

JAMES MEZA III
Attorney

BellSouth Telecommunications, Inc.
150 South Monroe Street
Room 400
Tallahassee, Florida 32301
(305) 347-5561

July 12, 2001

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


Re: Docket No. 001797-TP (Covad Arbitration)

Dear Ms. Bayó:

Enclosed is Late-Filed Hearing Exhibits Nos. 29, 33 and 39, which we ask that you file in the captioned docket.

A copy of this letter is enclosed. Please mark it to indicate that the original was filed and return the copy to me. Copies have been served to the parties shown on the attached Certificate of Service.

Sincerely,


James Meza III (KA)

cc: All Parties of Record
Marshall M. Criser III
R. Douglas Lackey
Nancy B. White

DOCUMENT NUMBER-DATE
08543 JUL 12 01
FPSC RECORDS/REPORTING

CERTIFICATE OF SERVICE
Docket No. 001797-TP

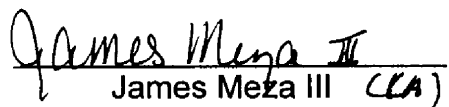
I HEREBY CERTIFY that a true and correct copy of the foregoing was served via

Federal Express this 12th day of July, 2001 to the following:

Felicia Banks
Staff Counsel
Florida Public Service
Commission
Division of Legal Services
2540 Shumard Oak Boulevard
Tallahassee, FL 32399-0850
fbanks@psc.state.fl.us

Covad Communications Company
Ms. Catherine F. Boone (+)
10 Glenlake Parkway
Suite 650
Atlanta, GA 30328-3495
Tel. No. (678) 222--3469
Fax. No. (240) 525-5673
cboone@covad.com
Atty. for Covad

Joseph A. McGlothlin (+)
Vicki Gordon Kaufman (+)
McWhirter Reeves McGlothlin Davidson
Decker Kaufman Arnold & Steen, P.A.
117 South Gadsden Street
Tallahassee, Florida 32301
Tel. No. (850) 222-2525
Fax. No. (850) 222-5606
Atty. for Covad
Jmcglothlin@mac-law.com
vkaufman@mac-law.com


James Meza III (CA)

(+) Signed Protective Agreement

REQUEST: Please provide the collocation work times for the Account Team Collocation Coordinator (ATCC) and Interexchange Network Access Coordinator(INAC).

RESPONSE: Below is support information for the collocation work times for the Account Team Collocation Coordinator (ATCC) and Interexchange Network Access Coordinator(INAC).

ATCC – Account Team Collocation Coordinator – 11 Hours

Initial receipt and review - Three hours

- Initial review of an application in order to validate integrity of data (e.g., power request closely matches equipment power drain) and discussion with applicant
- Explanation of application contents and its impact to the overall project with applicant
- Includes any clarification of application information necessary for the interdepartmental coordinators

Review of Physical Collocation Agreement - Two hours

- Review of applicant's specific terms, conditions and rates for physical collocation
- Clarification of physical agreement terms and conditions for evaluation of their impact specific to the project
- Identification of impacting terms and conditions to interdepartmental coordinators (for example, unique time frames)

Processing of Application - Two hours

- Identify Interdepartmental coordinators by name, address, office telephone number and fax telephone number specific to selected location
- Assign a reference number
- Request service order issuance for establishing a Billing Account Number (BAN)
- Process application payment to BellSouth billing center
- Prepare and distribute cover list and identify any critical concerns relating to the particular application. For example, the CLEC may truly desire significantly more power than required with the current application and noting this will speed up review process.
- Review the application determining final acceptance of a Bona Fide Application (include correct prepaid fee, correct listing of equipment data, wiring requirements, signatures, etc.)
- Assemble the Bona Fide Application Package for distribution to the Interdepartmental Coordinators
- Update Master data base for corporate compliance reporting

Gathering Response Data - Two hours

- Respond to questions from the Interdepartmental Coordinators and review the responses for clarification. For example, because of the variety of physical collocation agreements in effect, the ATCC will still need to verify the response provided by the interdepartmental team matches the terms of the CLEC's agreement.

RESPONSE: (Cont'd)

Preparation and Distribution of Response - Two hours

- Update response information from the Interdepartmental Coordinators and prepare a response for the customer
- Review of terms, conditions and rates and translation of Interdepartmental response data into written contract commitments
- Prepare written response and cover letter
- Determine expiration date to place Bona Fide Firm Order
- Assemble response package (including cover letter, response, BSTEI-1-P forms for placing Bona Fide Firm Order, listings of BellSouth Certified Vendors)

Interexchange Network Access Coordinator (INAC)- 20 hours

- Receive and evaluate inquiry
- Contact Area provisioning team, if required
- Initiate & facilitate follow-up planning meetings with Area work groups & customer, if required
- Work with the Area team to develop the plan, establish tentative schedules and identify major construction items that will affect critical dates
- Serve as technical consultant to Area Provisioning team, Account Team coordinator and customer for identification and resolution of issues
- Interface with Regulatory and Collocation Project Team for policy development and issue resolution
- Receive inquiry response data from Area team
- Analyze data and determine project schedule and evaluate cost data for reasonableness
- Resolve Network issues
- Review response data and notify Account Team Coordinator that inquiry is complete

PROVIDED BY: W. Bernard Shell
 Manager
 BellSouth Telecommunications Inc.
 675 W. Peachtree Street N.E.
 Atlanta, Georgia 30375

BellSouth Telecommunications, Inc.
FPSC Docket 001797-TP
Thomas G. Williams'
Late Filed Exhibit 33

REQUEST: Please provide pictures to illustrate the Splitter and the Bantam Test Jack.

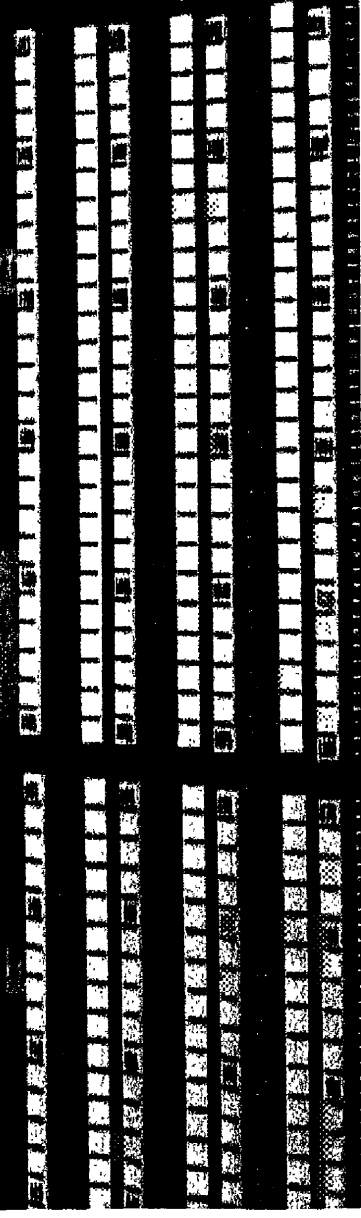
RESPONSE: See the attached.

PROVIDED BY: Thomas G. Williams
Manager
BellSouth Telecommunications, Inc.
3535 Colonnade Parkway
Birmingham, Alabama 35243

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LINE SHARE SPLITTER
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SIECOR

CENTRAL OFFICE SPLITTER

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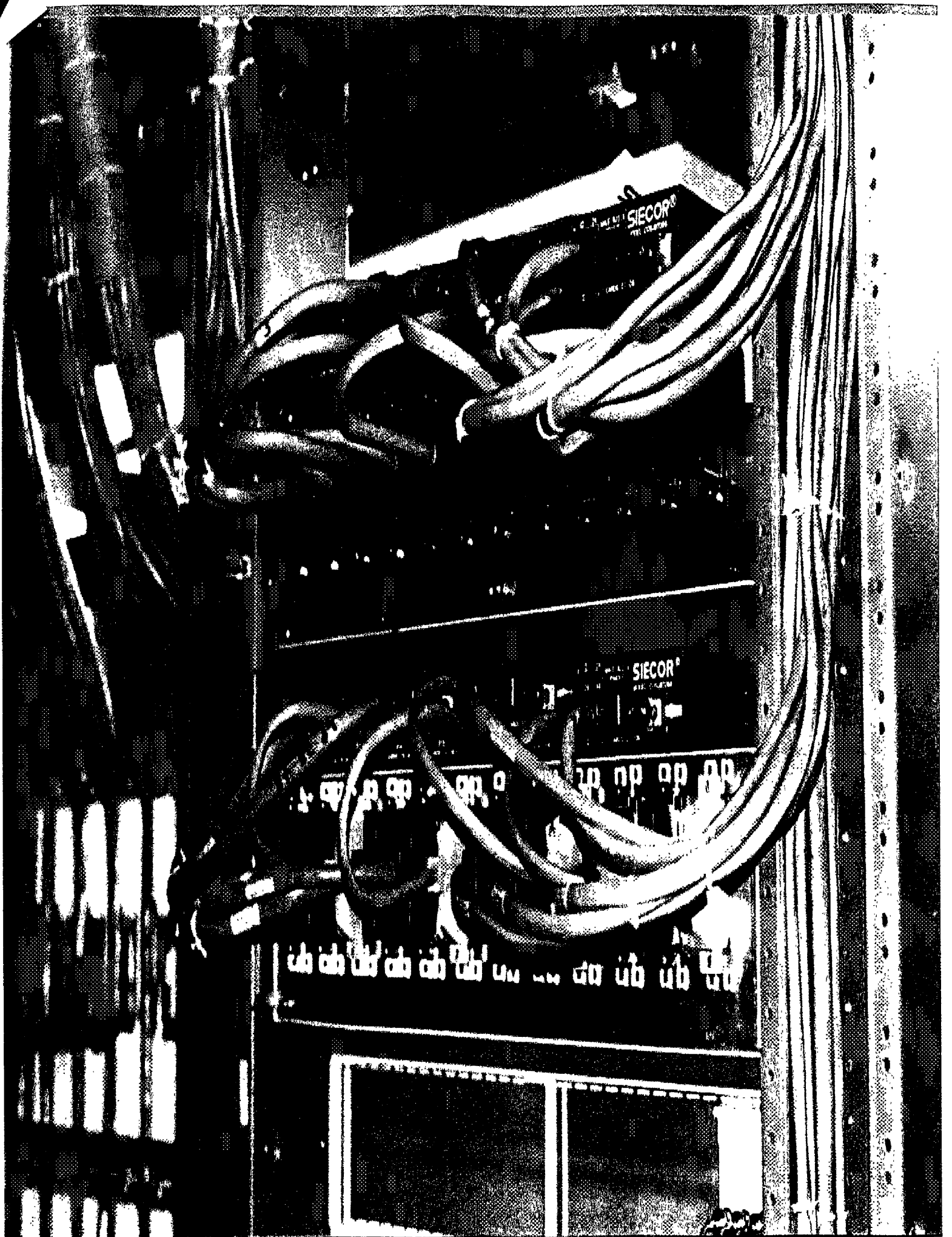
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**Petition for Interconnection Arbitration By DIECA Communications, Inc.
d/b/a Covad Communications Company Against BellSouth
Telecommunications, Inc.
Docket No. 001797-TP
Late-Filed Hearing Exhibit No. 39**

Issue 1:

BellSouth's Proposed Language

2.9.3 Liability Cap

- 2.9.3.1** With respect to any claim or suit, whether based in contract, tort or any other theory of legal liability, by Covad, any Covad 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 Covad, and Covad customer or any other person or entity shall not be subject to such limitation of liability when such claims result from the 1) gross negligence or willful misconduct (including intentional torts) of BellSouth; or 2) BellSouth's refusal to comply with the terms of this Agreement, provided that BellSouth's actions or inactions based upon a reasonable and good-faith interpretation of the terms of this Agreement shall not be deemed a refusal to comply. In addition, nothing in this section shall be interpreted to limit the remedies, if any, provided for in Attachment XX of this Agreement.
- 2.9.3.2** 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 Covad 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, Covad'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 shall not be subject to such limitation of liability when such claims result from the 1) gross negligence or willful misconduct (including intentional torts) of Covad; or 2) Covad's refusal to comply with the terms of this Agreement, provided that Covad's actions or inactions of this Agreement shall not be deemed a refusal to comply. In addition, nothing in this section shall be interpreted to limit the remedies, if any, provided for in Attachment XX of this Agreement.

Covad's Proposed Language

8.3.1 Liability Cap

8.3.2 With respect to any claim or suit, whether based in contract, tort or any other theory of legal liability, by Covad, any Covad 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 from the gross negligence or willful misconduct of BellSouth and claims for damages by Covad 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.

8.3.3 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 Covad 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, Covad'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 from the gross negligence or willful misconduct of Covad and claims for damages by BellSouth resulting from the failure of Covad 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.

Issue 2:

This issue has been resolved by the parties.

Issue 3:

This issue has been resolved by the parties.

Issue 4:

This issue has been resolved by the parties.

Issue 5(a):**BellSouth's Proposed Language**

2.1.7 Where facilities are available, BellSouth will install loops according to the BellSouth Interval Guide. For orders of 14 or more 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 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 Covad, expedite charges will apply for intervals less than 5 days. The charges outlined in BellSouth's FCC #1 Tariff, Section 5.1.1, will apply. If Covad cancels an order for network elements and other services, any costs incurred by BellSouth in conjunction with the provisioning of that order will be recovered in accordance with FCC #1 Tariff, Section 5.4.

Covad's Proposed Language

2.1.7 BellSouth will install loops within a 3 business day interval from receipt of a complete and correct Local Service Request ("LSR"). For orders of 14 or more loops at the same address, the installation will be handled on a project basis and the intervals will be set by the BellSouth project manager for that order. Some 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 Covad, expedite charges will apply for intervals less than 3 days. The charges outlined in BellSouth's FCC #1 Tariff, Section 5.1.1, will apply.

Issue 5(b):

BellSouth's Proposed Language

- 2.1.17.7.5 The Universal Digital Channel (UDC) shall be provisioned by BellSouth in compliance with BellSouth's Interval Guide.

Covad's Proposed Language

- 2.1.17.7.5 The Universal Digital Channel (UDC) shall be provisioned by BellSouth in 5 business days from the date the Local Service Request is submitted.

Issue 5(c):

BellSouth's Proposed Language

- 2.2.1 Subject to applicable and effective FCC rules and orders, BellSouth shall condition loops, as requested by DIECA, whether or not BellSouth offers advanced services to the End User on that loop. BellSouth shall deliver a conditioned loop within 14 business days.
- 2.2.3 BellSouth shall recover the cost of line conditioning requested by Covad through a recurring charge and/or nonrecurring charge(s) in accordance with the FCC's forward-looking pricing principles promulgated pursuant to section 252 (d) (1) of the Act and in compliance with FCC Rule 52.507 (e).

Covad's Proposed Language

- 2.2.1 Subject to applicable and effective FCC rules and orders, BellSouth shall condition loops, as requested by Covad, whether or not BellSouth offers advanced services to the End User on that loop. BellSouth shall deliver a conditioned loop within 5 business days.
- 2.2.3 Charges for conditioning a loop, if any, will be determined by the each state public service commission.

Issue 6:

BellSouth's Proposed Language

2.1.7 Where facilities are available, BellSouth will install loops according to the BellSouth Interval Guide. For orders of 14 or more 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 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 Covad, expedite charges will apply for intervals less than 5 days. The charges outlined in BellSouth's FCC #1 Tariff, Section 5.1.1, will apply. If Covad cancels an order for network elements and other services, any costs incurred by BellSouth in conjunction with the provisioning of that order will be recovered in accordance with FCC #1 Tariff, Section 5.4.

Covad's Proposed Language

2.1.7 BellSouth will install loops within a 3 business day interval. For orders of 14 or more loops at the same address, the installation will be handled on a project basis and the intervals will be set by the BellSouth project manager for that order. Some 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 Covad, expedite charges will apply for intervals less than 5 days. The charges outlined in BellSouth's FCC #1 Tariff, Section 5.1.1, will apply. If Covad cancels an order for network elements and other services, any costs incurred by BellSouth in conjunction with the provisioning of that order will be recovered in accordance with FCC #1 Tariff, Section 5.4. Likewise, if BellSouth alters or cancels a Covad order for network elements or service, any costs incurred by Covad in conjunction with work on that order will be recovered at the same rate as BellSouth.

Issue 7(a):

BellSouth's Proposed Language

BellSouth will participate in joint acceptance testing on UCL-ND and Covad shall be billed at the following rates: Basic Per Half Hour - \$78.92; Overtime Per Half Hour - \$102.99; Premium Per Half Hour - \$127.04; Additional Basic Per Half Hour - \$23.33; Additional Overtime Per Half Hour - \$30.31; Additional Premium Per Half Hour - \$37.28.

Covad's Proposed Language

BellSouth will participate in joint acceptance testing on the UCL-ND for \$40. If BellSouth delivers UCL-ND loops on time that are functional 90% of the time, Covad will pay for the Joint Acceptance Testing. If BellSouth does not deliver UCL-ND loops that are functional on time 90% of the time, BellSouth pays for the Joint Acceptance Testing.

Issue 7(b):

BellSouth's Proposed Language

The Loop shall be provided to Covad in accordance with BellSouth's TR73600 Unbundled Local Loop Technical Specification and applicable industry standard technical references.

Covad's Proposed Language

The Loop shall be provided to Covad in accordance with BellSouth's TR73600 Unbundled Local Loop Technical Specification and applicable industry standard technical references in place at the time of execution of this Agreement.

Issue 8:

BellSouth's Proposed Language

- 2.9.3.1 Covad will be responsible for testing and isolating troubles on the loops. Once Covad has isolated a trouble to the BellSouth provided loop, Covad 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.
- 2.9.3.2 If Covad reports a trouble on SL1 loops and no trouble actually exists, BellSouth will charge Covad for any dispatching and testing (both inside and outside the CO) required by BellSouth in order to confirm the loop's working status.
- 2.9.3.3 If Covad reports a trouble on SL2 loops and no trouble actually exists, BellSouth will charge Covad for any dispatching and testing, (outside the CO) required by BellSouth in order to confirm the loop's working status.

Covad's Proposed Language

2.9.3.4 Covad will be responsible for testing and isolating troubles on the loops. Once Covad has isolated a trouble to the BellSouth provided loop, Covad will issue a trouble to BellSouth on the loop. BellSouth will take the actions necessary to repair the loop on the first trouble ticket opened. BellSouth will repair these loops in the same time frames that BellSouth repairs similarly situated loops to its customers.

Issue 9:

This issue has been resolved by the parties.

Issue 10 (a):

This issue was decided in the UNE Pricing Docket.

Issue 10 (b):

This issue was decided in the UNE Pricing Docket.

Issue 11(a):

BellSouth's Proposed Language

OPERATIONAL SUPPORT SYSTEMS	AL, GA, LA, MS, NC, SC	TN	FL, KY
OSS LSR charge, per LSR received from the CLEC by one of the OSS interactive interfaces	\$3.50 SOMEK	N/A	\$3.50 SOMEK
Incremental charge per LSR received from the CLEC by means other than one of the OSS interactive interfaces	See applicable rate element	See applicable rate element	\$19.99 SOMAN

Issue 11(b):

BellSouth's Proposed Language

OPERATIONAL SUPPORT SYSTEMS	AL, GA, LA, MS, NC, SC	TN	FL, KY
OSS LSR charge, per LSR received from the CLEC by one of the OSS interactive interfaces	\$3.50 SOMEK	N/A	\$3.50 SOMEK
Incremental charge per LSR received from the CLEC by means other than one of the OSS interactive interfaces	See applicable rate element	See applicable rate element	\$19.99 SOMAN

Covad's Proposed Language for Issue 11(a) and 11(b)

For network elements and service for which BellSouth makes available an electronic ordering mechanism, Covad shall pay the manual ordering charge when it submits a manual order, unless Covad submitted the manual order when the electronic systems were non functional for any reason. For network elements and services for which BellSouth does not make available an electronic ordering mechanism, Covad shall pay the electronic ordering rate for all manually submitted orders.

Issue 12:

BellSouth's Proposed Language

2.9.3 Cancellation OSS Charge

Covad will incur an OSS charge for an accepted LSR that is later canceled by Covad .

Note: Supplements or clarifications to a previously billed LSR will not incur another OSS charge.

Covad's Proposed Language

2.9.3 Covad will incur an OSS charge for an accepted LSR that is later canceled by Covad , except when BellSouth does not deliver the loop in less than five (5) business days.

Note: Supplements or clarifications to a previously billed LSR will not incur another OSS charge.

Issue 13:

This issue has been resolved by the parties.

Issue 14:

This issue has been resolved by the parties.

Issue 15:

This issue has been resolved by the parties.

Issue 16:

BellSouth's Proposed Language

- 2.4 BellSouth will install the splitter in (1) a common area close to the Covad collocation area, if possible; or (2) in a BellSouth relay rack as close to the Covad DS0 termination point as possible. For purposes of this section, a common area is defined as an area in the central office in which both Parties have access to a common test access point. BellSouth will cross-connect the splitter data ports to a specified Covad DS0 at such time that a Covad end user's service is established.

Covad's Proposed Language:

- 2.4 BellSouth will install the splitter in (i) on the Main Distribution Frame or (ii) on a relay rack within 25 feet of the Main Distribution Frame. Irrespective of where BellSouth places the splitter, Covad shall only be charged for one tie cable, placing two cross connections and removing one cross connection. BellSouth will cross-connect the splitter data ports to a specified Covad DS0 at such time that a Covad end user's service is established.

Issue 17:

This issue has been resolved by the parties.

Issue 18:

BellSouth's Proposed Language:

BellSouth will provide Covad with access to the high frequency spectrum of the unbundled loop as follows:

- 2.11.1 For 1-5 lines at the same address within three (3) business days from BellSouth's issuance of a FOC; 6-10 lines at the same address within 5 business days from BellSouth's issuance of a FOC; and more than 10 lines at the same address is to be negotiated.

Covad's Proposed Language:

BellSouth will provide Covad with access to the high frequency spectrum of the unbundled loop as follows:

- 2.11.1 For thirty days following the Order in this docket, 1-5 lines at the same address within three (3) business days from the receipt of Covad's LSR.
- 2.11.2 For the period from 30 to 60 days following the Order in this docket, 1-5 lines at the same address within two (2) business days from the receipt of Covad's LSR.
- 2.11.3 For the period 60 days after the Order in this docket, for 1-5 lines at the same address within twenty-four (24) hours from the receipt of a complete and correct Covad LSR.
- 2.11.4 Any order for more than 5 lines at the same address will be negotiated.

Issue 19:

Deleted. Issue 19 is now issue 11(b).

Issue 20:

This issue has been resolved by the parties.

Issue 21:

BellSouth's Proposed Language

- 2.11.2.3 BellSouth shall provide Covad the status of manually submitted LSRs for end user line sharing orders through the PON Report on the CLEC Operations Website at <https://clec.bellsouth.com>.

Status shall include FOC Sent, Pending, Cancelled, In Clarification, or Rejected. A description of these statuses can be found on this

website. This is a secure website. Passwords can be obtained from your account team.

DLEC TAFI or report the trouble to the BellSouth CWINS Center. The For LSRs submitted through an electronic interface (EDI, TAG, LENS, RoboTAG), the following responses will be returned to Covad electronically: FOCs, Completion Notices, Errors/Clarifications, Pending Order Status, Jeopardies, e.g. (missed appointments. Covad may view CSRs through LENS.

Covad may determine the status of its line sharing end user service orders through CSOTS (CLEC Service Order Tracking System). The service order statuses are described in the Pending Order Status Job Aid located on the web at http://www.interconnection.bellsouth.com/markets/lec/oss_info.html Passwords for CSOTS can be obtained from the account team.

Covad may determine the status of its COSMOS/SWITCH work order for its line sharing end user orders through the COSMOS/SWITCH Line Sharing Report. These reports will provide the telephone number, CLLI code, cable and pair, splitter assignment, status and service order number if pending. The reports also provide a summary including spare pairs, working pairs, working pairs pending disconnect, spare pairs pending connect, working pairs pending disconnect also pending connect, and defective pairs. The COSMOS/SWITCH report will be in a form that enables Covad to download it into an excel-type spreadsheet format. When Covad has received a Firm Order Confirmation ("FOC") on an order and the CSOTS system also shows that order as complete, but the order does not appear on the COSMOS/SWITCH report, Covad shall check to see if BellSouth has provided a jeopardy or clarification notification via the PON Status Report. If there are no outstanding clarifications or jeopardies, Covad shall enter a trouble report through DLEC Tafi or report troubles to the BellSouth CWINS center. The COSMOS/SWITCH report will be updated five times a week.

Covad's Proposed Language

Covad accepts the BellSouth language and additionally proposes the following:

Additionally, BellSouth shall provide Covad will a daily report by email of line sharing orders on which the cross connection work has actually been completed the day before. When BellSouth and

Covad agree that this report is no longer necessary, the parties may agree to suspend it.

Issue 22:

BellSouth's Proposed Language

2.11.2.15 BellSouth shall test the data portion of the loop to insure the continuity of the wiring for Covad's data using a LSVT test-set for both the provisioning and maintenance of a loop. This test shall be performed from the Covad designated tie cable pair (which is connected to Covad 's DSLAM) to the main distribution frame (MDF) where the customer's cable pair leaves the BellSouth central office. This process with be implemented unless, and until, Covad and BellSouth mutually agree on another process. If BellSouth delivers a line shared loop that is not properly wired by BellSouth, BellSouth shall adjust the monthly recurring charge to reflect the day that the line shared loop was placed in service.

Covad's Proposed Language

BellSouth shall test the data portion of the loop to insure the continuity of the wiring for Covad's data using a LSVT test-set for both the provisioning and maintenance of a loop. This test shall be performed from the Covad designated tie cable pair (which is connected to Covad's DSLAM) to the main distribution frame (MDF) where the customer's cable pair leaves the BellSouth central office. For repair and maintenance, BellSouth will use the Sunset test set to work cooperatively with Covad to isolate and resolve trouble tickets. This process with be implemented unless, and until, Covad and BellSouth mutually agree on another process. This process with be implemented unless, and until, Covad and BellSouth mutually agree on another process. If BellSouth delivers a line shared loop that is not properly wired by BellSouth, BellSouth shall adjust the monthly recurring charge to reflect the day that the line shared loop was placed in service.

Issue 23:

BellSouth's Proposed Language

2.11.1.4 BellSouth will provide a test jack, installed at the splitter, which will allow Covad to test its loop from the splitter to the NID. If there is a problem with the loop, Covad will issue a trouble ticket and BellSouth will repair the loop if it is necessary.

Covad's Proposed Language

2.11.1.4 Covad shall have access to the points of interconnection of the line inside the central office for test purposes, irrespective of where the Splitter is placed in the BellSouth premises.

Issue 24:

BellSouth's Proposed Language

Line Sharing	USOC	Rate
System Splitter - 96 Line Capacity		
Recurring – Per month	ULSDA	\$100.00
Non-Recurring - 1st	ULSDA	\$150.00
Non-Recurring - Additional	ULSDA	\$0.00
Non-Recurring - Disconnect	ULSDA	\$150.00
System Splitter - 24 Line Capacity		
Recurring – Per month	ULSDB	\$25.00
Non-Recurring - 1st	ULSDB	\$150.00
Non-Recurring - Additional	ULSDB	\$0.00
Non-Recurring - Disconnect	ULSDB	\$150.00
Loop Capacity, Line Activation Per Occurrence		
Recurring – Per Month	ULSDC	\$6.00
Non-Recurring - 1st	ULSDC	\$40.00
Non-Recurring - Additional	ULSDC	\$22.00

Covad's Proposed Language

BELLSOUTH RATE ELEMENT	UNBUNDLED NETWORK ELEMENT	RECURRING / NONRECURRING	BELLSOUTH PROPOSED PRICES	COVAD CORRECTIONS TO BST-PROPOSED PRICE	COVAD PROPOSED PRICE
	LINE SHARING HOME RUN COPPER				
NA	High Bandwith Portion of Loop	RECURRING	\$0.00	NA	\$0.00
J.4.1	BellSouth-Owned				

	Splitter, 96-line	RECURRING NRC	\$201.46 \$377.72	\$89.11 \$0.00	\$85.44 See Notes 1, 2
J.4.2	BellSouth-Owned Splitter, 24-line	RECURRING NRC	\$50.37 \$377.72	\$22.28 \$0.00	\$21.36 See Notes 1, 2
NA	BellSouth-Owned Splitter, 8-line block	RECURRING NRC	NA NA	NA NA	\$7.12 See Notes 1, 2
NA	Covad-Owned Splitter in BellSouth space, 24-Line Shelf	RECURRING NRC	NA NA	NA NA	\$9.60 \$22.23 (note 2)
NA	Covad-Owned Splitter in BellSouth	RECURRING NRC	NA NA	NA NA	\$0.80 \$2.08 (Note 2)
J.4.6	Covad-Owned Splitter in Covad collocation space – "per LSOD"	NRC	\$115.29	\$0.00	NA
J.4.7	Covad-Owned Splitter in Covad collocation space – "per occurrence of 24 lines"	NRC	\$57.72	\$0.00	NA
J.4.3	Per-Line Activation	RECURRING NRC	No permanent rate (Note 3) \$32.07	No permanent rate (Note 3) \$12.00	No permanent rate (Note 3) \$11.17
J.4.4	"Per subsequent activity per rearrangement:	NRC	\$32.78	\$0.00 (Note 4)	NA
	<u>FIBER-FED</u>	RECURRING	NA	NA	See Note 5

Note 1 Installation costs for BellSouth-owned splitters are included in Covad's proposed recurring costs. The tie cable price in the Covad Interconnection Agreement should be multiplied by the Relevant number of tie cables to obtain a total price for the number of tie cable required to efficiently provision each

Note 2 Line-sharing arrangement

Note 3 BellSouth and Covad have agreed on an interim recurring price of \$0.61 for this element. Pursuant to the agreement, BellSouth will not seek to establish permanent prices for this rate element until the line sharing OSS upgrades are fully commercially available

Note 4 The Commission should reject this unexplained and unsupported element. If the Commission makes any use of BellSouth's study, it should reduce BellSouth's proposed price by at least 50%

Note 5 The Commission should establish a docket to consider costs and prices for the elements necessary to provide DSL over fiber

Issue 25:

BellSouth's Proposed Language

4.3.2 Upon termination of such occupancy, Covad at its expense shall remove its equipment and other property from the Collocation Space. Covad shall have thirty (30) calendar days from the termination date to complete such removal, including the removal of all equipment and facilities of Covad's Guests; provided, however, that Covad shall

continue payment of monthly fees to BellSouth until such date as Covad has fully vacated the Collocation Space. Should Covad or Covad's Guest fail to vacate the Collocation Space within thirty (30) calendar days from the termination date, BellSouth shall have the right to remove the equipment and other property of Covad or Covad's Guest at Covad's expense and with no liability for damage or injury to Covad or Covad's Guest's property unless caused by the gross negligence or intentional misconduct of BellSouth. Upon termination of Covad's right to occupy Collocation Space, Covad shall surrender such Collocation Space to BellSouth in the same condition as when first occupied by Covad except for ordinary wear and tear, unless otherwise agreed to by the Parties. When Covad gives notice of termination of a collocation arrangement, BellSouth shall alert all CLECs on the waiting list for collocation space, if any, that prepared space is becoming available. Covad shall be responsible for the cost of removing any enclosure, together with all support structures (e.g., racking, conduits), at the termination of occupancy and restoring the grounds to their original condition.

Covad's Proposed Language

- 4.3.2 Upon termination of such occupancy, Covad at its expense shall remove its equipment and other property from the Collocation Space. Covad shall have thirty (30) calendar days from the termination date to complete such removal, including the removal of all equipment and facilities of Covad's Guests; provided, however, that Covad shall continue payment of monthly fees to BellSouth until such date as Covad has fully vacated the Collocation Space. Should Covad or Covad's Guest fail to vacate the Collocation Space within thirty (30) calendar days from the termination date, BellSouth shall have the right to remove the equipment and other property of Covad or Covad's Guest at Covad's expense and with no liability for damage or injury to Covad or Covad's Guest's property unless caused by the gross negligence or intentional misconduct of BellSouth. Upon termination of Covad's right to occupy Collocation Space, Covad shall surrender such Collocation Space to BellSouth in the same condition as when first occupied by Covad except for ordinary wear and tear, unless otherwise agreed to by the Parties. When Covad gives notice of termination of a collocation arrangement, BellSouth shall alert the first CLEC on the waiting list for collocation space, if any, that prepared space is becoming available so that Covad and the CLEC on the waiting may discuss transfer of space as already prepared. If BellSouth is able to place another CLEC in the vacated Covad space, Covad shall not be required to return the space to its original condition. Covad shall be responsible for the cost of removing any enclosure,

together with all support structures (e.g., racking, conduits), at the termination of occupancy and restoring the grounds to their original condition. If BellSouth is able to rent the vacated collocation space within six months, Covad shall be reimbursed for the pro rata share of the collocation space preparation it paid

Issue 26:

This issue has been resolved by the parties.

Issue 27:

This issue has been resolved by the parties.

Issue 28:

This issue has been resolved by the parties.

Issue 29:

BellSouth's Proposal

See BellSouth Collocation cost study.

Covad's Proposal

Incorporate task time reductions recommended by Covad's Witness Riolo and reduce remaining rates by a reasonable percentage for interim rates, subject to true-up after the conclusion of the generic cost docket on collocation.

Issue 30:

BellSouth's Proposed Language

2.5.8 BellSouth will resolve facility jeopardizes at intervals that BellSouth resolves such facility shortages for itself, its affiliates or any other CLEC. However, BellSouth strives to correct facility shortages within 30 days of the recognition of such shortage.

Covad's Proposed Language

2.5.8 BellSouth shall resolved pending facilities issues in the following intervals: For bad/nonfunctional pairs, BellSouth shall resolve the issue within 7 business days; For facilities problems that require new construction, BellSouth shall resolve the issue within 30 business days; for all other types of facilities problems, BellSouth shall resolve them in the same

amount of time that BellSouth resolves similar problems on its retail POTS lines. If BellSouth cannot meet these intervals, BellSouth shall notify Covad and provide an explanation for why the interval cannot be met and will further provide an estimated completion date for the loop.

Issue 31:

BellSouth's Proposed Language

- 1.41 **Bill Date:** BellSouth shall send to Covad within ten (10) business days of the bill date the entire bill in electronic and paper form, unless otherwise agreed by the parties. If both the electronic and paper form of the bill are not sent to Covad within ten (10) business days of the bill date, Covad shall only be obligated to pay that bill within thirty (30) days of receipt of the bill. The bill will be due thirty days after the receipt of whichever copy of the bill arrives later.
- 1.5 **Payment Due.** The payment will be due on or before the next bill date (i.e., same date in the following month as the bill date) and is payable in immediately available funds. Payment is considered to have been made when received by BellSouth.

If the payment due date falls on a Sunday or on a Holiday which is observed on a Monday, the payment due date shall be the first non-Holiday day following such Sunday or Holiday. If the payment due date falls on a Saturday or on a Holiday which is observed on Tuesday, Wednesday, Thursday, or Friday, the payment due date shall be the last non-Holiday day preceding such Saturday or Holiday. If payment is not received by the payment due date, a late payment penalty, as set forth in Section 1.7, below, shall apply.

Covad's Proposed Language

- 1.4 BellSouth shall send to DIECA within ten (10) business days of the bill date the entire bill in electronic and paper form, unless otherwise agreed to by the parties. If both the electronic and paper form of the bill are not sent to DIECA within ten (10) business days of the bill date, DIECA shall only be obligated to pay that bill within thirty (30) days of receipt of the bill. The bill will be due thirty days after the receipt of whichever copy of the bill arrives later.
- 1.5 **Payment Due.** The payment will be due on or before the next bill date (i.e., same date in the following month as the bill date) and is payable in immediately available funds, except as set forth in section 1.4.

If the payment due date falls on a Sunday or on a Holiday which is observed on a Monday, the payment due date shall be the first non-Holiday day following such Sunday or Holiday. If the payment due date falls on a Saturday or on a Holiday which is observed on Tuesday, Wednesday, Thursday, or Friday, the payment due date shall be the last non-Holiday day preceding such Saturday or Holiday. If payment is not received by the payment due date, a late payment penalty, as set forth in Section 1.7, below, shall apply.

Issue 32(a):

BellSouth's Proposed Language

3.2 As set forth in Sections 1.7.1 and 1.7.2 above, BellSouth reserves the right upon thirty (30) days written notice to Covad to suspend or terminate service for nonpayment of undisputed amounts or amounts that were the subject of a Bona Fide Dispute, which has been resolved in BellSouth's favor under Section 3.3.1, or in the event of a prohibited, unlawful or improper use of the facilities or service, abuse of the facilities, or any other violation or noncompliance by Covad of the rules and regulations of BellSouth's Tariffs. For purposes of this Attachment 7, Bona Fide Dispute means a dispute of a specific amount of money actually billed by BellSouth. The dispute must be clearly explained by Covad and supported by written documentation from Covad, which clearly shows the basis for Covad's dispute of the charges. The dispute must be itemized to show the Q account and earning number against which the disputed amount applies. By way of example and not by limitation, a Bona Fide Dispute will not include the refusal to pay all or part of a bill or bills when no written documentation is provided to support the dispute, nor shall a Bona Fide Dispute include the refusal to pay other amounts owed by Covad until the dispute is resolved. Claims by Covad for damages of any kind will not be considered a Bona Fide Dispute for purposes of this Section 3.2. Once the Bona Fide Dispute is processed in accordance with Section 3.3.1, Covad will make immediate payment on any of the disputed amount owed to BellSouth or BellSouth shall have the right to pursue normal collection procedures, including termination or suspension for nonpayment pursuant to Section 1.8 hereof; provided however, BellSouth may not exercise such termination, suspension or other collection procedures (nor refuse to accept new applications or to process pending service orders) during the pendency of the Bona Fide Dispute. Any credits due to Covad, will be applied to Covad's account by BellSouth immediately upon resolution of the dispute. The Bona Fide Dispute provisions are in addition to (and not in lieu of) any remedies available to either party in connection with the dispute and either Party may seek relief from the Commission at any time pertaining thereto. After the process described in 3.3.1 and 3.4, if Covad

continues to refuse to pay an amount resolved by said process in BellSouth's favor, BellSouth would have the right to terminate the service. Covad would also have the right to go to the Commission at that point.

Covad's Proposed Language

- 3.2 As set forth in Sections 1.7.1 and 1.7.2 above, BellSouth reserves the right upon thirty (30) days written notice to Covad to suspend or terminate service for nonpayment of undisputed amounts or amounts that were the subject of a Bona Fide Dispute, which has been resolved in BellSouth's favor under Section 3.3.1, or in the event of a prohibited, unlawful or improper use of the facilities or service, abuse of the facilities, or any other violation or noncompliance by Covad of the rules and regulations of BellSouth's Tariffs. For purposes of this Attachment 7, Bona Fide Dispute means a dispute of a specific amount of money actually billed by BellSouth. A Bone Fide Dispute may also mean that Covad has raised issues with BellSouth about systemic irregularities and inaccuracies on Covad bills. When such systemic problems are identified, BellSouth shall be obligated to review its bills thorough and produce to Covad a revised bills that is free from the systemic errors identified by Covad in writing. Covad shall not be obligated to pay billed items subject to a Bone Fide Dispute. Covad will provide documentation in support of a Bona Fide Dispute within 30 days of notifying BellSouth that a Bona Fide Dispute exists on a bill. Claims by Covad for damages of any kind will not be considered a Bona Fide Dispute for purposes of this Section 3.2. Once the Bona Fide Dispute is processed in accordance with Section 3.3.1, Covad will make immediate payment on any of the disputed amount owed to BellSouth or BellSouth shall have the right to pursue normal collection procedures, including termination or suspension for nonpayment pursuant to Section 1.8 hereof; provided however, BellSouth may not exercise such termination, suspension or other collection procedures (nor refuse to accept new applications or to process pending service orders) during the pendency of the Bona Fide Dispute. Any credits due to Covad, including 1.5% monthly interest on any amounts improperly paid to BellSouth and which are the subject of a Bona Fide Dispute, will be applied to Covad's account by BellSouth immediately upon resolution of the dispute. The Bona Fide Dispute provisions are in addition to (and not in lieu of) any remedies available to either party in connection with the dispute and either Party may seek relief from pursuant to the Dispute Resolution provision of this Agreement.

Issue 32(b):

This issue has been resolved by the parties.

Issue 33:

This issue has been resolved by the parties.

Issue 34:

This issue has been resolved by the parties.

Issue 35:

This issue has been resolved by the parties.