BellSouth's guidelines and specifications, which BellSouth will provide upon request. DIECA or its agent may perform all required maintenance to equipment/facilities on its side of the demarcation point, pursuant to subsection 3.5, following, and may self-provision cross-connects that may be required within the collocation space to activate service requests. With the exception of cross-connects provisioned as set forth in this subsection, a certified vendor is required to perform all other equipment installation or provisioning activities within the collocation space, pursuant to Section 4.3.

3.5 DIECA's Equipment and Facilities. DIECA is solely responsible for the design, engineering, testing, performance, monitoring, maintenance, and repair of the equipment and facilities used by DIECA in the Collocation Space. Without limitation of the foregoing provisions, DIECA will be responsible for servicing, supplying, repairing, installing and maintaining the following: (1) cable(s); (2) equipment; (3) point-of-termination cross-connects; (4) point of termination maintenance, including replacement fuses and circuit breaker restoration, if not performed by BellSouth; and (5) connection cable(s) and associated equipment which may be required within the Collocation Space to the points of interconnection.

3.6 Easement Space. From time to time BellSouth may require access to the Collocation Space. BellSouth retains the right to access such space for the purpose of making equipment and building modifications (e.g., running, altering or removing racking, ducts, electrical wiring, HVAC, and cables). BellSouth will give reasonable notice to DIECA when access to the Collocation Space is required. DIECA may elect to be present whenever BellSouth performs work in the Collocation Space. The Parties agree that DIECA will not bear any of the expense associated with this work.

3.7 Access and Administration. DIECA shall have access to the Collocation Space twenty-four (24) hours a day, seven (7) days a week. A security escort will be required at Central Offices where separate, secured ingress and egress are not available and access would require DIECA to traverse restricted areas. All employees, agents, and contractors of DIECA having access to the Collocation Space shall comply with BellSouth's policies and practices pertaining to fire, safety and security, and each such employee, agent or contractor shall display an identification badge issued by

DIECA or certified vendor which contains a current photo, the individual's name and company name/logo. DIECA agrees to comply with all laws, ordinances and regulations affecting the use of the Collocation Space. For central offices in which an escort is required, BellSouth will establish procedures to provide expedited access in the event of an emergency. Such procedures shall, at a minimum, assign DIECA's request for access a priority level at parity with that which BellSouth assigns itself or any other telecommunications service provider for similar central office emergencies. Upon expiration of this Agreement, DIECA shall surrender the Collocation Space to BellSouth in the same condition as when first occupied by the DIECA except for ordinary wear and tear.

3.8 Interference or Impairment. Notwithstanding any other provisions of this Agreement, equipment and facilities placed in the Collocation Space shall not interfere with or impair service provided by BellSouth or by any other DIECA located in the Central Office; shall not endanger or damage the facilities of BellSouth or of any other DIECA, the Collocation Space, or the Central Office; shall not compromise the privacy of any communications carried in, from, or through the Central Office; and shall not create an unreasonable risk of injury or death to any individual or to the public. If BellSouth reasonably determines that any equipment or facilities of DIECA violate the provisions of this paragraph, BellSouth shall give written notice to DIECA, which notice shall direct DIECA to cure the violation within forty-eight (48) hours of DIECA's actual receipt of written notice or, at a minimum, to commence curative measures within 24 hours and to exercise reasonable diligence to complete such measures as soon as possible thereafter. After receipt of the notice, the parties agree to consult immediately and, if necessary, to inspect the arrangement. If DIECA fails to take curative action within 48 hours or if the violation is of a character which poses an immediate and substantial threat of damage to property, injury or death to any person, or interference/impairment of the services provided by BellSouth or any other DIECA, then and only in that event BellSouth may take such action as it deems appropriate to correct the violation, including without limitation the interruption of electrical power to DIECA's equipment. BellSouth will endeavor, but is not required, to provide notice to DIECA prior to taking such action and shall have no liability to DIECA for any damages arising from such action, except to the extent that such action by BellSouth constitutes willful misconduct.

3.9 Personalty and its Removal. Subject to requirements of this Agreement, DIECA may place or install in or on the Collocation Space such facilities and equipment, including storage for and spare equipment, as it deems desirable for the conduct of business; Provided that such equipment is telecommunications equipment, does not violate floor loading requirements, imposes or could impose or contains or could contain environmental conditions or hazards. Personal property, facilities and equipment placed by DIECA in the Collocation Space shall not become a part of the Collocation Space, even if nailed, screwed or otherwise fastened to the Collocation Space, but shall retain their status as personalty and may be removed by DIECA at any time. Any damage caused to the Collocation Space by DIECA's employees, agents or representatives during the removal of such property shall be promptly repaired by DIECA at its expense.

3.10 Alterations. In no case shall DIECA or any person acting on behalf of DIECA make any rearrangement, modification, improvement, addition, repair, or other alteration to the Collocation Space or the BellSouth Central Office without the written

consent of BellSouth, which consent shall not be unreasonably withheld. The cost of any such specialized alterations shall be paid by DIECA.

#### **4. ORDERING AND PREPARATION OF COLLOCATION SPACE**

4.1 Application for Space. DIECA shall submit to BellSouth a complete and accurate Application and Inquiry document, together with payment of the Application Fee as stated in Exhibit A. The Application shall contain a detailed description and schematic drawing of the equipment to be placed in DIECA's Collocation Space(s) and an estimate of the amount of square footage required.

4.1.1 Application Response. The Parties recognize that DIECA intends to initially submit up to sixty (65) applications for space. BellSouth will examine the applications submitted by DIECA and will respond to the applications as follows:

4.1.1.1 For the applications for central offices where a common area is constructed, where local building code allows an unenclosed arrangement, and space is available within the common area, BellSouth will use best efforts to respond to these applications within 45 days but in any case in no longer than 60 days.

4.1.1.2 For the applications for central offices where common area construction is not complete or where no common area has been constructed and space is available within the central office, BellSouth will use best efforts to respond to these applications within 60 days but in any case in no longer than 90 days.

4.1.1.3 For additional applications submitted by DIECA, BellSouth will respond within thirty (30) days for up to five (5) applications within the same state submitted within fifteen days. If DIECA submits more than five (5) applications within the same state within fifteen (15) days, then in order to process these applications in the most timely and efficient manner possible, BellSouth and DIECA will negotiate in good faith a prioritization of the requests and a reasonable response time frame under which BellSouth will respond to DIECA's collocation applications. All negotiations shall consider the total volume from all requests from telecommunications companies for collocation, whether any of the Central Offices in question have already been built out to accommodate other collocators(s), DIECA's business need for particular Central Offices, and the rate of exhaustion of space for particular Central Offices.

4.1.1.4 Should BellSouth determine that the amount of space requested by DIECA is not available, BellSouth will advise DIECA prior to the application response. When the amount of space available is less than that requested by DIECA or differently configured, DIECA has the option of applying for this space by amending its application to reflect the actual space available. Where the request has been for an enclosed space, the amended application shall be for the actual space available rounded down to the nearest 50 square foot increment. In the aforementioned situation, DIECA will not be required to pay a supplemental application fee and BellSouth will provide an application response to the amended application within the agreed upon response interval provided however DIECA has provided the amended application in a timely manner.

4.1.1.5 The application response will detail the estimated interval, estimated space preparation costs, and the amount of space available.

4.2 Bona Fide Firm Order. DIECA shall indicate its intent to proceed with equipment installation in a BellSouth Central Office by submitting a bona fide firm order to BellSouth. A bona fide firm order requires DIECA to complete the application/inquiry process described in subsection 4.1, preceding, submit an updated application document that it is complete and accurate based on the outcome of the application/inquiry process, and pay all applicable fees referenced in Article 5, following. Material changes (e.g. increase in floor space or additional equipment added) to the request may require additional and an additional response prepared by BellSouth. Such material changes shall toll the interval for construction while the additional response is being prepared. The bona fide firm order must be received by BellSouth no later than thirty (30) days after BellSouth's response to DIECA's application/inquiry.

4.2.1 BellSouth will establish a firm order date, per request, based upon the date BellSouth is in receipt of a complete and accurate firm order and agreed upon fees. BellSouth will acknowledge the receipt of DIECA's bona fide firm order within fifteen (15) days of receipt indicating that the bona fide firm order has been received and that the order is accurate and complete or if the order is not accurate and complete, details as to the necessary information needed to cause the order to be accurate and complete. BellSouth will not unreasonably determine that a bona fide firm order is not complete or accurate, and it will inform DIECA of all the reasons why the bona fide firm order is not complete or accurate. The turn over date will fall within the intervals stated in section 4.3.

4.2.2 BellSouth will permit one site visit for each Collocation Space requested after receipt of the bona fide firm order. Security escort charges will be assessed, if necessary, for the site visit.

4.2.3 BellSouth will commence space preparation for the Collocation Space immediately upon BellSouth's receipt of the bona fide firm order and all applicable fees.

4.2.4 Within three (3) business days of DIECA's written request, BellSouth will identify any known Environmental Hazard or Hazardous Materials in the Collocation Space requested by DIECA in its bona fide firm order pursuant to section 4.2 of this Attachment 4.

4.2.5 Upon seventy-two (72) hours advanced notice and with a security escort, if necessary, BellSouth will allow DIECA to perform any environmental investigations in the Central Office or Collocation Space, including, but not limited to, asbestos surveys, which DIECA deems to be necessary in support of its collocation needs, at DIECA's expense.

4.2.6 If the Collocation Space contains environmental contamination or hazardous material, particularly but not limited to asbestos, lead paint or radon, which makes the placement of such equipment or interconnection hazardous, BellSouth shall offer an alternative space, if available, for DIECA's consideration. If no other space available, DIECA may choose to accept the space containing Environmental Hazard or Hazardous Materials, or may choose to obtain virtual collocation space. If DIECA chooses to accept the space, BellSouth will abate the Hazard or Material at DIECA's expense.

4.3 Construction and Provisioning Interval. The Parties will negotiate construction and provisioning intervals per request on an individual case basis following receipt of the bona fide firm orders and pursuant to the provisions of this subsection.

4.3.1. For the applications set forth in subsection 4.1.1.1, BellSouth will use best efforts to complete construction for the collocation arrangements within a maximum of 120 days from the receipt of a complete and accurate bona fide firm order. The 120 day period shall not include the time interval required to secure the appropriate government licenses and permits.

4.3.2 For the applications set forth in subsection 4.1.1.2, BellSouth will use best efforts to complete construction for the collocation arrangements within a maximum of 180 days from the receipt of a complete and accurate bona fide firm order. The 180 day period shall not include the time interval required to secure the appropriate government licenses and permits.

4.3.3 For additional applications, the parties will negotiate construction and provisioning intervals per request on an individual case basis following receipt of the bona fide firm order. Excluding the time interval required to secure the appropriate government licenses and permits, BellSouth will use best efforts to complete construction for collocation arrangements under ordinary conditions as soon as possible and within a maximum of 120 days from the receipt of a complete and accurate bona fide firm order and to use best efforts to complete construction for collocation arrangements under extraordinary conditions as soon as possible and within a maximum of 180 days from the receipt of a complete and accurate bona fide firm order, where the infrastructure rearrangement or accommodations allow.

4.3.3.1 Ordinary conditions are defined as space available with only minor changes to support systems required, such as but not limited to, HVAC, cabling and the power plant(s).

4.3.3.2 Extraordinary conditions are defined to include but are not limited to multiple orders in excess of five (5) from one customer per state; major BellSouth equipment rearrangement; power plant addition or upgrade; major mechanical addition or upgrade; major upgrade for ADA compliance; mainframe addition; Environmental Hazard or Hazardous Material abatement.

4.4 Joint Planning Meeting. A joint planning meeting or other method of joint planning between BellSouth and DIECA will commence as soon as possible, or within a maximum of twenty (20) days from BellSouth's receipt of a complete and accurate firm order and the payment of agreed upon fees, unless the parties agree to an alternative time frame.

4.4.1 At such meeting, the parties will agree to the design of the collocation space and the equipment configuration requirements as requested by DIECA on its bona fide firm order.

4.4.2 In the event DIECA materially modifies its request as a result of the coordination meeting outcome, such modifications must be submitted to BellSouth in writing and a firm order date reestablished.

4.4.3 The Collocation Space completion time period and the turn over date will be provided to DIECA during the joint planning meeting or as soon as possible thereafter. The Collocation Space completion time period and the Turn Over date must comply and be consistent with the intervals set forth in this Article 4.

4.4.4 BellSouth will complete all design work following the joint planning meeting. If BellSouth needs to reevaluate DIECA's application as a result of changes requested by DIECA to DIECA's original application, then BellSouth will charge DIECA a fee based upon the additional engineering hours required to do the reassessment. Major changes such as requesting additional space or adding additional equipment may require DIECA to resubmit the application with an application fee.

4.5 Permits. BellSouth or its agents will diligently pursue filing for the required permits within 7 business days of the completion of finalized construction designs and specifications.

4.6 Use of Certified Vendor. DIECA shall select an equipment installation vendor which has been approved as a BellSouth Certified Vendor to perform all engineering and installation work required in the Collocation Space. BellSouth shall provide DIECA with a list of Certified Vendors upon request. The Certified Vendor shall be responsible for installing DIECA's equipment and components, extending power cabling to the BellSouth power distribution frame, performing operational tests after installation is complete, and notifying BellSouth's equipment engineers and DIECA upon successful completion of installation. The Certified Vendor shall bill DIECA directly for all work performed for DIECA pursuant to this Agreement and BellSouth shall have no liability for nor responsibility to pay such charges imposed by the Certified Vendor. BellSouth shall consider certifying DIECA or any vendor proposed by DIECA.

4.7 Alarm and monitoring. BellSouth shall place environmental alarms in the Central Office for the protection of BellSouth equipment and facilities. DIECA shall be responsible for placement, monitoring and removal of environmental and equipment alarms used to service DIECA's Collocation Space. Upon request, BellSouth will provide DIECA with applicable tariffed service(s) to facilitate remote monitoring of collocated equipment by DIECA. Both parties shall use best efforts to notify the other of any verified environmental hazard known to that party. The parties agree to utilize and adhere to the Environmental Hazard Guidelines identified as Exhibit C attached hereto.

4.8 Basic Telephone Service. Upon request of DIECA, BellSouth will provide basic telephone service to the Collocation Space under the rates, terms and conditions of the current tariff offering for the service requested.

4.9 Space Preparation. BellSouth shall pro rate the costs of any renovation or upgrade to Central Office space or support mechanisms which is required to accommodate physical collocation. DIECA's pro rated share will be calculated by multiplying such cost by a percentage equal to the amount of square footage occupied by DIECA divided by the total Central Office square footage receiving renovation or upgrade. For this section, support mechanisms provided by BellSouth may include, but not be limited to heating/ventilation/air conditioning (HVAC) equipment, HVAC duct work, cable support structure, fire wall(s), mechanical upgrade, asbestos abatement, ground plane addition, or separate ingress/egress construction. Such renovation or upgrade will be evaluated and the charges assessed on a per Central Office basis. BellSouth will



reimburse DIECA in an amount equal to DIECA reasonable, demonstrative and mitigated expenditures incurred as a direct result of delays to the completion and turnover dates caused by BellSouth.

4.10 Space Enclosure. Upon request of DIECA, BellSouth shall construct an equipment arrangement enclosure of a size and dimension jointly agreed upon by the Parties. DIECA may request enclosed floor space in increments of fifty (50) square feet, with a minimum of one hundred (100) square feet. DIECA may, at its option, arrange with a BellSouth certified contractor to construct the space enclosure in accordance with BellSouth's guidelines and specifications. Such contractor shall directly bill DIECA for activities associated with the space enclosure construction. DIECA must provide the local BellSouth building contact with a card, key or other access device used to enter the locked enclosure. Except in case of emergency, BellSouth will not access DIECA's locked enclosure prior to notifying DIECA .

4.11 Virtual Collocation Transition. To the extent space becomes available, DIECA may transition its virtual collocation arrangements to physical collocation arrangements and pay the appropriate non-recurring fees for physical collocation and for the rearrangement or reconfiguration of services terminated in the virtual collocation arrangement. DIECA must arrange with a BellSouth certified vendor for the relocation of equipment from its virtual collocation space to its physical collocation space and will bear the cost of such relocation.

4.12 Cancellation. If DIECA cancels its order for the Collocation Space(s), DIECA will reimburse BellSouth for any expenses incurred up to the date that written notice of the cancellation is received. In no event will the level of reimbursement under this paragraph exceed the maximum amount DIECA would have otherwise paid for work undertaken by BellSouth if no cancellation of the order had occurred.

## **5. RATES AND CHARGES**

5.1 Non-recurring Fees. In addition to the Application Fee referenced in Section 4, preceding, DIECA shall remit payment of a Cable Installation Fee, Space Construction Fee, as applicable, and one-half (1/2) of the estimated Space Preparation Fee coincident with submission of a Bona Fide Firm Order. The outstanding balance of the actual Space Preparation Fee shall be due thirty (30) days following DIECA's receipt of a bill or invoice from BellSouth. Once the installation of the initial equipment arrangement is complete, a subsequent application fee may apply (as described in subsection 5.5) when DIECA requests a modification to the arrangement.

5.2 Documentation. BellSouth shall provide documentation to establish the actual Space Preparation Fee. The Space Preparation Fee will be pro rated as prescribed in Section 4, preceding.

5.3 Cable Installation. Cable Installation Fee(s) are assessed per entrance fiber placed. No Cable Installation Fee is required for Service Interconnection.

5.4 Space Enclosure Fees. The Space Enclosure Construction Fee will be assessed for the materials and installation cost of the equipment enclosure. Where local building codes require enclosure specifications more stringent than BellSouth's standard enclosure specifications, the additional costs will be included in the space preparation

charge. In such cases, BellSouth shall provide documentation to establish these costs separately from DIECA's pro-rated share of renovation or upgrade costs.

5.5 Additional Engineering. BellSouth's engineering and other labor time associated with establishing the Physical Collocation Arrangement will be assessed as Additional Engineering charges, under provisions in BellSouth's F.C.C. Number 1 Tariff, Sections 13.1 and 13.2. An estimate of the Additional Engineering charges will be provided by BellSouth to DIECA in the Application Response.

5.5 Subsequent Application Fee. BellSouth requires the submission of additional documentation when DIECA desires to modify the use of the collocation space. DIECA shall complete an additional application form including all information regarding the modification to the collocation arrangement. BellSouth shall determine what modifications to the premises are required to accommodate the change requested by DIECA in the application. Such modifications to the premises may include but are not limited to, floor loading changes, changes necessary to meet HVAC requirements and changes to power plant requirements. The fee paid by DIECA for its request to modify the use of the collocation space shall be dependent upon the modification requested. Where the subsequent application does not require provisioning or construction work by BellSouth, no subsequent application fee will be assessed. The fee for an application where the modification requested has limited effect, e.g. does not require capital expenditure by BellSouth, shall not exceed \$1600.00. All other subsequent application fees shall be assessed at \$3850.00.

5.6 Floor Space. The floor space charge includes reasonable charges for lighting, heat, air conditioning, ventilation and other allocated expenses associated with maintenance of the Central Office but does not include amperage necessary to power DIECA's equipment. When the Collocation Space is enclosed by walls or other divider, DIECA shall pay floor space charges based upon the number of square feet so enclosed. When the Collocation Space is not enclosed, DIECA shall pay floor space charges based upon the number of square feet contained in a shadow print of DIECA's equipment racks and POT bay, plus a factor of 2.50 multiplied by the shadow print, which represents DIECA's share of wiring and provisioning aisle space for provisioning and maintenance activities. Floor space charges are due beginning with the date on which BellSouth releases the Collocation Space for occupancy or on the date DIECA first occupies the Collocation Space, whichever is sooner.

5.7 Power. (1) Charges for -48V DC power will be assessed per ampere per month based upon the certified vendor engineered and installed power feed fused ampere capacity. Rates include redundant feeder fuse positions (A&B) and cable rack to DIECA's equipment or space enclosure. Fuses and power feed cables (A&B) must be engineered (sized), furnished and installed by DIECA's certified vendor. The DIECA's certified vendor must also provide a copy of the engineering power specification prior to the Commencement Date. In the event BellSouth shall be required to construct additional DC power plant or upgrade the existing DC power plant in a central office as a result of DIECA's request to collocate in that central office ("Power Plant Construction"), DIECA shall pay -its pro-rata share of costs associated with the Power Plant Construction. The determination of whether Power Plant Construction is necessary shall be within BellSouth's sole, but reasonable, discretion. BellSouth shall comply with all BellCore and ANSI Standards regarding power cabling, including BellCore Network Equipment Building System (NEBS) Standard TR-EOP-000063. BellSouth will notify

DIECA of the need for the Power Plant Construction and will estimate the costs associated with the Power Plant Construction if BellSouth were to perform the Power Plant Construction. The costs of power plant construction shall be pro-rated and shared among all who benefit from that construction. DIECA shall pay BellSouth one-half of its prorata share of the estimated Power Plant Construction costs prior to commencement of the work. DIECA shall pay BellSouth the balance due (actual cost less one-half of the estimated cost) within thirty (30) days of completion of the Power Plant Construction. DIECA has the option to perform the Power Plant Construction itself; provided, however, that such work shall be performed by a BellSouth certified contractor and such contractor shall comply with BellSouth's guidelines and specifications. Where the Power Plant Construction results in construction of a new power plant room, upon termination of this Agreement DIECA shall have the right to remove its equipment from the power plant room, but shall otherwise leave the room intact. Where the Power Plant Construction results in an upgrade to BellSouth's existing power plant, upon termination of this Agreement, such upgrades shall become the property of BellSouth.

5.8 Security Escort. A security escort will be required whenever DIECA or its approved agent desires access to the entrance manhole or must traverse a restricted area within BellSouth's central office. Rates for a BellSouth security escort are assessed in one-half (1/2) hour increments according to the schedule appended hereto as Exhibit A.

5.9 Other. Payment of all other charges under this Agreement shall be due thirty (30) days after receipt of the bill (payment due date). DIECA will pay a late payment charge of one and one-half percent (1-1/2%) assessed monthly on any balance which remains unpaid after the payment due date.

## **6. INSURANCE**

6.1 DIECA shall, at its sole cost and expense, procure, maintain, and keep in force insurance as specified in this Article VI and underwritten by insurance companies licensed to do business in the states contained in Exhibit B attached hereto and having a BEST Insurance Rating of B ++ X (B ++ ten).

6.2 DIECA shall maintain the following specific coverage:

6.2.1 Commercial General Liability coverage in the amount of ten million dollars (\$10,000,000.00) or a combination of Commercial General Liability and Excess/Umbrella coverage totaling not less than ten million dollars (\$10,000,000.00). BellSouth shall be named as an ADDITIONAL INSURED on ALL applicable policies as specified herein.

6.2.2 Statutory Workers Compensation coverage and Employers Liability coverage in the amount of one hundred thousand dollars (\$100,000.00) each accident, one hundred thousand dollars (\$100,000.00) each employee by disease, and five hundred thousand dollars (\$500,000.00) policy limit by disease.

6.2.3 DIECA may elect to purchase business interruption and contingent business interruption insurance, having been advised that BellSouth assumes no liability for loss of profit or revenues should an interruption of service occur.

6.3 The limits set forth in subsection 6.2 above may be increased by BellSouth from time to time during the term of this Agreement upon thirty (30) days notice to DIECA to at least such minimum limits as shall then be customary with respect to comparable occupancy of BellSouth structures.

6.4 All policies purchased by DIECA shall be deemed to be primary and not contributing to or in excess of any similar coverage purchased by BellSouth. All insurance must be in effect on or before the date equipment is delivered to BellSouth's Central Office and shall remain in effect for the term of this Agreement or until all DIECA's property has been removed from BellSouth's Central Office, whichever period is longer. If DIECA fails to maintain required coverage, BellSouth may pay the premiums thereon and seek reimbursement of same from DIECA.

6.5 DIECA shall submit certificates of insurance reflecting the coverage required pursuant to this Section a minimum of ten (10) days prior to the commencement of any work in the Collocation Space. Failure to meet this interval may result in construction and equipment installation delays. DIECA shall arrange for BellSouth to receive thirty (30) days advance notice of cancellation from DIECA's insurance company. DIECA shall forward a certificate of insurance and notice of cancellation to BellSouth at the following address:

BellSouth Telecommunications, Inc.  
Attn.: Risk Management Coordinator  
3535 Colonnade Parkway, S9A1  
Birmingham, Alabama 35243

6.6 DIECA must conform to recommendations made by BellSouth's fire insurance company to the extent BellSouth has agreed to, or shall hereafter agree to, such recommendations.

6.7 Failure to comply with the provisions of this Section will be deemed a material breach of this Agreement.

## **7. MECHANICS LIENS**

7.1 If any mechanics lien or other liens shall be filed against property of either party (BellSouth or DIECA), or any improvement thereon by reason of or arising out of any labor or materials furnished or alleged to have been furnished or to be furnished to or for the other party or by reason of any changes, or additions to said property made at the request or under the direction of the other party, the other party directing or requesting those changes shall, within thirty (30) days after receipt of written notice from the party against whose property said lien has been filed, either pay such lien or cause the same to be bonded off the affected property in the manner provided by law. The party causing said lien to be placed against the property of the other shall also defend, at its sole cost and expense, on behalf of the other, any action, suit or proceeding which may be brought for the enforcement of such liens and shall pay any damage and discharge any judgment entered thereon.

## **8. INSPECTIONS**

8.1 BellSouth shall conduct an inspection of DIECA's equipment and facilities in the Collocation Space(s) prior to the activation of facilities between DIECA's equipment and equipment of BellSouth. BellSouth may conduct an inspection if DIECA adds equipment and may otherwise conduct routine inspections at reasonable intervals mutually agreed upon by the Parties. BellSouth shall provide DIECA with a minimum of forty-eight (48) hours or two (2) business days, whichever is greater, advance notice of all such inspections. All costs of such inspection shall be borne by BellSouth.

## **9. SECURITY.**

9.1 Only BellSouth employees, BellSouth certified vendors and authorized employees or agents of DIECA will be permitted in the BellSouth Central Office. DIECA shall provide its employees and agents with picture identification which must be worn and visible at all times while in the Collocation Space or other areas in or around the Central Office. BellSouth may refuse entry to any person who fails to display the identification required by this section.

## **10. DESTRUCTION OF COLLOCATION SPACE.**

10.1 In the event a Collocation Space is wholly or partially damaged by fire, windstorm, tornado, flood or by similar causes to such an extent as to be rendered wholly unsuitable for DIECA's permitted use hereunder, then either party may elect within ten (10) days after such damage, to terminate this Agreement, and if either party shall so elect, by giving the other written notice of termination, both parties shall stand released of and from further liability under the terms hereof. If the Collocation Space shall suffer only minor damage and shall not be rendered wholly unsuitable for DIECA's permitted use, or is damaged and the option to terminate is not exercised by either party, BellSouth covenants and agrees to proceed promptly without expense to DIECA, except for improvements not the property of BellSouth, to repair the damage. BellSouth shall have a reasonable time within which to rebuild or make any repairs, and such rebuilding and repairing shall be subject to delays caused by storms, shortages of labor and materials, government regulations, strikes, walkouts, and causes beyond the control of BellSouth, which causes shall not be construed as limiting factors, but as exemplary only. DIECA may, at its own expense, accelerate the rebuild of its collocated space and equipment provided however that a certified vendor is used and the necessary space preparation has been completed. Rebuild of equipment must be performed by a BellSouth Certified Vendor. If DIECA's acceleration of the project increases the cost of the project, then those additional charges will be incurred by DIECA. Where allowed and where practical, DIECA may erect a temporary facility while BellSouth rebuilds or makes repairs. In all cases where the Collocation Space shall be rebuilt or repaired, DIECA shall be entitled to an equitable abatement of rent and other charges, depending upon the unsuitability of the Collocation Space for DIECA's permitted use, until such Collocation Space is fully repaired and restored and DIECA's equipment installed therein (but in no event later than thirty (30) days after the Collocation Space is fully repaired and restored).

## **11. EMINENT DOMAIN**

11.1 If the whole of a Collocation Space shall be taken by any public authority under the power of eminent domain, then this Agreement shall terminate as of the day possession shall be taken by such public authority and rent and other charges for the

Collocation Space shall be paid up to that day with proportionate refund by BellSouth of such rent and charges as may have been paid in advance for a period subsequent to the date of the taking. If any part of the Collocation Space shall be taken under eminent domain, BellSouth and DIECA shall each have the right to terminate this Agreement and declare the same null and void, by written notice of such intention to the other party within ten (10) days after such taking.

**12. NONEXCLUSIVITY**

12.1 DIECA understands that this Agreement is not exclusive and that BellSouth may enter into similar agreements with other parties. Assignment of space pursuant to all such agreements shall be determined by space availability and made on a first come, first served basis.

**13. NOTICES**

13.1 Except as otherwise provided herein, any notices or demands that are required by law or under the terms of this Agreement shall be given or made by DIECA or BellSouth in writing and shall be given by hand delivery, or by certified or registered mail, and addressed to the parties as follows:

<p><u>To BellSouth:</u></p> <p>3535 Colonnade Parkway          Room E4E1          Birmingham, AL 35243          ATTN: OLEC Account Team</p>	<p><u>To DIECA Communications d/b/a          Covad Communications Company:</u></p> <p>2330 Central Expressway          Bldg. B          Santa Clara, CA 95050          ATTN: Tom Regan</p>
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13.2 Such notices shall be deemed to have been given in the case of certified or registered mail when deposited in the United States mail with postage prepaid.

**EXHIBIT A**  
 Page 1 of 3

**Schedule of Rates and Charges**

<u>Rate Element Description</u>	<u>Type of Charge</u>	<u>Charge</u>
Application Fee	NRC (per Arrangement, per C.O.)	\$3,850.00
Subsequent Application Fee (Note 1) No greater than \$1,600.00	NRC (per Arrangement, per C.O.)	ICB
Space Preparation Fee (Note 2)	NRC (per Arrangement, per C.O.)	ICB
Space Enclosure Construction Fee (Note 2)	NRC (per Arrangement, per C.O.)	\$4500.00
Additional Engineering Fee (Note 3)	NRC	ICB
Cable Installation	NRC (per entrance cable)	2,750.00
Floor Space	RC (per square foot)	\$7.50

5/15/98

Power		RC (per amp)	\$5.00
Cable Support structure		RC (per entrance cable)	\$13.35
Cross-Connects	2-wire	RC (per cross-connect)	\$0.30
	4-wire	RC (per cross-connect)	\$0.50
	DS1	RC (per cross-connect)	\$8.00
	DS3	RC (per cross-connect)	\$72.00
	2-wire	NRC (first cross-connect)	\$19.20
	4-wire	NRC (first cross-connect)	\$19.20
	DS1	NRC (first cross-connect)	\$155.00
	DS3	NRC (first cross-connect)	\$155.00
	2-wire	NRC (each additional cross-connect)	\$19.20
	4-wire	NRC (each additional cross-connect)	\$19.20
	DS1	NRC (each additional cross-connect)	\$27.00
	DS3	NRC (each additional cross-connect)	\$27.00
POT Bay	2-wire	RC (per cross-connect)	\$0.40
	4-wire	RC (per cross-connect)	\$1.20
	DS1	RC (per cross-connect)	\$1.20
	DS3	RC (per cross-connect)	\$8.00
Additional Security Access Cards		NRC-ICB (each)	\$10.00

**Schedule of Rates and Charges (cont.)**

<u>Rate Element Description</u>	<u>Type of Charge</u>	<u>Charge</u>
Direct Connection (Note 4)		
(1) Fiber Arrangement	RC (per cable, per linear foot)	\$0.06
-with Initial Application	NRC (per Arrangement)	n/a
-Subsequent to Application	NRC (per Arrangement)	\$246.00
(2) Copper or Coaxial Arrangement	RC (per cable, per linear foot)	\$0.03
-with Initial Application	NRC (per Arrangement)	n/a
-Subsequent to Application	NRC (per Arrangement)	\$246.00
Security Escort		
Basic - first half hour	NRC-ICB	\$41.00
Overtime - first half hour	NRC-ICB	\$48.00
Premium - first half hour	NRC-ICB	\$55.00
Basic - additional half hour	NRC-ICB	\$25.00
Overtime - additional half hour	NRC-ICB	\$30.00
Premium - additional half hour	NRC-ICB	\$35.00

**Notes**

NRC: Non-recurring Charge - one-time charge  
 RC: Recurring Charge - charged monthly  
 ICB: Individual Case Basis - one-time charge

(1) Subsequent Application Fee. BellSouth requires the submission of an Application Fee for modifications to an existing arrangement. However, when the modifications do not require BellSouth to expend capital, BellSouth will assess the Subsequent Application Fee in lieu of the Application Fee. Proposed modifications that could result in assessment of a Subsequent Application Fee would cause BellSouth to analyze the following but are not limited to: floor loading changes, changes to HVAC requirements, power requirement changes which may result in a power plant upgrade, environmental or safety requirements, or equipment relocation.

(2) Space Preparation Fee. The Space Preparation Fee is a one-time fee, assessed per arrangement, per location. It recovers costs associated with the shared physical collocation area within a central office, which include survey, engineering, design and building modification costs. BellSouth will pro rate the total shared space preparation costs among the collocators at each location based on the amount of square footage occupied by each collocator. This charge may vary depending on the location and the type of arrangement requested.



## Schedule of Rates and Charges (cont.)

### Notes (cont.)

- (2) (cont.)  
Space Enclosure Construction Fee. The Space Enclosure Construction Fee is a one-time fee, assessed per enclosure, per location. It recovers costs associated with providing an optional equipment arrangement enclosure, which include architectural and engineering fees, materials, and installation costs. This fee is assessed in fifty (50) square-foot increments, with a minimum space enclosure size of one hundred (100) square feet. DIECA may, at its option, arrange with a BellSouth certified contractor to construct the space enclosure in accordance with BellSouth's guidelines and specifications. In this event, the contractor shall directly bill DIECA for the space enclosure, and this fee shall not be applicable.
- (3) Additional Engineering Fee. BellSouth's engineering and other labor costs associated with establishing the Physical Collocation Arrangement shall be recovered as Additional Engineering charges, under provisions in BellSouth's F.C.C. Number 1 Tariff, Sections 13.1 and 13.2. An estimate of the Additional Engineering charges shall be provided by BellSouth in the Application Response.
- (4) Direct Connection. As stated in Article I.B of the Collocation Agreement, DIECA may connect to other DIECAs within the designated Central Office in addition to, and not in lieu of, interconnection to BellSouth services and facilities. DIECA must use its Certified Vendor to place the direct connection. The Direct Connection NRC is assessed when direct connection is the only work requested by DIECA. If any other work in addition to the direct connection is being requested, whether for an initial installation of a Collocation Space or for an augmentation to an existing Collocation Space, an Application Fee or a Subsequent Application Fee will be assessed in lieu of the Direct Connection NRC. Construction charges may also apply; BellSouth shall provide an estimate of these charges in the Application Response.

## **Bona Fide Physical Collocation Arrangements**

**Central Office Name:**  
**Central Office CLLI Code:**  
**City:**  
**State:**  
**Date of Bona Fide Firm Order:**

**Central Office Name:**  
**Central Office CLLI Code:**  
**City:**  
**State:**  
**Date of Bona Fide Firm Order:**

**Central Office Name:**  
**Central Office CLLI Code:**  
**City:**  
**State:**  
**Date of Bona Fide Firm Order:**

**Central Office Name:**  
**Central Office CLLI Code:**  
**City:**  
**State:**  
**Date of Bona Fide Firm Order:**

**Central Office Name:**  
**Central Office CLLI Code:**  
**City:**  
**State:**  
**Date of Bona Fide Firm Order:**

## **Attachment 6**

### **Ordering and Provisioning**

## ORDERING AND PROVISIONING

### 1. Quality of Ordering and Provisioning

1.1 BellSouth shall provide ordering and provisioning services to DIECA that are equal to the ordering and provisioning services BellSouth provides to itself or any other CLEC, where technically feasible. Detailed guidelines for ordering and provisioning are set forth in BellSouth's Local Interconnection and Facility Based Ordering Guide and Resale Ordering Guide, as appropriate, and as they are amended from time to time during this Agreement.

1.2 BellSouth will perform provisioning services during the following normal hours of operation:

Monday - Friday - 8:00AM - 5:00PM (excluding holidays)  
(Resale/UNE non coordinated, coordinated orders and order coordinated - Time Specific)

Saturday - 8:00 AM - 5:00 PM (excluding holidays)  
(Resale/UNE non coordinated orders)

All other DIECA requests for provisioning and installation services are considered outside of the normal hours of operation and may be performed subject to the application of extra-ordinary billing charges.

### 2. Access to Operational Support Systems

2.1 BellSouth shall provide DIECA access to several operations support systems. Access to these support systems is available through a variety of means, including electronic interfaces. BellSouth also provides the option of placing orders manually (e.g., via facsimile) through the Local Carrier Service Center. The operations support systems available are:

2.2 Pre-Ordering. BellSouth provides electronic access to the following pre-ordering functions: service address validation, telephone number selection, service and feature availability, due date information, and upon Commission approval of confidentiality protections, to customer record information. Access is provided through the Local Exchange Navigation System (LENS). Customer record information includes any and all customer specific information, including but not limited to, customer specific information in CRIS and RSAG. DIECA agrees not to view, copy, or otherwise obtain access to the customer record information of any customer without that customer's permission and further agrees that DIECA 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.

- 2.3 Service Ordering and Provisioning. BellSouth provides electronic options for the exchange of ordering and provisioning information. BellSouth provides and Electronic Data Interchange (EDI) arrangement for resale requests and certain unbundled network elements. As an alternative to the EDI arrangement, BellSouth also provides through LENS an ordering and provisioning capability that is integrated with the LENS pre-ordering capability.
- 2.4 Service Trouble Reporting and Repair. Service trouble reporting and repair allows DIECA to report and monitor service troubles and obtain repair services. BellSouth shall offer DIECA service trouble reporting in a non-discriminatory manner that provides DIECA the equivalent ability to report and monitor service troubles that BellSouth provides to itself. BellSouth also provides DIECA an estimated time to repair, an appointment time or a commitment time, as appropriate, on trouble reports. BellSouth provides two options for electronic trouble reporting. For exchange services, BellSouth offers DIECA access to the Trouble Analysis Facilitation Interface (TAFI). For individually designed services, BellSouth provides electronic trouble reporting through an electronic communications gateway. If the CLEC requests BellSouth to repair a trouble after normal working hours, the CLEC will be billed the appropriate overtime charges associated with this request pursuant to BellSouth's tariffs.
- 2.5 Migration of DIECA to New BellSouth Software Releases. BellSouth will issue new software releases for its electronic interfaces as needed to meet regulatory and standard requirements and to improve operations. DIECA will migrate with BellSouth to new electronic interface system releases. BellSouth will continue to support DIECA on old releases for 60 days after the date of the release. If DIECA is unable or does not want to migrate within that time frame, DIECA will have the option of paying a fee to maintain the old platform. BellSouth will issue documents to DIECA within sufficient notice to allow DIECA to make the necessary changes to their systems and operations and allow DIECA to migrate with BellSouth.
- 2.6 Rates. All costs incurred by BellSouth to develop and implement operational interfaces shall be recovered from the carriers who utilize the services. Charge for use of Operational Support Systems shall be as set forth in Attachment 11 of this agreement.

### **3. Miscellaneous Ordering and Provisioning Guidelines**

- 3.1 Pending Orders. To ensure the most efficient use of facilities and resources, orders placed in the hold or pending status by DIECA will be held for a maximum of thirty (30) days from the date the order is placed on hold. After such time, if DIECA wishes to reinstate an order, DIECA may be required to submit a new service order.

- 3.2 Single Point of Contact. DIECA will be the single point of contact with BellSouth for ordering activity for unbundled network elements used by DIECA to provide services to its end users, except that BellSouth may accept an order directly from another CLEC, or BellSouth, acting with authorization of the affected end user. DIECA and BellSouth shall each execute a blanket letter of authorization with respect to customer orders. The Parties shall each be entitled to adopt their own internal processes for verification of customer authorization for orders; provided, however, that such processes shall comply with applicable state and federal law, including until superseded the FCC guidelines applicable to Presubscribed Interexchange Carrier (PIC) changes. Pursuant to such an order, BellSouth may disconnect any unbundled network element associated with the service to be disconnected and being used by DIECA to provide service to that end user and reuse such unbundled network elements or facilities to enable such other LEC to provide service to the end user. BellSouth will notify DIECA that such an order has been processed, but will not be required to notify DIECA in advance of such processing.
- 3.3 Use of Facilities. When a customer of DIECA elects to discontinue service and transfer service to another local exchange carrier, including BellSouth, BellSouth shall have the right to reuse the facilities provided to DIECA by BellSouth for retail or resale service, unbundled loop and/or unbundled port for that customer. In addition, BellSouth may disconnect and reuse facilities when the facility is in a denied state and BellSouth has received an order to establish new service or transfer of service from a customer or a customer's CLEC at the same address served by the denied facility.
- 3.3.1 Upon receipt of a service order, BellSouth will do the following:
- 3.3.1.1 Process disconnect and reconnect orders to provision the service which shall be due dated using current interval guidelines.
- 3.3.1.2 Reuse the serving facility for the retail, resale service, or unbundled network element at the same location.
- 3.3.1.3 Notify DIECA subsequent to the disconnect order being completed.
- 3.4 Contact Numbers. The parties agree to provide one another with toll-free contact numbers for the purpose of ordering, provisioning and maintenance of services.
- 3.5 Subscription Functions. In cases where BellSouth performs subscription functions for an inter-exchange carrier (i.e. PIC and LPIC changes via Customer Account Record Exchange (CARE)), BellSouth will provide the affected inter-exchange carriers with the Operating Company Number (OCN) of the local provider for the purpose of obtaining end user billing account and other end user information required under subscription requirements.

3.6

Cancellation Charges. If DIECA cancels an order for UNE services, any costs incurred by BellSouth in conjunction with the provisioning of that order will be recovered in accordance with FCC No. 1 Tariff, Section 5.4.