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January 24, 2000

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Ms. Blanca Bayo, Director
Division of Records and Reporting
Room 110, Easley Building
Florida Public Service Commission
2540 Shumard Oak Blvd.
Tallahassee, Florida 32399-0850

Re: Docket 000072-TP - *e.spire Communication, Inc.'s Petition for Arbitration*

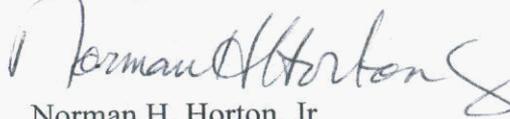
Dear Ms. Bayo:

Enclosed for filing are an original and fifteen copies of a corrected Exhibit 2 (e.spire's Issue Matrix) to the Petition in the above referenced docket. The matrix is being resubmitted to correct typographical errors and no substantive changes were made. Please replace the matrix filed with the Petition on January 21, 2000 with this corrected version.

Please acknowledge receipt of these documents by stamping the extra copy of this letter "filed" and returning the same to me.

Thank you for your assistance with this filing.

Sincerely,



Norman H. Horton, Jr.

AFA _____
APP _____
CAF _____
CMU _____
CTR _____
EAG _____
LEG _____
MAS _____
OPC _____
RRR _____
SEC _____
VAW _____
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Enclosure

cc: James C. Falvey
Parties of Record

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EXHIBIT 2: E.SPIRE COMMUNICATIONS INC.'S ISSUES MATRIX
 BELLSOUTH TELECOMMUNICATIONS, INC. ARBITRATION

ISSUE	E.SPIRE POSITION	BELLSOUTH POSITION	AGMT SECTION
Issue 1. <i>Should BellSouth be required to pay liquidated damages for failure to (i) meet provisioning intervals prescribed in the agreement for UNEs, and (ii) provide service at parity as measured by the specified performance metrics?</i>	Yes	No	<i>GT&C §18; GT&C Part B, §1.64; Att. 9</i>
Issue 2. <i>Should FCC and Commission orders which are "effective" or "final and non-appealable" be incorporated into the agreement?</i>	Effective	Final and non-appealable	<i>Att. 1 §34.4, Att. 3 §6.62</i>
Issue 3. <i>Should a "fresh look" period be established which permits customers subject to BellSouth volume and term service contracts to switch to e.spire service without imposition of early termination penalties?</i>	Yes	Unknown	<i>§49</i>
Issue 4. <i>Should BellSouth provide intraLATA toll service to e.spire local exchange service customers on the same basis that it provides intraLATA toll services to all customers of BellSouth local exchange services?</i>	Yes	No	<i>§50.2</i>

CORRECTED

Issue 5. <i>Should the definition of "local traffic" include dial-up calling to modems and servers of Internet Service Providers ("ISPs") located within the local calling area?</i>	Yes	No	<i>Att. 1 §§1.69, 1.92, 1.99, 1.100; Att. 3 §§6.1.1, 6.1.2, 6.1.3, 6.10</i>
Issue 6. <i>Should the definition of "Switched Exchange Access Service" and "Switched Access Traffic" include Voice-over-Internet Protocol ("VOIP") transmissions?</i>	No	Yes	<i>Att. 1 §1.111; Att. 3 §6.8.1</i>
Issue 7. <i>Should e.spire's local switch be classified as both a tandem and end office switch for purposes of billing reciprocal compensation?</i>	Yes	No	<i>§1.113</i>
Issue 8. <i>Should BellSouth be required to lower rates for manual submission of orders, or, alternatively, establish a revised "threshold billing plan" that (i) extends the timeframe for migration to electronic order submission and (ii) deletes services which are not available through electronic interfaces from the calculation of threshold billing amounts?</i>	Yes	No	<i>Att. 1 Exh. A; Att. 2 §17.2; Att. 3 §8; Att. 5 §5</i>
Issue 9. <i>Should BellSouth be required to provide reasonable and nondiscriminatory access to unbundled network elements ("UNE"s") in accordance with all effective rules and decisions of the FCC and this Commission?</i>	Yes	Unknown	<i>§1.8</i>

Issue 10. <i>Should BellSouth be required to provide e.spire with access to existing combinations of UNEs in BellSouth's network at UNE rates?</i>	Yes	Unknown	§1.9
Issue 11. <i>Should BellSouth be required to provide access to enhanced extended links ("EELs") at UNE rates where the loop and transport elements are currently combined and purchased through BellSouth's special access tariff?</i>	Yes	Unknown	§1.10
Issue 12. <i>If BellSouth provides access to EELs at UNE rates where the loop and transport elements are currently combined and purchased through BellSouth's special access tariff, should e.spire be entitled to utilize the access service request ("ASR") process to submit orders?</i>	Yes	Unknown	
Issue 13. <i>If e.spire submits orders for EELs, should BellSouth be required to make the resultant billing conversion within 10 days?</i>	Yes	Unknown	§1.10
Issue 14. <i>Should BellSouth be prohibited from imposing non-recurring charges other than a nominal service order fee for EEL conversions?</i>	Yes	Unknown	§1.10
Issue 15. <i>Should the parties utilize the FCC's most recent definition of "local loop: included in the UNE Remand Order?"</i>	Yes	Unknown	§2.21

Issue 16. <i>Should BellSouth be required to condition loops as necessary to provide advanced services in accordance with the FCC's UNE Remand Order?</i>	Yes	Unknown	§2.5
Issue 17. <i>Should the parties utilize the FCC's most recent definition of network interface device ("NID") included in the UNE Remand Order?</i>	Yes	Unknown	§4.1.1
Issue 18. <i>Should BellSouth be required to offer subloop unbundling in accordance with the FCC's UNE Remand Order?</i>	Yes	Unknown	§6
Issue 19. <i>Should BellSouth be required to provide access to local circuit switching, local tandem switching and packet switching capabilities on an unbundled basis in accordance with the FCC's UNE Remand Order?</i>	Yes	Unknown	§7.1.1
Issue 20. <i>Should the parties utilize the definitions of local circuit switching, local tandem switching and packet switching included in the FCC's UNE Remand Order?</i>	Yes	Unknown	§§7.2, 7.3, 7.4, 7.7
Issue 21. <i>Should BellSouth be required to provide nondiscriminatory access to interoffice transport/transmission facilities in accordance with the terms of the FCC's UNE Remand Order?</i>	Yes	Unknown	§8

Issue 22. <i>Should the parties utilize a definition of interoffice transport consistent with the usage in the FCC's UNE Remand Order, that includes dark fiber, DS1, DS3, OCn levels and shared transport?</i>	Yes	Unknown	§8.1
Issue 23. <i>Should BellSouth provide nondiscriminatory access to operations support systems ("OSS") and should the parties utilize a definition of OSS consistent with the FCC's UNE Remand Order?</i>	Yes	Unknown	§17.2
Issue 24. <i>Should BellSouth be required to provide specific installation intervals in the agreement for EELs and each type of interoffice transport?</i>	Yes	Unknown	§8.4
Issue 25. <i>Should BellSouth be compelled to establish geographically-deaveraged rates for NRCs and recurring charges for all UNEs?</i>	Yes	Unknown	§2.1.2
Issue 26. <i>Should BellSouth be required to establish TELRIC-based rates for the UNEs, including the new UNEs, required by the UNE Remand Order?</i>	Yes	Unknown	§§1.8, 2.1
Issue 27. <i>Should both parties be allowed to establish their own local calling areas and assign numbers for local use anywhere within such areas, consistent with applicable law?</i>	Yes	Unknown	§§1.2, 1.9 and 1.10.1

Issue 28. <i>In the event that e.spire chooses multiple tandem access ("MTA"), must e.spire establish points of interconnection at all BellSouth access tandems where e.spire's NXXs are "homed"?</i>	No	Yes	§§1.2, 1.9
Issue 29. <i>Should language concerning local tandem interconnection be simplified to exclude, among other things, the requirement to designate a "home" local tandem for each assigned NPA/NXX and the requirement to establish points of interconnection to BellSouth access tandems within the LATA on which e.spire has NPA/NXXs "homed"?</i>	Yes	No	§1.10.1
Issue 30. <i>Should CPN/PLU/PIU be the exclusive means used to identify the jurisdictional nature of traffic under the agreement?</i>	Yes	No	§§6.2, 6.3, 6.4
Issue 31. <i>Should all references to BellSouth's Standard Percent Local Use Reporting Platform be deleted?</i>	Yes	No	§6.3
Issue 32. <i>Should specific language be included precluding IXCs from using "transit" arrangements to route traffic to e.spire?</i>	No	Unknown	§6.9

Issue 33. <i>How should the parties compensate each other for interconnection of their respective frame relay networks?</i>	Same compensation mechanism that applies to circuit-switched services should apply to packet-switched services	Unknown	§§7.5.5, 7.6, 7.8 and 7.9.1
Issue 34. <i>Should BellSouth's rates for frame relay interconnection be established at TELRIC?</i>	Yes	Unknown	§§7.5.5, 7.6., 7.8 and 7.9
Issue 35. <i>Should BellSouth be required to establish prescribed intervals for installation of interconnection trunks?</i>	Yes	Unknown	§2.7
Issue 36. <i>Should the charges and the terms and conditions set forth in e.spire's tariff govern the establishment of interconnecting trunk groups between BellSouth and e.spire?</i>	Yes	No	§2.3
Issue 37. <i>For two-way trunking, should the parties be compensated on a pro rata basis?</i>	Yes	No	§2.3
Issue 38. <i>Should e.spire be permitted the options of running copper entrance facilities to its BellSouth collocation space in addition to fiber?</i>	Yes	No	§5.2
Issue 39. <i>Should e.spire be required to pay a subsequent Application Fee to BellSouth for installation of co-carrier cross connects even when e.spire pays a certified vendor to actually perform the work?</i>	No	Yes	§5.6.1

Issue 40. <i>Should BellSouth be required to respond to all e.spire applications for physical collocation space within 45 calendar days of submission?</i>	Yes	No	§6.2
Issue 41. <i>When BellSouth responds to an e.spire application for physical collocation by offering to provide less space than requested, or space configured differently than requested, should such a response be treated as a denial of the application sufficient to entitle e.spire to conduct a central office tour?</i>	Yes	No	§6.2
Issue 42. <i>Should the prescribed intervals for response to collocation requests be shortened from the BellSouth standard proposal?</i>	Yes	No	§§6.2, 6.4
Issue 43. <i>Should BellSouth be permitted to extend its collocation intervals simply because e.spire's changes its application request?</i>	No	Yes	§6.3
Issue 44. <i>Should the prescribed intervals for completion of physical collocation space be shortened from the BellSouth standard proposal?</i>	Yes	No	§6.4
Issue 45. <i>Should BellSouth be permitted to impose non-recurring charges on e.spire when converting existing virtual collocation arrangements to cageless physical collocation?</i>	No	Yes	§6.9

Issue 46. <i>Should BellSouth be permitted to place restrictions not reasonably related to safety concerns on e.spire's conversions from virtual to cageless physical collocation arrangements?</i>	No	Yes	§6.9
Issue 47. <i>Should BellSouth permit e.spire to view the rates charged and features available to end users in the customer service record ("CSR").</i>	Yes	No	§2.2.5
Issue 48. <i>Should BellSouth be required to provide flow through of electronic orders and processes at parity?</i>	Yes	Unknown	§2.3.5
Issue 49. <i>Should BellSouth be authorized to impose order cancellation charges?</i>	No	Yes	§3.7
Issue 50. <i>Should BellSouth be required to provide readily available results of UNE pre-testing to e.spire?</i>	Yes	No	§3.15
Issue 51. <i>Should BellSouth be permitted to impose order expedite surcharges when it refuses to pay a late installation penalty for the same UNEs?</i>	No	Yes	§3.20
Issue 52. <i>Should BellSouth be required to adopt intervals of 4 hours (electronic orders) and 24 hours (manual orders) for the return of firm order commitments ("FOCs")?</i>	Yes	No	§3.22

Issue 53. <i>Should BellSouth be required to adopt a prescribed interval for "reject/error" messages?</i>	Yes	No	§3.23
Issue 54. <i>Should BellSouth be required to establish a single point of contact ("SPOC") for e.spire's ordering and provisioning, e.g., furnishing the name, address, telephone numbers and e-mail links of knowledgeable employee that can assist e.spire in its ordering and provisioning, along with appropriate fall-back contacts?</i>	Yes	Unknown	§3.2.1
Issue 55. <i>Should BellSouth be required to adopt the "Texas Plan" of performance penalties for failure to provide service at parity?</i>	Yes	No	Att. 9 App. E
Issue 56. <i>Should BellSouth be required to establish a new performance measurement metric for the provisioning of frame relay connections?</i>	Yes	Unknown	Att. 9 App. F
Issue 57. <i>Should BellSouth be required to establish a new performance metric for the provisioning of EELs?</i>	Yes	No	Att. 9 App. F
Issue 58. <i>Should BellSouth be required to provide an electronic feed sufficient to enable e.spire to confirm that directory listings of its customers have actually been included in the databases utilized by BellSouth?</i>	Yes	No	§3(i)

Issue 59. <i>Should BellSouth and BellSouth and BellSouth Advertising and Publishing Corporation (BAPCO) be required to coordinate to establish a process whereby INP-to-LNP conversions do not require a directory listing change?</i>	Yes	No	§3(k)
Issue 60. <i>Should BAPCO be required to permit e.spire to review gallery proofs of directories eight weeks and two weeks prior to publishing, and coordinate changes to listings based on those proofs?</i>	Yes	No	§3(j)
Issue 61. <i>Should BAPCO be required to deliver 100 copies of each new directory book to an e.spire dedicated location?</i>	Yes	No	§3(l)
Issue 62. <i>Should BAPCO's liability for errors or omissions be limited to \$1 per error or omission?</i>	No	Yes	§5(a)
Issue 63. <i>Should BAPCO's liability in e.spire customer contracts and tariffs be limited?</i>	No	Yes	§5(b)