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September 15, 2014

Carlotta Stauffer, Commission Clerk
Office of the Commission Clerk
Florida Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee, FL 32399-0850

Re: Docket No.: 140156-TP: Petition of Communications Authority, Inc. for Section 252(b) Arbitration

Dear Ms. Stauffer:

Enclosed is BellSouth Telecommunications, LLC d/b/a AT&T Florida's Response to the Petition of Communications Authority, Inc. for Section 252(b) Arbitration, which we ask that you file in the captioned docket.

Copies have been served to the Parties shown on the attached Certificate of Service list.

Sincerely,

s/Tracy W. Hatch

Tracy W. Hatch

cc: All Parties of Record
Elise R. McCabe
Brian W. Moore

1114418

CERTIFICATE OF SERVICE
Docket No. 140156-TP

I HEREBY CERTIFY that a true and correct copy of the foregoing was served via Electronic Mail and First Class U.S. Mail this 15th day of September, 2014 to the following:

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s/Tracy W. Hatch
Tracy W. Hatch

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

Re: Petition for Arbitration of Interconnection Agreement Between BellSouth Telecommunications, LLC d/b/a AT&T Florida and Communications Authority, Inc.	)))	Docket 140156-TP Filed September 15, 2014

AT&T FLORIDA'S RESPONSE TO PETITION FOR ARBITRATION

BellSouth Telecommunications, LLC d/b/a AT&T Florida ("AT&T Florida"), by its undersigned counsel and pursuant to Section 252(e)(3) of the Telecommunications Act of 1996 ("1996 Act"), respectfully submits its Response to the Petition for Arbitration filed by Communications Authority, Inc. ("CA").[1]

CA filed its Petition for Arbitration on August 20, 2014. Exhibit B to the Petition, entitled "Unresolved Issues," purported to display, for each matter about which the parties disagreed, AT&T Florida's proposed language for the ICA and CA's competing proposed language. For each instance of competing contract language, Exhibit B purported to identify the issue, and provided "CA comments."

Exhibit B was defective in several ways. Among other things, (i) it inaccurately presented AT&T Florida's proposed language in some instances, and in some of those instances, it therefore did not accurately portray the parties' disagreement; and (ii) the purported "Issues" were not actually issues, *i.e.*, questions framed by the competing contract language; instead, they

[1] In the case caption on its Petition, CA misidentified the Respondent as "AT&T Telecommunications, LLC." There is no such entity.

were assertions of CA's position[2] or mere general topics, that gave no indication what the disagreement was.[3]

In order to depict the disagreements to be resolved by the Commission more accurately, and in a more user-friendly form, AT&T Florida is submitting herewith a Decision Point List ("DPL), in the form that has been used in many previous arbitrations at this Commission and throughout the country. The DPL is arranged as follows:

- In the column on the left, the DPL shows the Issue number, as assigned by CA in its Petition, as well as the section(s) of the ICA in which the disputed language appears. In some instances, the word "**Resolved**" appears in this column. This reflects that AT&T Florida has resolved the issue presented in CA's Petition by accepting CA's proposal.
- The next column shows the "Issue Statement," *i.e.*, the question(s) that are presented by the disputed contract language, drafted by AT&T Florida. AT&T Florida notes, however, that the actual question to be resolved by the Commission is, in all instances, what language should be included in the ICA; the Issue Statements are aids to understanding the significance of the differences between the competing language proposals. In some instances, where the disputed contract language that is the subject of what CA numbered as a single issue reflects more than one disagreement, the DPL shows sub-issues.
- Next, under "AT&T Florida Proposed Language," there appear the pertinent portions of the ICA, with agreed language in normal font and language that AT&T Florida

[2] *E.g.*, "Issue #5a: CA has a right to collocate NEBs-compliant equipment in AT&T Central Offices and should not be charged by AT&T if AT&T performs a redundant 'safety review.'"

[3] *E.g.*, "Issue #1b: CA use of Unbundled Network Elements for use in providing information services."

proposes and CA opposes in **bold underscore**. In some instances, the AT&T Florida Proposed Language differs from the "AT&T Proposed Language" displayed on Exhibit B to CA's Petition, which, as noted above, did not in all instances accurately reflect AT&T Florida's proposed language.

- The next column ("CA Proposed Language") shows CA's proposed language as set forth in Exhibit B to CA's Petition.[4]
- The "AT&T Florida Position Statement" is a brief statement of the basis for AT&T Florida's position that its proposed language should be adopted, and that CA's competing language should be rejected.
- The "CA Position Statement" in the right-hand column is the "CA comments" on each issue as set forth in Exhibit B to CA's Petition.

In addition to the issues set forth in Exhibit B to the Petition, CA also filed an Exhibit C, which the Petition stated "contain[s] pricing issues to be addressed during the arbitration." The DPL submitted herewith includes, as AT&T Issue 92, an issue that encompasses the prices CA's Exhibit C seeks to dispute.[5]

AT&T Florida will fully support in its testimony and briefs the AT&T Florida positions summarized on the DPL submitted herewith. Even at this early stage, however, it is apparent that CA intends to rely in significant part on rhetoric, as opposed to legal argument and reason,

[4] We have of course left CA's proposed language intact. However, CA did not include section numbers in the recitation of "CA proposed language" in Petition Exhibit B. The "CA Proposed Language" in the DPL includes the appropriate section numbers.

[5] In its Petition, CA states (at ¶ 8) that AT&T Florida "failed to negotiate any pricing issues during the course of negotiations." In reality, the prices that AT&T Florida proposes to charge CA are standard prices that AT&T Florida charges all other CLECs in Florida, and they are generally either prices that this Commission has already approved or prices for products or services that are not subject to the pricing standards of the 1996 Act, and that are therefore not subject to mandatory negotiation or to adjustment in this proceeding. Furthermore, CA did not negotiate prices either. Rather, it simply proposed alternative, in many instances dramatically lower prices, without providing any basis for its proposals.

to press its case. Indeed, CA's Exhibit B is replete with characterizations of AT&T Florida's language as "anticompetitive." Such rhetoric should carry no weight. As the Commission will find, the answers to most of the questions presented by the parties' disagreements are found in the language of the 1996 Act and the Federal Communications Commission's regulations and orders. AT&T Florida is confident that the Commission's resolutions of the arbitration issues will be driven first and foremost by this controlling law.

Dated: September 15, 2014

Respectfully submitted,

By: s/Tracy W. Hatch

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ATTACHMENT

DECISION POINT LIST ("DPL")

Issue Nos. and Section Reference(s).	Issue Statements	AT&T Florida Proposed Language	CA Proposed Language	AT&T Florida Position Statement	CA Position Statement
CA Issue 1a: Collo 1.1	Is CA entitled to Physical and Virtual Collocation for the purpose of providing Information Services only?	1.1 This Attachment sets forth the terms and conditions pursuant to which the applicable AT&T-owned Incumbent Local Exchange Carrier (ILEC) will provide Physical and Virtual Collocation pursuant to 47 U.S.C. § 251(c)(6). AT&T-21STATE will provide Collocation arrangements at the rates, terms and conditions set forth herein. Collocation is available to CLEC for the placement of Telecommunications Equipment as provided for in this Attachment solely for the purposes of (i) transmitting and routing Telephone Exchange Service or Exchange Access pursuant to 47 U.S.C. § 251(c)(2) of the Act and applicable effective FCC regulations and judicial rulings, or (ii) obtaining access to AT&T-21STATE's 251(c)(3) Unbundled Network Elements (UNEs) for the purpose of providing Telecommunications Service pursuant to 47 U.S.C. § 251(c)(3) of the Act and effective FCC rules and associated and effective FCC and judicial orders.	1.1 This Attachment sets forth the terms and conditions pursuant to which the applicable AT&T-owned Incumbent Local Exchange Carrier (ILEC) will provide Physical and Virtual Collocation pursuant to 47 U.S.C. § 251(c)(6). AT&T 21STATE will provide Collocation arrangements at the rates, terms and conditions set forth herein. Collocation is available to CA for the placement of Telecommunications Equipment as provided for in this Attachment solely for the purposes of (i) transmitting and routing Telephone Exchange Service or Exchange Access pursuant to 47 U.S.C. § 251(c)(2) of the Act and applicable effective FCC regulations and judicial rulings, or (ii) obtaining access to AT&T 21STATE's 251(c)(3) Unbundled Network Elements (UNEs) for the purpose of providing Telecommunications Service pursuant to 47 U.S.C. § 251(c)(3) of the Act and effective FCC rules and associated and effective FCC and judicial orders, ***or (iii) obtaining access to AT&T-21STATE's 251(c)(3) Unbundled Network Elements (UNEs) for the purpose of providing Information Service.***	No. CA is not entitled to Physical and Virtual Collocation for the sole purpose of providing Information Services. Collocation arrangements are provided either for interconnection for transmitting and routing Telephone Exchange Service or Exchange Access, or for obtaining access to 251(c)(3) Unbundled Network Elements (UNEs) for the purpose of providing Telecommunications Service.	CA believes that it is well established that a CLEC is entitled to use UNEs to provide any service it desires to its end-users, including Telecommunications Service and Information Service. AT&T's affiliate, AT&T U-Verse, uses UNE facilities provided by AT&T for the provision of information services. CA believes that AT&T's proposed restriction is anticompetitive and not supported by the Act or Commission regulations.
CA Issue 1b: UNE 4.1	Is AT&T Florida obligated to provide UNEs for the provision of only Information Services?	4.1 AT&T-21STATE will provide access to UNEs for <u>the provision by CLEC of a Telecommunications Service (Act, Section 251(c)(3).</u>	4.1 AT&T-21STATE will provide access to UNEs for ***use by CA in any technically feasible manner***.	No. Section 251 (c)(3) of the Telecommunications Act of 1996 (the "Act") provides that access to UNEs is for the provision of a telecommunications service. Information Services are not telecommunications services.	See 1a.
CA Issue 2: Collo 1.7.3	Is CA distinctively entitled to become an Approved Installation Supplier vendor for the purpose of performing	1.7.3 The Collocation terms and conditions within this Attachment are contingent upon Collocator doing its own work through the use of an AT&T-21STATE Approved Installation Supplier (AIS).	1.7.3 The Collocation terms and conditions within this Attachment are contingent upon Collocator doing its own work through the use of an AT&T-21STATE Approved Installation Supplier	No, CA has no special right to become an Approved Installation Supplier vendor for the purpose of performing work related to its own collocations. Approved Installation	AT&T requires CA to hire a AT&T Approved Installation Supplier (AIS) for constructing its collocations within AT&T Central Offices. In many areas, AT&T

Issue Nos. and Section Reference(s).	Issue Statements	AT&T Florida Proposed Language	CA Proposed Language	AT&T Florida Position Statement	CA Position Statement
	work related to its own collocations?		(AIS). *Collocator shall be entitled to become an AT&T-21STATE Approved Installation Supplier (AIS) within a reasonable period of time for the purpose of performing work related to its own collocation(s), using criteria no more restrictive than that applied by AT&T-21STATE to any other AIS.*	Suppliers must meet certain criteria and provide specific information upon submitting an application. CA may, however, apply to become an Approved Installation Supplier vendor using the process that is available on the AT&T CLEC Online website. This process, and the associated timeline, are identical for any applicant wishing to become an AIS. Upon approval, an AIS may perform work functions according to the level of its certification.	has approved a very limited number of AIS contractors, and has refused to permit, in its sole discretion, new entrants to become certified as an AIS. In those cases, the cost of using an AIS is often prohibitive for a CLEC, who may itself possess the same technical skills and abilities as the AIS. This creates an artificial barrier to entry by CLECs by AT&T. CA should be entitled to become certified as an AIS upon the same terms and conditions as any other AIS for the purpose of installing its own collocations.
CA Issue 3: Collo 2.5	Should the current charge for Cable Records in the Commission's approved Pricing Schedule be changed?	2.5 "Cable Records Charges" in AT&T SOUTHEAST REGION 9-STATE only means the applicable charges for work activities required to build or remove existing cable records assigned to Collocators in AT&T SOUTHEAST REGION 9-STATE's database systems. The applicable rates and charges are shown in the Pricing Schedule.	2.5 "Cable Records Charges" in AT&T SOUTHEAST REGION 9-STATE only means the applicable charges for work activities required to build or remove existing cable records assigned to Collocators in AT&T SOUTHEAST REGION 9-STATE's database systems. The applicable rates and charges are shown in the Pricing Schedule. *Regardless of the Pricing Schedule, Cable Record Charges shall not exceed 0.20 per record for any record, change or removal.*	No. First, the ICA is not structured to include pricing issues in the General Terms and Conditions -- pricing goes in the Pricing Attachment. Second, the Cable Record charge that appears in the Commission-approved Pricing Schedule is appropriate. The rate was set by Order No. PSC-04-0895A-FOF-TP, Docket Nos. 981834-TP, 990321-TP. This Commission-ordered rate is applicable for all CLECs.	It is well established that ILEC charges to CLECs for interconnection and unbundled network elements should be cost-based. AT&T has a history of charging CLECs more to enter the records for new cross-connect cables into its databases than the actual materials and labor costs for the same installation. These "cables records charges" are not cost-based and are in fact an artificial barrier to entry for CLECs created by AT&T. CA has proposed this revision in order to ensure that cable records charges are always cost based and remove the barrier to entry. CA has agreed to move this language to the pricing schedule, but has re-opened the issue because AT&T failed to respond at all to CA's pricing schedule revisions.
CA Issue 4:	None.	2.31 "Unused Space" means any space (i)	2.3.1 "Unused Space" means any space	Yes, it is appropriate to add the	CA simply added the word

Issue Nos. and Section Reference(s).	Issue Statements	AT&T Florida Proposed Language	CA Proposed Language	AT&T Florida Position Statement	CA Position Statement
Collo 2.31 RESOLVED		existing in AT&T-21STATE's Eligible Structures at the time of a Collocation request, (ii) that is not subject to a valid space reservation by AT&T-21STATE or any Third Party, (iii) that is not occupied by AT&T-21STATE's, its Affiliates', or Third Party's equipment, and is not needed for access to, or egress from, work areas (iv) that is not being used by AT&T-21STATE's or its Affiliates for administrative or other functions and (v) on or in which the placement of any equipment or network facilities (AT&T-21STATE's or Requesting Collocator's) would not violate any local or state law, rule or ordinance (e.g., fire, OSHA, or zoning) or technical standards (performance or safety) or would void AT&T-21STATE's warranty on proximate equipment.	(i) existing in AT&T-21STATE's Eligible Structures at the time of a Collocation request, (ii) that is not subject to a valid space reservation by AT&T-21STATE or any Third Party, (iii) that is not occupied by AT&T-21STATE's, its Affiliates', or Third Party's equipment, and is not needed for access to, or egress from, work areas (iv) that is not being used by AT&T-21STATE's or its Affiliates for administrative or other functions and (v) on or in which the placement of any equipment or network facilities (AT&T-21STATE's or Requesting Collocator's) would not violate any local or state law, rule or ordinance (e.g., fire, OSHA, or zoning) or technical standards (performance or safety) or would void AT&T-21STATE's warranty on proximate **equipment.**	word "equipment" at the end of the sentence to correct a scrivener's error. AT&T Florida accepts CA's proposal to add the word "equipment" at the end of the sentence. (AT&T Florida had agreed to this correction in negotiations.)	"equipment" to the end of this paragraph so that it makes sense. AT&T has refused to accept this simple change without explanation.
CA Issue 5a Collo 3.17.2	If a piece of Collocator equipment meets NEBS Level 1 safety requirements but is not on the Approved Equipment List (AEL), may AT&T Florida review the equipment for safety?	3.17.2 AT&T-21STATE posts the list of Safety compliant equipment on the "All Equipment List (AEL)" for the Collocator's reference on AT&T CLEC Online website. When the Collocator's equipment is not listed on the approved AEL the equipment will be reviewed for safety by AT&T-21STATE and written approval or denial of the equipment will be forwarded to the Collocator. The AEL list is available to Collocators via the AT&T CLEC Online website. Inclusion of the equipment on the AEL does not mean that it meets the requirements of "necessary equipment" and thus does not mean that the equipment may be collocated.	3.17.2 AT&T-21STATE posts the list of Safety compliant equipment on the "All Equipment List (AEL)" for the Collocator's reference on AT&T CA Online website. When the Collocator's equipment is not listed on the approved AEL, ***and does not meet NEBS Level 1 safety requirements as set forth in TP-76200***, the equipment will be reviewed for safety by AT&T-21STATE and written approval or denial of the equipment will be forwarded to the Collocator. ***Such review shall include whether the equipment meets the NEBS Level 1 safety requirements, or their equivalent, as set forth in TP-76200. CA shall not be charged for this review process, regardless of outcome.*** The AEL list is available to Collocators via the AT&T CLEC Online website. Inclusion of the equipment on the AEL does not mean that it meets the requirements of "necessary equipment" and thus does not mean that the equipment may be collocated.	Yes, AT&T Florida reserves the right to review for safety any equipment not appearing on the AEL. Not all equipment that appears on the NEBS 1 list is approved for the purpose of collocation; therefore, the NEBS 1 may not be used as a resource to identify approved collocation equipment. AT&T Florida does not charge the CLEC for review of the equipment. AT&T Florida applies the same safety requirements to CLEC equipment as it does its own equipment, which complies with FCC requirements.	The NEBS-1 equipment safety standard is used universally by telecommunications carriers as the safety standard for central office equipment. AT&T's language proposes that it has the right to deny CA the ability to collocate equipment even if it is NEBS-1 certified. This denial is discriminatory, because it would permit AT&T to deny CA the ability to collocate equipment that has already met the relevant safety standard, for reasons other than safety. CA has also added a provision that CA shall not be charged for AT&T's review process, because if the CA has already supplied the NEBS compliance information there is no need for a separate "safety review" by AT&T, which would simply impose unnecessary and arbitrary fees and costs upon the CA in a discriminatory manner,

Issue Nos. and Section Reference(s).	Issue Statements	AT&T Florida Proposed Language	CA Proposed Language	AT&T Florida Position Statement	CA Position Statement
					constructing a barrier to entry.
CA Issue 5b Collo 3.17.3.1	When AT&T Florida reviews CA-furnished equipment that does not appear on the AEL, does AT&T Florida impose an additional charge on CA for equipment review?	3.17.3.1 The Collocator shall furnish to AT&T-21STATE a written list in the form of an attachment to the original Equipment List for the subsequent placement of equipment in its Dedicated or Virtual Collocation Space. When the Collocator's equipment is not listed in the approved All Equipment List (AEL) the equipment will be reviewed by AT&T-21STATE and written approval or denial of the equipment will be forwarded to the Collocator. The additional equipment will also be reviewed as to whether it is "necessary equipment". Only if the equipment passes both reviews may it be collocated. **AT&T FL shall not charge any separate fee in addition to the Application fee for review under this subsection.**	3.17.3.1 The Collocator shall furnish to AT&T-21STATE a written list in the form of an attachment to the original Equipment List for the subsequent placement of equipment in its Dedicated or Virtual Collocation Space. When the Collocator's equipment is not listed in the approved All Equipment List (AEL) the equipment will be reviewed by AT&T-21STATE and written approval or denial of the equipment will be forwarded to the Collocator. The additional equipment will also be reviewed as to whether it is "necessary equipment". Only if the equipment passes both reviews may it be collocated. *CA shall not be charged for submission of the attachment to the Equipment List or for this review process, regardless of outcome.*	No. AT&T Florida proposes to resolve this issue by excluding from the ICA both AT&T Florida's and CA's proposed additional language at he end of Section 3.17.3.1. If CA does not accept AT&T Florida's proposal, AT&T Florida will present its position in testimony.	See 5a above.
CA Issue 6a Collo 3.20.1	Should AT&T Florida be allowed to reclaim collocation space if CA is in default of its ICA prior to conclusion of a dispute regarding the default?	3.20.1 If the Collocator shall default in performance of any provision herein, and the default shall continue for sixty (60) calendar days after receipt of AT&T-21STATE's written Notice, or if the Collocator is declared bankrupt or insolvent or makes an assignment for the benefit of creditors, AT&T-21STATE may, immediately or at any time thereafter, without notice or demand, enter and repossess the Dedicated Space, expel the Collocator and any claiming under the Collocator, remove the Collocator's property and dispose of such abandoned equipment. Also, services provided pursuant to this Attachment will be terminated without prejudice to any other remedies.	3.20.1 If the Collocator shall default in performance of any provision herein, and the default shall continue for sixty (60) calendar days after receipt of AT&T-21STATE's written Notice, or if the Collocator is declared bankrupt or insolvent or makes an assignment for the benefit of creditors, AT&T-21STATE may, immediately or at any time thereafter, without notice or demand, enter and repossess the Dedicated Space, expel the Collocator and any claiming under the Collocator, remove the Collocator's property and dispose of such abandoned equipment. Also, services provided pursuant to this Attachment will be terminated without prejudice to any other remedies. *This provision shall not apply until the conclusion of any dispute resolution process initiated by either party under this agreement where CA has disputed the alleged default, including any regulatory proceeding,*	Yes, AT&T Florida may repossess collocation space and terminate services when CA is in default, and should not be required to wait until the conclusion of a CA-initiated dispute resolution proceeding to do so. Repossession and termination under this Section would occur only 60 calendar days after CA's receipt of written Notice from AT&T Florida and CA's failure to cure. CA is fully protected by the ability to exercise other remedies as specifically acknowledged by the ICA. AT&T Florida should not be required to bear the risk of providing collocation services to CA for an extended period of time simply because CA disputes the default. The risk is not simply economic, but could also be related to safety or operational matters that are the subject of a default.	AT&T's language seeks to give AT&T the ability to unilaterally take action against CA which could severely harm CA (and may threaten CA's very existence), without first providing an opportunity for CA to contest the assertion that it is in default. The Draft has a dispute resolution provision, but AT&T's language seeks to bypass its obligation to invoke that provision to resolve disputes in good faith and to instead allow it to act unilaterally without oversight or review. CA believes that this is anti-competitive and arbitrary; AT&T has not alleged or shown that the dispute resolution process is not adequate to address this concern. The Commission has recently approved an accelerated dispute

Issue Nos. and Section Reference(s).	Issue Statements	AT&T Florida Proposed Language	CA Proposed Language	AT&T Florida Position Statement	CA Position Statement
			litigation or appellate proceeding.		resolution process which would be available to either party for resolution of time-sensitive issues.
CA Issue 6b: Collo 3.20.2	Should AT&T Florida be allowed to refuse applications or additions to service or to complete pending orders after a notice of default has been sent but prior to conclusion of a dispute regarding the default?	3.20.2 AT&T-21STATE may also refuse additional applications for service and/or refuse to complete any pending orders for additional space or service for the Collocator at any time after sending the Notice required by the preceding Section.	3.20.2 AT&T-21STATE may also refuse additional applications for service and/or refuse to complete any pending orders for additional space or service for the Collocator at any time after sending the Notice required by the preceding Section. *This provision shall not apply until the conclusion of any dispute resolution process initiated by either party under this agreement where CA has disputed the alleged default, including any regulatory proceeding, litigation or appellate proceeding.*	Yes. AT&T Florida should be allowed to refuse applications or additions to service or to complete pending orders after it has sent a notice of default to CA but prior to conclusion of a dispute regarding the default. AT&T Florida should not be required to bear the risk of providing collocation services to CA for an extended period of time simply because CA disputes the default. The risk is not simply economic, but could also be related to safety or operational matters that are the subject of a default.	See 6a above.
CA Issue 7: Collo 4.6.2	Should CA be required to provide AT&T with a certificate of insurance prior to starting work?	4.6.2 A certificate of insurance stating the types of insurance and policy limits provided the Collocator must be received prior to commencement of any work. If a certificate is not received, AT&T-21STATE will notify the Collocator, and the Collocator will have <u>five (5) Business Days</u> to cure the deficiency. If the Collocator does not cure the deficiency within <u>five (5) Business Days</u>, Collocator hereby authorizes AT&T-21STATE, and AT&T-21STATE may, but is not required to, obtain insurance on behalf of the Collocator as specified herein. AT&T-21STATE will invoice Collocator for the costs incurred to so acquire insurance.	4.6.2 A certificate of insurance stating the types of insurance and policy limits provided the Collocator must be received prior to commencement of any work. If a certificate is not received, AT&T-21STATE will notify the Collocator, and the Collocator will have ***thirty (30) days*** to cure the deficiency. If the Collocator does not cure the deficiency within ***thirty (30) days and the Collocator has already commenced work***, Collocator hereby authorizes AT&T-21STATE, and AT&T-21STATE may, but is not required to, obtain insurance on behalf of the Collocator as specified herein. AT&T-21STATE will invoice Collocator for the costs incurred to so acquire insurance.	Yes, CA must provide a certificate of insurance prior to starting work. Also, five (5) business days is an adequate and appropriate time for CA to cure an insurance deficiency. CA is in control of the timing of its own work and is able to make arrangements for insurance well in advance of starting work.	AT&T's language requiring insurance to be obtained within five days is not feasible. CA cannot obtain insurance within five days; it takes much longer to obtain this coverage in Florida and most insurance carriers have refused to write such coverage for CLECs. CA has also added language to clarify that AT&T may not obtain insurance and bill CA for that insurance if CA has not commenced the work for which the insurance is required to cover. This is logical because AT&T has no risk as long as the subject work has not commenced and prevents AT&T from creating arbitrary costs that it then seeks to impose on CA while CA is working to meet the insurance requirements in good faith prior to commencement.

Issue Nos. and Section Reference(s).	Issue Statements	AT&T Florida Proposed Language	CA Proposed Language	AT&T Florida Position Statement	CA Position Statement
CA Issue 8: Collo 4.11.3.4	Should AT&T Florida be allowed to recover its costs when it elects to erect an internal security partition to protect its equipment and such partition is the least costly reasonable security measure?	4.11.3.4 AT&T-21STATE may use reasonable security measures to protect its equipment. In the event AT&T-21STATE elects to erect an interior security partition in a given Eligible Structure to separate its equipment, AT&T-21STATE may recover the costs of the partition in lieu of the costs of other reasonable security measures if the partition costs are lower than the costs of any other reasonable security measure for such Eligible Structure. In no event shall a Collocator be required to pay for both an interior security partition to separate AT&T-21STATE's equipment in an Eligible Structure and any other reasonable security measure for such Eligible Structure. If AT&T-21STATE elects to erect an interior security partition and recover the cost, it must demonstrate to the Physical Collocator that other reasonable security methods cost more than an interior security partition around AT&T-21STATE's equipment at the time the price quote is given.	4.11.3.4 AT&T-21STATE may use reasonable security measures to protect its equipment. In the event AT&T-21STATE elects to erect an interior security partition in a given Eligible Structure to separate its equipment, AT&T-21STATE may recover the costs of the partition in lieu of the costs of other reasonable security measures if the partition costs are lower than the costs of any other reasonable security measure for such Eligible Structure. In no event shall a Collocator be required to pay for both an interior security partition to separate AT&T-21STATE's equipment in an Eligible Structure and any other reasonable security measure for such Eligible Structure. If AT&T-21STATE elects to erect an interior security partition and recover the cost, it must demonstrate to the Physical Collocator that other reasonable security methods cost more than an interior security partition around AT&T-21STATE's equipment at the time the price quote is given. *This provision shall only apply if CA or any agent of CA has been proven to have committed any wrongdoing or violation of this agreement on AT&T property, and the measures taken by AT&T for which recovery is sought would protect AT&T from that wrongdoing or breach by CA in the future.*	Yes, AT&T Florida should be allowed to recover its cost when it elects to erect an interior security partition regardless of whether CA has or has not been proven to have committed any wrongdoing or violated the agreement. AT&T Florida must be able to protect its equipment and the equipment of other Collocators.	AT&T's proposed language would permit it to charge CA for arbitrary construction costs entirely unrelated to CA's collocation in a AT&T central office. CA believes that this is inappropriate, and could be used by AT&T to impose arbitrary, non-cost-based financial obligations upon its competitor to artificially increase CA's operational costs. CA has added language clarifying that AT&T may only bill CA for such security upgrades if those upgrades are in response to CA's proven misconduct.
CA Issue 9a: Collo 7.4.1	If CA submits a modification to an Application for Collocation at AT&T Florida's request, should AT&T Florida be permitted to charge a fee to recover the costs it incurs as a result of the modification?	7.4.1 If a modification or revision is made to any information in the Application after AT&T-21STATE has provided the Application response and prior to a BFFO, with the exception of modifications to (1) Customer Information, (2) Contact Information or (3) Billing Contact Information, whether at the request of Collocator or as necessitated by technical considerations, the Application shall be considered a new Application and handled as a new Application with respect to the	7.4.1 If a modification or revision is made to any information in the Application after AT&T-21STATE has provided the Application response and prior to a BFFO, with the exception of modifications to (1) Customer Information, (2) Contact Information or (3) Billing Contact Information, whether at the request of Collocator or as necessitated by technical considerations, the Application shall be considered a new Application and handled as a new Application with respect to the	Yes, a new Application and related fees should be required. Reviewing the modified Application and updating records causes costs that AT&T Florida is entitled to recover. AT&T Florida will request a modification only when necessary, and if CA believes otherwise in a particular instance, it can pursue the matter through the dispute resolutions provision in the ICA.	AT&T's proposed language permits AT&T to charge application fees over and over again for the same application, even if AT&T has rejected the application improperly or if the resubmission of the application does not increase AT&T's costs. Since collocation is a UNE and UNEs are intended to be cost-based, CA believes this language is inappropriate. CA has added a

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		response and provisioning intervals. AT&T-21STATE will charge Collocator the appropriate Application/Augment fee associated with the level of assessment performed by AT&T-21STATE.	response and provisioning intervals. AT&T-21STATE will charge Collocator the appropriate Application/Augment fee associated with the level of assessment performed by AT&T-21STATE. *This provision shall not apply if AT&T-21STATE requested or required the revision or modification, in which case no additional charges shall apply. This provision shall not apply if the revision results in no change in the number, type or size of cables, or floor space, and has no other cost impact on AT&T-21STATE*.		provision that ensures that if AT&T's costs have not increased, it is not entitled to keep charging additional application fees for resubmitted applications.
CA Issue 9b: Collo 7.4.2 RESOLVED	None	7.4.2 Once AT&T-21STATE has provided the BFFO/quote and CLEC has accepted and authorized AT&T-21STATE to begin construction, any further modifications and/or revisions must be made via a subsequent Collocation Application and the appropriate fees will apply. This provision shall not apply if AT&T-21STATE requested or required the revision or modification, in which case no additional charges shall apply.	7.4.2 Once AT&T-21STATE has provided the BFFO/quote and CA has accepted and authorized AT&T-21STATE to begin construction, any further modifications and/or revisions must be made via a subsequent Collocation Application and the appropriate fees will apply. *This provision shall not apply if AT&T-21STATE requested or required the revision or modification, in which case no additional charges shall apply.*	AT&T Florida accepts CA's proposed change.	AT&T's proposed language permits AT&T to provide a quote to CA, have CA approve the quote, then after approval AT&T may require CA to make changes to its application and AT&T would be entitled to charge application fees over and over again for the same application. Since collocation is a UNE and UNEs are intended to be cost-based, CA believes this language is inappropriate. Further, if AT&T intends to require changes to the application those changes should be requested by AT&T prior to providing the quote. If AT&T provides a quote, and CA accepts that quote, then AT&T should not be entitled to later demand changes to the application and again charge a new application fee before it will complete the work that was quoted and accepted by CA. CA has added a provision that ensures that if AT&T requires revisions to an application after CA has accepted AT&T's quote, AT&T is not entitled to charge

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					additional application fees for the application.
CA Issue 9c: Collo 7.5.1	Is an application for augment, and the related application fee, appropriate for changes that CA makes to its collocation space, equipment or cable?	7.5.1 A request from a Collocator to add or modify space, **equipment,** and/or cable to an existing Collocation arrangement is considered an Augment. Such a request must be made via a complete and accurate Application.	7.5.1 A request from a Collocator to add or modify space, and/or cable to an existing Collocation arrangement is considered an Augment. Such a request must be made via a complete and accurate Application. *This provision shall not apply and no fee shall be due if Collocator is installing or replacing collocated equipment in its own space, without requesting any action by AT&T even if Collocator submits updated equipment designations to AT&T in accordance with this agreement.*	Yes, an Augment Application and related fees should be required. AT&T Florida is entitled to know how CA is using its collocation space, equipment and cables. An augment application is the appropriate means to inform AT&T Florida of any changes to CA's collocation space, equipment or cable. Review of the application and updating records causes costs that AT&T Florida is entitled to recover. In addition, the word "equipment" should be inserted in the proposed definition of augment to maintain consistency within this attachment.	AT&T's proposed language permits AT&T to charge CA an augment application fee in cases where CA does not order any service or change from AT&T but simply submits a revised equipment list to AT&T because this agreement requires such a submission when CA changes equipment. Since collocation is a UNE and UNEs are intended to be cost-based, such a charge is inappropriate because AT&T does not incur costs when CA installs its own equipment and simply complies with the agreement's requirement to update AT&T's records.
CA Issue 10: Collo 10.8.3	i) Should this Attachment contain terms requiring AT&T Florida to credit CA for reasonable, demonstrated costs incurred as the result of inaccurate information provided by AT&T Florida? ii) Should this attachment contain terms requiring AT&T Florida to credit CA for any charges it billed for use of collocation and any elements of the collocation for the period of time it was unusable as the result of inaccurate information provided by	10.8.3 **If Collocator incurs costs directly attributable to inaccurate information provided by AT&T Florida, such as the costs of construction of cross-connects to incorrect CFAs, then AT&T Florida shall credit to Collocator's account the reasonable, demonstrated costs incurred as a result of the inaccurate information. In addition, AT&T Florida shall issue credit for charge(s) for unusable collocation service prorated for the period it was unusable, provided it is directly attributable to inaccurate information provided by AT&T.**	10.8.3 *If AT&T-21STATE provides inaccurate information to Collocator which results in wasted costs to Collocator (such as the cost of construction of cross-connects to incorrect CFAs), then AT&T-21STATE shall credit to Collocator's account the reasonable, demonstrated costs incurred as a result of the inaccurate information. In addition, AT&T-21STATE shall also credit any charges billed by AT&T-21STATE for use of the collocation and any element(s) of the collocation for the period that it was unusable as a result of the inaccurate information.*	i) and ii). AT&T is amenable to including terms requiring AT&T to credit costs incurred as the direct result of inaccurate information provided by authorized AT&T Florida personnel. AT&T Florida has proposed language for this purpose. If CA will accept AT&T's language, this issue is resolved. Otherwise, AT&T Florida will present its position on this Issue in testimony.	AT&T has a well-documented history of providing inaccurate connecting facility assignments ("CFA") when delivering a new collocation to a CA. In some cases, inaccurate CFAs have been provided four times or more on a single collocation. Each time this occurs, CA is denied use of the collocation for a significant period of time, which delays CA's entry into the market. CA also expends resources and capital connecting or attempting to connect its network to the CFAs provided by AT&T. There is no way for the CA to know that AT&T has provided incorrect information until CA has tried unsuccessfully to place orders with AT&T for circuits connecting to those CFAs and they are rejected. By that time, CA has

Issue Nos. and Section Reference(s).	Issue Statements	AT&T Florida Proposed Language	CA Proposed Language	AT&T Florida Position Statement	CA Position Statement
	AT&T Florida?				already paid the AT&T AIS to run cables to the incorrect CFAs and has incurred substantial costs. Without this provision, AT&T is able to significantly increase CA's costs due solely to AT&T's "error" without any detriment to AT&T. It therefore seems fair that AT&T should reimburse CA's actual demonstrated costs when such "errors" occur.
CA Issue 11: Collo 14.2	Is 120 calendar days from the date of a request for an entrance facility, plus the ability to extend that time by an additional 30 days, adequate time for a CA to place a cable in a manhole?	14.2 If the Collocator has not left the cable in the manhole within <u>one hundred twenty (120)</u> calendar days of the request for entrance fiber, the Collocator's request for entrance fiber will expire and a new Application must be submitted along with applicable fees. The Collocator may request an additional <u>thirty (30)</u> calendar day extension by notifying AT&T-21STATE, <u>no later than fifteen (15) calendar days</u> prior to the end of the <u>one hundred twenty (120)</u> calendar day period mentioned above, of the need of the extension for the Collocator to place cable at the manhole.	14.2 If the Collocator has not left the cable in the manhole within ***one hundred eighty (180)*** calendar days of the request for entrance fiber, the Collocator's request for entrance fiber will expire and a new Application must be submitted along with applicable fees. The Collocator may request an additional ***ninety (90)*** calendar day extension by notifying AT&T-22STATE, prior to the end of the one ***hundred eighty (180)*** calendar day period mentioned above, of the need of the extension for the Collocator to place cable at the manhole.	Yes. 120 calendar days, with a possible additional 30 calendar days, is adequate time for a CA to place cable in a manhole. The timing of a request for an entrance fiber is within the CA's control, and with adequate planning, CA should be fully capable of placing the cable in the manhole within up to 150 calendar days. If extraordinary conditions hinder placement of CA's cable, CA may invoke the force majeure provisions in the ICA.	The Act plainly states that it is intended to encourage competition, and CA believes there is no better measure of competition than a CLEC installing its own fiber optic network to serve the public. There are numerous hurdles and challenges that a CLEC may encounter when attempting to deploy its own fiber optic network, many of which are erected by AT&T. CA believes that it is more reasonable to specify an initial period of 180 days for it to install its fiber optics, and that an extension should be 90 days instead of 30 in case CA needs more time. CA has also removed the provision that requires the request for extension 15 days prior to the expiration of the original window, because there is no demonstrated need for such advance notice or harm to AT&T if notice is not given in advance. AT&T has not demonstrated that it is harmed by the longer installation window or extension, and AT&T's language seems designed solely to increase CA's costs by forcing it to re-apply and

Issue Nos. and Section Reference(s).	Issue Statements	AT&T Florida Proposed Language	CA Proposed Language	AT&T Florida Position Statement	CA Position Statement
					double-pay for the entire arrangement when there are delays. Such delays could be caused by AT&T, by weather or other elements, and would unnecessarily increase CA's cost.
CA Issue 12a: Collo 17.1.2	Should the ICA require CA to comply with AT&T Florida's standard requirements for CLEC-to-CLEC connection regardless of where the CLECs are located?	17.1.2 The Collocator must utilize an AT&T-21STATE AIS Tier 1 to place the CLEC to CLEC connection.	17.1.2 The Collocator must utilize an AT&T-21STATE AIS Tier 1 to place the CA to CA connection*, unless the Collocator and the Third Party both have collocations which are within ten (10) feet of each other and the connection can be made without making use of AT&T-21STATE common cable support structure*.	Yes, CA should comply with AT&T Florida's standard requirements for CLEC to CLEC connection, regardless of where the CLECs are located. All work must be performed by AIS Tier 1 as defined in the Collocation Attachment. AT&T Florida must maintain and organize all the facilities in its central offices, its own as well as all other Collocators' facilities. To allow every CLEC to run facilities without regard to a systematic and safe system utilizing appropriate support structures would be inappropriate. AT&T Florida must ensure the safety and integrity of its network and the facilities of each Collocator.	CA would incur substantial costs if it were required to utilize a AT&T AIS to install a data cable that runs less than 10 feet to another Collocator which is less than 10 feet away from CA's central office collocation. CA's language permits CA to directly connect to another Collocator to prevent such unnecessary costs only when the two Collocators are within ten feet of each other and when the connection can be made without use of AT&T's common cable support structure. AT&T has not demonstrated that it would be harmed by this provision or given any reason at all for its opposition, and CA believes that AT&T's language is intended solely to artificially increase CA's costs and to delay CA's entry into the market served by the central office where it is collocated.
CA Issue 12b: Collo 17.1.5	Should CLEC-to-CLEC connections utilize AT&T-21STATE common cable support structure without exception?	17.1.5 The CLEC to CLEC connection shall utilize AT&T-21STATE common cable support structure and will be billed for the use of such structure according to rates in the Pricing Schedule.	17.1.5 The CLEC to CLEC connection shall utilize AT&T-21STATE common cable support structure and will be billed for the use of such structure according to rates in the Pricing Schedule*, unless the Collocator and the Third Party are both have collocations which are within ten (10) feet of each other and the connection can be made without making use of AT&T-21STATE common cable support structure*.	Yes, CLEC-to-CLEC connection must utilize AT&T Florida common cable support structure without regard to the distance between CA and Third Party collocation arrangements. AT&T Florida must ensure the safety and integrity of its network and the facilities of each Collocator, and has set specific common standards for Collocators. Utilization of the common cable	See 12a above.

Issue Nos. and Section Reference(s).	Issue Statements	AT&T Florida Proposed Language	CA Proposed Language	AT&T Florida Position Statement	CA Position Statement
				support is one of these requirements.	
CA Issue 13: Collo 3.18.4	Is 10 business days sufficient time to allow Collocator to comply with safety or equipment requirements for collocated equipment?	3.18.4 In the event AT&T-21STATE <u>believes</u> that collocated equipment is not necessary for interconnection or access to 251(c)(3) UNEs or <u>determines</u> that the Collocator's equipment does not meet the minimum safety standards, <u>the Collocator must not collocate the equipment until the dispute is resolved in the Collocator's favor.</u> The Collocator will be given <u>ten (10) Business</u> Days to comply with the requirements and/or remove the equipment from the collocation space if the equipment was already <u>improperly</u> collocated. If it is determined that the Collocator's equipment does not meet the minimum safety standards above, the Collocator must not collocate the equipment and will be responsible for removal of the equipment and all resulting damages if the equipment already was collocated improperly	3.18.4 In the event ***it is agreed between the parties or determined following a dispute resolution proceeding initiated by either party*** that collocated equipment is not necessary for interconnection or access to 251(c)(3) UNEs or that the Collocator's equipment does not meet the minimum safety standards, Collocator will be given ***thirty (30)*** Days to comply with the requirements and/or remove the equipment from the collocation space if the equipment was already collocated. If it is determined that the Collocator's equipment does not meet the minimum safety standards ***in Section 3.17.2*** above, the Collocator must not collocate the equipment and will be responsible for removal of the equipment and all resulting damages if the equipment already was collocated improperly.	Yes. If collocated equipment is not necessary to provide telecommunication services it should not have been collocated or placed in service and/or should be removed from service. If the equipment does not meet minimum safety standards, the defect should be corrected as soon as possible. Ten (10) business days is adequate to comply with equipment necessity or minimum safety standards.	CA objects to AT&T's proposed language because it permits AT&T to inflict serious and possibly fatal harm to CA based solely upon AT&T's "belief" and without any apparent provision for that belief to be properly contested prior to harming CA. As shown elsewhere in AT&T's proposed language for this agreement, AT&T seems to propose that CA's sole remedy for anything is the dispute resolution process in this agreement, but AT&T seeks to embed other remedies for itself which do not require it to comply with the dispute resolution provisions. CA does not find this arrangement fair or equitable, so CA has instead inserted proposed language to require compliance with dispute resolution. CA also lengthened the cure time to 30 days to give CA ample time to replace equipment or notify customers that CA will not be able to provide service any longer. CA has left in AT&T's language holding CA responsible for all resulting damage, which should mitigate any concerns about the longer cure time.
CA Issue 14: GTC 2.45	Should the period of time in which the Billed Party must remit payment be thirty (30) days from the bill date or twenty (20) days	2.45 "Bill Due Date" means thirty (30) calendar days from the bill date.	2.45 "Bill Due Date" means thirty (30) calendar days from the bill date ***or 20 days following receipt of a bill by the billed party, whichever is later***.	The bill due date should be 30 calendar days from the date of the bill. This is a reasonable period of time for the billed party to render payment and is straightforward to administer. Establishing the bill due	AT&T has a well established history of failure to properly and timely send complete bills to CLECs. In the event that AT&T does not timely send a bill to CA, the due date should be adjusted

Issue Nos. and Section Reference(s).	Issue Statements	AT&T Florida Proposed Language	CA Proposed Language	AT&T Florida Position Statement	CA Position Statement
	from receipt of the bill?			date based on when a bill is received would place the burden on the billing party to obtain and verify proof of receipt. CA's language adds an additional administrative burden in that it requires the billing party to track the date the bill was received and compare it to 30 calendar days from the bill date to determine which is later. This is important because late fees and interest are assessed based on whether payment is received by the bill due date. CA's proposal complicates the billing process unnecessarily and is likely to lead to disputes.	to provide time for the CA to dispute and/or remit payment as appropriate. If CA abuses this provision, AT&T would still be able to seek dispute resolution remedies, and AT&T is also able to send bills to CA with delivery confirmation to prove date of receipt. CA notes that many previous interconnection agreements contain CA's language; AT&T has only recently removed it from its agreements.
CA Issue 15: GTC 2.74	i) Should Discontinuance Notice provide the Billed Party fifteen (15) days or thirty (30) to remit payment to avoid service disruption or disconnection? ii) Should the terms and conditions applicable to bills not paid on time apply to both disputed and undisputed charges?	2.74 "Discontinuance Notice" means the written Notice sent by the Billing Party to the other Party that notifies the Non-Paying Party that in order to avoid disruption or disconnection of the Interconnection Services, furnished under this Agreement, the Non-Paying Party must remit all Unpaid Charges to the Billing Party within **fifteen (15)** calendar days following receipt of the Billing Party's Notice of Unpaid Charges.	2.74 "Discontinuance Notice" means the written Notice sent by the Billing Party to the other Party that notifies the Non-Paying Party that in order to avoid disruption or disconnection of the Interconnection Services furnished under this Agreement, the Non-Paying Party must remit all Unpaid ***and Undisputed*** Charges ***for service provided under this agreement*** to the Billing Party within ***30*** calendar days following receipt of the Billing Party's Notice on Unpaid Charges.	i) The non-paying party should have 15 calendar days from the date of a discontinuance notice to remit payment. The billed party has already had 30 days from the bill date to pay the before the bill becomes past due. This gives the billed party a *minimum* of 45 days (and most likely longer) to pay its bill in order to avoid service disruption or disconnection, which is reasonable. See also CA Issue 33. ii) Yes. The billing party should be entitled to send a discontinuance notice for unpaid charges. This includes disputed amounts when they remain unpaid following resolution of a dispute. (See also CA Issue 33).	AT&T has a well-established history of improperly billing CAs, not timely billing CAs for services, and failing to properly and timely process CA billing disputes. For its own convenience, AT&T's language in this case is designed to once again permit AT&T to circumvent the dispute resolution process in the agreement in favor of one-sided, unilateral action by AT&T which likely results in fatal damage to the CLEC instead. AT&T's language would permit it to cause fatal damage to a CLEC even if the issue is caused by AT&T's errors or omissions. CA has modified AT&T's language to clarify that AT&T may only demand payment of undisputed and unpaid charges under threat of disconnection. CA has also clarified that AT&T may not disconnect service under this agreement in response to any alleged unpaid amounts for

Issue Nos. and Section Reference(s).	Issue Statements	AT&T Florida Proposed Language	CA Proposed Language	AT&T Florida Position Statement	CA Position Statement
					service not provided under this agreement, and CA has lengthened the cure time from 15 days to 30 days from receipt of notice. CA has already agreed to AT&T's language requiring a security deposit equal to two months of service, which may be adjusted by AT&T at any time to ensure that the deposit keeps pace with CA's monthly billing. AT&T is not at risk if it timely invokes the dispute resolution process due to CA's failure to pay for services, and is also not at risk under CA's proposed language here because the two month deposit will cover any billing if AT&T timely sends the notices of non-payment. AT&T is able, at any time, to invoke dispute resolution including use of the Commission's new expedited process if it so chooses. This should render moot any concern of long-running bad-faith disputes by CA.
CA Issue 16a: GTC 2.106	i) Should the definition of "Late Payment Charge" limit the applicability of such charges to undisputed charges not paid on time? ii) Should Late Payment Charges apply if CA does not provide the necessary remittance information?	2.106 "Late Payment Charge" means the charge that is applied when CLEC fails to remit payment for any charges by the Bill Due Date, or if payment for any portion of the charges is received from CLEC after the Bill Due Date, or if payment for any portion of the charges is received in funds which are not immediately available or received by AT&T-21STATE as of the Bill Due Date**, or if CLEC does not submit the Remittance Information**.	2.106 "Late Payment Charge" means the charge that is applied when a CA fails to remit payment for any ***undisputed*** charges by the Bill Due Date, or if payment for any portion of the charges is received from CA after the Bill Due Date, or if payment for any portion of the charges is received in funds which are not immediately available or received by AT&T-21STATE as of the Bill Due Date.	i) No. Late payment charges should apply to any charges not paid by the bill due date. For those charges subject to a bona fide dispute, late payment charges will accrue during the pendency of the dispute and will be credited to the billed party if the dispute is resolved in its favor. CA's language would allow CA to pay late at will, and to avoid late payment charges simply by disputing the bill. Moreover, CA's language limiting the applicability of late payment charges to undisputed charges is inconsistent with other ICA	CA has modified AT&T's language to clarify that only undisputed charges shall accrue late payment charges if not timely paid, and notes that the dispute resolution process already provides for payment of retroactive late payment charges for any disputes resolved AT&T's favor. CA has also removed language that would subject CA to late payment charges if CA does not submit remittance information, because AT&T has stated a preference for electronic

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				language to which the parties have agreed. For example, the parties have agreed that Att. 2 (Network Interconnection) section 6.13.7 will state: "Late payment charges [<u>and interest</u>] will continue to accrue on the Disputed Amounts while the dispute remains pending." (See CA Issue 59, where the dispute centers on whether interest may apply in addition to late payment charges ii) Yes. Absent the proper remittance information, AT&T Florida cannot process CA's payment, as CA acknowledged by its agreement to language in GTC section 11.5 so stating. The parties have also agreed to language in section 11.5 stating that payment is not considered to have been made until both the funds and the remittance information have been received. When CA's payment is not made, late payment charges are appropriate.	payment and in CA's experience, sometimes remittance information is not properly transmitted when paying electronically. CA has no incentive to send payments without remittance information. The parties have access to dispute resolution if this becomes a chronic issue, but CA disagrees that late payment charges should apply solely due to remittance information issues if payment was actually received by AT&T on-time.
CA Issue 16b: GTC 2.137	Should the definition of "Past Due" be limited to undisputed charges that are not paid on time?	2.137 "Past Due" means when CLEC fails to remit payment for any charges by the Bill Due Date, or if payment for any portion of the charges is received from CLEC after the Bill Due Date, or if payment for any portion of the charges is received in funds which are not immediately available to AT&T-21STATE as of the Bill Due Date (individually and collectively means Past Due).	2.137 "Past Due" means when a CLEC fails to remit payment for any ***undisputed*** charges by the Bill Due Date, or if payment for any portion of the charges is received from CLEC after the Bill Due Date, or if payment for any portion of the charges is received in funds which are not immediately available to AT&T-21STATE as of the Bill Due Date (individually and collectively means Past Due).	No. Any payment not made on time is past due. Late payment and interest charges properly accrue on any amount not paid on time, including charges subject to a bona fide dispute. Once a dispute is resolved, late payment and interest charges will be released to the billing party or credited to the billed party depending on resolution of the dispute. CA's language would allow CA to pay late at will and to avoid late payment charges by disputing the bill.	CA has modified AT&T's language to clarify that only undisputed charges are past due if not timely paid.
CA Issue 16c:	Should the definition of "Unpaid Charges" be limited to undisputed	2.164 "Unpaid Charges" means any charges billed to the Non-Paying Party that the Non-Paying Party did not render full	2.164 "Unpaid Charges" means any ***undisputed*** charges billed to the Non-Paying Party that the Non-Paying Party did	No. An unpaid charge means any charge not paid on time. CA's inclusion of "undisputed" in the	CA has modified AT&T's language to clarify that only undisputed charges are

Issue Nos. and Section Reference(s).	Issue Statements	AT&T Florida Proposed Language	CA Proposed Language	AT&T Florida Position Statement	CA Position Statement
GTC 2.164	charges that are not paid on time?	payment to the Billing Party by the Bill Due Date, including where funds were not accessible.	not render full payment to the Billing Party by the Bill Due Date, including where funds were not accessible.	definition is inconsistent with the use of the term in agreed provisions in the ICA. For example, GTC section 11.9 states: "If Unpaid Charges are subject to a billing dispute between the Parties, the Non-Paying Party must, prior to the Bill Due Date, give written notice to the Billing Party of the Disputed Amounts and include in such written notice the specific details and reasons for disputing each item listed in Section 13.4 below." That provision makes no sense if unpaid charges are, by definition, only those charges that are undisputed.	considered unpaid charges if not timely paid.
CA Issue 16d: GTC 11.3.1	Should late payment charges apply only to undisputed charges?	11.3.1 If any portion of the payment is not received by AT&T-21STATE on or before the payment due date as set forth above, or if any portion of the payment is received by AT&T-21STATE in funds that are not immediately available to AT&T-21STATE, then a late payment and/or interest charge shall be due to AT&T-21STATE. The late payment and/or interest charge shall apply to the portion of the payment <u>not</u> received and shall be assessed as set forth in the applicable state tariff, or, if no applicable state tariff exists, as set forth in the Guide Book as published on the AT&T CLEC Online website, or pursuant to the applicable state law as determined by AT&T-21STATE. In addition to any applicable late payment and/or interest charges, CLEC may be charged a fee for all returned checks at the rate set forth in the applicable state tariff, or, if no applicable tariff exists, as set forth in the Guide Book or pursuant to the applicable state law.	11.3.1 If any ***undisputed*** portion of the payment is not received by AT&T-21STATE on or before the payment due date as set forth above, or if any portion of the payment is received by AT&T-21STATE in funds that are not immediately available to AT&T-21STATE, then a late payment and/or interest charge shall be due to AT&T-21STATE. The late payment and/or interest charge shall apply to the portion of the payment ***neither*** received ***nor disputed*** and shall be assessed as set forth in the applicable state tariff, or, if no applicable state tariff exists, as set forth in the Guide Book as published on the AT&T CLEC Online website, or pursuant to the applicable state law as determined by AT&T-21STATE. In addition to any applicable late payment and/or interest charges, CLEC may be charged a fee for all returned checks at the rate set forth in the applicable state tariff, or, if no applicable tariff exists, as set forth in the Guide Book or pursuant to the applicable state law.	No. Late payment and/or interest charges should apply to all unpaid amounts. Such late fees properly accrue on any amount not paid on time, including charges subject to a bona fide dispute. Once a dispute is resolved, late payment and interest charges will be released to the billing party or credited to the billed party depending on resolution of the dispute. With the revisions CA has proposed to the billing and payment language in section 11, it does not appear that CA would ever pay late payment charges on any amounts it disputed – even if the dispute is resolved against CA.	CA has modified AT&T's language to clarify that only undisputed charges shall accrue late payment charges if not timely paid, and notes that the dispute resolution process already provides for payment of retroactive late payment charges for any disputes resolved in AT&T's favor.
CA Issue 17a:	None	3.3.1 Any reference throughout this Agreement to an industry guideline, AT&T-21STATE's technical guideline or	3.3.1 Any reference throughout this Agreement to an industry guideline, AT&T-21STATE's technical guideline or	AT&T Florida accepts CA's additional language as set forth in its petition, resolving this issue.	CA does not believe that it is appropriate for AT&T to attempt to give itself the ability to

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GTC 3.3.1 RESOLVED		referenced AT&T-21STATE business rule, guide or other such document containing processes or specifications applicable to the services provided pursuant to this Agreement, shall be construed to refer to only those provisions thereof that are applicable to these services, and shall include any successor or replacement versions thereof, all as they are amended from time to time and all of which are incorporated herein by reference, and may be found at AT&T's CLEC Online website. This provision shall not be construed as a waiver of either party's rights to dispute the reasonableness, lawfulness and/or enforceability of any provision of any incorporated document before the Commission following a good-faith effort to resolve any dispute informally between the parties.	referenced AT&T-21STATE business rule, guide or other such document containing processes or specifications applicable to the services provided pursuant to this Agreement, shall be construed to refer to only those provisions thereof that are applicable to these services, and shall include any successor or replacement versions thereof, all as they are amended from time to time and all of which are incorporated herein by reference, and may be found at AT&T's CLEC Online website. *This provision shall not be construed as a waiver of either party's rights to dispute the reasonableness, lawfulness and/or enforceability of any provision of any incorporated document before the Commission following a good-faith effort to resolve any dispute informally between the parties*.		unilaterally amend the Agreement by posting a document to its website, while CA is given no such ability nor any input into what AT&T may post to its website. CA must retain the ability to challenge the reasonableness, lawfulness or enforceability of anything that AT&T attempts to incorporate in this manner.
CA Issue 17b: OSS 3.3 RESOLVED	None	3.3 AT&T-21STATE will provide all relevant documentation (manuals, user guides, specifications, etc.) regarding business rules and other formatting information, as well as practices and procedures, necessary to handle OSS related requests. All relevant documentation will be readily accessible at AT&T's CLEC Online website. Documentation may be amended by AT&T-21STATE in its sole discretion from time to time. All Parties agree to abide by the procedures contained in the then-current documentation. This provision shall not be construed as a waiver of either party's rights to dispute the reasonableness, lawfulness and/or enforceability of any provision of any incorporated document before the Commission following a good-faith effort to resolve any dispute informally between the parties.	3.3 AT&T-21STATE will provide all relevant documentation (manuals, user guides, specifications, etc.) regarding business rules and other formatting information, as well as practices and procedures, necessary to handle OSS related requests. All relevant documentation will be readily accessible at AT&T's CLEC Online website. Documentation may be amended by AT&T-21STATE in its sole discretion from time to time. All Parties agree to abide by the procedures contained in the then-current documentation. *This provision shall not be construed as a waiver of either party's rights to dispute the reasonableness, lawfulness and/or enforceability of any provision of any incorporated document before the Commission following a good-faith effort to resolve any dispute informally between the parties.*	AT&T Florida accepts CA's additional language as set forth in its petition, resolving this issue.	See 17a above.
CA Issue 18:	None	3.7.2 If any provision of this Agreement is rejected or held to be illegal, invalid or	3.7.2 If any provision of this Agreement is rejected or held to be illegal, invalid or	AT&T Florida agrees to withdraw its additional language, resolving this	CA has simply stricken the last sentence of AT&T's proposed

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GTC 3.7.2 RESOLVED		unenforceable, each Party agrees that such provision shall be enforced to the maximum extent permissible so as to effect the intent of the Parties, and the validity, legality and enforceability of the remaining provisions of this Agreement shall not in any way be affected or impaired thereby. If necessary to affect the intent of the Parties, the Parties shall negotiate in good faith to amend this Agreement to replace the unenforceable language with enforceable language that reflects such intent as closely as possible.	unenforceable, each Party agrees that such provision shall be enforced to the maximum extent permissible so as to effect the intent of the Parties, and the validity, legality and enforceability of the remaining provisions of this Agreement shall not in any way be affected or impaired thereby. If necessary to affect the intent of the Parties, the Parties shall negotiate in good faith to amend this Agreement to replace the unenforceable language with enforceable language that reflects such intent as closely as possible.	Issue.	language. CA believes there is no reason for the entire negotiated agreement to be non-severable. AT&T has an anticompetitive motive for the agreement to be terminated, and obviously benefits if that occurs. CA has expended tremendous resources to negotiate the Draft agreement and its business may not survive termination of the agreement. If any provision is held by the Commission or by a court to be invalid or unenforceable, CA's proposed language already compels the parties to negotiate replacement language in good faith. That provision seems to conflict with AT&T's added language which would instead terminate the entire agreement if any provision were invalidated. CA's language (itself entirely proposed by AT&T) should be adequate remedy, without dismantling the entire agreement.
CA Issue 19a: GTC 3.12.1	i) Should each CLEC affiliate of CA be bound by this ICA or should only either party's successor? ii) Should a separate CLEC affiliate ICA contain substantially the same terms and conditions as this ICA?	3.12.1 This Agreement, including subsequent amendments, if any, shall bind AT&T-21STATE, CLEC and <u>any CLEC entity that currently or subsequently is owned or controlled by or under common ownership or control with CLEC. CLEC further agrees that the same or substantially the same terms and conditions shall be incorporated into any separate agreement between AT&T-21STATE and any such CLEC Affiliate that continues to operate as a separate entity.</u> This Agreement shall remain effective as to CLEC and any such CLEC <u>Affiliate</u> for the term of this Agreement as stated herein, (subject to any early termination due to default), until either	3.12.1 This Agreement, including subsequent amendments, if any, shall bind AT&T-21STATE, CLEC and ***all successors of the parties***. This Agreement shall remain effective as to CLEC and any such CLEC ***successors*** for the term of this Agreement as stated herein, (subject to any early termination due to default), until either AT&T-21STATE or CLEC or any such ***successor to either party*** institutes renegotiation consistent with the provisions of this Agreement for renewal and term. Notwithstanding the foregoing, this Agreement will not supersede a currently effective interconnection agreement between any such CLEC ***successor*** and AT&T-	i) Any CLEC affiliate of CA should be bound by this ICA unless it has its own separate ICA with AT&T Florida. CA's proposal to bind to this ICA CA's successor, without conditions, is inconsistent with agreed language in section 7.1.1 that CA will not assign the ICA without AT&T Florida's consent. Section 7.1.1 also provides the terms and conditions regarding any such assignment or transfer. ii) Yes. All affiliated CLECs should be bound by substantially the same terms and conditions. CLEC affiliates should not be permitted to	AT&T's language proposes to bind non-parties to this agreement, which is not legally permissible. CA language clarifies that this agreement only binds and benefits the parties executing this agreement and their respective successors, and no other parties whom AT&T may allege are affiliated but which are not parties to this agreement. CA notes that AT&T has not proposed that its own affiliates, including various AT&T companies like AT&T Wireless and AT&T U-Verse, should be bound by this agreement.

Issue Nos. and Section Reference(s).	Issue Statements	AT&T Florida Proposed Language	CA Proposed Language	AT&T Florida Position Statement	CA Position Statement
		AT&T-21STATE or CLEC or any such CLEC **Affiliate** institutes renegotiation consistent with the provisions of this Agreement for renewal and term. Notwithstanding the foregoing, this Agreement will not supersede a currently effective interconnection agreement between any such CLEC **Affiliate** and AT&T-21STATE **until the expiration of such other agreement.**	21STATE ***unless agreed in writing by the parties***.	ICA shop, picking and choosing the terms and conditions they choose to comply with from two (or more) different ICAs. In addition, neither CA nor its CLEC affiliate(s) should be entitled to bypass the terms of an existing ICA during its term.	
CA Issue 19b: GTC 32.1 RESOLVED	None	32.1 This Agreement is for the sole benefit of the Parties and their permitted assigns or successors, and nothing herein expressed or implied shall create or be construed to create any Third Party beneficiary rights or obligations hereunder. This Agreement shall not provide any Person not a Party hereto with any remedy, claim, liability, reimbursement, cause of action, or other right in excess of those existing without reference hereto.	32.1 This Agreement is for the sole benefit of the Parties and their permitted assigns or successors, and nothing herein expressed or implied shall create or be construed to create any Third Party beneficiary rights ***or obligations*** hereunder. This Agreement shall not provide any Person not a Party hereto with any remedy, claim, liability, reimbursement, cause of action, or other right in excess of those existing without reference hereto.	AT&T Florida accepts CA's inclusion of "or obligations" in section 32.1, resolving this issue.	CA language clarifies that this agreement only binds and benefits the parties executing this agreement and their respective successors and assigns, and no other parties which are not parties to this agreement.
CA Issue 20a: GTC 5.1	Should the GTCs state that the Parties shall provide each other local interconnection services or components at no charge?	5.1 Each Party is individually responsible to provide facilities within its network that are necessary for routing, transporting, measuring, and billing traffic from the other Party's network and for delivering such traffic to the other Party's network in the standard format compatible with AT&T-21STATE's network as referenced in Telcordia BOC Notes on LEC Networks Practice No. SR-TSV-002275, and to terminate the traffic it receives in that standard format to the proper address on its network. The Parties are each solely responsible for participation in and compliance with national network plans, including the National Network Security Plan and the Emergency Preparedness Plan.	5.1 Each Party is individually responsible to provide facilities within its network that are necessary for routing, transporting, measuring, and billing traffic from the other Party's network and for delivering such traffic to the other Party's network in the standard format compatible with AT&T-21STATE's network as referenced in Telcordia BOC Notes on LEC Networks Practice No. SR-TSV-002275, and to terminate the traffic it receives in that standard format to the proper address on its network. ***Each party shall bear all costs of local interconnection facilities on its side of the Point of Interconnection ("POI"), and neither party shall charge the other party non-recurring or monthly recurring charges associated with local interconnection services or components located at the POI or on the billing party's side of the***	No. First, it is not appropriate to include pricing in the GTCs. Pricing for local interconnection services is appropriately captured in the network interconnection and pricing attachments. Second, AT&T Florida is not obligated to provide CA with any and all services and components related to interconnection at no charge. For example, the Supreme Court determined in *Talk America* that AT&T Florida is obligated to make entrance facilities available to CLECs at TELRIC-based prices (not for free) when those facilities are used solely for interconnection.	It is well settled industry standard policy that each party must bear its own costs for local interconnection, but AT&T has refused to explain the nature of its objections to CA's revisions which make this clear.

Issue Nos. and Section Reference(s).	Issue Statements	AT&T Florida Proposed Language	CA Proposed Language	AT&T Florida Position Statement	CA Position Statement
			POI. The Parties are each solely responsible for participation in and compliance with national network plans, including the National Network Security Plan and the Emergency Preparedness Plan.		
CA Issue 20b: Net Int. 4.6.4	i) Should an ASR supplement be required to extend the due date when the review and discussion of a trunk servicing order extends beyond 2 business days? ii) Should AT&T Florida be obligated to process CA's ASRs at no charge?	4.6.4 The Parties will process trunk service requests submitted via a properly completed ASR within ten (10) business days of receipt of such ASR unless defined as a major project. Incoming orders will be screened by AT&T-21STATE for reasonableness based upon current utilization and/or consistency with forecasts. If the nature and necessity of an order requires determination, the ASR will be placed in held status and a joint planning discussion conducted. The Parties agree to expedite this discussion in order to minimize delay in order processing. Extension of this review and discussion process beyond two (2) Business Days from ASR receipt **will** require the ordering Party to supplement the order with proportionally adjusted Customer Desired Due Dates. Facilities must also be in place before trunk orders can be completed.	4.6.4 The Parties will process trunk service requests submitted via a properly completed ASR within ten (10) business days of receipt of such ASR unless defined as a major project. Incoming orders will be screened by AT&T-21STATE for reasonableness based upon current utilization and/or consistency with forecasts. If the nature and necessity of an order requires determination, the ASR will be placed in held status and a joint planning discussion conducted. The Parties agree to expedite this discussion in order to minimize delay in order processing. Extension of this review and discussion process beyond two (2) Business Days from ASR receipt *may* require the ordering Party to supplement the order with proportionally adjusted Customer Desired Due Dates. Facilities must also be in place before trunk orders can be completed. *Neither party shall charge the other for ASRs related to ordering, rearranging or disconnecting Local Interconnection trunks, including charges for due date changes and ordering intervals.*	i) Yes. Section 4.6 addresses trunk servicing, in other words, adjusting the sizing of working trunk groups based on utilization. In the event a trunk servicing order is in hold status more than two business days, an ASR supplement is required to establish a new due date. It is unreasonable to hold AT&T Florida to a due date when an order is on hold, and an ASR is necessary to change the due date. ii) The Commission should reject CA's proposal to require AT&T Florida to process CA's ASRs for free, which would require AT&T Florida to absorb the non-recurring costs incurred as a result of CA's trunk orders. As the "cost causer," CA should be fully responsible for such costs and should pay the full amount of all applicable non-recurring charges. Furthermore, CA's language is inconsistent with language to which it agreed in section 1.7.4 of the Pricing Schedule, which states: "CLEC shall pay the applicable service order processing/administration charge for each service order submitted by CLEC to AT&T-21STATE to process a request for installation, disconnection, rearrangement, change, or record order."	See 20a above
CA Issue 21a:	What is the appropriate time period for CA to deliver insurance	6.1.1.4 deliver to AT&T-21STATE certificates of insurance stating the types of insurance and policy limits. CLEC shall	6.1.1.4 deliver to AT&T-21STATE certificates of insurance stating the types of insurance and policy limits. CA shall	CA should deliver its insurance certificates prior to execution of the ICA. Once the ICA is executed and	CA should not be required to obtain insurance for service or work that it is not engaged in.

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GTC 6.1.1.4.1	certificates?	provide or will endeavor to have the issuing insurance company provide at least thirty (30) days advance written notice of cancellation, non-renewal, or reduction in coverage, terms, or limits to AT&T-21STATE. CLEC shall deliver such certificates: 6.1.1.4.1 <u>prior to execution of this Agreement and</u> prior to commencement of any Work; and	provide or will endeavor to have the issuing insurance company provide at least thirty (30) days advance written notice of cancellation, non-renewal, or reduction in coverage, terms, or limits to AT&T-21STATE. CA shall deliver such certificates 6.1.1.4.1 prior to commencement of any Work ***which requires specific insurance coverage under this agreement***; and	effective, CA is in business and can provide service to its customers at any time. AT&T Florida needs assurance that the proper insurance is in place in advance, and AT&T Florida cannot (nor is it entitled to) track the specifics of CA's business plan and service roll-out to customers. As a compromise, AT&T Florida could agree to require CA's insurance certificates no later than the earlier of 45 days following the effective date of the ICA or the commencement of any work.	
CA Issue 21b: GTC 6.2.2.12 and 6.2.2.14	i) What is the appropriate time period for CA to deliver the additional insured endorsement for Commercial General Liability insurance? ii) May CA exclude explosion, collapse and underground damage coverage from its Commercial General Liability policy if it will not engage in such work?	6.2.2.12 CLEC shall also provide a copy of the Additional Insured endorsement to AT&T-21STATE. The Additional Insured endorsement may either be specific to AT&T-21STATE or may be "blanket" or "automatic" addressing any person or entity as required by contract. A copy of the Additional Insured endorsement must be provided <u>within sixty (60) calendar days of execution of this Agreement</u> and within sixty (60) calendar days of each Commercial General Liability policy renewal; include a waiver of subrogation in favor of AT&T-21STATE, its Affiliates, and their directors, officers and employees; and 6.2.2.14 not exclude explosion, Collapse, and Underground Damage Liability must not be excluded from the Commercial General Liability policy for any Work involving explosives or any underground Work and Explosion, Collapse, and Underground Damage Liability will have the same limit requirement as the Commercial General Liability policy; and	6.2.2.12 CA shall also provide a copy of the Additional Insured endorsement to AT&T-21STATE. The Additional Insured endorsement may either be specific to AT&T-21STATE or may be "blanket" or "automatic" addressing any person or entity as required by contract. A copy of the Additional Insured endorsement must be provided ***prior to the placement of any orders for collocation, pole attachment or any other Unbundled Network Elements*** and within sixty (60) calendar days of each Commercial General Liability policy renewal; include a waiver of subrogation in favor of AT&T-21STATE, its Affiliates, and their directors, officers and employees; and 6.2.2.14 not exclude explosion, Collapse, and Underground Damage Liability must not be excluded from the Commercial General Liability policy for any Work involving explosives or any underground Work and Explosion, Collapse, and Underground Damage Liability will have the same limit requirement as the Commercial General Liability policy ***(if CA will engage in such work)***; and	i) CA should provide the Additional Insured endorsement within 60 days of executing the ICA, which is consistent with AT&T Florida's language in section 6.1.1.4.1 requiring provision of the insurance certificate prior to execution of the ICA. Sixty days is ample time for CA to obtain the endorsement from its insurance carrier. As a compromise, AT&T Florida could agree to require the endorsement within 60 days of CA's provision of the insurance certificate. CA's objection to obtaining the underlying insurance coverage is addressed in CA Issue 21a. ii) No. Any assertion by CA that it will not "engage in such work" cannot be verified or enforced. The ICA provides CA with the ability to engage in such work, and CA has no obligation to notify AT&T Florida when it does so. Thus, for example, if a CA representative goes into a single manhole, which is necessarily underground, it is engaging in "such work" and is exposing AT&T Florida to risk. It is unreasonable for the	AT&T's proposed language would require CA to obtain costly insurance for collocations, conduits and pole attachments even if CA has not ordered or used those elements. This artificially increases CA's costs. CA's language provides the same protections but only if CA is utilizing the elements to be insured. Further, CA may not be able to obtain insurance for hazardous activities that it is not engaged in and for which it does not have expertise.

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				ICA to obligate AT&T Florida to bear the risk of the hazards set forth in section 6.2.2.14 because CA was permitted to exclude them from its insurance policy.	
CA Issue 22: GTC 6.2.1.4	Should CA be required to include in its policy a waiver of subrogation?	6.2 The insurance coverage required by this Section 6.0 includes: 6.2.1 Workers' Compensation insurance with benefits afforded under the laws of any state in which the work is to be performed and Employers Liability insurance with limits of at least: 6.2.1.1 $100,000 for Bodily Injury – each accident; and 6.2.1.2 $500,000 for Bodily Injury by disease – policy limits; and 6.2.1.3 $100,000 for Bodily Injury by disease – each employee. 6.2.1.4 <u>To the fullest extent allowable by Law, the policy must include a waiver of subrogation in favor of AT&T-21STATE, its Affiliates, and their directors, officers and employees; and</u> 6.2.1.5 INTENTIONALLY LEFT BLANK	6.2 The insurance coverage required by this Section 6.0 includes: 6.2.1 Workers' Compensation insurance with benefits afforded under the laws of any state in which the work is to be performed and Employers Liability insurance with limits of at least: 6.2.1.1 $***100,000*** for Bodily Injury – each accident; and 6.2.1.2 $***500,000*** for Bodily Injury by disease – policy limits; and 6.2.1.3 $***100,000*** for Bodily Injury by disease – each employee. 6.2.1.4 ***INTENTIONALLY LEFT BLANK.*** 6.2.1.5 ***INTENTIONALLY LEFT BLANK.***	Yes. When CA's employees are on AT&T Florida's premises or interact with AT&T Florida's employees on a regular basis, a waiver of subrogation is required. This protects AT&T Florida from CA's insurance company coming back to AT&T Florida to reimburse it for payment of a claim that occurred on AT&T Florida's premises. AT&T Florida agrees to CA's proposed Employers Liability coverage levels in sections 6.2.1.1 - 6.2.1.3. AT&T Florida also agrees to withdraw its proposed language in section 6.2.1.5.	CA believes that its proposed policy limits are adequate to protects CA and its employees, and notes that CA's limits comply with all legal and regulatory requirements. AT&T has not shown that CA's proposed limits cause harm or risk to AT&T. CA has stricken the waiver of subrogation clause because it would serve to indemnify AT&T for damage that AT&T causes, which CA does not believe is reasonable. Both of the foregoing would unreasonably cause higher costs and/or an inability to obtain coverage for CA. CA has also stricken the Stop Gap provision as not applicable in Florida because Florida does not operate a state-run Workers' Compensation system.
CA Issue 23 GTC 6.2.2.5 RESOLVED	None	6.2.2 Commercial General Liability insurance written on Insurance Services Office (ISO) Form CG 00 01 or a substitute form providing equivalent coverage, covering liability arising from premises, operations, personal injury, products/completed operations, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract) with limits of at least:	6.2.2 Commercial General Liability insurance written on Insurance Services Office (ISO) Form CG 00 01 or a substitute form providing equivalent coverage, covering liability arising from premises, operations, personal injury, products/completed operations, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract) with limits of at least:	AT&T Florida agrees to withdraw its language in section 6.2.2.5, resolving this issue.	CA raised this issue with AT&T and received no response. This section specifically applies to **non-collocators only**, so there is no reason that CA should be required to carry the fire damage coverage if it is not collocating and has no access to AT&T's premises. CA does not object to the requirement to carry such insurance if it is collocating,

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		Non-Collocating 6.2.2.1 $2,000,000 General Aggregate; and 6.2.2.2 $1,000,000 Each Occurrence; and 6.2.2.3 $1,000,000 Personal Injury and Advertising Injury; and 6.2.2.4 $2,000,000 Products/Completed Operations Aggregate; and 6.2.2.5 INTENTIONALLY LEFT BLANK	Non-Collocating 6.2.2.1 $2,000,000 General Aggregate; and 6.2.2.2 $1,000,000 Each Occurrence; and 6.2.2.3 $1,000,000 Personal Injury and Advertising Injury; and 6.2.2.4 $2,000,000 Products/Completed Operations Aggregate; and 6.2.2.5 *INTENTIONALLY LEFT BLANK.*		which is specified in the following section (6.2.2.6 to 6.2.2.10). AT&T's language seems solely intended to artificially raise CA's operational costs, which is anti-competitive. AT&T did not respond to CA on this issue in negotiations.
CA Issue 24 GTC 6.2.2.6 through 6.2.2.10	Which Party's insurance requirements are appropriate for the ICA when CA is collocating?	6.2.2 Commercial General Liability insurance written on Insurance Services Office (ISO) Form CG 00 01 or a substitute form providing equivalent coverage, covering liability arising from premises, operations, personal injury, products/completed operations, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract) with limits of at least: Collocating 6.2.2.6 $10,000,000 General Aggregate; and 6.2.2.7 $5,000,000 Each Occurrence; and 6.2.2.8 $5,000,000 Personal Injury and Advertising Injury; and 6.2.2.9 $10,000,000 Products/Completed Operations Aggregate; and 6.2.2.10 $2,000,000 Damage to Premises Rented to You (Fire Legal Liability)	6.2.2 Commercial General Liability insurance written on Insurance Services Office (ISO) Form CG 00 01 or a substitute form providing equivalent coverage, covering liability arising from premises, operations, personal injury, products/completed operations, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract) with limits of at least: Collocating 6.2.2.6 *$2,000,000* General Aggregate; and 6.2.2.7 *$2,000,000* Each Occurrence; and 6.2.2.8 *$2,000,000* Personal Injury and Advertising Injury; and 6.2.2.9 *$2,000,000* Products/Completed Operations Aggregate; and 6.2.2.10 *$500,000* Damage to Premises Rented to You (Fire Legal Liability)	AT&T Florida's proposed insurance requirements provide reasonable protection, while CA's proposed coverage is inadequate. CA's proposed $2 million coverage in the aggregate could be eroded by the payment of other claims, and the low limit of $2 million each occurrence could create an exposure to AT&T Florida if the limit did not cover a claim.	CA believes that its proposed general liability limits are adequate to insure all actual risks caused by CA's activities when collocating. AT&T has not shown that it reasonably incurs risk greater than CA's proposed limits. CA has limited the Fire Liability coverage because collocated equipment must comply with the National Equipment Building Standards (NEBS), which does not pose substantial fire risk by design. CA has not objected to AT&T's additional requirement in GTC 6.2.5 for an additional $1,000.000.00 Umbrella Policy
CA Issue 25: GTC 7.1.1	i) What notification interval should CA provide to AT&T Florida for a proposed assignment or transfer? ii) Should AT&T Florida	7.1.1 CLEC may not assign, delegate, or otherwise transfer its rights or obligations under this Agreement, voluntarily or involuntarily, directly or indirectly, whether by merger, consolidation, dissolution, operation of law, Change in Control or any other manner, without the prior written	7.1.1 CA may not assign, delegate, or otherwise transfer its rights or obligations under this Agreement, voluntarily or involuntarily, directly or indirectly, whether by merger, consolidation, dissolution, operation of law, Change in Control or any other manner, without the prior written	i) CA should provide AT&T Florida with at least 120 calendar days' notice of a proposed assignment or transfer. This time is needed to evaluate the financial status of the potential assignee and to effectuate the appropriate changes in AT&T	CA has added a provision requiring that AT&T may not unreasonably withhold consent, and has also deleted two sentences which would give AT&T unreasonable ability to prevent the sale or acquisition of

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	be obligated to recognize an assignment or transfer that is not permitted? iii) Should the ICA disallow assignment or transfer of the ICA to an Affiliate that has its own ICA in the same state?	consent of AT&T-21STATE, which shall not be unreasonably withheld. For any proposed assignment or transfer CLEC shall provide AT&T-21STATE with a minimum **of one hundred twenty (120)** calendar days advance written Notice of any assignment associated with a CLEC Company Code (ACNA/CIC/OCN) change or transfer of ownership of assets and request AT&T-21STATE's written consent. CLEC's written Notice shall include the anticipated effective date of the assignment or transfer. **Any attempted assignment or transfer that is not permitted is void as to AT&T-21STATE and need not be recognized by AT&T-21STATE unless it consents or otherwise chooses to do so for a more limited purpose.** CLEC may assign or transfer this Agreement and all rights and obligations hereunder, whether by operation of law or otherwise, to an Affiliate by providing sixty (60) calendar days advance written Notice of such assignment to AT&T-21STATE; provided that such assignment or transfer is not inconsistent with Applicable Law (including the Affiliate's obligation to obtain and maintain proper Commission certification and approvals) or the terms and conditions of this Agreement. **Notwithstanding the foregoing, CLEC may not assign or transfer this Agreement, or any rights or obligations hereunder, to an Affiliate if that Affiliate is a Party to a separate interconnection agreement with AT&T-21STATE under Sections 251 and 252 of the Act that covers the same state(s) as this Agreement. Any attempted assignment or transfer that is not permitted is void *ab initio.***	consent of AT&T-21STATE, which shall not be unreasonably withheld. For any proposed assignment or transfer CA shall provide AT&T-21STATE with a minimum of ***sixty (60)*** calendar days advance written Notice of any assignment associated with a CA Company Code (ACNA/CIC/OCN) change or transfer of ownership of assets and request AT&T-21STATE's written consent. CA's written Notice shall include the anticipated effective date of the assignment or transfer. CA may assign or transfer this Agreement and all rights and obligations hereunder, whether by operation of law or otherwise, to an Affiliate by providing sixty (60) calendar days advance written Notice of such assignment to AT&T-21STATE; provided that such assignment or transfer is not inconsistent with Applicable Law (including the Affiliate's obligation to obtain and maintain proper Commission certification and approvals) or the terms and conditions of this Agreement.	Florida's systems. ii) No. AT&T Florida should not be obligated to accept an assignment or transfer that is not permitted. iii) Yes. CA and its potential assignee are each bound by the terms of its own ICA. CA and the assignee should not be permitted to ICA shop, selecting the terms and conditions they prefer between two different ICAs and bypassing the terms of their existing ICAs prior to termination.	CA or its assets. CA has revised the required notice of acquisition from 120 days to 60 days, and AT&T has not shown why 60 days would be inadequate.
CA Issue 26: GTC 8.2.1	Should the ICA expire on a date certain that is two years plus 90 days from the date the ICA is	8.2.1 Unless terminated for breach (including nonpayment), the term of this Agreement shall commence upon the Effective Date of this Agreement and shall	8.2.1 Unless terminated for breach (including nonpayment), the term of this Agreement shall commence upon the Effective Date of this Agreement and shall	The ICA should expire on a date certain that is two years plus 90 days from the date the ICA is sent to CA for execution. This	CA is a small company with limited resources, has expended tremendous resources to negotiate this Draft, and is being

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	sent to CA for execution, or should the term of the ICA be five years from the effective date?	expire <u>on <<txtExpDate>></u> (the "Initial Term"). [Two years +90 days from the date sent to CLEC for execution.]	expire ***five years from the Effective Date*** (the "Initial Term").	accomplishes three things. First, it removes any confusion regarding exactly when the ICA expires, which is important in administering the ICA, not only for CA, but also for those CLECs electing to adopt CA's ICA pursuant to section 252(i) of the 1996 Act. Second, it provides for approximately a two-year term by building in some leeway to allow for the normal processing and ICA approval time that is inherent in the process. And third, a term that is slightly more than two years provides the Parties with the ability to accommodate the rapidly changing telecommunications industry should modifications to the ICA that are not directly tied to a change in law be appropriate. CA's proposed term of five years is too long in today's rapidly-changing industry.	forced to arbitrate dozens of issues that AT&T has refused to discuss. CA believes that AT&T has not shown that it is entitled to a two year term, which is what AT&T has demanded. AT&T has claimed that it desires a two year term due to expected changes in the marketplace over the next two years, but AT&T has a well established history of exercising "Change of Law" provisions in order to accomplish changes to Agreements prior to the expiration of their term when it serves AT&T's interests to do so. AT&T has not shown any reason why it would be unable to invoke Change of Law for this Agreement, but instead has demanded a two-year term which would artificially and needlessly increase CA's costs. It is also worthy of note that AT&T verbally offered to provide assurance to CA under separate cover that it would permit the Agreement to run longer than two years in "evergreen" status, but that AT&T desired the two year term in order to limit the time that other CLECs may adopt this Agreement. CA rejected that offer, and believes that such tactics are not in good faith and are blatantly anticompetitive. AT&T currently maintains dozens of ICAs for CLECs that have been in evergreen status for almost a decade. These are routinely amended to reflect changes in law.
CA Issue 27:	Should termination due to failure to correct a	8.3.1 Notwithstanding any other provision of this Agreement, either Party may terminate	8.3.1 Notwithstanding any other provision of this Agreement, either Party may	No. A party needs to be able to terminate the ICA in the event of a	Although AT&T's language throughout this Draft provides

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GTC 8.3.1	material breach be prohibited if the breach is the subject of pending litigation or regulatory proceeding between the parties?	this Agreement and the provision of any Interconnection Services provided pursuant to this Agreement, at the sole discretion of the terminating Party, in the event that the other Party fails to perform a material obligation or breaches a material term of this Agreement and the other Party fails to cure such nonperformance or breach within forty-five (45) calendar days after written Notice thereof. If the nonperforming Party fails to cure such nonperformance or breach within the forty-five (45) calendar day period provided for within the original Notice, then the terminating Party will provide a subsequent written Notice of the termination of this Agreement and such termination shall take effect immediately upon delivery of written Notice to the other Party.	terminate this Agreement and the provision of any Interconnection Services provided pursuant to this Agreement, at the sole discretion of the terminating Party, in the event that the other Party fails to perform a material obligation or breaches a material term of this Agreement and the other Party fails to cure such nonperformance or breach within forty-five (45) calendar days after written Notice thereof. If the nonperforming Party fails to cure such nonperformance or breach within the forty-five (45) calendar day period provided for within the original Notice, then the terminating Party will provide a subsequent written Notice of the termination of this Agreement and such termination shall take effect immediately upon delivery of written Notice to the other Party. ***Neither party shall terminate this Agreement or service under this provision if the alleged breach is disputed and the Dispute Resolution process has been invoked but not concluded, including all appeals.***	material breach. CA's proposed language could obligate AT&T Florida to continue operating pursuant to the ICA for a prolonged period of time while related litigation worked its way through the court system, including any appeals. During this protracted period of time, CA would have no obligation to cure the breach and AT&T Florida would have no recourse. The Commission need not be concerned that AT&T Florida would terminate an ICA if there is any legitimate dispute about the breach. AT&T Florida is extraordinarily cautious about terminations and is mindful of the liability to which it would be exposed if it terminated without ample cause.	that CA's sole remedy for any dispute or issue should be the Agreement's dispute resolution provision, AT&T repeatedly seeks to provide itself with exclusive, one-sided alternative remedies such as this one. Under AT&T's proposed language, it could simply allege a breach, invoking no formal process and proving nothing, and terminate all service to CA and CA's customers thereby putting its competitor out of business. This is clearly anti-competitive, and does not encourage competition as the Act requires. If AT&T alleges that CA has breached the Agreement and CA disputes the allegation, AT&T should be required to follow the dispute resolution provision and prove its allegations before causing fatal harm to CA and CA customers. AT&T has access to the Commission's new expedited dispute resolution process for a speedy decision if it so chooses.
CA Issue 28: GTC 8.4.6	Should AT&T Florida be permitted to reject CA's request to negotiate a new ICA when CA has an outstanding balance under this ICA?	8.4.6 AT&T may reject a request under Section 252 to initiate negotiations for a new agreement if CLEC has an outstanding balance under this Agreement. CLEC may send a subsequent notice under Section 252 when the outstanding balance has been paid in full.	8.4.6 AT&T may reject a request under Section 252 to initiate negotiations for a new agreement if CA has an ***undisputed*** outstanding balance under this Agreement. CA may send a subsequent notice under Section 252 when the outstanding balance has been paid in full.	Yes. CA should not be permitted to negotiate a new ICA unless it has satisfied its payment obligations pursuant to the existing ICA. Both parties have an incentive to handle billing disputes reasonably and expeditiously. CA's statement that AT&T Florida would fail to invoke the dispute resolution process to blackmail CA into paying its bill is absurd, and it ignores CA's own right to invoke dispute resolution to clear any pending billing disagreements.	Although AT&T's language throughout this Agreement provides that CA's sole remedy for any dispute or issue should be the Agreement's dispute resolution provision, AT&T repeatedly seeks to provide itself with exclusive, one-sided alternative remedies such as this one. Under AT&T's proposed language, it could fail or refuse to cooperate with CA to resolve bonafide billing disputes, fail to invoke the dispute resolution provision of this Agreement to resolve such disputes, but then

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					refuse to negotiate a successor agreement at the end of the term, essentially blackmailing CA into paying disputed charges if it wishes to continue its operations. CA points out that AT&T is already entitled to terminate the Agreement for breach, and if it so terminates then there would be no requirement to negotiate a successor. AT&T should not have the right to refuse negotiations simply because it has not pursued the remedies available to it under this Agreement to resolve disputes with CA.
CA Issue 29: GTC 10.8.3	Should AT&T Florida be able to draw on the Letter of Credit or Cash Deposit upon expiration or termination of the Agreement?	10.8 AT&T-21STATE may, but is not obligated to, draw on the Letter of Credit or the Cash Deposit, as applicable, upon the occurrence of any one of the following events: 10.8.1 CLEC owes AT&T-21STATE undisputed charges under this Agreement that are more than thirty (30) calendar days past due; or 10.8.2 CLEC admits its inability to pay its debts as such debts become due, has commenced a voluntary case (or has had an involuntary case commenced against it) under the U.S. Bankruptcy Code or any other law relating to insolvency, reorganization, winding-up, composition or adjustment of debts or the like, has made an assignment for the benefit of creditors or is subject to a receivership or similar proceeding**; or** 10.8.3 **The expiration or termination of this Agreement.**	10.8 AT&T-21STATE may, but is not obligated to, draw on the Letter of Credit or the Cash Deposit, as applicable, upon the occurrence of any one of the following events: 10.8.1 CA owes AT&T-21STATE undisputed charges under this Agreement that are more than thirty (30) calendar days past due; or 10.8.2 CA admits its inability to pay its debts as such debts become due, has commenced a voluntary case (or has had an involuntary case commenced against it) under the U.S. Bankruptcy Code or any other law relating to insolvency, reorganization, winding-up, composition or adjustment of debts or the like, has made an assignment for the benefit of creditors or is subject to a receivership or similar proceeding. 10.8.3 *INTENTIONALLY LEFT BLANK.*	Yes. AT&T Florida needs the option of drawing on the letter of credit or deposit after the ICA has expired or been terminated to recoup any balances CA may still owe. Otherwise, CA could walk away from the ICA without paying its last month's bill, and AT&T Florida would have no assurance of payment.	CA believes that AT&T's right to draw upon the deposit or letter of credit based upon unpaid/undisputed charges or in the case of CA's insolvency is adequate to protect AT&T's interests, and that the expiration of the Agreement should not be a condition for such an action. Nothing in the Agreement requires AT&T to refund a deposit upon expiration of the Agreement, which will most likely be replaced with a successor agreement under which any deposit would likely continue to be held by AT&T. AT&T's language would permit it to take the deposit upon every Agreement expiration and/or renewal and to bypass the normal dispute resolution process between the parties to resolve disputed charges. CA believes that striking "expiration or termination of this Agreement" as a trigger to taking CA's

Issue Nos. and Section Reference(s).	Issue Statements	AT&T Florida Proposed Language	CA Proposed Language	AT&T Florida Position Statement	CA Position Statement
					deposit is appropriate.
CA Issue 30: GTC 11.8	Should CA be responsible for Late Payment Charges when CA's payment is delayed as a result of its failure to use electronic funds credit transfers through the ACH network?	11.8 Processing of payments not made via electronic funds credit transfers through the ACH network may be delayed. CLEC is responsible for any Late Payment Charges resulting from CLEC's failure to use electronic funds credit transfers through the ACH network.	11.8 *None. Delete.*	Yes. AT&T Florida's language makes clear that if CA does not pay electronically through the ACH network, its payment may be delayed. Such delays may prevent AT&T Florida from posting CA's payment by the bill due date. Late payment charges are appropriate when CA's payment is not timely. AT&T Florida's language does not state that late payment charges will apply if CA makes a timely payment through means other than electronic transfer via ACH, e.g., via check.	CA seeks to strike this paragraph entirely, because is seems to impose late payment charges upon CA if CA makes timely payments to AT&T in a manner other than ACH, and AT&T does not timely post those payments after receipt. This would constitute a penalty upon CA if CA chose not to process payment via ACH, even if CA made payment on time.
CA Issue 31a: GTC 11.9	Should the disputing party use the billing party's preferred form or method to communicate billing disputes?	11.9 If Unpaid Charges are subject to a billing dispute between the Parties, the Non-Paying Party must, prior to the Bill Due Date, give written notice to the Billing Party of the Disputed Amounts and include in such written notice the specific details and reasons for disputing each item listed in Section 13.4 below. The Disputing Party should utilize the preferred form or method provided by the Billing Party to communicate disputes to the Billing Party.	11.9 If Unpaid Charges are subject to a billing dispute between the Parties, the Non-Paying Party must, prior to the Bill Due Date, give written notice to the Billing Party of the Disputed Amounts and include in such written notice the specific details and reasons for disputing each item listed in Section 13.4 below.	Yes. AT&T Florida deals with a large number of CLECs and is able to process billing disputes most expeditiously when they use a standard mechanism for submitting such disputes. The information and format requested by AT&T Florida ensures that the information provided by the customer is sufficient to identify the exact billed item in dispute with clarity and improves AT&T Florida's ability to resolve the disputes accurately and in a timely fashion. When customers use a different format, there are often delays and confusion in processing claims. In many cases the claims are rejected because the CLEC-provided data is inadequate.	AT&T has a well-established history of inaccurate CLEC billing and failure to timely resolve disputes in good faith. As a result, CLECs must devote substantial resources to AT&T billing disputes month after month. CA has its own automated systems which can automatically submit billing disputes to AT&T when appropriate, which saves considerable CA time and resources. CA's automated process provides all information required by Section 13.4 of this Agreement for billing disputes and emails the CA form to the address provided by AT&T for that purpose. Requiring the use of AT&T's "special form" spreadsheet for each dispute submittal requires substantial extra resources to be allocated by CA to the processing of billing disputes, as CA must dedicate one or more employees to manually take the dispute details

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					from CA's dispute form and place those same details upon AT&T's form. This manual process also unnecessarily increases the likelihood of errors not present with the automated system. Since both forms provide the exact same information and both forms are emailed to the same AT&T email address, requiring the use of AT&T's form is simply an extra burden placed by AT&T upon its competitor. CA sees no reason why AT&T should not process disputes in good faith solely because they are not on a special form. CA believes that any mechanism whereby the billing party is provided written notice of a dispute which contains sufficient details to describe the dispute should be adequate.
CA Issue 31b GTC 13.4	Should CA use AT&T Florida's form to notify AT&T Florida that it is disputing a bill?	13.4 Service Center Dispute Resolution - the following Dispute Resolution procedures will apply with respect to any billing dispute arising out of or relating to the Agreement. <u>Written Notice sent to AT&T-21STATE for Disputed Amounts must be made on the "Billing Claims Dispute Form".</u>	13.4 Service Center Dispute Resolution - the following Dispute Resolution procedures will apply with respect to any billing dispute arising out of or relating to the Agreement.	Yes. See AT&T Florida's position for CA Issue 31a.	See comments for Issue 30 above.
CA Issue 32a: GTC 11.9, 11.12, and 11.13.2 through 11.13.4	Should a Party that disputes a bill be required to pay the disputed amount into an interest-bearing escrow account pending resolution of the dispute?	11.9 … On or before the Bill Due Date, the Non-Paying Party must pay: (i) all undisputed amounts to the Billing Party <u>and (ii) all Disputed Amounts, except for Disputed Amounts arising from compensation for the termination of Section 251(b)(5) Traffic or ISP-Bound Traffic, into an interest bearing escrow account with a Third Party escrow agent that is mutually agreed upon by the Parties.</u>	11.9 … On or before the Bill Due Date, the Non-Paying Party must pay: (i) all undisputed amounts to the Billing Party.	Yes. AT&T ILECs have lost tens of millions of dollars to carriers that disputed their bills without a proper basis and then, when the disputes were resolved in AT&T's favor, did not have the funds to pay the amounts they owed. AT&T Florida's escrow language is a reasonable measure to prevent this. If CA disputes an AT&T Florida bill (other than for reciprocal compensation) CA should be required to deposit	CA objects to and has stricken AT&T's requirement that all disputed charges must be paid into escrow by CA. This requirement is clearly unfair to CA, as it would permit AT&T to bill CA any amount that it chooses "in error" and CA, through no fault of its own, would automatically be in default of this agreement if it was unable to raise the funds that AT&T

Issue Nos. and Section Reference(s).	Issue Statements	AT&T Florida Proposed Language	CA Proposed Language	AT&T Florida Position Statement	CA Position Statement
		11.9.1 Identification of circumstances in which the Non-Paying Party shall not be required to pay a Disputed Amount into an escrow account: 11.9.1.1 The Non-Paying Party shall not be required to pay a Disputed Amount into an escrow account if its total Disputed Amounts not paid into escrow do not exceed $15,000. 11.9.1.2 The Non-Paying Party shall not be required to pay a Disputed Amount into an escrow account if it has established a minimum of 12 consecutive months of timely payment history and its total outstanding and unpaid invoice charges do not exceed 10 percent of the then-current monthly billing to said Non-Paying Party. 11.9.1.3 If the Billed Party believes in good faith that a billed amount is incorrect by reason of a clerical, or arithmetic error (e.g., erroneous use of a $0.50 rate when applicable rate for the service billed is $0.05, or multiplication by 1220 units when actual number of units was 220), the Billed Party may dispute the bill by bringing the asserted error to the Billing Party's attention without paying the Disputed Amount into an escrow account. Upon the assertion of such a dispute, 11.9.1.3.1 If the Billing Party agrees in all respects with the Billed Party's assertion of the error, the Billing Party will correct the error. 11.9.1.3.2 If the Billing Party agrees that a billing error has apparently occurred, but requires additional time for investigation or to ascertain the correct amount, the Billing Party will notify the	11.9.1 *INTENTIONALLY LEFT BLANK* 11.9.1.1 *INTENTIONALLY LEFT BLANK* 11.9.1.2 *INTENTIONALLY LEFT BLANK* 11.9.1.3 *INTENTIONALLY LEFT BLANK* 11.9.1.3.1 *INTENTIONALLY LEFT BLANK* 11.9.1.3.2 *INTENTIONALLY LEFT BLANK*	the disputed amounts in an interest-bearing escrow account in order to ensure that funds will be available if the dispute is resolved in AT&T Florida's favor. The escrow provisions proposed by AT&T Florida are consistent with the escrow provisions in many current ICAs, and need to be in CA's ICA. AT&T Florida's proposed language in section 11.9.1 provides exceptions to the escrow requirement that significantly limit CA's obligation to escrow disputed amounts, while still affording AT&T Florida some protection against the lost revenue that would result when disputes for larger amounts are resolved in AT&T Florida's favor and CA (or an adopting CLEC) cannot pay..	incorrectly billed and place them into escrow. Further, AT&T's proposed language does not require AT&T to compensate CA for its costs to raise and escrow the funds even if disputes are resolved in CA's favor. Once again, AT&T seeks to require CA to follow the dispute resolution process but seeks to create a separate, one-sided process for itself instead of following the dispute resolution provision. CA has already agreed to AT&T's deposit requirement, and that would provide adequate assurance of payment to AT&T if it timely invoked dispute resolution, including use the Commission's expedited dispute resolution process if it chooses, limiting its exposure and obtaining finality on any disputes.

Issue Nos. and Section Reference(s).	Issue Statements	AT&T Florida Proposed Language	CA Proposed Language	AT&T Florida Position Statement	CA Position Statement
		Disputing Party in writing of the portion of its invoice, if any, that the Disputing Party is required to pay or escrow pending resolution of the dispute, with the amount of any required escrow to be reasonable under the circumstances. The Non-Paying Party shall pay into escrow as set forth in Section 11.10 below the amount reasonably specified by the Billing Party within five business days of its receipt of such specification, and if (but only if) the Non-Paying Party does so, the payment into escrow will be deemed to have been made, for purposes of perfection of the dispute, on the date on which the Billed Party initially disputed the bill under subsection 11.9.1.3. 11.9.1.3.3 If the Billing Party determines in good faith that no billing error has occurred, the Billing Party will so notify the Non-Paying Party, and may demand that the Non-Paying Party pay the Disputed Amount into escrow if it wishes to dispute the bill. Within five business days of its receipt of such a demand, the Disputing Party shall pay the Disputed Amount into an interest bearing escrow account as set forth in Section 11.10 below, and if (but only if) the Disputing Party does so, the payment into escrow will be deemed to have been made, for purposes of perfection of the Billing Dispute, as of the date on which the Billed Party initially disputed the bill under subsection 11.9.1.3 11.10 Requirements to Establish Escrow Accounts: 11.10.1 To be acceptable, the Third Party escrow agent must meet all of the following criteria:	11.9.1.3.3 *INTENTIONALLY LEFT BLANK* 11.10 *INTENTIONALLY LEFT BLANK.* 11.10.1 *INTENTIONALLY LEFT BLANK.*		

Issue Nos. and Section Reference(s).	Issue Statements	AT&T Florida Proposed Language	CA Proposed Language	AT&T Florida Position Statement	CA Position Statement
		11.10.1.1 <u>The financial institution proposed as the Third Party escrow agent must be located within the continental United States;</u> 11.10.1.2 <u>The financial institution proposed as the Third Party escrow agent may not be an Affiliate of either Party; and</u> 11.10.1.3 <u>The financial institution proposed as the Third Party escrow agent must be authorized to handle ACH credit transfers.</u> 11.10.2 <u>In addition to the foregoing requirements for the Third Party escrow agent, the Disputing Party and the financial institution proposed as the Third Party escrow agent must agree in writing furnished to the Billing Party that the escrow account will meet all of the following criteria:</u> 11.10.2.1 <u>The escrow account must be an interest bearing account;</u> 11.10.2.2 <u>all charges associated with opening and maintaining the escrow account will be borne by the Disputing Party;</u> 11.10.2.3 <u>that none of the funds deposited into the escrow account or the interest earned thereon may be used to pay the financial institution's charges for serving as the Third Party escrow agent;</u> 11.10.2.4 <u>all interest earned on deposits to the escrow account will be disbursed to the Parties in the same proportion as the principal; and</u> 11.10.2.5 <u>disbursements from the escrow account will be limited to those:</u>	11.10.1.1 *INTENTIONALLY LEFT BLANK.* 11.10.1.2 *INTENTIONALLY LEFT BLANK.* 11.10.1.3 *INTENTIONALLY LEFT BLANK.* 11.10.2 *INTENTIONALLY LEFT BLANK.* 11.10.2.1 *INTENTIONALLY LEFT BLANK.* 11.10.2.2 *INTENTIONALLY LEFT BLANK.* 11.10.2.3 *INTENTIONALLY LEFT BLANK.* 11.10.2.4 *INTENTIONALLY LEFT BLANK.* 11.10.2.5 *INTENTIONALLY LEFT BLANK.*		

Issue Nos. and Section Reference(s).	Issue Statements	AT&T Florida Proposed Language	CA Proposed Language	AT&T Florida Position Statement	CA Position Statement
		11.10.2.5.1 <u>authorized in writing by both the Disputing Party and the Billing Party (that is, signature(s) from representative(s) of the Disputing Party only are not sufficient to properly authorize any disbursement); or</u> 11.10.2.5.2 <u>made in accordance with the final, non-appealable order of the arbitrator appointed pursuant to the provisions of Section 13.7 below; or</u> 11.10.2.5.3 <u>made in accordance with the final, non-appealable order of the court that had jurisdiction to enter the arbitrator's award pursuant to Section 13.7 below.</u> 11.11 <u>Disputed Amounts in escrow will be subject to Late Payment Charges as set forth in Section 11.3 above.</u> 11.12 <u>Issues related to Disputed Amounts shall be resolved in accordance with the procedures identified in the Dispute Resolution provisions set forth in Section 13.0 below.</u> 11.13 If the Non-Paying Party disputes any charges and any portion of the dispute is resolved in favor of such Non-Paying Party, the Parties will cooperate to ensure that all of the following actions are completed: 11.13.1 the Billing Party will credit the invoice of the Non-Paying Party for that portion of the Disputed Amounts resolved in favor of the Non-Paying Party, together with any Late Payment Charges assessed with respect thereto no later than the second Bill Due Date after resolution of the dispute.	11.10.2.5.1 *INTENTIONALLY LEFT BLANK.* 11.10.2.5.2 *INTENTIONALLY LEFT BLANK.* 11.10.2.5.3 *INTENTIONALLY LEFT BLANK.* 11.11 *INTENTIONALLY LEFT BLANK.* 11.12 *INTENTIONALLY LEFT BLANK.* 11.13 If the Non-Paying Party disputes any charges and any portion of the dispute is resolved in favor of such Non-Paying Party, the Parties will cooperate to ensure that all of the following actions are completed: 11.13.1 the Billing Party will credit the invoice of the Non-Paying Party for that portion of the Disputed Amounts resolved in favor of the Non-Paying Party, together with any Late Payment Charges assessed with respect thereto no later than the second Bill Due Date after resolution of the dispute.		

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		11.13.2 <u>within ten (10) Business Days after resolution of the dispute, the portion of the escrowed Disputed Amounts resolved in favor of the Non-Paying Party will be released to the Non-Paying Party, together with any interest accrued thereon;</u> 11.13.3 <u>within ten (10) Business Days after resolution of the dispute, the portion of the escrowed Disputed Amounts resolved in favor of the Billing Party will be released to the Billing Party, together with any interest accrued thereon; and</u> 11.13.4 <u>no later than the third Bill Due Date after the resolution of the dispute, the Non-Paying Party will pay the Billing Party the difference between the amount of accrued interest the Billing Party received from the escrow disbursement and the amount of Late Payment Charges the Billing Party is entitled to receive pursuant to Section 11.9 above.</u>	11.13.2 *INTENTIONALLY LEFT BLANK.* 11.13.3 *INTENTIONALLY LEFT BLANK.* 11.13.4 *INTENTIONALLY LEFT BLANK.*		
CA Issue 32b: GTC 12.4.3 and 12.4.4	Should a Party that disputes a bill be required to pay the disputed amount into an interest-bearing escrow account pending resolution of the dispute?	12.4 If the Non-Paying Party desires to dispute any portion of the Unpaid Charges, the Non-Paying Party must complete all of the following actions not later than fifteen (15) calendar days following receipt of the Billing Party's notice of Unpaid Charges: 12.4.1 notify the Billing Party in writing which portion(s) of the Unpaid Charges it disputes, including the total Disputed Amounts and the specific details listed in Section 13.4 below of this Agreement, together with the reasons for its dispute; and 12.4.2 pay all undisputed Unpaid Charges	12.4 If the Non-Paying Party desires to dispute any portion of the Unpaid Charges, the Non-Paying Party must complete all of the following actions not later than fifteen (15) calendar days following receipt of the Billing Party's notice of Unpaid Charges: 12.4.1 notify the Billing Party in writing which portion(s) of the Unpaid Charges it disputes, including the total Disputed Amounts and the specific details listed in Section 13.4 below of this Agreement, together with the reasons for its dispute; and 12.4.2 pay all undisputed Unpaid Charges	Yes. See Issue 32a above.	See comment above for 32b. CA has stricken the two paragraphs which require payment of disputed amounts into escrow.

Issue Nos. and Section Reference(s).	Issue Statements	AT&T Florida Proposed Language	CA Proposed Language	AT&T Florida Position Statement	CA Position Statement
		to the Billing Party; and 12.4.3 pay all Disputed Amounts (other than Disputed Amounts arising from Intercarrier Compensation) into an interest bearing escrow account that complies with the requirements set forth in Section 11.10 above; and 12.4.4 furnish written evidence to the Billing Party that the Non-Paying Party has established an interest bearing escrow account that complies with all of the terms set forth in Section 11.10 above and deposited a sum equal to the Disputed Amounts into that account (other than Disputed Amounts arising from Intercarrier Compensation). Until evidence that the full amount of the Disputed Charges (other than Disputed Amounts arising from Intercarrier Compensation) has been deposited into an escrow account that complies with Section 11.10 above is furnished to the Billing Party, such Unpaid Charges will not be deemed to be "disputed" under Section 13.0 below.	to the Billing Party. 12.4.3 *INTENTIONALLY LEFT BLANK.* 12.4.4 *INTENTIONALLY LEFT BLANK.*		
CA Issue 32c: GTC 12.6.2	Should a Party that disputes a bill be required to pay the disputed amount into an interest-bearing escrow account pending resolution of the dispute?	12.6 If the Non-Paying Party fails to: 12.6.1 pay any undisputed Unpaid Charges in response to the Billing Party's Discontinuance Notice as described in Section 12.2 above; 12.6.2 deposit the disputed portion of any Unpaid Charges into an interest bearing escrow account that complies with all of the terms set forth in Section 11.10 above within the time specified in Section 12.2 above;	12.6 If the Non-Paying Party fails to: 12.6.1 pay any undisputed Unpaid Charges in response to the Billing Party's Discontinuance Notice as described in Section 12.2 above; 12.6.2 *INTENTIONALLY LEFT BLANK.*	Yes. See Issue 32a above.	See comment to 32a above. CA has stricken the paragraph which requires payment of disputed amounts into escrow.
CA Issue 33:	i) Should the ICA	12.2 Failure to pay charges shall be	12.2 Failure to pay ***undisputed*** charges	i) No. The billing party should be	Once again, AT&T seeks to

Issue Nos. and Section Reference(s).	Issue Statements	AT&T Florida Proposed Language	CA Proposed Language	AT&T Florida Position Statement	CA Position Statement
GTC 12.2	provide that the billing party may only send a discontinuance notice for unpaid undisputed charges? ii) Should the non-paying party have 15 or 30 calendar days from the date of a discontinuance notice to remit payment?	grounds for disconnection of Interconnection Services furnished under this Agreement. If a Party fails to pay any charges billed to it under this Agreement, including but not limited to any Late Payment Charges or Unpaid Charges, and any portion of such Unpaid Charges remain unpaid after the Bill Due Date, the Billing Party will send a Discontinuance Notice to such Non-Paying Party. The Non-Paying Party must remit all Unpaid Charges to the Billing Party within **fifteen (15)** calendar days of the Discontinuance Notice.	shall be grounds for disconnection of Interconnection Services furnished under this Agreement. If a Party fails to pay any ***undisputed*** charges billed to it under this Agreement, including but not limited to any Late Payment Charges or Unpaid Charges, and any portion of such ***undisputed*** Unpaid Charges remain unpaid after the Bill Due Date, the Billing Party will send a Discontinuance Notice to such Non-Paying Party. The Non-Paying Party must remit all undisputed Unpaid Charges to the Billing Party within ***thirty (30)*** calendar days of the Non-Paying Party's receipt of the Discontinuance Notice.	entitled to send a discontinuance notice for unpaid charges. This includes disputed amounts when they remain unpaid following resolution of a dispute. See also CA Issue 15. ii) The non-paying party should have 15 calendar days from the date of a discontinuance notice to remit payment. The billed party has already had 30 days from the bill date to pay the before the bill becomes past due. This gives the billed party a *minimum* of 45 days (and most likely longer) to pay its bill in order to avoid service disruption or disconnection, which is reasonable. See also CA Issue 15.	provide itself with remedies other than the dispute resolution process in this agreement while denying CA the protections of due process. CA must have a right to not pay disputed charges, until conclusion of the dispute resolution process. AT&T should not be permitted to unilaterally cause potentially fatal harm to its competitor without due process. Since it is entitled to a two month service deposit from CA at all times, AT&T has not shown that it would suffer undue risk or exposure if it timely invoked dispute resolution in order to get finality when billing disputes were not resolved between the parties, including access to the Commission's expedited dispute resolution process. However, AT&T seeks to provide itself with unfair, one-sided remedies that would clearly be catastrophic to its much smaller competitor instead of AT&T complying with the same dispute resolution process which CA is forced to use to resolve disputes. This is not parity.
CA Issue 34 GTC 11.13.1	Should the ICA obligate the billing party to provide itemized detail of each adjustment when crediting the billed party when a dispute is resolved in the billed party's favor?	11.13 If the Non-Paying Party disputes any charges and any portion of the dispute is resolved in favor of such Non-Paying Party, the Parties will cooperate to ensure that all of the following actions are completed: 11.13.1 the Billing Party will credit the invoice of the Non-Paying Party for that portion of the Disputed Amounts resolved in favor of the Non-Paying Party, together with any Late Payment Charges assessed with respect thereto no later than the second Bill	11.13 If the Non-Paying Party disputes any charges and any portion of the dispute is resolved in favor of such Non-Paying Party, the Parties will cooperate to ensure that all of the following actions are completed: 11.13.1 the Billing Party will credit the invoice of the Non-Paying Party for that portion of the Disputed Amounts resolved in favor of the Non-Paying Party, together with any Late Payment Charges assessed with respect thereto no later than the	No. AT&T Florida will provide the associated claim number when processing billing dispute credits where its systems are capable of doing so. However, there may be some instances where that is not possible, and AT&T Florida should not be contractually obligated to do the impossible. In addition, credits are applied following resolution of formal billing disputes as directed by the Commission and may not include the level of specificity CA's	If AT&T is not required to reference a specific dispute for each credit given on CA's bill, CA will be unable to ever determine which disputes should be closed and which need to stay open. Given the volume of billing errors and disputes, this would cause the entire process to become unmanageable. There is no reason why AT&T should not or cannot identify the dispute when CA has prevailed and AT&T

Issue Nos. and Section Reference(s).	Issue Statements	AT&T Florida Proposed Language	CA Proposed Language	AT&T Florida Position Statement	CA Position Statement
		Due Date after resolution of the dispute;	second Bill Due Date after resolution of the dispute. *The Billing Party shall identify each specific adjustment or credit with the dispute reference number provided by the Billed Party in its dispute of the charges being credited;*	language would require.	issues the resulting credits. AT&T never responded to CA on this issue in negotiations.
CA Issue 35a: GTC 12.9-12.15			None. Delete.	AT&T Florida agrees that any ICA terms that do not apply in Florida should not be included in this Florida ICA. AT&T Florida proposes that, rather than burden this DPL with all of the non-Florida provisions that should be stricken (which include, but are not limited to, the items CA identified in Petition Exhibit B), the parties work together to identify all such items and to delete them from the final form of ICA.	This language is clearly not applicable to Florida and should be stricken from the agreement for the avoidance of doubt. AT&T has confirmed that the language does not apply to Florida but has not shown any reason why it should be included.
CA Issue 35b: Net Int. 4.3.2			None. Delete.	See AT&T Florida's Position Statement for Issue 35a.	CA comments: See comments to 35a above.
CA Issue 35c: Net Int. 4.3.3.3.1		4.3.3.3.1 Local Only and/or Local Interconnection Trunk Group(s) in each LATA: Tandem Trunking - AT&T SOUTHEAST REGION 9-STATE: Section 251(b)(5)/IntraLATA Toll Traffic shall be routed on Local Interconnection Trunk Groups established at each AT&T SOUTHEAST REGION 9-STATE Access Tandem in the LATA where CA homes its NPA/NXX codes for calls destined to or from all AT&T SOUTHEAST REGION 9-STATE End Offices that subtend the designated Tandem. These trunk groups shall be two-way and will utilize SS7 signaling. Where CA does not interconnect at every Access Tandem switch location in the LATA, CA must use Multiple Tandem Access (MTA) to route traffic to End Users through those Tandems within the LATA to	4.3.3.3.1 Local Only and/or Local Interconnection Trunk Group(s) in each LATA: Tandem Trunking - AT&T SOUTHEAST REGION 9-STATE: Section 251(b)(5)/IntraLATA Toll Traffic shall be routed on Local Interconnection Trunk Groups established at each AT&T SOUTHEAST REGION 9-STATE Access Tandem in the LATA where CA homes its NPA/NXX codes for calls destined to or from all AT&T SOUTHEAST REGION 9-STATE End Offices that subtend the designated Tandem. These trunk groups shall be two-way and will utilize SS7 signaling. Where CA does not interconnect at every Access Tandem switch location in the LATA, CA must use Multiple Tandem Access (MTA) to route traffic to End Users through those Tandems within the LATA to	See AT&T Florida's Position Statement for Issue 35a. (For this sub-issue, AT&T Florida provides the agreed-upon language, with the non-Florida provisions removed.)	CA does not see any value in leaving language in the Agreement which does not apply because it is intended for states which the Agreement does not cover. To avoid future doubt about the applicability of various provisions, CA desires to remove provisions which are not applicable in Florida, so CA has proposed deletion of all non-Florida language and has not changed AT&T's proposed language for Florida.

Issue Nos. and Section Reference(s).	Issue Statements	AT&T Florida Proposed Language	CA Proposed Language	AT&T Florida Position Statement	CA Position Statement
		which CA is not interconnected. To utilize MTA, CA must establish Local Interconnection Trunk Groups to a minimum of one (1) Access Tandem within each LATA as required. AT&T SOUTHEAST REGION 9-STATE will route CA originated 251(b)(5)/IntraLATA Toll traffic for LATA-wide transport and termination. Compensation for MTA is described in Section 6.4 below.	which CA is not interconnected. To utilize MTA, CA must establish Local Interconnection Trunk Groups to a minimum of one (1) Access Tandem within each LATA as required. AT&T SOUTHEAST REGION 9-STATE will route CA originated 251(b)(5)/IntraLATA Toll traffic for LATA-wide transport and termination. Compensation for MTA is described in Section 6.4 below.		
CA Issue 35d: Net Int. 4.3.5			None. Delete.	See AT&T Florida's Position Statement for Issue 35a.	See comment to issue 35c.
CA Issue 35e: Net Int. 6.1.4			None. Delete.	See AT&T Florida's Position Statement for Issue 35a.	See comment to issue 35c.
CA Issue 35f: Net Int. 6.6-6.7			None. Delete.	See AT&T Florida's Position Statement for Issue 35a.	See comment to issue 35c.
CA Issue 35g: Net Int. 6.8			None. Delete.	See AT&T Florida's Position Statement for Issue 35a.	See comment to issue 35c.
CA Issue 36: GTC 13.1.2	Should the time frame for disputing a bill be based on the bill date or when the bill was received?	13.1.2 Notwithstanding anything contained in this Agreement to the contrary, a Party shall be entitled to dispute only those charges which appeared on a bill dated within the twelve (12) months immediately **preceding** the date on which the **Billing** Party received **notice of such Disputed Amounts**.	13.1.2 Notwithstanding anything contained in this Agreement to the contrary, a Party shall be entitled to dispute only those charges which appeared on a bill within the twelve (12) months immediately ***following*** the date on which the ***Billed*** Party ***first*** received ***the detailed bill from the Billing Party***.	The time frame for disputing a bill should be based on the bill date. This is a clear date, which will make it straightforward to determine if a billing dispute is timely and eliminate disputes regarding timeliness. In contrast, CA's language would require AT&T Florida to track when CA received each bill by verifying proof of receipt, just in case there was a subsequent billing dispute. This would place an unnecessary and inappropriate burden on AT&T Florida. See also AT&T Florida Position Statement on CA Issue 14.	CA should not be foreclosed from filing billing disputes in cases with AT&T did not timely deliver bills and later sends copies to CA, or when AT&T sends a summary but fails to send a detailed bill and delays sending the proper detail to CA. CA is unable to file disputes unless it receives a detailed bill; AT&T's dispute process requires data that is only found on a detailed bill. AT&T never responded to CA on this issue during negotiations.

Issue Nos. and Section Reference(s).	Issue Statements	AT&T Florida Proposed Language	CA Proposed Language	AT&T Florida Position Statement	CA Position Statement
CA Issue 37: GTC 13.4.3.8	Should the ICA permit CA to dispute a class of related charges on a single dispute notice?	13.4.3.8 Intentionally Left Blank.	13.4.3.8 *The disputing party may dispute a class of related charges in a single dispute notice, as long as the dispute information provided relates to all disputes in the class as a whole.*	No. AT&T Florida does accept bulk disputes in some cases, generally as the result of an agreement on an individual case basis. However, normal monthly recurring and nonrecurring charges should be disputed at the billed item level, and the AT&T Florida dispute template is structured in that manner. In most cases, CLECs have large billing accounts with a mixture of services, and the specificity required to identify the disputed service necessitates that the customer submit the billing detail.	CA should be entitled to dispute a class of charges in a single dispute notice because AT&T may bill for an incorrect charge using hundreds or thousands of separate line items on a bill. An example of this would be if AT&T bills for local interconnection trunks which it is not entitled to do; it could bill for each separate trunk as one or more line items on each monthly bill. If CA were required to dispute each individual line item, it would be a tremendous waste of time for both parties and there is no benefit to that approach. AT&T never responded to CA on this issue in negotiations.
CA Issue 38: GTC 13.4.4	i) Should a party that disputes a bill be required to pay the disputed amount into an interest-bearing escrow account pending resolution of the dispute? ii) Should the ICA reflect that CA must either pay to AT&T Florida or escrow disputed amounts related to resale services and UNEs within 29 days of the bill due date or waive its right to dispute the bill for those services?	13.4.4 When CLEC is the Disputing Party, CLEC must provide evidence to AT&T-21STATE that it has either paid the disputed amount or established an interest bearing escrow account that complies with the requirements set forth in Section 11.10 above of this Agreement and deposited all Unpaid Charges relating to Resale Services and 251(c)(3) UNEs into that escrow account in order for that billing claim to be deemed a "dispute". Failure to provide the information and evidence required by this Section 13.0 not later than twenty-nine (29) calendar days following the Bill Due Date shall constitute CLEC's irrevocable and full waiver of its right to dispute the subject charges.	13.4.4 *None.*	i) Yes. See AT&T Position Statement on Issue 32a above. ii) Yes. CA should pay its bill on time. AT&T Florida's language permits CA to dispute a bill within 29 days of the bill due date (i.e., approximately 2 months from the bill date) provided it either pays or escrows the billed amount. If CA does not either pay or escrow the billed amount during that time, CA should not later be able to claim a dispute. In other words, CA should not be entitled to skip paying its bill and then later claim a dispute, avoiding the escrow terms. Otherwise, CA would effectively be given a pass to dispute every resale and UNE charge permanently. Note that agreed language in section 13.1.1 allows CA to go back 12 months to dispute a bill that it has paid, so CA has ample opportunity	CA believes that this AT&T provision is clearly anti-competitive and unfair. First, it seeks to unilaterally revoke CA's right to dispute unpaid charges while preserving that right for AT&T regarding its bills from CA. This is clearly not parity. Second, AT&T and its parent AT&T wield monopoly market power, with a net worth many orders of magnitude greater than CA. It is clearly unfair and inexcusable for AT&T to be entitled to bill CA any amount it chooses "in error," and to then require the comparably-tiny CA to raise the capital to pay that amount as a condition to filing a billing dispute to resolve the problem which was solely caused by AT&T in the first place. CA also notes that in addition to the parity issue raised above, AT&T would suffer no

Issue Nos. and Section Reference(s).	Issue Statements	AT&T Florida Proposed Language	CA Proposed Language	AT&T Florida Position Statement	CA Position Statement
				to review its bills to determine if a dispute is appropriate. In addition, reciprocal terms would not be appropriate since AT&T Florida will not lease UNEs or purchase resale services from CA.	detriment whatsoever in this process according to its proposed language; the CA would entirely bear the cost and effects of having to raise potentially tremendous capital to pay a debt that it did not owe based solely upon AT&T's "mistake." CA's ability to dispute charges must be absolute, equal to the dispute ability that AT&T has reserved for itself regarding its own bills from CA. AT&T failed to respond to CA on this issue in negotiations.
CA Issue 39: GTC 13.8, 13.9.1	i) Should the parties be precluded from resolving disputes not solved through the informal dispute resolution process through any forum except the Commission? RESOLVED ii) Should the ICA permit a party to bring a complaint directly to the Commission, bypassing the dispute resolution provisions of the ICA? iii) Should the ICA permit a party to seek relief from the Commission for an alleged violation of law or regulation governing a subject that is covered by the ICA?	13.8 Commission. The Parties recognize and agree that the Commission has continuing jurisdiction to implement and enforce all terms and conditions of this Agreement. Accordingly, the Parties agree that any dispute arising out of or relating to this Agreement that the Parties cannot resolve through Informal Dispute Resolution as provided above may be submitted to the Commission for resolution. During the Commission proceeding each Party shall continue to perform its obligations under this Agreement; provided, however, that neither Party shall be required to act in any unlawful fashion. This provision shall preclude the Parties from first seeking relief available in other venues unless the parties agree upon such alternate venue, except for actions seeking a temporary restraining order or an injunction related to the purposes of this Agreement or suit to compel compliance with this Section 13.9 Compliance with Dispute Resolution Process	13.8 *Commission. The Parties recognize and agree that the Commission has continuing jurisdiction to implement and enforce all terms and conditions of this Agreement. Accordingly, the Parties agree that any dispute arising out of or relating to this Agreement that the Parties cannot resolve through Informal Dispute Resolution as provided above may be submitted to the Commission for resolution. During the Commission proceeding each Party shall continue to perform its obligations under this Agreement; provided, however, that neither Party shall be required to act in any unlawful fashion. This provision shall preclude the Parties from first seeking relief available in other venues unless the parties agree upon such alternate venue, except for actions seeking a temporary restraining order or an injunction related to the purposes of this Agreement or suit to compel compliance with this Section*. 13.9 Compliance with Dispute Resolution Process	i) AT&T Florida accepts CA's proposed language in section 13.8, resolving this portion of Issue 39. ii) No. The dispute resolution provisions of the ICA provide the proper framework for the parties to resolve disputes. Neither party should burden the Commission by bringing to it a complaint alleging a violation of the ICA without first attempting to resolve the issue informally, which is what the agreed dispute resolution provisions require. iii) No. By the time the ICA is effective, the parties will have spent many months negotiating and arbitrating for the language that will bind the parties – language that considered all relevant laws and regulations. One party should not be permitted to later claim the other party has violated some law or regulation, and nothing in the 1996 Act contemplates such action.	CA believes that the Commission is the most appropriate forum for disputes to be heard, because only the Commission has the subject matter expertise to fully understand technical details which may be at issue between the parties. AT&T prefers its elective commercial arbitration provision which CA has not stricken because it is elective. However, CA would never elect for commercial arbitration because CA believes commercial arbitrators lack the subject matter expertise to decide complex disputes between telecommunications companies. CA also believes that it has a statutory right to seek relief from the Commission at any time, including use of the Commission's Expedited Dispute Resolution process, for violation by AT&T of this Agreement or any law or regulation, whether or not it invokes the dispute resolution process in this Agreement.

Issue Nos. and Section Reference(s).	Issue Statements	AT&T Florida Proposed Language	CA Proposed Language	AT&T Florida Position Statement	CA Position Statement
		13.9.1 The Parties agree that any actions and/or claims seeking to compel compliance with the Dispute Resolution process should be brought before the Commission in the state where the services in dispute are provided. However, each Party reserves any rights it may have to seek review of any ruling made by the Commission concerning this Agreement by a court of competent jurisdiction.	13.9.1 The Parties agree that any actions and/or claims seeking to compel compliance with the Dispute Resolution process should be brought before the Commission in the state where the services in dispute are provided. However, each Party reserves any rights it may have to seek review of any ruling made by the Commission concerning this Agreement by a court of competent jurisdiction. *Nothing in this agreement shall be construed to prohibit a party from seeking relief from the Commission at any time for an alleged violation of this agreement or of any law or regulation by the other party, whether or not dispute resolution procedures have been followed.*		
CA Issue 40: GTC 16.1through 16.7	Should either Party be liable to the other for Consequential Damages?	16.1 Except for any indemnification obligations of the Parties hereunder, each Party's liability to the other for any Loss relating to or arising out of any cause whatsoever, not including any act of gross negligence or willful misconduct whether based in contract, tort, strict liability or otherwise, relating to the performance of this Agreement, shall not exceed a credit for the actual cost of the facilities, products, services or functions not performed or provided or improperly performed or provided. 16.3 A Party may, in its sole discretion, provide in its tariffs and contracts with its End Users or Third Parties that relate to any Interconnection Services provided or contemplated under this Agreement that, to the maximum extent permitted by Applicable Law, such Party shall not be liable to such End User or Third Party for (i) any Loss relating to or arising out of this Agreement, whether in contract, tort or otherwise, that exceeds the amount such Party would have charged the End User or	16.1 Except for any indemnification obligations of the Parties hereunder, each Party's liability to the other for any Loss relating to or arising out of any cause whatsoever, and *not including any act of gross negligence or willful misconduct* whether based in contract, tort, strict liability or otherwise, relating to the performance of this Agreement, shall not exceed the actual cost of the facilities, products, services or functions not performed or provided or improperly performed or provided. 16.3 A Party may, in its sole discretion, provide in its tariffs and contracts with its End Users or Third Parties that relate to any Interconnection Services provided or contemplated under this Agreement that, to the maximum extent permitted by Applicable Law, such Party shall not be liable to such End User or Third Party for (i) any Loss relating to or arising out of this Agreement, whether in contract, tort or otherwise, that exceeds the amount such Party would have charged the End User or	No. Neither Party should be liable to the other for Consequential Damages, except in cases of gross negligence or willful misconduct. Potential exposure to consequential damages was not contemplated in setting AT&T Florida's prices. AT&T Florida accepts CA's additional language regarding gross negligence or willful misconduct in sections 16.1, 16.3, 16.4, 16.6, and 16.7. AT&T Florida withdraws its additional language in section 16.1 as well as the words "including willful acts or omissions" in section 16.4. AT&T Florida retains its remaining language in section 16.4. AT&T Florida agrees to CA's proposed language in section 16.5, with the exception of CA's change from "Interconnection Services" to "Services" in the first sentence. The use of "Interconnection Services" here is appropriate and consistent with other language in section 16.5	CA has revised AT&T's proposed language to make clear that neither party is held harmless or indemnified for its own gross negligence or willful misconduct. CA revised AT&T's reference in 16.5 from "Collocation Equipment" to "Collocation or Central Office Equipment" because CA's equipment is called "Collocation Equipment" and AT&T's equipment in the same location is called "Central Office Equipment." Therefore, this change is necessary in order to maintain parity of liability between the parties because AT&T's language held it harmless for accidental damage to CA's equipment but did not hold CA harmless for accidental damage to AT&T's equipment in the same location. AT&T never responded to CA on this issue in negotiations.

Issue Nos. and Section Reference(s).	Issue Statements	AT&T Florida Proposed Language	CA Proposed Language	AT&T Florida Position Statement	CA Position Statement
		Third Party for the Interconnection Services that gave rise to such Loss and (ii) any Consequential Damages. If a Party elects not to place in its tariffs or contracts such limitation(s) of liability, and the other Party incurs a Loss as a result thereof, the first Party shall indemnify and reimburse the other Party for that portion of the Loss that would have been limited had the first Party included in its tariffs and contracts the limitation(s) of liability described in this Section 16.0. This provision shall not apply in any case of gross negligence or willful misconduct. 16.4 Neither Party shall be liable to the other Party for any Consequential Damages suffered by the other Party, regardless of the form of action, whether in contract, warranty, strict liability, tort or otherwise, **including negligence of any kind, whether active or passive (and including alleged breaches of this Agreement and causes of action alleged to arise from allegations that breach of this Agreement constitutes a violation of the Act or other statute),** and regardless of whether the Parties knew or had been advised of the possibility that such damages could result in connection with or arising from anything said, omitted, or done hereunder or related hereto; provided that the foregoing shall not limit a Party's obligation under Section 16.0 to indemnify, defend, and hold the other Party harmless against any amounts payable to a Third Party, including any Losses, and Consequential Damages of such Third Party; provided, however, that nothing in this Section 16.4 shall impose indemnity obligations on a Party for any Loss or Consequential Damages suffered by that Party's End User in connection with any affected Interconnection Services. Except as provided in the prior sentence, each	Third Party for the Interconnection Services that gave rise to such Loss and (ii) any Consequential Damages. If a Party elects not to place in its tariffs or contracts such limitation(s) of liability, and the other Party incurs a Loss as a result thereof, the first Party shall indemnify and reimburse the other Party for that portion of the Loss that would have been limited had the first Party included in its tariffs and contracts the limitation(s) of liability described in this Section 16.0. ***This provision shall not apply in any case of gross negligence or willful misconduct.*** 16.4 Neither ***party*** shall be liable to the other Party for any Consequential Damages suffered by the other Party, regardless of the form of action, whether in contract, warranty, strict liability, tort or otherwise, and regardless of whether the Parties knew or had been advised of the possibility that such damages could result in connection with or arising from anything said, omitted, or done hereunder or related hereto,; provided that the foregoing shall not limit a Party's obligation under Section 16.0 to indemnify, defend, and hold the other Party harmless against any amounts payable to a Third Party, including any Losses, and Consequential Damages of such Third Party; provided, however, that nothing in this Section 16.4 shall impose indemnity obligations on a Party for any Loss or Consequential Damages suffered by that Party's End User in connection with any affected Services. Except as provided in the prior sentence, each Party ("Indemnifying Party") hereby releases and holds harmless the other Party ("Indemnitee") (and Indemnitee's Affiliates, and its respective officers, directors, employees and agents) against any Loss or Claim made by the Indemnifying Party's End User. ***This provision shall not apply***	and elsewhere in section 16. In addition, "Services" is not a defined term in the ICA.	

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		Party ("Indemnifying Party") hereby releases and holds harmless the other Party ("Indemnitee") (and Indemnitee's Affiliates, and its respective officers, directors, employees and agents) against any Loss or Claim made by the Indemnifying Party's End User. This provision shall not apply in any case of gross negligence or willful misconduct. 16.5 Neither Party shall be liable for damages to an End User's premises resulting from the furnishing of any Interconnection Services, including, if applicable, the installation and removal of equipment and associated wiring, and Collocation or Central Office Equipment unless the damage is caused by a Party's gross negligence or willful misconduct. AT&T-21STATE does not guarantee or make any warranty with respect to Interconnection Services when used in an explosive atmosphere. 16.6 CLEC hereby releases AT&T-21STATE from any and all liability for damages due to errors or omissions in CLEC's End User listing information as provided by CLEC to AT&T-21STATE under this Agreement, including any errors or omissions occurring in the Directory Database or the White Pages directory, or any claims by reason of delay in providing the Directory Assistance listing information, printing or provisioning of non-published numbers or the printing or providing of CLEC End User information in the White Pages directory including, but not limited to, special, indirect, Consequential, punitive or incidental damages. This provision shall not apply in any case of gross negligence or willful misconduct.	*in any case of gross negligence or willful misconduct.* 16.5 *Neither party* shall be liable for damages to an End User's premises resulting from the furnishing of any Services, including, if applicable, the installation and removal of equipment and associated wiring, and Collocation *or Central Office Equipment* unless the damage is caused by a *party's* gross negligence or willful misconduct. AT&T-21STATE does not guarantee or make any warranty with respect to Interconnection Services when used in an explosive atmosphere. 16.6 CA hereby releases AT&T-21STATE from any and all liability for damages due to errors or omissions in CA's End User listing information as provided by CA to AT&T-21STATE under this Agreement, including any errors or omissions occurring in the Directory Database or the White Pages directory, or any claims by reason of delay in providing the Directory Assistance listing information, printing or provisioning of non-published numbers or the printing or providing of CA End User information in the White Pages directory including, but not limited to, special, indirect, Consequential, punitive or incidental damages. *This provision shall not apply in any case of gross negligence or willful misconduct.*		

Issue Nos. and Section Reference(s).	Issue Statements	AT&T Florida Proposed Language	CA Proposed Language	AT&T Florida Position Statement	CA Position Statement
		16.7 AT&T-21STATE shall not be liable to CLEC, its End User or any other Person for any Loss alleged to arise out of the provision of access to 911 service or any errors, interruptions, defects, failures or malfunctions of 911 service, except in cases of gross negligence or willful misconduct.	16.7 AT&T-21STATE shall not be liable to CA, its End User or any other Person for any Loss alleged to arise out of the provision of access to 911 service or any errors, interruptions, defects, failures or malfunctions of 911 service, ***except in cases of gross negligence or willful misconduct.***		
CA Issue 41: GTC 17.1	i) Should the joint and several liability terms be reciprocal? ii) Should the ICA permit anyone to place orders on CA's behalf without using CA's company codes or identifiers? iii) Should Affiliates be jointly and severally liable when operating out of the same ICA?	17.1 In the event that <u>CLEC</u> consists of two (2) or more separate entities as set forth in this Agreement and/or any Amendments hereto, or any third party places orders under this Agreement <u>using CLEC's company codes or identifiers</u>, <u>all such entities shall be jointly and severally liable for CLEC's obligations under this Agreement</u>.	17.1 In the event that ***either party*** consists of two (2) or more separate entities as set forth in this Agreement and/or any Amendments hereto, or any third party place orders under this *Agreement* ***on behalf of a party with or without using the party's company codes or identifiers, the party shall be solely liable to the other for obligations under this Agreement related to the actions of its affiliate, agent or designate. This agreement does not provide for action against or recovery from any third party, except as otherwise pro***vided herein.	i) No. The only AT&T entity that can be subject to this ICA as an ILEC is AT&T Florida; AT&T Florida's CLEC affiliates cannot be subject to this ICA in the position of ILEC. The only way an AT&T CLEC affiliate would be subject to this ICA is if it adopted CA's ICA pursuant to section 252(i) of the 1996 Act. In that event, AT&T Florida's CLEC affiliate would be subject to the same terms and conditions as CA, not those of the ILEC. ii) No. The company code is required for an order to process properly. Thus, no one should be placing orders on CA's behalf without using CA's company codes or identifiers. iii) Yes. To the extent a CA affiliate is subject to the ICA (pursuant to GTC section 3.12), CA and its affiliate must be jointly and severally liable. This protects AT&T Florida from potential loss resulting from inappropriate conduct by and between CA's affiliates.	CA has revised AT&T's language to provide parity between the parties. CA has also removed language which would illegally bind non-parties to this agreement, clarifying that each party is responsible to the other for the actions of any other party acting on its behalf. AT&T never responded to CA on this issue in negotiations.
CA Issue 42: GTC 18.12 RESOLVED	None	18.12 Damaging Party shall reimburse Damaged Party for damages to Damaged Party's facilities utilized to provide Interconnection Services hereunder caused by the negligence or willful act of Damaging	18.12 *Damaging Party* shall reimburse *Damaged Party* for damages to *Damaged Party*'s facilities utilized to provide Interconnection Services hereunder caused by the negligence or willful act of	AT&T Florida agrees to make the indemnity provision in Section 18.12 reciprocal, resolving this Issue.	CA cannot and should not be financially responsible for damage caused by persons not affiliated with or acting on behalf of CA. AT&T's language would

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		Party, its agents or subcontractors or Damaging Party's End User or resulting from Damaging Party's improper use of Damaged Party's facilities, or due to malfunction of any facilities, functions, products, services or equipment provided by Damaging Party, its affiliates, agents, or contractors. Upon reimbursement for damages, Damaged Party will cooperate with Damaging Party in prosecuting a claim against the person causing such damage. Damaging Party shall be subrogated to the right of recovery by Damaged Party for the damages to the extent of such payment	*Damaging Party*, its agents or subcontractors or *Damaging Party*'s End User or resulting from *Damaging Party*'s improper use of *Damaged Party*'s facilities, or due to malfunction of any facilities, functions, products, services or equipment provided *Damaging Party, its affiliates, agents, or contractors*. Upon reimbursement for damages, *Damaged Party* will cooperate with *Damaging Party* in prosecuting a claim against the person causing such damage. *Damaging Party* shall be subrogated to the right of recovery by *Damaged Party* for the damages to the extent of such payment.		unfairly permit it to hold CA responsible for the acts of other CAs or even the general public where there is no connection to CA whatsoever. CA has revised this language to provide parity in treatment between the parties in case of willful damage by one party's agent to the other's property. AT&T did not respond to CA on this issue in negotiations.
CA Issue 43a: GTC 28.4	Does AT&T Florida have the right to reuse network elements or resold services facilities subsequent to disconnection by CA?	28.4 When an End User of CLEC elects to discontinue service and to transfer service to another Local Exchange Carrier, including AT&T-21STATE, AT&T-21STATE shall have the right to reuse the facilities provided to CLEC, regardless of whether those facilities are provided as network elements or as part of a resold service, and regardless of whether the End User served with such facilities has paid all charges to CLEC or has been denied service for nonpayment or otherwise. AT&T-21STATE will notify CLEC that such a request has been processed after the disconnect order has been completed.	28.4 When an End User of CA elects to discontinue service and to transfer service to another Local Exchange Carrier, including AT&T-21STATE, AT&T-21STATE shall have the right to reuse the facilities provided to CA, regardless of whether those facilities are provided as network elements or as part of a resold service, and regardless of whether the End User served with such facilities has paid all charges to CA or has been denied service for nonpayment or otherwise. AT&T-21STATE will notify CA that such a request has been processed after the disconnect order has been completed. *This provision shall only apply to lines or circuits ordered in the name of the End User which has made such election, and shall not apply to any facilities provided by AT&T-21STATE to CA for the purpose of serving multiple End Users or where the End User names do not match.*	Yes, AT&T Florida has the right to reuse network elements or resold services facilities subsequent to disconnection by CA. AT&T Florida will disconnect facilities only at the request of CA. Subsequent to disconnection, the facility becomes available on a first come first served basis to any other carrier requesting service at that location. AT&T Florida has no access to any CLEC's customer service records, has no record of the CLEC's end-user customers, therefore, AT&T Florida has no means to match the subscriber name. The CLECs are technically AT&T Florida's customer and the CLEC's end users are not AT&T Florida end user customers. As long as CA is paying for a loop AT&T Florida will provide said loop to CA until they issue a disconnect order to remove services. Then the facilities become available to AT&T Florida or any other CLEC carriers on a first come first serve basis.	CA is entitled to and may choose to provide service to multiple end-users using shared Unbundled Network Elements ("UNE(s)"), such as a commercial office building, a shopping center or apartment complex. In such cases, CA may order the UNEs under its own name and use the UNEs as a component of its overall service to its End Users. Once a UNE is in-service after being ordered by CA, the UNE becomes a part of CA's network which CA, and not AT&T, controls. AT&T should not have the unilateral right to disconnect a component of CA's network which is being paid for by CA when CA is not in default under this Agreement and CA has not placed a disconnect order with AT&T for the affected UNE(s).
CA Issue 43b:	Does AT&T Florida have the right to reuse	1.10 When an End User of CLEC elects to discontinue service and to transfer	1.10 When an End User of CA elects to discontinue service and to transfer service	Yes, AT&T Florida has the right to reuse network elements or resold	CA is entitled to and may choose to provide service to multiple

Issue Nos. and Section Reference(s).	Issue Statements	AT&T Florida Proposed Language	CA Proposed Language	AT&T Florida Position Statement	CA Position Statement
UNE 1.10	network elements or resold services facilities subsequent to disconnection by CA?	service to another local exchange carrier, including AT&T-21STATE, AT&T-21STATE shall have the right to reuse the facilities provided to CLEC, regardless of whether those facilities are provided as network elements or as part of a resold service, and regardless of whether the End User served with such facilities has paid all charges to CLEC or has been denied service for nonpayment or otherwise. AT&T-21STATE will notify CLEC that such a request has been processed after the disconnect order has been completed.	to another local exchange carrier, including AT&T-21STATE, AT&T-21STATE shall have the right to reuse the facilities provided to CA, regardless of whether those facilities are provided as network elements or as part of a resold service, and regardless of whether the End User served with such facilities has paid all charges to CA or has been denied service for nonpayment or otherwise. AT&T-21STATE *will reuse the facilities* and notify CA that such a request has been processed after the disconnect order has been completed*, only in cases where the Customer Service Record for the CA facility matches the name of the subscriber which has ordered service. If the Customer Service Record does not match the subscriber name, then AT&T shall not reuse or tamper with the facility without first confirming with CA that the UNE facility is dedicated to that specific end-user customer and is not also used to provide service to other end-user customers. CA shall timely cooperate with such requests from AT&T-21STATE and shall release facilities used solely for the end-user customer that desires to switch to AT&T-21STATE service. AT&T-21STATE shall not tamper with or reuse UNE facilities which have not been disconnected by CA unless CA confirms that the facility exclusively serves the specific end-user customer which AT&T-21STATE seeks to serve or CA fails to respond to AT&T-21STATE within 5 business days of its written request to re-use the facility*.	services facilities subsequent to disconnection by CA. AT&T Florida will disconnect facilities only at the request of CA. Subsequent to disconnection, the facility becomes available on a first come first served basis to any other carrier requesting service at that location. CA's proposed language should be rejected because AT&T Florida has no way to know the names of the CA's subscribers, and therefore has know way to determine whether the Customer Service Record for the facility matches the name of the CA subscriber.	end-users using shared Unbundled Network Elements. Once a UNE is in-service after being ordered by CA, the UNE becomes a part of CA's network. AT&T should not have the unilateral right to disconnect a component of CA's network which is being paid for by CA when CA is not in default under this Agreement and CA has not placed a disconnect order with AT&T for the affected UNE(s). Further, AT&T's language only provides notice to CA after CA's service has been disconnected and re-used by AT&T, without any validation that the service belongs to AT&T's customer. This betrays a total disregard by AT&T for continuity of service to CA customers. AT&T did not respond to CA on this issue in negotiations.
CA Issue 44: GTC 37.1	Shall the purchasing Party be permitted to not pay taxes because of a failure by the providing Party to	37.1 Except as otherwise provided in this Section, with respect to any purchase of products or services under this Agreement, if any Tax is required or permitted by Applicable Law to be billed to and/or	37.1 Except as otherwise provided in this Section, with respect to any purchase of products or services under this Agreement, if any Tax is required or permitted by Applicable Law to be billed to and/or	No. CA is not excused from its obligation to pay taxes based on the appearance of AT&T Florida's bills.	Taxes should be billed as separate line items so CA may audit its invoices. AT&T did not respond to CA on this issue in negotiations.

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	include taxes on an invoice or to state a tax separately on such invoice?	collected from the purchasing Party by the providing Party, then: (i) the providing Party shall have the right to bill the purchasing Party for such Tax; (ii) the purchasing Party shall pay such Tax to the providing Party; and (iii) the providing Party shall pay or remit such Tax to the respective Governmental Authority. Whenever possible, Taxes shall be billed as a separate item on the invoice; provided, however, that failure to include Taxes on an invoice or to state a Tax separately shall not impair the obligation of the purchasing Party to pay any Tax. Nothing shall prevent the providing Party from paying any Tax to the appropriate Governmental Authority prior to the time: (i) it bills the purchasing Party for such Tax, or (ii) it collects the Tax from the purchasing Party. If the providing Party fails to bill the purchasing Party for a Tax at the time of billing the products or services to which the Tax relates, then, as between the providing Party and the purchasing Party, the providing Party shall be liable for any penalties or interest thereon. However, if the purchasing Party fails to pay any Tax properly billed by the providing Party, then, as between the providing Party and the purchasing Party, the purchasing Party shall be solely responsible for payment of the Tax and any penalties or interest thereon. Subject to the provisions of this Section 35.0 governing contests of disputed Taxes, the purchasing Party shall be liable for and the providing Party may collect from the purchasing Party any Tax, including any interest or penalties for which the purchasing Party would be liable under this subsection, which is paid by Providing Party to the respective Governmental Authority within the applicable statute of limitations periods for assessment or collection of such Tax, including extensions; provided, however, that the providing Party notifies	collected from the purchasing Party by the providing Party, then: (i) the providing Party shall have the right to bill the purchasing Party for such Tax; (ii) the purchasing Party shall pay such Tax to the providing Party; and (iii) the providing Party shall pay or remit such Tax to the respective Governmental Authority. Taxes shall be billed as a separate item on the invoice. Nothing shall prevent the providing Party from paying any Tax to the appropriate Governmental Authority prior to the time: (i) it bills the purchasing Party for such Tax, or (ii) it collects the Tax from the purchasing Party. If the providing Party fails to bill the purchasing Party for a Tax at the time of billing the products or services to which the Tax relates, then, as between the providing Party and the purchasing Party, the providing Party shall be liable for any penalties or interest thereon. However, if the purchasing Party fails to pay any Tax properly billed by the providing Party, then, as between the providing Party and the purchasing Party, the purchasing Party shall be solely responsible for payment of the Tax and any penalties or interest thereon. Subject to the provisions of this Section 35.0 governing contests of disputed Taxes, the purchasing Party shall be liable for and the providing Party may collect from the purchasing Party any Tax, including any interest or penalties for which the purchasing Party would be liable under this subsection, which is paid by Providing Party to the respective Governmental Authority within the applicable statute of limitations periods for assessment or collection of such Tax, including extensions; provided, however, that the providing Party notifies the purchasing Party within the earlier of (i) sixty (60) days following the running of such limitations period for including extensions, or (ii) six		

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		the purchasing Party within the earlier of (i) sixty (60) days following the running of such limitations period for including extensions, or (ii) six (6) years following the purchasing Party's payment for the products or services to which such Tax relates.	(6) years following the purchasing Party's payment for the products or services to which such Tax relates.		
CA Issue 45a: GTC 37.3-37.4	i) Should the purchasing party provide a tax exemption certificate in the form prescribed by the providing party? RESOLVED ii) Should proof of direct payment by the purchasing Party be sufficient to demonstrate proof of entitlement to exemption from a tax, fee or surcharge?	37.3 To the extent a purchase of products or services under this Agreement is claimed by the purchasing Party to be for resale or otherwise exempt from a Tax, the purchasing Party shall furnish to the providing Party an exemption certificate in the form reasonably prescribed by the providing Party and any other information or documentation required by Applicable Law or the respective Governmental Authority. Prior to receiving such exemption certificate and any such other required information or documentation, the Providing Party shall have the right to bill, and the Purchasing Party shall pay, Tax on any products or services furnished hereunder as if no exemption were available, subject to the right of the Purchasing Party to pursue a claim for credit or refund of any such Tax pursuant to the provisions of this Section 37.0 and the remedies available under Applicable Law. If it is the position of the purchasing Party that Applicable Law exempts or excludes a purchase of products or services under this Agreement from a Tax, or that the Tax otherwise does not apply to such a purchase, but Applicable Law does not also provide a specific procedure for claiming such exemption or exclusion or for the purchaser to contest the application of the Tax directly with the respective Governmental Authority prior to payment, then the providing Party **may in its discretion agree not to bill and/or not to** require payment of such Tax by the purchasing Party, provided that the purchasing Party (i) furnishes the providing Party with any exemption certificate	37.3 To the extent a purchase of products or services under this Agreement is claimed by the purchasing Party to be for resale or otherwise exempt from a Tax, the purchasing Party shall furnish to the providing Party an exemption certificate in the form ***reasonably*** prescribed by the providing Party and any other information or documentation required by Applicable Law or the respective Governmental Authority. ***Purchasing Party shall have the right to claim and receive exemption from any governmental tax, fee or surcharge which it can reasonably prove that it remits directly to the proper government entity. If an official certificate of exemption does not exist for a specific tax or government surcharge, the parties agree that proof of payment of the tax or surcharge directly to the government entity shall constitute adequate proof of exemption***. Prior to receiving such exemption certificate and any such other required information or documentation, the Providing Party shall have the right to bill, and the Purchasing Party shall pay, Tax on any products or services furnished hereunder as if no exemption were available, subject to the right of the Purchasing Party to pursue a claim for credit or refund of any such Tax pursuant to the provisions of this Section 35.0 and the remedies available under Applicable Law. If it is the position of the purchasing Party that Applicable Law exempts or excludes a purchase of products or services under this Agreement from a Tax,	i) AT&T Florida accepts CA's proposed addition of the word "reasonably" in Section 37.3, resolving Issue 45a(i). ii) No. The context of this language is resale services AT&T Florida provides to CA that are exempt from taxes in accordance with applicable law or the relevant governmental authority. AT&T Florida should not be obligated to modify its processes to change the meaning of exemption to include the circumstance where CA makes direct payment to the government entity. CA's language would improperly permit CA to remit its 911 surcharges associated with resale lines directly to the 911 Customer rather than pay them to AT&T Florida. See CA Issue 45b.	AT&T should exempt CA from taxes for which CA has provided the appropriate documentation. AT&T did not respond to CA on this issue in negotiations.

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		requested by and in the form reasonably prescribed by the providing Party, (ii) furnishes the providing Party with a letter signed by an officer of the purchasing Party setting forth the basis of the purchasing Party's position under Applicable Law; and (iii) furnishes the providing Party with an indemnification agreement, reasonably acceptable to the providing Party, which holds the providing Party harmless from any Tax, interest, penalties, loss, cost or expenses (including attorney fees) that may be incurred by the providing Party in connection with any claim asserted or actions taken by the respective Governmental Authority to assess or collect such Tax from the providing Party. 37.4 To the extent permitted by and pursuant to Applicable Law, and subject to the provisions of this Section 37.0, the purchasing Party shall have the right to contest with the respective Governmental Authority, or if necessary under Applicable Law to have the providing Party contest (in either case at the purchasing Party's expense) any Tax that the purchasing Party asserts is not applicable, from which it claims an exemption or exclusion, or which it claims to have paid in error; provided, however, that (i) the purchasing Party shall ensure that no lien is attached to any asset of the providing Party as a result of any	or that the Tax otherwise does not apply to such a purchase, but Applicable Law does not also provide a specific procedure for claiming such exemption or exclusion or for the purchaser to contest the application of the Tax directly with the respective Governmental Authority prior to payment, then the providing Party ***shall not*** require payment of such Tax by the purchasing Party, provided that the purchasing Party (i) furnishes the providing Party with any exemption certificate requested by and in the form ***reasonably*** prescribed by the providing Party, (ii) furnishes the providing Party with a letter signed by an officer of the purchasing Party setting forth the basis of the purchasing Party's position under Applicable Law; and (iii) furnishes the providing Party with an indemnification agreement, reasonably acceptable to the providing Party, which holds the providing Party harmless from any Tax, interest, penalties, loss, cost or expenses (including attorney fees) that may be incurred by the providing Party in connection with any claim asserted or actions taken by the respective Governmental Authority to assess or collect such Tax from the providing Party. 37.4 To the extent permitted by and pursuant to Applicable Law, and subject to the provisions of this Section 35.0, the purchasing Party shall have the right to contest with the respective Governmental Authority, or if necessary under Applicable Law to have the providing Party contest (in either case at the purchasing Party's expense) any Tax that the purchasing Party asserts is not applicable, from which it claims an exemption or exclusion, or which it claims to have paid in error; provided, however, that (i) the purchasing Party shall ensure that no lien is attached to any asset of the		

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		contest of a disputed Tax; (ii) with respect to any Tax that could be assessed against or collected from the providing Party by the respective Governmental Authority, the providing Party shall retain the right to determine the manner of contesting such disputed Tax, including but not limited to a decision that the disputed Tax will be contested by pursuing a claim for credit or refund; (iii) except to the extent that the providing Party has agreed pursuant to this Section 37.0 not to bill and/or not to require payment of such Tax by the purchasing Party pending the outcome of such contest, the purchasing Party pays any such Tax previously billed by the providing Party and continues paying such Tax as billed by the providing Party pending the outcome of such contest. In the event that a disputed Tax is to be contested by pursuing a claim for credit or refund, if requested in writing by the purchasing Party, the providing Party shall facilitate such contest (i) by assigning to the purchasing Party its right to claim a credit or refund, if such an assignment is permitted under Applicable Law; or (ii) if an assignment is not permitted, by filing and pursuing the claim on behalf of the purchasing Party but at the purchasing Party's expense. Except as otherwise expressly provided in this Section 37.0, nothing in this Agreement shall be construed to impair, limit, restrict or otherwise affect the right of the providing Party to contest a Tax that could be assessed against or collected from it by the respective Governmental Authority. With respect to any contest of a disputed Tax resulting in a refund, credit or other recovery, as between the purchasing Party and the providing Party, the purchasing Party shall be entitled to the amount that it previously paid, plus any applicable interest allowed on the recovery that is attributable to such amount, and the providing Party	providing Party as a result of any contest of a disputed Tax; (ii) with respect to any Tax that could be assessed against or collected from the providing Party by the respective Governmental Authority, the providing Party shall retain the right to determine the manner of contesting such disputed Tax, including but not limited to a decision that the disputed Tax will be contested by pursuing a claim for credit or refund; (iii) except to the extent that the providing Party has agreed pursuant to this Section 35.0 not to bill and/or not to require payment of such Tax by the purchasing Party pending the outcome of such contest, the purchasing Party pays any such Tax previously billed by the providing Party and continues paying such Tax as billed by the providing Party pending the outcome of such contest. In the event that a disputed Tax is to be contested by pursuing a claim for credit or refund, if requested in writing by the purchasing Party, the providing Party shall facilitate such contest (i) by assigning to the purchasing Party its right to claim a credit or refund, if such an assignment is permitted under Applicable Law; or (ii) if an assignment is not permitted, by filing and pursuing the claim on behalf of the purchasing Party but at the purchasing Party's expense. Except as otherwise expressly provided in this Section 35.0, nothing in this Agreement shall be construed to impair, limit, restrict or otherwise affect the right of the providing Party to contest a Tax that could be assessed against or collected from it by the respective Governmental Authority. With respect to any contest of a disputed Tax resulting in a refund, credit or other recovery, as between the purchasing Party and the providing Party, the purchasing Party shall be entitled to the amount that it previously paid, plus any applicable		

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		shall be entitled to all other amounts.	interest allowed on the recovery that is attributable to such amount, and the providing Party shall be entitled to all other amounts. *Taxes for which the Purchasing Party has provided evidence of direct payment to the Governmental Authority shall not be treated as contested under this provision and shall be entitled to exemption by the Providing Party.*		
CA Issue 45b: E911 5.2.2	Should AT&T Florida be required to handle 911 surcharge remittances differently for CA's resale customers than it does for all other CLECs' resale customers?	5.2.2 For Resellers, the ILEC shall serve as a clearinghouse between Resellers and PSAPs except where state law requires Reseller to collect and remit directly to the appropriate 911 Author Authority. The Parties agree that: 5.2.2.2 AT&T SOUTHEAST REGION 9-STATE will provide the 911 Customer a monthly settlement letter which provides the total number of access lines broken down into residence and business line totals only. If state statutes require a break out of Reseller information, the AT&T SOUTHEAST REGION 9-STATE shall include this information upon request by the 911 Customer	5.2.2 For Resellers, the ILEC shall serve as a clearinghouse between Resellers and PSAPs except where state law requires Reseller to collect and remit directly to the appropriate 911 Authority*, or in the case of a Facility based CLEC which also has resale service from AT&T-21STATE, and which remits and reports its facility-based and resale-based data in the aggregate to the 911 Customer*. The Parties agree that: 5.2.2.2 AT&T SOUTHEAST REGION 9-STATE will provide the 911 Customer a monthly settlement letter which provides the total number of access lines broken down into residence and business line totals only. If state statutes require a break out of Reseller information, the AT&T SOUTHEAST REGION 9-STATE shall include this information upon request by the 911 Customer. *In the case of a facility-based CA which also has resale service, and which remits and reports its facility-based and resale-based data in the aggregate to the 911 Customer, AT&T SOUTHEAST REGION 9-STATE shall omit CA's resale lines from its own reporting to 911 Customer. If CA claims exemption from 911 surcharges under this provision, CA shall be solely responsible for remitting and reporting of 911 surcharges to the 911 Customer.*	AT&T Florida agrees to delete Section 5.2.2.1, as CA proposes. AT&T Florida treats all resale customers the same, regardless of whether the CLEC also provides facilities-based services. It is CA's responsibility, not AT&T Florida's, to remit 911 surcharges for CA's customers who use CA's facilities-based services. In addition, it is CA's responsibility to know where its own customers are located in order to avoid "double paying" charges that AT&T Florida is responsible to remit. CA's proposed contract language is unreasonable, because it would require AT&T Florida to receive records for all of CA's customers – facilities-based and resale – and to act as a billing clearinghouse for all 911 surcharges.	CA removed the paragraph about AT&T-12STATE as not relevant to Florida. Because CA will be a facilities-based AND a Resale CA, its systems will report its 911 subscriber data in the aggregate to the Florida 911 Board using the Board's monthly form separated by county, and CA will pay the surcharges based upon that data. AT&T does not provide any way for CA to determine the county for each resale line for which AT&T bills the E911 surcharge on its bill. Therefore, it is impossible for CA to deduct the resale lines from its monthly filings and payments to the Florida 911 Board which are county-specific. AT&T's language would effectively require CA to double-pay for its E911 surcharges each month.

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CA Issue 46a: E911 3.3.2	Should CA be required to interconnect with AT&T Florida's E911 Selective Router when AT&T Florida is the 911 System Service Provider?	3.3.2 AT&T-21STATE will provide facilities to interconnect the CLEC to the AT&T-21STATE's E911 SR, as specified in Attachment 02-Network Interconnection of this Agreement or per the requirements set forth via the applicable state tariff. Additionally, CLEC has the option to secure interconnection facilities from another provider or provide such interconnection using their own facilities. If diverse facilities are requested by CLEC, AT&T-21STATE will provide such diversity where technically feasible, at standard applicable tariff rates.	3.3.2 AT&T-21STATE will provide facilities to interconnect the CA to the AT&T-21STATE's E911SR, as specified in Attachment 02 -Network Interconnection of this Agreement or per the requirements set forth via the applicable state tariff. Additionally, CA has the option to secure interconnection facilities from another provider or provide such interconnection using their own facilities. If diverse facilities are requested by CA, AT&T-21STATE will provide such diversity where technically feasible, at standard applicable tariff rates. *Notwithstanding its legal and/or regulatory requirement to provide E911 service to its End Users, nothing in this agreement shall prohibit CA from obtaining any Local Interconnection Service under this agreement, even if CA chooses to obtain E911 interconnection from another provider/carrier.*	Yes. AT&T Florida has E911 Selective Routers (SR) that provide 911 service to certain PSAPs as its customers. AT&T Florida knows of no carrier in Florida that currently provides or is capable of providing statewide 911 service that would enable CA to get its 911 calls to an AT&T Florida PSAP customer without interconnecting with AT&T Florida's E911 SR. By the same token, CA must interconnect with every other 911 System Service Provider in whose PSAP jurisdiction CA offers local exchange service.	In 2014, there are ample competitors for CAs and VoIP companies to choose from in the 911 Emergency Services marketplace with at least four large competitors to AT&T for statewide 911 service in Florida. All of these competitors provide modern, superior features and functionality compared to AT&T's antiquated, decades-old 911 infrastructure which has not changed or been significantly updated in over a decade. While acknowledging that it has a duty to provide reliable 911 service to its subscribers, CA objects to AT&T's monopolistic position that it is entitled to be paid for its inferior 911 services even when CA does not need or intend to use those services. Except for ILEC resale service which is not at issue in this provision, regulations place the burden on the CA, not AT&T, to provide reliable 911 service to CA subscribers. AT&T has not shown any reason why CA should be required to purchase inferior 911 services from AT&T instead of a superior service from a AT&T competitor.
CA Issue 46b: E911 4.1-4.3	Should CA be required to interconnect with AT&T Florida's E911 Selective Router when AT&T Florida is the 911 System Service Provider?	4.1 Call Routing (for CLEC's own switches): 4.1.1 CLEC will transport the appropriate 911 calls from each Point of Interconnection (POI) to the appropriate AT&T-21STATE E911 SR location.	4.1 Call Routing (for CLEC's own switches): 4.1.1 *Where it chooses to purchase E911 service from AT&T-21STATE,* CLEC will transport the appropriate 911 calls from each Point of Interconnection (POI) to the appropriate AT&T-21STATE E911 SR location.	Yes, for the reasons set forth above in connection with Issue 46(a).	CA has simply added the bolded provisions to reflect that CA may purchase E911 services from the E911 provider or carrier of its choice for CA's own network and switches.

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		4.1.2 CLEC will forward the ANI information of the party calling 911 to the AT&T-21STATE E911 SR. 4.2.3 CLEC shall order a minimum of two (2) one-way outgoing E911 Trunk(s) dedicated for originating 911 Emergency Service calls for each default PSAP or default ESN to interconnect from CLEC's switch to each appropriate AT&T-21STATE E911 SR, where applicable. Where Signaling System 7 (SS7) connectivity is available and required by the applicable E911 Customer, the Parties agree to implement Common Channel Signaling (CCS) trunking rather than Multi-Frequency (MF) trunking. 4.2.4 CLEC is responsible for ordering a separate E911 Trunk group from AT&T-21STATE for each county, default PSAP or other geographic area that the CLEC serves if the E911 Customer for such county or geographic area has a specified varying default routing condition. Where PSAPs do not have the technical capability to receive 10-digit ANI, E911 traffic must be transmitted over a separate trunk group specific to the underlying technology. CLEC will have administrative control for the purpose of issuing ASRs on this trunk group. Where the parties utilize SS7 signaling and the E911 network has the technology available, only one (1) E911 Trunk group shall be established to handle multiple NPAs within the local Exchange Area or LATA. If the E911 network does not have the appropriate technology available, a SS7 trunk group shall be established per NPA in the local Exchange Area or LATA. In addition, 911 traffic originating in one (1) NPA must be transmitted over a separate	4.1.2 *Where it chooses to purchase E911 service from AT&T-21STATE,* CLEC will forward the ANI information of the party calling 911 to the AT&T-21STATE E911 SR 4.2.3 *Where it chooses to purchase E911 service from AT&T-21STATE,* CLEC shall order a minimum of two (2) one-way outgoing E911 Trunk(s) dedicated for originating 911 Emergency Service calls for each default PSAP or default ESN to interconnect to each appropriate AT&T-21STATE E911 SR, where applicable. Where Signaling System 7 (SS7) connectivity is available and required by the applicable E911 Customer, the Parties agree to implement Common Channel Signaling (CCS) trunking rather than Multi-Frequency (MF) trunking. 4.2.4 *Where it chooses to purchase E911 service from AT&T-21STATE*, CLEC is responsible for ordering a separate E911 Trunk group from AT&T-21STATE for each county, default PSAP or other geographic area that the CLEC serves if the E911 Customer for such county or geographic area has a specified varying default routing condition. Where PSAPs do not have the technical capability to receive 10-digit ANI, E911 traffic must be transmitted over a separate trunk group specific to the underlying technology. CLEC will have administrative control for the purpose of issuing ASRs on this trunk group. Where the parties utilize SS7 signaling and the E911 network has the technology available, only one (1) E911 Trunk group shall be established to handle multiple NPAs within the local Exchange Area or LATA. If the E911 network does not have the appropriate technology available, a SS7 trunk group shall be established per NPA in the local Exchange		

Issue Nos. and Section Reference(s).	Issue Statements	AT&T Florida Proposed Language	CA Proposed Language	AT&T Florida Position Statement	CA Position Statement
		911 Trunk group from 911 traffic originating in any other NPA 911.	Area or LATA. In addition, 911 traffic originating in one (1) NPA must be transmitted over a separate 911 Trunk group from 911 traffic originating in any other NPA 911.		
		4.2.5 CLEC shall maintain facility transport capacity sufficient to route 911 traffic over trunks dedicated to 911 Interconnection between the CLEC switch and the AT&T-21STATE E911 SR.	4.2.5 *Where it chooses to purchase E911 service from AT&T-21STATE* CLEC shall maintain facility transport capacity sufficient to route 911 traffic over trunks dedicated to 911 Interconnection between the CLEC switch and the AT&T-21STATE E911 SR.		
		4.2.6 CLEC shall order sufficient trunking to route CLEC's originating 911 calls to the designated AT&T-21STATE E911 SR.	4.2.6 *Where it chooses to purchase E911 service from AT&T-21STATE,* CLEC shall order sufficient trunking to route CLEC's originating 911 calls to the designated AT&T-21STATE E911 SR.		
		4.2.10 CLEC shall monitor its 911 Trunks for the purpose of determining originating network traffic volumes. If CLEC's traffic study indicates that additional 911 Trunks are needed to meet the current level of 911 call volumes, CLEC shall provision additional 911 Trunks for Interconnection with AT&T-21STATE.	4.2.10 CA shall monitor its 911 Trunks for the purpose of determining originating network traffic volumes. If CA's traffic study indicates that additional 911 Trunks are needed to meet the current level of 911 call volumes, CA shall provision additional 911 Trunks for Interconnection with AT&T-21STATE *or an alternative E911 provider*.		
		4.2.13 Where required, CA will comply with Commission directives regarding 911 facility and/or 911 Trunking requirements.	4.2.13 Where required, CA will comply with Commission directives regarding 911 facility and/or 911 Trunking requirements.		
		4.3 Database:	4.3 Database:		
		4.3.1 Once the 911 Interconnection between CLEC and all appropriate AT&T-21STATE E911 SR(s) has been established and tested, CLEC or its representatives shall be responsible for providing CLEC's End User 911 Records to AT&T-21STATE for inclusion in AT&T-21STATE's DBMS on a timely basis.	4.3.1 *Where it chooses to purchase E911 service from AT&T-21STATE,* once the 911 Interconnection between CA and all appropriate AT&T-21STATE E911 SR(s) has been established and tested, CA or its representatives shall be responsible for providing CA's End User 911 Records to AT&T-21STATE for		

Issue Nos. and Section Reference(s).	Issue Statements	AT&T Florida Proposed Language	CA Proposed Language	AT&T Florida Position Statement	CA Position Statement
		4.3.2 CLEC or its agent shall provide initial and ongoing updates of CLEC's End User 911 Records that are Master Street Address Guide (MSAG) valid in electronic format based upon established NENA standards. 4.3.4 CLEC is responsible for providing AT&T-21STATE updates to the E911 database; in addition, CLEC is responsible for correcting any errors that may occur during the entry of their data to the AT&T-21STATE 911 DBMS.	inclusion in AT&T-21STATE's DBMS on a timely basis. 4.3.2 Where it chooses to purchase E911 service from AT&T-21STATE, CA or its agent shall provide initial and ongoing updates of CA's End User 911 Records that are Master Street Address Guide (MSAG) valid in electronic format based upon established NENA standards. 4.3.4 *Where it chooses to purchase E911 service from AT&T-21STATE,* CA is responsible for providing AT&T-21STATE updates to the E911 database; in addition, CA is responsible for correcting any errors that may occur during the entry of their data to the AT&T-21STATE 911 DBMS. *CA shall comply at all times with its regulatory obligation to provide working E911 service to its End Users whether or not such service is purchased from AT&T-21STATE.*		
CA Issue 47: Net Int. 2.9	Should the definition of "Entrance Facilities" exclude interconnection arrangements where the POI is within an AT&T Florida serving wire center?	2.9 "Entrance Facilities" are the transmission facilities (typically wires or cables) that connect CLEC's network with AT&T-21STATE's network for the mutual exchange of traffic. These Entrance Facilities connect CLEC's network from CLEC's Switch or point of presence ("POP") within the LATA to the AT&T-21STATE Serving Wire Center of such Switch or POP for the transmission of telephone exchange service and/or exchange access service.	2.9 "Entrance Facilities" are the transmission facilities (typically wires or cables) that connect CA's network with AT&T-21STATE's network for the mutual exchange of traffic. These Entrance Facilities connect CA's network from CA's Switch or point of presence ("POP") within the LATA to the AT&T-21STATE Serving Wire Center of such Switch or POP for the transmission of telephone exchange service and/or exchange access service. *Entrance Facilities do not apply to interconnection arrangements where the mutually-agreed Point of Interconnection ("POI") is within an AT&T-21STATE Serving Wire Center, and CA provides its own transport on*	No. The parties' agreed language reflects the appropriate definition of Entrance Facilities. CA's additional language directly contradicts the agreed language.	AT&T's definition of entrance facilities implies that AT&T could charge for entrance facilities regardless of where the POI is located, when it should only be entitled to charge for actual entrance facilities where the POI is not within a AT&T central office.

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			its side of that POI.		
CA Issue 48: Net Int. 3.2.3	i) Should the ICA include language that requires the Party that owns an NXX to maintain network facilities within the LATA being served? ii) Should the ICA include language stating that when a party uses an NXX to provide FX service to a customer, that party is responsible to transport traffic between the geographic area assigned to the NXX and the location of the FX customer?	3.2.3 **For each NXX code used by either Party, the Party that owns the NXX (or pooled code block) must maintain network facilities (whether owned or leased) used to actively provide, in part, local Telecommunications Service in the geographic area assigned to such NXX code. If either Party uses its NXX Code to provide Foreign Exchange (FX) service to its customers outside of the geographic area assigned to such code, that Party shall be solely responsible to transport traffic between its Foreign Exchange service customers and such code's geographic area.**	3.2.3 *None. Delete*.	i) Yes. The only obligation AT&T Florida's language imposes on CA is the obligation to maintain equipment necessary within the LATA where the CA interconnection is taking place and where NXX numbering resources are engaged. Regardless of any service CA may provide to its end user customers, CA will need to interconnect within the LATA to exchange traffic with AT&T Florida. These obligations have nothing to do with dial-up internet. ii) Yes. An NXX code is assigned to a carrier for assignment in a specific geographic area. FX service is a legitimate arrangement allowing a carrier to provide an end user with the appearance of a telephone number in a different area than where the customer is physically located. When CA assigns a telephone number in this manner, CA is responsible for the additional transport between its customer and the geographic area assigned to the NXX. CA should recover those transport costs from its customer and should not be permitted to shift those costs to AT&T Florida.	This was an important issue during the time of dial-up modems—that time has passed. Now there is no legitimate reason why this language needs to be included in the Agreement. It is an attempt by AT&T to restrict the types of service and geographic areas of CA's network. With the advent of VoIP, it is well established that a CA does not need to own network facilities in any specific geographic area in order to serve that area. VoIP is often provided over the Internet, where the end user provides its own internet connection and the VoIP call is transported from the CA's network (sometimes through a VoIP reseller who purchases wholesale services from CA) to the customer over the Internet. This scenario would be needlessly prohibited by AT&T's language, which is why CA believes this language should be stricken entirely. AT&T's language serves solely to limit its competition, which is anti-competitive and inconsistent with the intent of the Act.
CA Issue 49: Net Int. 3.2.4.6	Should the network interconnection architecture plan section of the ICA reflect that CA may lease TELRIC-priced facilities to link from one POI to another?	3.2.4.6 The additional POI(s) will be established within ninety (90) calendar days of notification that the threshold has been met.	3.2.4.6 The additional POI(s) will be established within ninety (90) calendar days of notification that the threshold has been met. *CA may lease facilities from AT&T as Dedicated Transport - Interoffice Channel from an existing POI to the additional POI for this purpose.*	No. Section 3.2.4 and its subsections address when and where CA shall establish POIs on AT&T Florida's network; it does not (and need not) address how CA may do so. Rather, Section 3.3 provides the terms and conditions pursuant to which CA may establish interconnection, and section 3.3.2 provides for CA's use of leased	If CA has an existing POI at a AT&T Tandem and AT&T requires CA to establish a new, secondary POI at another location due to excessive transit traffic between CA and the secondary location, then CA should be entitled to lease AT&T dedicated interoffice transport between the original POI where

Issue Nos. and Section Reference(s).	Issue Statements	AT&T Florida Proposed Language	CA Proposed Language	AT&T Florida Position Statement	CA Position Statement
				facilities. CA's additional language in section 3.2.4.6 should be rejected.	CA's network is already interconnected and the proposed new POI. This provision is desired by CA to establish clarity that the interoffice transport in such a case may be purchased by CA at UNE rates and need not require special access circuits for local interconnection.
CA Issue 50: Net Int. 3.2.6	Should CA be solely responsible for the facilities that carry CA's OS/DA, E911, Mass Calling, Third Party and Meet Point trunk groups?	3.2.6 CLEC is solely responsible, including financially, for the facilities that carry Operator Services/Directory Assistance ("OS/DA"), E911, Mass Calling, Third Party and Meet Point Trunk Groups.	3.2.6 CA is solely responsible, including financially, for the facilities that carry Operator Services/Directory Assistance ("OS/DA"), E911, Mass Calling, Third Party and Meet Point Trunk Groups ***on its side of the Point of Interconnection ("POI"***).	Yes. Because OS/DA, E911, Mass Calling, Third Party and Meet Point Trunk Groups are used by CA for the sole benefit of its own customers, and not for the mutual exchange of traffic with AT&T Florida, CA should be solely responsible, including financially, for the facilities that carry those trunk groups.	CA believes that it is well established that each party is responsible only for facilities and costs on its side of the POI for local interconnection, which includes e911 trunks. AT&T's language seems to be an attempt to place the entire burden of interconnection cost on CA instead, which conflicts with the Act's parity requirements.
CA Issue 51: Net Int. 3.4.4	May CA designate its collocation as the POI?	3.4.4 The Parties recognize that a facility handoff point must be agreed upon to establish the demarcation point for maintenance and provisioning responsibilities for each Party on its side of the POI.	3.4.4 The Parties recognize that a facility handoff point must be agreed upon to establish the demarcation point for maintenance and provisioning responsibilities for each Party on its side of the POI. ***If the POI is a collocation arrangement within an AT&T Wire Center, then the demarcation point shall be that collocation***.	No. CA may interconnect with AT&T Florida via collocation pursuant to section 3.3.1. However, the collocation is part of CA's network. Since the POI must be a point on AT&T Florida's network, the collocation cannot be the POI. CA must extend facilities from its collocation to AT&T Florida's network, even within the same wire center. In this situation, the POI is at AT&T Florida's end of those extended facilities.	CA believes that it is clear that the Act intended for each party to bear its own costs on its side of the POI. AT&T has recently begun to use language such as its proposed language here to attempt to subvert that intention and to create a revenue opportunity for AT&T at the expense of CA. CA has direct knowledge of situations where the parties agree that the POI is at a AT&T wire center, the CA orders, pays for, and obtains a collocation in that wire center, and then AT&T claims that the POI is actually in some other area of the building and that CA must pay AT&T for circuits between the alleged POI and the CA's collocation in the same building. This does not seem to be in good faith or in keeping

Issue Nos. and Section Reference(s).	Issue Statements	AT&T Florida Proposed Language	CA Proposed Language	AT&T Florida Position Statement	CA Position Statement
					with the Act's intentions, so CA seeks to revise this language to clarify. CA believes that if it extends its network all the way into the AT&T wire center where the POI is located, the least AT&T can do is run a wire down the hallway to CA's collocation at its own expense. It is worthy of note that CA is not permitted to present interconnection circuits to AT&T anywhere else in the wire center other than a collocation. AT&T's language would make it impossible for CA to actually meet AT&T at the POI.
CA Issue 52a Net Int. 4.1.6	Should the ICA state that CA may use a third party tandem provider to exchange traffic with third party carriers?	4.1.6 <u>INTENTIONALLY LEFT BLANK</u>.	4.1.6 ***Nothing herein shall prohibit CA from utilizing third-party tandem providers to exchange call traffic with any carrier not directly connected to CA's network.***	No. CA's language is at best unnecessary and at worst unlawful. The ICA includes provisions that allow CA to obtain transit service from AT&T Florida, but the ICA does not require CA to use that service. Thus, to the extent that the intent of CA's language is that CA can send traffic to other carriers through a third party tandem provider rather than through AT&T Florida, the language is unnecessary. CA's language could be read to mean that it is entitled to receive via a third party tandem provider traffic originated by other carriers. If that is what it means, the language is contrary to law, because if a third party has subscribed to AT&T Florida's transit service and routes traffic to AT&T Florida that is destined for CA's end users, AT&T Florida must route that traffic to CA.	CA desires to clarify that it is not required to use AT&T's tandem to exchange call traffic with carriers and may instead use any third-party tandem provider at CA's option. AT&T failed to respond to CA on this issue.
CA Issue 52b:	Should the ICA include terms and conditions	4.3.1 When CLEC Offers Service in a Local Exchange Area or LATA, the following trunk	4.3.1 When CA Offers Service in a Local Exchange Area or LATA, the following	No. The 1996 Act does not require AT&T Florida to negotiate terms for	Although there are several third-party tandem providers currently

Issue Nos. and Section Reference(s).	Issue Statements	AT&T Florida Proposed Language	CA Proposed Language	AT&T Florida Position Statement	CA Position Statement
Net Int. 4.3.1	obligating AT&T Florida to indirectly interconnect with CA?	groups described in this Section 4.3 shall be used to transport traffic between CLEC End Users and AT&T-21STATE End Users.	trunk groups described in this Section 4.3 shall be used to transport traffic between CA End Users and AT&T-21STATE End Users. *If a third-party tandem connects the switches operated by both parties, then either party shall be entitled to designate such third party tandem as the Local Homing Tandem for its terminating traffic between the switches which are connected by the third party tandem, and neither party shall be obligated to pay the other for tandem switching provided by the third party*.	indirect interconnection. Accordingly, AT&T Florida objects to including indirect interconnection language in CA's ICA. Furthermore, CA's language is ambiguous, and one of the two plausible readings of the language is contrary to law. Specifically, it is unclear whether what CA calls a party's "terminating traffic" is traffic that party terminates or traffic that party originates. If it means the former, the language is contrary to law, because CA does not have the right to require AT&T Florida to deliver traffic to CA via a third party tandem provider.	operating throughout Florida, AT&T seeks to maintain its monopoly on tandem services by use of this proposed language. CA's language would introduce parity between the parties; CA would still be required to send calls to AT&T's network using the tandem specified by AT&T. CA's language, however, would permit it to select a third party tandem to be used by other carriers to reach CA's own network rather than CA being required to use only AT&T's tandem. CA believes that AT&T has not been and should not be granted a monopoly for local tandem service, which is exactly what AT&T's proposed language would do.
CA Issue 53: Net Int. 4.3.9	Should the ICA obligate CA to establish a dedicated trunk group to carry mass calling traffic?	4.3.9 High Volume Call In (HVCI)/Mass Calling (Choke) Trunk Group - AT&T-21STATE: 4.3.9.1 CLEC must establish a dedicated trunk group to the designated Public Response HVCI/Mass Calling Network Access Tandem in each Serving Area. This trunk group shall be one-way outgoing only and shall utilize MF signaling. As the HVCI/Mass Calling trunk group is designed to block all excessive attempts toward HVCI/Mass Calling NXXs, it is necessarily exempt from the one percent (1%) blocking standard described elsewhere in this Attachment. CLEC will have administrative control for the purpose of issuing ASRs on this one-way trunk group. The Parties will not exchange live traffic until successful testing is completed by both Parties.	4.3.9 *None.* 4.3.9.1 *None.*	Yes. Based on its experience with and analysis of network outages caused by mass calling events, AT&T Florida has determined that mass calling trunks are necessary to minimize the risk that a mass calling event will cause an outage or otherwise harm the PSTN. Accordingly, AT&T Florida appropriately expects all carriers (including itself and its affiliates) to establish segregated trunk groups for mass calling. There is no reason to except CA from this sound network reliability practice.	Through this provision, AT&T seeks to force CA to purchase unnecessary services from AT&T in order to obtain local interconnection. In practice, many CLECs today do not use HVCI trunks, including several that CA is personally familiar with in Florida. This provision is anticompetitive because it requires the purchase by CA of useless trunks from AT&T. It is also discriminatory, because this requirement is not imposed uniformly by AT&T. CA should have total control of which trunks it will order to interconnect its own switches to others. AT&T did not respond to CA on this issue.

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		4.3.9.2 The HVCI trunk group shall be sized as follows: [Table from attachment reflects number of mass calling trunks required based on the number of access lines] 4.3.9.3 If CLEC should acquire a HVCI/Mass Calling customer, (e.g., a radio station) CLEC shall notify AT&T-21STATE at least sixty (60) days in advance of the need to establish a one-way outgoing SS7 or MF trunk group from the AT&T-21STATE HVCI/Mass Calling Serving Office to the CLEC End User's serving office. CLEC will have administrative control for the purpose of issuing ASRs on this one-way trunk group. 4.3.9.4 If CLEC finds it necessary to issue a new choke telephone number to a new or existing HVCI/Mass Calling customer, CLEC may request a meeting to coordinate with AT&T-21STATE the assignment of the HVCI/Mass Calling telephone number from the existing choke NXX. In the event that the CLEC establishes a new choke NXX, CLEC must notify AT&T-21STATE a minimum of ninety (90) days prior to deployment of the new HVCI/Mass Calling NXX. AT&T-21STATE will perform the necessary translations in its End Offices and Tandem(s) and issue ASRs to establish a one-way outgoing SS7 or MF trunk group from the AT&T-21STATE Public Response HVCI/Mass Calling Network Access Tandem to CLEC's choke serving office.	4.3.9.2 *None.* 4.3.9.3 *None.* 4.3.9.4 *None.*		
CA Issue 54: Net Int. 4.3.11	Should the ICA include CA's language providing for SIP Voice-over-IP trunk groups?	4.3.11 INTENTIONALLY LEFT BLANK.	4.3.11 *SIP Voice-over-IP/Voice-using-IP Trunk Groups. In the event that AT&T-21STATE offers, installs, or provides any interconnection trunking using SIP*	No. AT&T Florida currently does not offer, install or provide interconnection trunking using SIP Voice-over IP or Voice-using IP to	CA believes that if AT&T later offers more modern, cost effective local interconnection to others that CA should have an

Issue Nos. and Section Reference(s).	Issue Statements	AT&T Florida Proposed Language	CA Proposed Language	AT&T Florida Position Statement	CA Position Statement
			Voice-over-IP or Voice-using-IP to any entity including its affiliates, CA shall be entitled to order the same type of interconnection trunking in the same areas and under the same terms where it has been offered, installed or provided for others under this agreement. The parties may mutually agree to complete a contract amendment to codify additional terms and conditions, but such an amendment shall not be required in order for CA to obtain the service under nondiscriminatory terms and pricing. The parties recognize that Voice-over-IP connects two network over the public internet, and is not the same as Voice-using IP which connects two networks using private non-internet peering. CA shall be entitled to select either of these options, to the extent technically feasible or provided to another party by AT&T-21STATE. In the case of Voice-using-IP, AT&T-21STATE shall provide non-discriminatory access for CA to interconnect its packet network to AT&T-21STATE's packet network at any technically feasible point chosen by CA for the purpose of interconnection only, utilizing technical means to ensure quality of service and security.	any entity; does not have the capability to do so; and has no intention to do so unless there is a change in existing law, which does not require AT&T Florida to provide IP interconnection. If the law changes, CA would be entitled to amend the ICA accordingly. Also, if AT&T Florida at some point offers, installs or provides IP interconnection to another carrier pursuant to that carrier's ICA, CA can adopt that carrier's ICA at the appropriate time pursuant to 47 U.S.C. § 252(i). The availability of such remedies is one reason that ICAs do not include "most favored nation" provisions of the sort CA is proposing here. Furthermore, CA's proposal is directly contrary to the principle underlying the FCC's "all or nothing rule" for adoptions of ICAs under 47 U.S.C. § 252(i). Under that rule, a carrier cannot adopt just part of an existing ICA; if it wants to adopt provisions in an ICA, the carrier must take the entire ICA. This principle recognizes that when the ICA was negotiated, there may have been gives and takes that resulted in some provisions being more favorable to the CLEC, and other provisions being less favorable to the CLEC, than the law otherwise requires. CA's proposal flies in the face of this principle, because it would allow CA to lay claim to (purely hypothetical) IP trunking provisions in another carrier's (purely hypothetical) ICA without accepting the remainder of that carrier's ICA.	equal ability to order the same interconnection services offered to others. AT&T has an anti-competitive motive for keeping CAs interconnected using legacy technology because legacy TDM trunks are less scalable and more expensive for the CA. CA's language does not require AT&T to develop or invent anything new; it simply prohibits AT&T from offering modern services selectively to others and not to CA.

Issue Nos. and Section Reference(s).	Issue Statements	AT&T Florida Proposed Language	CA Proposed Language	AT&T Florida Position Statement	CA Position Statement
				CA's proposal is also objectionable because it would require AT&T Florida to provide IP-based interconnection trunking to CA without an amendment setting forth even the most basic terms and conditions for the provision of that service.	
CA Issue 55: Net Int. 6.11.1	When CA originates or terminates InterLATA traffic not subject to meet point billing, should CA be obligated to route such traffic to feature group access service obtained from AT&T Florida's tariff?	6.11.1 Where CLEC originates or terminates its own End User InterLATA Traffic not subject to MPB, and such traffic is routed via AT&T FLORIDA, CLEC must purchase feature group access service from AT&T-21STATE's state or federal access tariffs, whichever is applicable, to carry such InterLATA Traffic.	6.11.1 Where a CLEC originates or terminates its own End User InterLATA Traffic not subject to MPB, the CLEC *may, at its sole option*, purchase feature group access service from AT&T-21STATE's state or federal access tariffs, whichever is applicable, to carry such InterLATA Traffic.	Yes. Section 6 addresses intercarrier compensation for calls exchanged between the parties' end users, with the exception of section 6.10 (which addresses Meet-Point Billing (MPB)). AT&T Florida's language in section 6.11.1 presumes that the InterLATA traffic at issue is routed via AT&T Florida. CA is not entitled to route InterLATA traffic to AT&T Florida over local interconnection; such traffic must be routed via AT&T Florida's access services. AT&T Florida has revised its language accordingly, which should resolve CA's concerns.	Most CAs currently use third-party tandem providers to transit interLATA traffic to other carriers, rather than using ILEC tandems. AT&T's language would, once again, force CA to order unnecessary services from AT&T. CA should have complete control over its own network, switches and call routing.
CA Issue 56: Net Int. 6.13.3.1	Should the jurisdictional reporting regulations that apply to IXCs also apply to CA for CA's interstate traffic?	6.13.3.1 Each Party shall report to the other the projected PIU factors, including but not limited to PIU associated with facilities (PIUE) and Terminating PIU (TPIU) factors. The application of the PIU will determine the respective interstate traffic percentages to be billed at AT&T SOUTHEAST REGION 9-STATE's FCC No. 1 Tariff rates. All jurisdictional report requirements, rules and regulations for IXCs specified in AT&T SOUTHEAST REGION 9-STATE's interstate and/or intrastate access services tariff(s) will apply to CLEC. After interstate and intrastate traffic percentages have been determined by use of PIU procedures, the PLU and PLF factors will be used for	6.13.3.1 Each Party shall report to the other the projected PIU factors, including but not limited to PIU associated with facilities (PIUE) and Terminating PIU (TPIU) factors. The application of the PIU will determine the respective interstate traffic percentages to be billed at AT&T SOUTHEAST REGION 9-STATE's FCC No. 1 Tariff rates. After interstate and intrastate traffic percentages have been determined by use of PIU procedures, the PLU and PLF factors will be used for application and billing of local traffic and facilities. The intrastate toll traffic shall be billed at AT&T SOUTHEAST REGION 9-STATE's intrastate access services tariff rates. Each Party shall update its PIUs on	Yes. AT&T Florida permits CLECs to combine interstate traffic with local traffic over the same facilities. However, the interstate use of the facility is properly subject to AT&T Florida's tariff rates, terms and conditions. CA should not be exempt from the jurisdictional reporting requirements on interstate traffic that apply to all other carriers. AT&T Florida accepts CA's proposed language regarding the use of previously-submitted factors when new factors are not submitted by a party, resolving that aspect of this issue.	CA has removed AT&T's reference that CA must comply with rules and regulations in its tariff which are arbitrarily and solely determined, and subject to change, by AT&T. CA also added one sentence, to bring language into compliance with standard practice regarding the use of previously-submitted factors when new factors are not submitted by a party.

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		application and billing of local traffic and facilities. The intrastate toll traffic shall be billed at AT&T SOUTHEAST REGION 9-STATE's intrastate access services tariff rates. Each Party shall update its PIUs on the first of January, April, July and October of each year and shall send it to the other Party to be received no later than thirty (30) calendar days after the first of each such month to be effective the first bill period the following month, respectively, for all services showing the percentages of use for the past three (3) months ending the last day of December, March, June and September. Additional requirements associated with PIU calculations and reporting shall be as set forth in AT&T SOUTHEAST REGION 9-STATE's Jurisdictional Factors Reporting Guide. If a party fails to report any previously-reported factors to the other party, the billing party shall assume that the previously-reported factors are still valid and applicable and use them.	the first of January, April, July and October of each year and shall send it to the other Party to be received no later than thirty (30) calendar days after the first of each such month to be effective the first bill period the following month, respectively, for all services showing the percentages of use for the past three (3) months ending the last day of December, March, June and September. Additional requirements associated with PIU calculations and reporting shall be as set forth in AT&T SOUTHEAST REGION 9-STATE's Jurisdictional Factors Reporting Guide. *If a party fails to report any previously-reported factors to the other party, the billing party shall assume that the previously-reported factors are still valid and applicable and use them.*		
CA Issue 57: Net Int. 6.13.3.2 and 6.13.3.3 RESOLVED	None	6.13.3.2 Each Party shall report to the other a PLU factor. The application of the PLU will determine the amount of local or ISP-Bound minutes to be billed to the other Party. Each Party shall update its PLU on the first of January, April, July and October of each year and shall send it to the other Party to be received no later than thirty (30) calendar days after the first of each such month to be effective the first bill period the following month, respectively, based on local and ISP-Bound usage for the past three (3) months ending the last day of December, March, June and September, respectively. If a party fails to report any previously-reported factors to the other party, the billing party shall assume that the previously-reported factors are still valid and applicable and use them. Requirements	6.13.3.2 Each Party shall report to the other a PLU factor. The application of the PLU will determine the amount of local or ISP-Bound minutes to be billed to the other Party. Each Party shall update its PLU on the first of January, April, July and October of each year and shall send it to the other Party to be received no later than thirty (30) calendar days after the first of each such month to be effective the first bill period the following month, respectively, based on local and ISP-Bound usage for the past three (3) months ending the last day of December, March, June and September, respectively. *If a party fails to report any previously-reported factors to the other party, the billing party shall assume that the previously-reported factors are still valid and applicable and*	AT&T Florida accepts CA's proposed language, resolving this dispute.	Revised to bring language into compliance with standard practice regarding the use of previously-submitted factors when new factors are not submitted by a party.

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		associated with PLU calculation and reporting shall be as set forth in AT&T SOUTHEAST REGION 9-STATE's Jurisdictional Factors Reporting Guide. 6.13.3.3 Each Party shall report to the other a PLF factor. The application of the PLF will determine the portion of switched dedicated transport to be billed per the local jurisdiction rates. The PLF shall be applied to multiplexing, local channel and interoffice channel switched dedicated transport utilized in the provision of Local Interconnection Trunks. Each Party shall update its PLF on the first of January, April, July and October of the year and shall send it to the other Party to be received no later than thirty (30) calendar days after the first of each such month to be effective the first bill period the following month, respectively. If a party fails to report any previously-reported factors to the other party, the billing party shall assume that the previously-reported factors are still valid and applicable and use them. Requirements associated with PLF calculation and reporting shall be as set forth in AT&T SOUTHEAST REGION 9-STATE's Jurisdictional Factors Reporting Guide.	***use them***. Requirements associated with PLU calculation and reporting shall be as set forth in AT&T SOUTHEAST REGION 9-STATE's Jurisdictional Factors Reporting Guide. 6.13.3.3 Each Party shall report to the other a PLF factor. The application of the PLF will determine the portion of switched dedicated transport to be billed per the local jurisdiction rates. The PLF shall be applied to multiplexing, local channel and interoffice channel switched dedicated transport utilized in the provision of Local Interconnection Trunks. Each Party shall update its PLF on the first of January, April, July and October of the year and shall send it to the other Party to be received no later than thirty (30) calendar days after the first of each such month to be effective the first bill period the following month, respectively. ***If a party fails to report any previously-reported factors to the other party, the billing party shall assume that the previously-reported factors are still valid and applicable and use them***. Requirements associated with PLF calculation and reporting shall be as set forth in AT&T SOUTHEAST REGION 9-STATE's Jurisdictional Factors Reporting Guide.		
CA Issue 58: Net Int. 6.13.3.5	Should CA be obligated to pay for an audit when it has overstated PLF, PLU and/or PIU factors by 5% or more or by an amount resulting in AT&T Florida under-billing CA by $2,500 or more per month?	6.13.3.5 On thirty (30) calendar days written Notice, CLEC must provide AT&T SOUTHEAST REGION 9-STATE the ability and opportunity to conduct an annual audit to ensure the proper billing of traffic. CLEC shall retain Records of call detail for a minimum of nine (9) months from which the PLU, PLF and/or PIU can be ascertained. The audit shall be conducted during normal business hours at an office designated by CLEC. Audit requests shall not be submitted more frequently than one (1) time per calendar year. Audits shall be	6.13.3.5 On thirty (30) calendar days written Notice, CA must provide AT&T SOUTHEAST REGION 9-STATE the ability and opportunity to conduct an annual audit to ensure the proper billing of traffic. CA shall retain Records of call detail for a minimum of nine (9) months from which the PLU, PLF and/or PIU can be ascertained. The audit shall be conducted during normal business hours at an office designated by CA. Audit requests shall not be submitted more frequently than one (1) time per calendar year. Audits shall be	Yes. CA has a responsibility to provide accurate billing factors. Overstating the PLF, PLU, and/or PIU by 5% is a reasonable threshold for requiring CA to reimburse AT&T Florida for the cost of an audit. If the variance in actual factors as compared to reported factors is less than 5%, AT&T Florida will incur the entire cost of the audit. Furthermore, the parties have agreed that AT&T Florida may audit CA's factors no more often	This revision is necessary because the cost of an audit is not capped, and could exceed 100,000.00. For a small CA, a 5% discrepancy is not only common but could amount to as little as 100.00. This could be used by AT&T as a very effective tool to bankrupt its competition, if it forced a CA to pay for a 100,000.00 audit to reveal 100.00 in underbilling. CA believes that its language strikes

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		performed by an independent auditor chosen by AT&T SOUTHEAST REGION 9-STATE. The audited factor (PLF, PLU and/or PIU) shall be adjusted based upon the audit results and shall apply to the usage for the audited period through the time period when the audit is completed, to the usage for the quarter prior to the audit period and to the usage for the two (2) quarters following the completion of the audit. If, as a result of an audit, CLEC is found to have overstated the PLF, PLU and/or PIU <u>by five percentage points (5%)</u> or more, CLEC shall reimburse AT&T SOUTHEAST REGION 9-STATE for the cost of the audit.	performed by an independent auditor chosen by AT&T SOUTHEAST REGION 9-STATE. The audited factor (PLF, PLU and/or PIU) shall be adjusted based upon the audit results and shall apply to the usage for the audited period through the time period when the audit is completed, to the usage for the quarter prior to the audit period and to the usage for the two (2) quarters following the completion of the audit. If, as a result of an audit, CA is found to have overstated the PLF, PLU and/or PIU ***which has resulted in underbilling to CA of $2500.00 per month*** or more, CA shall reimburse AT&T SOUTHEAST REGION 9-STATE for the cost of the audit.	than once per year. AT&T Florida will therefore only initiate an audit when it has reason to believe CA has misrepresented these factors. CA's threshold of $2.500 per month or more in under-billing as a result of CA's inaccurate factors would obligate AT&T Florida to forego $30,000 a year in lost revenues before it could recover the audit costs from CA, which is not reasonable.	a better balance, holding CA accountable for mis-statements but not permitting AT&T to artificially drive up CA's costs.
CA Issue 59: Net Int. 6.13.7	i) Is the billing party entitled to accrue late payments and interest on unpaid intercarrier compensation charges? ii) When a billing dispute is resolved in favor of the billing party, should the billed party be obligated to make payment within 10 business days or 30 business days?	6.13.7 For billing disputes arising from Intercarrier Compensation charges, the Party challenging the disputed amounts (the "Non-Paying Party") may withhold payment for the amounts in dispute (the "Disputed Amounts") from the Party rendering the bill (the "Billing Party") only for so long as the dispute remains pending pursuant to the dispute resolution procedures of the General Terms and Conditions. Late payment charges <u>and interest</u> will continue to accrue on the Disputed Amounts while the dispute remains pending. The Non-Paying Party need not pay late payment charges or interest on the Disputed Amounts for so long as the dispute remains pending pursuant to the dispute resolution procedures of the General Terms and Conditions. Upon resolution of the dispute pertaining to the Disputed Amounts in accordance with the dispute resolution provisions of the General Terms and Conditions: (1) the Non-Paying Party will remit the appropriate Disputed Amounts to the Billing Party, together with all related interest and late payment charges, to the Billing Party within <u>ten (10) business days</u>	6.13.7 For billing disputes arising from Intercarrier Compensation charges, the Party challenging the disputed amounts (the "Non-Paying Party") may withhold payment for the amounts in dispute (the "Disputed Amounts") from the Party rendering the bill (the "Billing Party") only for so long as the dispute remains pending pursuant to the dispute resolution procedures of the General Terms and Conditions. Late payment charges will continue to accrue on the Disputed Amounts while the dispute remains pending. The Non-Paying Party need not pay late payment charges on the Disputed Amounts for so long as the dispute remains pending pursuant to the dispute resolution procedures of the General Terms and Conditions. Upon resolution of the dispute pertaining to the Disputed Amounts in accordance with the dispute resolution provisions of the General Terms and Conditions: (1) the Non-Paying Party will remit the appropriate Disputed Amounts to the Billing Party, together with all related late payment charges, to the Billing Party within ***thirty (30)*** business	i) Yes. The parties have agreed to language providing that late payment charges apply to past due amounts (GTC section 11.3) and also that interest charges accrue on unpaid amounts (GTC section 11.4). The billing party is entitled to accrue both late payment charges and interest on the disputed amounts while a dispute is pending. Interest and late payment charges serve different purposes. Interest is compensation for the time value of money, while late payment charges are intended as an incentive to encourage prompt payment. Late payment charges and interest charges are not mutually exclusive. Florida law recognizes and allows the imposition of both simultaneously. ii) When a billing dispute arising from intercarrier compensation charges is resolved in the billing party's favor, 10 business days (typically 2 weeks) is a reasonable	CA believes that late payment charges and interest are mutually exclusive and may not be combined. CA has also revised the true-up timeframe from 10 to 30 days, as CA may need time to secure financing to make payment of such amounts if it is found responsible for them. AT&T did not respond to CA on this issue.

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		of the resolution of the dispute, if (and to the extent) the dispute is resolved in favor of the Billing Party; and/or (2) the Billing Party will render all appropriate credits and adjustments to the Non-Paying Party for the Disputed Amounts, together with all appropriate interest and late payment charges, within <u>ten (10)</u> business days of the resolution of the dispute, if (and to the extent) the dispute is resolved in favor of the Non-Paying Party.	days of the resolution of the dispute, if (and to the extent) the dispute is resolved in favor of the Billing Party; and/or (2) the Billing Party will render all appropriate credits and adjustments to the Non-Paying Party for the Disputed Amounts, together with all appropriate late payment charges, within ***thirty (30)*** business days of the resolution of the dispute, if (and to the extent) the dispute is resolved in favor of the Non-Paying Party.	time for the billed party to make payment. CA should not need additional time for financing payments it could have reasonably anticipated, and AT&T Florida should not have to wait an additional 3 weeks to be paid.	
CA Issue 60: UNE 16.6	Should the Agreement contain a definition for HDSL-capable loops?	16.6 <u>INTENTIONALLY LEFT BLANK.</u>	16.6 The parties agree that an HDSL-capable loop is distinct from an HDSL loop. An HDSL loop is a conditioned loop, includes electronics at each end, and may use intermediate repeaters to reach extended distances. An HDSL-capable loop is simply a copper loop without electronics capable of carrying HDSL signals at distances of up to 11kft. This distinction is important because HDSL loops are subject to TRRO Wire Center Designation restrictions, while HDSL-capable loops are not. CA shall not be foreclosed from ordering HDSL-capable loops in Tier 1 Wire Centers, while the parties agree that CA is not entitled to HDSL loops in Tier 1 Wire Centers under current TRRO rules. CA shall not be required to use UCL instead of HDSL-capable loops in cases where HDSL-capable loops exist.	The ICA should not define a separate class of loop called "HDSL-capable" loop. The ICA does provide for an element named "HDSL loop," which is a dry copper loop without electronics. CA cannot evade limits on HDSL loops by re-labeling them as "HDSL-capable" loops.	CA desires to clarify this point in the Agreement because AT&T has recently conflated the terms "HDSL loop" and "HDSL-capable loop" in order to deny CAs access to HDSL-capable loops in Tier 1 Wire Centers.
CA Issue 61: LNP 3.1.4	Should the ICA require the return of a telephone number no longer in service with the end user for whom the number was activated?	3.1.4 When a ported telephone number becomes vacant (e.g., the telephone number is no longer <u>in service with the original</u> End User), the ported telephone number will be released back to the carrier owning the switch (after aging if any) in which the telephone number's NXX-X is native.	3.1.4 When a ported telephone number becomes vacant (e.g., the telephone number is no longer ***assigned to an*** End User), the ported telephone number will be released back to the carrier owning the switch (after aging if any) in which the telephone number's NXX-X is native.	Yes. Any given NXX code (or thousand block of numbers within an NXX code, known as NXX-X) is assigned to, and therefore "owned" by, a single carrier. When an end user customer of that carrier switches to another carrier for local exchange service, that end user's number may be ported, so that the end user does not have to change phone numbers. When the telephone number is no longer in	CA objects to AT&T's language, because it seems to require that any time an original end user no longer owns a number, it must return back to AT&T. This would mean that if end user A ported their telephone number to CA, and then conveyed the number to end user B who desired to assume end user A's service with CA, CA would be required to release the number, and the

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				use because the end user discontinues service, that telephone number should be returned to the carrier that owns the NXX code. CA's language would improperly permit "ownership" of the ported number to pass permanently to the company to which the end user changed, so that that company could assign the number to another end user.	customer, back to AT&T. CA's language clarifies that only if the number is no longer assigned must it be returned.
CA Issue 62: LNP 3.2.1 and 3.2.2.4	i) Should the ICA include limitations on the geographic portability of telephone numbers? ii) Should the ICA provide that neither party may port toll-free service telephone numbers?	3.2.1 Telephone numbers can be ported only within the Toll Message Rate Centers (TMRCs) as approved by the Commissions. "Porting within Rate Centers" refers to a limitation of changing service providers while the physical location of the End User remains with the wireline footprint of the Rate Center. If the End User changes his, her or its physical location from one Rate Center to another, the End User may not retain his, her or its telephone number (which is associated with the End User's previous Rate Center) as a basic network (non-FX) offering. An End User may retain his, her or its telephone number when moving from one Rate Center to another by the use of a tariff FX or Remote Call Forwarding offering from the new service provider. The Parties acknowledge that number portability is available so long as the number maintains the original rate center designation as approved by State Commissions. 3.2.2 Telephone numbers of the following types shall not be ported: 3.2.2.4 Toll-free service numbers (e.g., 800, 888, 877 and 866); and	3.2.1 *INTENTIONALLY LEFT BLANK.* 3.2.2 Telephone numbers of the following types shall not be ported: 3.2.2.4 *INTENTIONALLY LEFT BLANK.*	i) Yes. The FCC has made clear that an end user is not allowed to port a telephone number outside the rate center associated with that number, except when the customer purchases a foreign exchange offering from the new service provider. ii) Yes. Portability of toll-free numbers is not governed by the ICA, as CA recognizes.	CA believes that it is well settled that subscribers may port numbers regardless of rate center designation as long as the gaining provider's network can support the service. CA agrees that toll-free portability is not controlled by this Agreement since it is not local service, but CA does not waive its right to do so.
CA Issue 63:	Should the ICA include	4.3.3 INTENTIONALLY LEFT BLANK.	4.3.3 *The parties agree that neither*	No. The parties have agreed to	CA believes that its language is

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LNP 4.3.3	CA's language regarding customer authorization?		*party shall submit an LNP LSR or Customer Service Record (CSR) request to the other unless the ordering party has first obtained written or verbally recorded authorization from the End User authorizing such activity. The ordering party shall be reasonably required to produce such authorization upon request by the other party in the case of any customer dispute involving the authorization, and in such cases the parties agree to cooperate to timely resolve the dispute.*	language in GTC section 28 that addresses the appropriate end user authorization associated with a change in local service provider. There is no need for separate end user authorization prior to submitting an LNP LSR or CSR request, which could only occur in conjunction with a change in local service provider.	consistent with current FCC regulations, and CA intends for the Agreement to require AT&T's compliance along with cooperation between the parties in the case of an LNP dispute. CA is aware of incidents where AT&T has submitted CSR/LSR requests to CAs without first obtaining written permission, sometimes resulting in the unauthorized porting of numbers. AT&T has then made a bad situation worse by requiring CA to submit an LSR to port the number back from AT&T, and imposing a substantial delay before service can be restored to CA's customer. CA desires that the parties be required instead to timely cooperate to resolve such disputes.
CA Issue 64: LNP 5.1.1	Should AT&T Florida be permitted to assess an order charge to process a CA order that also includes LNP?	5.1.1 With the exception of lawful query charges, the Parties shall not charge each other for the porting of telephone numbers, <u>as a means for the other to recover the costs associated with LNP.</u>	5.1.1 With the exception of lawful query charges, the Parties shall not charge each other for the porting of telephone numbers, *including ordering charges or any other charge imposed as a condition of obtaining LNP*.	Yes. Pursuant to OSS section 5.5, AT&T Florida will assess a service order processing charge based on the manner in which the order is submitted. AT&T Florida has agreed in OSS section 5.6 that it will not assess a service order charge for an LSR that includes only LNP, making CA's language in LNP section 5.1.1 unnecessary. Moreover, CA's language could be interpreted to preclude AT&T Florida from recovering its order processing costs on any order that includes LNP. AT&T Florida's language makes clear that neither party may recover its LNP costs via non-query charges to the other party.	CA believes that AT&T has carefully crafted its language to prohibit the parties from charging for LNP service, but that AT&T intends to actually charge other fees such as ordering charges, OSS charges, and the like. AT&T currently requires CAs to submit LSRs in its OSS systems as a condition to obtaining LNP, and then charges CAs for those orders. CA desires to clarify that no charges may be imposed as a condition of obtaining LNP. CA believes that its language is consistent with current FCC rules regarding LNP. CA also notes that CA raised this issue related to provision OSS 5.5 in this agreement and in that instance AT&T agreed to the same change requested here. CA is

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					not clear why AT&T rejected one and agreed to the other.
CA Issue 65: OSS 3.9	Should the ICA include CA's proposed language requiring AT&T to provide CA a "reasonable means" of timely resolving OSS issues?	3.9 The technical support function of electronic OSS interfaces can be accessed via the AT&T CLEC Online website. CLEC will also provide a single point of contact for technical issues related to CLEC's use of AT&T-21STATE's electronic interfaces. <u>AT&T-21STATE shall provide to CA a reasonable means of timely resolving OSS and/or OSS ordering issues, including prompt resolution of ambiguous rejects, jeopardies or errors on orders. Provided, however, that CA shall in all instances retain responsibility for submitting a complete and accurate order.</u>	3.9 The technical support function of electronic OSS interfaces can be accessed via the AT&T CLEC Online website. CA will also provide a single point of contact for technical issues related to CA's use of AT&T-21STATE's electronic interfaces. *AT&T-21STATE shall provide to CA a reasonable means of timely resolving OSS and/or OSS ordering issues, including prompt resolution of ambiguous rejects, jeopardies or errors on orders*.	No. CA's proposed language is unnecessary, because AT&T Florida does not issue ambiguous order rejects or jeopardies, and AT&T Florida already has in place reasonable means of timely resolving such OSS issues as may arise. AT&T Florida is nonetheless willing to accept CA's proposed language, so long as AT&T Florida's proposed proviso is also included. The proviso appropriately clarifies that AT&T Florida's participation in the resolution of OSS issues does not relieve CA of its ultimate responsibility to submit complete and accurate orders. Without that clarification, CA's language could be construed to mean that AT&T Florida will in effect complete CA's orders on CA's behalf, which AT&T Florida is not obliged to do.	CA believes that AT&T has a long history of ambiguous rejects, errors and jeopardy notices for CLEC orders, and that these are often used as a means to delay CLECs' ability to timely deliver service. This causes a marked disparity in the customer's perception of the abilities of AT&T and a CLEC, through no fault of the CLEC's. CLECs are often told by AT&T personnel that AT&T doesn't know why "the system" rejected an order, and CLEC is left with no means to resolve an issue which almost always turns out to be an AT&T OSS malfunction. However, this process often results in the loss of CLEC's customer. CLEC desires that AT&T be required by this Agreement to provide timely resolution in such cases. Failure to do so would leave CLEC with only the dispute resolution procedures as a remedy, which a CLEC customer generally will not wait for.
CA Issue 66: OSS 3.14	Should the ICA require the parties to provide access to live agents for handling ordering and repair issues?	3.14 The Parties agree to provide one another with toll-free contact numbers for the purpose of addressing ordering, provisioning and maintenance of services issues. Contact numbers for maintenance/repair of services shall be staffed twenty-four (24) hours per day, seven (7) days per week.	3.14 The Parties agree to provide one another with toll-free contact numbers for the purpose of addressing ordering, provisioning and maintenance of services issues. Contact numbers for maintenance/repair of services shall be staffed twenty-four (24) hours per day, seven (7) days per week. *Each party shall be required to provide a human agent to the other party for telephone calls to report an outage, open a repair ticket in inquire about a repair ticket*	No. The Commission should reject CA's proposed language. Most outage and repair calls are handled most quickly and efficiently via communication with IVR, the web-based interfaces, or the electronic bonding interface, with no need for human intervention. AT&T Florida recognizes, however, that there are circumstances in which CLECs need to talk with a human agent, and AT&T Florida makes such an	AT&T has a well-established history of making it nearly impossible for CLECs to obtain repair during even the most critical of outages. One such mechanism that AT&T regularly employs is the use of robotic telephone answering systems for CLEC repair calls, which make it virtually impossible for CLEC repair staff to reach a live AT&T agent or in fact to accomplish

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			previously opened.	agent available as an option, but not as the initial point of contact, 24 hours a day. If CA's proposed language is read only to require AT&T Florida to do what it already routinely does, there is no need for the language. If, on the other hand, the language were read to require AT&T Florida to eliminate IVR and make a human agent available to CA – and to CA alone – as the initial point of contact for all outage and repair calls, the language clearly must be rejected, because that would be unduly costly and inefficient – not to mention unreasonable, At a minimum, if the Commission were to adopt CA's language, it should provide clarity by inserting the word "option" after "human agent" and inserting the following at the end of the provision: "; provided, however, that a human agent need not be made available as the initial point of contact for such calls".	anything at all. Often the AT&T robot will reject CLEC telephone, account or circuit numbers even if they are valid and after numerous attempts. This behavior by AT&T substantially lengthens CLEC outages large and small, and could be easily remedied if both parties were required to provide a live human agent when the other party has a network outage which must be cooperatively resolved. Regardless of which party is at fault, the CLEC's reputation suffers more during such outages due to its smaller size and market share. Therefore, CA believes that its language is reasonable and necessary in order to best provide parity.
CA Issue 67a: OSS 3.15.4	Should AT&T be prohibited from charging CA for costs AT&T incurs as a result of inaccurate orders submitted by CA when the inaccuracy was due to the action or inaction of AT&T?	3.15.4 By using electronic interfaces to access OSS functions, CLEC agrees to perform accurate and correct ordering of ICA Services. CLEC is also responsible for all actions of its employees using any of AT&T-21STATE's OSS. As such, CLEC agrees to accept and pay all reasonable costs or expenses, including labor costs, incurred by AT&T-21STATE caused by any and all inaccurate ordering or usage of the OSS, if such costs are not already recovered through other charges assessed by AT&T-21STATE to CLEC. AT&T-21STATE shall not be entitled to recover any <u>such</u> costs or charges <u>under this section</u> where <u>said</u> inaccuracies or errors were caused by either the incorrect advice of an <u>authorized</u> employee of AT&T-	3.15.4 By using electronic interfaces to access OSS functions, CA agrees to perform accurate and correct ordering of ICA Services. CA is also responsible for all actions of its employees using any of AT&T-21STATE's OSS. As such, CA agrees to accept and pay all reasonable costs or expenses, including labor costs, incurred by AT&T-21STATE caused by any and all inaccurate ordering or usage of the OSS, if such costs are not already recovered through other charges assessed by AT&T-21STATE to CA. *AT&T-21STATE shall not be entitled to recover any costs or charges related to inaccurate orders submitted by CA where inaccuracies or errors were caused by either the incorrect advice of*	AT&T Florida is willing to accept CA's proposed addition to section 3.15.4 if, but only if it is clarified by means of the additional words shown in the AT&T Language column. Those additional words clarify two points. First, the only costs and charges that AT&T Florida is prohibited from recovering pursuant to CA's language are those costs and charges that the preceding, agreed, sentence would otherwise entitle AT&T Florida to assess. Second, in the scenario in which AT&T Florida is prohibited from recovering those costs due to the provision of incorrect advice, or an unreasonable refusal to provide	CA believes that its addition is reasonable because many CLEC ordering issues are caused by errors in or problems with AT&T's OSS. Very often, CLECs are told by AT&T employees in response to OSS issues "I don't know why it did that" or "try this instead" as if AT&T's OSS is something beyond even its own employees' understanding. CA believes that it is reasonable to require AT&T to support its own OSS, and that AT&T should be responsible for errors caused by the advice of its employees or the inability of its employees to explain how to clear a particular problem with its

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		21STATE or by the failure or refusal of AT&T-21STATE to reasonably respond to CA's request <u>to an authorized employee of AT&T 21-STATE</u> for assistance with submitting an order in the AT&T-21STATE OSS. In addition, CLEC agrees to indemnify and hold AT&T-21STATE harmless against any claim made by an End User of CLEC or Third Parties against AT&T-21STATE caused by or related to CLEC's use of any AT&T-21STATE OSS.	*an employee of AT&T-21STATE or by the failure or refusal of AT&T-21STATE to reasonably respond to CA's request for assistance with submitting an order in the AT&T-21STATE OSS*. In addition, CA agrees to indemnify and hold AT&T-21STATE harmless against any claim made by an End User of CA or Third Parties against AT&T-21STATE caused by or related to CA's use of any AT&T-21STATE OSS.	advice, by an employee of AT&T Florida, the AT&T Florida employee from whom CA sought the information or assistance must be a person who, by virtue of his or her position, is authorized to provide such advice or assistance.	OSS.
CA Issue 67b: OSS 6.5.1.1 <u>RESOLVED</u>	None	6.5.1.1 Notwithstanding the foregoing, if CA places an LSR based upon AT&T-21STATE's loop makeup information, and such information is inaccurate resulting in the inability of AT&T-21STATE to provision the ICA Services requested and another spare compatible facility cannot be found with the transmission characteristics of the ICA Services originally requested, cancellation charges shall not apply. Where CA places a single LSR for multiple ICA Services based upon loop makeup information, and information as to some, but not all, of the ICA Services is inaccurate, if AT&T-21STATE cannot provision the ICA Services that were the subject of the inaccurate loop makeup information, CA may cancel all or part of its request for those ICA Services without incurring any charges for the cancelled portion.	6.5.1.1 Notwithstanding the foregoing, if CA places an LSR based upon AT&T-21STATE's loop makeup information, and such information is inaccurate resulting in the inability of AT&T-21STATE to provision the ICA Services requested and another spare compatible facility cannot be found with the transmission characteristics of the ICA Services originally requested, cancellation charges shall not apply. Where CA places a single LSR for multiple ICA Services based upon loop makeup information, and information as to some, but not all, of the ICA Services is inaccurate, if AT&T-21STATE cannot provision the ICA Services that were the subject of the inaccurate loop makeup information, CA may cancel *all or part of its request for those ICA Services without incurring any charges for the cancelled portion*.	AT&T Florida accepts CA's proposal for section 6.5.1.1.	CA believes its revision is reasonable; CA should not be required to pay for any order placed due to incorrect information provided by AT&T if CA is unable to obtain the services as a result of AT&T's error.
Issue 68: OSS 5.4	None	5.4 AT&T-22STATE shall return a Firm Order Confirmation (FOC) in accordance with the applicable performance intervals. .	5.4 AT&T-22STATE shall return a Firm Order Confirmation (FOC) in accordance with the applicable performance intervals.	AT&T Florida believes that the parties agreed, shortly before the filing of CA's Petition for Arbitration, that the first sentence of section 5.4 would read, "The parties shall return a Firm Order Confirmation (FOC) in accordance with applicable performance intervals," and that the second sentence displayed in the AT&T Florida Proposed Language	AT&T's language permits it to not only set and change its own FOC intervals for responding to orders outside of this Agreement, but also attempts to permit AT&T to set CA's FOC intervals for CA's network (generally for LNP orders) which AT&T would allegedly set by updating its website. CA maintains control

Issue Nos. and Section Reference(s).	Issue Statements	AT&T Florida Proposed Language	CA Proposed Language	AT&T Florida Position Statement	CA Position Statement
				column would be deleted. AT&T Florida will attempt to confirm this resolution of the issue with CA. In the event that the issue is not in fact resolved, AT&T Florida will set forth its position as appropriate in the course of the proceeding.	over its own network, systems, OSS, and business processes. Neither this provision nor anything in this Agreement gives CA control over AT&T's FOC interval, and it is inappropriate for AT&T to attempt to control CA's business practices.
CA Issue 69a: OSS 6.4	Should the provisioning dispatch terms and related charges be reciprocal?	6.3 In the event AT&T-21STATE must dispatch to the End User's location more than once for provisioning of ICA Services due to incorrect or incomplete information provided by CLEC (e.g., incomplete address, incorrect contact name/number, etc.), AT&T-21STATE will bill CLEC for each additional dispatch required to provision the circuit due to the incorrect/incomplete information provided. AT&T-21STATE will assess the Maintenance of Service Charge/Trouble Determination Charge/Trouble Location Charge/Time and Material Charges/Additional Labor Charges from the applicable Pricing Schedule, and/or applicable tariffs, price list or service guides. 6.4 <u>INTENTIONALLY LEFT BLANK</u>.	6.3 In the event AT&T-21STATE must dispatch to the End User's location more than once for provisioning of ICA Services due to incorrect or incomplete information provided by CA (e.g., incomplete address, incorrect contact name/number, etc.), AT&T-21STATE will bill CA for each additional dispatch required to provision the circuit due to the incorrect/incomplete information provided. AT&T-21STATE will assess the Maintenance of Service Charge/Trouble Determination Charge/Trouble Location Charge/Time and Material Charges/Additional Labor Charges from the applicable Pricing Schedule, and/or applicable tariffs, price list or service guides. 6.4 ***In the event CA must dispatch to the End User's location to resolve an issue solely caused by AT&T-21STATE's employees, contractors or agents (such as AT&T tampering with CA End User's service, AT&T falsely reporting that service has been properly installed when it has not, or AT&T falsely reporting that service has been repaired when it has not) CA will bill AT&T-21STATE and AT&T-21STATE shall pay for each dispatch required to resolve the problem caused by AT&T. The charge for each such dispatch shall not exceed the then-current AT&T-21STATE Trouble Determination Charge.***	No, the provisioning dispatch terms and related charges are not reciprocal because CA is purchasing a product/service from AT&T Florida and dispatch is necessitated to provide the requested service. AT&T Florida does not purchase services from CA. Accordingly, there are no instances where dispatch would be caused by a request from AT&T Florida.	AT&T's language did not provide parity; it requires CA to compensate AT&T when CA causes AT&T to dispatch a technician and the problem is not within AT&T's network. However, AT&T's language provides CA with no recourse and instead, CA must absorb all of the costs of AT&T's error if the opposite occurs. AT&T often reports to CA that a service is installed or repaired when in fact AT&T has not installed or repaired the service. CA then must dispatch its own technician, who finds that the service was not installed or repaired after all. CA language would hold AT&T to the same standard that AT&T's language holds CA to; each party would be required to compensate the other for wasting each other's resources. CA has added a rate parity requirement so that CA's rate cannot exceed AT&T's rate.
CA Issue 69b:	Should the repair terms	7.11 In the event AT&T-21STATE must	7.11 In the event AT&T-21STATE must	No, the provisioning dispatch terms	See comments to 69a above.

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OSS 7.12	and related charges be reciprocal?	dispatch to an End User's location more than once for repair or maintenance of ICA Services due to incorrect or incomplete information provided by CLEC (e.g., incomplete address, incorrect contact name/number, etc.), AT&T-21STATE will bill CLEC for each additional dispatch required to repair the circuit due to the incorrect/incomplete information provided. AT&T-21STATE will assess the Maintenance of Service Charge/Trouble Determination Charge/Trouble Location Charge/Time and Material Charges/Additional Labor Charges at the rates set forth in the Pricing Schedule. 7.12 <u>INTENTIONALLY LEFT BLANK</u>.	dispatch to an End User's location more than once for repair or maintenance of ICA Services due to incorrect or incomplete information provided by CA (e.g., incomplete address, incorrect contact name/number, etc.), AT&T-21STATE will bill CA for each additional dispatch required to repair the circuit due to the incorrect/incomplete information provided. AT&T-21STATE will assess the Maintenance of Service Charge/Trouble Determination Charge/Trouble Location Charge/Time and Material Charges/Additional Labor Charges at the rates set forth in the Pricing Schedule. 7.12 *In the event CA must dispatch to the End User's location to resolve an issue solely caused by AT&T-21STATE's employees, contractors or agents (such as AT&T tampering with CA End User's ICA Service, AT&T falsely reporting that ICA Service has been properly installed when it has not, or AT&T falsely reporting that ICA Service has been repaired when it has not) CA will bill AT&T-21STATE and AT&T-21STATE shall pay for each dispatch required to resolve the problem caused by AT&T. The charge for each such dispatch shall not exceed the then-current AT&T-21STATE Trouble Determination Charge.*	and related charges are not reciprocal because CA is purchasing a product/service from AT&T Florida and dispatch is necessitated to provide the requested service. AT&T does not purchase services from CA, accordingly there are no instances where dispatch would be caused by a request from AT&T Florida.	
CA Issue 70: Structure Access 16.3.4	Should Attaching Party not have to pay inspection costs if AT&T Florida's own facilities bear the same defect as the Attaching Party's alleged violation?	16.3.4 If Attaching Party's Facilities are in compliance with this Appendix, there will be no charges incurred by the Attaching Party for the periodic or spot inspection. If Attaching Party's Facilities are not in compliance with this Appendix, AT&T-21STATE may charge Attaching Party for the inspection. The Costs of Periodic Inspections will be paid by those Attaching Parties with 5% or greater of their	16.3.4 If Attaching Party's Facilities are in compliance with this Appendix, there will be no charges incurred by the Attaching Party for the periodic or spot inspection. If Attaching Party's Facilities are not in compliance with this Appendix, AT&T-21STATE may charge Attaching Party for the inspection. The Costs of Periodic Inspections will be paid by those Attaching Parties with 5% or greater of their	No. AT&T Florida is not an Attaching Party; instead, it is the owner of the pole. As the owner, AT&T Florida has the right to inspect to ensure Attaching Parties are in compliance with this Appendix. AT&T Florida bears the entire cost of inspection unless more than 5% of Attacher's attachments are in violation. The	CA believes that there are environmental factors in Florida which may cause pole attachments to not be in compliance with AT&T's guidelines, and often AT&T's own attachments are not in compliance with its guidelines for a variety of reasons. CA believes that its language is appropriate in

Issue Nos. and Section Reference(s).	Issue Statements	AT&T Florida Proposed Language	CA Proposed Language	AT&T Florida Position Statement	CA Position Statement
		Attachments in violation. The amount paid by the Attaching Party shall be the percentage that their violations bear to the total violations of all Attaching Parties found during the inspection. Should the Attaching Party dispute the result of the inspection, it may seek relief through the Dispute Resolution Process in the General Terms and Conditions of this Agreement.	Attachments in violation. The amount paid by the Attaching Party shall be the percentage that their violations bear to the total violations of all Attaching Parties found during the inspection. *Attaching Party shall not be deemed to be in violation if AT&T-221STATE's own facilities at the same location bear the same defect as the alleged violation*.	cost of the inspection is assessed to an Attacher only if more than 5% of its attachments are in violation. If a regional condition prevents compliance with this Appendix, such as a prohibition on guy wires, of the sort CA describes in its Position Statement, that prohibition would apply to AT&T Florida as well as Attaching Parties, and in that scenario, no Party may be deemed in violation. There are other circumstances, however, in which CA's proposed language would not reasonably apply. The Commission should therefore adopt AT&T Florida's proposed language rather than CA's, and thereby allow each situation to be evaluated on its individual merits.	order to prohibit CA from being unfairly discriminated against; if AT&T's own attachments differ from its published standards in a certain location, then CA should not be penalized if, for the same reasons, its attachment also differs in the same manner. Specifically in Monroe County, there are instances where the parties are now prohibited from installing or maintaining guy wires where they would interfere with mangrove trees. In such a case, both AT&T and CA would be unable to remedy such a "violation" so CA should not be unfairly penalized.
CA Issue 71: UNE 1.3	In order for CA to obtain from AT&T Florida an unbundled network element (UNE) or a combination of UNEs for which there is no price in the ICA, must CA first negotiate an amendment to the ICA to provide a price for that UNE or UNE combination?	1.3 The preceding includes without limitation that AT&T-21STATE shall not be obligated to provide combinations (whether considered new, pre-existing or existing) or other arrangements (including, where applicable, Commingled Arrangements) involving AT&T-21STATE network elements that do not constitute 251(c)(3) UNEs, or where 251(c)(3) UNEs are not requested for permissible purposes.	1.3 The preceding includes without limitation that AT&T-21STATE shall not be obligated to provide combinations (whether considered new, pre-existing or existing) or other arrangements (including, where applicable, Commingled Arrangements) involving AT&T-21STATE network elements that do not constitute 251(c)(3) UNEs, or where 251(c)(3) UNEs are not requested for permissible purposes. *If CA orders any UNE or UNE combination for which a price does not exist in this agreement, but for which a price does exist in any then-current Commission-Approved AT&T-21STATE Interconnection Agreement, then CA shall be entitled to obtain that UNE or UNE combination on a non-discriminatory basis under the same rate and terms. The Parties shall execute an amendment within thirty (30) days of request from CA for such an amendment, and the UNE(s) shall be available to CA for ordering within five*	Yes. Under the 1996 Act, CA can only obtain UNEs or UNE combinations from AT&T Florida pursuant to the rates, terms and conditions in its ICA. It was therefore incumbent on CA to ensure that the ICA provided for all UNEs and UNE combinations that it wanted to obtain. CA's proposed language is contrary to controlling federal law, because it would allow CA to "pick and choose" terms from another ICA. Under the FCC's rules, a carrier can adopt provisions from another ICA only if it adopts the entire ICA. CA's asserted belief that it is entitled to order any element that AT&T Florida is required to provide, whether or not it is in the ICA, is simply wrong. If CA were correct, there would be no need for it to obtain an ICA at all.	CA believes that it is entitled to order any element which AT&T is required to provide as a UNE, whether or not it is listed in this Agreement. CA language provides certainty so that the price and terms are agreed to before ordering, and provides adequate time to load the element into AT&T's systems.

Issue Nos. and Section Reference(s).	Issue Statements	AT&T Florida Proposed Language	CA Proposed Language	AT&T Florida Position Statement	CA Position Statement
			(5) days after execution of the amendment.		
CA Issue 72: UNE 1.5	Should AT&T Florida be required to prove to CA's satisfaction and without charge that a requested UNE is not available?	1.5 Access to 251(c)(3) UNEs is provided under this Agreement over such routes, technologies, and facilities as AT&T-21STATE may elect at its own discretion. AT&T-21STATE will provide access to 251(c)(3) UNEs where technically feasible. Where facilities and equipment are not available, AT&T-21STATE shall not be required to provide 251(c)(3) UNEs.	1.5 Access to 251(c)(3) UNEs is provided under this Agreement over such routes, technologies, and facilities as AT&T-21STATE may elect at its own discretion. AT&T-21STATE will provide access to 251(c)(3) UNEs where technically feasible. Where facilities and equipment are not available, AT&T-21STATE shall not be required to provide 251(c)(3) UNEs. *CA shall be entitled to challenge such denials of UNE facilities and AT&T-212STATE shall reasonably prove at no charge to CA that the requested facilities do not exist or are all in use*.	No. The parties agree AT&T Florida is not required to provide a UNE if the facilities or equipment (hereinafter "facilities") necessary to do so are not available. When AT&T Florida receives an order for a UNE, it checks its records and makes a good faith determination whether the necessary facilities are available. If AT&T Florida denies a CA UNE request on the basis of unavailability and CA believes the necessary equipment and facilities are in fact available, CA can pursue the matter with AT&T Florida and, if it remains skeptical, can invoke its right to dispute resolution under the ICA, with recourse to the Commission if necessary. CA's proposed language is patently unreasonable, because it would require AT&T Florida to prove unavailability to CA's satisfaction, with CA the sole arbiter of when and if AT&T Florida has accomplished that. Furthermore, if CA chooses not to believe AT&T Florida's good faith representation that the necessary facilities are unavailable, it is hard to imagine how AT&T Florida could satisfy CA on that point, since CA could just as easily choose not to believe AT&T Florida's records.	CA believes its language is reasonable to prevent AT&T from arbitrarily and incorrectly denying UNE orders placed by CA, to which CA would have no recourse.
CA Issue 73: UNE 1.9	Should this Attachment contain the sole and exclusive terms and conditions by which CA may obtain UNEs from AT&T Florida?	1.9 <u>The Parties intend that this Attachment contains the sole and exclusive terms and conditions by which CLEC will obtain UNEs from AT&T-21STATE.</u>	1.9 *None. Delete*	Yes. When CA seeks a UNE or UNE combination that is not in its ICA, it may do so solely by seeking an amendment to its ICA.	CA believes that AT&T has improperly inserted this language to compel CA to waive its rights to obtain UNE facilities. CA believes that it has the absolute right to obtain any UNE or UNE combination which AT&T is

Issue Nos. and Section Reference(s).	Issue Statements	AT&T Florida Proposed Language	CA Proposed Language	AT&T Florida Position Statement	CA Position Statement
					required to provide, regardless of whether or not it is contained in this agreement. Therefore, CA does not waive such rights and believes that AT&T may not insist upon such a waiver as a condition to obtaining this Agreement.
CA Issue 74a: UNE 2.3	Should CA be allowed to comingle any UNE element with any non-UNE element it chooses?	2.3 "Commingling" or "Commingled Arrangement" means an arrangement connecting, attaching, or otherwise linking of a UNE, or a combination of UNEs, to one (1) or more facilities or services that CLEC has obtained at wholesale from AT&T-21STATE, or the combining of a UNE, or a combination of UNEs, with one (1) or more such facilities or services. Commingling in its entirety (the ability of CLEC to Commingle, AT&T-21STATE's obligation to perform the functions necessary to Commingle, and Commingled Arrangements) shall not apply to or otherwise include, involve or encompass AT&T-21STATE offerings pursuant to 47 U.S.C. § 271 that are not 251(c)(3) UNEs under 47 U.S.C. § 251(c)(3).	2.3 "Commingling" or "Commingled Arrangement" means an arrangement connecting, attaching, or otherwise linking of a UNE, or a combination of UNEs, to one (1) or more facilities or services that CA has obtained at wholesale from AT&T-21STATE, or the combining of a UNE, or a combination of UNEs, with one (1) or more such facilities or services. *CA shall be entitled to commingle any UNE with any other service element purchased from AT&T-21STATE either from this Agreement or from any AT&T-21STATE tariff, so long as the combination is technically feasible. Such commingling shall be required even if the specific arrangement sought by CA is not commonly commingled by AT&T-21STATE.*	No. AT&T's proposed language for UNE Section 2.3 is consistent with controlling federal law as established by the FCC, and CA's proposed language is not.	CA believes that it is entitled to commingle facilities as specified in its language, and that AT&T's language restricts CA's ability to commingle in a manner inconsistent with FCC rules and orders.
CA Issue 74b: UNE 6.3.3	Should CA be allowed to commingle any UNE element with any non-UNE element it chooses?	6.3.3 Any Commingling obligation is limited solely to Commingling of one (1) or more facilities or services that are provided at wholesale from AT&T-21STATE with UNEs; accordingly, no other facilities, services or functionalities are subject to Commingling, including but not limited to facilities, services or functionalities that AT&T-21STATE might offer pursuant to Section 271 of the Act.	6.3.3 *None. Delete*.	See AT&T Florida's Position Statement for Issue 74a.	CA believes that this issue is fully addressed in UNE, 2.3 and does not need to be restated in this section, regardless of the arbitration outcome of UNE 2.3.
CA Issue 75: UNE 8.1.2	Should AT&T's obligation to provide UNE Loops be expanded beyond the definition stated in CFR	8.1.2 Consistent with the applicable FCC rules, AT&T-21STATE will make available the UNE Loops set forth herein below between a distribution frame (or its equivalent) in an AT&T-21STATE central	8.1.2 Consistent with the applicable FCC rules, AT&T-21STATE will make available the UNE Loops set forth herein below between a distribution frame (or its equivalent) in an AT&T-21STATE central	No. The FCC has defined AT&T's obligation to provide UNE Loops in 47 CFR 51.319(a). AT&T Florida's proposed language is in all respects consistent with that FCC Rule. CA's	CA believes that AT&T should not be permitted to serve its own customers at a location, and then deny CA the ability to serve customers at the same location

Issue Nos. and Section Reference(s).	Issue Statements	AT&T Florida Proposed Language	CA Proposed Language	AT&T Florida Position Statement	CA Position Statement
	51.309?	office and the UNE Loop demarcation point at an End User premises. The Parties acknowledge and agree that AT&T-21STATE shall not be obligated to provision any of the UNE Loops provided for herein to cellular sites or to any other location that does not constitute an End User premises. Where applicable, the UNE Loop includes all wire within multiple dwelling and tenant Buildings and campuses that provides access to End User premises wiring, provided such wire is owned and controlled by AT&T-21STATE. The UNE Loop includes, but is not limited to copper UNE Loops (two-wire and four-wire analog voice-grade copper UNE Loops, digital copper UNE Loops [e.g., DS0s and integrated services digital network (ISDN) lines]), as well as two-wire and four-wire copper UNE Loops conditioned, at CLEC's request and subject to charges, to transmit the digital signals needed to provide digital subscriber line services, DS1 Digital UNE Loops (where they have not been Declassified and subject to Caps set forth in Section 8.1.3.4.4 below) and DS3 Digital UNE Loops (where they have not been Declassified and subject to Caps set forth in Section 8.1.3.5.4 below) where such UNE Loops are deployed and available in AT&T-21STATE Wire Centers. CLEC agrees to operate each UNE Loop type within applicable technical standards and parameters.	office and the UNE Loop demarcation point at an End User premises. The Parties acknowledge and agree that AT&T-21STATE shall not be obligated to provision any of the UNE Loops provided for herein to cellular sites or to any other location that does not constitute an End User premises, *except that any location to which AT&T-21STATE has previously connected copper facilities for its own customers' use shall be available for the connection of UNEs at the request of CA.*	proposed language, on the other hand, would unlawfully expand AT&T Florida's obligations beyond the limits the FCC has established.	using the same facilities. CA has left unchanged AT&T's language prohibiting UNEs for cellular sites, but CA believes that otherwise any location where AT&T has delivered copper-based service is UNE-eligible.
CA Issue 76: UNE 3.2 and 3.3	Should the ICA include CA's proposed Section 3.2 and 3.3?	3.2 INTENTIONALLY LEFT BLANK.	3.2 If CA procures any *UNE or UNE Combinations* for which rates are not currently in the Pricing Schedule, AT&T-21STATE then reserves the right to charge a current *Commission-Approved state-specific price*. 3.3 If CA procures any *non-UNE Other*	No. AT&T Florida proposes to resolve this issue by withdrawing its proposed section 3.2 in its entirety, and thus not including in the ICA CA's proposed sections 3.2 and 3.3. If CA does not accept that proposed resolution of the issue, AT&T Florida will present its position in	CA believes that its language is consistent with current regulations, and that in no case is an ILEC permitted to charge a "Market based price" for a UNE. It is well established that UNEs must always bear a TELRIC-based price.

Issue Nos. and Section Reference(s).	Issue Statements	AT&T Florida Proposed Language	CA Proposed Language	AT&T Florida Position Statement	CA Position Statement
			Services for which rates are not currently in the Price Schedule, AT&T-21STATE, then reserves the right to charge a *current state-specific market based price/rate*.	testimony.	
CA Issue 77a: UNE 6.2.6	Is thirty (30) days written notice sufficient notice prior to converting a UNE to the equivalent wholesale service when such conversion is appropriate?	6.2.6 If CLEC does not meet the applicable eligibility criteria or, for any reason, stops meeting the eligibility criteria for a particular Conversion of a wholesale service, or group of wholesale services, to the equivalent 251(c)(3) UNE, or combination of 251(c)(3) UNEs, CLEC shall not request such Conversion or continue using such 251(c)(3) UNE or 251(c)(3) UNEs that result from such Conversion. To the extent CLEC fails to meet (including ceases to meet) the eligibility criteria applicable to a 251(c)(3) UNE or combination of 251(c)(3) UNEs, AT&T-21STATE may convert the 251(c)(3) UNE or 251(c)(3) UNE combination to the equivalent wholesale service or group of wholesale services, upon **thirty (30) days** written Notice to CLEC.	6.2.6 If CA does not meet the applicable eligibility criteria or, for any reason, stops meeting the eligibility criteria for a particular Conversion of a wholesale service, or group of wholesale services, to the equivalent 251(c)(3) UNE, or combination of 251(c)(3) UNEs, CA shall not request such Conversion or continue using such 251(c)(3) UNE or 251(c)(3) UNEs that result from such Conversion. To the extent CA fails to meet (including ceases to meet) the eligibility criteria applicable to a 251(c)(3) UNE or combination of 251(c)(3) UNEs, AT&T-21STATE may convert the 251(c)(3) UNE or 251(c)(3) UNE combination to the equivalent wholesale service or group of wholesale services, upon ***one hundred eighty (180) days*** written Notice to CA.	Yes. CA should be aware well before it receives written notice from AT&T Florida that its UNEs or UNE combinations no longer meet eligibility criteria. Furthermore, the conversion of a UNE or UNE combination to an equivalent wholesale service does not entail any facilities changes, but is merely a rate change that AT&T Florida implements on CA's wholesale bill. Extending the notice period to 180 days as CA proposes would unreasonably prolong enjoyment of low prices to which it is no longer entitled, at AT&T Florida's expense.	CA cannot possibly transition its customer base to new service arrangements in 30 days. Moreover, AT&T itself cannot provide the necessary services for such a transition in that time period. Upon notice from AT&T of a UNE sunset, CA must re-design and re-engineer the affected service(s), and then must place orders for new service with AT&T or others to replace the sunset elements. Interconnection agreements typically have provided 180 days for such a transition, and CA continues to believe that this is reasonable.
CA Issue 77b: UNE 14.10.2.2 and 14.10.2.3	Is thirty (30) calendar days subsequent to wire center Notice of Non-impairment sufficient notice prior to billing the provisioned element at the equivalent special access rate/Transitional Rate?	14.10.2.2 **For the affected UNE Loop/Transport element(s) installed after March 11, 2005,** CLEC will provide a true-up to an equivalent special access rate as of the later of the date billing began for the provisioned element or thirty **(30) calendar days** after AT&T-21STATE's Notice of non-impairment. If no equivalent special access rate exists, a true-up will be determined using the Transitional Rates. The applicable equivalent special access rate/Transitional Rates will continue to apply until the facility has been transitioned. 14.10.2.3.1 For affected UNE Loop/Transport elements ordered before AT&T-21STATE's Wire Center designation, 14.10.2.3.1.1 **if the applicable transition**	14.10.2.2 CA will provide a true-up to an equivalent special access rate as of the later of the date billing began for the provisioned element or ***one hundred eighty (180)*** calendar days after AT&T-21STATE's Notice of non-impairment. If no equivalent special access rate exists, a true-up will be determined using the Transitional Rates. The applicable equivalent special access rate/Transitional Rates will continue to apply until the facility has been transitioned. 14.10.2.3.1 For affected UNE Loop/Transport elements ordered before AT&T-21STATE's Wire Center designation, 14.10.2.3.1.1 ***INTENTIONALLY LEFT***	Yes. Thirty (30) days subsequent to AT&T Florida's notice of wire center non-impairment is the appropriate timeframe for AT&T Florida to begin billing special access rates. If it wishes, CA may self-certify utilizing the process se forth in this Attachment. The wire center non-impairment process follows the FCC's Triennial Review Order, which provides CLECs an opportunity to self-certify, which sets off a timeline different from the 30-day special access billing. Issue 77b is not akin to 77a, as CA's Position Statement suggests. Issue 77b relates to subsequent activities as the result of AT&T Florida's efforts to reclassify a wire	See comments to Issue 77a above. The actual effect of AT&T's language, if approved, would be to prevent CA from using the most valuable UNEs it is entitled to such as dark fiber, because without adequate transition time it would likely be immediately bankrupt if AT&T ever invoked this sunset provision as proposed. AT&T did not respond to CA on this issue.

Issue Nos. and Section Reference(s).	Issue Statements	AT&T Florida Proposed Language	CA Proposed Language	AT&T Florida Position Statement	CA Position Statement
		period is within the initial TRRO transition period described in Section 15.0 below of this Agreement, CLEC will provide a true-up during the period between the date that is thirty (30) calendar days after AT&T-21STATE's Notice of non-impairment and the date the circuit is transitioned to the Transitional Rates. 14.10.2.3.1.2 if the applicable transition period is after the initial TRRO transition period described in Section 14.1 above of this Agreement has expired, CLEC will provide a true-up based on the Transitional Rates between the date that is thirty (30) calendar days after AT&T-21STATE's Notice of non-impairment and the end of the applicable transition period described in Section 15.1 below and the equivalent special access rates during the period between the end of the initial transition period and the date the circuit is actually transitioned. If no equivalent special access rate exists, a true-up will be determined using the Transitional Rates. The applicable equivalent special access/Transitional Rates as described above will continue to apply until the facility has been transitioned. 14.10.2.3.2 For affected UNE Loop/Transport elements ordered after AT&T-21STATE's Wire Center designation, CLEC will provide a true-up for the affected UNE Loop/Transport element(s) to an equivalent special access rate for the affected UNE Loop/Transport element(s) as of the later of the date billing began for the provisioned element or thirty (30) calendar days after AT&T-21STATE's Notice of non-impairment. If no equivalent special access rate exists, a true-up will be determined using the Transitional Rates. The applicable equivalent special	*BLANK* 14.10.2.3.1.2 CA will provide a true-up based on the Transitional Rates between the date that is *one hundred eighty (180)* calendar days after AT&T-21STATE's Notice of non-impairment and the end of the applicable transition period described in Section 15.1 below and the equivalent special access rates during the period between the end of the initial transition period and the date the circuit is actually transitioned. If no equivalent special access rate exists, a true-up will be determined using the Transitional Rates. The applicable equivalent special access/Transitional Rates as described above will continue to apply until the facility has been transitioned. 14.10.2.3.2 For affected UNE Loop/Transport elements ordered after AT&T-21STATE's Wire Center designation, *CA* will provide a true-up for the affected UNE Loop/Transport element(s) to an equivalent special access rate for the affected UNE Loop/Transport element(s) as of the later of the date billing began for the provisioned element or *one hundred eighty (180) calendar days* after AT&T-21STATE's Notice of non-impairment. If no equivalent special access rate exists, a true-up will be determined using the Transitional Rates. The	center.	

Issue Nos. and Section Reference(s).	Issue Statements	AT&T Florida Proposed Language	CA Proposed Language	AT&T Florida Position Statement	CA Position Statement
		access/Transitional Rates will continue to apply until the facility has been transitioned.	applicable equivalent special access/Transitional Rates will continue to apply until the facility has been transitioned.		
CA Issue 78: UNE 15.2	Should AT&T Florida's established process for providing notices of network changes to CLECs be changed for CA?	15.1 The parties recognize that Wire Centers that AT&T-21STATE had not designated as meeting the FCC's non-impairment thresholds as of March 11, 2005, may meet those thresholds in the future. In the event that a Wire Center that is not currently designated as meeting one (1) or more of the FCC's non-impairment thresholds, meets one (1) or more of these thresholds at a later date, AT&T-21STATE may add the Wire Center to the list of designated Wire Centers and the Parties will use the following process, subject to state Commission jurisdiction: 15.2 AT&T-21STATE may update the Wire Center list as changes occur. 15.2.1 To designate a Wire Center that had previously not met one (1) or more of the FCC's impairment thresholds but subsequently does so, AT&T-21STATE will provide **via Accessible Letter and by a posting on AT&T CLEC Online website.** 15.2.2 AT&T-21STATE will continue to accept CLEC orders for impacted DS1/DS3 UNE Loops, DS1/DS3 Dedicated Transport and/or Dark Fiber Dedicated Transport without requiring CLEC self-certification for thirty (30) calendar days after the date **the Accessible Letter is issued**. 15.2.3 In the event the CLEC disagrees with AT&T-21STATE's determination, CLEC will have sixty (60) calendar days from the **issuance of the**	15.1 The parties recognize that Wire Centers that AT&T-21STATE had not designated as meeting the FCC's non-impairment thresholds as of March 11, 2005, may meet those thresholds in the future. In the event that a Wire Center that is not currently designated as meeting one (1) or more of the FCC's non-impairment thresholds, meets one (1) or more of these thresholds at a later date, AT&T-21STATE may add the Wire Center to the list of designated Wire Centers and the Parties will use the following process, subject to state Commission jurisdiction: 15.2 AT&T-21STATE may update the Wire Center list as changes occur. 15.2.1 To designate a Wire Center that had previously not met one (1) or more of the FCC's impairment thresholds but subsequently does so, AT&T-21STATE will provide ***written notification to CA under the notices provision of this agreement*** and by a posting on AT&T CLEC Online website. 15.2.2 AT&T-21STATE will continue to accept CA orders for impacted DS1/DS3 UNE Loops, DS1/DS3 Dedicated Transport and/or Dark Fiber Dedicated Transport without requiring CA self-certification for thirty (30) calendar days after the date ***that the written notice was delivered to CA***. 15.2.3 In the event CA disagrees with AT&T-21STATE's determination, CA will have sixty (60) calendar days from the ***date that the written notice was***	No. AT&T Florida provides notice of network changes via an Accessible Letter that is posted to CLEC Online, a website that is accessible to all CLECs. As CA apparently does not realize, any CLEC that wants to receive individual notices, and thus not rely on CLEC Online, may subscribed to direct notices of Accessible Letters. A CLEC that elects this option specifies the recipient to whom AT&T Florida is to send the Accessible Letters. The Accessible Letter process, with the option of direct notices, is used by all AT&T ILECs and is accepted by the CLEC community. CA's proposal that the Commission require AT&T Florida to implement a different system for it is unreasonable. The 60-day transition period in AT&T Florida's language is appropriate for the reasons set forth in AT&T Florida's Position Statement for Issue 77.	AT&T should provide actual notice to CA for such major changes affecting CA. Simply posting them to a website with no further notice is unreasonable and could harm CA's customers without adequate warning for CA to prevent any disruption of services.

Issue Nos. and Section Reference(s).	Issue Statements	AT&T Florida Proposed Language	CA Proposed Language	AT&T Florida Position Statement	CA Position Statement
		Accessible Letter to dispute AT&T-21STATE's Wire Center determination by providing a self-certification to AT&T-21STATE. 15.2.4 If the CLEC does not use the self-certification process described in Section 15.1.4 above to self-certify against AT&T-21STATE's Wire Center designation within sixty (60) calendar days of the issuance of the Accessible Letter, CLEC must transition all circuits that have been declassified by the Wire Center designation(s) by disconnecting or transitioning to an alternate facility or arrangement, if available, within thirty (30) calendar days ending on the ninetieth (90th) day after the issuance of the Accessible Letter providing the Wire Center designation of non-impairment; no additional notification from AT&T-21STATE will be required. CLEC may not obtain new DS1/DS3 UNE Loops, DS1/DS3 Dedicated Transport and/or Dark Fiber Dedicated Transport in Wire Centers and/or Routes where such circuits have been declassified during the applicable transition period. If CLEC fails to disconnect or transition to an alternate facility or arrangement within such thirty (30) day period, AT&T-21STATE may disconnect such circuits or beginning billing CLEC the equivalent special access rate. If no equivalent special access rate exists, a true-up will be determined using the transitional rates set forth in Section 15.2 below. 15.2.5 If CLEC does provide self-certification to dispute AT&T-21STATE's designation determination within sixty (60) calendar days of the issuance of the Accessible Letter, AT&T-21STATE may dispute CLEC's self-certification as described in Section 14.8 above of this Agreement and AT&T-21STATE will accept	*delivered* to dispute AT&T-21STATE's Wire Center determination by providing a self-certification to AT&T-21STATE. 15.2.4 If the CA does not use the self-certification process described in Section 15.1.4 above to self-certify against AT&T-21STATE's Wire Center designation within sixty (60) calendar days of the issuance of the *written notice*, CA must transition all circuits that have been declassified by the Wire Center designation(s) by disconnecting or transitioning to an alternate facility or arrangement, if available, within *one hundred eighty (180) calendar days* after *the date that the written notice was delivered* providing the Wire Center designation of non-impairment; no additional notification from AT&T-21STATE will be required. CA may not obtain new DS1/DS3 UNE Loops, DS1/DS3 Dedicated Transport and/or Dark Fiber Dedicated Transport in Wire Centers and/or Routes where such circuits have been declassified during the applicable transition period. If CA fails to disconnect or transition to an alternate facility or arrangement within such *one hundred eighty (180) day* period, AT&T-21STATE may disconnect such circuits or beginning billing CA the equivalent special access rate. If no equivalent special access rate exists, a true-up will be determined using the transitional rates set forth in Section 15.2 below. 15.2.5 If CA does provide self-certification to dispute AT&T-21STATE's designation determination within sixty (60) calendar days of the issuance of the *written notice*, AT&T-21STATE may dispute CA's self-certification as described in Section 14.8 above of this Agreement and AT&T-21STATE will accept and provision the		

Issue Nos. and Section Reference(s).	Issue Statements	AT&T Florida Proposed Language	CA Proposed Language	AT&T Florida Position Statement	CA Position Statement
		and provision the applicable UNE Loop and Transport orders for the CLEC providing the self certification during a dispute resolution process.	applicable UNE Loop and Transport orders for the CA providing the self certification during a dispute resolution process.		
CA Issue 79: UNE 4.5.5	Is it appropriate to include CA's proposed Section 4.5.5 in the ICA?	4.5.5 INTENTIONALLY LEFT BLANK.	4.5.5 *AT&T-21STATE shall not tamper with or convert an in-service UNE provided to CA for its own benefit or business purposes or for its own customers and/or substitute another UNE in its place*.	No. There is no reasonable basis to include CA's proposed Section 4.5.5 in the ICA. The language is overly broad and could inhibit AT&T Florida from maintaining its network in an efficient fashion.	CA believes that in-service UNE facilities are a part of its network and are not subject to tampering by AT&T for the purpose of serving AT&T customers. In many cases, CLECs have paid AT&T for loop conditioning on UNE loops and have performed their own pre-service testing on those loops prior to placing customer's service on them. If AT&T takes a CLEC's conditioned, tested loop for its own customer and substitutes an unconditioned, untested one, a CLEC's customers are made to suffer for the benefit of AT&T and its customers. This is unfair and does not represent parity; AT&T will not disadvantage its own customer in order to supply a UNE loop to a CLEC.
CA Issue 80: UNE 4.6.1	May CA use a UNE to provide service to itself or for other administrative purposes?	4.6.1 CLEC cannot use a UNE (whether on a stand-alone basis, in combination with other UNEs, or otherwise), with a network element possessed by CLEC (or otherwise) to provide service to itself, or for other administrative purpose(s).	4.6.4 *None*.	No, federal law prohibits CLECs from using UNEs to self-provide service. The FCC's rules require AT&T Florida to provide UNEs to a CLEC only for the provision of telecommunications services to that CLEC's end-user customers.	CA believes that it is well settled that CA is permitted to order and use UNEs as a part of CA's network for any permissible purpose, subject to certifications and impairment restrictions contained elsewhere in this Agreement. CA does not believe that AT&T is entitled to specify exactly what CA may do or not do with UNEs to which CA is entitled.
CA Issue 81a: UNE 6.4.2	Is Multiplexing available as a stand-alone UNE independent of loops and transport?	6.4.2 AT&T-21STATE is not obligated, and shall not, provide access to (1) an unbundled DS1 UNE Loop in combination, or Commingled, with a DS1 UDT facility or	6.4.2 AT&T-21STATE is not obligated, and shall not, provide access to (1) an unbundled DS1 UNE Loop in combination, or Commingled, with a DS1 UDT facility or	No. 47 CFR Section 319(b) provides that multiplexing is a UNE only when used in conjunction with a loop and transport combination to	The FCC has clearly defined an Extended Enhanced Loop (EEL) as a loop plus transport combination. AT&T is here

Issue Nos. and Section Reference(s).	Issue Statements	AT&T Florida Proposed Language	CA Proposed Language	AT&T Florida Position Statement	CA Position Statement
		service or a DS3 or higher UDT facility or service, or an unbundled DS3 UNE Loop in combination, or Commingled, with a DS3 or higher UDT facility or service, or (2) an unbundled DS1 UDT facility in combination, or Commingled, with an unbundled DS1 UNE Loop or a DS1 channel termination service, or to an unbundled DS3 UDT facility in combination, or Commingled, with an unbundled DS1 UNE Loop or a DS1 channel termination service, or to an unbundled DS3 UNE Loop or a DS3 or higher channel termination service (collectively, the "Included Arrangements"), unless CLEC certifies that all of the following conditions are met with respect to the arrangement being sought:	service or a DS3 or higher UDT facility or service, or an unbundled DS3 UNE Loop in combination, or Commingled, with a DS3 or higher UDT facility or service, or (2) an unbundled DS1 UDT facility in combination, or Commingled, with an unbundled DS1 UNE Loop or to an unbundled DS3 UNE Loop (collectively, the "Included Arrangements"), unless CA certifies that all of the following conditions are met with respect to the arrangement being sought::	provide an enhanced extended loop (EEL), which includes "any facilities, equipment, or functions necessary to combine those network elements." When Multiplexing is not used to combine loop and transport UNEs, it is not essential to a combination and therefore is not a UNE. The FCC has ruled that an ILEC is not required to make available DCS or transport multiplexing as stand-alone UNEs.	attempting to re-define the term to also include loop plus multiplexing (channel termination), and also transport plus multiplexing (channel termination). CA does not dispute that multiplexing may be a combination, but it does not automatically follow that multiplexing always makes the combination an EEL. A combination which includes multiplexing would only be an EEL if it contained both loop+transport, along with the multiplexing. This deliberately inaccurate definition would restrict CA's ability to order and use multiplexing as a UNE, which CA is entitled to do without it being considered an EEL.
CA Issue 81b: UNE 9.1.5.1	Is Multiplexing available as a stand-alone UNE independent of loops and transport?	9.1.5 DS1 and DS3 UDT includes, as follows: 9.1.5.1 Multiplexing – an option ordered in conjunction with DS1 or DS3 UDT that converts a circuit from higher to lower bandwidth, or from digital to voice grade. Multiplexing is only available when ordered at the same time as DS1 or DS3 UDT and at the rates set forth in the Pricing Schedule.	9.1.5 DS1 and DS3 UDT includes, as follows: 9.1.5.1 *INTENTIONALLY LEFT BLANK*	No. See AT&T Florida's Position statement for Issue 81(a).	Transport is a circuit that "transports" optical or electrical signals from one physical location to another. AT&T is here attempting to re-define the term multiplexing (aka channel termination) as a form of transport, which it clearly is not. This deliberately inaccurate definition would restrict CA's ability to order and use multiplexing as a UNE, which CA is entitled to do without it being considered an EEL. CA does not believe that it should be required that UDT must be ordered as part of a combination with multiplexing. If, for example, CA has a collocation in a AT&T wire center and CA desires to purchases DS3/DS1 multiplexing in that wire center, with the DS3 connected to the CA collocation and the DS1 circuits used for

Issue Nos. and Section Reference(s).	Issue Statements	AT&T Florida Proposed Language	CA Proposed Language	AT&T Florida Position Statement	CA Position Statement
					interconnection trunks or for customer-facing DS1 circuits ordered from AT&T, then multiplexing is required but there need not be any transport involved. CA believes that AT&T is required to provide UNEs in any technically feasible combination including multiplexing, and AT&T has not shown any reason why this example scenario is not technically feasible. AT&T's proposed requirement that multiplexing is only available in combination with UDT seems to be totally arbitrary and needlessly limits CA's options.
CA Issue 82a: UNE 8.1.3.4.4	If AT&T Florida accepts and installs an order for a DS1 after CLEC has already obtained ten DS1s in the same building, must AT&T Florida provide written notice and allow 30 days before converting to and charging for Special Access service?	8.1.3.4.4 DS1 UNE Loop "Caps" – AT&T-21STATE is not obligated to provide to CLEC more than ten (10) DS1 Digital UNE Loops to any single Building in which DS1 Digital UNE Loops have not been otherwise Declassified; accordingly, CLEC may not order or otherwise obtain, and CLEC will cease ordering unbundled DS1 Digital UNE Loops once CLEC has already obtained ten DS1 Digital UNE Loops at the same Building. If, notwithstanding this Section, CLEC submits such an order, at AT&T-21STATE's option it may accept or reject the order, <u>but convert any requested DS1 Digital UNE Loop(s) in excess of the Cap to Special Access; applicable Special Access charges will apply to CLEC for such DS1 Digital UNE Loop(s) as of the date of provisioning.</u>	8.1.3.4.4 DS1 UNE Loop "Caps" – AT&T-21STATE is not obligated to provide to CA more than ten (10) DS1 Digital UNE Loops to any single Building in which DS1 Digital UNE Loops have not been otherwise Declassified; accordingly, CA may not order or otherwise obtain, and CA will cease ordering unbundled DS1 Digital UNE Loops once CA has already obtained ten DS1 Digital UNE Loops at the same Building. If, notwithstanding this Section, CA submits such an order, at AT&T-21STATE's option it may accept or reject the order. *If AT&T-21STATE accepts an order and installs the service, then It must follow the conversion process in this provision prior to billing for the circuit as special access. Prior to conversion of a CA circuit to Special Access, AT&T-21STATE shall notify CA in writing and CA shall then have 30 days in which to transition or disconnect the circuit prior to conversion by AT&T-21STATE or to invoke the dispute resolution process in this agreement if it believes that*	No. CA, like all CLECs, has the responsibility to manage and track its inventory of DS1 loops. Accordingly, if CA has ten (10) DS1 loops to a particular building, it should be aware of that fact, and of the fact that if it orders an additional DS1 loop to that building, it must pay special access rates. It is not AT&T Florida's responsibility to manage a CLEC's network or to provide notice of a CLEC's failure to manage its network. To require AT&T Florida to install a DS1 as a UNE in a building in which CA already has ten DS1s pending notice would provide inappropriate UNE rates to CA at AT&T Florida's expense.	CA believes that it is reasonable that AT&T must actually notify CA of its intention prior to converting an in-service circuit, so that CA has time to make its own decision and service change before AT&T's action occurs. For new orders, CA does not believe that AT&T should automatically install a circuit other than what was ordered if what was ordered is unavailable. AT&T should reject the UNE order back to CA stating that the ordered service is not available, instead of installing special access when UNE was ordered. If AT&T installs the circuit, then it should be installed as a UNE as ordered by CA, and then AT&T may begin the conversion process by sending the required notice if desired.

Issue Nos. and Section Reference(s).	Issue Statements	AT&T Florida Proposed Language	CA Proposed Language	AT&T Florida Position Statement	CA Position Statement
			AT&T is not entitled to the conversion.		
CA Issue 82b: UNE 8.1.3.5.4	Must AT&T provide notice to CA before converting DS3 Digital UNE loops to special access for DS3 Digital UNE loops that exceed the limit of one unbundled DS3 loop to any single building?	8.1.3.5.4 DS3 UNE Loop "Caps" – AT&T-21STATE is not obligated to provide to CLEC more than one (1) DS3 Digital UNE Loop per requesting carrier to any single Building in which DS3 Digital UNE Loops have not been otherwise Declassified; accordingly, CLEC may not order or otherwise obtain, and CLEC will cease ordering unbundled DS3 Digital UNE Loops once CLEC has already obtained one DS3 Digital UNE Loop at the same Building. If, notwithstanding this Section, CLEC submits such an order, at AT&T-21STATE's option it may accept or reject the order, <u>but convert any requested DS3 Digital UNE Loop(s) in excess of the Cap to Special Access; applicable Special Access charges will apply to CLEC for such DS3 Digital UNE Loop(s) as of the date of provisioning.</u>	8.1.3.5.4 DS3 UNE Loop "Caps" – AT&T-21STATE is not obligated to provide to CA more than one (1) DS3 Digital UNE Loop per requesting carrier to any single Building in which DS3 Digital UNE Loops have not been otherwise Declassified; accordingly, CA may not order or otherwise obtain, and CA will cease ordering unbundled DS3 Digital UNE Loops once CA has already obtained one DS3 Digital UNE Loop at the same Building. If, notwithstanding this Section, CA submits such an order, at AT&T-21STATE's option it may accept or reject the order. *If AT&T-21STATE accepts an order and installs the service, then It must follow the conversion process in this provision prior to billing for the circuit as special access. Prior to conversion of a CA circuit to Special Access, AT&T-21STATE shall notify CA in writing and CA shall then have 30 days in which to transition or disconnect the circuit prior to conversion by AT&T-21STATE or to invoke the dispute resolution process in this agreement if it believes that* AT&T is not entitled to the conversion.	No. CA, like all CLECs, has the responsibility to manage and track its inventory of DS3 loops. Accordingly, if CA has one (1) DS3 loop to a particular building, it should be aware of that fact, and of the fact that if it orders an additional DS3 loop to that building, it must pay special access rates. It is not AT&T Florida's responsibility to manage a CLEC's network or to provide notice of a CLEC's failure to manage its network. To require AT&T Florida to install a DS3 as a UNE in a building in which CA already has a DS3 pending notice would provide inappropriate UNE rates to CA at AT&T Florida's expense.	CA believes that it is reasonable that AT&T must actually notify CA of its intention prior to converting an in-service circuit, so that CA has time to make its own decision and service change before AT&T's action occurs. For new orders, CA does not believe that AT&T should automatically install a circuit other than what was ordered if what was ordered is unavailable. AT&T should reject the UNE order back to CA stating that the ordered service is not available, instead of installing special access when UNE was ordered. If AT&T installs the circuit, then it should be installed as a UNE as ordered by CA, and then AT&T may begin the conversion process by sending the required notice if desired.
CA Issue 82c: UNE 9.1.5.1 through 9.1.5.3	For unbundled DS1 or DS3 dedicated transport circuits that AT&T Florida installs that exceed the applicable cap on a specific route, must AT&T Florida provide written notice and to allow 30 days prior to conversion to Special Access?	9.1.5.1 <u>Multiplexing – an option ordered in conjunction with DS1 or DS3 UDT that converts a circuit from higher to lower bandwidth, or from digital to voice grade. Multiplexing is only available when ordered at the same time as DS1 or DS3 UDT and at the rates set forth in the Pricing Schedule.</u> 9.1.5.2 DS3 UDT Caps – AT&T-21STATE is not obligated to provide to CLEC more than twelve (12) DS3 UDT circuits on each Route on which DS3 Dedicated Transport has not been	9.1.5.1 *INTENTIONALLY LEFT BLANK* 9.1.5.2 DS3 UDT Caps – AT&T-21STATE is not obligated to provide to CA more than twelve (12) DS3 UDT circuits on each Route on which DS3 Dedicated Transport has not been otherwise Declassified;	No. See AT&T Florida's Position Statements for Issues 82(a) and 82(b).	See responses to Issue 82a and 82b.

Issue Nos. and Section Reference(s).	Issue Statements	AT&T Florida Proposed Language	CA Proposed Language	AT&T Florida Position Statement	CA Position Statement
		otherwise Declassified; accordingly, CLEC may not order or otherwise obtain, and CLEC will cease ordering unbundled DS3 Dedicated Transport once CLEC has already obtained twelve DS3 UDT circuits on the same Route. If, notwithstanding this Section, CLEC submits such an order, at AT&T-21STATE's option, it may accept or reject the order, but convert any requested DS3 UDT in excess of the Cap to Special Access; applicable Special Access charges will apply to CLEC for such DS3 Dedicated Transport circuits as of the date of provisioning.	accordingly, CA may not order or otherwise obtain, and CA will cease ordering unbundled DS3 Dedicated Transport once CA has already obtained twelve DS3 UDT circuits on the same Route. If, notwithstanding this Section, CA submits such an order, at AT&T-21STATE's option, it may accept or reject the order, but convert any requested DS3 UDT in excess of the Cap to Special Access; applicable Special Access charges will apply to CA for such DS3 Dedicated Transport circuits as of the date of provisioning. *If AT&T-21STATE accepts an order and installs the service, then It must follow the conversion process in this provision prior to billing for the circuit as special access. Prior to conversion of a CA circuit to Special Access, AT&T-21STATE shall notify CA in writing and CA shall then have 30 days in which to transition or disconnect the circuit prior to conversion by AT&T-21STATE or to invoke the dispute resolution process in this agreement if it believes that AT&T is not entitled to the conversion.*		
		9.1.5.3 DS1 UDT Caps - AT&T-21STATE is not obligated to provide to CLEC more than ten (10) DS1 251(c)(3) UDT circuits on each route on which DS1 Dedicated Transport has not been otherwise Declassified; accordingly, CLEC may not order or otherwise obtain, and CLEC will cease ordering unbundled DS1 Dedicated Transport once CLEC has already obtained ten DS1 251(c)(3) UDT circuits on the same route. If, notwithstanding this Section, CLEC submits such an order, at AT&T-21STATE's option it may accept the order, but convert any requested DS1 251(c)(3) UDT in excess of the Cap to Special Access, and applicable Special Access charges will apply to CLEC	9.1.5.3 DS1 UDT Caps - AT&T-21STATE is not obligated to provide to CA more than ten (10) DS1 251(c)(3) UDT circuits on each route on which DS1 Dedicated Transport has not been otherwise Declassified; accordingly, CA may not order or otherwise obtain, and CA will cease ordering unbundled DS1 Dedicated Transport once CA has already obtained ten DS1 251(c)(3) UDT circuits on the same route. If, notwithstanding this Section, CA submits such an order, at AT&T-21STATE's option it may accept the order, but convert any requested DS1 251(c)(3) UDT in excess of the Cap to Special Access, and applicable Special Access charges will apply to CA for such		

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		for such DS1 Dedicated Transport circuits as of the date of provisioning.	DS1 Dedicated Transport circuits as of the date of provisioning. *If AT&T-21STATE accepts an order and installs the service, then It must follow the conversion process in this provision prior to billing for the circuit as special access. Prior to conversion of a CA circuit to Special Access, AT&T-21STATE shall notify CA in writing and CA shall then have 30 days in which to transition or disconnect the circuit prior to conversion by AT&T-21STATE or to invoke the dispute resolution process in this agreement if it believes that AT&T is not entitled to the conversio*n.		
CA Issue 83: Resale 3.2	Should CA be prohibited from obtaining resale services for its own use or selling them to affiliates?	3.2 AT&T-22STATE has no obligation to make services available at the Resale Discount to CLEC for its own use or for the use of one or more of its parent, Affiliates, subsidiaries or similarly-related entities. CLEC shall not use any Resale Service to avoid the rates, terms and conditions of AT&T-22STATE's corresponding retail Tariff(s). Moreover, CLEC shall not use any Resale Service to provide access or interconnection services to itself, interexchange carriers (IXCs), wireless carriers, competitive access providers (CAPs), or other Telecommunications providers; provided, however, that CLEC may permit its End Users to use resold local Exchange telephone service to access IXCs, wireless carriers, CAPs, or other retail Telecommunications providers.	3.2 CA shall not use any Resale Service to provide access or interconnection services to itself, interexchange carriers (IXCs), wireless carriers, competitive access providers (CAPs), or other Telecommunications providers; provided, however, that CA may permit its End Users to use resold local exchange telephone service to access IXCs, wireless carriers, CAPs, or other retail telecommunications providers.	Yes. Section 251(c)(4) of the 1996 Act plainly states that AT&T Florida is only obligated to offer its retail services for resale at a wholesale discount to subscribers who are not telecommunications carriers. Therefore, CA is not entitled to the wholesale discount on lines obtained for its own use. CA's affiliates also should not be given the opportunity to avoid legitimate restrictions on resale by using lines CA obtains for resale from AT&T Florida.	CA believes that it is entitled to sell resale service to any party it chooses, as long as it does not violate the terms of this Agreement. For example, CA should be entitled to order and use resale service for a burglar/fire alarm line or for a fax line at an affiliate's office building or at the home of one of CA's officers. CA does not object to and has left unchanged AT&T's language prohibiting use of resale service to provide access or interconnection.
CA Issue 84 Resale 5.2.1	Should the ICA include CA's additional language regarding detailed billing?	5.2.1 Charges billed to CLEC for all services provided under this Attachment shall be paid by CLEC regardless of CLEC's ability or inability to collect from its End Users for such services. AT&T-21STATE shall provide CLEC with the option to obtain detailed monthly billing detail which, at a minimum, meets all	5.2.1 Charges billed to CA for all services provided under this Attachment shall be paid by CA regardless of CA's ability or inability to collect from its End Users for such services. *Unless otherwise agreed by the parties, AT&T-21STATE shall provide monthly billing detail to CA at no cost to CA which, at a minimum,*	No. AT&T Florida's language should be adopted because it provides CA with the option of obtaining detailed billing information on resale lines that would enable CA to bill its end users. CA's language requiring full compliance with FCC Order 99-72 is	CA believes that it is entitled to the billing detail sought because it is already required by FCC 99-72. CA notes that it would be unable to properly bill its end users if AT&T failed to provide the detail required.

Issue Nos. and Section Reference(s).	Issue Statements	AT&T Florida Proposed Language	CA Proposed Language	AT&T Florida Position Statement	CA Position Statement
		regulatory requirements for detailed billing and which provides the telephone number and rate of each resold line billed for that month, along with any optional features for each line and the rate associated with each optional feature billed.	*meets all regulatory requirements of FCC Order 99-72 for detailed billing. Detailed bills shall provide the telephone number and rate of each resold line billed for that month, along with any optional features for each line and the rate associated with each optional feature billed. Detailed bills shall also provide a description of any non-recurring charges and the cost of each, along with a detail of any usage-based charges. Each charge, including monthly recurring, nonrecurring and usage shall clearly identify which telephone number the charge applies to.*	inappropriate for an ICA. The FCC's billing rules in 47 C.F.R.§§ 64.2400 and 2401 relate to retail bills to consumers, not resale bills to other carriers.	
CA Issue 85a: CIS 1.2.2	Should the ICA state that OS/DA services are included with resale services?	1.2.2 CLEC shall be the retail OS/DA provider to its End Users, and AT&T-21STATE shall be the wholesale provider of OS/DA operations to CLEC. OS/DA Services are included on Resale Services purchased under this Agreement. AT&T-21STATE shall answer CLEC's End User OS/DA calls on CLEC's behalf, as follows:	1.2.2 CA shall be the retail OS/DA provider to its End Users, and AT&T-21STATE shall be the wholesale provider of OS/DA operations to CA*, if CA chooses to order OS/DA from AT&T-22STATE. If ordered,* AT&T-21STATE shall answer CA's End User OS/DA calls on CA's behalf, as follows:	Yes. AT&T Florida's OS/DA services are provided in conjunction with AT&T Florida's retail services and are therefore automatically provided with resale services. Thus, CA does not choose to order OS/DA on resale lines. Rather, CA must proactively order blocking removal of OS/DA service and pay any applicable charges.	CA believes that it should not be compelled to offer AT&T OS/DA service to either its facilities-based customers or its resale customers. CA notes that AT&T retail customers have the ability to limit pay-per-use calls such as OS/DA, so CA should have the same ability.
CA Issue 85b: CIS 1.2.3.3	Does CA have the option of not ordering OS/DA service for its resale end users?	1.2.3 CLEC shall pay the applicable OS/DA rates found in the Pricing Sheet based upon CLEC's status as a Facilities-Based CLEC or a reseller. Provided however, CLEC may serve both as a reseller and as a facilities-based provider, and CLEC may convert its facilities-based End Users to Resale service, or vice versa, as described below in Section 3.6.8 below. 1.2.3.3 For facilities-based End Users, nothing herein shall obligate CLEC to provide OS/DA service, nor to order OS/DA services from AT&T-21STATE. CLEC shall have the absolute right to deny OS/DA	1.2.3 CA shall pay the applicable OS/DA rates found in the Pricing Sheet based upon CA's status as a Facilities-Based CA or a reseller. Provided however, CA may serve both as a reseller and as a facilities-based provider, and CA may convert its facilities-based End Users to Resale service, or vice versa, as described below in Section 3.6.8 below. 1.2.3.3 Nothing herein shall obligate CA to provide OS/DA service, to its subscribers nor to order OS/DA services from AT&T-22STATE. CA shall have the absolute right to deny OS/DA service to	No. See AT&T Florida's Position Statement for Issue 85(a).	See comment to 85a.

Issue Nos. and Section Reference(s).	Issue Statements	AT&T Florida Proposed Language	CA Proposed Language	AT&T Florida Position Statement	CA Position Statement
		service to <u>its facilities-based End Users</u> without penalty or charge from AT&T-21STATE.	*any or all of its subscribers* without penalty or charge from AT&T-21STATE.		
CA Issue 86: CIS 6.2.1.3.1	Should CA be required to give AT&T Florida the names, addresses, and telephone numbers of CA's end user customers who wish to be omitted from directories?	6.2.1.3.1 CLEC <u>will</u> provide to AT&T-21STATE the names, addresses and telephone numbers of all CLEC End Users who wish to be omitted from directories. Non-listed/Non-Published listings will be subject to the rates as set forth in the Pricing Sheet.	6.2.1.3.1 CA *may* provide to AT&T-21STATE the names, addresses and telephone numbers of all CA End Users who wish to be omitted from directories. Non-listed/Non-Published listings will be subject to the rates as set forth in the Pricing Sheet. *CA shall not be obligated to provide any information to AT&T-22STATE for telephone numbers on CA's own network for which the End User does not wish to be listed, and CA shall have no payment obligation to AT&T-22STATE when it does not provide listing information to AT&T-22STATE for its own facilities-based subscribers*.	AT&T is willing to accept "may" in the first sentence of CLEC's proposed language and the AT&T counter language below in place of CLEC's proposed bold language: "CA shall not be obligated to provide any information to AT&T-21STATE for telephone numbers for its facilities-based end users for which the End User does not wish to be listed, and CA shall have no payment obligation to AT&T-21STATE when it does not provide listing information to AT&T-21STATE for its facilities-based subscribers." If CA does not accept this proposed resolution of Issue 86, AT&T Florida will set forth its position in its testimony.	CA believes that AT&T's proposed language is anti-competitive. There is no compelling reason why CA should be obligated to share any customer proprietary network information ("CPNI") with AT&T when there is no reason to do so. For CA to be required to provide its customer list, and then be obligated to pay AT&T to keep it confidential, is ridiculous. AT&T has rejected CA's language, but failed to provide any justification for its position. AT&T has in fact refused to engage in any discussion on the matter.
CA Issue 87: CIS 6.2.3	What time interval should be required for submission of directory listing information for installation, disconnection, or change in service?	6.2.3 CLEC will provide accurate subscriber listing information of its subscribers to AT&T-21STATE via a mechanical or manual feed of the directory listing information to AT&T-21STATE's Directory Listing database. CLEC agrees to submit all listing information via a mechanized process within six (6) months of the Effective Date of this Agreement, or upon CLEC reaching a volume of two hundred (200) listing updates per day, whichever comes first. CLEC's subscriber listings will be interfiled (interspersed) in the directory among AT&T-21STATE's subscriber listing information. <u>CLEC will submit listing information within one (1) Business Day of installation, disconnection or other change in service</u>	6.2.3 CA will provide accurate subscriber listing information of its subscribers to AT&T-21STATE via a mechanical or manual feed of the directory listing information to AT&T-21STATE's Directory Listing database. CA agrees to submit all listing information via a mechanized process within six (6) months of the Effective Date of this Agreement, or upon CA reaching a volume of two hundred (200) listing updates per day, whichever comes first. CA's subscriber listings will be interfiled (interspersed) in the directory among AT&T-21STATE's subscriber listing information. CA must submit all listing information intended for publication by the directory close (a/k/a last listing activity) date.	AT&T Florida must receive listing information from CA within one business day of installation or other change in service to ensure that the listed customer's information is accurate in a timely fashion. This is the same interval that AT&T Florida abides by. To allow CA to provide information at random intervals would disrupt and degrade the accuracy of OS/DA and directory listing database information.	CA believes that AT&T has no compelling reason nor any right to control CA's business processes which affect CA customers. Therefore, CA has deleted one sentence from AT&T's proposed language related to Directory Listings.

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		(including change of non-listed or non-published status) affecting the DA database or the directory listing of a CLEC End User. CLEC must submit all listing information intended for publication by the directory close (a/k/a last listing activity) date.			
CA Issue 88: CIS 6.2.4	None.	6.2.4 INTENTIONALLY LEFT BLANK.	6.2.4 Through the normal course of business, End Users may notify AT&T-21STATE of inaccurate or incomplete listing information. In such instance, AT&T-21STATE *shall not change the information in any listing previously ordered by CA, but may either direct the End User to contact CA in order to make the change, or may inform CA of the End User's request and request CA to send a listing update with the requested information. CA shall not be obligated to place any change order in its sole discretion.*	AT&T Florida proposes to resolve this issue by withdrawing Section 6.2.4 in its entirety. If CA does not accept that proposed resolution of the issue, AT&T Florida will present its position in testimony.	CLECs have encountered issues where a person seeks to purchase advertising from the ILEC's directory publishing affiliate, and the ordering party or the ILEC affiliate inadvertently orders a directory listing change which the CLEC's business customer has not authorized or is unaware of. Sometimes, the ordering party is not authorized to place any order with the ILEC affiliate at all, but simply answered a sales solicitation call from the ILEC affiliate. CLECs maintain CPNI records, including the identity of anyone authorized to make changes to the End User's service, and neither the ILEC nor its affiliates have that information. Therefore, the identity and authority to make changes of the person requesting a change from the ILEC or its affiliate has not been validated at all. If an unauthorized person were able to make a change to a business's directory listing, serious harm to a CLEC's business customer could result. In cases such as these, it is crucial that CA retain control over its own customers' directory listings and that neither AT&T nor its affiliates may unilaterally change such listings for CA's

Issue Nos. and Section Reference(s).	Issue Statements	AT&T Florida Proposed Language	CA Proposed Language	AT&T Florida Position Statement	CA Position Statement
					customers. It is also imperative that CA has no obligation to make changes based upon any request from AT&T or its affiliate.
CA Issue 89: CIS 6.2.7.1	Should the ICA include CA's proposed language identifying specific circumstances under which AT&T Florida or its affiliates may or may not use CLEC subscriber information for marketing or winback efforts?	6.2.7.1 AT&T-21STATE agrees to serve as the single point of contact for all independent and Third Party directory publishers who seek to include CLEC's subscriber (i.e., End User) listing information in an area directory, and to handle the CLEC's subscriber listing information in the same manner as AT&T-21STATE's subscriber listing information. In exchange for AT&T-21STATE serving as the single point of contact and handling all subscriber listing information equally, CLEC authorizes AT&T-21STATE to include and use the CLEC subscriber listing information provided to AT&T-21STATE's DA databases, and to provide CLEC subscriber listing information to directory publishers. Included in this authorization is release of CLEC listings to requesting competing carriers as required by Section 271(c)(2)(B)(vii)(II) and Section 251(b)(3) and any applicable state regulations and orders. Also included in this authorization is AT&T-21STATE's use of CLEC's subscriber listing information in AT&T-21STATE's DA, DA related products and services, and directory publishing products and services. <u>AT&T Florida and its Affiliates agree that any subscriber listing information received from CLEC will be cared for in accordance with the provisions of Section 222 of the Act.</u>	6.2.7.1 AT&T-21STATE agrees to serve as the single point of contact for all independent and Third Party directory publishers who seek to include CA's subscriber (i.e., End User) listing information in an area directory, and to handle the CA's subscriber listing information in the same manner as AT&T-21STATE's subscriber listing information. In exchange for AT&T-21STATE serving as the single point of contact and handling all subscriber listing information equally, CA authorizes AT&T-21STATE to include and use the CA subscriber listing information provided to AT&T-21STATE's DA databases, and to provide CA subscriber listing information to directory publishers. Included in this authorization is release of CA listings to requesting competing carriers as required by Section 271(c)(2)(B)(vii)(II) and Section 251(b)(3) and any applicable state regulations and orders. Also included in this authorization is AT&T-21STATE's use of CA's subscriber listing information in AT&T-21STATE's DA, DA related products and services, and directory publishing products and services. *Neither AT&T-21STATE nor any of its affiliates shall use CA subscriber information for any marketing or "winback" efforts or campaigns, unless 1. the subscriber information is provided in the aggregate form along with all AT&T-21STATE subscriber information and 2. CA subscribers cannot be identified and separated from other subscribers from the information provided.*	No. Section 222 of the Communications Act governs the uses to which AT&T Florida and its affiliates may or may not put customer information. The ICA may appropriately require compliance with Section 222, but it should not go beyond that.	CA believes that its revision is reasonable and complies with current FCC orders regarding CPNI.
CA Issue 90:	Should payment of	6.2.8 <u>CLEC</u> further agrees to pay all costs	6.2.8 ***Each party*** further agrees to pay all	No. Although section 6.2.8 refers	Since either party may damage

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CIS 6.2.8	costs as the result of not complying with the Attachment terms be reciprocal?	incurred by AT&T-21STATE and/or its Affiliates as a result of CLEC not complying with the terms of this Attachment.	*reasonable* costs incurred by *the other party* and/or its Affiliates as a result of a *party* not complying with the terms of this Attachment.	generally to non-compliance "with the terms of this Attachment," the provision actually concerns only White Pages (as is evident from the context), and is intended to address costs AT&T Florida may incur as a result of CA's failure to provide accurate subscriber listing information to AT&T Florida for inclusion in White Pages directories. Accordingly, AT&T Florida is willing to resolve Issue 90 by narrowing section 6.2.8 to read, "CA further agrees to pay all costs incurred by AT&T 21STATE and/or its Affiliates as a result of CA failing to provide accurate listing information for CA's subscribers to AT&T-21STATE." If CA is not willing to resolve Issue 90 on this basis, AT&T Florida will present its position on this dispute in testimony.	the other by breaching the Agreement, CA believes that its revision makes common sense. AT&T's language is self-serving and one-sided.
CA Issue 91: CIS 7.1 RESOLVED	None.	7.1 Notwithstanding the foregoing, AT&T-21STATE reserves the right to suspend, modify or terminate, without penalty, this Attachment in its entirety or any Service(s) or features of Service(s) offerings that are provided under this Attachment on ninety (90) day's written notice. This provision shall not apply to any service which AT&T-21STATE is required by law or regulation to provide to CA.	7.1 Notwithstanding the foregoing, AT&T-21STATE reserves the right to suspend, modify or terminate, without penalty, this Attachment in its entirety or any Service(s) or features of Service(s) offerings that are provided under this Attachment on ninety (90) day's written notice. *This provision shall not apply to any service which AT&T-21STATE is required by law or regulation to provide to CA*.	AT&T Florida accepts CA's proposed change to CIS Section 7.1.	This attachment provides for UNE services such as directory listings and directory assistance listings. CA believes that AT&T has a continuing obligation to provide these UNEs and may not disconnect or unilaterally change them at its own discretion. Such changes would require Commission approval and/or a contract amendment between the Parties.
AT&T issue 92: Pricing Sheet	Should the ICA include the Commission-approved rates and the non-regulated market-based prices that other carriers pay AT&T Florida, or the	See CA Exhibit C	See CA Exhibit C	The AT&T Florida rates that CA disputes are the standard prices that AT&T Florida charges to CLECs in Florida. They are (1) TELRIC-based rates that the Commission has approved; (2) resale prices that reflect the	CA provided a spreadsheet with its proposed rates highlighted, but it did not offer any support or explanation for those rates.

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	unsupported rates proposed by CA?			Commission-established wholesale discount; or (3) market-based prices for products that are not subject to the pricing standards imposed by the 1996 Act or, therefore, to regulation by the Commission in this proceeding. CA has provided no basis for its request that the Commission impose rates that are different from those the Commission has already approved or for its request that the Commission regulate in this proceeding prices that are not subject to the pricing standards in the 1996 Act.	