

AUSLEY & McMULLEN

ATTORNEYS AND COUNSELORS AT LAW

227 SOUTH CALHOUN STREET
P.O. BOX 391 (ZIP 32302)
TALLAHASSEE, FLORIDA 32301
(850) 224-9115 FAX (850) 222-7560

March 8, 2001

BY HAND DELIVERY

Ms. Blanca S. Bayó, Director
Division of Records and Reporting
Florida Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee, Florida 32399-0850

010302-TP

Re: Petition of ALLTEL Communications, Inc. for arbitration with BellSouth Telecommunications, Inc. pursuant to Sec. 252 of the Telecommunications Act of 1996 respecting an Interconnection Agreement.


Dear Ms. Bayó:

Enclosed for filing on behalf of ALLTEL Communications, Inc. are the original and fifteen (15) copies of its Petition for Arbitration. We are also submitting the Petition and Exhibits B and C on a 3.5" high-density diskette using Microsoft Word 97 format, Rich Text.

Please acknowledge receipt and filing of the above by stamping the duplicate copy of this letter and returning the same to this writer.

Thank you for your assistance in this matter.

Sincerely,


J. Jeffrey Wahlen

Enclosures

cc: All parties of record

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DOCUMENT NUMBER-DATE

03006 MAR-8 2001

FPSC-RECORDS/REPORTING

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re:)
)
Petition of ALLTEL Communications, Inc.) Filed: March 8, 2001
for arbitration with BellSouth Telecommuni-) Docket No.: _____
cations, Inc. pursuant to Sec. 252 of the)
Telecommunications Act of 1996 respecting)
an Interconnection Agreement)
_____)

PETITION FOR ARBITRATION

ALLTEL Communications, Inc., formerly known as ALLTEL Long Distance, Inc., ("ALLTEL") through its undersigned counsel, hereby petitions the Florida Public Service Commission ("Commission"), pursuant to the terms and conditions of an existing interconnection agreement (the "Existing Interconnection Agreement") with BellSouth Telecommunications, Inc. ("BellSouth") and pursuant to §252 of the federal Telecommunications Act of 1996 (the "Act"), to resolve certain open issues through arbitration. Said issues have arisen in negotiations between ALLTEL and BellSouth regarding the terms and conditions of a new interconnection agreement ("Follow-on Agreement") between ALLTEL and BellSouth to become effective upon the expiration of the Existing Interconnection Agreement. In support of this petition, ALLTEL would respectfully show as follows:

1. ALLTEL is a Delaware corporation, is certificated to provide local telecommunications services in the State of Florida and is a telecommunications carrier within the meaning of 47 U.S.C. §251 and §252. As such, ALLTEL is subject to the Commission's jurisdiction.

2. All pleadings, motions, orders, notices and other papers filed or served in this docket should be sent to ALLTEL at the following address:

Stephen T. Refsell
Vice President – Law
ALLTEL Corporate Services, Inc.
One Allied Drive
Little Rock, AR 72202

J. Jeffry Wahlen
Ausley & McMullen
P. O. Box 391 (32302)
227 S. Calhoun St. (32301)
Tallahassee, FL

3. BellSouth is a Georgia corporation, is certificated to provide local exchange telecommunications services within certain service areas in the State of Florida and is an incumbent local exchange carrier ("ILEC") within the meaning of 47 U.S.C. §251 and 252. As such, BellSouth is subject to the Commission's jurisdiction.

4. ALLTEL and BellSouth are parties to the Existing Interconnection Agreement originally effective on July 23, 1997 and approved by the Commission in Docket No. 971017-TP by Order No. PSC-97-1461-FOF-TP issued November 20, 1997. The expiration date of the Existing Interconnection Agreement was thereafter extended by agreement of the Parties until September 1, 1999. The Parties have continued to provide and receive services under the terms and conditions of the Existing Interconnection Agreement and a related Interim Agreement, which was executed by the parties to be effective as of June 27, 2000, pending final determination of the terms and conditions of a Follow-on Agreement by negotiation or arbitration.

5. By letter sent by BellSouth on September 19, 2000 and received by ALLTEL on September 20, 2000, (attached hereto and incorporated herein by reference as "Exhibit A") BellSouth gave ALLTEL notice as to the commencement of negotiations pursuant to Section 2.2 of the Existing

Interconnection Agreement for new terms, conditions and prices of a Follow-on Agreement to take effect as of the expiration of the Existing Interconnection Agreement.

6. The parties have engaged in such negotiations and, as of the date of this Petition for Arbitration, have reached agreement as to many, but not all, issues.

7. Attached hereto and incorporated herein by reference as "Exhibit B" is a list of unresolved issues. Exhibit B sets forth (a) an identifying number and title related to each unresolved issue, (b) a contract section reference which identifies the section or sections of the General Terms and Conditions ("GT&C") or related Attachments ("Att. [No.]") of draft Follow-on Agreement language proposed by ALLTEL or BellSouth with respect to each unresolved issue, and (c) a summary statement as to the respective positions of the parties regarding each of the unresolved issues. It should be noted that the 18 currently unresolved Issues are not numbered consecutively (e.g., the "first" unresolved issue is Issue 3) as the parties at one time had 42 consecutively numbered unresolved issues, many of which have now been resolved.

8. Attached hereto and incorporated herein by reference as "Exhibit C" is a proposed draft of the contract language proposed by each party with respect to resolving each of the open issues.

9. ALLTEL's substantial interests will be affected by the Commission's determination on this petition, because the Commission's decision will determine certain terms and conditions of the Follow-on Agreement. The disputed issues of

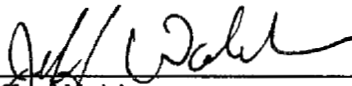
fact and law are set forth in Exhibits B and C hereto. ALLTEL is entitled to relief under Sections 251 and 252 of the Act.

10. ALLTEL respectfully requests the Commission to:
 - (a) arbitrate the open issues identified in this petition in accordance with 47 U.S.C. §§251 and 252;
 - (b) adopt the position of ALLTEL as to each unresolved issue;
 - (c) require the parties to enter into a Follow-on Agreement with an effective date as of the expiration of the Existing Interconnection Agreement that includes all of the terms, conditions, prices and contract language agreed to during negotiations and adopts the specific terms, conditions, prices and contract language proposed by ALLTEL as to all disputed points; and
 - (d) order the parties to file on a date certain the Follow-on Agreement between ALLTEL and BellSouth incorporating the Commission's decision as described above, for approval by the Commission pursuant to 47 U.S.C. §252(e).

Respectfully submitted this 8th day of March, 2001.

ALLTEL Communications, Inc.
Stephen T. Refsell
Vice President - Law
ALLTEL Corporate Services, Inc.
One Allied Drive
Little Rock, AR 72202
501-905-5637 (Telephone)
501-905-5489 (Fax)

and



J. Jeffrey Wahlen
Ausley & McMullen
Post Office Box 391
Tallahassee, FL 32302

or
227 South Calhoun
Tallahassee, FL 32301
Telephone: (850) 425-5471
Facsimile: (850) 222-7560
jwahlen@ausley.com

Attorneys for ALLTEL Communications,
Inc.

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true copy of the foregoing has been furnished by U. S. Mail or hand delivery (*) this 8th day of March, 2001, to the following:

Division of Legal Services *
Florida Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee, FL 32399-0850

BellSouth Telecommunications, Inc. *
Ms. Nancy B. White
c/o Nancy H. Sims
150 South Monroe Street, Suite 400
Tallahassee, FL 32301-1556



Attorney

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re:)
)
Petition of ALLTEL Communications, Inc.)
for arbitration with BellSouth Telecommuni-)
cations, Inc. pursuant to Sec. 252 of the)
Telecommunications Act of 1996 respecting)
an Interconnection Agreement)
_____)

NOTICE OF COMMENCEMENT OF NEGOTIATIONS



BellSouth Interconnection Services

675 West Peachtree Street, NW
Room 14591
Atlanta, Georgia 30375

Shelley P. Walls
(404) 927-7511
Fax: (404) 529-7839

September 19, 2000

VIA OVERNIGHT MAIL

Jayne Eve
Staff Manager - Interconnection Services
ALLTEL Communications, Inc.
236 West Center Avenue
P.O. Box 689
Mooresville, NC 28115

RE: Request that ALLTEL Communications, Inc. engage in negotiations with BellSouth Telecommunications, Inc. pursuant to Section 251(c)(1) of the Telecommunications Act of 1996 and Section 2.2 of the Interconnection Agreement Between ALLTEL Communications, Inc. and BellSouth Telecommunications, Inc.

Dear Ms. Eve:

On June 13, 1997, BellSouth Telecommunications, Inc. ("BellSouth") and ALLTEL Communications, Inc. (ALLTEL) entered into an Interconnection Agreement for North Carolina. On July 23, 1997, BellSouth Telecommunications, Inc. ("BellSouth") and ALLTEL Communications, Inc. (ALLTEL) entered into an Interconnection Agreement for Florida. The expiration date for those Agreements were September 1, 1999.

Pursuant to Section 2.2 of the Agreements and in compliance with Section 251(c)(1) of the Communications Act of 1934, as amended ("Act"), BellSouth is hereby documenting the need for negotiations between ALLTEL Communications, Inc. and BellSouth. With this letter, good-faith negotiations shall officially commence between BellSouth and ALLTEL Communications, Inc. to enter into a new Interconnection Agreement for North Carolina. Negotiations for a new Interconnection Agreement for Florida. Pursuant to ALLTEL's request, negotiations for an initial Interconnection Agreement in Louisiana shall officially commence on September 29.

This letter is intended to fulfill BellSouth's notification obligation set forth in the Agreements. BellSouth looks forward to working with ALLTEL in reaching mutually agreeable Agreements. Should you have questions regarding this letter, please do not hesitate to call me.

Sincerely,

Shelley P. Walls
Manager, Interconnection Services

cc: Jerry Hendrix, BellSouth
Stephen Klimacek, BellSouth
Sandra Cetti, BellSouth
Larry Thaxton, BellSouth
Angela Williams, BellSouth

Exhibit A

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re:)
)
Petition of ALLTEL Communications, Inc.)
for arbitration with BellSouth Telecommuni-)
cations, Inc. pursuant to Sec. 252 of the)
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**UNRESOLVED ARBITRATION ISSUES
BETWEEN ALLTEL AND BELLSOUTH IN FLORIDA**

Exhibit B: Unresolved Arbitration Issues between ALLTEL and BellSouth in Florida

Issue No. and Title	Contract Ref.	ALLTEL's Position	BELLSOUTH's Position
3) Parity language:	GT&C, Section 7	ALLTEL proposes 3 additional clauses: BST to provide (1) UNEs in a manner so as not to prevent compliance with PSC requirements, (2) parity in number portability provisioning, and (3) resale provisioning in a manner so as not to prevent ALLTEL from providing customer service in parity with BST.	BST opposes all three additional clauses. The Act does not require BST to provide ALLTEL with service at levels greater than it provides to its own end users, nor is BST responsible for whether ALLTEL meets its service requirements.
4) Directory Listings: White Page Verification List	GT&C, Section 13.2.2	Proposes language for obtaining white page verification list.	Not appropriate for Agreement.
5) Directory Listings: Customer Guide Pages	GT&C, Section 13.2.3 & 13.2.4.1	Proposes language for obtaining customer guide pages	Not appropriate for Agreement.
6) Directory Listings: Additional Directory Books	GT&C, Section 13.2.4.2	Proposes language for purchasing directory books in bulk.	Not appropriate for Agreement.
8) Directory Listings: Posting Directory Listings	GT&C, Section 13.3.1	Proposes language for directory listings to be posted on a secure web-site to allow for periodic verification.	Not appropriate for Agreement.
9) Directory Listings: Notice of Publication Schedule	GT&C, Section 9	Proposes BST continue current agreed upon practice of providing ALLTEL reasonable prior notice of directory publication schedule	Not appropriate for Agreement.
13a) Modification of Agreement Timeline Restriction	GT&C, Section 24.1	Disagrees that BST has the right to restrict the opt-in language set forth in the Act.	Proposes language which places timeline restrictions on CLEC ability to opt-in to another CLECs agreement.
13b) Modification of Agreement Pick & choose	GT&C, Section 24.1	BST should not be able to limit ALLTEL's ability to pick and choose provisions under 252(l).	Proposes additional language that limits the terms & conditions of pick and choose.
14a) MFN Effective Date	GT&C, Section 24.7	Proposes language that sets forth terms for the effective date of the MFN.	Disagrees and believes ALLTEL is trying to extend its pick and choose rights.
17) Order Coordination-Time Specific	ATT. 2, Section 2.1.6	Proposes to maintain current language that waives the nonrecurring charge if the time specific cut is missed.	Disagrees. Proposal constitutes improper liquidated damage.

Issue No. and Title	Contract Ref.	ALLTEL's Position	BELLSOUTH's Position
18) Interval on Multiple Trouble Tickets	ATT. 2, Section 2.1.15	Agrees with delayed maintenance status however, sole responsibility to find problem should not be just ALLTEL but both parties should be work cooperatively to isolate within the BST network and resolve.	Proposes delayed maintenance status for 24 hours while ALLTEL performs further testing.
23) Enhanced Extended Loops "EELs"	ATT. 2, Section 5.3	Proposes to utilize the GA PSC-ordered language that allows EEL combinations to be offered regardless of whether such EELs are currently combined for a particular customer at a particular location.	Disagrees, BST is offering EELs only to the extent that the facility is "Currently Combined" to a particular customer at a specific location in Zone Density 1. No new EEL combinations would be allowed in any states, except in GA, where BST was ordered to offer.
24) Special Access Conversions to EELs	ATT. 2, Section 5.3.7.1	Proposes conversion certification letter will be maintained on file and not mailed/sent to BST causing additional paper flow. Proposes to add in electronic LSR remarks field indicating which conversion option chosen.	Disagrees. Unable to accept info. in the remarks field.
25) Conversions with Extraordinary Circumstances	ATT. 2, Section 5.3.7.2	Proposes that ALLTEL may petition either the FCC or the state commission for a waiver of the designated options.	Disagrees, the FCC's EEL Order specified that waiver requests were to go through the FCC only.
34) Access Card Security System	ATT. 4, Sect. 5.6.2	Proposes to continue current contract language (Sect. 11.6), which requires utilization of an access card security system.	Disagrees. BST is not obligated to install specific types of security arrangements upon ALLTEL's demand.
37a) Virtual to Physical Collocation Transition	ATT. 4, Section 6.13	Proposes to allow ALLTEL to obtain a security escort when security issues arise for VC to PC transition in-place.	Disagrees. BST should be able to secure its own equipment and its discretion where to locate collocations.
37b) Downtime for Virtual to Physical Conversions	ATT. 4, Section 6.13	Maximum "downtime" for completing the VC to PC transition should be less than 15 calendar days.	Disagrees. BST proposes 30 day freeze on orders.
39) Provisioning Intervals	ATT. 6, Section 3.9	ALLTEL proposes to insert into the Interconnection Agreement the BST provisioning intervals for resale and unbundled network elements currently found in BellSouth's Products and Services Interval Guide, Issue 3, July 2000.	Disagrees. There is no requirement and BST needs flexibility to change these intervals.

Issue No. and Title	Contract Ref.	ALLTEL's Position	BELLSOUTH's Position
40) Effective Date of Performance Measurements and Enforcement Mechanisms	ATT. 9, Section 4.2	Proposes that the Effective Date of Att. 9 Performance Measures and Enforcement Mechanism should become effective concurrently with the Interconnection Agreement.	The Effective Date of Attachment 9 should be after the FCC has issued an order granting intraLATA toll authority to BST under Section 271 of the Act.
42) Enforcement Mechanism Measure	ATT. 9, All Sections including 4.5.3	All references to the term "quarter" should be deleted. Consecutive months of noncompliance are not required to be within a given quarter.	This issue should be referred to the generic performance measurements docket.

\\ausley_law_2\vol1\data\jhw\arbitration exhibit b.doc

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

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Petition of ALLTEL Communications, Inc.)
for arbitration with BellSouth Telecommuni-)
cations, Inc. pursuant to Sec. 252 of the)
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**CONTRACT LANGUAGE PROPOSALS
REGARDING UNRESOLVED ISSUES**

Exhibit C: Contract Language Proposals Regarding Unresolved Issues

Issue 3 – GT&C. Section 7 Parity:

7. Parity

When ALLTEL purchases, pursuant to Attachment 1 of this Agreement, telecommunications services from BellSouth for the purposes of resale to end users, BellSouth shall provide said services so that the services are equal in quality, subject to the same conditions, and provided within the same provisioning time intervals that BellSouth provides to its affiliates, subsidiaries and end users. **In connection with such resale, BellSouth will provide ALLTEL with pre-ordering, ordering, maintenance and trouble reporting, and daily usage data functionality in a manner which will not prevent ALLTEL from providing levels of customer service to ALLTEL's local exchange customers in parity with levels BellSouth provides to its own end users.** To the extent technically feasible, the quality of a Network Element, as well as the quality of the access to such Network Element provided by BellSouth to ALLTEL shall be at least equal in quality to that which BellSouth provides to itself, its affiliates or any other telecommunications carrier **and in any event in a manner so as not to prevent ALLTEL from providing service to ALLTEL end users in compliance with Commission requirements.** The quality of the interconnection **and number portability** provided ALLTEL between the networks of BellSouth and the network of ALLTEL shall be at a level that is equal to that which BellSouth provides itself, a subsidiary, an Affiliate, or any other party. The interconnection facilities shall be designed to meet the same technical criteria and service standards that are used within BellSouth's network and shall extend to a consideration of service quality as perceived by end users and service quality as perceived by ALLTEL.

[Language in **BOLD** is proposed by **ALLTEL** and disputed by BellSouth.]

Issue 4 – GT&C, Section 13.2.2 White Page Verification List:

13.2.2 At least sixty (60) calendar days prior to the business office close date for a particular directory, BellSouth will provide ALLTEL a verification list of ALLTEL's subscriber listings, as such listings are to appear in the directory. The verification list will also include Directory Delivery Address (DDA) information for each ALLTEL end user and will be provided in a paper or an agreed upon electronic format. ALLTEL will review this verification list and will submit to BellSouth any necessary additions, deletions or modifications within thirty (30) calendar days from receipt of the list from BellSouth. BellSouth will not release the book for publication until all ALLTEL modifications are completed to ALLTEL's satisfaction.

Issue 5 – GT&C, Section 13.2.3 Customer Guide Pages:

13.2.3 At its option, ALLTEL may purchase additional Customer Guide Pages in the informational section of the BellSouth White Pages directory covering the geographic area(s) it is serving. These pages will be in alphabetical order with other local service providers and will be no different in style, size, color and format than BellSouth information pages. Sixty (60) calendar days prior to the directory close date, ALLTEL will provide to BellSouth the information page(s) in camera ready format.

13.2.4.1 BellSouth shall make available additional Customer Guide pages per section 13.2.3 above for ALLTEL's exclusive use and BellSouth may assess a \$500.00 per-page annual rate.

Issue 6 – GT&C, Section 13.2.4.2 Directory Books:

13.2.4.2 BellSouth shall make available, at ALLTEL's option, when ordered in bulk, directory books for any areas where ALLTEL provides local service and BellSouth will assess a \$xx.xx per book charge when delivered in bulk to ALLTEL.

Issue 8 – GT&C, Section 13.3.1 Posting of Directory Listings:

13.3.1 BellSouth will post ALLTEL's directory listings as such listings are to appear in the directory and update daily to a secure website for ALLTEL's on-line viewing.

Issue 9 – GT&C, Section 13.9 Directory Listings Publication Schedule:

13.9 Publication Schedule. BellSouth will provide to ALLTEL the directory close dates for the calendar year for all areas where ALLTEL is providing local service. Updates to this schedule will be provided in a timely manner as they occur but not less than ninety (90) calendar days prior to publication.

[Language in **BOLD** is proposed by **ALLTEL** and disputed by BellSouth.]

Issue 13a – GT&C. Section 24.1 Modification Timeline Restriction:

Issue 13b – GT&C. Section 24.1 Limits on “Pick and Choose”:

24.1 BellSouth shall to the extent required by law make available to ALLTEL, pursuant to 47 USC § 252 and the FCC rules and regulations regarding such availability, to ALLTEL any interconnection, service, or network element provided under any other agreement filed and approved pursuant to 47 USC § 252.

BellSouth Proposal:

BellSouth shall make available, pursuant to 47 USC § 252 and the FCC rules and regulations regarding such availability, to ALLTEL any interconnection, service, or network element provided under any other agreement filed and approved pursuant to 47 USC § 252, provided a minimum of six months remains on the term of such Agreement. The Parties shall adopt all rates, terms and conditions concerning such other interconnection, service or network element and any other rates, terms and conditions that are legitimately related to or were negotiated in exchange for or in conjunction with the interconnection, service or network element being adopted. The adopted interconnection, service, or network element and agreement shall apply to the same states as such other agreement. The term of the adopted agreement or provisions shall expire on the same date as set forth in the agreement which was adopted.

Issue 14a – GT&C. Section 24.7 Effective Date of MFN Terms and Conditions:

24.7 If, as a result of any proceeding or filing before any Court, State Commission, or the Federal Communications Commission, voluntary agreement or arbitration proceeding pursuant to the Act or pursuant to any applicable state law, BellSouth becomes obligated to provide Services and Elements, whether or not presently covered by this Agreement, to a third party at rates or on terms and conditions more favorable to such third party than the applicable provisions of this Agreement, ALLTEL shall have the option to substitute such more favorable rates, terms, and conditions for the relevant provisions of this Agreement and such substituted rates, terms or conditions shall be deemed to have been effective under this Agreement as of the effective date of the third parties' provisions.

[Language in **BOLD** is proposed by ALLTEL; double underlined is proposed by BellSouth.]

Issue 17 – Attachment 2, Section 2.1.6 Order Coordination – Time Specific:

2.1.6 “Order Coordination – Time Specific” (or “OC-TS”) refers to service order coordination in which ALLTEL requests a specific time for a service order conversion to take place. BellSouth will make every effort to accommodate ALLTEL’s specific conversion time request. However, BellSouth reserves the right to negotiate with ALLTEL a conversion time based on load and force availability when necessary. Loops on a single service order of 14 or more loops will be provisioned on a project basis. This is a chargeable option for any coordinated order and is billed in addition to the OC charge. ALLTEL may specify a time between 9:00 a.m. and 4:00 p.m. (location time) Monday through Friday (excluding holidays). If ALLTEL specifies a time outside this window, or selects a time or quantity of loops that requires BellSouth technicians to work outside normal work hours, overtime charges will apply in addition to the OC and OC-TS charges. Overtime charges will be applied according to actual costs based on type of force group required to perform the work, overtime hours worked and any special circumstances. **BellSouth shall charge ALLTEL an additional charge for orders with OC-TS only if the conversion occurs within one hour of the time specified on the order. If BellSouth is not available or not ready within thirty (30) minutes of the specified time, the Parties will reschedule and BellSouth will waive the OC-TS additional nonrecurring charge for such OC-TS work whenever it is performed pursuant to an agreed-upon rescheduling.**

BellSouth Proposal:

BellSouth shall charge ALLTEL for orders with OC-TS only if the conversion appointment is met pursuant to the relevant state commission-approved service quality measurements or as provided for in attachment 9 and incorporated herein by this reference. In the event that an appointment must be rescheduled to another day, BellSouth will charge ALLTEL the OC-TS nonrecurring charge when the OC-TS work is performed. OCTS is a single per LSR charge and therefore is not subject to multiple non-recurring OCTS charges.

Issue 18 – Attachment 2, Section 2.1.15 Intervals on Multiple Trouble Tickets:

2.1.15 ALLTEL will be responsible for testing and isolating troubles on the loops. Once ALLTEL has isolated a trouble to the BellSouth provided loop, ALLTEL will issue a trouble to BellSouth on the loop. BellSouth will take the actions necessary to repair the loop if a trouble actually exists. BellSouth will repair these loops in the same time frames that BellSouth repairs similarly situated loops to its customers. **If no trouble is found by BellSouth and where a trouble is intermittent, ALLTEL may request BellSouth to place the ticket in delayed maintenance status for 24 hours while ALLTEL performs further testing. If, after 24 hours, ALLTEL has not contacted BellSouth to authorize the acceptance of the loop, BellSouth will close the ticket. However, if additional testing results in the isolation of a trouble in the BellSouth network, BellSouth will reopen the ticket and take the appropriate actions necessary to repair the loop to meet the technical standards of TR73600 for the type of loop being repaired.**

[Language in **BOLD** is proposed by ALLTEL; double underlined is proposed by BellSouth.]

Issue 23 – Attachment 2, Section 5.3 Enhanced Extended Loops “EELs”:

5.3.3 BellSouth shall provide EEL combinations to ALLTEL regardless of whether or not such EELs are Currently Combined.

BellSouth Proposal:

BellSouth shall make available to ALLTEL those EEL combinations described in Section 5.3.4 below only to the extent such combinations are Currently Combined. Furthermore, BellSouth will make available EEL combinations to ALLTEL in density Zone 1, as defined in 47 C.F.R. 69.123 as of January 1, 1999, in the Atlanta, GA; Miami, FL; Orlando, FL; Ft. Lauderdale, FL; Charlotte-Gastonia-Rock Hill, NC; Greensboro-Winston Salem-High Point, NC; Nashville, TN; and New Orleans, LA, MSAs regardless of whether or not such EELs are Currently Combined. Except as stated above, EELs will be provided to ALLTEL only to the extent such network elements are Currently Combined.

5.3.8 Rates

5.3.8.1 The non-recurring and recurring rates for the EEL Combinations of network elements set forth in 5.3.4 whether Currently Combined or new, are as set forth in Exhibit D of this Amendment.

BellSouth Proposal:

Subject to Section 5.3.2 and 5.3.3 preceding, the non-recurring and recurring rates for the Currently Combined EEL combinations set forth in Section 5.3.4 and other Currently Combined network elements will be the sum of the recurring rates for the individual network elements plus a non recurring charge set forth in Exhibit D of this Attachment.

5.3.8.2 On an interim basis, for combinations of loop and transport network elements not set forth in Section 5.3.4, where the elements are not Currently Combined but are ordinarily combined in BellSouth’s network, the non-recurring and recurring charges for such UNE combinations shall be the sum of the stand-alone non-recurring and recurring charges of the network elements which make up the combination. These interim rates shall be subject to true-up based on the Commission’s review of BellSouth’s cost studies.

5.3.8.3 To the extent that ALLTEL seeks to obtain other combinations of network elements that BellSouth ordinarily combines in its network which have not been specifically priced by the Commission when purchased in combined form, ALLTEL, at its option, can request that such rates be determined pursuant to the Bona Fide Request/New Business Request (NBR) process set forth in this Agreement.

5.4 Other Network Element Combinations

5.4.1.1 BellSouth shall make available to ALLTEL, in accordance with Section 5.4.2.1 below: (1) combinations of network elements other than EELs that are Currently Combined; and (2) combinations of network elements other than EELs that are not Currently Combined but that BellSouth ordinarily combines in its network.

BellSouth Proposal:

BellSouth shall make available to ALLTEL, in accordance with Section 5.4.2.2 below, combinations of network elements other than EELs only to the extent such combinations are Currently Combined.

5.4.2 Rates

5.4.2.1 The non-recurring and recurring rates for Other Network Element combinations, whether Currently Combined or new, are as set forth in Exhibit D of this Attachment.

BellSouth Proposal:

The non-recurring and recurring rates for the Other Network Element Combinations that are Currently Combined will be the sum of the recurring rates for the individual network elements plus a non recurring charge set forth in Exhibit D of this Attachment.

5.4.2.1.1 On an interim basis, for Other Network Element combinations where the elements are not Currently Combined but are ordinarily combined in BellSouth's network, the non-recurring and recurring charges for such UNE combinations shall be the sum of the stand-alone non-recurring and recurring charges of the network elements which make up the combination. These interim rates shall be subject to true-up based on the Commission's review of BellSouth's cost studies.

5.4.2.1.2 To the extent that ALLTEL seeks to obtain other combinations of network elements that BellSouth ordinarily combines in its network which have not been specifically priced by the Commission when purchased in combined form, ALLTEL, at its option, can request that such rates be determined pursuant to the Bona Fide Request/New Business Request (NBR) process set forth in this Agreement.

Issue 24 – Attachment 2, Section 5.3.7.1 Special Access Conversion to EELs:

5.3.7.1 ALLTEL may not convert special access services to combinations of loop and transport network elements, whether or not ALLTEL self-provides its entrance facilities (or obtains entrance facilities from a third party), unless ALLTEL uses the combination to provide a significant amount of local exchange service, in addition to exchange access service, to a particular customer. To the extent ALLTEL requests to convert any special access services to combinations of loop and transport network elements at UNE prices, ALLTEL shall **document [provide]** in a letter certifying that ALLTEL is providing a significant amount of local exchange service (as described in this Section) over such combinations. The certification letter **will be maintained on file by ALLTEL, the conversion option placed in the remarks field on the LSR and the letter shall [also]** indicate under what local usage option ALLTEL seeks to qualify for conversion of special access circuits. ALLTEL shall be deemed to be providing a significant amount of local exchange service over such combinations if one of the following options is met.

[Language in **BOLD** is proposed by ALLTEL; double underlined is proposed by BellSouth.]

Issue 25 – Attachment 2. Section 5.3.7.2 Waiver Petition for Conversion:

5.3.7.2 In addition, there may be extraordinary circumstances where ALLTEL is providing a significant amount of local exchange service, but does not qualify under any of the three options set forth in Section 5.3.7.1. In such case, ALLTEL may petition the FCC **or the state commission** for a waiver of the local usage options set forth above. If a waiver is granted, then upon ALLTEL's request the Parties shall amend this Agreement to the extent necessary to incorporate the terms of such waiver for such extraordinary circumstance.

Issue 34 – Attachment 4. Section 5.6.2 Access Card Security System:

5.6.2 **If the area where collocation is located does not have an access card security system, BellSouth will install such a system. The access card system shall have a database which tracks and reports entrance and exit.** If surveillance is recorded on videotape, upon request from ALLTEL's security department for the purposes of investigating an incident within the Premises affecting ALLTEL's space or equipment, BellSouth will provide access to such videotapes. This information will be made available to ALLTEL within 5 days upon request to BellSouth.

[Language in **BOLD** is proposed by **ALLTEL**; double underlined is proposed by BellSouth.]

Issue 37a – Att. 4, Section 6.13 Virtual to Physical Collocation Transition:

Issue 37b – Att. 4, Section 6.13 Downtime for VC to PC Conversions:

- 6.13 Virtual to Physical Collocation Transition. In the event physical Collocation Space was previously denied at a location due to technical reasons or space limitations, and that physical Collocation Space has subsequently become available, ALLTEL may relocate 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, as outlined in the appropriate BellSouth tariffs. In the event that BellSouth knows when additional space for physical collocation may become available at the location requested by ALLTEL, such information will be provided to ALLTEL in BellSouth's written denial of physical collocation. To the extent that (i) physical Collocation Space becomes available to ALLTEL within 180 calendar days of BellSouth's written denial of ALLTEL's request for physical collocation, (ii) BellSouth had knowledge that the space was going to become available, and (iii) ALLTEL was not informed in the written denial that physical Collocation Space would become available within such 180 calendar days, then ALLTEL may transition its virtual collocation arrangement to a physical collocation arrangement and will receive a credit for any nonrecurring charges previously paid for such virtual collocation. ALLTEL must arrange with a BellSouth Certified Supplier for the relocation of equipment from its virtual Collocation Space to its physical Collocation Space and will bear the cost of such relocation. ALLTEL may request the conversion of any existing virtual collocation arrangements to physical collocation arrangements. BellSouth will authorize the conversion of virtual collocation arrangements to physical collocation arrangements without requiring the relocation of the virtual arrangement where there are no extenuating circumstances or technical reasons that would cause the arrangement to become a safety hazard within the Premises or otherwise being in conformance with the terms and conditions of this Attachment and where (1) there is no change to the arrangement; and (2) the conversion of the virtual arrangement would not cause the arrangement to be located in the area of the Premises reserved for BellSouth's forecast of future growth; and (3) due to the location of the virtual collocation arrangement, the conversion of said arrangement to a physical arrangement would not impact BellSouth's ability to secure its own facilities . **If denial of the in-place conversion is for BellSouth security reasons, at its option, ALLTEL can request a security escort during all visits so the in-place conversion can then occur.** Notwithstanding the foregoing, if the BellSouth Premises is at or nearing space exhaust, BellSouth may authorize the conversion of the virtual arrangement to a physical arrangement even though BellSouth could no longer secure its own facilities. **The maximum amount of time that ALLTEL agrees to suspend order activity in that Premise so that BellSouth can convert the equipment in their systems is 15 calendar days.**

[Language in **BOLD** is proposed by ALLTEL; double underlined is proposed by BellSouth.]

Issue 39 – Att. 6. Section 3.9 Intervals:

3.9 Provisioning Intervals. The Parties have agreed to the provisioning intervals for Resale and Unbundled Network Elements as shown in Attachment 6, Exhibit A - BellSouth Products & Services Interval Guide, Issue 3, July, 2000 as stated or any shorter intervals as BellSouth may provide. The FOC interval would be as stated or as required by Attachment 9 Performance Measurements.

Issue 40 – Att. 9. Performance Mechanisms Effective Date:

Issue 42 – Att. 9. Performance Mechanisms Period for Noncompliance:

4.2 Effective Date

The enforcement mechanisms set forth in this section shall only become effective upon an effective FCC order, which has not been stayed, authorizing BellSouth to provide interLATA telecommunications services under section 271 of the Act within a particular state and shall only apply to BellSouth's performance in any state in which the FCC has granted BellSouth interLATA authority.

4.5.3 Tier-3 Enforcement Mechanisms will be triggered by BellSouth's failure to achieve Enforcement Measurement Compliance or Enforcement Measurement Benchmarks for a State for given Enforcement Measurement Elements for three consecutive months in a given calendar quarter. The method of calculation for specified submeasures is identical to the method of calculation for Tier-2 Enforcement Mechanisms as described above. The specific submeasures which are the mechanism for triggering and removing a Tier-3 Enforcement Mechanisms are described in more detail in Exhibit D.

[Language in **BOLD** is proposed by **ALLTEL**; double underlined is proposed by BellSouth.]

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