

**CASE**

**NUMBER:**

99-218

# MIDDLETON & REUTLINGER

founded in 1854

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December 27, 1999

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DEC 28 1999

PUBLIC SERVICE  
COMMISSION

Ms. Helen C. Helton  
Executive Director  
Kentucky Public Service Commission  
P.O. Box 615  
730 Schenkel Lane  
Frankfort, Kentucky 40601

RE: Petition by ICG TELECOM GROUP, INC. For Arbitration of an  
Interconnection Agreement with BELLSOUTH TELECOMMUNICATIONS,  
INC. Pursuant to Section 252(b) of the Telecommunications Act of 1996  
Case No. 99-218

Dear Ms. Helton

The purpose of this letter is to provide the two late-filed submissions that ICG Telecom Group, Inc. ("ICG") committed to file during the hearing in this proceeding. Please find enclosed an original and ten (10) copies of ICG Telecom Group, Inc.'s Late Filed Exhibit as well as an extra copy to be file-stamped by your office and returned to us via the enclosed, self-addressed, pre-stamped envelope. Counsel for Commission Staff had directed that these materials be submitted on December 22, 1999. Tr. 228-29. However, due to an inadvertence, counsel for ICG overlooked that December 22, 1999 filing deadline and, as a result, this filing is being made two business days late. Counsel for BellSouth Telecommunications, Inc. ("BellSouth") has been contacted by telephone and informed that this submission is being made today. ICG submits that BellSouth will not be prejudiced by this late filing because briefs in this proceeding are not due until January 14, 1999. ICG nevertheless apologizes for any inconvenience that this may cause the Commission or BellSouth.

The first of the two late-filed submissions that ICG committed to file is a clean copy of the November 4, 1999 decision of the North Carolina Utilities Commission in the ICG/BellSouth arbitration proceeding in that state. A copy of that decision is attached hereto.

The second item that ICG was to file was a correction to its October 12, 1999 response to BellSouth's Interrogatory No. 9. That interrogatory asked ICG to "State the percentage of ICG's customers in Kentucky that are residential customers." In response, ICG stated that "ICG is not

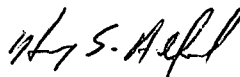
Ms. Helen Helton  
December 27, 1999  
Page 2

aware that any of its customers in Kentucky are residential customers, other than customers to whom ICG provides only interexchange services." On the stand, however, ICG witness Cindy Schonhaut stated that ICG does provide local exchange service to some residential customers in Kentucky, most of whom Ms. Schonhaut believed to be ICG employees. Tr. 128-29. Counsel for BellSouth then requested that ICG file a correction to its interrogatory response to reflect Ms. Schonhaut's testimony. Tr. 129.

Upon further investigation, however, ICG has confirmed that its original discovery response was correct. ICG does not at this time provide local exchange service to any residential customers in Kentucky. The information to the contrary that was given to Ms. Schonhaut by other ICG employees was incorrect. ICG sincerely apologizes for this confusion.

As ICG's original discovery response was correct, ICG is not submitting an amended response. ICG would, however, like to take the opportunity to correct the record. To the extent that Ms. Schonhaut's testimony reflects that ICG provides local exchange service to residential customers in Kentucky, that testimony is incorrect.

Sincerely,



Henry S. Alford  
Counsel for ICG Telecom Group, Inc.

Enc.

HSA:jms

**STATE OF NORTH CAROLINA  
UTILITIES COMMISSION  
RALEIGH**

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**DEC 28 1999**

**PUBLIC SERVICE  
COMMISSION**

**DOCKET NO. P-582, SUB 6**

**BEFORE THE NORTH CAROLINA UTILITIES COMMISSION**

<i>In the Matter of</i>		
Petition by ICG Telecom Group, Inc. For Arbitration	)	
of Interconnection Agreement with BellSouth	)	<b>RECOMMENDED</b>
Telecommunications, Inc. Pursuant to Section 252(b)	)	<b>ARBITRATION</b>
of the Telecommunications Act of 1996	)	<b>ORDER</b>

**HEARD IN:** Commission Hearing Room 2115, Dobbs Building, 430 North Salisbury Street, Raleigh, North Carolina, on Tuesday, August 3, 1999

**BEFORE:** Chairman Jo Anne Sanford, Presiding; and Commissioners Robert V. Owens, Jr. and Sam J. Ervin, IV

**APPEARANCES:**

**FOR ICG TELECOM GROUP, INC.:**

Henry Campen, Jr., Parker, Poe, Adams & Bernstein, First Union Capitol Center, Suite 1400, 150 Fayetteville Street Mall, Raleigh, North Carolina 27602

Albert H. Kramer, Dickstein, Shapiro, Morin & Oshinsky, 2101 L Street NW, Washington, D.C. 20037-1526

**FOR BELL SOUTH TELECOMMUNICATIONS, INC.:**

Edward L. Rankin, III, General Counsel - North Carolina, BellSouth Telecommunications, Inc., Post Office Box 30188, Charlotte, North Carolina 28230

A. Langley Kitchens, General Attorney, and E. Earl Edenfield, Jr., General Attorney, BellSouth Telecommunications, Inc., 675 West Peachtree Street, Atlanta, Georgia 30075

**FOR THE USING AND CONSUMING PUBLIC:**

Robert B. Cauthen, Jr., Staff Attorney, Public Staff - North Carolina Utilities Commission, Post Office Box 29520, Raleigh, North Carolina 27626-0520

**BY THE COMMISSION:** This arbitration proceeding is pending before the North Carolina Utilities Commission pursuant to Section 252(b) of the Telecommunications Act of 1996 (TA96 or the Act) and Section 62-110(f1) of the North Carolina General Statutes. On May 27, 1999, ICG Telecom Group, Inc. (ICG) filed a Petition in this docket which initiated this proceeding. By its Petition, ICG requested that the Commission arbitrate certain terms and conditions with respect to interconnection between itself as the petitioning party and BellSouth Telecommunications, Inc. (BellSouth).

The purpose of this arbitration proceeding is for the Commission to resolve the issues set forth in the Petition and Responses. 47 U.S.C.A. Section 252(b)(4)(C). Under the Act, the Commission shall ensure that its arbitration decision meets the requirements of Section 251 and any valid Federal Communications Commission (FCC) regulations pursuant to Section 252. Additionally, the Commission shall establish rates according to the provisions in 47 U.S.C.A. Section 252(d) for interconnection, services or network elements, and shall provide a schedule for implementation of the terms and conditions by the parties to the agreement. 47 U.S.C.A. Section 252(c).

Pursuant to Section 252 of TA96, the FCC issued its First Report and Order in CC Docket Numbers 96-98 and 95-185 on August 8, 1996 (Interconnection Order). The Interconnection Order adopted a forward-looking incremental costing methodology for pricing unbundled network elements (UNEs) which an incumbent local exchange company (ILEC) must sell new entrants, adopted certain pricing methodologies for calculating wholesale rates on resold telephone service, and provided proxy rates for State Commissions that did not have appropriate costing studies for UNEs or wholesale service. Several parties, including this Commission, appealed the Interconnection Order and on October 15, 1996, the United States Court of Appeals for the Eighth Circuit issued a stay of the FCC's pricing provisions and its "pick and choose" rule pending the outcome of the appeals.

The July 18, 1997 ruling of the Eighth Circuit, as amended on rehearing October 14, 1997, was largely in favor of state regulatory commissions and local phone companies and adverse to the FCC and potential competitors, primarily long distance carriers. The Eighth Circuit held that 47 U.S.C.A. Sections 251 and 252 "authorize the state commissions to determine the prices an incumbent LEC may charge for fulfilling its duties under the Act." The Court of Appeals also vacated the FCC's "pick and choose rule." Iowa Utilities Board v. FCC, 120 F.3d 753 (8th Cir. 1997).

On January 25, 1999, the United States Supreme Court entered its Opinion in AT&T Corp. v. Iowa Utilities Board, 119 S.Ct. 721 (1999). The Supreme Court held, in pertinent part, that (1) the FCC has jurisdiction under Sections 251 and 252 of the Act to design a pricing methodology and adopt pricing rules; (2) the FCC's rules governing unbundled access are, with the exception of Rule 319, consistent with the Act; (3) it was proper for the FCC in Rule 319 to include operator services and directory assistance, operational

support systems, and vertical switching functions such as caller I.D., call forwarding, and call waiting within the features and services that must be provided by competitors; (4) the FCC did not adequately consider the Section 251(d)(2) "necessary and impair" standards when it gave requesting carriers blanket access to network elements in Rule 319; (5) the FCC reasonably omitted a facilities-ownership requirement on requesting carriers; (6) FCC Rule 315(b), which forbids ILECs to separate already-combined network elements before leasing them to competitors, reasonably interprets Section 251(c)(3) of the Act, which establishes the duty to provide access to network elements on nondiscriminatory rates, terms, and conditions and in a manner that allows requesting carriers to combine such elements; and (7) FCC Rule 809 (the "pick and choose" rule), which tracks the pertinent language in Section 252(i) of the Act almost exactly, is not only a reasonable interpretation of the Act, it is the most readily apparent. The Supreme Court remanded the cases back to the Eighth Circuit Court of Appeals for proceedings consistent with its opinion.

On June 10, 1999, the Eighth Circuit Court of Appeals entered an Order on remand in response to the Supreme Court's decision which, in pertinent part, reinstated FCC Rules 501-515, 601-611, and 701-717 (the pricing rules), Rule 809 (the "pick and choose" rule), and Rule 315(b) (ILECs shall not separate requested network elements which are currently combined). The Eighth Circuit also vacated FCC Rule 319 (specific unbundling requirements). The Court set a schedule for briefing and oral argument of those issues which it did not address in its initial opinion because of its ruling on the jurisdictional issues. The Court also requested the parties to address whether it should take any further action with respect to FCC Rules 315(c) - (f) regarding unbundling requirements. Iowa Utilities Board v. FCC, \_\_\_ F.3d \_\_\_ (Order Filed June 10, 1999).

By Order dated June 8, 1999, the Commission set this matter for hearing on July 6, 1999. By Order dated June 17, 1999, the Commission rescheduled the hearing in this matter for August 2, 1999.

On July 14, 1999, the Commission issued an Order stating that it would not consider the three issues presented by ICG that dealt with UNEs.

At the start of the hearing, ICG and BellSouth presented a Statement of Stipulation, which withdrew from consideration ten of the remaining twenty-three issues for which arbitration had been requested.

At the hearing which began as rescheduled on August 3, 1999, ICG offered the direct and rebuttal testimony of Karen Notsund, Senior Director of Governmental Affairs for ICG; the direct testimony of Phillip Jenkins, Senior Director of Engineering and Operations for the Southeast Region for ICG; the direct, supplemental, and rebuttal testimony of Michael Starkey, President of Quantitative Solutions, Inc., a consulting firm; and the direct and rebuttal testimony of Cindy Z. Schonhaut, Executive Vice President for

Government and Corporate Affairs for ICG. BellSouth offered the direct and supplemental testimony of Alphonso J. Vamer, Senior Director for State Regulatory Affairs.

WHEREUPON, based upon a careful consideration of the entire record in this arbitration proceeding, the Commission now makes the following

#### FINDINGS OF FACT

1. The parties should, as an interim inter-carrier compensation mechanism, pay reciprocal compensation for dial-up calls to Internet service providers (ISPs) at the rate the parties have agreed upon for reciprocal compensation for local traffic and as finally determined by this Order, subject to true-up at such time as the Commission has ruled pursuant to future FCC consideration of this matter.

2. ICG's Charlotte switch serves an area comparable to that served by BellSouth's Charlotte tandem switch and ICG's switch also provides the same functionality as that provided by BellSouth's tandem switch. For reciprocal compensation purposes, ICG is entitled to compensation at the tandem interconnection rate (in addition to the other appropriate rates) where its switch serves a geographic area comparable to that served by BellSouth's tandem switch.

3. The Commission declines to decide at this time whether BellSouth should be required to commit to provisioning the requisite network buildout and necessary support. The Commission encourages BellSouth and ICG to continue to negotiate on this issue. Further, the Commission notes that since a similar provision is found in BellSouth's Revised Statement of Generally Available Terms (SGAT) and at least one interconnection agreement, it would appear reasonable for a similar provision to be voluntarily included in the BellSouth/ICG interconnection agreement.

4. The issue of performance measurements and liquidated damages has been, in essence, withdrawn from the arbitration and accordingly is not in need of resolution in this docket. Further, the Commission will create a new docket, Docket No. P-100, Sub 133k, and issue an Order in that docket establishing the generic docket and requesting that the industry, the Public Staff, the Attorney General, and any other interested parties form a Task Force to attempt to agree on all potential issues concerning performance measurements and enforcement mechanisms. Further, the Commission will issue an Order in Docket No. P-100, Sub 133l (AT&T's Petition for Third-Party Testing) stating that the Commission is investigating performance measurements in a generic docket as a first step, but will keep the third-party testing docket open for future consideration.

## EVIDENCE AND CONCLUSIONS FOR FINDING OF FACT NO. 1

**MATRIX ISSUE NOS. 1 AND 8:** Until the FCC adopts a rule with prospective application, should dial-up calls to ISPs be treated as if they were local calls for the purposes of reciprocal compensation?

### POSITIONS OF PARTIES

**ICG:** Yes. Until the FCC adopts a rule of prospective application, reciprocal compensation is appropriate for calls to ISPs. In the meantime, the FCC's Declaratory Ruling clearly contemplates that state commissions may adopt interim reciprocal compensation arrangements. ICG incurs costs on behalf of BellSouth whenever it terminates calls originated by BellSouth's end users to ISPs served by ICG. Without payment of reciprocal compensation, ICG will not receive compensation at all until the FCC adopts a prospective compensation rule at some indefinite point in the future. ISPs are an important market segment for competing local providers (CLPs) which is well on its way to effective competition. Eliminating ICG's ability to recover its cost for transport and delivery of BellSouth-originated calls to ICG-served ISPs will negatively impact that competition.

Originally, ICG made an adjusted call length (ACL) proposal for development of a reciprocal compensation rate applicable to voice and Internet calls. The ACL proposal spread the set up costs of a call over a longer hold time to derive a per-minute cost for all calls to be more indicative of current traffic patterns. The ACL proposal assumed that all calls were longer and thus derived a single compensation rate (\$0.0048 per minute) that would apply to all calls.

However, ICG abandoned this proposal and now advocates that ILECs and CLPs should be compensated for transport and delivery of ISP-bound calls based on the "elemental" rates established in the UNE docket—namely, transport, end office, and tandem switching. ICG argued that such a total element long-run incremental cost (TELRIC)-based compensation mechanism is more likely to be consistent with whatever is ultimately adopted by the FCC.

ICG criticized BellSouth's proposal for an inter-carrier compensation mechanism based on the access charge regime. The FCC has repeatedly and explicitly rejected the proposition that ISPs are purchasers of access services. Similarly, ICG also rejected the view that carriers should simply track ISP traffic and apply the rate ultimately adopted retroactively. This is tantamount to ignoring the issue and puts an unacceptable burden on fledgling competitors.



**BELLSOUTH:** No. The FCC's Declaratory Ruling confirmed unequivocally that the FCC has and will exercise jurisdiction over ISP traffic as interstate, not local. Under the Act and the FCC rules, only local traffic is subject to reciprocal compensation obligations.

BellSouth proposed an inter-carrier compensation plan which it contended was more in line with the interstate access nature of ISP traffic. BellSouth proposed that the terminating carrier should share 9.3% of the revenue derived from a call with the carrier originating the call. This figure represents half of the switching and transport portion of average voice grade traffic.

**PUBLIC STAFF:** Yes. The Commission determined in its February 26, 1998, Order in Docket No. P-55, Sub 1027, that calls to ISPs would be treated as local and therefore subject to reciprocal compensation. In its Declaratory Ruling, the FCC not only left such determinations undisturbed but explicitly allowed for the prospective requirement of reciprocal compensation in arbitration proceedings.

### DISCUSSION

Testimony regarding this issue was presented by ICG witnesses Starkey and Schonhaut and BellSouth witness Varner.

The issue of reciprocal compensation for ISP-bound traffic is an exceedingly complex one. This arbitration is the first opportunity that the Commission has had since the FCC's Declaratory Ruling released on February 26, 1999, in CC Docket Nos. 96-98 and 99-68 to address what should happen in the interim period between that ruling and the point at which the FCC will presumably furnish further guidance.

The Declaratory Ruling has plainly held that ISP-bound traffic is largely jurisdictionally interstate. The Declaratory Ruling has also plainly held that the FCC will decline "to interfere with state commission findings as to whether reciprocal compensation provisions of interconnection agreements apply to ISP-bound traffic, pending adoption of a rule establishing an appropriate interstate compensation mechanism." (Paragraph 21). The FCC further stated at Paragraph 25, that "[e]ven where parties to interconnection agreements do not voluntarily agree on an inter-carrier compensation mechanism for ISP-bound traffic, state commissions nonetheless may determine in their arbitration proceedings at this point that reciprocal compensation should be paid for this traffic." The Declaratory Ruling is both a statement of principle — that ISP traffic is interstate — and a concession to practicality — that previous state decisions and interim period decisions not necessarily consistent with this principle will not be disturbed.

The Commission commends ICG and BellSouth for their efforts in presenting interim proposals for ISP compensation in response to the Commission's June 16, 1999, Order Concerning Interim Proposals for Compensation in which the Commission asked the

parties for "creative thinking" concerning interim prospective compensation mechanisms for ISP traffic which would be subject to true-up. Of the proposals received from the parties, the Commission believes that ICG's proposal, which is based on UNE rates, has the greater merit.

In response to a September 29, 1999, data request from the Chair filed on October 11, 1999, the parties indicated that, although they had not agreed upon a rate structure for reciprocal compensation for local traffic, they had agreed on a rate level.<sup>1</sup> The parties now agree that the rates applicable to reciprocal compensation should be the interim elemental rates as ordered by the Commission in Docket No. P-100, Sub 133d, subject to true-up when the Commission issues final rates, under the same terms as those in the current Agreement between the parties.<sup>2</sup>

Thus, the parties have agreed on a proposal for reciprocal compensation for local traffic which is very similar to that proposed by ICG as an interim measure for ISP traffic. Both proposals are based on the UNE rates.

The Commission believes that, in light of the complexity of the task of arriving at a separate interim rate for ISP traffic, the uncertainty as to the substance of the FCC's future decision, and the relative shortness of time in which any interim proposal would be in effect, the better course of action is to require the parties to pay inter-carrier compensation for dial-up calls to ISPs at the same level and in the same manner that the parties have agreed upon for reciprocal compensation for local traffic and as determined by the Commission's Order in this Order<sup>3</sup>. The ISP rate would be subject to true-up based upon the FCC's future decision and this Commission's Order pursuant to it.

The Commission believes that this course of action is preferable to simply keeping track of the minutes for settlement at a later date. The latter proposal may adversely affect competition because CLPs such as ICG will not have the "bird in the hand" to pay their

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<sup>1</sup> Tandem switching as part of the rate structure is addressed in Issue No. 2. There are four elements applicable to reciprocal compensation — the end office switch element, the tandem switching element, the common transport element, and the common transport facilities termination element. ICG contends that it should recover the sum of the four elements while BellSouth believes that ICG is not entitled to the tandem switching element.

<sup>2</sup> These rates are: End Office Switching, \$0.004 per minute of use (mou); Tandem Switching, \$0.0015 per mou; Common Transport, \$0.00004 per mile per mou; and Common Transport Facilities Termination, \$0.00036 per mou. (Dedicated facilities termination may be used instead of common transport with facilities' termination).

<sup>3</sup> That is, the applicable rate structure for reciprocal compensation tandem switching as determined elsewhere in this Order. It is the Commission's intent that the ISP inter-carrier compensation rate track the reciprocal compensation rate exactly until such point as the Commission has ruled pursuant to the FCC's future ISP Order.

bills, even while they continue to incur costs. At the same time, the application of the reciprocal compensation rate for ISP traffic as an interim inter-carrier compensation mechanism is ultimately just because there will come a time when the parties must settle up based on the new rule. While not perfect, this approach is the one that does the least harm to the companies and to the public interest in a competitive marketplace.

### CONCLUSIONS

The Commission concludes that the parties should, as an interim inter-carrier compensation mechanism, pay reciprocal compensation for dial-up calls to ISPs at the rate the parties have agreed upon for reciprocal compensation for local traffic and as finally determined by the Commission's Order in this docket, subject to true-up at such time as the Commission has ruled pursuant to future FCC consideration of this matter.

### EVIDENCE AND CONCLUSIONS FOR FINDING OF FACT NO. 2

**MATRIX ISSUE NO. 7:** For purposes of reciprocal compensation, should ICG be compensated for end office, tandem, and transport elements of termination where ICG's switch services a geographic area comparable to the area served by BellSouth's tandem switch?

### POSITIONS OF PARTIES

**ICG:** Yes. FCC Rule 51.711 requires that where the interconnecting carrier's switch serves a geographic area comparable to that served by the incumbent, the appropriate rate for the interconnecting carrier's additional cost is the incumbent's tandem interconnection rate. To be eligible for this rate, the FCC's Order requires only that the interconnecting carrier's switch serve the same geographical area as the incumbent's switch. ICG deploys a single switch to service its Charlotte market served by a common transport network. The advent of fiber optic technologies and multi-function switching platforms has allowed ICG to serve an entire statewide or local access and transport area (LATA)-wide customer base from a single switch. The ability to aggregate unbundled local loops from collocations in a number of ILEC central offices while transporting that traffic to a single location permits ICG to originate, switch, and terminate traffic between callers many miles apart. ICG's switch performs the same functionality as the BellSouth tandem switch. ICG's Lucent 5ESS switching platform meets the definition and performs the same functions identified within the Local Exchange Routing Guide (LERG) for a tandem office and for a Class 4/5 switch.

**BELLSOUTH:** No. If a call is not handled by a switch on a tandem basis, it is not appropriate to pay reciprocal compensation for the tandem switching function. BellSouth will pay the tandem interconnection rate only if ICG's switch is identified in the LERG as a tandem. ICG is seeking to be compensated for the cost of equipment it does not own

and for functionality it does not provide. Therefore, ICG's request for tandem switching compensation when tandem switching is not performed should be denied.

**PUBLIC STAFF:** The Public Staff did not address this issue in its Proposed Order.

### DISCUSSION

Testimony on this issue was presented by ICG witness Starkey and BellSouth witness Varner.

BellSouth witness Varner stated that "BellSouth's position is that if a call is not handled by a switch on a tandem basis, it is not appropriate to pay reciprocal compensation for the tandem switching function. BellSouth will pay the tandem interconnection rate only if ICG's switch is identified in the local exchange routing guide ("LERG") as a tandem." Witness Varner explained that a tandem switch connects one trunk to another trunk and is an intermediate switch or connection between an originating telephone call location and the final destination of the call. An end office switch is connected to a telephone subscriber and allows the call to be originated or terminated. If ICG's switch is an end office switch, then it is handling calls that originate from or terminate to customers served by that local switch, and thus ICG's switch is not providing a tandem function. Witness Varner contended that ICG is seeking to be compensated for the cost of equipment it does not own and for functionality it does not provide.

ICG emphasized that its switch serves a geographic area comparable to that of BellSouth's tandem. ICG witness Starkey testified that "ICG, like many new entrant competing local exchange companies (CLECs), generally deploys its individual switches to cover a large geographic area served by a common transport network. The advent of fiber optic technologies and multi-function switching platforms have, in many cases, allowed carriers like ICG to serve an entire statewide or local access and transport area (LATA)-wide customer base from a single switch platform. Likewise, the ability to aggregate unbundled loops from collocations within a number of ILEC central offices while transporting that traffic to a single location allows these carriers to originate, switch and terminate traffic between callers located many miles apart with a single switch." Witness Starkey further stated that ". . . ICG uses its single switching platform not only to transfer calls between multiple ILEC central offices and the customers that are served by those central offices, but also to transfer calls between the ICG and ILEC network. In this way, the ICG switch provides services to customers in a geographic area at least as large as that serviced by the ILEC tandem."

ICG further contended that its switch performs many of the same functions that the ILEC's tandem performs. ICG witness Starkey testified that ". . . in the case of ICG, its switch also performs many of the same functions that the ILEC tandem performs, further indicating that tandem termination rates are appropriately paid for its use." In addition,

witness Starkey stated that "Tandem switches (what are commonly called Class 4 switches in the traditional AT&T hierarchy), generally aggregate toll traffic from a number of central office switches (Class 5 switches) for purposes of passing that traffic to the long distance network. The tandem switch is also a traditional focal point for other purposes as well, including the aggregation and processing of operator services traffic, routing traffic that is to be transferred between the trunk groups of two separate carriers and measuring and recording toll traffic detail for billing. While ILECs have traditionally employed two separate switches to accomplish these Class 4 and Class 5 functions, ICG's Lucent 5ESS platform performs all of these functions in addition to a number of others within the same switch."

Rule 51.711(a)(3) of the FCC's Interconnection Order states "Where the switch of a carrier other than an incumbent LEC serves a geographic area comparable to the area served by the incumbent LEC's tandem switch, the appropriate rate for the carrier other than an incumbent LEC is the incumbent LEC's tandem interconnection rate."

The Commission is of the opinion that ICG has presented sufficient evidence to show that its switch serves a geographic area comparable to that of BellSouth's tandem switch. The Commission is also of the opinion that ICG has shown that there is comparable functionality between the ILEC's tandem and ICG's switch even though the FCC Interconnection Order requires only that a CLP's switch serve a geographic area comparable to that served by an ILEC's tandem to qualify for the tandem termination rates.

### CONCLUSIONS

The Commission concludes that ICG's Charlotte switch serves an area comparable to that served by BellSouth's Charlotte tandem switch and ICG's switch also provides the same functionality as that provided by BellSouth's tandem switch. For reciprocal compensation purposes, the Commission finds that ICG is entitled to compensation at the tandem interconnection rate (in addition to the other appropriate rates) where its switch serves a geographic area comparable to that served by BellSouth's tandem switch.

### EVIDENCE AND CONCLUSIONS FOR FINDING OF FACT NO. 3

MATRIX ISSUE NO. 11: Should BellSouth be required to commit to provisioning the requisite network buildout and necessary support when ICG agrees to enter into a binding forecast of its traffic requirements in a specified period?

### POSITIONS OF PARTIES

**ICG**: Yes. ICG stated that it relies on BellSouth's end office trunks to deliver traffic to ICG's switch and that those trunks are the responsibility of BellSouth to provision and administer. ICG maintained that it provides BellSouth with quarterly traffic forecasts to

assist BellSouth in planning for facilities to handle traffic between the BellSouth and the ICG networks. ICG stated that BellSouth is under no obligation to add more end office trunks if ICG's forecast indicates that additional trunking is necessary. ICG stated that it wants the option of requiring BellSouth to provision additional end office trunks as dictated by ICG's forecast. ICG maintained that in exchange, it would agree to pay BellSouth for any trunks which are not fully utilized as indicated by the forecast. ICG argued that under its proposal, BellSouth would not assume any risk that additional trunks are underutilized and that ICG will assume all of this risk. ICG assured that if the Commission ordered this provision, ICG expects to use it sparingly. In fact, in its Brief, ICG stated that it anticipates only using the binding forecast mechanism where it is (1) confident of substantial additional growth and (2) concerned that, absent a binding commitment from BellSouth to timely provision the necessary trunks, there would be an unacceptable risk of blockage of incoming calls to ICG's customers because of BellSouth's inability to handle the traffic flow. ICG also mentioned that BellSouth's Revised SGAT filed in September 1998 contains a binding forecast provision which largely mirrors ICG's proposal.

ICG argued that the Commission has the jurisdiction to require a binding forecast provision as proposed by ICG. ICG stated that Section 251(c)(2) of the Act states that ILECs have the obligation to provide interconnection: (1) for the transport and routing of telephone exchange traffic; (2) at any technically feasible point; (3) at least equal in quality to that provided by the ILEC to itself or an affiliate; and (4) on rates, terms, and conditions that are just, reasonable, and nondiscriminatory. ICG maintained that its proposal is clearly for the transport and routing of telephone exchange traffic; and that technical feasibility and equality of interconnection are not at issue. ICG stated that the only issue raised by its proposal is whether the rates, terms, and conditions are just, reasonable, and nondiscriminatory; ICG maintained that its proposal meets this test. ICG also noted that the BellSouth/KMC Telecom, Inc. (KMC) interconnection agreement filed with the Commission on March 21, 1997 contains a provision substantially identical to the one in the SGAT. ICG stated that as was provided in both the SGAT and KMC binding forecast provisions, the specific terms and conditions of the binding forecast should be negotiated between the parties. ICG recommended that the Commission conclude that it does have jurisdiction under Sections 251 and 252 of the Act to require BellSouth to include a binding forecast provision in the parties' interconnection agreement. Further, ICG recommended that the Commission conclude that BellSouth should be required to include in its interconnection agreement with ICG a binding forecast provision like the ones included in BellSouth's Revised SGAT and in the BellSouth/KMC interconnection agreement. ICG recommended that the provision should require the parties to negotiate in good faith the specific terms and conditions of the binding forecast.

**BELLSOUTH:** No. BellSouth stated that although it has been analyzing such an offering, it is not required by the Act to commit to a binding forecast with any CLP, including ICG. BellSouth argued that the Commission should not impose a burden on BellSouth that is not required by the Act. BellSouth maintained that while the specifics of such an

arrangement have not been finalized, BellSouth is agreeable to continue to negotiate with ICG on this issue. Additionally, BellSouth stated that the standard for arbitration imposed on the Commission is set forth in Section 252(c) of the Act. Specifically, Section 252(c)(1) states that the Commission shall "ensure that such resolution and conditions meet the requirements of section 251, including the regulations prescribed by the [FCC] pursuant to section 251." BellSouth stated that on cross-examination, ICG witness Phillip Jenkins agreed that BellSouth is not required by Sections 251 or 252 of the Act to provide binding forecasts. Therefore, BellSouth maintained, the Commission cannot impose such an obligation on BellSouth and that this topic is not appropriate for arbitration.

**PUBLIC STAFF:** No. The Public Staff stated that while such a clause would not be an inappropriate term in an interconnection agreement, the Public Staff does not believe that the Act mandates a requirement of this sort. The Public Staff maintained that the issue is not appropriate for arbitration and that the issue of whether to provide a guarantee of the sort requested by ICG, and what to charge for such a guarantee, are essentially business decisions and matters for negotiation between the parties. Therefore, the Public Staff recommended that the Commission decline to require commitment to a binding forecast and that the Commission encourage the parties to continue negotiations toward this goal.

#### DISCUSSION

Testimony on this issue was presented by ICG witness Jenkins and BellSouth witness Vamer.

ICG stated in its Brief that it needs some way of ensuring that BellSouth will provision adequate trunking facilities to carry calls from BellSouth's customers to ICG's growing customer base. Further, ICG argued that this matter is of critical importance because if BellSouth's customers are unable to reach ICG's customers as a result of a blockage on BellSouth's network due to a lack of capacity, it is ICG that will be seen as the cause of the problem. ICG maintained that its binding forecast proposal would obligate BellSouth to, in a timely manner, provision the trunking necessary to carry a forecasted level of traffic and that this would ensure that there is adequate capacity in BellSouth's network to meet demand. ICG stated that this in turn would ensure that there are no blockages; if there were blockages this would frustrate not only ICG's customers who would be unable to receive calls from BellSouth customers but also BellSouth's customers who would be unable to place the calls.

ICG witness Jenkins stated in the summary of his prefiled testimony that ICG is not asking BellSouth to take any risk. Witness Jenkins stated that ICG is willing to commit to BellSouth for a specified volume of interconnection trunks as a part of its binding forecast, whether or not ICG's traffic achieves the forecasted demand. Additionally, witness Jenkins argued that if the traffic volume falls short of the forecasts, ICG will pay BellSouth fully for the full cost of the unused trunks; in other words, ICG will take all of the risk, and BellSouth

will assume no risks. On cross-examination, witness Jenkins denied that there is anything specific in Sections 251 and 252 of the Act requiring BellSouth to provide binding forecasts to ICG.

The Commission declines to decide at this time whether the Act mandates a binding forecast requirement of the sort requested by ICG. However, the Commission does note that ICG's request for this type of requirement does not appear inappropriate. In fact, the Commission notes that a similar provision can be found in BellSouth's Revised SGAT and the BellSouth/KMC interconnection agreement. Additionally, the Commission notes that BellSouth has specifically stated that it is agreeable to continue to negotiate on this term. Although the Commission will not require BellSouth to commit to provisioning the requisite network buildout and necessary support, the Commission strongly encourages BellSouth and ICG to continue to negotiate on this issue.

### CONCLUSIONS

The Commission declines to decide at this time whether BellSouth should be required to commit to provisioning the requisite network buildout and necessary support. The Commission strongly encourages BellSouth and ICG to continue to negotiate on this issue. Further, the Commission notes that since a similar provision is found in BellSouth's Revised SGAT and at least one interconnection agreement, it would appear reasonable for a similar provision to be voluntarily included in the BellSouth/ICG interconnection agreement.

### EVIDENCE AND CONCLUSIONS FOR FINDING OF FACT NO. 4

**MATRIX ISSUE NO. 5:** Should BellSouth be subject to liquidated damages for failing to meet the time intervals for provisioning UNEs?

**MATRIX ISSUE NO. 19:** Should BellSouth be required to pay liquidated damages when BellSouth fails to install, provision, or maintain any service in accordance with the due dates set forth in an interconnection agreement between the parties?

**MATRIX ISSUE NO. 20:** Should BellSouth continue to be responsible for any cumulative failure in a one-month period to install, provision, or maintain any service in accordance with the due dates specified in the interconnection agreement with ICG?

**MATRIX ISSUE NO. 21:** Should BellSouth be required to pay liquidated damages when BellSouth's service fails to meet the requirements imposed by the interconnection agreement with ICG (or the service is interrupted causing loss of continuity or functionality)?



**MATRIX ISSUE NO. 22:** Should BellSouth continue to be responsible when the duration of service's failure exceeds certain benchmarks?

**MATRIX ISSUE NO. 23:** Should BellSouth be required to pay liquidated damages when BellSouth's service fails to meet the grade of service requirements imposed by the interconnection agreement with ICG?

**MATRIX ISSUE NO. 24:** Should BellSouth continue to be responsible when the duration of service's failure to meet the grade of service requirements exceeds certain benchmarks?

**MATRIX ISSUE NO. 25:** Should BellSouth be required to pay liquidated damages when BellSouth fails to provide any data in accordance with the specifications of the interconnection agreement with ICG?

**MATRIX ISSUE NO. 26:** Should BellSouth continue to be responsible when the duration of its failure to provide the requisite data exceeds certain benchmarks?

#### POSITIONS OF PARTIES

ICG: Yes. ICG maintained that the Commission has the jurisdiction to adopt performance measurements and enforcement mechanisms. ICG stated that Section 251 of the Act and the FCC's implementing rules require that an ILEC provide interconnection and access to UNEs and resale at parity to that which it provides itself. Additionally, ICG maintained that if the Commission were to decide to adopt such measurements and enforcement mechanisms, it would have the legal authority to do so since G.S. 62-30 and G.S. 62-32 provide the Commission with broad powers to supervise and control public utilities. Further, ICG state that G.S. 62-110(f1) provides the Commission with statutory authority to "provide reasonable interconnection of facilities" between carriers; "to provide reasonable unbundling of essential facilities"; and "to carry out the provisions of this subsection in a manner consistent with the public interest . . ." ICG further stated that the FCC has encouraged state commissions to adopt performance measurements and that the Commission's decision in the AT&T Communications of the Southern States, Inc. (AT&T)/BellSouth arbitration not to arbitrate this issue at that time does not cut off the Commission's jurisdiction to consider the issue now.

ICG also argued that performance measurements and enforcement mechanisms are necessary to ensure that interconnection, access to UNEs, and resale are provided at parity with what BellSouth provides itself or its affiliates. ICG maintained that as a facilities-based carrier, it is dependent upon BellSouth for essential network elements. ICG maintained that because of the industry-wide implications of the performance measurements and damages issues, they should be considered in a generic proceeding with the results of the dockets at the California and Texas Public Service Commissions to

be the starting point for such a proceeding. ICG concluded that the posture of this issue does not require any Commission action in this docket and that ICG has effectively withdrawn this issue from the arbitration. ICG recommended that the Commission issue an Order in the local competition docket (P-100, Sub 133d) soliciting comments on initiation of a generic proceeding to consider performance measurements and enforcement mechanisms.

**BELLSOUTH:** No. BellSouth stated that the issues of performance measurements and liquidated damages are not appropriate for arbitration. BellSouth stated that the Commission lacks the statutory authority to award or order liquidated damages. BellSouth maintained that state law and Commission procedures are available, and perfectly adequate, to address any breach of contract situation should it arise. BellSouth concluded that the issue of liquidated damages was previously addressed by the Commission in the AT&T/BellSouth arbitration (Docket No. P-140, Sub 50) and that in that case, the Commission concluded that it was not appropriate for the Commission to resolve the issue and that the parties should negotiate reasonable terms and conditions. BellSouth argued that in the instant proceeding, the Commission should find that it lacks the statutory authority to impose liquidated damages on a party to an interconnection agreement for the reasons generally discussed by BellSouth in its Brief.

Concerning performance measurements, BellSouth maintained that this is an industry-wide issue and should not be addressed by the Commission in a two-party arbitration proceeding. BellSouth argued that it is more appropriate to address the issue of performance measurements in the context of BellSouth's Section 271 proceeding, Docket No. P-55, Sub 1022. BellSouth recommended that the Commission agree with BellSouth that this issue is inappropriate in a two-party arbitration proceeding, and to the extent the Commission desires to address performance measurements in the future, it should do so in a more generic context so as to involve the entire industry.

**PUBLIC STAFF:** The Public Staff recommended that the Commission state that it will take this matter under consideration, but will not rule at this time.

#### DISCUSSION

Testimony on this issue was presented by ICG witness Notsund and BellSouth witness Varner.

ICG has conceded that this issue does not require any Commission action in this docket and that it has effectively withdrawn this issue from the arbitration. ICG stated in its Brief that the issue is not appropriate for bilateral resolution because it is one of industry-wide relevance and importance. The issue that does remain to be addressed is whether the Commission should establish a generic proceeding to consider performance measurements and enforcement mechanisms. ICG witness Notsund confirmed when

asked by Commissioner Ervin that the only relief ICG is requesting that the Commission provide in this proceeding with respect to performance measurements is to convene a generic proceeding.

ICG recommended that the Commission issue an Order in the local competition docket (Docket No. P-100, Sub 133d) soliciting comments on the initiation of a generic proceeding to consider performance measurements and enforcement mechanisms. ICG stated in its Brief that the Commission first addressed the issue of performance standards in the 1997 BellSouth/AT&T arbitration. ICG maintained that by the terms of the Commission's Arbitration Order, the Commission did not foreclose further consideration of performance measurements and reserved the right to revisit the issue. ICG argued that a great deal of experience has been gained by the Commission and the CLP industry since the BellSouth/AT&T Arbitration Order was issued. ICG stated that in the two years since the release of that Arbitration Order, the Commission and the industry have gained the expertise necessary to allow the Commission to revisit the question of performance standards. ICG maintained that the experience of ICG and other CLPs has shown that performance standards are badly needed and are no longer premature. ICG further stated in its Brief that when BellSouth's performance to ICG falls short, ICG's performance to its end users often also suffers. ICG argued that, when BellSouth fails to perform installations in a timely manner, it is the end user who is left waiting. Further, ICG stated, when BellSouth fails to perform a coordinated cutover, it is the end user who experiences a service disruption. ICG maintained that, when any of these things happen, the customer has no way of knowing that it is BellSouth's fault; all the customer knows is that it is ICG's customer and in the customer's eyes, ICG is responsible. ICG asserted that ICG and other CLPs need the performance measurements stick to compel BellSouth to perform its obligations in a satisfactory manner. Finally, ICG stated in its Brief that even BellSouth has acknowledged the need for performance standards and enforcement mechanisms. ICG maintained that in a filing with the FCC made in conjunction with its efforts to win Section 271 approval, BellSouth has proposed a set of performance measurements to assure nondiscriminatory access to UNEs. ICG stated that the BellSouth proposal includes payments which BellSouth would make to CLPs for failure to meet performance benchmarks.

BellSouth recommended that to the extent that the Commission desires to address performance measurements, it should do so in a more generic context so as to involve the entire industry. BellSouth further stated that it is more appropriate to address performance measurements in the context of BellSouth's Section 271 proceeding, Docket No. P-55, Sub 1022.

The Public Staff recommended that the Commission take this matter under consideration but not rule on it at this time.

The Commission concludes that it is appropriate at this time for the Commission to institute a generic proceeding to consider performance measurements and enforcement mechanisms. The Commission notes that state regulatory commissions in several BellSouth states have addressed performance measurements. Therefore, the Commission will establish a newly created generic docket devoted to performance measurements and enforcement mechanisms, Docket No. P-100, Sub 133k. The Commission will issue an Order in Docket No. P-100, Sub 133k creating the generic docket and requesting that the industry, the Public Staff, the Attorney General, and any other interested parties form a Task Force.

Finally, the Commission notes that in May 1999, AT&T filed a Petition for the Establishment of a Third-Party Testing Program of Operations Support Systems (OSS) with the Commission (Docket No. P-100, Sub 133i). In conjunction with opening a generic docket to address performance measurements, the Commission will also issue an Order in Docket No. P-100, Sub 133i stating that the Commission is investigating performance measurements in a generic docket as a first step, but will keep the third-party testing docket open for future consideration.

#### CONCLUSIONS

The Commission concludes that this issue has been, in essence, withdrawn from the arbitration and accordingly is not in need of resolution in this docket. Further, the Commission will create a new docket, Docket No. P-100, Sub 133k, and issue an Order in that docket establishing the generic docket and requesting that the industry, the Public Staff, the Attorney General, and any other interested parties form a Task Force to attempt to agree on all potential issues concerning performance measurements and enforcement mechanisms. Further, the Commission will issue an Order in Docket No. P-100, Sub 133i (AT&T's Petition for Third-Party Testing) stating that the Commission is investigating performance measurements in a generic docket as a first step, but will keep the third-party testing docket open for future consideration.

IT IS, THEREFORE, ORDERED as follows:

1. That the parties shall, as an interim inter-carrier compensation mechanism, pay reciprocal compensation for dial-up calls to ISPs at the rate the parties have agreed upon for reciprocal compensation for local traffic and as finally determined by this Order, subject to true-up at such time as the Commission has ruled pursuant to future FCC consideration of this matter.

2. That ICG's Charlotte switch serves an area comparable to that served by BellSouth's Charlotte tandem switch and ICG's switch also provides the same functionality as that provided by BellSouth's tandem switch. For reciprocal compensation purposes, ICG is entitled to compensation at the tandem interconnection rate (in addition to the other

appropriate rates) where its switch serves a geographic area comparable to that served by BellSouth's tandem switch.

3. That the Commission declines to decide at this time whether BellSouth should be required to commit to provisioning the requisite network buildout and necessary support. BellSouth and ICG are encouraged to continue to negotiate on this issue.

4. That the issue of performance measurements and liquidated damages has been, in essence, withdrawn from the arbitration and accordingly is not in need of resolution in this docket. Further, the Commission will create a new docket, Docket No. P-100, Sub 133k, and issue an Order in that docket establishing the generic docket and requesting that the industry, the Public Staff, the Attorney General, and any other interested parties form a Task Force to attempt to agree on all potential issues concerning performance measurements and enforcement mechanisms. Further, the Commission will issue an Order in Docket No. P-100, Sub 133i (AT&T's Petition for Third-Party Testing) stating that the Commission is investigating performance measurements in a generic docket as a first step, but will keep the third-party testing docket open for future consideration.

5. That BellSouth and ICG shall prepare and file a Composite Agreement in conformity with the conclusions of this Order not later than 45 days after the date of issuance of this Order. Such Composite Agreement shall be in the form specified in paragraph 4 of Appendix A in the Commission's August 19, 1996, Order in Docket Nos. P-140, Sub 50, and P-100, Sub 133, concerning arbitration procedure (Arbitration Procedure Order).

6. That, not later than 30 days from the date of issuance of this Order, a party to the arbitration may file objections to this Order consistent with paragraph 3 of the Arbitration Procedure Order.

7. That, not later than 30 days from the date of issuance of this Order, any interested person not a party to this proceeding may file comments concerning this Order consistent with paragraphs 5 and 6, as applicable, of the Arbitration Procedure Order.

8. That, with respect to objections or comments filed pursuant to decretal paragraphs 6 or 7 above, the party or interested person shall provide with its objections or comments an executive summary of no greater than one and one-half pages single-spaced or three pages double-spaced containing a clear and concise statement of all material objections or comments. The Commission will not consider the objections or comments of a party or person who has not submitted such executive summary or whose executive summary is not in substantial compliance with the requirements above.

9. That parties or interested persons submitting Composite Agreements, objections or comments shall also file those Composite Agreements, objections or comments, including the executive summary required in decretal paragraph 8 above, on an MS-DOS formatted 3.5-inch computer diskette containing noncompressed files created or saved in WordPerfect format.

ISSUED BY ORDER OF THE COMMISSION.

This the 4th day of November, 1999.

NORTH CAROLINA UTILITIES COMMISSION

*Geneva S. Thigpen*

Geneva S. Thigpen, Chief Clerk

ba110399.02

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U.S. PATENT & TRADEMARK OFFICE  
†ADMITTED IN INDIANA ONLY

December 22, 1999

RECEIVED

DEC 22 1999

PUBLIC SERVICE  
COMMISSION

Ms. Helen C. Helton  
Executive Director  
Kentucky Public Service Commission  
P.O. Box 615  
730 Schenkel Lane  
Frankfort, Kentucky 40601

RE: Petition by ICG TELECOM GROUP, INC. For Arbitration of an  
Interconnection Agreement with BELL SOUTH TELECOMMUNICATIONS,  
INC. Pursuant to Section 252(b) of the Telecommunications Act of 1996  
Case No. 99-218

Dear Helen:

Enclosed are the original and ten (10) copies of ICG Telecom Group, Inc.'s Best and Final Contract Offer on those issues still outstanding between the parties. BellSouth Telecommunications, Inc., along with its Best and Final Offer, will submit to the Commission the template contract language already agreed upon by the parties. I have also enclosed one additional copy and ask that you indicate its receipt by your office by placing your file stamp on it and returning it to me via our runner.

Thank you for your assistance in this matter.

Sincerely,

  
Henry S. Alford  
Counsel for ICG Telecom Group, Inc.

enc.

COMMONWEALTH OF KENTUCKY  
BEFORE THE PUBLIC SERVICE COMMISSION

In the Matter of:

PETITION OF ICG TELECOM GROUP, )  
INC. FOR ABRITRATION OF IT'S )  
INTERCONNECTION AGREEMENT )  
WITH BELLSOUTH ) CASE NO. 99-218  
TELECOMMUNICATIONS, INC. )  
PURSUANT TO SECTION 252(B) OF )  
THE TELECOMMUNICATIONS )  
ACT OF 1996 )

RECEIVED

DEC 22 1999

PUBLIC SERVICE  
COMMISSION

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BEST AND FINAL

CONTRACT OFFER

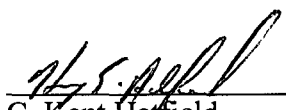
ICG TELECOM GROUP, INC.

AND

BELLSOUTH TELECOMMUNICATIONS, INC.

ICG Telecom, Inc. hereby respectfully submits its Best and Final Contract Offer on those issues still in controversy.

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Michael Carowitz  
Dickstein, Shapiro, Morin & Oshinsky  
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COUNSEL ICG TELECOM GROUP, INC.

December 22, 1999



**ISSUES # #1, 8: Reciprocal compensation for dial-up calls to Internet Service Providers ("ISPs").**

*The definition of "Local Traffic" in the General Terms and Conditions should remain unchanged. BellSouth would exclude from this definition "traffic that originates from or terminates to or through an enhanced service provider or information service provider."*

**Local Traffic** is defined as any telephone call that originates in one exchange and terminates in either the same exchange, or a corresponding Extended Area Service ("EAS") exchange. The terms Exchange, and EAS exchanges are defined and specified in Section A3. of BellSouth's General Subscriber Service Tariff.

*Section 6.1 of Attachment 3 (Interconnection) on Compensation for Call Transportation and Termination for Local Traffic should make clear that dial-up calls to ISPs are to be treated as though they were "local" for purposes of reciprocal compensation. Without reciprocal compensation for calls to ISPs, ICG would receive no compensation for the costs it incurs in delivering traffic to ISPs on behalf of BellSouth's customers. BellSouth would exclude from this definition "traffic that originates from or terminates to or through an enhanced service provider or information service provider." ICG's proposed language is similar to the language BellSouth and ICG agreed upon to implement the order of the North Carolina Utilities Commission directing reciprocal compensation between the parties.*

**6.1.1 Local Traffic** is defined as any telephone call that originates in one exchange and terminates in either the same exchange, or a corresponding Extended Area Service ("EAS") exchange. The terms Exchange, and EAS exchanges are defined and specified in Section A3. of BellSouth's General Subscriber Service Tariff. The Parties shall treat dial-up calls to Internet Service Providers ("ISPs") as if they were local and pay reciprocal compensation at the rate for local traffic. Dial-up calls are defined as calls to an ISP that are dialed using a local dialing pattern (e.g., 7 digits or 10 digits) by the calling party.

**ISSUE # 4: Provision of Enhanced Extended Link ("EEL") loops.**

*The language below should be added as Section 1.9 to Attachment 2 (Network Elements) to clarify that BellSouth will make EELs available to ICG at ICG's request and regardless of whether the component unbundled loop and dedicated transport elements are currently combined in that location. Where the component elements are currently combined, Section 51.315(b) of the Federal Communications Commission's rules clearly requires BellSouth to make the combination available to ICG. Where the combination does not currently exist, the Commission can and should require BellSouth to provide the EEL on the Commission's own authority. BellSouth has declined to offer the EEL except through a "Professional Services Agreement" that would not be a part of the interconnection agreement between the parties.*

**1.9** The Parties shall devise and implement a means to extend the unbundled loop sufficient to allow ICG to use a collocation arrangement at one BellSouth location per LATA (e.g., tandem switch) to obtain access to the unbundled loop(s) at any other BellSouth serving central office within the LATA. The means of extending the unbundled loop ("the Enhanced Extended Loop (EEL)") shall include to the extent necessary the loop; cross connects at the serving central office; aggregating, multiplexing, and routing at the serving central office; and line-side transport

to ICG's switch or an ICG collocation site. Where the component network elements are currently combined, the monthly charge for the EEL shall be the sum of the TELRIC rates for each of the component elements. Where the combination does not currently exist, BellSouth may, in addition to the monthly charges for the component elements, charge a reasonable, TELRIC-based non-recurring charge to recover the costs it incurs, if any, in performing the combination necessary to provide the EEL.

**ISSUES # # 5, 19-26: Performance measurements and liquidated damages.**

*The language below should be added to Attachment 9 (Performance Measurements) to clarify that the parties will follow the comprehensive performance measures and corresponding remedies adopted by the Texas Public Utilities Commission after the Bell Operating Company in Texas (Southwestern Bell) agreed to follow the measures. Another state commission, the Ohio Public Utilities Commission, has recently applied the Texas measures and remedies to the Bell Operating Company in Ohio (Ameritech). ICG has proposed that, to account for the differences in incumbent local exchange carrier revenues between Kentucky and Texas, the Kentucky Public Service Commission may want to adjust the cap on remedies that BellSouth would be required to pay in a given year. (The Texas cap now represents approximately 4.1% of Southwestern Bell's gross local revenues for that state, since the cap was raised on December 16, 1999.) If the Commission makes an adjustment to the total cap, the Commission may also want to make proportionate adjustments to the remedy caps for the Tier I and Tier II measures, as described on page 10 of "Attachment 17: Performance Remedy Plan," which has been included in the proceeding's record. In addition, the Commission may want to adjust the maximum amount that can be paid to a single competitive local exchange carrier ("CLEC") as well as the monthly cap on remedies payable to all CLECs (unless a show cause proceeding is initiated).*

*BellSouth opposes the imposition of performance measures that go beyond the measures it proposes in Attachment 9. More significantly, BellSouth's proposal provides ICG no remedies for BellSouth's failure to perform for ICG on the same basis that BellSouth performs for BellSouth's own customers, subsidiaries, or affiliate companies. Without a mechanism for curing failures to meet performance measures, BellSouth would not have the appropriate incentives to honor the intervals, responsibilities, levels of service, grades of service, etc., to which BellSouth commits in the interconnection agreement.*

BellSouth shall implement each of performance measures and corresponding remedies adopted by the Texas Public Utilities Commission ("Texas PUC") in Docket 16251, except for those measures and remedies that the Kentucky Public Service Commission finds are not technically feasible for BellSouth to implement. The Texas PUC performance measures and corresponding remedies shall govern BellSouth's performance under this Agreement between BellSouth and ICG. The maximum amount available under the remedies provision shall be \$\_\_\_\_, with a Tier I cap of \$\_\_\_\_, a Tier II cap of \$\_\_\_\_, a cap of \$\_\_\_\_ for individual CLECs, and a monthly cap of \$\_\_\_\_ for all CLECs combined.

**ISSUE #7: Reciprocal compensation rate structure.**

*To ensure that ICG receives compensation for end office, tandem, and transport elements of termination as required by Section 51.711 of the FCC's rules (because ICG's switch serves an area comparable*

*to that served by BellSouth's tandem switch and because, although it is not necessary to meet the standards set forth in the FCC's rules, ICG's network architecture and switches also provide the same functionality as that provided by BellSouth's tandem switch and architecture), Section 6.1.2 of Attachment 3 (Interconnection) should read as indicated below. BellSouth, on the other hand, would not compensate ICG for all of these elements, even when ICG's switch serves a geographic area comparable to the area served by BellSouth's own tandem switch and ICG provides comparable functionality.*

6.1.2 The Parties shall provide for the mutual and reciprocal recovery of the costs for the functions performed in transporting and terminating local traffic on each other's network. For reciprocal compensation purposes, ICG is entitled to compensation at the tandem interconnection rate, including end office, tandem, and transport elements of termination. The Parties agree that charges for transport and termination of calls on their respective networks are as set forth in Exhibit A to this Attachment.

**ISSUE # 11: Binding forecasts of traffic requirements.**

*The language below should be added as Section 3.6.5 of Attachment 3 (Interconnection) to ensure that ICG has the ability to request a binding forecast. ICG requires binding forecasts in some instances to ensure that, as ICG's traffic grows, BellSouth will build the requisite facilities to allow BellSouth's end users to reach end users served by ICG's network without blockage or other difficulties. BellSouth has declined to offer ICG the opportunity to enter into binding forecasts, even when ICG has agreed to pay for any unused capacity on the facilities BellSouth constructs pursuant to a binding forecast.*

3.6.5 In addition to, and not in lieu of, nonbinding forecasts, ICG may provide a forecast to BellSouth with respect to the traffic exchanged under this Agreement and may request that the forecast (a "Binding Forecast") commit BellSouth to provide interconnection trunks, as provided herein, in a specified volume to be utilized as set forth in such Binding Forecast. BellSouth may charge ICG when capacity specified in the binding forecast remains unused and there is no customer available to purchase the unused capacity. ICG and BellSouth shall negotiate the terms of such Binding Forecast in good faith and shall include in such Binding Forecast provisions regarding price, quantity, and any other terms desired by ICG and BellSouth. Rates for unused portions of specified volume or capacity of a binding forecast shall be based on the same useful life as provided for comparable plant for which amortization and depreciation are prescribed by state authorities. For the Binding Forecast pursuant to this section, in the event that ICG is unable to fill the capacity it requested, BellSouth shall mitigate any capacity shortfalls by offsetting the amount due from ICG if BellSouth uses capacity for itself or another customer. Payment by ICG will be over the same period and at the same rate as rates for the capacity using comparable plant for which amortization and depreciation are prescribed by state authorities. The Parties agree that each forecast provided under this section shall be deemed "Proprietary Information" under Section 9 of the General Terms and Conditions of this Agreement.

CERTIFICATE OF SERVICE

It is hereby certified that a copy of the foregoing was sent by United States mail to Creighton E. Mershon, BellSouth Telecommunications, Inc. 601 West Chestnut Street, Louisville, Kentucky 40232 and Langley Kitchings, Suite 4300, BellSouth Center, 675 Peachtree Street, N.W., Atlanta, Georgia 30375-0001, this 22<sup>nd</sup> day of December, 1999.

  
\_\_\_\_\_  
COUNSEL IQG TELECOM  
GROUP, INC.

BellSouth Telecommunications, Inc.  
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Louisville, Kentucky 40232  
or

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Creighton E. Mershon, Sr.  
General Counsel - Kentucky

BellSouth Telecommunications, Inc.  
601 West Chestnut Street, Room 407  
Louisville, Kentucky 40203

December 22, 1999

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PUBLIC SERVICE  
COMMISSION

Helen C. Helton  
Executive Director  
Public Service Commission  
730 Schenkel Lane  
P. O. Box 615  
Frankfort, KY 40602

Re: Petition by ICG Telecom Group, Inc. for Arbitration of an  
Interconnection Agreement with BellSouth Telecommunications,  
Inc. pursuant to Section 252(b) of the Telecommunications  
Act of 1996  
PSC 99-218

Dear Helen:

Pursuant to the Commission's September 23, 1999, Order in this  
case, enclosed for filing are the original and ten (10) copies of  
BellSouth Telecommunications, Inc.'s Best and Final Proposals on the  
Arbitrated Issues. Also enclosed are requisite copies of BellSouth's  
Late-Filed Exhibits requested during the December 2, 1999, hearing.

Sincerely



Creighton E. Mershon, Sr.

Enclosures

cc: Parties of Record

190836

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PUBLIC SERVICE  
COMMISSION

CERTIFICATE OF SERVICE

I hereby certify that a copy of the foregoing was served on the individuals on the attached Service List by mailing a copy thereof, this 22nd day of December 1999.



Creighton E. Mershon, Sr.

SERVICE LIST - PSC 99-218

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PUBLIC SERVICE  
COMMISSION

COMMONWEALTH OF KENTUCKY  
BEFORE THE PUBLIC SERVICE COMMISSION

In Re: )  
 )  
Petition of ICG Telecom Group, Inc. )  
For Arbitration with BellSouth ) Docket No. 99-218  
Telecommunications, Inc. Pursuant )  
To Section 252 of the Telecommunications )  
Act of 1996 )

BELLSOUTH TELECOMMUNICATIONS, INC.'S BEST AND FINAL  
PROPOSALS ON THE ARBITRATED ISSUES

COMES NOW, BellSouth Telecommunications, Inc. ("BellSouth") and files this its best and final contract language proposals on the issues arbitrated in the proceeding before the Kentucky Public Service Commission (the "Commission"). The Parties are also submitting to the Commission a draft of the Interconnection Agreement negotiated between the Parties. This draft contains all of the agreed upon language successfully negotiated by the Parties. The provisions that are subject to the arbitration are marked by Issue Number and the subject matter of the arbitration issue is identified.

BellSouth respectfully requests that the Commission adopt each of BellSouth's best and final language proposals for each of the arbitration issues.



Respectfully submitted this 22<sup>nd</sup> day of December, 1999.



---

Creighton E. Mershon, Sr.  
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COUNSEL FOR BELL SOUTH  
TELECOMMUNICATIONS, INC.

190745

**Treatment of Dial-Up Access to the Internet  
through Internet Service Providers For Purposes of Compensation  
(Issues 1 and 8)**

**Issue 1 and 8:**

Until the FCC adopts a rule with prospective application, should dial-up access to the Internet through Internet Service Providers (ISPs) be treated as if it were a local call for purposes of reciprocal compensation?

**Contract Provision in Dispute--**

Attachment 3, section 6.1.1  
section 6.8.2

**BellSouth's Proposed Language--**

6.1.1 Local Traffic is defined as any telephone call that originates in one exchange and terminates in either the same exchange, or a corresponding Extended Area Service ("EAS") exchange. The terms Exchange, and EAS exchanges are defined and specified in Section A3. of BellSouth's General Subscriber Service Tariff. For the purposes of this Agreement, until such time as the FCC issues a final non-appealable order in CC Docket 99-68, the Parties shall implement an interim compensation mechanism for ISP – bound traffic as ordered by the Kentucky Public Service Commission through a generic proceeding. The Parties shall track the Internet Service Provider-bound ("ISP-bound") traffic exchanged between their networks and will true up any interim compensation payable, if any, pursuant to the methodology adopted by the Kentucky Public Service Commission. Once the FCC issues a final non-appealable order, the Parties shall utilize the compensation methodology, if any ordered by the FCC.

6.8.2 DELETE

**BellSouth's Rationale for Position--**

In its Declaratory Ruling, *In the Matter of Implementation of the Local Competition Provisions in the Telecommunications Act of 1996*, CC Docket No. 96-98 and Notice of Proposed Rulemaking, *Inter-Carrier Compensation for ISP-Bound Traffic*, CC Docket 99-68, the FCC ruled definitively that the obligation to pay reciprocal compensation, per Section 251 (b)(5) of the 1996 Act, is not applicable to ISP-bound traffic. (See footnote 87 of the *Declaratory Ruling*). The FCC went on to give state commissions, such as Kentucky's Public Service Commission, temporary authority to create an interim compensation arrangement

until the FCC establishes rules for the compensation treatment of this interstate traffic.

The issue of what interim inter-carrier compensation mechanism for ISP-bound traffic is appropriate is one of significant importance to all telecommunications carriers doing business in the state of Kentucky and should be determined by the Kentucky commission not in the context of this arbitration between BellSouth and ICG, but as a generic matter where all interested carriers can participate. There are several different compensation mechanisms that have been proposed for carriers negotiating new interconnection agreements with BellSouth, including: (1) bill and keep; (2) holding any compensation in abeyance pending a decision from the FCC; (3) the establishment of a compensation sharing arrangement similar to that which exists for other access traffic; and (4) reciprocal compensation. Before resolving the issue, the Commission should have the benefit of hearing the merits and shortcomings of each of these different proposals, as well as any others that may be proposed. If considered in individual arbitrations, the Commission will face the unacceptable risk of variant results and unintended consequences inherent in case-by-case determinations.

BellSouth's best and final proposal takes into consideration the directive established by the FCC and the importance of determining the interim methodology with input from all interested parties. ICG will not be harmed by the Commission's adoption of the BellSouth proposal because the proposal requires that the Parties to the contract apply the interim compensation methodology ordered by the Commission through the full term of the contract.

**Enhanced Extended Link Loops  
(Issue 3)**

**Issue 3**

Under the Telecommunications Act of 1996, should "Enhanced Extended Link" Loops (EELs) be made available to ICG in the interconnection agreement as UNEs?

**Contract Provision in Dispute--**

Attachment 2, section 1.9

**BellSouth's Proposed Language--**

1.9 DELETE

**BellSouth's Rationale for Position--**

For a variety of reasons, the Commission should not require BellSouth to provide the EEL to ICG in this arbitration. First, the FCC recently considered whether the EEL was a separate and distinct unbundled network element to which incumbent local exchange companies such as BellSouth must provide access. In paragraph 478, the FCC declined "to define the EEL as a separate network element in this Order." The FCC further recognized that the Eighth Circuit was currently reviewing whether rules 51.315(c) - (f) [regarding the incumbent LECs' obligation to combine elements for the requesting telecommunications carrier] should be reinstated. The Eighth Circuit vacated the above mentioned rules and its ruling was not challenged on appeal. Any attempt, at this point, to require BellSouth to provide a UNE combination that does not currently exist in BellSouth's network would be contrary to the law.

BellSouth is only obligated to provide combinations of elements that are in fact connected - i.e. those elements already in place for the customer the CLEC wants to serve. In BellSouth's network, there are very few, if any instances in which the elements ICG wants are already in place for the customer ICG wants to serve. ICG provided no competent evidence to the contrary. Further, the FCC, in its 319 Remand Order and pending the outcome of a further NPRM, did not require incumbents to provide the EEL in situations involving an entrance facility to an IXC Point of Presence.

An order by this Commission requiring BellSouth to provide to ICG an EEL would be contrary to the FCC's actions in its 319 Remand Order. ICG will not be harmed by the Commission awaiting the outcome of the federal proceeding due to the language contained within section 14.5 of the General Terms and Conditions. Section 14.5 states as follows:

In the event that any final and nonappealable legislative, regulatory, judicial or other legal action materially affects any material terms of this Agreement, or the ability of ICG or BellSouth to perform any material terms of this Agreement, ICG or BellSouth may, on thirty (30) days' written notice require that such terms be renegotiated, and the Parties shall renegotiate in good faith such mutually acceptable new terms as may be required. In the event that such new terms are not renegotiated within ninety (90) days after such notice, the Dispute shall be referred to the Dispute Resolution procedure set forth in Section 11.

**Tandem Interconnection Rate  
Issue 5**

**Issue 5 --**

For purposes of reciprocal compensation, should ICG be compensated for end office, tandem, and transport elements of termination where ICG's switch serves a geographic area comparable to the area served by BellSouth's tandem switch?

**Contract Provision in Dispute - -**

Attachment 3, section 6.1.2

**BellSouth's Proposed Language - -**

6.1.2 The Parties shall provide for the mutual and reciprocal recovery of the costs for the elemental functions performed in transporting and terminating local traffic on each other's network. The Parties agree that charges for transport and termination of calls on its respective networks are as set forth in Exhibit A to this Attachment.

**BellSouth's Rationale for Position - -**

A tandem switch interconnects end offices. The end office switch connects trunks to customer lines. If a call is not handled by a switch on a tandem basis, it is not appropriate to pay reciprocal compensation for the tandem switching function. The ICG switch performs only the end office switching function, handling calls that originate from or terminate to customers served by that local switch. ICG is seeking to be compensated for the cost of equipment it does not own and for a functionality that it does not perform.

ICG will make reference to the FCC's rule found at 47 C.F.R. §51.711. However, the FCC required that two criteria be met for the tandem switching rate to apply: (1) that the switch serve a geographic area comparable to the ILEC's switch; and (2) that the switch perform functions similar to the tandem switch. Even if the ICG switch served the same geographic area, and there is no credible evidence in the record to support such a claim, the ICG switch does not perform tandem switching functions. It does not interconnect end offices nor does it perform trunk-to-trunk switching. Therefore, ICG is not entitled to compensation for functions that it does not perform.

**Binding Forecasts  
Issue 6(A)**

**Issue 6A --**

Should BellSouth be required to enter into a binding forecast of future traffic requirements for a specified period?

**Contract Provision in Dispute--**

Attachment 3, section 3.6.5

**BellSouth's Proposed Language --**

3.6.5 DELETE

**BellSouth's Rationale for Position --**

The Commission should not impose a duty or obligation not included in section 251 of the Telecommunications Act of 1996 in an arbitration proceeding under section 252 of the Act. Specifically, section 252(c) requires that:

In resolving by arbitration under subsection (b) any open issues and imposing conditions upon the parties to the agreement, a State commission shall—

(1) ensure that such resolution and conditions meet the requirements of section 251, including the regulations prescribed by the Commission, pursuant to section 251;

Clearly, BellSouth is not required by section 251 of the 1996 Act to commit to binding forecasts with any telecommunications carrier, including ICG. ICG's own witness, Mr. Phillip Jenkins admitted that there is no requirement contractually, legally or otherwise that requires BellSouth to provide binding forecasts. Therefore, it would not be appropriate in this proceeding for the Commission to order BellSouth to enter into binding forecasts with ICG.

**Performance Measurements and Penalties**  
**Issues 5, 19 – 26**

**Issue 5 –**

Should BellSouth be subject to liquidated damages for failing to meet the time intervals for provisioning UNEs specified in Attachment 2 on UNEs?

**Issue 19 –**

Should BellSouth be required to pay liquidated damages when BellSouth fails to install, provision, or maintain any service in accordance with the due dates set forth in an interconnection agreement between the parties?

**Issue 20 –**

Should BellSouth continue to be responsible for any cumulative failure in a one-month period to install, provision, or maintain any service in accordance with the due dates specified in the interconnection agreement with ICG?

**Issue 21 –**

Should BellSouth be required to pay liquidated damages when BellSouth's service fails to meet the requirements imposed by the interconnection agreement with ICG (or the service is interrupted causing loss of continuity or functionality)?

**Issue 22 –**

Should BellSouth continue to be responsible when the duration of service's failure exceeds certain benchmarks?

**Issue 23 –**

Should BellSouth be required to pay liquidated damages when BellSouth's service fails to meet the grade of service requirements imposed by the interconnection agreement with ICG?

**Issue 24 –**

Should BellSouth continue to be responsible when the duration of service's failure to meet the grade of service requirements exceeds certain benchmarks?



**Issue 25 –**

Should BellSouth be required to pay liquidated damages when BellSouth fails to provide any data in accordance with the specifications of the interconnection agreement with ICG?

**Issue 26 –**

Should BellSouth continue to be responsible when the duration of its failure to provide the requisite data exceeds certain benchmarks?

**Contract Provision in Dispute—**

Attachment 9

**BellSouth's Proposed Contract Language –**

See the attached Exhibit A (Attachment 9)

**BellSouth's Rationale for Position –**

Exhibit A, following, contains BellSouth's current Service Quality Measurements ("SQMs"). These measurements have been proposed to ICG and address the five elements listed in ICG witness Ms. Rowling's testimony as essential. The SQMs are the result of nearly two years of work with several state commissions, direction provided by the FCC and input from CLECs. In excess of 70 CLECs operating in Kentucky have the SQMs as an attachment to their interconnection agreement with BellSouth. Uniformity is essential; otherwise comparisons between the service quality provided to the CLECs and to BellSouth retail units would be impossible. The SQMs are sufficient for the CLEC industry as a whole and were sufficient for ICG in its Georgia arbitration as the parties prior to the arbitration hearing settled the issue of the performance measurements themselves.

Liquidated damages or penalties as proposed by ICG are not appropriate as an issue for arbitration, nor as a contractual remedy and should not be imposed by this Commission. Such liquidated damages or penalties are neither a requirement of section 251 of the Act nor of the FCC's rules. The FCC has expressed a preference for self-executing enforcement mechanisms only as a public interest concern under the statutory standard of review for assessing an application under section 271 of the Act. BellSouth is currently working with the FCC to finalize BellSouth's proposal for self-effectuating enforcement measures that would take effect on a state-by-state basis concurrent with approval for BellSouth to enter into long distance in each state. It is only at this juncture that

such liquidated damages or penalties may be appropriate. The SQMs proposed by BellSouth are fully enforceable through the Commission's complaint process in the event of BellSouth's failure to meet such measurements. Lastly, the Commission has previously examined the issue of liquidated damages or penalties and declined to require liability provisions in the Interconnection Agreement (see the AT&T Arbitration Order. This Commission should find again in this arbitration proceeding that liability provisions or performance penalties should not be required.

Exhibit A

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**Attachment 9**

**Performance Measurements**

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## PRE-ORDERING - OSS

<b>Report/Measurement :</b>
Average OSS Response Time and Response Interval
<b>Definition:</b>
Average response time and response intervals are the average times and number of requests responded to within certain intervals for accessing legacy data associated with appointment scheduling, service & feature availability, address verification, request for Telephone Numbers (TNs), and Customer Service Records (CSRs).
<b>Exclusions:</b>
None
<b>Business Rules:</b>
The average response time for retrieving pre-order/order information from a given legacy system is determined by summing the response times for all requests submitted to the legacy during the reporting period and dividing by the total number of legacy requests for that day X 100. The response interval starts when the client application (LENS or TAG for CLECs and RNS for BST) submits a request to the legacy system and ends when the appropriate response is returned to the client application. The number of legacy accesses during the reporting period, which take less than 2.3 seconds and the number, which take more than 6 seconds are also captured.
<b>Level of Disaggregation:</b>
<p>RSAG – Address (Regional Street Address Guide- Address) - stores street address information used to validate customer addresses</p> <p>RSAG – TN (Regional Street Address Guide- Telephone Number) – contains information about facilities available and telephone numbers working at a given address.</p> <p>ATLAS (Application for Telephone Number Load Administration and Selection) - acts as a warehouse for storing telephone numbers that are available for assignment by the system. It enables CLECs and BST service reps to select and reserve telephone numbers.</p> <p>COFFI (Central Office Feature File Interface) - stores information about product and service offerings and availability.</p> <p>DSAP (DOE Support Application) – provides due date information.</p> <p>HAL (Hands-Off Assignment Logic) – a system used to access the Business Office Customer Record Information System (BOCRIS). It allows BST servers, including LENS, access to legacy systems.</p> <p>P/SIMS (Product/Services Inventory Management System) – provides information on capacity, tariffs, inventory and service availability.</p> <p>OASIS (Obtain Available Services Information Systems ) - Information on feature and rate availability.</p>
<b>Calculation:</b>
$\Sigma[(\text{Date \& Time of Legacy Response}) - (\text{Date \& Time of Request to Legacy})] / (\text{Number$

of Legacy Requests During the Reporting Period) X 100	
<b>Report Structure:</b>	
Not CLEC Specific Not product/service specific Regional Level	
Data Retained Relating to CLEC Experience:	Data Retained Relating to BST Performance:
Report Month Legacy Contract (per reporting dimension) Response Interval Regional Scope	Report Month Legacy Contract (per reporting dimension) Response Interval Regional Scope
<b>Retail Analog/Benchmark</b>	
CLEC Average Response Intervals is comparable to BST Average Response Interval	

**LEGACY SYSTEM ACCESS TIMES FOR RNS**

System	Contract	Data	< 2.3 sec	> 6 sec	Avg. Sec	# of Calls
RSAG	RSAG-TEN	Address	x	x	x	x
RSAG	RSAG-ADDR	Address	x	x	x	x
ATLAS	ATLAS-TN	TN	x	x	x	x
DSAP	DSAPDDI	Schedule	x	x	x	x
CRIS	CRSACCTS	CSR	x	x	x	x
OASIS	OASISBSN	Feature/Service	x	x	x	x
OASIS	OASISCAR	Feature/Service	x	x	x	x
OASIS	OASISLPC	Feature/Service	x	x	x	x
OASIS	OASISMTN	Feature/Service	x	x	x	x
OASIS	OASISBIG	Feature/Service	x	x	x	x

**LEGACY SYSTEM ACCESS TIMES FOR LENS**

System	Contract	Data	< 2.3 sec	> 6 sec	Avg. Sec	# of Calls
RSAG	RSAG-TN	Address	x	x	x	x
RSAG	RSAG-ADDR	Address	x	x	x	x
ATLAS	ATLAS-TN	TN	x	x	x	x
DSAP	DSAPDDI	Schedule	x	x	x	x
HAL	HAL/CRIS	CSR	x	x	x	x
COFFI	COFFI/USOC	Feature/Service	x	x	x	x
P/SIMS	PSIMS/ORB	Feature/Service	x	x	x	x

**LEGACY SYSTEM ACCESS TIMES FOR TAG**

System	Contract	Data	< 2.3 sec	> 6 sec	Avg. Sec	# of Calls

RSAG	RSAG-TN	Address	x	x	x	x
RSAG	RSAG-ADDR	Address	x	x	x	x
ATLAS	ATLASTN	TN	x	x	x	x
DSAP	DSAPDDI	Schedule	x	x	x	x
HAL	HAL/CRIS	CSR	x	x	x	x
CRIS	CRSEINIT	CSR	x	x	x	x
CRIS	CRSECSR	CSR	x	x	x	x



**PRE-ORDERING - OSS**

<b>Report/Measurement:</b>	
OSS Interface Availability	
<b>Definition:</b>	
Percent of time OSS interface is functionally available compared to scheduled availability. Availability percentages for CLEC interface systems and for all Legacy systems accessed by them are captured	
<b>Exclusions:</b>	
None	
<b>Business Rules:</b>	
This measurement captures the availability percentages for the BST systems, which are used by CLECs during Pre-Ordering functions. Comparison to BST results allow conclusions as to whether an equal opportunity exists for the CLEC to deliver a comparable customer experience.	
<b>Level of Disaggregation:</b>	
Regional Level	
<b>Calculation:</b>	
$(\text{Functional Availability}) / (\text{Scheduled Availability}) \times 100$	
<b>Report Structure:</b>	
Not CLEC Specific Not product/service specific Regional Level	
<b>Data Retained Relating to CLEC Experience</b>	<b>Data Retained Relating to BST Experience</b>
Report Month	Report Month
Legacy contract type (per reporting dimension)	Legacy contract type (per reporting dimension)
Regional Scope	Regional Scope
<b>Retail Analog/Benchmark:</b>	
CLEC OSS Interface Availability is comparable to BST OSS Interface Availability	

**OSS Interface Availability**

OSS Interface	% Availability
LENS	X
LEO Mainframe	X
LEO UNIX	X
LESOG	X
EDI	X
HAL	X
BOCRIS	X
ATLAS/COFFI	X

RSAG/DSAP	X
SOCS	X
TAG	X

## ORDERING

<b>Report/Measurement:</b>
Percent Flow Through Service Requests (Summary)
<b>Definition:</b>
The percentage of Local Service Requests (LSR) submitted electronically via the CLEC mechanized ordering process that flow through to SOCS without manual intervention
<b>Exclusions:</b>
Fatal Rejects Auto Clarification Manual Fallout CLEC System Fallout Supplements (subsequent versions) to cancel LSRs that are not LESOG eligible (Under development)
<b>Business Rules:</b>
The CLEC mechanized ordering process includes all LSRs, including supplements (subsequent versions) which are submitted through one of the three gateway interfaces (TAG, EDI, and LENS), and flow through to SOCS without manual intervention. These LSRs can be divided into two classes of service; Business and Residence, and three types of service; Resale and Unbundled Network Elements (UNE), and specials. The CLEC mechanized ordering process does not include LSRs, which are, submitted manually (e.g., fax, and courier), or are not designed to flow through, i.e., Manual Fallout.
<b>Definitions:</b>
<b>Fatal Rejects:</b> Errors that prevent an LSR, submitted by the CLEC, from being processed further. When an LSR is submitted by a CLEC, LEO will perform edit checks to ensure the data received is correctly formatted and complete. For example, if the PON field contains an invalid character, LEO will reject the LSR and the CLEC will receive a Fatal Reject.
<b>Auto-Clarification:</b> errors that occur due to invalid data within the LSR. LESOG will perform data validity checks to ensure the data within the LSR is correct and valid. For example, if the address on the LSR is not valid according to RSAG, the CLEC will receive an Auto-Clarification.
<b>Manual Fallout:</b> errors that occur by design. Certain LSRs are designed to fallout of the Mechanized Order Process due to their complexity. These LSRs are manually processed by the LCSC. When a CLEC submits an LSR, LESOG will determine if the LSR should be forwarded to LCSC for manual handling. Following are the categories for Manual Fallout.
Complex services*
Expedites (requested by the CLEC)
Special pricing plans
Denials-restore and conversion, or disconnect and conversion orders
Partial migrations
Class of service invalid in certain states with some types of service

New telephone number not yet posted to BOCRIS  
Low volume such as activity type "T" (move)  
Pending order review required  
More than 25 business lines  
Restore or suspend for UNE combos  
Transfer of calls option for the CLEC's end users  
CSR inaccuracies such as invalid or missing CSR data in CRIS

\* Attached is a list of services, including complex services, and whether LSRs issued for the services are eligible to flow through.

Total System Fallout: Errors that require manual review by the LCSC to determine if the error is caused by the CLEC, or is due to system functionality. If it is determined the error is caused by the CLEC, the LSR will be sent back to the CLEC as clarification. If it is determined the error is BST caused, the LCSC representative will correct the error.

**ORDERING – (Percent Flow Through Service Requests (Summary) – Continued)**

**Calculation:**

Percent Flow Through Service Requests =  $\Sigma[(\text{Total number of valid service requests that flow-through to SOCS}) / (\text{Total number of valid service requests delivered to SOCS}) \times 100]$

**Description:**

Percent Flow Through = (The total number of LSRs that flow through LESOG to the SOCS) / (the number of LSRs passed from LEO to LESOG) –  $\Sigma[(\text{the number of LSRs that fall out for manual processing}) + (\text{the number of LSRs that are returned to the CLEC for clarification}) + (\text{the number of LSRs that contain errors made by CLECs})] \times 100$ .

**Report Structure:**

- CLEC Aggregate
  - Region

**Level of Disaggregation:**

- Geography
  - Region
- Product (Under Development)
  - Residence
  - Business
  - UNE
  - Special

<u>DATA RETAINED RELATING TO CLEC EXPERIENCE</u>	<u>DATA RETAINED RELATING TO BST EXPERIENCE</u>
<p>Report month</p> <ul style="list-style-type: none"> <li>• Total number of LSRs received, by interface, by CLEC:                             <ul style="list-style-type: none"> <li>➤ TAG</li> <li>➤ EDI</li> <li>➤ LENS</li> </ul> </li> <li>• Total number of errors by type, by CLEC:                             <ul style="list-style-type: none"> <li>➤ Fatal rejects</li> <li>➤ Total fallout for manual processing                                     <ul style="list-style-type: none"> <li>➤ Auto clarification</li> <li>➤ CLEC caused system fallout</li> </ul> </li> </ul> </li> <li>• Total number of errors by error code</li> </ul>	<p>Report month</p> <ul style="list-style-type: none"> <li>• Total number of errors by type:                             <ul style="list-style-type: none"> <li>➤ BST system error</li> </ul> </li> </ul>

**Retail Analog/Benchmark:**

CLEC Flow Through/benchmark comparison (Under Development)

## ORDERING

<b>Report/Measurement:</b>
Percent Flow Through Service Requests (Detail)
<b>Definition:</b>
A detailed list by CLEC of the percentage of Local Service Requests (LSR) submitted electronically via the CLEC mechanized ordering process that flow through to SOCS without manual or human intervention.
<b>Exclusions:</b>
<ul style="list-style-type: none"><li>• Fatal Rejects</li><li>• Auto Clarification</li><li>• Manual Fallout</li><li>• CLEC System Fallout</li><li>• Supplements (subsequent versions) to cancel LSRs that are not LESOG eligible (Under development)</li></ul>
<b>Business Rules:</b>
The CLEC mechanized ordering process includes all LSRs, including supplements (subsequent versions) which are submitted through one of the three gateway interfaces (TAG, EDI, and LENS), and flow through to SOCS without manual intervention. These LSRs can be divided into two classes of service; Business and Residence, and two types of service; Resale and Unbundled Network Elements (UNE) and specials. The CLEC mechanized ordering process does not include LSRs, which are, submitted manually (e.g., fax, and courier), or are not designed to flow through, i.e., Manual Fallout.
<b>Definitions:</b>
<b>Fatal Rejects:</b> Errors that prevent an LSR, submitted by the CLEC, from being processed further. When an LSR is submitted by a CLEC, LEO will perform edit checks to ensure the data received is correctly formatted and complete. For example, if the PON field contains an invalid character, LEO will reject the LSR and the CLEC will receive a Fatal Reject.
<b>Auto-Clarification:</b> errors that occur due to invalid data within the LSR. LESOG will perform data validity checks to ensure the data within the LSR is correct and valid. For example, if the address on the LSR is not valid according to RSAG, the CLEC will receive an Auto-Clarification.
<b>Manual Fallout:</b> errors that occur by design. Certain LSRs are designed to fallout of the Mechanized Order Process due to their complexity. These LSRs are manually processed by the LCSC. When a CLEC submits an LSR, LESOG will determine if the LSR should be forwarded to LCSC for manual handling. Following are the categories for Manual Fallout:
<ol style="list-style-type: none"><li>1. Complex services*</li><li>2. Expedites (requested by the CLEC)</li><li>3. Special pricing plans</li><li>4. Denials-restore and conversion, or disconnect and conversion orders</li><li>5. Partial migrations</li><li>6. Class of service invalid in certain states with some types of service</li></ol>

7. New telephone number not yet posted to BOCRIS
8. Low volume such as activity type "T" (move)
9. Pending order review required
10. More than 25 business lines
11. Restore or suspend for UNE combos
12. Transfer of calls option for the CLEC's end users
13. CSR inaccuracies such as invalid or missing CSR data in CRIS

\*Attached is a list of services, including complex services, and whether LSRs issued for the services are eligible to flow through.

**Total System Fallout:** Errors that require manual review by the LCSC to determine if the error is caused by the CLEC, or is due to system functionality. If it is determined the error is caused by the CLEC, the LSR will be sent back to the CLEC as clarification. If it is determined the error is BST caused, the LCSC representative will correct the error.

**ORDERING – (Percent Flow Through Service Requests (Detail) – Continued)**

**Calculation:**

Percent Flow Through Service Requests = (Total number of valid service requests that flow-through to SOCS) / (Total number of valid service requests delivered to SOCS) X 100

**Description:**

Percent Flow Through = The total number of LSRs that flow through LESOG to SOCS / (the number of LSRs passed from LEO to LESOG) –  $\Sigma$ [(the number of LSRs that fall out for manual processing + the number of LSRs that are returned to the CLEC for clarification + the number of LSRs that contain errors made by CLECs)] X 100.

**Report Structure:**

- Provides the flow through percentage for each CLEC (by alias designation) submitting LSRs through the CLEC mechanized ordering process. The report provides the following:
  - CLEC (by alias designation)
  - Number of fatal rejects
  - Mechanized interface used
  - Total mechanized LSRs
  - Total manual fallout
  - Number of auto clarifications returned to CLEC
  - Number of validated LSRs
  - Number of BST caused fallout
  - Number of CLEC caused fallout
  - Number of Service Orders Issued
  - Base calculation
  - CLEC error excluded calculation

**Level of Disaggregation:**

- CLEC Specific (by alias designation to protect CLEC specific proprietary data)
- Geographic:
  - Region
- Product (Under development)
  - Residence
  - Business
  - UNE
  - Special



<u>DATA RETAINED RELATING TO CLEC EXPERIENCE</u>	<u>DATA RETAINED RELATING TO BST EXPERIENCE</u>
<p><b>REPORT MONTH</b></p> <ul style="list-style-type: none"> <li>• Total number of LSRs received, by interface, by CLEC <ul style="list-style-type: none"> <li>➤ TAG</li> <li>➤ EDI</li> <li>➤ LENS</li> </ul> </li> <li>• Total number of errors by type, by CLEC <ul style="list-style-type: none"> <li>➤ Fatal rejects</li> <li>➤ Total fallout for manual processing</li> <li>➤ Auto clarification</li> <li>➤ CLEC errors</li> </ul> </li> <li>• Total number of errors by error code</li> </ul>	<p><b>REPORT MONTH</b></p> <ul style="list-style-type: none"> <li>• Total number of errors by type: <ul style="list-style-type: none"> <li>➤ BST system error</li> </ul> </li> </ul>
<b>Retail Analog/Benchmark:</b>	
CLEC Flow Through/benchmark comparison (Under development)	

**ORDERING**

<b>Report/Measurement:</b>	
Flow Through Error Analysis	
<b>Definition:</b>	
An analysis of each error type (by error code) that was experienced by the LSRs that did not flow through to SOCS.	
<b>Exclusions:</b>	
Each Error Analysis is error code specific; therefore exclusions are not applicable.	
<b>Business Rules:</b>	
The CLEC mechanized ordering process includes all LSRs, including supplements (subsequent versions) which are submitted through one of the three gateway interfaces (TAG, EDI, and LENS), and flow through to provisioning SOCS without manual intervention. These LSRs can be divided into two classes of service; Business and Residence, and two types of service; Resale and Unbundled Network Elements (UNE). This measurement captures the total number of errors by type. The CLEC mechanized ordering process does not include LSRs, which are, submitted manually (e.g., fax, and courier).	
<b>Calculation:</b>	
Σ Of errors by type.	
<b>Report Structure:</b>	
<ul style="list-style-type: none"> <li>• Provides an analysis of each error type (by error code). The report is in descending order by count of each error code and provides the following: <ul style="list-style-type: none"> <li>➢ Error Type (by error code)</li> <li>➢ Count of each error type</li> <li>➢ Percent of each error type</li> <li>➢ Cumulative percent</li> <li>➢ Error Description</li> <li>➢ CLEC Caused Count of each error code</li> <li>➢ Percent of aggregate by CLEC caused count</li> <li>➢ Percent of CLEC by CLEC caused count</li> <li>➢ BST Caused Count of each error code</li> <li>➢ Percent of aggregate by BST caused count</li> <li>➢ Percent of BST by BST caused count</li> </ul> </li> </ul>	
<b>Level of Disaggregation:</b>	
Region	
<b><u>DATA RETAINED RELATING TO CLEC EXPERIENCE</u></b>	<b><u>DATA RETAINED RELATING TO BST EXPERIENCE</u></b>
<b><u>REPORT MONTH</u></b> <ul style="list-style-type: none"> <li>• Total number of LSRs received</li> <li>• Total number of errors by type ( by error code) <ul style="list-style-type: none"> <li>➢ CLEC caused error</li> </ul> </li> </ul>	<b><u>REPORT MONTH</u></b> <ul style="list-style-type: none"> <li>• Total number of errors by type (by error code) <ul style="list-style-type: none"> <li>➢ BST system error</li> </ul> </li> </ul>
<b>Retail Analog/Benchmark:</b>	

Not Applicable

**Attachment**  
**BellSouth Flow-through Analysis**  
**For CLECs LSRs placed via EDI or TAG**

	BellSouth Service Offered to CLEC via resale or UNE	Flow-through if no BST or CLEC Errors (Yes/No)	Complex Service (Yes/No)	Complex Order (Yes/No)	Design Service (Yes/No)	Can ordering this service cause fall out for a reason other than errors or complex? If so, what reason?
1	Flat Rate/Residence	Yes	No	No	no	
2	Flat Rate/Business	Yes	No	No	no	
3	Pay Phone Provider	No	No	No	no	
4	Measured Rate/Res.	Yes	No	No	no	
5	Measured Rate/Bus.	Yes	No	No	no	
6	Area Plus	Yes	No	No	no	
7	Package/Complete Choice and area plus	Yes	No	No	no	
8	Optional Calling Plan	Yes	No	No	no	
9	Ga. Community Calling	Yes	No	No	no	
10	Call Waiting Deluxe	Yes	No	No	no	
11	Call Waiting	Yes	No	No	no	
12	Caller ID	Yes	No	No	no	
13	Speed Calling	Yes	No	No	no	
14	3 Way Calling	Yes	No	No	no	
15	Call Forwarding-Variable	Yes	No	No	no	
16	Remote Access to CF	Yes	No	No	no	
17	Enhanced Caller ID	Yes	No	No	no	
18	Memory Call	Yes	No	No	no	
19	Memory Call Ans. Svc.	Yes	No	No	no	
20	MTS	Yes	No	No	no	
21	RCF	Yes	No	No	no	

22	Ringmaster	Yes	No	No	no	
23	Call Tracing	Yes	No	No	no	
24	Call Block	Yes	No	No	no	
25	Repeat Dialing	Yes	No	No	no	
26	Call Selector	Yes	No	No	no	
27	Call Return	Yes	No	No	no	
28	Preferred Call Forward	Yes	No	No	no	
29	Touchtone	Yes	No	No	no	
30	Visual Director	Yes	No	No	no	
31	INP (all types?)	Yes	UNE	No	no	
32	Unbundled Loop-Analog 2W, SL1, SL2	Yes	UNE	No	Yes-designed, no-non-designed	
33	2 wire analog port	Yes	UNE	No	no	
34	Local Number Portability (always?)	Yes	UNE	No	no	
35	Accupulse	No	Yes	Yes	yes	See note at bottom of matrix.
36	Basic Rate ISDN	No	Yes	Yes	yes	LSR electronically submitted; no flow through

	BellSouth Service Offered to CLEC via resale or UNE	Flow-through if no BST or CLEC Errors (Yes/No)	Complex Service (Yes/No)	Complex Order (Yes/No)	Design Service (Yes/No)	Can ordering this service cause fall out for a reason other than errors or complex? If so, what reason?
37	DID	No*	Yes	Yes	Yes	* yes with OSS'99
38	Frame Relay	No	Yes	Yes	yes	
39	Megalink	No	Yes	Yes	yes	
40	Megalink-T1	No	Yes	Yes	yes	
41	Native Mode LAN Interconnection (NMLI)	No	Yes	Yes	yes	
42	Pathlink Primary Rate ISDN	No	Yes	Yes	yes	
43	Synchronet	No	Yes	Yes	yes	LSR electronically submitted; no flow through
44	PBX Trunks	No	Yes	Yes	Yes	LSR electronically submitted; no flow through
45	LightGate	No	Yes	Yes	yes	
46	Smartpath	No	Yes	Yes	yes	
47	Hunting	No	Yes	no	no	LSR electronically submitted; no flow through
48	CENTREX	No	Yes	Yes	no	
49	FLEXSERV	No	Yes	Yes	yes	
50	Multiserv	No	Yes	Yes	yes	
51	Off-Prem Stations	No	Yes	Yes	yes	
52	SmartRING	No	Yes	Yes	yes	
53	FX	No	Yes	Yes	yes	
54	Tie Lines	No	Yes	Yes	Yes	
55	WATS	No	Yes	Yes	yes	
56	4 wire analog voice grade loop	No	UNE	Yes	yes-design ed, no-non-design ed	
57	4 wire DS1 & PRI digital loop	No	UNE	Yes	yes	

58	2 wire ISDN digital loop	No	UNE	Yes	yes	
59	4 wire DS1 & PRI digital loop	No	UNE	Yes	yes	
60	ADSL	No*	UNE	Yes	yes	* yes as of OSS'99?
61	HDSL	No	UNE	Yes	yes	
62	2 wire analog DID trunk port	No	UNE	Yes	Yes	
63	2 wire ISDN digital line side port	No	UNE	Yes	yes	
64	4 wire ISDN DSI digital trunk ports	No	UNE	Yes	yes	
65	UNE Combinations	y-loop+port	UNE	Yes	yes	
66	Directory Listings (simple)	No*	UNE	Yes	no	* yes as of OSS'99

	BellSouth Service Offered to CLEC via resale or UNE	Flow-through if no BST or CLEC Errors (Yes/No)	Complex Service (Yes/No)	Complex Order (Yes/No)	Design Service (Yes/No)	Can ordering this service cause fall out for a reason other than errors or complex? If so, what reason?
67	Directory Listings (complex)	No*	UNE	yes	no	* yes as of OSS'99, captions and indentions
68	ESSX	No	Yes	Yes	no	

Note for last column: For all services that indicate 'No' for flow-through, the following reasons, in addition to errors or complex services, also prompt manual handling: Expedites from CLECs, special pricing plans, for denials – restore and conversion or disconnect and conversion both required, partial migrations (although conversions-as-is flow through), class of service invalid in certain states with some TOS – e.g. gov't, or cannot be changed when changing main TN on C activity, low volume – e.g. activity type T=move, pending order review required, more than 25 business lines, restore or suspend for UNE combos, transfer of calls option for CLEC end user – fixed with release 6.0, new TN not yet posted to BOCRIS. All but the last one are unique to the CLEC environment.



## ORDERING

<b>Report/Measurement:</b>
Percent Rejected Service Requests
<b>Definition:</b>
Percent Rejected Service Request is the percent of total Local Service Requests (LSRs) received which are rejected due to error or omission. An LSR is considered valid when it is electronically submitted by the CLEC and passes LEO edit checks to insure the data received is correctly formatted and complete.
<b>Exclusions:</b>
Service Requests canceled by the CLEC prior to being rejected/clarified.
<b>Business Rules:</b>
<p><b>Fully Mechanized:</b> An LSR is considered "rejected" when it is submitted electronically but does not pass LEO edit checks in the ordering systems (EDI, TAG, LEO, LESOG) and is returned to the CLEC. There are two types of "Rejects" in the Mechanized category:</p> <ul style="list-style-type: none"><li>• A Fatal Reject occurs when a CLEC attempts to electronically submit an LSR but required fields are not populated correctly and the request is returned to the CLEC before it is considered an LSR.</li><li>• An Auto Clarification is a valid LSR, which is electronically submitted but rejected from LESOG because it does not pass further edit checks for order accuracy.</li></ul> <p><b>Partially Mechanized:</b> A valid LSR, which is electronically submitted (via EDI or TAG), but cannot be processed electronically and "falls out" for manual handling. It is then put into "clarification" and (rejected) sent back to the CLEC.</p> <p>Total Mechanized: Combination of Fully Mechanized and Partially Mechanized LSRs.</p> <p><b>Non Mechanized:</b> An LSR which is faxed or mailed to the LCSC for processing and is "clarified" (rejected) back to the CLEC by the BST service representative.</p> <p><b>LNP:</b> Under Development</p>
<b>Calculation</b>
Percent Rejected Service Requests = (Total Number of Rejected Service Requests) / (Total Number of Service Requests Received) X 100 during the month.
<b>Report Structure:</b>
<ul style="list-style-type: none"><li>• Fully Mechanized, Partially Mechanized, Total Mechanized, Non-Mechanized</li><li>• State and Region</li><li>• CLEC Specific</li><li>• CLEC Aggregate</li></ul>
<b>Level of Disaggregation:</b>
<ul style="list-style-type: none"><li>• Resale Residence</li><li>• Resale Business</li><li>• Resale Specials</li><li>• UNE</li></ul>

<ul style="list-style-type: none"> <li>• UNE Loop with NP</li> <li>• Other</li> <li>• Trunks</li> </ul>	
<b><u>DATA RETAINED RELATING TO CLEC EXPERIENCE:</u></b>	<b><u>DATA RETAINED RELATING TO BST PERFORMANCE:</u></b>
<ul style="list-style-type: none"> <li>• Report Month</li> <li>• Total number of LSRs</li> <li>• Total number of Rejects</li> <li>• Total Number of Errors</li> <li>• State and Region</li> </ul>	<ul style="list-style-type: none"> <li>• Report Month</li> <li>• Total number of LSRs</li> <li>• Total number of Errors</li> <li>• Adjusted Error Volume</li> <li>• State and Region</li> </ul>
<b><u>RETAIL ANALOG/BENCHMARK:</u></b>	
<b><u>BENCHMARK IS UNDER DEVELOPMENT. RETAIL ANALOG ALSO UNDER DEVELOPMENT.</u></b>	

**ORDERING**

<b>Report/Measurement:</b>
Reject Interval
<b>Definition:</b>
Reject Interval is the average reject time from receipt of an LSR to the distribution of a Reject. An LSR is considered valid when it is electronically submitted by the CLEC and passes LEO edit checks to insure the data received is correctly formatted and complete.
<b>Exclusions:</b>
Service Requests canceled by CLEC prior to being rejected/clarified
<b>Business Rules:</b>
<ul style="list-style-type: none"> <li>• <b>Fully Mechanized:</b> The elapsed time from receipt of a valid LSR (date and time stamp in EDI, TAG) until the LSR is rejected (date and time stamp of reject in LEO). Fatal Rejects and Auto Clarifications are considered in the Fully Mechanized category.</li> <li>• <b>Partially Mechanized:</b> The elapsed time from receipt of a valid LSR (date and time stamp in EDI, TAG) until it falls out for manual handling. The stop time on partially mechanized LSRs is when the LCSC Service Representative clarifies the LSR back to the CLEC via LEO.</li> <li>• <b>Total Mechanized</b> Combination of Fully Mechanized and Partially Mechanized LSRs.</li> <li>• <b>Non-Mechanized:</b> The elapsed time from receipt of a valid LSR (date and time stamp from FAX stamp) until notice of the reject is returned to the CLEC via LON.</li> <li>• <b>LNP:</b> Under development.</li> </ul>
<b>Calculation:</b>
Reject Interval = $\Sigma[(\text{Date and Time of Service Request Rejection}) - (\text{Date and Time of Service Request Receipt})] / (\text{Number of Service Requests Rejected in Reporting Period})$
<b>Report Structure:</b>
<ul style="list-style-type: none"> <li>• CLEC Specific</li> <li>• CLEC Aggregate</li> </ul>

<ul style="list-style-type: none"> <li>Fully Mechanized, Partially Mechanized, Total Mechanized, Non-Mechanized, Trunks</li> </ul>	
<b>Level of Disaggregation:</b>	
<ul style="list-style-type: none"> <li>Product Reporting Levels <ul style="list-style-type: none"> <li>➤ Interconnection Trunks</li> <li>➤ Resale – Residence</li> <li>➤ Resale – Business</li> <li>➤ Resale – Design</li> <li>➤ UNE Design</li> <li>➤ UNE Non- Design</li> <li>➤ UNE Loop with and w/o NP</li> </ul> </li> <li>Geographic Scope <ul style="list-style-type: none"> <li>➤ State, Region and further geographic disaggregation as required by State Commission Order</li> </ul> </li> <li>Mechanized: 0-4 minutes, 4-8 minutes, 8-12 minutes, 12-60 minutes, 0-1 hour 1-8 hours, 8-24 hours, &gt;24 hours.</li> <li>Non-mechanized: 0-1 hour, 1-4 hours, 4-8 hours, 8-12 hours, 12-16 hours, 16-20 hours, 20-24 hours &gt;24 hours</li> <li>Average Interval in Days.</li> <li>Trunks</li> </ul>	
<u><b>DATA RETAINED RELATING TO CLEC EXPERIENCE:</b></u>	<u><b>DATA RETAINED RELATING TO BST PERFORMANCE:</b></u>
<ul style="list-style-type: none"> <li>Report Month</li> <li>Reject Interval</li> <li>Total Number of LSRs</li> <li>Total number of Errors</li> <li>State and Region</li> </ul>	<ul style="list-style-type: none"> <li>Report Month</li> <li>Reject Interval</li> <li>Total number of LSRs</li> <li>Total number of Errors</li> <li>State and Region</li> </ul>
<b>Retail Analog/Benchmark:</b>	
Benchmark is under development. Retail Analog also under development.	

**ORDERING**

<b>Report/Measurement:</b>
Firm Order Confirmation Timeliness
<b>Definition:</b>
Interval for Return of a Firm Order Confirmation (FOC Interval) is the average response time from receipt of valid LSR to distribution of a firm order confirmation.
<b>Exclusions:</b>
<ul style="list-style-type: none"> <li>Rejected LSRs</li> <li>Partially Mechanized or Non-Mechanized LSRs received and/or FOCd outside of normal business hours.</li> </ul>
<b>Business Rules:</b>
<ul style="list-style-type: none"> <li><b>Mechanized</b> - The elapsed time from receipt of a valid electronically submitted LSR (date and time stamp in LENS, EDI, TAG) until the LSR is processed and appropriate service orders are generated in SOCS.</li> <li><b>Partially Mechanized</b> – The elapsed time from receipt of a valid electronically submitted LSR which falls out for manual handling by the LCSC personnel until</li> </ul>

appropriate service orders are issued by a BST service representative via Direct Order Entry (DOE) or Service Order Negotiation Generation System (SONGS) to SOCS.

- **Total Mechanized** - Combination of Fully Mechanized and Partially Mechanized LSRs
- **Non-Mechanized** - The elapsed time from receipt of a valid LSR (fax receive date and time stamp) until appropriate service orders are issued by BST service representative via Direct Order Entry (DOE) or Service Order Negotiation Generation System (SONGS) to SOCS.
- **LNP** – Under development.

**Calculation:**

Firm Order Confirmation Timeliness =  $\Sigma[(\text{Date and Time of Firm Order Confirmation}) - (\text{Date and Time of Service Request Receipt})] / (\text{Number of Service Requests Confirmed in Reporting Period})$

**Report Structure:**

- Fully Mechanized, Partially Mechanized, Total Mechanized, Non-Mechanized
- CLEC Specific
- CLEC Aggregate

**Level of Disaggregation:**

- Product Reporting Levels
  - Interconnection Trunks
  - Resale – Residence
  - Resale – Business
  - Resale – Design
  - UNE Design
  - UNE Non- Design
  - UNE Loop with and w/o NP
  - Trunks
- Geographic Scope
  - State, Region and further geographic disaggregation (MSA) as required by State Commission Order
- Mechanized: 0-15 minutes, 15-30 minutes, 30-45 minutes, 45-60 minutes, 60-90 minutes, 90-120 minutes, 120-240 minutes, 4-8 hours, 8-12 hours, 12-16 hours 16-20 hours, 20-24 hours, 24-48 hours, > 48 hours.
- Non-mechanized: 0-4 hours, 4-8 hours, 8-12 hours, 12-16 hours, 16-20 hours, 20-24 hours, 24-48 hours, > 48 hours.
- Trunks: 0-5 days, 6-8 days, 9-11 days, 12-14 days, 15-17 days, 18-20 days, > 20 days
  - < 10 and > 10 Circuits/Lines
  - Average Interval in Days.

**DATA RETAINED RELATING TO CLEC EXPERIENCE:**

- Report Month
- Interval for FOC
- Total number of LSRs
- State and Region

**DATA RETAINED RELATING TO BST PERFORMANCE:**

- Report Month
- Interval for FOC
- Total Number of LSRs
- State and Region

**Retail Analog/Benchmark:**

Benchmark is under development. Retail Analog also under development.

**ORDERING**

<b>Report/Measurement:</b>	
Speed of Answer in Ordering Center	
<b>Definition:</b>	
Measures the average time a customer is in queue.	
<b>Exclusions:</b>	
None	
<b>Business Rules:</b>	
The clock starts when the appropriate option is selected (i.e. 1 for Resale Consumer, 2 for Resale Multiline, and 3 for UNE-LNP, etc.) and the call enters the queue for that particular group in the LCSC. The clock stops when a BST service representative in the LCSC answers the call. The speed of answer is determined by measuring and accumulating the elapsed time from the entry of a CLEC call into the BellSouth automatic call distributor (ACD) until the a service representative in BSTs Local Carrier Service Center (LCSC) answers the CLEC call.	
<b>Calculation:</b>	
$(\text{Total time in seconds to reach the LCSC}) / (\text{Total Number of Calls})$ in the Reporting Period.	
<b>Report Structure:</b>	
<ul style="list-style-type: none"><li>• CLEC Aggregate</li><li>• BST Aggregate (Combination of Residence Service Center and Business Service Center data under development.)</li></ul>	
<b>Level of Disaggregation:</b>	
<ul style="list-style-type: none"><li>• CLEC Aggregate</li><li>• BST Aggregate (Combination of Residence Service Center and Business Service Center data under development.)</li></ul>	
<b><u>DATA RETAINED RELATING TO CLEC EXPERIENCE:</u></b>	<b><u>DATA RETAINED RELATING TO BST PERFORMANCE:</u></b>
<ul style="list-style-type: none"><li>• Mechanized tracking through LCSC Automatic Call Distributor</li></ul>	<ul style="list-style-type: none"><li>• Mechanized tracking through BST Retail center support systems</li></ul>
<b>Retail Analog/Benchmark:</b>	
For CLEC, Speed of Answer in Ordering Center (LCSC) is comparable to Speed of Answer in BST Business Offices.	

## PROVISIONING

<b>Report/Measurement:</b>
Mean Held Order Interval & Distribution Intervals
<b>Definition:</b>
When delays occur in completing CLEC orders, the average period that CLEC orders are held for BST reasons, pending a delayed completion, should be no worse for the CLEC when compared to BST delayed orders.
<b>Exclusions:</b>
<ul style="list-style-type: none"><li>• Any order canceled by the CLEC will be excluded from this measurement.</li><li>• Order Activities of BST associated with internal or administrative use of local services.</li></ul>
<b>Business Rules:</b>
<p><b>Mean Held Order Interval:</b> This metric is computed at the close of each report period. The held order interval is established by first identifying all orders, at the close of the reporting interval, that both have not been reported as completed in SOCS and have passed the currently committed due date for the order. For each such order, the number of calendar days between the committed due date and the close of the reporting period is established and represents the held order interval for that particular order. The held order interval is accumulated by the standard groupings, unless otherwise noted, and the reason for the order being held. The total number of days accumulated in a category is then divided by the number of held orders within the same category to produce the mean held order interval.</p> <p>CLEC Specific reporting is by type of held order (facilities, equipment, other), total number of orders held, and the total and average days.</p> <p><b>Held Order Distribution Interval:</b> This measure provides data to report total days held and identifies these in categories of &gt;15 days and &gt; 90 days. (orders counted in &gt;90 days are also included in &gt;15 days).</p>
<b>Calculation:</b>
<p><b>Mean Held Order Interval:</b> <math>\nearrow (\text{Reporting Period Close Date} - \text{Committed Order Due Date}) / (\text{Number of Orders Pending and Past The Committed Due Date})</math> for all orders pending and past the committed due date.</p> <p><b>Held Order Distribution Interval:</b> <math>(\# \text{ of Orders Held for } \downarrow 90 \text{ days}) / (\text{Total } \# \text{ of Orders Pending But Not Completed}) \times 100</math> <math>(\# \text{ of Orders Held for } \downarrow 15 \text{ days}) / (\text{Total } \# \text{ of Orders Pending But Not Completed}) \times 100</math></p>
<b>Report Structure:</b>
<ul style="list-style-type: none"><li>• CLEC Specific</li><li>• CLEC Aggregate</li><li>• BST Aggregate</li></ul>
<b>Level of Disaggregation:</b>
<ul style="list-style-type: none"><li>• Product Reporting Levels<ul style="list-style-type: none"><li>➢ POTS – Residence</li><li>➢ POTS – Business</li><li>➢ DESIGN</li><li>➢ PBX</li></ul></li></ul>

- CENTREX
- ISDN
- UNE 2 Wire Loop with NP (Design and Non-Design)
- UNE 2 Wire Loop without NP (Design and Non-Design)
- UNE Loop Other with NP (Design and Non-Design)
- UNE Loop Other without NP (Design and Non-Design)
- UNE Other (Design and Non-Design)
- Switching (Under development)
- Local Transport (Under development)
- Combos (Under development)
- NP (Under development as separate category)
- Local Interconnection Trunks
- Geographic Scope
  - State, Region, and further geographic disaggregation (MSA) as required by State Commission Order



**PROVISIONING – (Mean Held Order Interval & Distribution Intervals – Continued)**

<b><u>DATA RETAINED RELATING TO CLEC EXPERIENCE</u></b>	<b><u>DATA RETAINED RELATING TO BST EXPERIENCE</u></b>
<ul style="list-style-type: none"> <li>• Report Month</li> <li>• CLEC Order Number and PON (PON)</li> <li>• Order Submission Date (TICKET_ID)</li> <li>• Committed Due Date (DD)</li> <li>• Service Type(CLASS_SVC_DESC)</li> <li>• Hold Reason</li> <li>• Total line/circuit count (under development)</li> <li>• Geographic Scope</li> </ul> <p><b>NOTE:</b> Code in parentheses is the corresponding header found in the raw data file.</p>	<ul style="list-style-type: none"> <li>• Report Month</li> <li>• BST Order Number</li> <li>• Order Submission Date</li> <li>• Committed Due Date</li> <li>• Service Type</li> <li>• Hold Reason</li> <li>• Geographic Scope</li> </ul>
<p><b>Retail Analog/Benchmark:</b></p> <p>CLEC Residence Resale / BST Residence Retail            CLEC Business Resale / BST Business Retail            CLEC Design / BST Design            CLEC PBX, CENTREX, ISDN/ BST PBX, CENTREX, ISDN            Interconnection Trunks-CLEC / Interconnection Trunks –BST            UNEs-Retail Analog (under development at this time)</p>	

## PROVISIONING

<b>Report/Measurement:</b>
Average Jeopardy Notice Interval & Percentage of Orders Given Jeopardy Notice
<b>Definition:</b>
When BST can determine in advance that a committed due date is in jeopardy, it will provide advance notice to the CLEC.
<b>Exclusions:</b>
<ul style="list-style-type: none"><li>• Any order canceled by the CLEC will be excluded from this measurement</li><li>• Orders held for CLEC end user reasons</li><li>• Orders submitted to BST through non-mechanized methods</li></ul>
<b>Business Rules:</b>
When BST can determine in advance that a committed due date is in jeopardy it will provide advance notice to the CLEC. The number of committed orders in a report period is the number of orders that have a due date in the reporting period.
<b>Calculation:</b>
<b>Average Jeopardy Interval</b> = $\Rightarrow$ [(Date and Time of Scheduled Due Date on Service Order) - (Date and Time of Jeopardy Notice)]/[Number of Orders Notified of Jeopardy in Reporting Period].
<b>Percent of Orders Given Jeopardy Notice</b> = $\Rightarrow$ [(Number of Orders Given Jeopardy Notices in Reporting Period) / (Number of Orders Confirmed (due) in Reporting Period)]
<b>Report Structure:</b>
<ul style="list-style-type: none"><li>• CLEC Specific and CLEC Aggregate</li><li>• BST Aggregate (under development with estimated release date of 8/15/99 for June reporting)</li></ul>
<b>Level of Disaggregation:</b>
<ul style="list-style-type: none"><li>• Product Reporting Levels<ul style="list-style-type: none"><li>➤ POTS – Residence</li><li>➤ POTS – Business</li><li>➤ DESIGN</li><li>➤ PBX</li><li>➤ CENTREX</li><li>➤ ISDN</li><li>➤ UNE 2 Wire Loop with NP (Design and Non-Design)</li><li>➤ UNE 2 Wire Loop without NP (Design and Non-Design)</li><li>➤ UNE Loop Other with NP (Design and Non-Design)</li><li>➤ UNE Loop Other without NP (Design and Non-Design)</li><li>➤ UNE Other (Design and Non-Design)</li><li>➤ Switching (Under development)</li><li>➤ Local Transport (Under development)</li><li>➤ Combos (Under development)</li><li>➤ NP (Under development as separate category)</li><li>➤ Local Interconnection Trunks</li></ul></li><li>➤ Geographic Scope<ul style="list-style-type: none"><li>➤ State, Region, and further geographic disaggregation (MSA) as required by State Commission Order</li></ul></li></ul>

<p><b><u>DATA RETAINED RELATING TO CLEC EXPERIENCE</u></b></p> <ul style="list-style-type: none"> <li>• Report Month</li> <li>• CLEC Order Number and PON</li> <li>• Date and Time Jeopardy Notice sent</li> <li>• Committed Due Date</li> <li>• Service Type</li> </ul> <p><b>NOTE:</b> Code in parentheses is the corresponding header found in the raw data file.</p>	<p><b><u>DATA RETAINED RELATING TO BST EXPERIENCE</u></b></p> <ul style="list-style-type: none"> <li>• Report Month</li> <li>• CLEC Order Number and PON</li> <li>• Date and Time Jeopardy Notice sent</li> <li>• Committed Due Date</li> <li>• Service Type</li> </ul> <p><b>NOTE:</b> Code in parentheses is the corresponding header found in the raw data file.</p>
<p><b>Retail Analog/Benchmark:</b></p>	
<p>Retail Analog</p>	

**PROVISIONING**

<p><b>Report/Measurement:</b></p>
<p>Percent Missed Installation Appointments</p>
<p><b>Definition:</b></p>
<p>“Percent missed installation appointments” monitors the reliability of BST commitments with respect to committed due dates to assure that CLECs can reliably quote expected due dates to their retail customer as compared to BST.</p>
<p><b>Exclusions:</b></p>
<ul style="list-style-type: none"> <li>• Canceled Service Orders</li> <li>• Order Activities of BST or the CLEC associated with internal or administrative use of local services (Record Orders, Test Orders, etc.)</li> <li>• Disconnect (D) &amp; From (F) orders</li> </ul>
<p><b>Business Rules:</b></p>
<p>Percent Missed Installation Appointments (MA) is the percentage of total orders processed for which BST is unable to complete the service orders on the committed due dates. Missed Appointments caused by end-user reasons will be included and reported separately. A business day is any time period within the same date frame, which means there cannot be a cutoff time for commitments as certain types of orders are requested to be worked after standard business hours. Also, during Daylight Savings Time, field technicians are scheduled until 9PM in some areas and the customer is offered a greater range of intervals from which to select.</p>
<p><b>Calculation:</b></p>
<p>Percent Missed Installation Appointments = <math>\frac{\text{Number of Orders Not Complete by Committed Due Date in Reporting Period}}{\text{Number of Orders Completed in Reporting Period}} \times 100</math></p>
<p><b>Report Structure:</b></p>
<ul style="list-style-type: none"> <li>• CLEC Specific</li> <li>• CLEC Aggregate</li> <li>• BST Aggregate</li> </ul>

**Report explanation:** The difference between End User MA and Total MA is the result of BST caused misses. Here, Total MA is the total % of orders missed either by BST or CLEC end user and End User MA represents the percentage of orders missed by the end user.

**Level of Disaggregation:**

- Reported in categories of <10 line/circuits; > 10 line/circuits
- Dispatch / No Dispatch
- Product Reporting Levels
  - POTS – Residence
  - POTS – Business
  - DESIGN
  - PBX
  - CENTREX
  - ISDN
  - UNE 2 Wire Loop with NP (Design and Non-Design)
  - UNE 2 Wire Loop without NP (Design and Non-Design)
  - UNE Loop Other with NP (Design and Non-Design)
  - UNE Loop Other without NP (Design and Non-Design)
  - UNE Other (Design and Non-Design)
  - Switching (Under development)
  - Local Transport (Under development)
  - Combos (Under development)
  - NP (Under development as separate category)
  - Local Interconnection Trunks
  - Geographic Scope
    - State, Region, and further geographic disaggregation (MSA) as required by State Commission Order

**PROVISIONING (Percent Missed Installation Appointments – Continued)**

<b><u>DATA RETAINED RELATING TO CLEC EXPERIENCE</u></b>	<b><u>DATA RETAINED RELATING TO BST EXPERIENCE</u></b>
<ul style="list-style-type: none"> <li>• Report Month</li> <li>• CLEC Order Number and PON (PON)</li> <li>• Committed Due Date (DD)</li> <li>• Completion Date (CMPLTN DD)</li> <li>• Status Type</li> <li>• Status Notice Date</li> <li>• Standard Order Activity</li> <li>• Geographic Scope</li> </ul> <p><b>NOTE:</b> Code in parentheses is the corresponding header found in the raw data file.</p>	<ul style="list-style-type: none"> <li>• Report Month</li> <li>• BST Order Number</li> <li>• Committed Due Date</li> <li>• Completion Date</li> <li>• Status Type</li> <li>• Status Notice Date</li> <li>• Standard Order Activity</li> <li>• Geographic Scope</li> </ul>
<p><b>Retail Analog/Benchmark:</b></p>	
<p>CLEC Residence Resale / BST Residence Retail            CLEC Business Resale / BST Business Retail            CLEC Design / BST Design            CLEC PBX, CENTREX, ISDN/ BST PBX, CENTREX, ISDN            Interconnection Trunks-CLEC / Interconnection Trunks –BST            UNEs-Retail Analog (under development at this time)</p>	

## PROVISIONING

<b>Report/Measurement :</b>
Average Completion Interval (OCI) & Order Completion Interval Distribution
<b>Definition:</b>
The "average completion interval" measure monitors the interval of time it takes BST to provide service for the CLEC or its' own customers. The "Order Completion Interval Distribution" provides the percentage of orders completed within certain time periods.
<b>Exclusions:</b>
<ul style="list-style-type: none"><li>• Canceled Service Orders</li><li>• Order Activities of BST or the CLEC associated with internal or administrative use of local services</li><li>• (Record Orders, Test Orders, etc.)</li><li>• D (Disconnect) and F (From) orders. (From is disconnect side of a move order when the customer moves to a new address).</li><li>• "L" Appointment coded orders (where the customer has requested a later than offered interval)</li></ul>
<b>Business Rules:</b>
The actual completion interval is determined for each order processed during the reporting period. The Completion interval is the elapsed time from when the order is electronically entered into SOCS after the FOC on a CLEC order, or the date time stamp receipt into SOCS by BST on retail orders to the order completion date. The clock starts when a valid order number is assigned by SOCS and stops when the technician or system completes the order in SOCS. Elapsed time for each order is accumulated for each reporting dimension. The accumulated time for each reporting dimension is then divided by the associated total number of orders completed
<b>Calculation :</b>
<b>Average Completion Interval:</b> $\frac{\sum [(Completion Date \& Time) - (Order Issue Date \& Time)]}{\sum (Count of Orders Completed in Reporting Period)}$
<b>Order Completion Interval Distribution:</b> $\frac{\sum (Service Orders Completed in "X" days)}{(\text{Total Service Orders Completed in Reporting Period})} \times 100$
<b>Report Structure:</b>
<ul style="list-style-type: none"><li>• CLEC Specific</li><li>• CLEC Aggregate</li><li>• BST Aggregate</li></ul>
<b>Level of Disaggregation:</b>
<ul style="list-style-type: none"><li>• Dispatch/No Dispatch categories applicable to all levels except trunks.</li><li>• Residence &amp; Business reported in day intervals = 0,1,2,3,4, 5, 5+</li><li>• UNE and Design reported in day intervals = 0-5, 5-10, 10-15, 15-20, 20-25, 25-30, 30+</li><li>• All Levels are reported &lt;10 line/circuits; &gt;10 line/circuits</li><li>• Product Reporting Levels<ul style="list-style-type: none"><li>➤ POTS – Residence</li></ul></li></ul>

- POTS – Business
- DESIGN
- PBX
- CENTREX
- ISDN
- UNE 2 Wire Loop with NP (Design and Non-Design)
- UNE 2 Wire Loop without NP (Design and Non-Design)
- UNE Loop Other with NP (Design and Non-Design)
- UNE Loop Other without NP (Design and Non-Design)
- UNE Other (Design and Non-Design)
- Switching (Under development)
- Local Transport (Under development)
- Combos (Under development)
- NP (Under development as separate category)
- Local Interconnection Trunks
- Geographic Scope
  - State, Region, and further geographic disaggregation (MSA) as required by State Commission Order

**PROVISIONING -**

**(Average Completion Interval (OCI) & Order Completion Interval Distribution - Continued)**

<b><u>DATA RETAINED RELATING TO CLEC EXPERIENCE</u></b>	<b><u>DATA RETAINED RELATING TO BST EXPERIENCE</u></b>
<ul style="list-style-type: none"><li>• Report Month</li><li>• CLEC Company Name</li><li>• Order Number (PON)</li><li>• Submission Date &amp; Time (TICKET_ID)</li><li>• Completion Date (CMPLTN_DT)</li><li>• Service Type (CLASS_SVC_DESC)</li><li>• Geographic Scope</li></ul> <p><b>NOTE:</b> Code in parentheses is the corresponding header found in the raw data file.</p>	<ul style="list-style-type: none"><li>• Report Month</li><li>• CLEC Order Number</li><li>• Order Submission Date &amp; Time</li><li>• Order Completion Date &amp; Time</li><li>• Service Type</li><li>• Geographic Scope</li></ul>
<b><u>RETAIL ANALOG/BENCHMARK</u></b>	
CLEC Residence Resale / BST Residence Retail CLEC Business Resale / BST Business Retail CLEC Non-UNE Design / BST Design CLEC PBX, CENTREX, ISDN/ BST PBX, CENTREX, ISDN Interconnection Trunks-CLEC / Interconnection Trunks-BST UNEs-Retail Analog (under development at this time)	



## PROVISIONING

<b>Report/Measurement:</b>
Average Completion Notice Interval
<b>Definition:</b>
The Completion Notice Interval is the elapsed time between the BST reported completion of work and the issuance of a valid completion notice to the CLEC.
<b>Exclusions:</b>
<ul style="list-style-type: none"><li>• Non-mechanized Orders</li><li>• Cancelled Service Orders</li><li>• Order Activities of BST associated with internal or administrative use of local services</li><li>• D &amp; F orders</li></ul>
<b>Business Rules:</b>
Measurement of interval of completion date and time by a field technician on dispatched orders, and 5PM on the due date for non-dispatched orders; to the release of a notice to the CLEC/BST of the completion status. The field technician notifies the CLEC by telephone the work was complete and then he enters the completion information and completion time in his computer. This information switches through to the SOCS systems either completing the order or rejecting the order to the Work Management Center (WMC). If the completion is rejected, it is manually corrected and then completed by the WMC. The notice is returned on each individual order submitted and as the notice is sent electronically, it can only be switched to those orders that were submitted by the CLEC electronically.
<b>Calculation:</b>
$\frac{\Sigma (\text{Date and Time of Notice of Completion}) - (\text{Date and Time of Work Completion})}{(\text{Number of Orders Completed in Reporting Period})}$
<b>Report Structure:</b>
<ul style="list-style-type: none"><li>• CLEC Specific</li><li>• CLEC Aggregate</li><li>• BST Aggregate (in development-expected release date 08/15/99 reporting)</li></ul>
<b>Level of Disaggregation:</b>
<ul style="list-style-type: none"><li>• Reporting intervals in Hours: 0-1, 1-2, 2-4, 4-8, 8-12, 12-24, &gt; 24, plus Overall Average Hour Interval</li><li>• Reported in categories of &lt;10 line/circuits; &gt; 10 line/circuits</li><li>• Product Reporting Levels<ul style="list-style-type: none"><li>➤ POTS – Residence</li><li>➤ POTS – Business</li><li>➤ DESIGN</li><li>➤ PBX</li><li>➤ CENTREX</li><li>➤ ISDN</li><li>➤ UNE 2 Wire Loop with NP (Design and Non-Design)</li><li>➤ UNE 2 Wire Loop without NP (Design and Non-Design)</li><li>➤ UNE Loop Other with NP (Design and Non-Design)</li><li>➤ UNE Loop Other without NP (Design and Non-Design)</li></ul></li></ul>

- UNE Other (Design and Non-Design)
- Switching (Under development)
- Local Transport (Under development)
- Combos (Under development)
- NP (Under development as separate category)
- Local Interconnection Trunks
- Geographic Scope
  - State, Region, and further geographic disaggregation (MSA) as required by State Commission Order

**PROVISIONING – (Average Completion Notice Interval- Continued)**

<b><u>DATA RETAINED RELATING TO CLEC EXPERIENCE</u></b>	<b><u>DATA RETAINED RELATING TO BST EXPERIENCE</u></b>
<ul style="list-style-type: none"> <li>• Report Month</li> <li>• CLEC Order Number</li> <li>• Work Completion Date</li> <li>• Work Completion Time</li> <li>• Completion Notice Availability Date</li> <li>• Completion Notice Availability Time</li> <li>• Service Type</li> <li>• Activity Type</li> <li>• Geographic Scope</li> </ul> <p><b>NOTE:</b> Code in parentheses is the corresponding header found in the raw data file.</p>	<ul style="list-style-type: none"> <li>• Report Month</li> <li>• Service Order Number</li> <li>• Work Completion Date</li> <li>• Work Completion Time</li> <li>• Completion Notice Availability Date</li> <li>• Completion Notice Availability Time</li> <li>• Service Type</li> <li>• Activity Type</li> <li>• Geographic Scope</li> </ul> <p><b>NOTE:</b> Code in parentheses is the corresponding header found in the raw data file.</p>
<b>Retail Analog/Benchmark:</b>	
Retail Analog	

**PROVISIONING**

<b>Report/Measurement:</b>	
Coordinated Customer Conversions	
<b>Definition:</b>	
This category measures the average time it takes BST to disconnect an unbundled loop from the BST switch and cross connect it to a CLEC's equipment. This measurement applies to service orders with and without NP, and where the CLEC has requested BST to provide a coordinated cutover.	
<b>Exclusions:</b>	
<ul style="list-style-type: none"> <li>• Any order canceled by the CLEC will be excluded from this measurement.</li> <li>• Delays due to CLEC following disconnection of the unbundled loop</li> <li>• Unbundled Loops where there is no existing subscriber loop</li> </ul>	
<b>Business Rules:</b>	
Where the service order includes NP, the interval includes the total time for the cutover including the translation time to place the line back in service on the ported line. The interval is calculated for the entire cutover time for the service order and then divided by items worked in that time to give the average per item interval for each service order.	
<b>Calculation:</b>	
$\nearrow \frac{[(\text{Completion Date and Time for Cross Connection of an Unbundled Loop}) - (\text{Disconnection Date and Time of an Unbundled Loop})]}{\text{Total Number of Unbundled Loop Items for the reporting period.}}$	
<b>Report Structure:</b>	
<ul style="list-style-type: none"> <li>• CLEC Specific</li> <li>• CLEC Aggregate</li> <li>•</li> </ul>	
<b>Level of Disaggregation:</b>	
<ul style="list-style-type: none"> <li>• Reported in intervals &lt;=5 minutes; &gt;5,&lt;15 minutes; &gt;15 minutes, plus Overall Average interval</li> <li>• Product Reporting Levels <ul style="list-style-type: none"> <li>➢ UNE Loops without NP</li> <li>➢ UNE Loops with NP</li> <li>➢ Geographic Scope <ul style="list-style-type: none"> <li>➢ State, Region, and further geographic disaggregation as required by State Commission Order</li> </ul> </li> </ul> </li> </ul>	
<b><u>DATA RETAINED RELATING TO CLEC EXPERIENCE</u></b>	<b><u>DATA RETAINED RELATING TO BST EXPERIENCE</u></b>
<ul style="list-style-type: none"> <li>• Report Month</li> <li>• CLEC Order Number</li> <li>• Committed Due Date (DD)</li> <li>• Service Type (CLASS_SVC_DESC)</li> <li>• Cutover Start Time</li> <li>• Cutover Completion time</li> </ul>	<ul style="list-style-type: none"> <li>• No BST Analog Exists</li> </ul>

- Portability start and completion times (NP Orders)
- Total Items

**NOTE:** Code in parentheses is the corresponding header found in the raw data file.

**Retail Analog/Benchmark:**

There is no retail analog for this measurement because it measures cutting loops to the CLEC.

Benchmark under development.

## PROVISIONING

<b>Report/Measurement:</b>
% Provisioning Troubles within 30 days of Service Order Activity
<b>Definition:</b>
Percent Provisioning Troubles within 30 days of Installation measures the quality and accuracy of installation activities.
<b>Exclusions:</b>
<ul style="list-style-type: none"><li>• Canceled Service Orders</li><li>• Order Activities of BST or the CLEC associated with internal or administrative use of local services (R Orders, Test Orders, etc.)</li><li>• D &amp; F orders</li></ul>
<b>Business Rules:</b>
Measures the quality and accuracy of completed orders. The first trouble report from a service order after completion is counted in this measure. Subsequent trouble reports are measured in Repeat Report Rate. Reports are calculated searching in the prior report period for completed service orders and following 30 days after completion for a trouble report. D & F orders are excluded as there is no subsequent activity following a disconnect.
<b>Calculation:</b>
$\% \text{ Provisioning Troubles within 30 days of Service Order Activity} = \frac{\text{Trouble reports on all completed orders} \Rightarrow \text{30 days following service order(s) completion}}{\text{All Service Orders completed in the calendar month}} \times 100$
<b>Report Structure:</b>
<ul style="list-style-type: none"><li>• CLEC Specific</li><li>• CLEC Aggregate</li><li>• BST Aggregate</li></ul>
<b>Level of Disaggregation:</b>
<ul style="list-style-type: none"><li>• Reported in categories of &lt;10 line/circuits; &gt; 10 line/circuits</li><li>• Dispatch / No Dispatch</li><li>• Product Reporting Levels<ul style="list-style-type: none"><li>➤ POTS – Residence</li><li>➤ POTS – Business</li><li>➤ DESIGN</li><li>➤ PBX</li><li>➤ CENTREX</li><li>➤ ISDN</li><li>➤ UNE 2 Wire Loop with NP (Design and Non-Design)</li><li>➤ UNE 2 Wire Loop without NP (Design and Non-Design)</li><li>➤ UNE Loop Other with NP (Design and Non-Design)</li><li>➤ UNE Loop Other without NP (Design and Non-Design)</li><li>➤ UNE Other (Design and Non-Design)</li><li>➤ Switching (Under development)</li><li>➤ Local Transport (Under development)</li><li>➤ Combos (Under development)</li><li>➤ NP (Under development as separate category)</li></ul></li></ul>

- Local Interconnection Trunks
- Geographic Scope
- State, Region, and further geographic disaggregation (MSA) as required by State Commission Order

**PROVISIONING – (% Provisioning Troubles within 30 days of Service Order Activity – Continued)**

<b><u>DATA RETAINED RELATING TO CLEC EXPERIENCE</u></b>	<b><u>DATA RETAINED RELATING TO BST EXPERIENCE</u></b>
<ul style="list-style-type: none"> <li>• Report Month</li> <li>• CLEC Order Number and PON</li> <li>• Order Submission Date(TICKET_ID)</li> <li>• Order Submission Time (TICKET_ID)</li> <li>• Status Type</li> <li>• Status Notice Date</li> <li>• Standard Order Activity</li> <li>• Geographic Scope</li> </ul> <p><b>NOTE:</b> Code in parentheses is the corresponding header found in the raw data file.</p>	<ul style="list-style-type: none"> <li>• Report Month</li> <li>• BST Order Number</li> <li>• Order Submission Date</li> <li>• Order Submission Time</li> <li>• Status Type</li> <li>• Status Notice Date</li> <li>• Standard Order Activity</li> <li>• Geographic Scope</li> </ul>
<p><b>Retail Analog/Benchmark:</b></p> <p>CLEC Residence Resale / BST Residence Retail            CLEC Business Resale / BST Business Retail            CLEC Design / BST Design            CLEC PBX, CENTREX, ISDN/ BST PBX, CENTREX, ISDN            Interconnection Trunks-CLEC / Interconnection Trunks –BST            UNEs-Retail Analog (Under Development at this time)</p>	



## PROVISIONING

<b>Report/Measurement :</b>
Total Service Order Cycle Time (TSOCT) (under development 3Q99)
<b>Definition:</b>
This is a new measurement under development to measure the total service order cycle time from receipt of a valid service order request to the completion of the service order.
<b>Exclusions:</b>
<ul style="list-style-type: none"><li>• Canceled Service Orders</li><li>• Order Activities of BST or the CLEC associated with internal or administrative use of local services</li><li>• (Record Orders, Test Orders, etc.)</li><li>• D (Disconnect) and F (From) orders. (From is disconnect side of a move order when the customer moves to a new address).</li><li>• "L" Appointment coded orders (where the customer has requested a later than offered interval)</li><li>• Orders with CLEC/Subscriber caused delays or CLEC/Subscriber requested due date changes.</li></ul>
<b>Business Rules:</b>
<p>The interval is determined for each order processed during the reporting period. This measurement combines two reports: FOC (Firm Order Confirmation) with Average Order Completion Interval.</p> <p>This interval starts with the receipt of a valid service order request and stops when the technician or system completes the order in SOCS. Elapsed time for each order is accumulated for each reporting dimension. The accumulated time for each reporting dimension is then divided by the associated total number of orders completed</p>
<b>Calculation :</b>
Total Service Order Cycle Time (under development)
<b>Report Structure:</b>
<ul style="list-style-type: none"><li>• CLEC Specific</li><li>• CLEC Aggregate</li><li>• BST Aggregate</li></ul>
<b>Level of Disaggregation:</b>
<ul style="list-style-type: none"><li>• ISDN Orders included in Non Design - GA Only</li><li>• Dispatch/No Dispatch categories applicable to all levels except trunks.</li><li>• Intervals under development</li><li>• Product Reporting Levels<ul style="list-style-type: none"><li>➤ Interconnection Trunks</li><li>➤ POTS – Residence</li><li>➤ POTS – Business</li><li>➤ DESIGN</li></ul></li></ul>

- PBX
- CENTREX
- ISDN
- UNE 2 Wire Loop with NP (Design and Non-Design)
- UNE 2 Wire Loop without NP (Design and Non-Design)
- UNE Loop Other with NP (Design and Non-Design)
- UNE Loop Other without NP (Design and Non-Design)
- UNE Other (Design and Non-Design)
- Switching (Under development)
- Local Transport (Under development)
- Combos (Under development)
- NP (Under development as separate category)
- Local Interconnection Trunks
  - Geographic Scope
    - State, Region and further geographic disaggregation as required by State Commission Order

**PROVISIONING – (Total Service Order Cycle Time (TSOCT) – Continued**

<b><u>DATA RETAINED RELATING TO CLEC EXPERIENCE</u></b>	<b><u>DATA RETAINED RELATING TO BST EXPERIENCE</u></b>
<ul style="list-style-type: none"> <li>• Report Month</li> <li>• Interval for FOC</li> <li>• CLEC Company Name</li> <li>• Order Number (PON)</li> <li>• Submission Date &amp; Time (TICKET_ID)</li> <li>• Completion Date (CMPLTN_DT)</li> <li>• Service Type (CLASS_SVC_DESC)</li> <li>• Geographic Scope</li> </ul> <p><b>NOTE:</b> Code in parentheses is the corresponding header found in the raw data file.</p>	<ul style="list-style-type: none"> <li>• Report Month</li> <li>• CLEC Order Number</li> <li>• Order Submission Date &amp; Time</li> <li>• Order Completion Date &amp; Time</li> <li>• -Service Type</li> <li>• Geographic Scope</li> </ul>
<b>Retail Analog/Benchmark</b>	
Under development (BST retail analog available at this time would be Average Completion Interval)	

## MAINTENANCE & REPAIR

<b>Report/Measurement:</b>
Missed Repair Appointments
<b>Definition:</b>
The percent of trouble reports not cleared by the committed date and time.
<b>Exclusions:</b>
<ul style="list-style-type: none"><li>• Trouble tickets canceled at the CLEC request.</li><li>• BST trouble reports associated with internal or administrative service.</li><li>• Customer Provided Equipment (CPE) troubles or CLEC Equipment Trouble.</li></ul>
<b>Business Rules:</b>
The negotiated commitment date and time is established when the repair report is received. The cleared time is the date and time that BST personnel clear the trouble and closes the trouble report in his Computer Access Terminal (CAT) or workstation. If this is after the Commitment time, the report is flagged as a "Missed Commitment" or a missed repair appointment. When the data for this measure is collected for BST and a CLEC, it can be used to compare the percentage of the time repair appointments are missed due to BST reasons. Note: Appointment intervals vary with force availability in the POTS environment. Specials and Trunk intervals are standard interval appointments of no greater than 24 hours.
<b>Calculation:</b>
Percentage of Missed Repair Appointments = $\frac{\Sigma (\text{Count of Customer Troubles Not Cleared by the Quoted Commitment Date and Time})}{\Sigma (\text{Total Trouble reports closed in Reporting Period})} \times 100$
<b>Report Structure:</b>
<ul style="list-style-type: none"><li>• CLEC Specific</li><li>• CLEC Aggregate</li><li>• BST Aggregate</li></ul>
<b>Level of Disaggregation:</b>
<b>ISDN Troubles included in Non-Design – GA ONLY</b> <ul style="list-style-type: none"><li>• Product Reporting Levels<ul style="list-style-type: none"><li>➢ POTS – Residence, Business</li><li>➢ Design</li><li>➢ PBX, CENTREX and ISDN</li><li>➢ UNE 2 Wire Loop (Design and Non – Design)</li><li>➢ UNE Loop Other (Design and Non Design)</li><li>➢ UNE Other (Design and Non – Design)</li><li>➢ Switching, Local Transport and Combos (under development)</li><li>➢ Local Interconnection Trunks</li></ul></li><li>• Dispatch/No Dispatch categories applicable to all product levels</li><li>• Geographic Scope<ul style="list-style-type: none"><li>➢ State, Region and further geographic disaggregation as required by State Commission Order (e.g. Metropolitan Service Area - MSA)</li></ul></li></ul>

<u>DATA RETAINED RELATING TO CLEC EXPERIENCE</u>	<u>DATA RETAINED RELATING TO BST EXPERIENCE</u>
<ul style="list-style-type: none"> <li>• Report Month</li> <li>• CLEC Company Name</li> <li>• Submission Date &amp; Time (TICKET_ID)</li> <li>• Completion Date (CMPLTN_DT)</li> <li>• Service Type (CLASS_SVC_DESC)</li> <li>• Disposition and Cause (CAUSE_CD &amp; CAUSE_DESC)</li> <li>• Geographic Scope</li> </ul> <p><b>NOTE:</b> Code in parentheses is the corresponding header found in the raw data file.</p>	<ul style="list-style-type: none"> <li>• Report Month</li> <li>• BST Company Code</li> <li>• Submission Date &amp; Time</li> <li>• Completion Date</li> <li>• Service Type</li> <li>• Disposition and Cause (Non-Design / Non-Special Only)</li> <li>• Trouble Code (Design and Trunking Services)</li> <li>• Geographic Scope</li> </ul>

**MAINTENANCE & REPAIR – (Missed Repair Appointments – Continued)**

<b>Retail Analog/Benchmark</b>
<p>CLEC Residence-Resale / BST Residence-Retail  CLEC Business-Resale / BST Business-Retail  CLEC Design-Resale / BST Design-Retail  CLEC PBX, Centrex, and ISDN Resale/ BST PBX, Centrex, and ISDN Retail  CLEC Trunking-Resale / BST Trunking-Retail  UNEs - Retail Analog (under development at this time.)</p>

**MAINTENANCE & REPAIR**

<b>Report/Measurement:</b>	
Customer Trouble Report Rate	
<b>Definition:</b>	
Initial and repeated customer direct or referred troubles reported within a calendar month per 100 lines/ circuits in service.	
<b>Exclusions:</b>	
<ul style="list-style-type: none"> <li>• Trouble tickets canceled at the CLEC request.</li> <li>• BST trouble reports associated with administrative service.</li> <li>• Customer provided Equipment (CPE) troubles or CLEC equipment troubles.</li> </ul>	
<b>Business Rules:</b>	
Customer Trouble Report Rate is computed by accumulating the number of maintenance initial and repeated trouble reports during the reporting period. The resulting number of trouble reports are divided by the total "number of service" lines, ports or combination of existing for the CLEC's and BST respectively at the end of the report month.	
<b>Calculation:</b>	
Customer Trouble Report Rate = (Count of Initial and Repeated Trouble Reports in the Current Period) / (Number of Service Access Lines in service at End of the Report Period) X 100	
<b>Report Structure:</b>	
<ul style="list-style-type: none"> <li>• CLEC Specific</li> <li>• CLEC Aggregate</li> <li>• BST Aggregate.</li> </ul>	
<b>Level of Disaggregation:</b>	
<p><b>ISDN Troubles included in Non Design – GA Only</b></p> <ul style="list-style-type: none"> <li>• Product Reporting Levels <ul style="list-style-type: none"> <li>➢ POTS Residence and Business</li> <li>➢ Design</li> <li>➢ PBX, CENTREX, and ISDN</li> <li>➢ UNE 2 Wire Loop (Design and Non – Design)</li> <li>➢ UNE Loop Other (Design and Non – Design)</li> <li>➢ UNE Other (Design and Non – Design)</li> <li>➢ Switching , Local Transport, and Combos (under development)</li> <li>➢ Local Interconnection Trunks</li> </ul> </li> <li>• Dispatch/No Dispatch categories applicable to all product levels</li> <li>• Geographic Scope <ul style="list-style-type: none"> <li>➢ State, Region and further geographic disaggregation as required by State Commission Order (e.g. Metropolitan Service Area - MSA)</li> </ul> </li> </ul>	
<b><u>DATA RETAINED RELATING TO CLEC EXPERIENCE</u></b>	<b><u>DATA RETAINED RELATING TO BST EXPERIENCE</u></b>
<ul style="list-style-type: none"> <li>• Report Month</li> <li>• CLEC Company Name</li> <li>• Ticket Submission Date &amp; Time</li> </ul>	<ul style="list-style-type: none"> <li>• Report Month</li> <li>• BST Company Code</li> <li>• Ticket Submission Date &amp; Time</li> </ul>

(TICKET\_ID)

- Ticket Completion Date (CMPLTN\_DT)
- Service Type (CLASS\_SVC\_DESC)
- Disposition and Cause (CAUSE\_CD & CAUSE\_DESC)
- # Service Access Lines in Service at the end of period
- Geographic Scope

**NOTE:** Code in parentheses is the corresponding header found in the raw data file.

- Ticket Completion Date
- Service Type
- Disposition and Cause (Non-Design / Non-Special Only)
- Trouble Code (Design and Trunking Services)
- # Service Access Lines in Service at the end of period
- Geographic Scope

MAINTENANCE & REPAIR – (Customer Trouble Report Rate – Continued)

**Retail Analog/Benchmark:**

CLEC Residence-Resale / BST Residence -Retail

CLEC Business-Resale / BST Business-Retail

CLEC Design-Resale / BST Design-Retail

CLEC PBX, Centrex and ISDN Resale/ BST PBX, Centrex, and ISDN Retail

CLEC Trunking-Resale / BST Trunking-Retail

UNEs - Retail Analog (under development at this time)



## MAINTENANCE & REPAIR

<b>Report/Measurement:</b>
Maintenance Average Duration
<b>Definition:</b>
The Average duration of Customer Trouble Reports from the receipt of the Customer Trouble Report to the time the trouble report is cleared.
<b>Exclusions:</b>
<ul style="list-style-type: none"><li>• Trouble reports canceled at the CLEC request</li><li>• BST trouble reports associated with administrative service</li><li>• Customer Provided Equipment (CPE) troubles or CLEC Equipment Troubles.</li><li>• Trouble reports greater than 10 days</li></ul>
<b>Business Rules:</b>
For Average Duration the clock starts on the date and time of the receipt of a correct repair request. The clock stops on the date and time the service is restored (when the technician completes the trouble ticket on his/her CAT or work system).
<b>Calculation:</b>
Maintenance Average Duration = $\Sigma(\text{Date and Time of Service Restoration}) - (\text{Date and Time Trouble Ticket was Opened}) / \Sigma(\text{Total Closed Troubles in the reporting period})$
<b>Report Structure:</b>
<ul style="list-style-type: none"><li>• CLEC Specific</li><li>• BST Aggregate</li><li>• CLEC Aggregate</li></ul>
<b>Level of Disaggregation:</b>
<b>ISDN Troubles included in Non Design – GA Only</b> <ul style="list-style-type: none"><li>• Product Reporting Levels<ul style="list-style-type: none"><li>➢ POTS– Residence and Business</li><li>➢ Design</li><li>➢ PBX, CENTREX, and ISDN</li><li>➢ UNE 2 Wire Loop (Design Non – Design)</li><li>➢ UNE Loop Other (Design Non – Design)</li><li>➢ UNE Other (Design Non – Design)</li><li>➢ Switching, Local Transport and Combos (under development)</li><li>➢ Local Interconnection Trunks</li></ul></li><li>• Dispatch/No Dispatch categories applicable to all product levels</li><li>• Geographic Scope<ul style="list-style-type: none"><li>➢ State, Region and further geographic disaggregation as required by State Commission Order (e.g. Metropolitan Service Area – MSA)</li></ul></li></ul>

**MAINTENANCE & REPAIR – (Maintenance Average Duration – Continued)**

<b><u>DATA RETAINED RELATING TO CLEC EXPERIENCE</u></b>	<b><u>DATA RETAINED RELATING TO BST EXPERIENCE</u></b>
<ul style="list-style-type: none"> <li>• Report Month</li> <li>• Total Tickets (LINE_NBR)</li> <li>• CLEC Company Name</li> <li>• Ticket Submission Date &amp; Time (TIME_ID)</li> <li>• Ticket Completion Date (CMPLTN_DT)</li> <li>• Service Type (CLASS_SVC_DESC)</li> <li>• Disposition and Cause (CAUSE_CD &amp; CAUSE_DESC)</li> <li>• Geographic Scope</li> </ul> <p><b>NOTE:</b> Code in parentheses is the corresponding header found in the raw data file.</p>	<ul style="list-style-type: none"> <li>• Report Month</li> <li>• Total Tickets</li> <li>• BST Company Code</li> <li>• Ticket Submission Date</li> <li>• Ticket submission Time</li> <li>• Ticket completion Date</li> <li>• Ticket Completion Time</li> <li>• Total Duration Time</li> <li>• Service Type</li> <li>• Disposition and Cause (Non – Design / Non-Special Only)</li> <li>• Trouble Code (Design and Trunking Services)</li> <li>• Geographic Scope</li> </ul>
<b>Retail Analog/Benchmark:</b>	
<p>CLEC Residence-Resale / BST Residence-Resale            CLEC Business-Resale / BST Business-Retail            CLEC Design-Resale / BST Design-Retail            CLEC PBX, Centrex and ISDN Resale / BST PBX, Centrex and ISDN Retail            CLEC Trunking-Resale /BST Trunking-Retail            UNEs - Retail Analog (under development at this time)</p>	

## MAINTENANCE & REPAIR

<b>Report/Measurement:</b>
Percent Repeat Troubles within 30 Days
<b>Definition:</b>
Trouble reports on the same line/circuit as a previous trouble report received within 30 calendar days as a percent of total troubles reported.
<b>Exclusions:</b>
<ul style="list-style-type: none"><li>• Trouble Reports canceled at the CLEC request</li><li>• BST Trouble Reports associated with administrative service</li><li>• Customer Provided Equipment (CPE) Troubles or CLEC Equipment Troubles.</li></ul>
<b>Business Rules:</b>
Includes Customer trouble reports received within 30 days of an original Customer trouble report.
<b>Calculation:</b>
Percentage of Missed Repair Appointments = (Count of Customer Troubles where more than one trouble report was logged for the same service line within a continuous 30 days) / ( Total Trouble Reports Closed in Reporting Period) X 100
<b>Report Structure:</b>
<ul style="list-style-type: none"><li>• CLEC Specific</li><li>• CLEC Aggregate</li><li>• BST Aggregate</li></ul>
<b>Level of Disaggregation:</b>
<b>ISDN Troubles included in Non Design – GA Only</b> <ul style="list-style-type: none"><li>• Product Reporting Levels<ul style="list-style-type: none"><li>➢ POTS Residence and Business</li><li>➢ Design</li><li>➢ PBX, CENTREX and ISDN</li><li>➢ UNE 2 Wire Loop (Design and Non – Design)</li><li>➢ UNE Loop Other (Design and Non – Design)</li><li>➢ UNE Other (Design Non – Design)</li><li>➢ Switching, Local Transport and Combos (under development)</li><li>➢ Local Interconnection Trunks</li></ul></li><li>• Dispatch/No Dispatch categories applicable to all product levels</li><li>• Geographic Scope<ul style="list-style-type: none"><li>➢ State, Region and further geographic disaggregation as required by State Commission Order (e.g. Metropolitan Service Area - MSA)</li></ul></li></ul>

<u>DATA RETAINED RELATING TO CLEC EXPERIENCE</u>	<u>DATA RETAINED RELATING TO BST EXPERIENCE</u>
<ul style="list-style-type: none"> <li>• Report Month</li> <li>• Total Tickets (LINE_NBR)</li> <li>• CLEC Company Name</li> <li>• Ticket Submission Date &amp; Time (TICKET_ID)</li> <li>• Ticket Completion Date (CMPLTN_DT)</li> <li>• Total and Percent Repeat Trouble Reports within 30 Days (TOT_REPEAT)</li> <li>• Service Type</li> <li>• Disposition and Cause (CAUSE_CD &amp; CAUSE_DESC)</li> <li>• Geographic Scope</li> </ul> <p><b>NOTE:</b> Code parentheses is the corresponding header format found in the raw data file.</p>	<ul style="list-style-type: none"> <li>• Report Month</li> <li>• Total Tickets</li> <li>• BST Company Code</li> <li>• Ticket Submission Date</li> <li>• Ticket Submission Time</li> <li>• Ticket Completion Date</li> <li>• Ticket Completion Time</li> <li>• Total and Percent Repeat Trouble Reports within 30 Days</li> <li>• Service Type</li> <li>• Disposition and Cause (Non – Design/ Non-Special only)</li> <li>• Trouble Code (Design and Trunking Services)</li> <li>• Geographic Scope</li> </ul>

MAINTENANCE & REPAIR – (Percent Repeat Troubles within 30 Days - Continued)

**Retail Analog/Benchmark:**

CLEC Residence-Resale / BST Residence-Retail  
CLEC Business- Resale / BST Business-Retail  
CLEC Design-Resale / BST Design-Retail  
CLEC PBX, Centrex and ISDN Resale / BST PBX, Centrex and ISDN Retail  
CLEC Trunking-Resale / BST Trunking-Retail  
UNEs - Retail Analog (under development at this time)

## MANTENANCE & REPAIR

<b>Report/Measurement:</b>
Out of Service (OOS) > 24 Hours
<b>Definition:</b>
For Out of Service Troubles (no dial tone, cannot be called or cannot call out) the percentage of troubles cleared in excess of 24 hours. (All design services are considered to be out of service.)
<b>Exclusions:</b>
<ul style="list-style-type: none"><li>• Trouble Reports canceled at the CLEC request</li><li>• BST Trouble Reports associated with administrative service</li><li>• Customer Provided Equipment (CPE) Troubles or CLEC Equipment Troubles.</li></ul>
<b>Business Rules:</b>
Customer Trouble reports that are out of service and cleared in excess of 24 hours. The clock begins when the trouble report is created in LMOS and the trouble is counted if the time exceeds 24 hours.
<b>Calculation:</b>
$\text{Out of Service (OOS) > 24 hours} = \left( \frac{\text{Total Troubles OOS > 24 Hours}}{\text{Total OOS Troubles in Reporting Period}} \right) \times 100$
<b>Report Structure:</b>
<ul style="list-style-type: none"><li>• CLEC Specific</li><li>• BST Aggregate</li><li>• CLEC Aggregate.</li></ul>
<b>Level of Disaggregation:</b>
<b>ISDN Troubles included in Non Design – GA Only</b> <ul style="list-style-type: none"><li>• Product Reporting Levels<ul style="list-style-type: none"><li>➢ POTS Residence and Business</li><li>➢ Design</li><li>➢ PBX and CENTREX and ISDN</li><li>➢ UNE 2 Wire Loop (Design and Non – Design)</li><li>➢ UNE Loop Other (Design and Non – Design)</li><li>➢ UNE Other (Design and Non – Design)</li><li>➢ Switching, Local Transport and Combos (under development)</li><li>➢ Local Interconnection Trunks</li></ul></li><li>• Dispatch/No Dispatch categories applicable to all product levels</li><li>• Geographic Scope<ul style="list-style-type: none"><li>➢ State, Region and further geographic disaggregation as required by State Commission Order (e.g. Metropolitan Service Area - MSA)</li></ul></li></ul>

<u>DATA RETAINED RELATING TO CLEC EXPERIENCE</u>	<u>DATA RETAINED RELATING TO BST EXPERIENCE</u>
<ul style="list-style-type: none"> <li>• Report Month</li> <li>• Total Tickets</li> <li>• CLEC Company Name</li> <li>• Ticket Submission Date &amp; Time (TICKET_ID)</li> <li>• Ticket Completion Date (CMPLTN_DT)</li> <li>• Percentage of Customer Troubles out of Service &gt; 24 Hours (OOS&gt;24_FLAG)</li> <li>• Service type (CLASS_SVC_DESC)</li> <li>• Disposition and Cause (CAUSE_CD &amp; CAUSE-DESC)</li> <li>• Geographic Scope</li> </ul> <p><b>NOTE:</b> Code in parentheses is the corresponding header found in the raw data file.</p>	<ul style="list-style-type: none"> <li>• Report Month</li> <li>• Total Tickets</li> <li>• BST Company Code</li> <li>• Ticket Submission Date</li> <li>• Ticket Submission time</li> <li>• Ticket Completion Date</li> <li>• Ticket Completion Time</li> <li>• Percent of Customer Troubles out of Service &gt; 24 Hours</li> <li>• Service type</li> <li>• Disposition and Cause (Non – Design/ Non-Special only)</li> <li>• Trouble Code (Design and Trunking Services)</li> <li>• Geographic Scope</li> </ul>

MANTENANCE & REPAIR – (Out of Service (OOS) > 24 Hours – Continued)

**Retail Analog/Benchmark:**

- CLEC Residence-Resale / BST Residence- Retail
- CLEC Business- Resale / BST Business-Retail
- CLEC Design-Resale / BST Design-Retail
- CLEC PBX, Centrex and ISDN Resale / BST PBX, Centrex and ISDN Retail
- CLEC Trunking-Resale /BST Trunking- Retail
- UNEs Retail Analog (under development at this time.)



**MAINTENANCE & REPAIR**

<b>Report/Measurement:</b>	
OSS Interface Availability	
<b>Definition:</b>	
The percentage of time the OSS Interface is functionally available compared to scheduled availability. Availability percentage for the CLEC and BST interface systems and for the legacy systems accessed by them are captured.	
<b>Exclusions:</b>	
None	
<b>Business Rules:</b>	
This measure is designed to compare the OSS availability versus scheduled availability of BST's legacy systems.	
<b>Calculation:</b>	
OSS Interface Availability = (Actual System Functional Availability) / (Actual planned System Availability) X 100	
<b>Report Structure:</b>	
<ul style="list-style-type: none"> <li>• CLEC Aggregate</li> <li>• BST Aggregate</li> <li>• BST/CLEC</li> </ul>	
<b>Level of Disaggregation:</b>	
Region	
<b><u>DATA RETAINED RELATING TO CLEC EXPERIENCE</u></b>	<b><u>DATA RETAINED RELATING TO BST EXPERIENCE</u></b>
<ul style="list-style-type: none"> <li>• Availability of CLEC TAFI</li> <li>• Availability of LMOS HOST, MARCH and SOCS</li> <li>• CRIS, PREDICTOR, LNP, and OSPCM (under development at this time)</li> </ul>	<ul style="list-style-type: none"> <li>• Availability of BST TAFI</li> <li>• Availability of LMOS HOST, MARCH and SOCS</li> </ul>
<b>Retail Analog/Benchmark:</b>	
Parity by design; Retail Analog	

**MAINTENANCE & REPAIR**

<b>Report/Measurement:</b>	
OSS Response Interval and Percentages	
<b>Definition:</b>	
The response intervals are determined by subtracting the time a request is received on the BST side of the interface until the response is received from the legacy system. Percentages of requests falling into each interval category are reported, along with the actual number of requests falling into those categories.	
<b>Exclusions:</b>	
Queries received during scheduled system maintenance time.	
<b>Business Rules:</b>	
This measure is designed to monitor the time required for the CLEC and BST interface system to obtain from BST's legacy systems the information required to handle maintenance and repair functions. The clock starts on the date and time when the request is received and the clock stops when the response has been transmitted through that same point to the requester.	
<b>Calculation:</b>	
OSS Response Interval = (Query Response Date and Time for Category "X") - (Query Request Date and Time for Category "X") / (Number of Queries Submitted in the Reporting Period) where, "X" is 0-4, ≥ 4 to 10, ≥ 10, ≥ 30 seconds.	
<b>Report Structure:</b>	
<ul style="list-style-type: none"> <li>• CLEC</li> <li>• BST Residence</li> <li>• BST Business (BST Total is under development at this time) by interface for each legacy system and function as appropriate.</li> </ul>	
<b>Level of Disaggregation:</b>	
Region	
<b><u>DATA RETAINED RELATING TO CLEC EXPERIENCE</u></b>	<b><u>DATA RETAINED RELATING TO BST EXPERIENCE</u></b>
<ul style="list-style-type: none"> <li>• CLEC Transaction Intervals</li> </ul>	<ul style="list-style-type: none"> <li>• BST Business and Residence transaction Intervals</li> </ul>
<b>Retail Analog/Benchmark:</b>	
Retail Analog Audit Verification	

**MAINTENANCE & REPAIR**

<b>Report/Measurement:</b>	
Average Answer Time – Repair Centers	
<b>Definition:</b>	
This measure demonstrates an average response time for the CLEC representative to contact a BST representative. The average time a CLEC Rep is in queue waiting for the LCSC or UNE Center Rep to answer.	
<b>Exclusions:</b>	
None	
<b>Business Rules:</b>	
This measure is designed to measure the time required for CLEC & BST from the time of the ACD choice to the time of being answered. The clock starts when the CLEC Rep makes a choice to be put in queue for the next repair attendant and the clock stops when the repair attendant answers the call.	
<b>Level of Disaggregation:</b>	
Region. CLEC/BST Service Centers and BST Repair Centers are regional.	
<b>Calculation:</b>	
Average Answer Time for BST's Repair Centers = (Time BST Repair Attendant Answers Call) – (Time of entry into queue until ACD Selection) / (Total number of calls by reporting period)	
<b>Report Structure:</b>	
<ul style="list-style-type: none"> <li>• CLEC Aggregate</li> <li>• BST/CLEC Aggregate</li> </ul>	
<b><u>DATA RETAINED RELATING TO CLEC EXPERIENCE</u></b>	<b><u>DATA RETAINED RELATING TO BST EXPERIENCE</u></b>
<ul style="list-style-type: none"> <li>• CLEC Average Answer Time</li> </ul>	<ul style="list-style-type: none"> <li>• BST Average Answer Time</li> </ul>
<b>Retail Analog/Benchmark:</b>	
Retail Analog Audit Verification	

## BILLING

<b>Report/Measurement:</b>	
Invoice Accuracy	
<b>Definition:</b>	
This measure provides the percentage accuracy of the billing invoices rendered to CLECs during the current month.	
<b>Exclusions:</b>	
<ul style="list-style-type: none"> <li>Adjustments not related to billing errors (e.g., credits for service outage, special promotion credits, adjustments to satisfy the customer).</li> </ul>	
<b>Business Rules:</b>	
<p>The accuracy of billing invoices delivered by BST to the CLEC must enable them to provide a degree of billing accuracy comparative to BST bills rendered to retail customers. BST CLECs request adjustments on bills determined to be incorrect. The BellSouth Billing verification process includes manually analyzing a sample of local bills from each bill period. This bill verification process draws from a mix of different customer billing options and types of service. An end-to-end process is performed for new products and services. Internal measurements and controls are maintained on all billing processes.</p>	
<b>Calculation:</b>	
$\text{Invoice Accuracy} = (\text{Total Billed Revenues during current month}) - (\text{Billing Related Adjustments during current month}) / \text{Total Billed Revenues during current month} \times 100$	
<b>Report Structure:</b>	
<ul style="list-style-type: none"> <li>CLEC Specific</li> <li>CLEC Aggregate</li> <li>BST Aggregate</li> </ul>	
<b>Level of Disaggregation :</b>	
<ul style="list-style-type: none"> <li>Product / Invoice Type <ul style="list-style-type: none"> <li>➢ Resale</li> <li>➢ UNE</li> <li>➢ Interconnection</li> </ul> </li> <li>Geographic Scope <ul style="list-style-type: none"> <li>➢ Region</li> </ul> </li> </ul>	
<b><u>DATA RETAINED RELATING TO CLEC EXPERIENCE:</u></b>	<b><u>DATA RETAINED RELATING TO BST PERFORMANCE:</u></b>
<ul style="list-style-type: none"> <li>Report Month</li> <li>Invoice Type <ul style="list-style-type: none"> <li>➢</li> </ul> </li> <li>Total Billed Revenue</li> <li>Billing Related Adjustments</li> </ul>	<ul style="list-style-type: none"> <li>Report Month</li> <li>Invoice Type <ul style="list-style-type: none"> <li>➢ CRIS</li> <li>➢ CABS</li> </ul> </li> <li>Total Billed Revenue</li> <li>Billing Related Adjustments</li> </ul>
<b>Retail Analog/Benchmark</b>	
Retail Analog	

**BILLING**

<b>Report/Measurement:</b>	
Mean Time to Deliver Invoices	
<b>Definition:</b>	
This measure provides the mean interval for billing invoices	
<b>Exclusions:</b>	
Any invoices rejected due to formatting or content errors.	
<b>Business Rules:</b>	
Measures the mean interval for timeliness of billing records delivered to CLECs in an agreed upon format. CRIS-based invoices are measured in business days, and CABS-based invoices in calendar days.	
<b>Calculation:</b>	
$\text{Mean Time To Deliver Invoices} = \frac{\sum [(Invoice\ Transmission\ Date) - (Close\ Date\ of\ Scheduled\ Bill\ Cycle)]}{(Count\ of\ Invoices\ Transmitted\ in\ Reporting\ Period)}$	
<b>Report Structure:</b>	
<ul style="list-style-type: none"> <li>• CLEC Specific</li> <li>• CLEC Aggregate</li> <li>• BST Aggregate</li> </ul>	
<b>Level of Disaggregation:</b>	
<ul style="list-style-type: none"> <li>• Product / Invoice Type <ul style="list-style-type: none"> <li>➢ Resale</li> <li>➢ UNE</li> <li>➢ Interconnection</li> </ul> </li> <li>• Geographic Scope <ul style="list-style-type: none"> <li>➢ Region</li> </ul> </li> </ul>	
<b><u>DATA RETAINED RELATING TO CLEC EXPERIENCE:</u></b>	<b><u>DATA RETAINED RELATING TO BST PERFORMANCE:</u></b>
<ul style="list-style-type: none"> <li>• Report Month</li> <li>• Invoice Type <ul style="list-style-type: none"> <li>➢</li> </ul> </li> <li>• Invoice Transmission Count</li> <li>• Date of Scheduled Bill Close</li> </ul>	<ul style="list-style-type: none"> <li>• Report Month</li> <li>• Invoice Type <ul style="list-style-type: none"> <li>➢ CRIS</li> <li>➢ CABS</li> </ul> </li> <li>• Invoice Transmission Count</li> <li>• Date of Scheduled Bill Close</li> </ul>
<b>Retail Analog/Benchmark:</b>	
<p>CRIS-based invoices will be released for delivery within six (6) business days  CABS-based invoices will be released for delivery within eight (8) calendar days.</p>	

**BILLING**

<b>Report/Measurement:</b>	
Usage Data Delivery Accuracy	
<b>Definition:</b>	
This measurement captures the percentage of recorded usage and recorded usage data packets transmitted error free and in an agreed upon format to the appropriate CLEC, as well as a parity measurement against BST Data Packet Transmission.	
<b>Exclusions:</b>	
None	
<b>Business Rules:</b>	
The accuracy of usage records delivered by BST to the CLEC must provide CLECs with the opportunity to deliver bills at least as accurate as those delivered by BST.	
<b>Calculations:</b>	
Usage Data Delivery Accuracy = $\Sigma [(Total\ number\ of\ usage\ data\ packs\ sent\ during\ current\ month) - (Total\ number\ of\ usage\ data\ packs\ requiring\ retransmission\ during\ current\ month)] / (Total\ number\ of\ usage\ data\ packs\ sent\ during\ current\ month) \times 100$	
<b>Report Structure:</b>	
<ul style="list-style-type: none"><li>• CLEC Specific</li><li>• CLEC Aggregate</li><li>• BST Aggregate</li></ul>	
<b>Level of Disaggregation:</b>	
<ul style="list-style-type: none"><li>• Product / Invoice Type<ul style="list-style-type: none"><li>➢ Resale</li><li>➢ UNE</li><li>➢ Interconnection</li></ul></li><li>• Geographic Scope<ul style="list-style-type: none"><li>➢ Region</li></ul></li></ul>	
<b><u>DATA RETAINED RELATING TO CLEC EXPERIENCE:</u></b>	<b><u>DATA RETAINED RELATING TO BST PERFORMANCE:</u></b>
<ul style="list-style-type: none"><li>• Report Month</li><li>• Record Type<ul style="list-style-type: none"><li>➢ BellSouth Recorded</li><li>➢ Non BellSouth Recorded</li></ul></li></ul>	<ul style="list-style-type: none"><li>• Report Month</li><li>• Record Type</li></ul>
<b>Retail Analog/Benchmark:</b>	
Retail Analog	

**BILLING**

<b>Report/Measurement:</b>	
Usage Data Delivery Completeness	
<b>Definition:</b>	
This measurement provides percentage of complete and accurately recorded usage data (usage recorded by BellSouth and usage recorded by other companies and sent to BST for billing) that is processed and transmitted to the CLEC within thirty (30) days of the message recording date. A parity measure is also provided showing completeness of BST messages processed and transmitted via CMDS. BellSouth delivers its own retail usage from recording location to billing location via CMDS as well as delivering billing data to other companies. Timeliness, Completeness and Mean Time to Deliver Usage measures are reported on the same report.	
<b>Exclusions:</b>	
None	
<b>Business Rules:</b>	
The purpose of these measurements is to demonstrate the level of quality of usage data delivered to the appropriate CLEC. Method of delivery is at the option of the CLEC.	
<b>Calculation:</b>	
Usage Data Delivery Completeness = $\frac{\Sigma(\text{Total number of Recorded usage records delivered during the current month that are within thirty (30) days of the message recording date})}{\Sigma(\text{Total number of Recorded usage records delivered during the current month})} \times 100$	
<b>REPORT STRUCTURE</b>	
<ul style="list-style-type: none"><li>• CLEC Specific</li><li>• CLEC Aggregate</li><li>• BST Aggregate</li></ul>	
<b>Level of Disaggregation:</b>	
<ul style="list-style-type: none"><li>➢<ul style="list-style-type: none"><li>• Geographic Scope<ul style="list-style-type: none"><li>➢ Region</li></ul></li></ul></li></ul>	
<b><u>DATA RETAINED RELATING TO CLEC EXPERIENCE:</u></b>	<b><u>DATA RETAINED RELATING TO BST PERFORMANCE:</u></b>
<ul style="list-style-type: none"><li>• Report Month</li><li>• Record Type<ul style="list-style-type: none"><li>➢ BellSouth Recorded</li><li>➢ Non BellSouth Recorded</li></ul></li></ul>	<ul style="list-style-type: none"><li>• Report Monthly</li><li>• Record Type</li></ul>
<b>Retail Analog/Benchmark:</b>	
Retail Analog	

**BILLING**

<b>Report/Measurement:</b>	
Usage Data Delivery Timeliness	
<b>Definition:</b>	
This measurement provides percentage of recorded usage data (usage recorded by BST and usage recorded by other companies and sent to BST for billing) that is delivered to the appropriate CLEC within six (6) calendar days from the receipt of the initial recording. A parity measure is also provided showing timeliness of BST messages processed and transmitted via CMD5. Timeliness, Completeness and Mean Time to Deliver Usage measures are reported on the same report.	
<b>Exclusions:</b>	
None	
<b>Business Rules:</b>	
The purpose of this measurement is to demonstrate the level of timeliness for processing and transmission of usage data delivered to the appropriate CLEC. The usage data will be mechanically transmitted or mailed to the CLEC data processing center once daily. The Timeliness interval of usage recorded by other companies is measured from the date BST receives the records to the date BST distributes to the CLEC. Method of delivery is at the option of the CLEC.	
<b>Calculation:</b>	
Usage Data Delivery Timeliness = $\Sigma$ (Total number of usage records sent within six (6) calendar days from initial recording/receipt) / $\Sigma$ (Total number of usage records sent) X 100	
<b>Report Structure:</b>	
<ul style="list-style-type: none"><li>• CLEC Aggregate</li><li>• CLEC Specific</li><li>• BST Aggregate</li></ul>	
<b>Level of Disaggregation:</b>	
<ul style="list-style-type: none"><li>•</li><li>• Geographic Scope<ul style="list-style-type: none"><li>➢ Region</li></ul></li></ul>	
<b><u>DATA RETAINED RELATING TO CLEC EXPERIENCE:</u></b>	<b><u>DATA RETAINED RELATING TO BST PERFORMANCE:</u></b>
<ul style="list-style-type: none"><li>• Report Month</li><li>• Record Type<ul style="list-style-type: none"><li>➢ BellSouth Recorded</li><li>➢ Non-BellSouth Recorded</li></ul></li></ul>	<ul style="list-style-type: none"><li>• Report Monthly</li><li>• Record Type</li></ul>
<b>Retail Analog/Benchmark:</b>	
Retail Analog	



**BILLING**

<b>Report/Measurement:</b>	
Mean Time to Deliver Usage	
<b>Definition:</b>	
This measurement provides the average time it takes to deliver Usage Records to a CLEC. A parity measure is also provided showing timeliness of BST messages processed and transmitted via CMDS. Timeliness, Completeness and Mean Time to Deliver Usage measures are reported on the same report.	
<b>Exclusions:</b>	
None	
<b>Business Rules:</b>	
The purpose of this measurement is to demonstrate the average number of days it takes to deliver Usage data to the appropriate CLEC. Usage data is mechanically transmitted or mailed to the CLEC data processing center once daily. Method of delivery is at the option of the CLEC.	
<b>Calculation:</b>	
Mean Time to Deliver Usage = $\Sigma$ (Record volume X estimated number of days to deliver the Usage Record) / total record volume	
<b>Report Structure:</b>	
<ul style="list-style-type: none"><li>• CLEC Aggregate</li><li>• CLEC Specific</li><li>• BST Aggregate</li></ul>	
<b>Level of Disaggregation:</b>	
<ul style="list-style-type: none"><li>•</li><li>• Geographic Scope<ul style="list-style-type: none"><li>➢ Region</li></ul></li></ul>	
<b><u>DATA RETAINED RELATING TO CLEC EXPERIENCE:</u></b>	<b><u>DATA RETAINED RELATING TO BST PERFORMANCE:</u></b>
<ul style="list-style-type: none"><li>• Report Month</li><li>• Record Type<ul style="list-style-type: none"><li>➢ BellSouth Recorded</li><li>➢ Non-BellSouth Recorded</li></ul></li></ul>	<ul style="list-style-type: none"><li>• Report Monthly</li><li>• Record Type</li></ul>
<b>Retail Analog/Benchmark:</b>	
Retail Analog	

## OPERATOR SERVICES AND DIRECTORY ASSISTANCE

<b>Report/Measurement:</b>
Speed to Answer Performance/Average Speed to Answer – Toll
<b>Definition:</b>
Measurement of the average time in seconds calls wait before answered by a toll operator.
<b>Exclusions:</b>
Calls abandoned by customers are not reflected in the average speed to answer but are reflected in the conversion tables where the percent answered within "X" seconds is determined.
<b>Business Rules:</b>
The call waiting measurement scan starts when the customer enters the queue and ends when a BST representative answers the call. The average speed to answer is determined by measuring and accumulating the seconds of wait time from the entry of a customer into the BST call management system queue until the customer is transferred to a BST representative. No distinction is made between CLEC customers and BST customers.
<b>Calculation:</b>
The Average Speed to Answer for toll is calculated by using data from monthly system measurement reports taken from the centralized call routing switches. The "total call waiting seconds" is a sub-component of this measure which BST systems calculate by monitoring the number of calls in queue throughout the day multiplied by the time (in seconds) between monitoring events. The "total calls served" is the other sub-component of this measure, which BST systems record as the total number of calls handled by Operator Services toll centers. Since calls abandoned are not reflected in the calculation, the percent answered within the required timeframe is determined by using conversion tables with input for the abandonment rate.
<b>Report Structure:</b>
Reported for the aggregate of BST and CLECs <ul style="list-style-type: none"> <li>• State</li> </ul>
<b>Level of Disaggregation:</b>
None
<b>DATA RETAINED (ON AGGREGATE BASIS)</b>
For the items below, BST's Performance Measurement Analysis Platform (PMAP) receives a final computation; therefore, no raw data file is available in PMAP. <ul style="list-style-type: none"> <li>• Month</li> <li>• Call Type (Toll)</li> <li>• Average Speed of Answer</li> </ul>
<b>Retail Analog/Benchmark</b>
Parity by Design

**OPERATOR SERVICES AND DIRECTORY ASSISTANCE**

<b>Report/Measurement:</b>
Speed to Answer Performance/Percent Answered within "X" Seconds – Toll
<b>Definition:</b>
Measurement of the percent of toll calls that are answered in less than "X" seconds. The number of seconds represented by "X" is thirty, except where a different regulatory benchmark has been set against the Average Speed to Answer by a State Commission.
<b>Exclusions:</b>
Calls abandoned by customers are not reflected in the average speed to answer but are reflected in the conversion tables where the percent answered within "X" seconds is determined.
<b>Business Rules:</b>
The call waiting measurement scan starts when the customer enters the queue and ends when a BST representative answers the call. The average speed to answer is determined by measuring and accumulating the seconds of wait time from the entry of a customer into the BST call management system queue until the customer is transferred to a BST representative. No distinction is made between CLEC customers and BST customers.
<b>Calculation:</b>
The Percent Answered within "X" Seconds measurement for toll is derived by using the BellCore Statistical Answer Conversion Tables, to convert the Average Speed to Answer measure into a percent of calls answered within "X" seconds. The BellCore Conversion Tables are specific to the defined parameters of work time, number of operators, max queue size and call abandonment rates.
<b>Report Structure:</b>
Reported for the aggregate of BST and CLECs <ul style="list-style-type: none"><li>• State</li></ul>
<b>Level of Disaggregation:</b>
None
<b><u>DATA RETAINED (ON AGGREGATE BASIS)</u></b>
For the items below, BST's Performance Measurement Analysis Platform (PMAP) receives a final computation; therefore, no raw data file is available in PMAP. <ul style="list-style-type: none"><li>• Month</li><li>• Call Type (Toll)</li><li>• Average Speed of Answer</li></ul>
<b>Retail Analog/Benchmark</b>
Parity by Design

**OPERATOR SERVICES AND DIRECTORY ASSISTANCE**

<b>Report/Measurement:</b>
Speed to Answer Performance/Average Speed to Answer – Directory Assistance (DA)
<b>Definition:</b>
Measurement of the average time in seconds calls wait before answer by a DA operator.
<b>Exclusions:</b>
Calls abandoned by customers are not reflected in the average speed to answer but are reflected in the conversion tables where the percent answered within "X" seconds is determined.
<b>Business Rules:</b>
The call waiting measurement scan starts when the customer enters the queue and ends when a BST representative answers the call. The average speed to answer is determined by measuring and accumulating the seconds of wait time from the entry of a customer into the BST call management system queue until the customer is transferred to a BST representative. No distinction is made between CLEC customers and BST customers.
<b>Calculation:</b>
The Average Speed to Answer for DA is calculated by using data from monthly system measurement reports taken from the centralized call routing switches. The "total call waiting seconds" is a sub-component of this measure which BST systems calculate by monitoring the number of calls in queue throughout the day multiplied by the time (in seconds) between monitoring events. The "total calls served" is the other sub-component of this measure, which BST systems record as the total number of calls handled by Operator Services DA centers. Since calls abandoned are not reflected in the calculation, the percent answered within the required timeframe is determined by using conversion tables with input for the abandonment rate.
<b>Report Structure:</b>
Reported for the aggregate of BST and CLECs <ul style="list-style-type: none"><li>• State</li></ul>
<b>Level of Disaggregation:</b>
None
<b><u>DATA RETAINED (ON AGGREGATE BASIS)</u></b>
For the items below, BST's Performance Measurement Analysis Platform (PMAP) receives a final computation; therefore, no raw data file is available in PMAP. <ul style="list-style-type: none"><li>• Month</li><li>• Call Type (DA)</li><li>• Average Speed of Answer</li></ul>
<b>Retail Analog/Benchmark</b>
Parity by Design

**OPERATOR SERVICES AND DIRECTORY ASSISTANCE**

<b>Report/Measurement:</b>
Speed to Answer Performance/Percent Answered within "X" Seconds – Directory Assistance (DA)
<b>Definition:</b>
Measurement of the percent of DA calls that are answered in less than "X" seconds. The number of seconds represented by "X" is twenty, except where a different regulatory benchmark has been set against the Average Speed to Answer by a State Commission.
<b>Exclusions:</b>
Calls abandoned by customers are not reflected in the average speed to answer but are reflected in the conversion tables where the percent answered within "X" seconds is determined.
<b>Business Rules:</b>
The call waiting measurement scan starts when the customer enters the queue and ends when a BST representative answers the call. The average speed to answer is determined by measuring and accumulating the seconds of wait time from the entry of a customer into the BST call management system queue until the customer is transferred to a BST representative. No distinction is made between CLEC customers and BST customers.
<b>Calculation:</b>
The Percent Answered within "X" Seconds measurement for DA is derived by using the BellCore Statistical Answer Conversion Tables, to convert the Average Speed to Answer measure into a percent of calls answered within "X" seconds. The BellCore Conversion Tables are specific to the defined parameters of work time, number of operators, max queue size and call abandonment rates.
<b>Report Structure:</b>
Reported for the aggregate of BST and CLECs <ul style="list-style-type: none"><li>• State</li></ul>
<b>Level of Disaggregation:</b>
None
<b><u>DATA RETAINED (ON AGGREGATE BASIS)</u></b>
For the items below, BST's Performance Measurement Analysis Platform (PMAP) receives a final computation; therefore, no raw data file is available in PMAP. <ul style="list-style-type: none"><li>• Month</li><li>• Call Type (DA)</li><li>• Average Speed of Answer</li></ul>
<b>Retail Analog/Benchmark</b>
Parity by Design

## E911

<b>Report/Measurement:</b>
E911/Timeliness
<b>Definition:</b>
Measures the percentage of batch orders for E911 database updates (to CLEC resale and BST retail records) processed successfully within a 24-hour period.
<b>Exclusions:</b>
<ul style="list-style-type: none"><li>• Any resale order canceled by a CLEC</li><li>• Facilities-based CLEC orders</li></ul>
<b>Business Rules:</b>
The 24-hour processing period is calculated based on the date and time processing starts on the batch orders and the date and time processing stops on the batch orders. Mechanical processing starts when SCC (BST's E911 vendor) receives E911 files containing batch orders extracted from BST's Service Order Communication System (SOCS). Processing stops when SCC loads the individual records to the E911 database. No distinctions are made between CLEC resale records and BST retail records.
<b>Calculation:</b>
$\text{E911 Timeliness} = \frac{\Sigma (\text{Number of batch orders processed within 24 hours} + \text{Total number of batch orders submitted})}{\text{Total number of batch orders submitted}} \times 100$
<b>Report Structure:</b>
Reported for the aggregate of CLEC resale updates and BST retail updates <ul style="list-style-type: none"><li>• State</li><li>• Region</li></ul>
<b>Levels of Disaggregation:</b>
None
<b>DATA RETAINED</b>
<ul style="list-style-type: none"><li>• Report month</li><li>• Aggregate data</li></ul>
<b>Retail Analog/Benchmark</b>
Parity by Design

E911

<b>Report/Measurement:</b>
E911/Accuracy
<b>Definition:</b>
Measures the individual E911 telephone number (TN) record updates (to CLEC resale and BST retail records) processed successfully for E911 with no errors.
<b>Exclusions:</b>
<ul style="list-style-type: none"><li>• Any resale order canceled by a CLEC</li><li>• Facilities-based CLEC orders</li></ul>
<b>Business Rules:</b>
Accuracy is based on the number of records processed without error at the conclusion of the processing cycle. Mechanical processing starts when SCC (BST's E911 vendor) receives E911 files containing telephone number (TN) records extracted from BST's Service Order Communication System (SOCS). No distinctions are made between CLEC resale records and BST retail records.
<b>Calculation:</b>
$\text{E911 Accuracy} = \frac{\Sigma(\text{Number of record individual updates processed with no errors} + \text{Total number of individual record updates})}{\text{Total number of individual record updates}} \times 100$
<b>Report Structure:</b>
Reported for the aggregate of CLEC resale updates and BST retail updates <ul style="list-style-type: none"><li>• State</li><li>• Region</li></ul>
<b>Level of Disaggregation:</b>
None
<b>DATA RETAINED</b>
<ul style="list-style-type: none"><li>• Report month</li><li>• Aggregate data</li></ul>
<b>Retail Analog/Benchmark</b>
Parity by Design

E911

<b>Report/Measurement:</b>
E911/Mean Interval
<b>Definition:</b>
Measures the mean interval processing of E911 batch orders (to update CLEC resale and BST retail records).
<b>Exclusions:</b>
<ul style="list-style-type: none"><li>• Any resale order canceled by a CLEC</li><li>• Facilities-based CLEC orders</li></ul>
<b>Business Rules:</b>
The processing period is calculated based on the date and time processing starts on the batch orders and the date and time processing stops on the batch orders. Data is posted in 4-hour increments up to and beyond 24 hours. No distinctions are made between CLEC resale records and BST retail records.
<b>Calculation:</b>
$\text{E911 Mean Interval} = \frac{\sum (\text{Date and time of batch order completion} - \text{Date and time of batch order submission})}{\text{Number of batch orders completed}}$
<b>Report Structure:</b>
Reported for the aggregate of CLEC resale updates and BST retail updates <ul style="list-style-type: none"><li>• State</li><li>• Region</li></ul>
<b>Level of Disaggregation:</b>
None
<b>DATA RETAINED (ON AGGREGATE BASIS)</b>
<ul style="list-style-type: none"><li>• Report month</li><li>• Aggregate data</li></ul>
<b>Retail Analog/Benchmark</b>
Parity by Design



## Trunk Group Performance

<b>Report/Measurement:</b>
Trunk Group Service Report
<b>Definition:</b>
A report of the percent blocking above the Measured Blocking Threshold (MBT) on all final trunk groups between CLEC Points of Termination and BST end offices or tandems.
<b>Exclusions:</b>
<ul style="list-style-type: none"><li>• Trunk groups for which valid traffic data is not available</li><li>• High use trunk groups</li></ul>
<b>Business Rules:</b>
Traffic trunking data measurements are validated and processed by the Total Network Data System/Trunking (TNDS/TK), a Telcordia (BellCore) supported application, on an hourly basis for Average Business Days (Monday through Friday). The traffic load sets, including offered load and observed blocking ratio (calls blocked divided by calls attempted), are averaged for a 20 day period, and the busy hour is selected. The busy hour average data for each trunk group is captured for reporting purposes. Although all trunk groups are available for reporting, the report highlight those trunk groups with blocking greater than the Measured Blocking Threshold (MBT) and the number of consecutive monthly reports that the trunk group blocking has exceeded the MBT. The MBT for CTTG is 2% and the MBT for all other trunk groups is 3%.
<b>Calculation:</b>
$\text{Measured blocking} = (\text{Total number of blocked calls}) / (\text{Total number of attempted calls}) \times 100$
<b>Report Structure:</b>
<ul style="list-style-type: none"><li>• BST Aggregate<ul style="list-style-type: none"><li>➢ CTTG</li><li>➢ Local</li></ul></li><li>• CLEC Aggregate<ul style="list-style-type: none"><li>➢ BST Administered CLEC Trunk</li><li>➢ CLEC Administered CLEC Trunk</li></ul></li><li>• CLEC Specific<ul style="list-style-type: none"><li>➢ BST Administered CLEC Trunk</li><li>➢ CLEC Administered CLEC Trunk</li></ul></li></ul>
<b>Level of Disaggregation:</b>
State

<u>DATA RETAINED RELATING TO CLEC EXPERIENCE</u>	<u>DATA RETAINED RELATING TO BST EXPERIENCE</u>
<ul style="list-style-type: none"> <li>• Report month</li> <li>• Total trunk groups</li> <li>• Total trunk groups for which data is available</li> <li>• Trunk groups with blocking greater than the MBT</li> <li>• Percent of trunk groups with blocking greater than the MBT</li> </ul>	<ul style="list-style-type: none"> <li>• Report month</li> <li>• Total trunk groups</li> <li>• Total trunk groups for which data is available</li> <li>• Trunk groups with blocking greater than the MBT</li> <li>• Percent of trunk groups with blocking greater than the MBT</li> </ul>
<b>Retail Analog/Benchmark:</b>	
Retail Analog	

**TRUNK GROUP PERFORMANCE**

<b>Report/Measurement:</b>	
Trunk Group Service Detail	
<b>Definition:</b>	
A detailed list of all final trunk groups between CLEC Points of Presence and BST end offices or tandems, and the actual blocking performance when the blocking exceeds the Measured Blocking Threshold (MBT) for the trunk groups.	
<b>Exclusions:</b>	
<ul style="list-style-type: none"><li>• Trunk groups for which valid traffic data is not available</li><li>• High use trunk groups</li></ul>	
<b>Business Rules:</b>	
Traffic trunking data measurements are validated and processed by the Total Network Data System/Trunking (TNDS/TK), a Telcordia (Bellcore) supported application, on an hourly basis for Average Business Days (Monday through Friday). The traffic load sets, including offered load and observed blocking ratio (calls blocked divided by calls attempted), are averaged for a 20 day period, and the busy hour is selected. The busy hour average data for each trunk group is captured for reporting purposes. Although all trunk groups are available for reporting, the report highlight those trunk groups with blocking greater than the Measured Blocking Threshold (MBT) and the number of consecutive monthly reports that the trunk group blocking has exceeded the MBT. The MBT for CTTG is 2% and the MBT for all other trunk groups is 3%.	
<b>Calculation:</b>	
Measured Blocking = (Total number of blocked calls) / (Total number of attempted calls) X 100	
<b>Report Structure:</b>	
<ul style="list-style-type: none"><li>• BST Specific<ul style="list-style-type: none"><li>➤ Traffic Identity</li><li>➤ TGSN</li><li>➤ Tandem</li><li>➤ End Office</li><li>➤ Description</li><li>➤ Observed Blocking</li><li>➤ Busy Hour</li><li>➤ Number Trunks</li><li>➤ Valid study days</li><li>➤ Number reports</li><li>➤ Remarks</li></ul></li></ul>	<ul style="list-style-type: none"><li>• CLEC Specific<ul style="list-style-type: none"><li>➤ Traffic Identity</li><li>➤ TGSN</li><li>➤ Tandem</li><li>➤ CLEC POT</li><li>➤ Description</li><li>➤ Observed Blocking</li><li>➤ Busy Hour</li><li>➤ Number Trunks</li><li>➤ Valid study days</li><li>➤ Number reports</li><li>➤ Remarks</li></ul></li></ul>
<b>Level of Disaggregation:</b>	
State	

<u>DATA RETAINED RELATING TO CLEC EXPERIENCE</u>	<u>DATA RETAINED RELATING TO BST EXPERIENCE</u>
<ul style="list-style-type: none"> <li>• Report month</li> <li>• Total trunk groups</li> <li>• Total trunk groups for which data is available</li> <li>• Trunk groups with blocking greater than the MBT</li> <li>• Percent of trunk groups with blocking greater than the MBT</li> <li>• Traffic identity, TGSN, end points, description, busy hour, valid study days, number reports</li> </ul>	<ul style="list-style-type: none"> <li>• Report month</li> <li>• Total trunk groups</li> <li>• Total trunk groups for which data is available</li> <li>• Trunk groups with blocking greater than the MBT</li> <li>• Percent of trunk groups with blocking greater than the MBT</li> <li>• Traffic identity, TGSN, end points, description, busy hour, valid study days, number reports</li> </ul>
<b>Retail Analog/Benchmark:</b>	
Retail Analog	

## COLLOCATION

<b>Report/Measurement:</b>
Collocation/Average Response Time
<b>Definition:</b>
Measures the average time (counted in business days) from the receipt of a complete and accurate collocation application (including receipt of application fees) to the date BellSouth responds in writing.
<b>Exclusions:</b>
<ul style="list-style-type: none"><li>• Requests to augment previously completed arrangements</li><li>• Any application cancelled by the CLEC</li></ul>
<b>Business Rules:</b>
The clock starts on the date that BST receives a complete and accurate collocation application accompanied by the appropriate application fee. The clock stops on the date that BST returns a response. The clock will restart upon receipt of changes to the original application request.
<b>Calculation:</b>
Average Response Time = $\Sigma(\text{Request Response Date}) - (\text{Request Submission Date}) / \text{Count of Responses Returned within Reporting Period.}$
<b>Report Structure:</b>
<ul style="list-style-type: none"><li>• Individual CLEC (alias) aggregate</li><li>• Aggregate of all CLECs</li></ul>
<b>Level of Disaggregation:</b>
<ul style="list-style-type: none"><li>• State, Region and further geographic disaggregation as required by State Commission Order</li><li>• Virtual</li><li>• Physical</li></ul>
<b>DATA RETAINED:</b>
<ul style="list-style-type: none"><li>• Report period</li><li>• Aggregate data</li></ul>
<b>Retail Analog/Benchmark:</b>
Under development

## COLLOCATION

<b>Report/Measurement:</b>
Collocation/Average Arrangement Time
<b>Definition:</b>
Measures the average time (counted in business days) from the receipt of a complete and accurate Bona Fide firm order (including receipt of appropriate fee) to the date BST completes the collocation arrangement.
<b>Exclusions:</b>
<ul style="list-style-type: none"><li>• Any Bona Fide firm order cancelled by the CLEC</li><li>• Bona Fide firm orders to augment previously completed arrangements</li><li>• Time for BST to obtain permits</li><li>• Time during which the collocation contract is being negotiated</li></ul>
<b>Business Rules:</b>
The clock starts on the date that BST receives a complete and accurate Bona Fide firm order accompanied by the appropriate fee. The clock stops upon submission of the permit request and restarts upon receipt of the approved permit. Changes (affecting the provisioning interval or capital expenditures) that are submitted while provisioning is in progress may alter the completion date. The clock stops on the date that BST completes the collocation arrangement.
<b>Calculation:</b>
Average Arrangement Time = $\Sigma(\text{Date Collocation Arrangement is Complete}) - (\text{Date Order for Collocation Arrangement Submitted}) / \text{Total Number of Collocation Arrangements Completed during Reporting Period.}$
<b>Report Structure:</b>
<ul style="list-style-type: none"><li>• Individual CLEC (alias) aggregate</li><li>• Aggregate of all CLECs</li></ul>
<b>Level of Disaggregation:</b>
<ul style="list-style-type: none"><li>• State, Region and further geographic disaggregation as required by State Commission Order</li><li>• Virtual</li><li>• Physical</li></ul>
<b>DATA RETAINED:</b>
<ul style="list-style-type: none"><li>• Report period</li><li>• Aggregate data</li></ul>
<b>Retail Analog/Benchmark:</b>
Under development

## COLLOCATION

<b>Report/Measurement:</b>
Collocation/Percent of Due Dates Missed
<b>Definition:</b>
Measures the percent of missed due dates for collocation arrangements.
<b>Exclusions:</b>
<ul style="list-style-type: none"><li>• Any Bona Fide firm order cancelled by the CLEC</li><li>• Bona Fide firm orders to augment previously completed arrangements</li><li>• Time for BST to obtain permits</li><li>• Time during which the collocation contract is being negotiated</li></ul>
<b>Business Rules:</b>
The clock starts on the date that BST receives a complete and accurate Bona Fide firm order accompanied by the appropriate fee. The clock stops on the date that BST completes the collocation arrangement.
<b>Calculation:</b>
$\% \text{ of Due Dates Missed} = \frac{\Sigma (\text{Number of Orders not completed w/i ILEC Committed Due Date during Reporting Period})}{\text{Number of Orders Completed in Reporting Period}} \times 100$
<b>Report Structure:</b>
<ul style="list-style-type: none"><li>• Individual CLEC (alias) aggregate</li><li>• Aggregate of all CLECs</li></ul>
<b>Level of Disaggregation:</b>
<ul style="list-style-type: none"><li>• State, Region and further geographic disaggregation as required by State Commission Order</li><li>• Virtual</li><li>• Physical</li></ul>
<b>DATA RETAINED:</b>
<ul style="list-style-type: none"><li>• Report period</li><li>• Aggregate data</li></ul>
<b>Retail Analog/Benchmark:</b>
Under development

## Appendix A: Reporting Scope\*

<b>Standard Service Groupings</b>	<p><u>Pre-Order, Ordering</u></p> <ul style="list-style-type: none"> <li>• Resale Residence</li> <li>• Resale Business</li> <li>• Resale Special</li> <li>• Local Interconnection Trunks</li> <li>• UNE</li> <li>• UNE - Loops w/LNP</li> </ul> <p><u>Provisioning</u></p> <ul style="list-style-type: none"> <li>• UNE Non-Design</li> <li>• UNE Design</li> <li>• UNE Loops w/LNP</li> <li>• Local Interconnection Trunks</li> <li>• Resale Residence</li> <li>• Resale Business</li> <li>• Resale Design</li> <li>• BST Trunks</li> <li>• BST Residence Retail</li> <li>• BST Business Retail</li> </ul> <p><u>Maintenance and Repair</u></p> <ul style="list-style-type: none"> <li>• Local Interconnection Trunks</li> <li>• UNE Non-Design</li> <li>• UNE Design</li> <li>• Resale Residence</li> <li>• Resale Business</li> <li>• BST Interconnection Trunks</li> <li>• BST Residence Retail</li> <li>• BST Business Retail</li> </ul> <p><u>Local Interconnection Trunk Group Blockage</u></p> <ul style="list-style-type: none"> <li>• BST CTTG Trunk Groups</li> <li>• CLEC Trunk Groups</li> </ul>
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Appendix A: Reporting Scope

<p><b>Standard Service Order Activities</b></p> <p><i>These are the generic BST/CLEC service order activities which are included in the Pre-Ordering, Ordering, and Provisioning sections of this document. It is not meant to indicate specific reporting categories.</i></p>	<ul style="list-style-type: none"> <li>• New Service Installations</li> <li>• Service Migrations Without Changes</li> <li>• Service Migrations With Changes</li> <li>• Move and Change Activities</li> <li>• Service Disconnects (Unless noted otherwise)</li> </ul>
<p><b>Pre-Ordering Query Types:</b></p> <p><b>Maintenance Query Types:</b></p>	<ul style="list-style-type: none"> <li>• Address</li> <li>• Telephone Number</li> <li>• Appointment Scheduling</li> <li>• Customer Service Record</li> <li>• Feature Availability</li> </ul>
<p><b>Report Levels</b></p>	<ul style="list-style-type: none"> <li>• CLEC RESH</li> <li>• CLEC MSA</li> <li>• CLEC State</li> <li>• CLEC Region</li> <li>• Aggregate CLEC State</li> <li>• Aggregate CLEC Region</li> </ul>

	<ul style="list-style-type: none"><li>• BST State</li><li>• BST Region</li></ul>
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\* Scope is report, data source and system dependent, and, therefore, will differ with each report.

**Appendix B: Glossary of Acronyms and Terms**

<b>A</b>	<b>ACD</b>	Automatic Call Distributor - A service that provides status monitoring of agents in a call center and routes high volume incoming telephone calls to available agents while collecting management information on both callers and attendants.
	<b>AGGREGATE</b>	Sum total of all items in like category, e.g. CLEC aggregate equals the sum total of all CLECs' data for a given reporting level.
	<b>ASR</b>	Access Service Request - A request for access service terminating delivery of carrier traffic into a Local Exchange Carrier's network.
	<b>ATLAS</b>	Application for Telephone Number Load Administration System - The BellSouth Operations System used to administer the pool of available telephone numbers and to reserve selected numbers from the pool for use on pending service requests/service orders.
	<b>ATLASTN</b>	ATLAS software contract for Telephone Number
	<b>AUTO CLARIFICATION</b>	The number of LSRs that were electronically rejected from LESOG and electronically returned to the CLEC for correction.
<b>B</b>	<b>BILLING</b>	The process and functions by which billing data is collected and by which account information is processed in order to render accurate and timely billing.
	<b>BOCRIS</b>	Business Office Customer Record Information System - A front-end presentation manager used by BellSouth organizations to access the CRIS database.
	<b>BRC</b>	Business Repair Center - The BellSouth Business Systems trouble receipt center which serves large business and CLEC customers.
	<b>BST</b>	BellSouth Telecommunications, Inc.
<b>C</b>	<b>CKTID</b>	A unique identifier for elements combined in a service configuration
	<b>CLEC</b>	Competitive Local Exchange Carrier
	<b>CMDS</b>	Centralized Message Distribution System - BellCore administered national system used to transfer specially formatted messages among companies.
	<b>COFFI</b>	Central Office Feature File Interface - A BellSouth Operations System database which maintains Universal Service Order

		Code (USOC) information based on current tariffs.
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**Appendix B: Glossary of Acronyms and Terms - Continued**

C	<b>COFIUSOC</b>	COFFI software contract for feature/service information
	<b>CRIS</b>	Customer Record Information System - The BellSouth proprietary corporate database and billing system for non-access customers and services.
	<b>CRSACCTS</b>	CRIS software contract for CSR information
	<b>CSR</b>	Customer Service Record
	<b>CTTG</b>	Common Transport Trunk Group - Final trunk groups between BST & Independent end offices and the BST access tandems.
D	<b>DESIGN</b>	Design Service is defined as any Special or Plain Old Telephone Service Order which requires BellSouth Design Engineering Activities
	<b>DISPOSITION &amp; CAUSE</b>	Types of trouble conditions, e.g. No Trouble Found, Central Office Equipment, Customer Premises Equipment, etc.
	<b>DLETH</b>	Display Lengthy Trouble History - A history report that gives all activity on a line record for trouble reports in LMOS
	<b>DLR</b>	Detail Line Record - All the basic information maintained on a line record in LMOS, e.g. name, address, facilities, features etc.
	<b>DOE</b>	Direct Order Entry System - An internal BellSouth service order entry system used by BellSouth Service Representatives to input business service orders in BellSouth format.
	<b>DSAP</b>	DOE (Direct Order Entry) Support Application - The BellSouth Operations System which assists a Service Representative or similar carrier agent in negotiating service provisioning commitments for non-designed services and UNEs.
E	<b>E911</b>	Provides callers access to the applicable emergency services bureau by dialing a 3-digit universal telephone number.
	<b>EDI</b>	Electronic Data Interchange - The computer-to-computer exchange of inter and/or intra company business documents in a public standard format.
F	<b>FATAL REJECT</b>	The number of LSRs that were electronically rejected from LEO, which checks to see if the LSR has all the required fields correctly populated

	<b>FLOW- THROUGH</b>	In the context of this document, LSRs submitted electronically via the CLEC mechanized ordering process that flow through to the BST OSS without manual or human intervention.
	<b>FOC</b>	Firm Order Confirmation - A notification returned to the CLEC confirming that the LSR has been received and accepted, including the specified commitment date.



Appendix B: Glossary of Acronyms and Terms - Continued

<b>G</b>		
<b>H</b>	<b>HAL</b>	"Hands Off" Assignment Logic - Front end access and error resolution logic used in interfacing BellSouth Operations Systems such as ATLAS, BOCRIS, LMOS, PSIMS, RSAG and SOCS.
	<b>HALCRIS</b>	HAL software contract for CSR information
<b>I</b>	<b>ISDN</b>	Integrated Services Digital Network
<b>K</b>		
<b>L</b>	<b>LCSC</b>	Local Carrier Service Center - The BellSouth center which is dedicated to handling CLEC LSRs, ASRs, and Preordering transactions along with associated expedite requests and escalations.
	<b>LEGACY SYSTEM</b>	Term used to refer to BellSouth Operations Support Systems (see OSS)
	<b>LENS</b>	Local Exchange Negotiation System - The BellSouth LAN/web server/OS application developed to provide both preordering and ordering electronic interface functions for CLECs.
	<b>LEO</b>	Local Exchange Ordering - A BellSouth system which accepts the output of EDI, applies edit and formatting checks, and reformats the Local Service Requests in BellSouth Service Order format.
	<b>LESOG</b>	Local Exchange Service Order Generator - A BellSouth system which accepts the service order output of LEO and enters the Service Order into the Service Order Control System using terminal emulation technology.
	<b>LMOS</b>	Loop Maintenance Operations System - A BellSouth Operations System that stores the assignment and selected account information for use by downstream OSS and BellSouth personnel during provisioning and maintenance activities.
	<b>LMOS HOST</b>	
	<b>LMOSupd</b>	
	<b>LNP</b>	LMOS host computer
	<b>LOOPS</b>	LMOS updates
		Local Number Portability - In the context of this document, the capability for a subscriber to retain his current telephone

	<b>LSR</b>	<p>number as he transfers to a different local service provider.</p> <p>Transmission paths from the central office to the customer premises.</p> <p>Local Service Request – A request for local resale service or unbundled network elements from a CLEC.</p>
<b>M</b>	<b>MAINTENANCE &amp; REPAIR</b>  <b>MARCH</b>	<p>The process and function by which trouble reports are passed to BellSouth and by which the related service problems are resolved.</p> <p>A BellSouth Operations System which accepts service orders, interprets the coding contained in the service order image, and constructs the specific switching system Recent Change command messages for input into end office switches.</p>

**Appendix B: Glossary of Acronyms and Terms – Continued**

<b>N</b>	<b>NC</b>	"No Circuits" - All circuits busy announcement
<b>O</b>	<b>OASIS</b>	Obtain Availability Services Information System - A BellSouth front-end processor, which acts as an interface between COFFI and RNS. This system takes the USOCs in COFFI and translates them to English for display in RNS.
	<b>OASISBSN</b>	OASIS software contract for feature/service
	<b>OASISCAR</b>	
	<b>OASISLPC</b>	
	<b>OASISMTN</b>	
	<b>OASISNET</b>	
	<b>OASISOCP</b>	
<b>ORDERING</b>	The process and functions by which resale services or unbundled network elements are ordered from BellSouth as well as the process by which an LSR or ASR is placed with BellSouth.	
<b>OSPCM</b>	Outside Plant Contract Management System - Provides Scheduling Information.	
<b>OSS</b>	Operations Support System - A support system or database which is used to mechanize the flow or performance of work. The term is used to refer to the overall system consisting of hardware complex, computer operating system(s), and application which is used to provide the support functions.	
<b>OUT OF SERVICE</b>	Customer has no dial tone and cannot call out.	
<b>P</b>	<b>POTS</b>	Plain Old Telephone Service
	<b>PREDICTOR</b>	The BellSouth Operations system which is used to administer proactive maintenance and rehabilitation activities on outside plant facilities, provide access to selected work groups (e.g. RRC & BRC) to Mechanized Loop Testing and switching system I/O ports, and provide certain information regarding the attributes and capabilities of outside plant facilities.
	<b>PREORDERING</b>	The process and functions by which vital information is obtained, verified, or validated prior to placing a service request.
	<b>PROVISIONING</b>	The process and functions by which necessary work is

	<p><b>PSIMS</b></p> <p><b>PSIMSORB</b></p>	<p>performed to activate a service requested via an LSR or ASR and to initiate the proper billing and accounting functions.</p> <p>Product/Service Inventory Management System - A BellSouth database Operations System which contains availability information on switching system features and capabilities and on BellSouth service availability. This database is used to verify the availability of a feature or service in an NXX prior to making a commitment to the customer.</p> <p>PSIMS software contract for feature/service</p>
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**Appendix B: Glossary of Acronyms and Terms – Continued**

<b>Q</b>		
<b>R</b>	<b>RNS</b>	Regional Negotiation System - An internal BellSouth service order entry system used by BellSouth Consumer Services to input service orders in BellSouth format.
	<b>RRC</b>	Residence Repair Center - The BellSouth Consumer Services trouble receipt center which serves residential customers.
	<b>RSAG</b>	Regional Street Address Guide - The BellSouth database, which contains street addresses validated to be accurate with state and local governments.
	<b>RSAGADDR</b>	RSAG software contract for address search
	<b>RSAGTN</b>	RSAG software contract for telephone number search
<b>S</b>	<b>SOCS</b>	Service Order Control System - The BellSouth Operations System which routes service order images among BellSouth drop points and BellSouth Operations Systems during the service provisioning process.
	<b>SOIR</b>	Service Order Interface Record - any change effecting activity to a customer account by service order that impacts 911/E911.
<b>T</b>	<b>TAFI</b>	Trouble Analysis Facilitation Interface - The BellSouth Operations System that supports trouble receipt center personnel in taking and handling customer trouble reports.
	<b>TAG</b>	Telecommunications Access Gateway – TAG was designed to provide an electronic interface, or machine-to-machine interface for the bi-directional flow of information between BellSouth’s OSSs and participating CLECs.
	<b>TN</b>	Telephone Number
	<b>TOTAL MANUAL FALLOUT</b>	The number of LSRs which are entered electronically but require manual entering into a service order generator.
<b>U</b>	<b>UNE</b>	Unbundled Network Element
<b>V</b>		
<b>W</b>	<b>WTN</b>	A unique identifier for elements combined in a service configuration
<b>X</b>		
<b>Y</b>		
<b>Z</b>		

$\Sigma$		Sum of:
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## Appendix C: BELLSOUTH'S AUDIT POLICY

### **BELLSOUTH'S AUDIT POLICY:**

BellSouth currently provides many CLECs with audit rights as a part of their individual interconnection agreements. However, it is not reasonable for BellSouth to undergo an audit for every CLEC with which it has a contract. As of June 1999, that would equate to over 732 audits per year and that number is continually growing. BellSouth developed a proposed Audit Plan for use by the parties to an audit. If requested by a Public Service Commission, BellSouth will agree to undergo a comprehensive audit of the aggregate level reports for both BellSouth and the CLECs for each of the next five (5) years (2001-2005), to be conducted by an independent third party. The results of that audit will be made available to all the parties subject to proper safeguards to protect proprietary information. This aggregate level audit includes the following specifications:

1. The cost shall be borne 50% by BellSouth and 50% by the CLECs.
2. The independent third party auditor shall be selected with input from BellSouth, the PSC, if applicable, and the CLEC(s).
3. BellSouth, the PSC and the CLECs shall jointly determine the scope of the audit.

BellSouth reserves the right to make changes to this audit policy as growth and changes in the industry dictate.

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PUBLIC SERVICE  
COMMISSION

## AGREEMENT

**THIS AGREEMENT** is made by and between BellSouth Telecommunications, Inc., ("BellSouth"), a Georgia corporation, and ICG Telecom Group, Inc. ("ICG"), a Colorado corporation, and shall be deemed effective as of the date that the Kentucky Public Service Commission ("KYPSC") approves this Agreement. This agreement may refer to either BellSouth or ICG or both as a "Party" or "Parties. "

### WITNESSETH

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

WHEREAS, ICG is an alternative local exchange telecommunications company ("ALEC") authorized to provide telecommunications services in the state of Kentucky; and

WHEREAS, the Parties wish to interconnect their facilities, purchase unbundled elements, and exchange traffic specifically for the purposes of fulfilling their obligations pursuant to sections 251 and 252 of the Telecommunications Act of 1996.

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

**1. Purpose**

The Parties agree that the rates, terms and conditions contained within this Agreement, including all Attachments, comply and conform with each Parties' obligations under sections 251 and 252 of the Act. The access and interconnection obligations contained herein enable ICG to provide competing telephone exchange service to residential and business subscribers within the territory of BellSouth. The Parties agree that ICG will not be considered to have offered interconnection in any state within BellSouth's region until such time as it has ordered interconnection facilities for the purposes of providing business and/or residential local exchange service to customers



**2. Term of the Agreement**

2.1 The term of this Agreement shall be two years, beginning on the date that the KYPSC approves this Agreement.

2.2 The Parties agree that by no later than one hundred and eighty (180) days prior to the expiration of this Agreement, they shall commence negotiations with regard to the terms, conditions and prices of local interconnection to be effective beginning on the expiration date of this Agreement ("Subsequent Agreement"). The Parties further agree that any such Subsequent Agreement shall be for a term of no less than six (6) months unless the Parties agree otherwise.

2.3 If, within one hundred and thirty-five (135) days of commencing the negotiation referred to in Section 2.2, above, the Parties are unable to satisfactorily negotiate new local interconnection terms, conditions and prices, either Party may petition the Commission to establish appropriate local interconnection arrangements pursuant to 47 USC 252. The Parties agree that, in such event, they shall encourage the Commission to issue its order regarding the appropriate local interconnection arrangements no later than the expiration date of this Agreement. The Parties further agree that in the event the Commission does not issue its order prior to the expiration date of this Agreement, or if the Parties continue beyond the expiration date of this Agreement to negotiate the local interconnection arrangements without Commission intervention, the terms, conditions and prices ultimately ordered by the Commission, or negotiated by the Parties, will be effective retroactive to the day following the expiration date of this Agreement. Until the Subsequent Agreement becomes effective, the Parties shall continue to exchange traffic pursuant to the terms and conditions of this Agreement.

**3. Ordering Procedures**

3.1 Detailed procedures for ordering and provisioning BellSouth services are set forth in BellSouth's Local Interconnection and Facility Based Ordering Guide and Resale Ordering Guide, as appropriate.

**4. Parity**

The services and service provisioning that BellSouth provides ICG for resale will be at least equal in quality to that provided to BellSouth, or any BellSouth subsidiary, affiliate or end user. In connection with resale, BellSouth will provide ICG with pre-ordering, ordering, maintenance and trouble reporting, and daily usage data functionality that will enable ICG to provide equivalent levels of customer service to their local exchange

customers as BellSouth provides to its own end users. BellSouth shall also provide ICG with unbundled network elements, and access to those elements, that is at least equal in quality to that which BellSouth provides BellSouth, or any BellSouth subsidiary, affiliate or other ALEC. BellSouth will provide number portability to ICG and their customers with minimum impairment of functionality, quality, reliability and convenience.

**5. White Pages Listings**

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

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

5.7 Optional Listings. Additional listings and optional listings will be offered by BellSouth at tariffed rates as set forth in the General Subscriber Services Tariff.

5.8 Delivery. BellSouth or its agent shall deliver White Pages directories to ICG subscribers at no charge.

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

If ICG is a facilities based provider or a facilities based and resale provider, this section shall apply. BellSouth shall, upon request of ICG, provide to ICG access to its network elements at any technically feasible point for the provision of ICG's telecommunications service where such access is necessary and failure to provide access would impair the ability of ICG to provide services that it seeks to offer. Any request by ICG for access to a network element, interconnection option, or for the provisioning of any service or product that is not already available shall be treated as a BFR/NBR, and shall be submitted to BellSouth pursuant to the BFR/NBR process set forth following.

6.1 A BFR/NBR shall be submitted in writing to ICG's Account Manager by ICG and shall specifically identify the requested service date, technical requirements, space requirements and/or such specifications that clearly define the request such that BellSouth has sufficient information to analyze and prepare a response. Such a request also shall include ICG's designation of the request as being (i) pursuant to the Telecommunications Act of 1996 or (ii) pursuant to the needs of the business.

**7. Liability and Indemnification**

7.1 BellSouth Liability. BellSouth shall take financial responsibility for its own actions in causing, or its lack of action in preventing, unbillable or uncollectible ICG revenues.

7.2 Liability for Acts or Omissions of Third Parties. Neither BellSouth nor ICG shall be liable for any act or omission of another telecommunications company providing a portion of the services provided under this Agreement.

7.3 Limitation of Liability.

7.3.1 Each Party's liability to the other for any loss, cost, claim, injury or liability or expense, including reasonable attorney's fees relating to or arising out

of any negligent act or omission in its performance of this Agreement whether in contract or in tort, shall be limited to a credit for the actual cost of the services or functions not performed or improperly performed.

- 7.3.2 Limitations in Tariffs. A Party may, in its sole discretion, provide in its tariffs and contracts with its Customer and third parties that relate to any service, product or function provided or contemplated under this Agreement, that to the maximum extent permitted by Applicable Law, such Party shall not be liable to Customer or third 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 that applicable person for the service, product or function that gave rise to such Loss and (ii) Consequential Damages. To the extent that a Party elects not to place in its tariffs or contracts such limitations of liability, and the other Party incurs a Loss as a result thereof, such 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 limitations of liability that such other Party included in its own tariffs at the time of such Loss.
- 7.3.3 Neither BellSouth nor ICG shall be liable for damages to the other's terminal location, POI or other company's customers' premises resulting from the furnishing of a service, including, but not limited to, the installation and removal of equipment or associated wiring, except to the extent caused by a company's negligence or willful misconduct or by a company's failure to properly ground a local loop after disconnection.
- 7.3.4 Under no circumstance shall a Party be responsible or liable for indirect, incidental, or consequential damages, including, but not limited to, economic loss or lost business or profits, damages arising from the use or performance of equipment or software, or the loss of use of software or equipment, or accessories attached thereto, delay, error, or loss of data. In connection with this limitation of liability, each Party recognizes that the other Party may, from time to time, provide advice, make recommendations, or supply other analyses related to the Services, or facilities described in this Agreement, and, while each Party shall use diligent efforts in this regard, the Parties acknowledge and agree that this limitation of liability shall apply to provision of such advice, recommendations, and analyses.
- 7.4 Indemnification for Certain Claims. BellSouth and ICG providing services, their affiliates and their parent company, shall be indemnified, defended and held harmless by each other against any claim, loss or damage arising from the receiving company's use of the services provided under this Agreement pertaining to (1) claims for libel, slander, invasion of

privacy or copyright infringement arising from the content of the receiving company's own communications, or (2) any claim, loss or damage claimed by the other company's customer arising from one company's use or reliance on the other company's services, actions, duties, or obligations arising out of this Agreement.

7.5 No liability for Certain Inaccurate Data. Neither BellSouth nor ICG assumes any liability for the accuracy of data provided by one Party to the other and each Party agrees to indemnify and hold harmless the other for any claim, action, cause of action, damage, or injury that might result from the supply of inaccurate data in conjunction with the provision of any service provided pursuant to this Agreement.

7.6 Disclaimer. EXCEPT AS SPECIFICALLY PROVIDED TO THE CONTRARY IN THIS AGREEMENT, NEITHER PARTY MAKES ANY REPRESENTATIONS OR WARRANTIES TO THE OTHER PARTY CONCERNING THE SPECIFIC QUALITY OF ANY SERVICES, OR FACILITIES PROVIDED UNDER THIS AGREEMENT. THE PARTIES DISCLAIM, WITHOUT LIMITATION, ANY WARRANTY OR GUARANTEE OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING, OR FROM USAGES OF TRADE.

## 8. Intellectual Property Rights and Indemnification

8.1 No License. No patent, copyright, trademark or other proprietary right is licensed, granted or otherwise transferred by this Agreement. ICG is strictly prohibited from any use, including but not limited to in sales, in marketing or advertising of telecommunications services, of any BellSouth name, service mark or trademark.

8.2 Ownership of Intellectual Property. Any intellectual property which originates from or is developed by a Party shall remain in the exclusive ownership of that Party. Except for a limited license to use patents or copyrights to the extent necessary for the Parties to use any facilities or equipment (including software) or to receive any service solely as provided under this Agreement, no license in patent, copyright, trademark or trade secret, or other proprietary or intellectual property right now or hereafter owned, controlled or licensable by a Party, is granted to the other Party or shall be implied or arise by estoppel. It is the responsibility of each Party to ensure at no additional cost to the other Party that it has obtained any necessary licenses in relation to intellectual property of third Parties used in its network that may be required to enable the other Party to use any facilities or equipment (including software), to receive any service, or to perform its respective obligations under this Agreement.

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

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

9.1 **Confidential Information.** It may be necessary for BellSouth and ICG to provide each other with certain confidential information, including trade secret information, including but not limited to, technical and business plans, technical information, proposals, specifications, drawings, procedures, customer account data, call detail records and like information (hereinafter collectively referred to as "Information"). All Information shall be in writing or other tangible form and clearly marked with a confidential, private or proprietary legend and that the Information will be returned to the owner within a reasonable time. The Information shall not be copied or reproduced in any form. BellSouth and ICG shall receive such Information and not disclose such Information. BellSouth and ICG shall protect the Information received from distribution, disclosure or dissemination to anyone except employees of BellSouth and ICG with a need to know such Information and which employees agree to be bound by the terms of this Section. BellSouth and ICG will use the same standard of care to protect Information received as they would use to protect their own confidential and proprietary Information.

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

10. **Assignments**

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

11. **Resolution of Disputes**

Except as otherwise stated in this Agreement, the Parties agree that if any dispute arises as to the interpretation of any provision of this Agreement

or as to the proper implementation of this Agreement, the Parties will petition the Commission for a resolution of the dispute. However, each Party reserves any rights it may have to seek judicial review of any ruling made by the Commission concerning this Agreement.

**12. Taxes**

12.1 Definition. For purposes of this Section 12, the terms "taxes" and "fees" shall include but not limited to federal, state or local sales, use, excise, gross receipts or other taxes or tax-like fees of whatever nature and however designated (including tariff surcharges and any fees, charges or other payments, contractual or otherwise, for the use of public streets or rights of way, whether designated as franchise fees or otherwise) imposed, or sought to be imposed, on or with respect to the services furnished hereunder or measured by the charges or payments therefore, excluding any taxes levied on income.

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

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

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

12.3 Taxes and Fees Imposed on Purchaser But Collected And Remitted By Seller.

12.3.1 Taxes and fees imposed on the purchasing Party shall be borne by the purchasing Party, even if the obligation to collect and/or remit such taxes or fees is placed on the providing Party.

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

12.3.3 If the purchasing Party determines that in its opinion any such taxes or fees are not payable, the providing Party shall not bill such taxes or fees to the purchasing Party if the purchasing Party provides written certification, reasonably satisfactory to the providing Party, stating that it is



exempt or otherwise not subject to the tax or fee, setting forth the basis therefor, and satisfying any other requirements under applicable law. If any authority seeks to collect any such tax or fee that the purchasing Party has determined and certified not to be payable, or any such tax or fee that was not billed by the providing Party, the purchasing Party may contest the same in good faith, at its own expense. In any such contest, the purchasing Party shall promptly furnish the providing Party with copies of all filings in any proceeding, protest, or legal challenge, all rulings issued in connection therewith, and all correspondence between the purchasing Party and the taxing authority.

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

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

12.3.6 Notwithstanding any provision to the contrary, the purchasing Party shall protect, indemnify and hold harmless (and defend at the purchasing Party's expense) the providing Party from and against any such tax or fee, interest or penalties thereon, or other charges or payable expenses (including reasonable attorney fees) with respect thereto, which are incurred by the providing Party in connection with any claim for or contest of any such tax or fee.

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

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

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

12.4.2 To the extent permitted by applicable law, any such taxes and/or fees shall be shown as separate items on applicable billing documents

between the Parties. Notwithstanding the foregoing, the purchasing Party shall remain liable for any such taxes and fees regardless of whether they are actually billed by the providing Party at the time that the respective service is billed.

- 12.4.3 If the purchasing Party disagrees with the providing Party's determination as to the application or basis for any such tax or fee, the Parties shall consult with respect to the imposition and billing of such tax or fee, the Parties shall consult with respect to the imposition and billing of such tax or fee. Notwithstanding the foregoing, the providing Party shall retain ultimate responsibility for determining whether and to what extent any such taxes or fees are applicable, and the purchasing Party shall abide by such determination and pay such taxes or fees to the providing Party. The providing Party shall further retain ultimate responsibility for determining whether and how to contest the imposition of such taxes and fees; provided, however, that any such contest undertaken at the request of the purchasing Party shall be at the purchasing Party's expense.
- 12.4.4 In the event that all or any portion of an amount sought to be collected must be paid in order to contest the imposition of any such tax or fee, or to avoid the existence of a lien on the assets of the providing Party during the pendency of such contest, the purchasing Party shall be responsible for such payment and shall be entitled to the benefit of any refund or recovery.
- 12.4.5 If it is ultimately determined that any additional amount of such a tax or fee is due to the imposing authority, the purchasing Party shall pay such additional amount, including any interest and penalties thereon.
- 12.4.6 Notwithstanding any provision to the contrary, the purchasing Party shall protect indemnify and hold harmless (and defend at the purchasing Party's expense) the providing Party from and against any such tax or fee, interest or penalties thereon, or other reasonable charges or payable expenses (including reasonable attorney fees) with respect thereto, which are incurred by the providing Party in connection with any claim for or contest of any such tax or fee.
- 12.4.7 Each Party shall notify the other Party in writing of any assessment, proposed assessment or other claim for any additional amount of such a tax or fee by a taxing authority; such notice to be provided, if possible, at least ten (10) days prior to the date by which a response, protest or other appeal must be filed, but in no event later than thirty (30) days after receipt of such assessment, proposed assessment or claim.

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

13. Force Majeure

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

14. Modification of Agreement

14.1 BellSouth shall make available, pursuant to 47 USC § 252 and the FCC rules and regulations regarding such availability, to ICG any interconnection, service, or network element provided under any other agreement filed and approved pursuant to 47 USC § 252. The Parties shall adopt all rates, terms and conditions concerning such other interconnection, service or network element and any other rates, terms and conditions that are interrelated or were negotiated in exchange for or in conjunction with the interconnection, service or network element being adopted. The adopted interconnection, service, or network element and agreement shall apply to the same states as such other agreement and for the identical term of such other agreement.

14.2 If ICG changes its name or makes changes to its company structure or identity due to a merger, acquisition, transfer or any other reason, it is the responsibility of ICG to notify BellSouth of said change and request that an

amendment to this Agreement, if necessary, be executed to reflect said change.

**14.3** No modification, amendment, supplement to, or waiver of the Agreement or any of its provisions shall be effective and binding upon the Parties unless it is made in writing and duly signed by the Parties.

**14.4** Execution of this Agreement by either Party does not confirm or infer that the executing Party agrees with any decision(s) issued pursuant to the Telecommunications Act of 1996 and the consequences of those decisions on specific language in this Agreement. Neither Party waives its rights to appeal or otherwise challenge any such decision(s) and each Party reserves all of its rights to pursue any and all legal and/or equitable remedies, including appeals of any such decision(s).

**14.5** In the event that any final and nonappealable legislative, regulatory, judicial or other legal action materially affects any material terms of this Agreement, or the ability of ICG or BellSouth to perform any material terms of this Agreement, ICG or BellSouth may, on thirty (30) days' written notice require that such terms be renegotiated, and the Parties shall renegotiate in good faith such mutually acceptable new terms as may be required. In the event that such new terms are not renegotiated within ninety (90) days after such notice, the Dispute shall be referred to the Dispute Resolution procedure set forth in Section 11.

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

**15. Waivers**

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

16. **Governing Law**

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

17. **Arm's Length Negotiations**

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

18. **Notices**

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

**BellSouth Telecommunications, Inc.**

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

and

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

**ICG Telecom Group, Inc**

Cindy Schonhault  
P.O. Box 6742  
Englewood, Colorado 80112  
Attention: President

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

18.2 Where specifically required, notices shall be by certified or registered mail. Unless otherwise provided in this Agreement, notice by mail shall be

effective on the date it is officially recorded as delivered by return receipt or equivalent, and in the absence of such record of delivery, it shall be presumed to have been delivered the fifth day, or next business day after the fifth day, after it was deposited in the mails.

19. **Rule of Construction**

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

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

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

21. **Multiple Counterparts**

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

22. **Entire Agreement**

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

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

**BellSouth Telecommunications, Inc.**

**ICG Telecom Group, Inc.**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

## Definitions

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

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

**Commission** is defined as the appropriate regulatory agency in Kentucky.

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

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

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

**Intermediary function** is defined as the delivery of local traffic from a local exchange carrier other than BellSouth; an ALEC other than ICG; another telecommunications company such as a wireless telecommunications provider through the network of BellSouth or ICG to an end user of BellSouth or ICG.

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

**Local Traffic** is defined as any telephone call that originates in one exchange and terminates in either the same exchange, or a corresponding Extended Area Service ("EAS") exchange. The terms Exchange, and EAS exchanges are defined and specified in Section A3. of BellSouth's General Subscriber Service Tariff. OPEN PENDING ARBITRATION ISSUES 1 AND 8.



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

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

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

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

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

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

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

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

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

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

**Attachment 1**

**Resale**

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## RESALE

### 1. **Discount Rates**

The rates pursuant by which ICG is to purchase services from BellSouth for resale shall be at a discount rate off of the retail rate for the telecommunications service. The discount rates shall be as set forth in Exhibit A, attached hereto and incorporated herein by this reference. Such discount shall reflect the costs avoided by BellSouth when selling a service for wholesale purposes.

### 2. **Definition of Terms**

- 2.1 CUSTOMER OF RECORD means the entity responsible for placing application for service; requesting additions, rearrangements, maintenance or discontinuance of service; payment in full of charges incurred such as non-recurring, monthly recurring, toll, directory assistance, etc.
- 2.2 DEPOSIT means assurance provided by a customer in the form of cash, surety bond or bank letter of credit to be held by BellSouth.
- 2.3 END USER means the ultimate user of the telecommunications services.
- 2.4 END USER CUSTOMER LOCATION means the physical location of the premises where an end user makes use of the telecommunications services.
- 2.5 NEW SERVICES means functions, features or capabilities that are not currently offered by BellSouth. This includes packaging of existing services or combining a new function, feature or capability with an existing service.
- 2.6 OTHER/COMPETITIVE LOCAL EXCHANGE COMPANY (OLEC/CLEC) means a telephone company certificated by the public service commissions of BellSouth's franchised area to provide local exchange service within BellSouth's franchised area.
- 2.7 RESALE means an activity wherein a certificated CLEC, such as ICG subscribes to the telecommunications services of BellSouth and then reoffers those telecommunications services to the public (with or without "adding value").
- 2.8 RESALE SERVICE AREA means the area, as defined in a public service commission approved certificate of operation, within which a CLEC, such as ICG, may offer resold local exchange telecommunications service.

**3. General Provisions**

- 3.1 ICG may resell the tariffed local exchange and toll telecommunications services of BellSouth contained in the General Subscriber Service Tariff and Private Line Service Tariff subject to the terms, and conditions specifically set forth herein. Notwithstanding the foregoing, the exclusions and limitations on services available for resale will be as set forth in Exhibit B, attached hereto and incorporated herein by this reference.
- 3.2 All of the negotiated rates, terms and conditions set forth in this Attachment pertain to the resale of BellSouth's retail telecommunications services and other services specified in this Attachment. BellSouth shall make available telecommunications services for resale at the rates set forth in Exhibit A to this Agreement and subject to the exclusions and limitations set forth in Exhibit B to this Agreement. BellSouth does not however waive its rights to appeal or otherwise challenge any decision regarding resale that resulted in the discount rates contained in Exhibit A or the exclusions and limitations contained in Exhibit B. BellSouth reserves the right to pursue any and all legal and/or equitable remedies, including appeals of any decisions. If such appeals or challenges result in changes in the discount rates or exclusions and limitations, the parties agree that appropriate modifications to this Agreement will be made promptly to make its terms consistent with the outcome of the appeal.
- 3.3 ICG may purchase resale services from BellSouth for their own use in operating their business. The resale discount will apply to those services under the following conditions:
- 3.3.1 ICG must resell services to other end users.
- 3.3.2 ICG must order services through resale interfaces, i.e., the Local Carrier Service Center (LCSC) and/or appropriate Resale Account Teams pursuant to Section 3 of the General Terms and Conditions.
- 3.3.3 ICG cannot be an alternative local exchange telecommunications company for the single purpose of selling to themselves.
- 3.4 The provision of services by BellSouth to ICG does not constitute a joint undertaking for the furnishing of any service.
- 3.5 ICG will be the customer of record for all services purchased from BellSouth. Except as specified herein, BellSouth will take orders from, bill and expect payment from ICG for all services.

- 3.6 ICG will be BellSouth's single point of contact for all services purchased pursuant to this Agreement. BellSouth shall have no contact with the end user except to the extent provided for herein.
- 3.7 BellSouth will continue to bill the end user for any services that the end user specifies it wishes to receive directly from BellSouth.
- 3.8 BellSouth maintains the right to serve directly any end user within the service area of ICG. BellSouth will continue to directly market its own telecommunications products and services and in doing so may establish independent relationships with end users of ICG.
- 3.9 Neither Party shall interfere with the right of any person or entity to obtain service directly from the other Party.
- 3.10 Current telephone numbers may normally be retained by the end user. However, telephone numbers are the property of BellSouth and are assigned to the service furnished. ICG has no property right to the telephone number or any other call number designation associated with services furnished by BellSouth, and no right to the continuance of service through any particular central office. BellSouth reserves the right to change such numbers, or the central office designation associated with such numbers, or both, whenever BellSouth deems it necessary to do so in the conduct of its business.
- 3.11 For the purpose of the resale of BellSouth's telecommunications services by ICG, BellSouth will provide ICG with an on line access to telephone numbers for reservation on a first come first serve basis. Such reservations of telephone numbers, on a pre-ordering basis shall be for a period of nine (9) days. ICG acknowledges that there may be instances where there is a shortage of telephone numbers in a particular Common Language Location Identifier Code (CLLIC) and in such instances BellSouth may request that ICG cancel its reservations of numbers. ICG shall comply with such request.
- 3.12 Further, upon ICG's request, and for the purpose of the resale of BellSouth's telecommunications services by ICG, BellSouth will reserve up to 100 telephone numbers per CLLIC, for ICG's sole use. Such telephone number reservations shall be valid for ninety (90) days from the reservation date. ICG acknowledges that there may be instances where there is a shortage of telephone numbers in a particular CLLIC and in such instances BellSouth shall use its best efforts to reserve for a ninety (90) day period a sufficient quantity of ICG's reasonable need in that particular CLLIC.
- 3.13 BellSouth may provide any service or facility for which a charge is not established herein, as long as it is offered on the same terms to ICG.

- 3.14 Service is furnished subject to the condition that it will not be used for any unlawful purpose.
- 3.15 Service will be discontinued if any law enforcement agency advises that the service being used is in violation of the law.
- 3.16 BellSouth can refuse service when it has grounds to believe that service will be used in violation of the law.
- 3.17 BellSouth accepts no responsibility to any person for any unlawful act committed by ICG or its end users as part of providing service to ICG for purposes of resale or otherwise.
- 3.18 BellSouth will cooperate fully with law enforcement agencies with subpoenas and court orders for assistance with BellSouth's end users. Law enforcement agency subpoenas and court orders regarding end users of ICG will be directed to ICG. BellSouth will bill ICG for implementing any requests by law enforcement agencies regarding ICG end users.
- 3.19 The characteristics and methods of operation of any circuits, facilities or equipment provided by any person or entity other than BellSouth shall not:
  - 3.19.1 Interfere with or impair service over any facilities of BellSouth, its affiliates, or its connecting and concurring carriers involved in its service;
  - 3.19.2 Cause damage to BellSouth's plant;
  - 3.19.3 Impair the privacy of any communications; or
  - 3.19.4 Create hazards to any BellSouth employees or the public.
- 3.20 ICG assumes the responsibility of notifying BellSouth regarding less than standard operations with respect to services provided by ICG.
- 3.21 Facilities and/or equipment utilized by BellSouth to provide service to ICG remain the property of BellSouth.
- 3.22 White page directory listings will be provided in accordance with regulations set forth in Section A6 of the General Subscriber Services Tariff and will be available for resale.
- 3.23 BellSouth provides electronic access to customer record information. Access is provided through the Local Exchange Navigation System (LENS) and the Telecommunications Access Gateway (TAG). Customer Record Information includes but is not limited to, customer specific information in CRIS and RSAG. In addition,



ICG shall provide to BellSouth access to customer record information including electronic access where available. Otherwise, ICG shall provide paper copies of customer record information within a reasonable period of time upon request by BellSouth. Customer Record Information is equivalent to but not limited to the type of customer specific information contained in CRIS and RSAG. The Parties agree not to view, copy, or otherwise obtain access to the customer record information of any customer without that customer's permission, and further agrees that ICG and BellSouth will obtain access to customer record information only in strict compliance with applicable laws, rules, or regulations of the State in which the service is provided.

3.24 All costs incurred by BellSouth to develop and implement operational interfaces shall be recovered from Resellers who utilize the services. Charges for use of Operational Support Systems (OSS) shall be as set forth in Exhibit A of this Attachment.

3.25 Where available to BellSouth's end users, BellSouth shall provide the following telecommunications services at a discount to allow for voice mail services:

- Simplified Message Desk Interface - Enhanced ("SMDI-E")
- Simplified Message Desk Interface ("SMDI") Message Waiting Indicator ("MWI") stutter dial tone and message waiting light feature capabilities
- Call Forward on Busy/Don't Answer ("CF-B/DA")
- Call Forward on Busy ("CF/B")
- Call Forward Don't Answer ("CF/DA")

Further, BellSouth messaging services set forth in BellSouth's Messaging Service Information Package shall be made available for resale without the wholesale discount.

3.26 BellSouth's Inside Wire Maintenance Service Plan may be made available for resale at rates, terms and conditions as set forth by BellSouth and without the wholesale discount.

3.27 All costs incurred by BellSouth for providing services requested by ICG that are not covered in the BellSouth tariffs shall be recovered from ICG if ICG utilizes those services.

3.28 Recovery of charges associated with implementing Number Portability through monthly charges assessed to end users has been authorized by the FCC. This end user line charge will be billed to Resellers of BellSouth's telecommunications services and will be as filed in FCC No. 1. This charge will not be discounted.

**4. BellSouth's Provision of Services to ICG**

4.1 ICG agrees that its resale of BellSouth services shall be as follows:

4.1.1 The resale of telecommunications services shall be limited to users and uses conforming to the class of service restrictions.

4.1.2 Hotel and Hospital PBX services are the only telecommunications services available for resale to Hotel/Motel and Hospital end users, respectively. Similarly, Access Line Service for Customer Provided Coin Telephones is the only local service available for resale to Independent Payphone Provider (IPP) customers. Shared Tenant Service customers can only be sold those local exchange access services available in BellSouth's A23 Shared Tenant Service Tariff in the states of Florida, Georgia, North Carolina and South Carolina, and in A27 in the states of Alabama, Kentucky, Louisiana, Mississippi and Tennessee.

4.1.3 BellSouth reserves the right to periodically audit services purchased by ICG to establish authenticity of use. Such audit shall not occur more than once in a calendar year. ICG shall make any and all records and data available to BellSouth or BellSouth's auditors on a reasonable basis. BellSouth shall bear the cost of said audit.

4.2 Resold services can only be used in the same manner as specified in BellSouth's Tariffs. Resold services are subject to the same terms and conditions as are specified for such services when furnished to an individual end user of BellSouth in the appropriate section of BellSouth's Tariffs. Specific tariff features (e.g. a usage allowance per month) shall not be aggregated across multiple resold services.

4.3 ICG may resell services only within the specific resale service area as defined in its certificate.

4.4 Telephone numbers transmitted via any resold service feature are intended solely for the use of the end user of the feature. Resale of this information is prohibited.

**5. Maintenance of Services**

5.1 ICG will adopt and adhere to the standards contained in the applicable CLEC Work Center Operational Understanding Agreement regarding maintenance and installation of service.

5.2 Services resold under BellSouth's Tariffs and facilities and equipment provided by BellSouth shall be maintained by BellSouth.

- 5.3 ICG or its end users may not rearrange, move, disconnect, remove or attempt to repair any facilities owned by BellSouth, other than by connection or disconnection to any interface means used, except with the written consent of BellSouth.
- 5.4 ICG accepts responsibility to notify BellSouth of situations that arise that may result in a service problem.
- 5.5 ICG will be BellSouth's single point of contact for all repair calls on behalf of ICG's end users. The parties agree to provide one another with toll-free contact numbers for such purposes.
- 5.6 ICG will contact the appropriate repair centers in accordance with procedures established by BellSouth.
- 5.7 For all repair requests, ICG accepts responsibility for adhering to BellSouth's prescreening guidelines prior to referring the trouble to BellSouth.
- 5.8 BellSouth will bill ICG for handling troubles that are found not to be in BellSouth's network pursuant to its standard time and material charges. The standard time and material charges will be no more than what BellSouth charges to its retail customers for the same services.
- 5.9 BellSouth reserves the right to contact ICG's end users, if deemed necessary, for maintenance purposes.

## **6. Establishment of Service**

- 6.1 After receiving certification as a local exchange company from the appropriate regulatory agency, ICG will provide the appropriate BellSouth service center the necessary documentation to enable BellSouth to establish a master account for ICG's resold services. Such documentation shall include the Application for Master Account, proof of authority to provide telecommunications services, an Operating Company Number ("OCN") assigned by the National Exchange Carriers Association ("NECA") and a tax exemption certificate, if applicable. When necessary deposit requirements are met, BellSouth will begin taking orders for the resale of service.
- 6.2 Service orders will be in a standard format designated by BellSouth.
- 6.3 When notification is received from ICG that a current end user of BellSouth will subscribe to ICG's service, standard service order intervals for the appropriate class of service will apply.
- 6.4 BellSouth will not require end user confirmation prior to establishing service for ICG's end user customer. ICG must, however, be able to demonstrate end user authorization upon request.

- 6.5 ICG will be the single point of contact with BellSouth for all subsequent ordering activity resulting in additions or changes to resold services except that BellSouth will accept a request directly from the end user for conversion of the end user's service from ICG to BellSouth or will accept a request from another CLEC for conversion of the end user's service from ICG to the other LEC. BellSouth will notify ICG that such a request has been processed.
- 6.6 If BellSouth determines that an unauthorized change in local service to ICG has occurred, BellSouth will reestablish service with the appropriate local service provider and will assess ICG as the CLEC initiating the unauthorized change, the unauthorized change charge described in FCC Tariff No. 1, Section 13 or applicable state tariff. Appropriate nonrecurring charges, as set forth in Section A4 of the General Subscriber Service Tariff, will also be assessed to ICG. These charges can be adjusted if ICG provides satisfactory proof of authorization.
- 6.7 In order to safeguard its interest, BellSouth reserves the right to secure the account with a suitable form of security deposit, unless satisfactory credit has already been established.
- 6.7.1 Such security deposit shall take the form of an irrevocable Letter of Credit or other forms of security acceptable to BellSouth. Any such security deposit may be held during the continuance of the service as security for the payment of any and all amounts accruing for the service.
- 6.7.2 If a security deposit is required, such security deposit shall be made prior to the inauguration of service.
- 6.7.3 Such security deposit may not exceed two months' estimated billing.
- 6.7.4 The fact that a security deposit has been made in no way relieves ICG from complying with BellSouth's regulations as to advance payments and the prompt payment of bills on presentation nor does it constitute a waiver or modification of the regular practices of BellSouth providing for the discontinuance of service for non-payment of any sums due BellSouth.
- 6.7.5 BellSouth reserves the right to increase the security deposit requirements when, in its sole judgment, circumstances so warrant and/or gross monthly billing has increased beyond the level initially used to determine the security deposit.
- 6.7.6 In the event that ICG defaults on its account, service to ICG will be terminated and any security deposits held will be applied to its account.
- 6.7.7 Interest on a security deposit shall accrue and be paid in accordance with the terms in the appropriate BellSouth tariff.

## 7. **Payment And Billing Arrangements**

- 7.1 Prior to submitting orders to BellSouth for local service, a master account must be established for ICG. ICG is required to provide the following before a master account is established: proof of PSC/PUC certification, the Application for Master Account, an Operating Company Number ("OCN") assigned by the National Exchange Carriers Association ("NECA") and a tax exemption certificate, if applicable.
- 7.2 BellSouth shall bill ICG on a current basis all applicable charges and credits.
- 7.3 Payment of all charges will be the responsibility of ICG. ICG shall make payment to BellSouth for all services billed. BellSouth is not responsible for payments not received by ICG from ICG's end user. BellSouth will not become involved in billing disputes that may arise between ICG and its end user. Payments made to BellSouth as payment on account will be credited to an accounts receivable master account and not to an end user's account.
- 7.4 BellSouth will render bills each month on established bill days for each of ICG's accounts.
- 7.5 BellSouth will bill ICG in advance charges for all services to be provided during the ensuing billing period except charges associated with service usage, which will be billed in arrears. Charges will be calculated on an individual end user account level, including, if applicable, any charge for usage or usage allowances. BellSouth will also bill ICG, and ICG will be responsible for and remit to BellSouth, all charges applicable to resold services including but not limited to 911 and E911 charges, telecommunications relay charges (TRS), and franchise fees.
- 7.6 The payment will be due by the next bill date (i.e., same date in the following month as the bill date) and is payable in immediately available funds. Payment is considered to have been made when received by BellSouth.
- 7.6.1 If the payment due date falls on a Sunday or on a Holiday which is observed on a Monday, the payment due date shall be the first non-Holiday day following such Sunday or Holiday. If the payment due date falls on a Saturday or on a Holiday which is observed on Tuesday, Wednesday, Thursday, or Friday, the payment due date shall be the last non-Holiday day preceding such Saturday or Holiday. If payment is not received by the payment due date, a late payment penalty, as set forth in section 7.8 following, shall apply.
- 7.6.2 If ICG requests multiple billing media or additional copies of bills, BellSouth will provide these at an appropriate charge to ICG.

7.6.3 Billing Disputes

7.6.3.1 Each Party agrees to notify the other Party upon the discovery of a billing dispute. In the event of a billing dispute, the Parties will endeavor to resolve the dispute within sixty (60) calendar days of the Bill Date on which such disputed charges appear. Resolution of the dispute is expected to occur at the first level of management resulting in a recommendation for settlement of the dispute and closure of a specific billing period. If the issues are not resolved within the allotted time frame, the following resolution procedure will begin:

7.6.3.2 If the dispute is not resolved within sixty (60) days of the Bill Date, the dispute will be escalated to the second level of management for each of the respective Parties for resolution. If the dispute is not resolved within ninety (90) days of the Bill Date, the dispute will be escalated to the third level of management for each of the respective Parties for resolution.

7.6.3.3 If the dispute is not resolved within one hundred and twenty (120) days of the Bill Date, the dispute will be escalated to the fourth level of management for each of the respective Parties for resolution.

7.6.3.4 If a Party disputes a charge and does not pay such charge by the payment due date, such charges shall be subject to late payment charges as set forth in the Late Payment Charges provision of this Attachment. If a Party disputes charges and the dispute is resolved in favor of such Party, the other Party shall credit the bill of the disputing Party for the amount of the disputed charges along with any late payment charges assessed no later than the second Bill Date after the resolution of the dispute. Accordingly, if a Party disputes charges and the dispute is resolved in favor of the other Party, the disputing Party shall pay the other Party the amount of the disputed charges and any associated late payment charges assessed no later than the second bill payment due date after the resolution of the dispute. BellSouth shall only assess interest on previously assessed late payment charges in a state where it has authority pursuant to its tariffs.

7.7 Upon proof of tax exempt certification from ICG, the total amount billed to ICG will not include any taxes due from the end user to reflect the tax exempt certification and local tax laws. ICG will be solely responsible for the computation, tracking, reporting, and payment of taxes applicable to ICG's end user.

7.8 If any portion of the payment is received by BellSouth after the payment due date as set forth preceding, or if any portion of the payment is received by BellSouth in funds that are not immediately available to BellSouth, then a late payment penalty shall be due to BellSouth. The late payment penalty shall be the portion of the payment not received by the payment due date times a late factor and will be applied on a per bill

basis. The late factor shall be as set forth in Section A2 of the General Subscriber Services Tariff and Section B2 of the Private Line Service Tariff. ICG will be charged a fee for all returned checks as set forth in Section to A2 of the General Subscriber Services Tariff or in applicable state law.

- 7.9 Any switched access charges associated with interexchange carrier access to the resold local exchange lines will be billed by, and due to, BellSouth. No additional charges are to be assessed to ICG.
- 7.10 BellSouth will not perform billing and collection services for ICG as a result of the execution of this Agreement. All requests for billing services should be referred to the appropriate entity or operational group within BellSouth.
- 7.11 Pursuant to 47 CFR Section 51.617, BellSouth will bill ICG end user common line charges identical to the end user common line charges BellSouth bills its end users.
- 7.12 In general, BellSouth will not become involved in disputes between ICG and ICG's end user customers over resold services. If a dispute does arise that cannot be settled without the involvement of BellSouth, ICG shall contact the designated Service Center for resolution. BellSouth will make every effort to assist in the resolution of the dispute and will work with ICG to resolve the matter in as timely a manner as possible. ICG may be required to submit documentation to substantiate the claim.
- 8. Discontinuance of Service**
- 8.1 The procedures for discontinuing service to an end user are as follows:
- 8.1.1 Where possible, BellSouth will deny service to ICG's end user on behalf of, and at the request of, ICG. Upon restoration of the end user's service, restoral charges will apply and will be the responsibility of ICG.
- 8.1.2 At the request of ICG, BellSouth will disconnect an ICG end user customer.
- 8.1.3 All requests by ICG for denial or disconnection of an end user for nonpayment must be in writing.
- 8.1.4 ICG will be made solely responsible for notifying the end user of the proposed disconnection of the service.
- 8.1.5 BellSouth will continue to process calls made to the Annoyance Call Center and will advise ICG when it is determined that annoyance calls are originated from one of their end user's locations. BellSouth shall be indemnified, defended and held harmless by ICG and/or the end user against any claim, loss or damage arising from providing this information to ICG. It is the responsibility of ICG to take the

corrective action necessary with its end users who make annoying calls. Failure to do so will result in BellSouth's disconnecting the end user's service.

- 8.1.6 BellSouth may disconnect and reuse facilities when the facility is in a denied state and BellSouth has received an order to establish new service or transfer of service from an end user or an end user's CLEC at the same address served by the denied facility.
- 8.2 The procedures for discontinuing service to ICG are as follows:
- 8.2.1 BellSouth reserves the right to suspend or terminate service for nonpayment or in the event of prohibited, unlawful or improper use of the facilities or service, abuse of the facilities, or any other violation or noncompliance by ICG of the rules and regulations of BellSouth's Tariffs.
- 8.2.2 If payment of account is not received by the bill day in the month after the original bill day, BellSouth may provide written notice to ICG, that additional applications for service will be refused and that any pending orders for service will not be completed if payment is not received by the fifteenth day following the date of the notice. In addition BellSouth may, at the same time, give thirty days notice to the person designated by ICG to receive notices of noncompliance, and discontinue the provision of existing services to ICG at any time thereafter.
- 8.2.3 In the case of such discontinuance, all billed charges, as well as applicable termination charges, shall become due.
- 8.2.4 If BellSouth does not discontinue the provision of the services involved on the date specified in the thirty days notice and ICG's noncompliance continues, nothing contained herein shall preclude BellSouth's right to discontinue the provision of the services to ICG without further notice.
- 8.2.5 If payment is not received or arrangements made for payment by the date given in the written notification, ICG's services will be discontinued. Upon discontinuance of service on ICG's account, service to ICG's end users will be denied. BellSouth will also reestablish service at the request of the end user or ICG upon payment of the appropriate connection fee and subject to BellSouth's normal application procedures. ICG is solely responsible for notifying the end user of the proposed disconnection of the service.
- 8.2.6 If within fifteen days after an end user's service has been denied no contact has been made in reference to restoring service, the end user's service will be disconnected.



**9. Line Information Database (LIDB)**

9.1 BellSouth will store in its Line Information Database (LIDB) records relating to service only in the BellSouth region. The LIDB Storage Agreement is included in this Attachment as Exhibit C.

9.2 BellSouth will provide LIDB Storage upon written request to ICG Account Manager stating requested activation date.

**10. RAO Hosting**

10.1 The RAO Hosting Agreement is included in this Attachment as Exhibit D. Rates for BellSouth's Centralized Message Distribution System (CMDS) are as set forth in Exhibit H of this Attachment.

10.2 BellSouth will provide RAO Hosting upon written request to its Account Manager stating requested activation date.

**11. Optional Daily Usage File (ODUF)**

11.1 The Optional Daily Usage File (ODUF) Agreement with terms and conditions is included in this Attachment as Exhibit E. Rates for ODUF are as set forth in Exhibit H of this Attachment.

11.2 BellSouth will provide Optional Daily Usage File (ODUF) service upon written request to its Account Manager stating requested activation date.

**12. Enhanced Optional Daily Usage File (EODUF)**

12.1 The Enhanced Optional Daily Usage File (EODUF) service Agreement with terms and conditions is included in this Attachment as Exhibit F. Rates for EODUF are as set forth in Exhibit H of this Attachment.

12.2 BellSouth will provide Enhanced Optional Daily Usage File (EODUF) service upon written request to its Account Manager stating requested activation date.

**13. Calling Name Delivery (CNAM) Database Service**

13.1 Calling Name Delivery (CNAM) Database Service Agreement is included in this Attachment as Exhibit G. Rates for CNAM are as set forth in Exhibit H of this Attachment.

13.2 BellSouth will provide Calling Name Delivery (CNAM) Database service upon written request to its Account Manager stating requested activation date.

**EXHIBIT A**  
**Page 1**

**APPLICABLE DISCOUNTS**

The telecommunications services available for purchase by ICG for the purposes of resale to ICG end users shall be available at the following discount off of the retail rate.

**DISCOUNT\***

<b>STATE</b>	<b>RESIDENCE</b>	<b>BUSINESS</b>	<b>CSAs***</b>
ALABAMA	16.3%	16.3%	
FLORIDA	21.83%	16.81%	
GEORGIA	20.3%	17.3%	
KENTUCKY	16.79%	15.54%	
LOUISIANA	20.72%	20.72%	9.05%
MISSISSIPPI	15.75%	15.75%	
NORTH CAROLINA	21.5%	17.6%	
SOUTH CAROLINA	14.8%	14.8%	8.98%
TENNESSEE**	16%	16%	

- \* When a CLEC provides Resale service in a cross boundary area (areas that are part of the local serving area of another state's exchange) the rates, regulations and discounts for the tariffing state will apply. Billing will be from the serving state.
- \*\* In Tennessee, if a CLEC provides its own operator services and directory services, the discount shall be 21.56%. CLEC must provide written notification to BellSouth within 30 days prior to providing its own operator services and directory services to qualify for the higher discount rate of 21.56%.
- \*\*\* Unless noted in this column, the discount for Business will be the applicable discount rate for CSAs.

**OPERATIONAL SUPPORT SYSTEMS (OSS) RATES**

BellSouth has developed and made available the following mechanized systems by which ICG may submit LSRs electronically.

LENS	Local Exchange Navigation System
EDI	Electronic Data Interface
EDI-PC	Electronic Data Interface – Personal Computer
TAG	Telecommunications Access Gateway

LSRs submitted by means of one of these interactive interfaces will incur an OSS electronic ordering charge as specified in the Table below. An individual LSR will be identified for billing purposes by its Purchase Order Number (PON). LSRs submitted by means other than one of these interactive interfaces (mail, fax, courier, etc.) will incur a manual order charge as specified in the table below:

<b>OPERATIONAL SUPPORT SYSTEMS (OSS) RATES</b>	<b><u>Electronic</u> Per LSR received from the CLEC by one of the OSS interactive interfaces</b>	<b><u>Manual</u> Per LSR received from the CLEC by means other than one of the OSS interactive interfaces</b>
<b>OSS LSR Charge</b>	<b>\$3.50</b>	<b>\$19.99</b>
<b>USOC</b>	<b>SOMECH</b>	<b>SOMAN</b>

Note: In addition to the OSS charges, applicable discounted service order and related discounted charges apply per the tariff.

Denial/Restoral OSS Charge

In the event ICG provides a list of customers to be denied and restored, rather than an LSR, each location on the list will require a separate PON and, therefore will be billed as one LSR per location.

Cancellation OSS Charge

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

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

Threshold Billing Plan

The Parties agree that ICG will incur the mechanized rate for all LSRs, both mechanized and manual, if the percentage of mechanized LSRs to total LSRs **meets or** exceeds the threshold percentages shown below:

Year	Ratio: Mechanized/Total LSRs
1999	70%
2000	80%
2001	90%

The threshold plan will be discontinued in 2002.

BellSouth will track the total LSR volume for each CLEC for each quarter. At the end of that time period, a Percent Electronic LSR calculation will be made for that quarter based on the LSR data tracked in the LCSC. If this percentage exceeds the threshold volume, all of that CLEC's future manual LSRs will be billed at the mechanized LSR rate. To allow time for obtaining and analyzing the data and updating the billing system, this billing change will take place on the first day of the second month following the end of the quarter (e.g. May 1 for 1Q, Aug 1 for 2Q, etc.). There will be no adjustments to the amount billed for previously billed LSRs.

**EXCLUSIONS AND LIMITATIONS  
ON SERVICES AVAILABLE FOR RESALE**

Type of Service	KY	
	Resale?	Discount?
1. Grandfathered Services (Note 1)	Yes	Yes
2. Contract Service Arrangements	Yes	Yes
3. Promotions - > 90 Days (Note 2)	Yes	Yes
4. Promotions - < 90 Days (Note 2)	No	No
5. Lifeline/Link Up Services	Note 3	Note 3
6. 911/E911 Services	Yes	Yes
7. N11 Services	No	No
8. AdWatch <sup>SM</sup> Svc (See Note 5)	Yes	Yes
9. MemoryCall <sup>®</sup> Service	Yes	No
10. Mobile Services	Yes	No
11. Federal Subscriber Line Charges	Yes	No
12. Non-Recurring Charges	Yes	Yes
13. End User Line Charge – Number Portability	Yes	No
14. Public Telephone Access Service (PTAS)	Yes	Yes

**Applicable Notes:**

**Grandfathered services** can be resold only to existing subscribers of the grandfathered service.

2. Where available for resale, **promotions** will be made available only to end users who would have qualified for the promotion had it been provided by BellSouth directly.
3. **Lifeline/Link Up** services may be offered only to those subscribers who meet the criteria that BellSouth currently applies to Subscribers of these services as set forth in Sections A3 and A4 of the BellSouth General Subscriber Services Tariff.
4. Some of BellSouth's local exchange and toll telecommunications services are not available in certain central offices and areas.
5. AdWatch<sup>SM</sup> Service is tariffed as BellSouth<sup>®</sup> AIN Virtual Number Call Detail Service.

**LINE INFORMATION DATA BASE (LIDB)  
STORAGE AGREEMENT**

**I. SCOPE**

- A. This Agreement sets forth the terms and conditions pursuant to which BellSouth agrees to store in its LIDB certain information at the request of ICG and pursuant to which BellSouth, its LIDB customers and ICG shall have access to such information. ICG understands that BellSouth provides access to information in its LIDB to various telecommunications service providers pursuant to applicable tariffs and agrees that information stored at the request of ICG, pursuant to this Agreement, shall be available to those telecommunications service providers. The terms and conditions contained in the attached Addendum(s) are hereby made a part of this Agreement as if fully incorporated herein.
- B. LIDB is accessed for the following purposes:
1. Billed Number Screening
  2. Calling Card Validation
  3. Fraud Control
- C. BellSouth will provide seven days per week, 24-hours per day, fraud monitoring on Calling Cards, bill-to-third and collect calls made to numbers in BellSouth's LIDB, provided that such information is included in the LIDB query. BellSouth will establish fraud alert thresholds and will notify ICG of fraud alerts so that ICG may take action it deems appropriate. ICG understands and agrees BellSouth will administer all data stored in the LIDB, including the data provided by ICG pursuant to this Agreement, in the same manner as BellSouth's data for BellSouth's end user customers. BellSouth shall not be responsible to ICG for any lost revenue which may result from BellSouth's administration of the LIDB pursuant to its established practices and procedures as they exist and as they may be changed by BellSouth in its sole discretion from time to time.

ICG understands that BellSouth currently has in effect numerous billing and collection agreements with various interexchange carriers and billing clearing houses. ICG further understands that these billing and collection customers of BellSouth query BellSouth's LIDB to determine whether to accept various billing options from end users. Additionally, ICG understands that presently BellSouth has no method to differentiate between BellSouth's own billing and line data in the LIDB and such data which it includes in the LIDB on ICG's behalf pursuant to this Agreement. Therefore, until such time as BellSouth can and does implement in its LIDB and its

supporting systems the means to differentiate ICG's data from BellSouth's data and the Parties to this Agreement execute appropriate amendments hereto, the following terms and conditions shall apply:

- (a) ICG agrees that it will accept responsibility for telecommunications services billed by BellSouth for its billing and collection customers for ICG's end user accounts which are resident in LIDB pursuant to this Agreement. ICG authorizes BellSouth to place such charges on ICG's bill from BellSouth and agrees that it shall pay all such charges. Charges for which ICG hereby takes responsibility include, but are not limited to, collect and third number calls.
- (b) Charges for such services shall appear on a separate BellSouth bill page identified with the name of the entity for which BellSouth is billing the charge.
- (c) ICG shall have the responsibility to render a billing statement to its end users for these charges, but ICG's obligation to pay BellSouth for the charges billed shall be independent of whether ICG is able or not to collect from ICG's end users.
- (d) BellSouth shall not become involved in any disputes between ICG and the entities for which BellSouth performs billing and collection. BellSouth will not issue adjustments for charges billed on behalf of an entity to ICG. It shall be the responsibility of ICG and the other entity to negotiate and arrange for any appropriate adjustments.

## **II. TERM**

This Agreement will be effective as of the date that the entire Interconnection Agreement is approved by the KYPSC and will continue in effect for one year, and thereafter may be continued until terminated by either Party upon thirty (30) days written notice to the other Party.

## **III. FEES FOR SERVICE AND TAXES**

- A. ICG will not be charged a fee for storage services provided by BellSouth to ICG, as described in Section I of this Agreement.
- B. Sales, use and all other taxes (excluding taxes on BellSouth's income) determined by BellSouth or any taxing authority to be due to any federal, state or local taxing jurisdiction with respect to the provision of the service set forth herein will be paid by ICG. ICG shall have the right to have BellSouth contest with the imposing jurisdiction, at ICG's expense, any such taxes that ICG deems are improperly levied.

#### IV. INDEMNIFICATION

To the extent not prohibited by law, each Party will indemnify the other and hold the other harmless against any loss, cost, claim, injury, or liability relating to or arising out of negligence or willful misconduct by the indemnifying Party or its agents or contractors in connection with the indemnifying Party's provision of services, provided, however, that any indemnity for any loss, cost, claim, injury or liability arising out of or relating to errors or omissions in the provision of services under this Agreement shall be limited as otherwise specified in this Agreement. The indemnifying Party under this Section agrees to defend any suit brought against the other Party for any such loss, cost, claim, injury or liability. The indemnified Party agrees to notify the other Party promptly, in writing, of any written claims, lawsuits, or demands for which the other Party is responsible under this Section and to cooperate in every reasonable way to facilitate defense or settlement of claims. The indemnifying Party shall not be liable under this Section for settlement by the indemnified Party of any claim, lawsuit, or demand unless the defense of the claim, lawsuit, or demand has been tendered to it in writing and the indemnifying Party has unreasonably failed to assume such defense.

#### V. LIMITATION OF LIABILITY

Neither Party shall be liable to the other Party for any lost profits or revenues or for any indirect, incidental or consequential damages incurred by the other Party arising from this Agreement or the services performed or not performed hereunder, regardless of the cause of such loss or damage.

#### VI. MISCELLANEOUS

- A. It is understood and agreed to by the Parties that BellSouth may provide similar services to other companies.
- B. All terms, conditions and operations under this Agreement shall be performed in accordance with, and subject to, all applicable local, state or federal legal and regulatory tariffs, rulings, and other requirements of the federal courts, the U. S. Department of Justice and state and federal regulatory agencies. Nothing in this Agreement shall be construed to cause either Party to violate any such legal or regulatory requirement and either Party's obligation to perform shall be subject to all such requirements.
- C. ICG agrees to submit to BellSouth all advertising, sales promotion, press releases, and other publicity matters relating to this Agreement wherein BellSouth's corporate or trade names, logos, trademarks or service marks or those of BellSouth's affiliated



companies are mentioned or language from which the connection of said names or trademarks therewith may be inferred or implied; and ICG further agrees not to publish or use advertising, sales promotions, press releases, or publicity matters without BellSouth's prior written approval.

- D. This Agreement constitutes the entire Agreement between ICG and BellSouth which supersedes all prior Agreements or contracts, oral or written representations, statements, negotiations, understandings, proposals and undertakings with respect to the subject matter hereof.
- E. Except as expressly provided in this Agreement, if any part of this Agreement is held or construed to be invalid or unenforceable, the validity of any other Section of this Agreement shall remain in full force and effect to the extent permissible or appropriate in furtherance of the intent of this Agreement.
- F. Neither Party shall be held liable for any delay or failure in performance of any part of this Agreement for any cause beyond its control and without its fault or negligence, such as acts of God, acts of civil or military authority, government regulations, embargoes, epidemics, war, terrorist acts, riots, insurrections, fires, explosions, earthquakes, nuclear accidents, floods, strikes, power blackouts, volcanic action, other major environmental disturbances, unusually severe weather conditions, inability to secure products or services of other persons or transportation facilities, or acts or omissions of transportation common carriers.
- G. This Agreement shall be deemed to be a contract made under the laws of the State of Georgia, and the construction, interpretation and performance of this Agreement and all transactions hereunder shall be governed by the domestic law of such State.

**RESALE ADDENDUM  
TO LINE INFORMATION DATA BASE (LIDB)  
STORAGE AGREEMENT**

This is a Resale Addendum to the Line Information Data Base Storage Agreement dated \_\_\_\_\_, 199 \_\_, between BellSouth Telecommunications, Inc. ("BellSouth"), and ICG ("ICG"), effective the \_\_\_\_ day of \_\_\_\_\_, 199 \_\_.

**I. GENERAL**

This Addendum sets forth the terms and conditions for ICG's provision of billing number information to BellSouth for inclusion in BellSouth's LIDB. BellSouth will store in its LIDB the billing number information provided by ICG, and BellSouth will provide responses to on-line, call-by-call queries to this information for purposes specified in Section I.B. of the Agreement.

**II. DEFINITIONS**

- A. Billing number - a number used by BellSouth for the purpose of identifying an account liable for charges. This number may be a line or a special billing number.
- B. Line number - a ten digit number assigned by BellSouth that identifies a telephone line associated with a resold local exchange service, or with a SPNP arrangement.
- C. Special billing number - a ten digit number that identifies a billing account established by BellSouth in connection with a resold local exchange service or with a SPNP arrangement.
- D. Calling Card number - a billing number plus PIN number assigned by BellSouth.
- E. PIN number - a four digit security code assigned by BellSouth which is added to a billing number to compose a fourteen digit calling card number.
- F. Toll billing exception indicator - associated with a billing number to indicate that it is considered invalid for billing of collect calls or third number calls or both, by the ICG.
- G. Billed Number Screening - refers to the activity of determining whether a toll billing exception indicator is present for a particular billing number.

- H. Calling Card Validation - refers to the activity of determining whether a particular calling card number exists as stated or otherwise provided by a caller.
- I. Billing number information - information about billing number or Calling Card number as assigned by BellSouth and toll billing exception indicator provided to BellSouth by the ICG.

### **III. RESPONSIBILITIES OF PARTIES**

- A. BellSouth will include billing number information associated with resold exchange lines or SPNP arrangements in its LIDB. The ICG will request any toll billing exceptions via the Local Service Request (LSR) form used to order resold exchange lines, or the SPNP service request form used to order SPNP arrangements.
- B. Under normal operating conditions, BellSouth shall include the billing number information in its LIDB upon completion of the service order establishing either the resold local exchange service or the SPNP arrangement, provided that BellSouth shall not be held responsible for any delay or failure in performance to the extent such delay or failure is caused by circumstances or conditions beyond BellSouth's reasonable control. BellSouth will store in its LIDB an unlimited volume of the working telephone numbers associated with either the resold local exchange lines or the SPNP arrangements. For resold local exchange lines or for SPNP arrangements, BellSouth will issue line-based calling cards only in the name of ICG. BellSouth will not issue line-based calling cards in the name of ICG's individual end users. In the event that ICG wants to include calling card numbers assigned by the ICG in the BellSouth LIDB, a separate agreement is required.
- C. BellSouth will provide responses to on-line, call-by-call queries to the stored information for the specific purposes listed in the next paragraph.
- D. BellSouth is authorized to use the billing number information to perform the following functions for authorized users on an on-line basis:
  - 1. Validate a 14 digit Calling Card number where the first 10 digits are a line number or special billing number assigned by BellSouth, and where the last four digits (PIN) are a security code assigned by BellSouth.
  - 2. Determine whether the ICG has identified the billing number as one which should not be billed for collect or third number calls, or both.

**RAO Hosting**

1. RAO Hosting, Calling Card and Third Number Settlement System (CATS) and Non-Intercompany Settlement System (NICS) services provided to ICG by BellSouth will be in accordance with the methods and practices regularly adopted and applied by BellSouth to its own operations during the term of this Agreement, including such revisions as may be made from time to time by BellSouth.
2. ICG shall furnish all relevant information required by BellSouth for the provision of RAO Hosting, CATS and NICS.
3. Applicable compensation amounts will be billed by BellSouth to ICG on a monthly basis in arrears. Amounts due from one Party to the other (excluding adjustments) are payable within thirty (30) days of receipt of the billing statement.
4. ICG must have its own unique RAO code. Requests for establishment of RAO status where BellSouth is the selected Centralized Message Distribution System (CMDMS) interfacing host, require written notification from ICG to the BellSouth RAO Hosting coordinator at least eight (8) weeks prior to the proposed effective date. The proposed effective date will be mutually agreed upon between the Parties with consideration given to time necessary for the completion of required Telcordia (formerly BellCore) functions. BellSouth will request the assignment of an RAO code from its connecting contractor, currently Telcordia (formerly BellCore), on behalf of ICG and will coordinate all associated conversion activities.
5. BellSouth will receive messages from ICG that are to be processed by BellSouth, another LEC or CLEC in the BellSouth region or a LEC outside the BellSouth region.
6. BellSouth will perform invoice sequence checking, standard EMI format editing, and balancing of message data with the EMI trailer record counts on all data received from ICG.
7. All data received from ICG that is to be processed or billed by another LEC or CLEC within the BellSouth region will be distributed to that LEC or CLEC in accordance with the agreement(s) which may be in effect between BellSouth and the involved LEC or CLEC.
8. All data received from ICG that is to be placed on the CMDMS network for distribution outside the BellSouth region will be handled in accordance with the agreement(s) which may be in effect between BellSouth and its connecting contractor (currently Telcordia (formerly BellCore)).

9. BellSouth will receive messages from the CMDS network that are destined to be processed by ICG and will forward them to ICG on a daily basis.
10. Transmission of message data between BellSouth and ICG will be via CONNECT: Direct.
11. All messages and related data exchanged between BellSouth and ICG will be formatted in accordance with accepted industry standards for EMI formatted records and packed between appropriate EMI header and trailer records, also in accordance with accepted industry standards.
12. ICG will ensure that the recorded message detail necessary to recreate files provided to BellSouth will be maintained for back-up purposes for a period of three (3) calendar months beyond the related message dates.
13. Should it become necessary for ICG to send data to BellSouth more than sixty (60) days past the message date(s), ICG will notify BellSouth in advance of the transmission of the data. If there will be impacts outside the BellSouth region, BellSouth will work with its connecting contractor and ICG to notify all affected Parties.
14. In the event that data to be exchanged between the two Parties should become lost or destroyed, both Parties will work together to determine the source of the problem. Once the cause of the problem has been jointly determined and the responsible Party (BellSouth or ICG) identified and agreed to, the company responsible for creating the data (BellSouth or ICG) will make every effort to have the affected data restored and retransmitted. If the data cannot be retrieved, the responsible Party will be liable to the other Party for any resulting lost revenue. Lost revenue may be a combination of revenues that could not be billed to the end users and associated access revenues. Both Parties will work together to estimate the revenue amount based upon historical data through a method mutually agreed upon. The resulting estimated revenue loss will be paid by the responsible Party to the other Party within three (3) calendar months of the date of problem resolution, or as mutually agreed upon by the Parties.
15. Should an error be detected by the EMI format edits performed by BellSouth on data received from ICG, the entire pack containing the affected data will not be processed by BellSouth. BellSouth will notify ICG of the error condition. ICG will correct the error(s) and will resend the entire pack to BellSouth for processing. In the event that an out-of-sequence condition occurs on subsequent packs, ICG will resend these

packs to BellSouth after the pack containing the error has been successfully reprocessed by BellSouth.

16. In association with message distribution service, BellSouth will provide ICG with associated intercompany settlements reports (CATS and NICS) as appropriate.
17. In no case shall either Party be liable to the other for any direct or consequential damages incurred as a result of the obligations set out in this agreement.
18. RAO Compensation
  - 18.1 Rates for message distribution service provided by BellSouth for ICG are as set forth in Exhibit A to this Attachment.
  - 18.2 Rates for data transmission associated with message distribution service are as set forth in Exhibit A to this Attachment.
  - 18.3 Data circuits (private line or dial-up) will be required between BellSouth and ICG for the purpose of data transmission. Where a dedicated line is required, ICG will be responsible for ordering the circuit, overseeing its installation and coordinating the installation with BellSouth. ICG will also be responsible for any charges associated with this line. Equipment required on the BellSouth end to attach the line to the mainframe computer and to transmit successfully ongoing will be negotiated on a case by case basis. Where a dial-up facility is required, dial circuits will be installed in the BellSouth data center by BellSouth and the associated charges assessed to ICG. Additionally, all message toll charges associated with the use of the dial circuit by ICG will be the responsibility of ICG. Associated equipment on the BellSouth end, including a modem, will be negotiated on a case by case basis between the Parties.
  - 18.4 All equipment, including modems and software, that is required on the ICG end for the purpose of data transmission will be the responsibility of ICG.
19. Intercompany Settlements Messages
  - 19.1 This Section addresses the settlement of revenues associated with traffic originated from or billed by ICG as a facilities based provider of local exchange telecommunications services outside the BellSouth region. Only traffic that originates in one Bell operating territory and bills in another Bell operating territory is included. Traffic that originates and bills within the same Bell operating territory will be settled on a local basis between ICG and the involved company(ies), unless that company is participating in NICS.

- 19.2 Both traffic that originates outside the BellSouth region by ICG and is billed within the BellSouth region, and traffic that originates within the BellSouth region and is billed outside the BellSouth region by ICG, is covered by this Agreement (CATS). Also covered is traffic that either is originated by or billed by ICG, involves a company other than ICG, qualifies for inclusion in the CATS settlement, and is not originated or billed within the BellSouth region (NICS).
- 19.3 Once ICG is operating within the BellSouth territory, revenues associated with calls originated and billed within the BellSouth region will be settled via Telcordia (formerly BellCore)'s, its successor or assign, NICS system.
- 19.4 BellSouth will receive the monthly NICS reports from Telcordia (formerly BellCore), its successor or assign, on behalf of ICG. BellSouth will distribute copies of these reports to ICG on a monthly basis.
- 19.5 BellSouth will receive the monthly Calling Card and Third Number Settlement System (CATS) reports from Telcordia (formerly BellCore), its successor or assign, on behalf of ICG. BellSouth will distribute copies of these reports to ICG on a monthly basis.
- 19.6 BellSouth will collect the revenue earned by ICG from the Bell operating company in whose territory the messages are billed (CATS), less a per message billing and collection fee of five cents (\$0.05), on behalf of ICG. BellSouth will remit the revenue billed by ICG to the Bell operating company in whose territory the messages originated, less a per message billing and collection fee of five cents (\$0.05), on behalf on ICG. These two amounts will be netted together by BellSouth and the resulting charge or credit issued to ICG via a monthly Carrier Access Billing System (CABS) miscellaneous bill.
- 19.7 BellSouth will collect the revenue earned by ICG within the BellSouth territory from another CLEC also within the BellSouth territory (NICS) where the messages are billed, less a per message billing and collection fee of five cents (\$0.05), on behalf of ICG. BellSouth will remit the revenue billed by ICG within the BellSouth region to the CLEC also within the BellSouth region, where the messages originated, less a per message billing and collection fee of five cents (\$0.05). These two amounts will be netted together by BellSouth and the resulting charge or credit issued to ICG via a monthly Carrier Access Billing System (CABS) miscellaneous bill.
- BellSouth and ICG agree that monthly netted amounts of less than fifty dollars (\$50.00) will not be settled.

### Optional Daily Usage File

1. Upon written request from ICG, BellSouth will provide the Optional Daily Usage File (ODUF) service to ICG pursuant to the terms and conditions set forth in this section.
2. ICG shall furnish all relevant information required by BellSouth for the provision of the Optional Daily Usage File.
3. The Optional Daily Usage Feed will contain billable messages that were carried over the BellSouth Network and processed in the BellSouth Billing System, but billed to an ICG customer.

Charges for delivery of the Optional Daily Usage File will appear on ICG's monthly bills. The charges are as set forth in Exhibit A to this Attachment.

4. The Optional Daily Usage Feed will contain both rated and unrated messages. All messages will be in the standard Alliance for Telecommunications Industry Solutions (ATIS) EMI record format.
5. Messages that error in ICG's billing system will be the responsibility of ICG. If, however, ICG should encounter significant volumes of errored messages that prevent processing by ICG within its systems, BellSouth will work with the to determine the source of the errors and the appropriate resolution.
6. The following specifications shall apply to the Optional Daily Usage Feed.

6.1 Usage To Be Transmitted

6.1.1 The following messages recorded by BellSouth will be transmitted to ICG:

- Message recording for per use/per activation type services (examples: Three Way Calling, Verify, Interrupt, Call Return, etc.)
- Measured billable Local
- Directory Assistance messages
- IntraLATA Toll
- WATS & 800 Service
- N11
- Information Service Provider Messages



- Operator Services Messages
  - Operator Services Message Attempted Calls (UNE only)
  - Credit/Cancel Records
  - Usage for Voice Mail Message Service
- 6.1.2 Rated Incollects (originated in BellSouth and from other companies) can also be on Optional Daily Usage File. Rated Incollects will be intermingled with BellSouth recorded rated and unrated usage. Rated Incollects will not be packed separately.
- 6.1.3 BellSouth will perform duplicate record checks on records processed to Optional Daily Usage File. Any duplicate messages detected will be deleted and not sent to ICG.
- 6.1.4 In the event that ICG detects a duplicate on Optional Daily Usage File they receive from BellSouth, ICG will drop the duplicate message (ICG will not return the duplicate to BellSouth).
- 6.2 Physical File Characteristics
- 6.2.1 The Optional Daily Usage File will be distributed to ICG via an agreed medium with CONNECT: Direct being the preferred transport method. The Daily Usage Feed will be a variable block format (2476) with an LRECL of 2472. The data on the Daily Usage Feed will be in a non-compacted EMI format (175 byte format plus modules). It will be created on a daily basis (Monday through Friday except holidays). Details such as data set name and delivery schedule will be addressed during negotiations of the distribution medium. There will be a maximum of one data set per workday per OCN.
- 6.2.2 Data circuits (private line or dial-up) may be required between BellSouth and ICG for the purpose of data transmission. Where a dedicated line is required, ICG will be responsible for ordering the circuit, overseeing its installation and coordinating the installation with BellSouth. ICG will also be responsible for any charges associated with this line. Equipment required on the BellSouth end to attach the line to the mainframe computer and to transmit successfully ongoing will be negotiated on a case by case basis. Where a dial-up facility is required, dial circuits will be installed in the BellSouth data center by BellSouth and the associated charges assessed to ICG. Additionally, all message toll charges associated with the use of the dial circuit by ICG will be the responsibility of ICG. Associated equipment on the BellSouth end, including a modem, will be negotiated on a case by case basis between the parties.

All equipment, including modems and software, that is required on ICG end for the purpose of data transmission will be the responsibility of ICG.

### 6.3 Packing Specifications

6.3.1 A pack will contain a minimum of one message record or a maximum of 99,999 message records plus a pack header record and a pack trailer record. One transmission can contain a maximum of 99 packs and a minimum of one pack.

6.3.2 The OCN, From RAO, and Invoice Number will control the invoice sequencing. The From RAO will be used to identify to ICG which BellSouth RAO that is sending the message. BellSouth and ICG will use the invoice sequencing to control data exchange. BellSouth will be notified of sequence failures identified by ICG and resend the data as appropriate.

### **THE DATA WILL BE PACKED USING ATIS EMI RECORDS.**

### 6.4 Pack Rejection

6.4.1 ICG will notify BellSouth within one business day of rejected packs (via the mutually agreed medium). Packs could be rejected because of pack sequencing discrepancies or a critical edit failure on the Pack Header or Pack Trailer records (i.e. out-of-balance condition on grand totals, invalid data populated). Standard ATIS EMI Error Codes will be used. ICG will not be required to return the actual rejected data to BellSouth. Rejected packs will be corrected and retransmitted to ICG by BellSouth.

### 6.5 Control Data

ICG will send one confirmation record per pack that is received from BellSouth. This confirmation record will indicate ICG received the pack and the acceptance or rejection of the pack. Pack Status Code(s) will be populated using standard ATIS EMI error codes for packs that were rejected by ICG for reasons stated in the above section.

### 6.6 Testing

6.6.1 Upon request from ICG, BellSouth shall send test files to ICG for the Optional Daily Usage File. The parties agree to review and discuss the file's content and/or format. For testing of usage results, BellSouth shall request that ICG set up a production (LIVE) file. The live test may consist of ICG's employees making test calls for the types of services ICG requests on the Optional Daily Usage File. These test calls are logged by ICG, and the logs are provided to BellSouth. These logs will be used to verify the files. Testing will be completed within 30 calendar days from the date on which the initial test file was sent.

**Enhanced Optional Daily Usage File**

1. Upon written request from ICG, BellSouth will provide the Enhanced Optional Daily Usage File (EODUF) service to ICG pursuant to the terms and conditions set forth in this section. EODUF will only be sent to existing ODUF subscribers who request the EODUF option.
2. The ICG shall furnish all relevant information required by BellSouth for the provision of the Enhanced Optional Daily Usage File.
3. The Enhanced Optional Daily Usage File (EODUF) will provide usage data for local calls originating from resold Flat Rate Business and Residential Lines.
4. Charges for delivery of the Enhanced Optional Daily Usage File will appear on ICG's monthly bills. The charges are as set forth in Exhibit A to this Attachment.
5. All messages will be in the standard Alliance for Telecommunications Industry Solutions (ATIS) EMI record format.
6. Messages that error in the billing system of ICG will be the responsibility of ICG. If, however, ICG should encounter significant volumes of errored messages that prevent processing by ICG within its systems, BellSouth will work with ICG to determine the source of the errors and the appropriate resolution.
7. The following specifications shall apply to the Optional Daily Usage Feed.

7.1 Usage To Be Transmitted

- 7.1.1 The following messages recorded by BellSouth will be transmitted to ICG:

Customer usage data for flat rated local call originating from ICG's end user lines (1FB or 1FR). The EODUF record for flat rate messages will include:

Date of Call  
From Number  
To Number  
Connect Time  
Conversation Time  
Method of Recording  
From RAO  
Rate Class

Message Type  
Billing Indicators  
Bill to Number

7.1.2 BellSouth will perform duplicate record checks on EODUF records processed to Optional Daily Usage File. Any duplicate messages detected will be deleted and not sent to ICG.

7.1.3 In the event that ICG detects a duplicate on Enhanced Optional Daily Usage File they receive from BellSouth, ICG will drop the duplicate message (ICG will not return the duplicate to BellSouth).

7.2 Physical File Characteristics

7.2.1 The Enhanced Optional Daily Usage Feed will be distributed to ICG over their existing Optional Daily Usage File (ODUF) feed. The EODUF messages will be intermingled among ICG's Optional Daily Usage File (ODUF) messages. The EODUF will be a variable block format (2476) with an LRECL of 2472. The data on the EODUF will be in a non-compacted EMI format (175 byte format plus modules). It will be created on a daily basis (Monday through Friday except holidays).

7.2.2 Data circuits (private line or dial-up) may be required between BellSouth and ICG for the purpose of data transmission. Where a dedicated line is required, ICG will be responsible for ordering the circuit, overseeing its installation and coordinating the installation with BellSouth. ICG will also be responsible for any charges associated with this line. Equipment required on the BellSouth end to attach the line to the mainframe computer and to transmit successfully ongoing will be negotiated on a case by case basis. Where a dial-up facility is required, dial circuits will be installed in the BellSouth data center by BellSouth and the associated charges assessed to ICG. Additionally, all message toll charges associated with the use of the dial circuit by ICG will be the responsibility of ICG. Associated equipment on the BellSouth end, including a modem, will be negotiated on a case by case basis between the parties. All equipment, including modems and software, that is required on ICG's end for the purpose of data transmission will be the responsibility of ICG.

7.3 Packing Specifications

7.3.1 A pack will contain a minimum of one message record or a maximum of 99,999 message records plus a pack header record and a pack trailer record. One transmission can contain a maximum of 99 packs and a minimum of one pack.

- 7.3.2 The Operating Company Number (OCN), From Revenue Accounting Office (RAO), and Invoice Number will control the invoice sequencing. The From RAO will be used to identify to ICG which BellSouth RAO that is sending the message. BellSouth and ICG will use the invoice sequencing to control data exchange. BellSouth will be notified of sequence failures identified by ICG and resend the data as appropriate.

**THE DATA WILL BE PACKED USING ATIS EMI RECORDS.**

## CALLING NAME DELIVERY (CNAM) DATABASE SERVICES

### 1. DEFINITIONS

For the purpose of this Attachment, the following terms shall be defined as:

**CALLING NAME DELIVERY DATABASE SERVICE (CNAM)** - The ability to associate a name with the calling party number, allowing the end user subscriber (to which a call is being terminated) to view the calling party's name before the call is answered. This service also provides ICG the opportunity to load and store its subscriber names in the BellSouth CNAM SCPs.

**CALLING PARTY NUMBER (CPN)** - The number of the calling party that is delivered to the terminating switch using common channel signaling system 7 (CCS7) technology, and that is contained in the Initial Address Message (IAM) portion of the CCS7 call setup.

**COMMON CHANNEL SIGNALING SYSTEM 7 (CCS7)** - A network signaling technology in which all signaling information between two or more nodes is transmitted over high-speed data links, rather than over voice circuits.

**SERVICE CONTROL POINTs (SCPs)** - The real-time data base systems that contain the names to be provided in response to queries received from CNAM SSPs.

**SERVICE MANAGEMENT SYSTEM (SMS)** - The main operations support system of CNAM DATABASE SERVICE. CNAM records are loaded into the SMS, which in turn downloads into the CNAM SCP.

**SERVICE SWITCHING POINTs (SSPs)** - Features of computerized switches in the telephone network that determine that a terminating line has subscribed to CNAM service, and then communicate with CNAM SCPs in order to provide the name associated with the calling party number.

**SUBSYSTEM NUMBER (SSN)** - The address used in the Signaling Connection Control Part (SCCP) layer of the SS7 protocol to designate an application at an end signaling point. A SSN for CNAM at the end office designates the CNAM application within the end office. BellSouth uses the CNAM SSN of 232.

### 2. ATTACHMENT

- 2.1 This Attachment contains the terms and conditions where BellSouth will provide to ICG access to the BellSouth CNAM SCP for query or record storage purposes.

ICG shall submit to BellSouth a notice of its intent to access and utilize BellSouth CNAM Database Services pursuant to the terms and conditions of this Attachment. Said notice shall be in writing, no less than 60 days prior to ICG's access to BellSouth's CNAM Database Services and shall be addressed to ICG's Account Manager.

### **3. PHYSICAL CONNECTION AND COMPENSATION**

- 3.1 BellSouth's provision of CNAM Database Services to ICG requires interconnection from ICG to BellSouth CNAM Service Control Points (SCPs). Such interconnections shall be established pursuant to Attachment 3 of this Agreement. The appropriate charge for access to and use of the BellSouth CNAM Database service shall be as set forth in this Attachment.
- 3.2 In order to formulate a CNAM query to be sent to the BellSouth CNAM SCP, ICG shall provide its own CNAM SSP. ICG's CNAM SSPs must be compliant with TR-NWT-001188, "CLASS Calling Name Delivery Generic Requirements".
- 3.3 If ICG elects to access the BellSouth CNAM SCP via a third party CCS7 transport provider, the third party CCS7 provider shall interconnect with the BellSouth CCS7 network according to BellSouth's Common Channel Signaling Interconnection Guidelines and Telcordia (formerly BellCore)'s CCS Network Interface Specification document, TR-TSV-000905. In addition, the third party provider shall establish CCS7 interconnection at the BellSouth Local Signal Transfer Points (LSTPs) serving the BellSouth CNAM SCPs that ICG desires to query.
- 3.4 Out-Of-Region Customers. If the customer queries the BellSouth CNAM SCP via a third party national SS7 transport provider, the third party SS7 provider shall interconnect with the BellSouth CCS7 network according to BellSouth's Common Channel Signaling Interconnection Guidelines and Bellcore's CCS Network Interface Specification document, TR-TSV-000905. In addition, the third party provider shall establish SS7 interconnection at one or more of the BellSouth Gateway Signal Transfer Points (STPs). The payment of all costs associated with the transport of SS7 signals via a third party will be established by mutual agreement of the parties and writing shall, by this reference become an integral part of this Agreement.

### **4. CNAM RECORD INITIAL LOAD AND UPDATES**

- 4.1 The mechanism to be used by ICG for initial CNAM record load and/or updates shall be determined by mutual agreement. The initial load and all updates shall be provided by ICG in the BellSouth specified format and shall contain records for every working telephone number that can originate phone calls. It is the responsibility of ICG to provide accurate information to BellSouth on a current basis.

- 4.2 Updates to the SMS shall occur no less than once a week, reflect service order activity affecting either name or telephone number, and involve only record additions, deletions or changes.
- 4.3 ICG CNAM records provided for storage in the BellSouth CNAM SCP shall be available, on a SCP query basis only, to all parties querying the BellSouth CNAM SCP. Further, CNAM service shall be provided by each party consistent with state and/or federal regulation.



BELLSOUTH/ICG RATES  
ODUF/EDOUF/CMDS/CNAM

RATES		
DESCRIPTION	USOC	KY
<b>ODUF/EDOUF/CMDS</b>		
ODUF: Recording, per message	N/A	\$0.001
ODUF: Message Processing, per message	N/A	\$0.003
EODUF: Message Processing, per message	N/A	\$0.004
CMDS: Message Processing, per message	N/A	\$0.004
ODUF: Message Processing, per magnetic tape provisioned	N/A	\$55.68
EODUF: Message Processing, per magnetic tape provisioned	N/A	\$47.30
ODUF: Data Transmission (CONNECT:DIRECT), per message	N/A	\$0.000
EODUF: Data Transmission (CONNECT:DIRECT), per message	N/A	\$0.0000364
CMDS: Data Transmission (CONNECT:DIRECT), per message	N/A	\$0.001
<b>CALLING NAME (CNAM) QUERY SERVICE</b>		
CNAM (Database Owner), Per Query	N/A	\$0.016
CNAM (Non-Database Owner), Per Query *	N/A	\$0.01
NRC, applicable when ICG uses the Character Based User Interface (CHUI) method to transmit the names to the BellSouth CNAM database	N/A	\$595.00
* Volume and term arrangements are also available.		
<b>NOTES:</b> If no rate is identified in the contract, the rate for the specific service or function will be as set forth in applicable BellSouth tariff or as negotiated by the parties upon request of either party		

**Attachment 2**  
**Network Elements and Other Services**

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## ACCESS TO NETWORK ELEMENTS AND OTHER SERVICES

### 1. Introduction

- 1.1 Network Element is defined to mean a facility or equipment used in the provision of a telecommunications service. Such term may include, but is not limited to, features, functions, and capabilities that are provided by means of such facility or equipment, including but not limited to, subscriber numbers, databases, signaling systems, and information sufficient for billing and collection or used in the transmission, routing, or other provision of a telecommunications service. BellSouth offers access to the Network Elements, unbundled loops; network interface device; sub-loop elements; local switching; transport; tandem switching; operator systems; signaling; access to call-related databases; dark fiber as set forth in this Attachment.
- 1.2 BellSouth shall, upon request of ICG, and to the extent technically feasible, provide to ICG access to its network elements for the provision of ICG's telecommunications service. If no rate is identified in the contract, the rate for the specific service or function will be as set forth in applicable BellSouth tariff or as negotiated by the Parties upon request by either Party.
- 1.3 ICG may purchase network elements and other services from BellSouth for the purpose of combining such network elements in any manner ICG chooses to provide telecommunication services to its intended users, including recreating existing BellSouth services. With the exception of the sub-loop elements which are located outside of the central office, BellSouth shall deliver the network elements purchased by ICG for combining to the designated ICG collocation space. The network elements shall be provided as set forth in this Attachment.
- 1.4 BellSouth will provide the following combined network elements for purchase by ICG. The rate of the following combined network elements is the sum of the individual element prices as set forth in this Attachment. Order Coordination as defined in Section 2 of Attachment 2 of this Agreement is available for each of these combinations:
- SL2 loop and cross connect
  - Port and cross connect
  - Port and cross connect and common (shared) transport
  - Port and vertical features
  - SL2 Loop with loop concentration
  - Port and common (shared) transport
  - SL2 Loop and LNP

- 1.5 BellSouth shall comply with the requirements as set forth in the technical references within Attachment 2 to the extent that they are consistent with the greater of BellSouth's actual performance or applicable industry standards.
- 1.6 In the event that any final and nonappealable legislative, regulatory, judicial or other legal action modifies or redefines the "Network Elements" in a manner which materially affects the terms of this Attachment or the Network Elements and/or prices set forth herein, either Party may, on thirty (30) days written notice, require renegotiation of such terms, and the Parties shall renegotiate in good faith such new terms in accordance with such legislative, regulatory, judicial or other legal action. In the event such new terms are not renegotiated within ninety (90) days after the notice for renegotiation, either Party may petition the Commission for resolution of the dispute between the Parties. Each Party reserves the right to seek judicial review of any Commission ruling concerning this Attachment.
- 1.7 ICG will adopt and adhere to the standards contained in the applicable CLEC Work Center Operational Understanding Agreement regarding maintenance and installation of service.
- 1.8 Upon request by ICG, and pursuant and in accordance with the guidelines set forth by the Federal Communication Commission in CC Docket No. 96-98 UNE Remand Order dated November 5, 1999 and November 24, 1999, BellSouth will convert the provision of special access services to UNEs to the extent possible on a mechanized basis. The costs associated with the conversion will be the costs for converting a service where no physical change to the network is required (i.e. a record change charge) and will be pursuant to procedures mutually agreed upon by the Parties.
- 1.9 **OPEN PENDING ARBITRATION ISSUE 4 – ENHANCED EXTENDED LINK**
2. **Unbundled Loops, Integrated Digital Loop Carriers, Network Interfaces Device, Unbundled Loop Concentration (ULC) System, Sub loops and Dark Fiber**
- All of the negotiated rates, terms and conditions set forth in this Section pertain to the provision of unbundled loops.
- 2.1 **Unbundled Loops**
- 2.1.1 **Definition**
- 2.1.2 The loop is the physical medium or functional path on which a subscriber's traffic is carried from the MDF or similar terminating device in a central office up to the

termination at the NID at the customer's premise. Each loop will be provisioned with a NID.

- 2.1.3 The provisioning of service to a CLEC will require cross-office cabling and cross-connections within the central office to connect the loop to a local switch or to other transmission equipment in collocation space. These cross-connects are a separate element and are not considered a part of the loop.
- 2.1.4 BellSouth Order Coordination referenced in Attachment 2 includes two types: "Order Coordination" and "Order Coordination - Time Specific."
- 2.1.5 "Order Coordination" refers to standard BellSouth service order coordination involving SL2 voice loops and all digital loops. Order coordination for physical conversions will be scheduled at BellSouth's discretion during normal working hours on the committed due date and ICG advised.
- 2.1.6 "Order Coordination - Time Specific" refers to service order coordination in which ICG requests a specific time for a service order conversion to take place. Loops on a single service order of 14 or more loops will be provisioned on a project basis. This is a chargeable option for any coordinated order and is billed in addition to the OC charge. ICG may specify a time between 9:00 a.m. and 4:00 p.m. (location time) Monday through Friday (excluding holidays). If ICG specifies a time outside this window, or selects a time or quantity of loops that requires BellSouth technicians to work outside normal work hours, overtime charges will apply in addition to the OC and OC-TS charges. Overtime charges will be applied according to actual costs based on type of force group required to perform the work, overtime hours worked and any special circumstances.
- 2.1.7 Where facilities are available, BellSouth will install loops within a 5-7 business days interval. For orders of 14 or more loops, the installation will be handled on a project basis and the intervals will be set by the BellSouth project manager for that order. Some loops require a Service Inquiry (SI) to determine if facilities are available prior to issuing the order. The interval for the SI process is separate from the installation interval. For expedite requests by ICG, expedite charges will apply for intervals less than 5 days. The charges outlined in BellSouth's FCC No. 1 Tariff, Section 5.1.1, will apply. If ICG cancels an order for network elements and other services, any costs incurred by BellSouth in conjunction with the provisioning of that order will be recovered in accordance with FCC No. 1 Tariff, Section 5.4.
- 2.1.8 If ICG modifies an order after being sent a Firm Order Confirmation (FOC) from BellSouth, any costs incurred by BellSouth to accommodate the modification will be reimbursed by ICG.

- 2.1.9 BellSouth will offer Unbundled Voice Loops (UVL) in two different service levels - Service Level One (SL1) and Service Level Two (SL2). SL1 loops will be non-designed, will not have test points, and will not come with any Order Coordination (OC) or engineering information/circuit make-up data. Upon issuance of an order in the service order system, SL1 loops will be activated on the due date in the same manner and time frames that BellSouth normally activates POTS-type loops for its customers. If ICG requests work to be done for SL1s that requires BellSouth technicians to work outside normal work hours, overtime charges will be applied according to actual costs based on type of force group required to perform the work, overtime hours worked and any special circumstances.
- 2.1.10 SL2 loops shall have test points, will be designed with a Design Layout Record provided to ICG, and will be provided with Order Coordination. The OC feature will allow ICG to coordinate the installation of the loop with the disconnect of an existing customer's service and/or number portability service. In these cases, BellSouth will perform the order conversion with standard order coordination at its discretion during normal work hours.
- 2.1.11 BellSouth will also offer Unbundled Digital Loops (UDL). They will be designed, will be provisioned with test points (where appropriate), and will come standard with Order Coordination and a Design Layout Record (DLR).
- 2.1.12 As a chargeable option on all loops except UVL-SL1 and UCL, BellSouth will offer Order Coordination - Time Specific (OC-TS). This will allow ICG the ability to specify the time that the coordinated conversion takes place. The OC-TS charge for orders due on the same day at the same location will be applied on a per Local Service Request (LSR) basis.
- 2.1.13 ICG will be responsible for testing and isolating troubles on the loops. Once ICG has isolated a trouble to the BellSouth provided loop, ICG will issue a trouble to BellSouth on the loop. BellSouth will take the actions necessary to repair the loop if a trouble actually exists. BellSouth will repair these loops in the same time frames that BellSouth repairs similarly situated loops to its customers.
- 2.1.14 If ICG reports a trouble on SL1 loops and no trouble actually exists, BellSouth will charge ICG for any dispatching and testing (both inside and outside the CO) required by BellSouth in order to confirm the loop's working status.
- 2.1.15 If ICG reports a trouble on SL2 loops and no trouble actually exists, BellSouth will charge ICG for any dispatching and testing, (outside the CO) required by BellSouth in order to confirm the loop's working status.
- 2.1.15.1 In addition to the UVLs and UDLs, BellSouth shall make available an Unbundled Copper Loop (UCL). The UCL will be a copper twisted pair loop up to eighteen

(18) kilofeet in length that is unencumbered by any intervening equipment (e.g., filters, load coils, range extenders, digital loop carrier, or repeaters). The UCL may contain up to 6,000 ft of bridge tap in addition to the loop itself.

- 2.1.15.2 The UCL loop will be a designed circuit, provisioned with a test point and come standard with a DLR. Order Coordination (OC) will be offered as a chargeable option on all UCL loops. Order Coordination – Time Specific (OC-TS) will not be offered on UCLs.
- 2.1.15.3 The UCL is a dry cooper loop and is not intended to support any particular telecommunications service. CLEC may use the UCL loop for a variety of services, including xDSL (e.g., ADSL and HDSL) services, by attaching appropriate terminal equipment of ICG's choosing. ICG will determine the type of service that will be provided over the loop.
- 2.1.15.4 Because the UCL loop shall be an unbundled loop offering that is separate and distinct from BellSouth's ADSL and HDSL capable loop offerings, ICG agrees that BellSouth's UCL loop will not be held to the service level and performance expectations that apply to its ADSL and HDSL unbundled loop offerings. BellSouth shall only be obligated to maintain copper continuity and provide balance relative to tip and ring on UCL loops.
- 2.1.15.5 The UCL loop shall be provided to ICG in accordance with BellSouth's Technical Reference 73600.
- 2.1.2 Technical Requirements
- 2.1.3 To the extent available within BellSouth's Network at a particular location, BellSouth will offer loops capable of supporting telecommunications services such as: POTS, Centrex, basic rate ISDN, analog PBX, voice grade private line, ADSL, HDSL, DS1 and digital data (up to 64 kb/s). If a requested loop type is not available, then ICG can use the Special Construction process to request that BellSouth place facilities or otherwise modify facilities in order to meet ICG's request.
- 2.1.3.1 ICG will be responsible for providing BellSouth with a Service Profile Identifier (SPID) associated with a particular ISDN-capable loop and end user. With the SPID, BellSouth will be able to adequately test the circuit and ensure that it properly supports ISDN service.
- 2.1.3.2 The loop will support the transmission, signaling, performance and interface requirements of the services described in 2.1.3 above. It is recognized that the requirements of different services are different, and that a number of types or grades of loops are required to support these services. Services provided over the loop by ICG will be consistent with industry standards and BellSouth's TR73600.



- 2.1.3.3 ICG may utilize the unbundled loops to provide any telecommunication service it wishes. However, BellSouth will only provision, maintain and repair the loops to the standards that are consistent with the type of loop ordered. For example, if ICG orders an ISDN-capable loop but wants to use the loop for a service other than ISDN, BellSouth will only support that the loop is capable of providing ISDN service. For non-service specific loops (e.g. UCL, loops modified by ICG using the Special Construction process), BellSouth will only support that the loop has copper continuity and balanced tip-and-ring.
- 2.1.3.4 In some instances, ICG will require access to a copper twisted pair loop unfettered by any intervening equipment (e.g., filters, load coils, range extenders, etc.), so that ICG can use the loop for a variety of services by attaching appropriate terminal equipment at the ends. ICG will determine the type of service that will be provided over the loop. In some cases, ICG may be required to pay additional charges for the removal of certain types of equipment. BellSouth's Special Construction process will be used to determine the costs and feasibility of these activities.
- 2.1.3.5 In cases in which ICG has requested that BellSouth remove equipment from the BellSouth loop, BellSouth will no longer be expected to maintain and repair the loop to the standards specified for that loop type in the TR73600 and other standards referenced in this Agreement. BellSouth will only support that these loops provide electrical continuity and balance relative to tip-and-ring.
- 2.1.3.6 ICG, in performance of its obligations pursuant to the preceding Section, shall maintain records that will reflect that pursuant to ICG's request BellSouth has removed certain equipment from BellSouth provided loops and as such the loop may not perform within the technical specifications associated with that loop type. ICG will not report to BellSouth troubles on said loops where the loops are not performing within the technical specifications of that loop type.
- 2.1.3.7 In addition, ICG recognizes there may be instances where a loop modified in this manner may be subjected to normal network configuration changes that may cause the circuit characteristics to be changed and may create an outage of the service that ICG has placed on the loop. If this occurs, BellSouth will work cooperatively with ICG to restore the circuit to its previous modified status as quickly as possible. ICG will pay the Time and Materials costs associated with BellSouth's work efforts needed to bring the loop back to its previous modified status.
- 2.1.4 The loop shall be provided to ICG in accordance with the following Technical References:
- 2.1.4.1 BellSouth's TR73600, Unbundled Local Loop Technical Specification

- 2.1.4.2 Telcordia (formerly BellCore) TR-NWT-000057, Functional Criteria for Digital Loop Carrier Systems, Issue 2, January 1993.
- 2.1.4.3 Telcordia (formerly BellCore) TR-NWT-000393, Generic Requirements for ISDN Basic Access Digital Subscriber Lines.
- 2.1.4.4 ANSI T1.102 - 1993, American National Standard for Telecommunications - Digital Hierarchy - Electrical Interfaces.
- 2.1.4.5 ANSI T1.403 - 1989, American National Standard for Telecommunications - Carrier to Customer Installation, DS1 Metallic Interface Specification.

## 2.2 **Integrated Digital Loop Carriers**

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

## 2.3 **Network Interface Device**

### 2.3.1 Definition

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

### 2.3.2 Technical Requirements

- 2.3.2.1 The Network Interface Device shall provide a clean, accessible point of connection for the inside wiring and for the Distribution Media and shall maintain a connection to ground that meets the requirements set forth below.

- 2.3.2.2 The NID shall be capable of transferring electrical analog or digital signals between the end user customer's inside wiring and the Distribution Media.
- 2.3.2.3 All NID posts or connecting points shall be in place, secure, usable and free of any rust or corrosion. The protective ground connection shall exist and be properly installed. The ground wire will also be free of rust or corrosion and have continuity relative to ground.
- 2.3.2.4 The NID shall be capable of withstanding all normal local environmental variations.
- 2.3.2.5 Where feasible, the NID shall be physically accessible to ICG designated personnel. In cases where entrance to the end user's premises is required to give access to the NID, ICG shall obtain entrance permission directly from the end user.
- 2.3.2.6 BellSouth shall offer the NID as a stand-alone component. Additionally, ICG may connect its loop to any spare capacity on the BellSouth NID. Where necessary to comply with an effective Commission order, BellSouth will allow ICG to disconnect the BellSouth loop from the BellSouth NID in order to connect ICG's loop to the BellSouth NID. In these cases, ICG accepts all liability associated with this process and it is ICG's responsibility to make sure the disconnected BellSouth loop is properly grounded.

### 2.3.3 Interface Requirements

- 2.3.3.1 The NID shall be equal to or better than all of the requirements for NIDs set forth in the following technical references:
  - 2.3.3.1.1 Telcordia (formerly BellCore) Technical Advisory TA-TSY-000120 "Customer Premises or Network Ground Wire";
  - 2.3.3.1.2 Telcordia (formerly BellCore) Generic Requirement GR-49-CORE "Generic Requirements for Outdoor Telephone Network Interface Devices";
  - 2.3.3.1.3 Telcordia (formerly BellCore) Technical Requirement TR-NWT-00239 "Indoor Telephone Network Interfaces";
  - 2.3.3.1.4 Telcordia (formerly BellCore) Technical Requirement TR-NWT-000937 "Generic Requirements for Outdoor and Indoor Building Entrance."

### 2.4 **Unbundled Loop Concentration (ULC) System**

- 2.4.1 BellSouth will provide to ICG Unbundled Loop Concentration (ULC). Loop concentration systems in the central office concentrate the signals transmitted over local loops onto a digital loop carrier system. The concentration device is placed

- inside a BellSouth central office. BellSouth will offer ULC with a TR008 interface or a TR303 interface.

2.4.2 ULC will be offered in two sizes. System A will allow up to 96 BellSouth loops to be concentrated onto multiple DS1s. The high speed connection from the concentrator will be at the electrical DS1 level and may connect to ICG at ICG's collocation site. System B will allow up to 192 BellSouth loops to be concentrated onto multiple DS1s. System A may be upgraded to a System B. A minimum of two DS1s is required for each system (i.e., System A requires two DS1s and System B would require an additional two DS1s or four in total). All DS1 interfaces will terminate to the CLEC's collocation space. ULC service is offered with or without concentration and with or without protection. A Line Interface element will be required for each loop that is terminated onto the ULC system. Rates for ULC are as set forth in this Attachment.

## 2.5 **Sub-loop Elements**

2.5.1 Where facilities permit and where necessary to comply with an effective Commission order, BellSouth shall offer access to its voice grade Unbundled Sub-Loop (USL), Unbundled Sub-Loop Concentration (USLC) System and Unbundled Network Terminating Wire (UNTW) elements.

2.5.2 Unbundled Sub-Loop (USL)

### 2.5.2.1 Definition

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

2.5.2.1.2 The Unbundled Sub-Loop will consist of a copper twisted pair. In areas with fiber distribution, Unbundled Sub-Loops cannot be provided.

2.5.3 Requirements for All Unbundled Sub-Loops

2.5.3.1 Voice grade Unbundled Sub-Loops were originally built as part of the entire voice grade loop from the BellSouth central office to the customer network interface. Therefore, the voice grade Unbundled Sub-Loop may have load coils which are necessary for transmission of voice grade services. The voice grade Unbundled Sub-Loops will be provided in accordance with technical reference TR73600.

- 2.5.3.2 Unbundled Sub-Loop shall support functions associated with provisioning, maintenance and testing of the Unbundled Sub-Loop. In a scenario that involves connection at a BellSouth cross-box located in the field, ICG would be required to deliver a cable to the BellSouth remote terminal or cross-box to provide continuity to ICG's feeder facilities. This cable would be connected, by a BellSouth technician, to a cross-connect panel within the BellSouth RT/cross-box. ICG's cable pairs can then be connected to BellSouth's USL within the BellSouth cross-box by the BellSouth technician. In a scenario that requires connection in a building equipment room, BellSouth will install a cross connect panel on which access to the requested sub-loops will be connected. The CLEC's cable pairs can then be connected to the Unbundled Sub-Loop pairs on this cross-connect panel by the BellSouth technician.
- 2.5.3.3 BellSouth will provide Unbundled Sub-Loops where possible. Through the firm order Service Inquiry (SI) process, BellSouth will determine if it is feasible to place the required facilities where ICG has requested access to Unbundled Sub-Loops. If existing capacity is sufficient to meet the CLEC demand, then BellSouth will perform the set-up work as described in section 2.5.3.4. If any work must be done to modify existing BellSouth facilities or add new facilities (other than adding the cross-connect panel in a building equipment room as noted in 2.5.3.4) to accommodate ICG's request for Unbundled Sub-Loops, BellSouth will use its Special Construction (SC) process to determine the additional costs required to provision the Unbundled Sub-Loops. ICG will then have the option of paying the one-time SC charge to modify the facilities to meet ICG's request.
- 2.5.3.4 During the initial set-up in a BellSouth cross-connect box in the field, the BellSouth technician will perform the necessary work to splice the CLEC's cable into the cross-connect box. For the set-up inside a building equipment room, BellSouth will perform the necessary work to install the cross-connect panel that will be used to provide access to the requested USLs. Once the set-up is complete, the CLEC requested sub-loop pairs would be provisioned through the service order process based on the submission of a LSR to the LCSC.
- 2.5.4 Interface Requirements
- 2.5.4.1 Unbundled Sub-Loop shall be equal to or better than each of the applicable interface requirements set forth in the following technical reference: \
- 2.5.4.1.1 Telcordia (formerly BellCore) TR-NWT-000049, "Generic Requirements for Outdoor Telephone Network Interface Devices," Issued December 1, 1994;
- 2.5.5 Unbundled Sub-Loop Concentration System (USLC)
- 2.5.5.1 Where facilities permit and where necessary to comply with an effective Commission order, BellSouth will provide to ICG with the ability to concentrate its sub-loops onto multiple DS1s back to the BellSouth Central Office. The DS1s

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

- 2.5.5.2 USLC, using the Lucent Series 5 equipment, will be offered in two different systems. System A will allow up to 96 of ICG's sub-loops to be concentrated onto multiple DS1s. System B will allow an additional 96 of ICG's sub-loops to be concentrated onto multiple DS1s. One System A may be supplemented with one System B and they both must be physically located in a single Series 5 dual channel bank. A minimum of two DS1s is required for each system (i.e., System A requires two DS1s and System B would require an additional two DS1s or four in total). The DS1 level facility that connects the RT site with the serving wire center is known as a Feeder Interface. All DS1 Feeder Interfaces will terminate to the CLEC's collocation space within the SWC that serves the RT where the CLEC's sub-loops are connected. USLC service is offered with or without concentration and with or without a protection DS1.
- 2.5.5.3 In these scenarios ICG would be required to place a cross-box, remote terminal (RT), or other similar device and deliver a cable to the BellSouth remote terminal. This cable would be connected, by a BellSouth technician, to a cross-connect panel within the BellSouth RT/cross-box and would allow ICG's sub-loops to then be placed on the ULSC and transported to their collocation space at a DS1 level.
- 2.5.6 Unbundled Network Terminating Wire (UNTW)
- 2.5.6.1 BellSouth agrees to offer its Unbundled Network Terminating Wire (UNTW) to ICG pursuant to the following terms and conditions at rates as set forth in this Attachment.
- 2.5.6.2 Definition
- 2.5.6.2.1 UNTW is twisted copper wire that extends from BellSouth's point-of-entry into a multi-dwelling unit (MDU) complex or multi-tenant unit (MTU) complex to the point of demarcation at the end-users location. The UNTW will not include a Network Interface Device (NID).
- 2.5.7 Requirements
- 2.5.7.1 BellSouth will retain the first pair of NTW going into each end user premises. BellSouth will offer spare pairs that are available to an end users premises to ICG. Available spare pairs are defined as pairs that are not being utilized by BellSouth or by a third party to provide an end user with working service at the time of ICG's request for UNTW. If no spare pairs are available and the end user is no longer using BellSouth's local service, BellSouth will relinquish the first pair to ICG. If after BellSouth has relinquished the first pair to ICG and the end user

decides to change local service providers to BellSouth, ICG will relinquish the first pair back to BellSouth.

2.5.7.2 Notwithstanding the foregoing, should BellSouth subsequently require the use of additional pair(s) to provide for the activation of additional lines in an end users premises in response to a request from such end user, ICG agrees to surrender their spare pair(s) upon request by BellSouth.

2.5.7.3 If an end user of ICG desires to receive local exchange service from a service provider who is not a Party to this Agreement, and such third party service provider needs access to the BellSouth UNTW to provide local exchange service to the end user, then ICG agrees to surrender the requisite number of its inactive spare pair(s) if no other spare pair is available and upon request by BellSouth.

2.5.7.4 If ICG has placed NTW at a location and an end user desires to receive local exchange service from BellSouth and BellSouth needs access to ICG's NTW to provide local exchange service to the end user, then ICG agrees to surrender the requisite number of its spare pair(s) upon request by BellSouth.

2.5.7.5 In new construction, where possible, both Parties may at their option and with the property owner's agreement install their own NTW. In existing construction, BellSouth shall not be required to install new or additional NTW beyond existing NTW to provision the services of the CLEC.

## 2.5.8 Technical Requirements

2.5.8.1 In these scenarios, BellSouth will connect the requested UNTW pairs to a cross-connect panel designed for CLEC access to BellSouth's NTW. ICG will be required to place a cross-box, terminal, or other similar device and deliver a cable to this cross-connect panel. ICG will then connect their cable to the cross-connect panel to access the requested UNTW pairs.

## 2.6 **Dark Fiber**

2.6.1 BellSouth agrees to offer access to Dark Fiber pursuant to the terms and conditions following and at the rates set forth in this Attachment. In Georgia, BellSouth is not required to construct the fiber if it is not available. In Kentucky, if BellSouth has plans to use the fiber in a three year planning period, there is no requirement to provide it. In all other states, BellSouth is not required to place the fibers if there are no fibers available. The Parties agree that Dark Fiber will be used in the provisioning of local service.

2.6.2 Dark Fiber is unused strands of optical fiber. It may be strands of optical fiber existing in aerial or underground structure. No line terminating elements terminated to such strands to operationalize its transmission capabilities will be

available. No regeneration or optical amplification will be included with this element.

2.6.3 Requirements

2.6.3.1 BellSouth shall make available Dark Fiber where it exists in BellSouth's network and where, as a result of future building or deployment, it becomes available. BellSouth shall offer all Dark Fiber to ICG pursuant to the prices set forth in this Attachment.

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

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

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

2.7 **Rates**

The prices that ICG shall pay to BellSouth for Network Elements and Other Services are set forth in Exhibit C to this Attachment.

2.8 **Operational Support Systems (OSS)**

BellSouth has developed and made available the following mechanized systems by which ICG may submit LSRs electronically.

LENS	Local Exchange Navigation System
EDI	Electronic Data Interface
EDI-PC	Electronic Data Interface – Personal Computer
TAG	Telecommunications Access Gateway

LSRs submitted by means of one of these interactive interfaces will incur an OSS electronic ordering charge as specified in the table below. An individual LSR will be identified for billing purposes by its Purchase Order Number (PON). LSRs



submitted by means other than one of these interactive interfaces (mail, fax, courier, etc.) will incur a manual order charge as specified in the table below:

<b>OPERATIONAL SUPPORT SYSTEMS</b>	<b>KY</b>
OSS LSR charge, per LSR received from the CLEC by one of the OSS interactive interfaces	\$3.50 SOMEK
Incremental charge per LSR received from the CLEC by means other than one of the OSS interactive interfaces	\$19.99 SOMAN

Note: In addition to the OSS charges, applicable discounted service order and related discounted charges apply per the tariff.

2.8.1 Denial/Restoral OSS Charge

In the event ICG provides a list of customers to be denied and restored, rather than an LSR, each location on the list will require a separate PON and, therefore will be billed as one LSR per location.

2.8.2 Cancellation OSS Charge

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

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

2.8.3 Threshold Billing Plan

The Parties agree that ICG will incur the mechanized rate for all LSRs, both mechanized and manual, if the percentage of mechanized LSRs to total LSRs **meets or** exceeds the threshold percentages shown below:

Year	Ratio: Mechanized/Total LSRs
1999	70%
2000	80%
2001	90%

The threshold plan will be discontinued in 2002.

BellSouth will track the total LSR volume for each CLEC for each quarter. At the end of that time period, a Percent Electronic LSR calculation will be made for that quarter based on the LSR data tracked in the LCSC. If this percentage exceeds the threshold volume, all of that CLECs' future manual LSRs will be billed at the mechanized LSR rate. To allow time for obtaining and analyzing the data and updating the billing system, this billing change will take place on the first day of the second month following the end of the quarter (e.g. May 1 for 1Q, Aug 1 for 2Q, etc.). There will be no adjustments to the amount billed for previously billed LSRs.

### 3. Switching

All of the negotiated rates, terms and conditions set forth in this Section pertain to the provision of local and tandem switching.

#### 3.1 Local Switching

##### 3.1.1 Definition

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

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

- 3.1.1.2 Where required to do so in order to comply with an effective Commission order, BellSouth will provide to ICG purchasing local BellSouth switching and reselling BellSouth local exchange service under Attachment 1, selective routing of calls to a requested directory assistance services platform or operator services platform. ICG customers may use the same dialing arrangements as BellSouth customers, but obtain a ICG branded service.
- 3.1.2 Technical Requirements
- 3.1.2.1 The requirements set forth in this Section apply to Local Switching, but not to the Data Switching function of Local Switching.
- 3.1.2.2 Local Switching shall be equal to or better than the requirements for Local Switching set forth in Telcordia (formerly BellCore)'s Local Switching Systems General Requirements (FR-NWT-000064).
- 3.1.2.3 When applicable, BellSouth shall route calls to the appropriate trunk or lines for call origination or termination.
- 3.1.2.4 Subject to this section, BellSouth shall route calls on a per line or per screening class basis to (1) BellSouth platforms providing Network Elements or additional requirements (2) Operator Services platforms, (3) Directory Assistance platforms, and (4) Repair Centers. Any other routing requests by ICG will be made pursuant to the Bona Fide Request/ New Business Request Process as set forth in General Terms and Conditions.
- 3.1.2.5 BellSouth shall provide unbranded recorded announcements and call progress tones to alert callers of call progress and disposition.
- 3.1.2.6 BellSouth shall activate service for an ICG customer or network interconnection on any of the Local Switching interfaces. This includes provisioning changes to change a customer from BellSouth's services to ICG's services without loss of switch feature functionality as defined in this Agreement.
- 3.1.2.7 BellSouth shall perform routine testing (e.g., Mechanized Loop Tests (MLT) and test calls such as 105, 107 and 108 type calls) and fault isolation on a mutually agreed upon schedule.
- 3.1.2.8 BellSouth shall repair and restore any equipment or any other maintainable component that may adversely impact Local Switching.
- 3.1.2.9 BellSouth shall control congestion points such as those caused by radio station call-ins, and network routing abnormalities. All traffic shall be restricted in a non discriminatory manner.

- 3.1.2.10 BellSouth shall perform manual call trace and permit customer originated call trace.
- 3.1.2.11 Special Services provided by BellSouth will include the following:
  - 3.1.2.11.1 Telephone Service Prioritization;
  - 3.1.2.11.2 Related services for handicapped;
  - 3.1.2.11.3 Soft dial tone where required by law; and
  - 3.1.2.11.4 Any other service required by law.
- 3.1.2.12 BellSouth shall provide Switching Service Point (SSP) capabilities and signaling software to interconnect the signaling links destined to the Signaling Transfer Point Switch (STP). These capabilities shall adhere to Telcordia (formerly BellCore) specifications - TCAP (GR-1432-CORE), ISUP (GR-905-CORE), Call Management (GR-1429-CORE), Switched Fractional DS1 (GR-1357-CORE), Toll Free Service (GR-1428-CORE), Calling Name (GR-1597-CORE), Line Information Database (GR-954-CORE), and Advanced Intelligent Network (GR-2863-CORE).
- 3.1.2.13 BellSouth shall provide interfaces to adjuncts through Telcordia (formerly BellCore) standard interfaces. These adjuncts can include, but are not limited to, the Service Circuit Node and Automatic Call Distributors.
- 3.1.2.14 BellSouth shall provide performance data regarding a customer line, traffic characteristics or other measurable elements to ICG, upon a reasonable request from ICG. CLEC will pay BellSouth for all costs incurred to provide such performance data through the Business Opportunity Request process.
- 3.1.2.15 BellSouth shall offer Local Switching that provides feature offerings at parity to those provided by BellSouth to itself or any other Party. Such feature offerings shall include but are not limited to:
  - 3.1.2.15.1 Basic and primary rate ISDN;
  - 3.1.2.15.2 Residential features;
  - 3.1.2.15.3 Customer Local Area Signaling Services (CLASS/LASS);
  - 3.1.2.15.4 CENTREX (including equivalent administrative capabilities, such as customer accessible reconfiguration and detailed message recording); and
  - 3.1.2.15.5 Advanced intelligent network triggers supporting ICG and BellSouth service applications.
- 3.1.3 BellSouth shall offer to ICG all AIN triggers in connection with its SMS/SCE offering which are supported by BellSouth for offering AIN-based services. Triggers that are currently available are:
  - 3.1.3.1 Off-Hook Immediate
  - 3.1.3.2 Off-Hook Delay
  - 3.1.3.3 Termination Attempt

- 3.1.3.4 6/10 Public Office Dialing Plan
- 3.1.3.5 Feature Code Dialing
- 3.1.3.6 Customer Dialing Plan
- 3.1.3.1.1 When the following triggers are supported by BellSouth, BellSouth will make these triggers available to ICG:
  - 3.1.3.1.1.1 Private EAMF Trunk
  - 3.1.3.1.1.2 Shared Interoffice Trunk (EAMF, SS7)
  - 3.1.3.1.1.3 N11
  - 3.1.3.1.1.4 Automatic Route Selection
- 3.1.3.2 Where capacity exists, BellSouth shall assign each ICG customer line the class of service designated by ICG (e.g., using line class codes or other switch specific provisioning methods), and shall route directory assistance calls from ICG customers to ICG directory assistance operators at ICG's option.
- 3.1.3.3 Where capacity exists, BellSouth shall assign each ICG customer line the class of services designated by ICG (e.g., using line class codes or other switch specific provisioning methods) and shall route operator calls from ICG customers to ICG operators at ICG's option. For example, BellSouth may translate 0- and 0+ intraLATA traffic, and route the call through appropriate trunks to an ICG Operator Services Position System (OSPS). Calls from Local Switching must pass the ANI-II digits unchanged.
- 3.1.3.4 Local Switching shall be offered in accordance with the requirements of the following technical references:
  - 3.1.3.4.1 Telcordia (formerly BellCore) GR-1298-CORE, AIN Switching System Generic Requirements, as implemented in BellSouth's switching equipment;
  - 3.1.3.4.2 Telcordia (formerly BellCore) GR-1299-CORE, AIN Switch-Service Control Point (SCP)/Adjunct Interface Generic Requirements;
  - 3.1.3.4.3 Telcordia (formerly BellCore) TR-NWT-001284, AIN 0.1 Switching System Generic Requirements;
  - 3.1.3.4.4 Telcordia (formerly BellCore) SR-NWT-002247, AIN Release 1 Update.
- 3.1.4 Interface Requirements
  - 3.1.4.1 BellSouth shall provide the following interfaces to loops:
  - 3.1.4.2 Standard Tip/Ring interface including loopstart or groundstart, on-hook signaling (e.g., for calling number, calling name and message waiting lamp);
  - 3.1.4.3 Coin phone signaling;

- 3.1.4.4 Basic Rate Interface ISDN adhering to appropriate Telcordia (formerly BellCore) Technical Requirements;
- 3.1.4.5 Two-wire analog interface to PBX;
- 3.1.4.5.1 Four-wire analog interface to PBX;
- 3.1.4.6 Four-wire DS1 interface to PBX or customer provided equipment (e.g. computers and voice response systems);
- 3.1.4.7 Primary Rate ISDN to PBX adhering to ANSI standards Q.931, Q.932 and appropriate Telcordia (formerly BellCore) Technical Requirements;
- 3.1.4.8 Switched Fractional DS1 with capabilities to configure Nx64 channels (where N = 1 to 24); and
- 3.1.4.9 Loops adhering to Telcordia (formerly BellCore) TR-NWT-08 and TR-NWT-303 specifications to interconnect Digital Loop Carriers.
- 3.1.4.10 BellSouth shall provide access to the following but not limited to:
- 3.1.4.11 SS7 Signaling Network or Multi-Frequency trunking if requested by ICG;
- 3.1.4.12 Interface to ICG operator services systems or Operator Services through appropriate trunk interconnections for the system; and
- 3.1.4.13 Interface to ICG Directory Assistance Services through the ICG switched network or to Directory Assistance Services through the appropriate trunk interconnections for the system; and 950 access or other ICG required access to interexchange carriers as requested through appropriate trunk interfaces.

## 3.2 **Tandem Switching**

### 3.2.1 Definition

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

### 3.2.2 Technical Requirements

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

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

- 3.2.2.1.2 Tandem Switching will provide screening as jointly agreed to by ICG and BellSouth;
- 3.2.2.1.3 Tandem Switching shall provide Advanced Intelligent Network triggers supporting AIN features where such routing is not available from the originating end office switch, to the extent such Tandem switch has such capability;
- 3.2.2.1.4 Tandem Switching shall provide access to Toll Free number portability database as designated by ICG;
- 3.2.2.1.5 Tandem Switching shall provide all trunk interconnections discussed under the "Network Interconnection" section (e.g., SS7, MF, DTMF, DialPulse, PRI-ISDN, DID, and CAMA-ANI (if appropriate for 911));
  - 3.2.2.1.5.1 Tandem Switching shall provide connectivity to PSAPs where 911 solutions are deployed and the tandem is used for 911; and
  - 3.2.2.1.5.2 Where appropriate, Tandem Switching shall provide connectivity to transit traffic to and from other carriers.
- 3.2.2.1.6 Tandem Switching shall accept connections (including the necessary signaling and trunking interconnections) between end offices, other tandems, IXC's, ICO's, CAP's and CLEC switches.
- 3.2.2.1.7 Tandem Switching shall provide local tandeming functionality between two end offices including two offices belonging to different CLEC's (e.g., between a CLEC end office and the end office of another CLEC).
- 3.2.2.1.8 Tandem Switching shall preserve CLASS/LASS features and Caller ID as traffic is processed.
- 3.2.2.1.9 Tandem Switching shall record billable events and send them to the area billing centers designated by ICG. Tandem Switching will provide recording of all billable events as jointly agreed to by ICG and BellSouth.
- 3.2.2.1.10 Upon a reasonable request from ICG, BellSouth shall perform routine testing and fault isolation on the underlying switch that is providing Tandem Switching and all its interconnections. The results and reports of the testing shall be made immediately available to ICG.
- 3.2.2.1.11 BellSouth shall maintain ICG's trunks and interconnections associated with Tandem Switching at least at parity to its own trunks and interconnections.
- 3.2.2.1.12 BellSouth shall control congestion points and network abnormalities. All traffic will be restricted in a non-discriminatory manner.

- 3.2.2.1.13 Selective Call Routing through the use of line class codes is not available through the use of tandem switching. Selective Call Routing through the use of line class codes is an end office capability only. Detailed primary and overflow routing plans for all interfaces available within BellSouth's switching network shall be mutually agreed to by ICG and BellSouth.
- 3.2.2.1.14 Tandem Switching shall process originating toll-free traffic received from ICG's local switch.
- 3.2.2.1.15 In support of AIN triggers and features, Tandem Switching shall provide SSP capabilities when these capabilities are not available from the Local Switching Network Element, to the extent such Tandem Switch has such capability.
- 3.2.2.2 Interface Requirements
  - 3.2.2.2.1 Tandem Switching shall provide interconnection to the E911 PSAP where the underlying Tandem is acting as the E911 Tandem.
  - 3.2.2.2.2 Tandem Switching shall interconnect, with direct trunks, to all carriers with which BellSouth interconnects.
  - 3.2.2.2.3 BellSouth shall provide all signaling necessary to provide Tandem Switching with no loss of feature functionality.
  - 3.2.2.2.4 Tandem Switching shall interconnect with ICG's switch, using two-way trunks, for traffic that is transiting via BellSouth's network to interLATA or intraLATA carriers. At ICG's request, Tandem Switching shall record and keep records of traffic for billing.
  - 3.2.2.2.5 Tandem Switching shall provide an alternate final routing pattern for ICG's traffic overflowing from direct end office high usage trunk groups.
- 3.2.2.3 Tandem Switching shall meet or exceed (i.e., be more favorable to ICG) each of the requirements for Tandem Switching set forth in the following technical references:
  - 3.2.2.3.1 Bell Communications Research TR-TSY-000540 Issue 2R2, Tandem Supplement, 6/1/90;
  - 3.2.2.3.2 GR-905-CORE covering CCSNIS;
  - 3.2.2.3.3 GR-1429-CORE for call management features; and
  - 3.2.2.3.4 GR-2863-CORE and Telcordia (formerly BellCore) GR-2902-CORE covering CCS AIN interconnection.



3.3 **Rates**

The prices that ICG shall pay to BellSouth for Network Elements and Other Services are set forth in Exhibit C to this Attachment.

3.4 **Operational Support Systems (OSS)**

BellSouth has developed and made available the following mechanized systems by which ICG may submit LSRs electronically.

LENS	Local Exchange Navigation System
EDI	Electronic Data Interface
EDI-PC	Electronic Data Interface – Personal Computer
TAG	Telecommunications Access Gateway

LSRs submitted by means of one of these interactive interfaces will incur an OSS electronic ordering charge as specified in the table below. An individual LSR will be identified for billing purposes by its Purchase Order Number (PON). LSRs submitted by means other than one of these interactive interfaces (mail, fax, courier, etc.) will incur a manual order charge as specified in the table below:

OPERATIONAL SUPPORT SYSTEMS	KY
OSS LSR charge, per LSR received from the CLEC by one of the OSS interactive interfaces	\$3.50 SOMEK
Incremental charge per LSR received from the CLEC by means other than one of the OSS interactive interfaces	\$19.99 SOMAN

Note: In addition to the OSS charges, applicable discounted service order and related discounted charges apply per the tariff.

3.4.1 Denial/Restoral OSS Charge

In the event ICG provides a list of customers to be denied and restored, rather than an LSR, each location on the list will require a separate PON and, therefore will be billed as one LSR per location.

3.4.2 Cancellation OSS Charge

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

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

### 3.4.3 Threshold Billing Plan

The Parties agree that ICG will incur the mechanized rate for all LSRs, both mechanized and manual, if the percentage of mechanized LSRs to total LSRs **meets or exceeds** the threshold percentages shown below:

Year	Ratio: Mechanized/Total LSRs
1999	70%
2000	80%
2001	90%

The threshold plan will be discontinued in 2002.

BellSouth will track the total LSR volume for each CLEC for each quarter. At the end of that time period, a Percent Electronic LSR calculation will be made for that quarter based on the LSR data tracked in the LCSC. If this percentage exceeds the threshold volume, all of that CLECs' future manual LSRs will be billed at the mechanized LSR rate. To allow time for obtaining and analyzing the data and updating the billing system, this billing change will take place on the first day of the second month following the end of the quarter (e.g. May 1 for 1Q, Aug 1 for 2Q, etc.). There will be no adjustments to the amount billed for previously billed LSRs.

## 4. **Transport and Dark Fiber**

All of the negotiated rates, terms and conditions set forth in this Section pertain to the provision of unbundled transport and dark fiber.

### 4.1 **Transport**

#### 4.1.1 Definition of Common (Shared) Transport

Common (Shared) Transport is an interoffice transmission path between two BellSouth end-offices, BellSouth end-office and a local tandem, or between two local tandems. Where BellSouth Network Elements are connected by intra-office wiring, such wiring is provided as a part of the Network Elements and is not Common (Shared) Transport. Common (Shared) Transport consists of BellSouth inter-office transport facilities and is unbundled from local switching.

#### 4.1.2 Technical Requirements of Common (Shared) Transport

4.1.2.1 Common (Shared) Transport provided on DS1 or VT1.5 circuits, shall, at a minimum, meet the performance, availability, jitter, and delay requirements specified for Central Office to Central Office ("CO to CO") connections in the appropriate industry standards.

- 4.1.2.2 Common (Shared) Transport provided on DS3 circuits, STS-1 circuits, and higher transmission bit rate circuits, shall, at a minimum, meet the performance, availability, jitter, and delay requirements specified for CO to CO connections in the appropriate industry standards.
- 4.1.2.3 BellSouth shall be responsible for the engineering, provisioning, and maintenance of the underlying equipment and facilities that are used to provide Common (Shared) Transport.
- 4.1.2.4 At a minimum, Common (Shared) Transport shall meet all of the requirements set forth in the following technical references (as applicable for the transport technology being used):
  - 4.1.2.4.1 ANSI T1.101-1994, American National Standard for Telecommunications - Synchronization Interface Standard Performance and Availability;
  - 4.1.2.4.2 ANSI T1.102-1993, American National Standard for Telecommunications - Digital Hierarchy - Electrical Interfaces;
  - 4.1.2.4.3 ANSI T1.102.01-199x, American National Standard for Telecommunications - Digital Hierarchy - VT1.5;
  - 4.1.2.4.4 ANSI T1.105-1995, American National Standard for Telecommunications - Synchronous Optical Network (SONET) - Basic Description including Multiplex Structure, Rates and Formats;
  - 4.1.2.4.5 ANSI T1.105.01-1995, American National Standard for Telecommunications - Synchronous Optical Network (SONET) - Automatic Protection Switching;
  - 4.1.2.4.6 ANSI T1.105.02-1995, American National Standard for Telecommunications - Synchronous Optical Network (SONET) - Payload Mappings;
  - 4.1.2.4.7 ANSI T1.105.03-1994, American National Standard for Telecommunications - Synchronous Optical Network (SONET) - Jitter at Network Interfaces;
  - 4.1.2.4.8 ANSI T1.105.03a-1995, American National Standard for Telecommunications - Synchronous Optical Network (SONET): Jitter at Network Interfaces - DS1 Supplement;
  - 4.1.2.4.9 ANSI T1.105.05-1994, American National Standard for Telecommunications - Synchronous Optical Network (SONET) - Tandem Connection;
  - 4.1.2.4.10 ANSI T1.105.06-199x, American National Standard for Telecommunications - Synchronous Optical Network (SONET) - Physical Layer Specifications;

- 4.1.2.4.11 ANSI T1.105.07-199x, American National Standard for Telecommunications - Synchronous Optical Network (SONET) - Sub STS-1 Interface Rates and Formats;
- 4.1.2.4.12 ANSI T1.105.09-199x, American National Standard for Telecommunications - Synchronous Optical Network (SONET) - Network Element Timing and Synchronization;
- 4.1.2.4.13 ANSI T1.106-1988, American National Standard for Telecommunications - Digital Hierarchy - Optical Interface Specifications (Single Mode);
- 4.1.2.4.14 ANSI T1.107-1988, American National Standard for Telecommunications - Digital Hierarchy - Formats Specifications;
- 4.1.2.4.15 ANSI T1.107a-1990 - American National Standard for Telecommunications - Digital Hierarchy - Supplement to Formats Specifications (DS3 Format Applications);
- 4.1.2.4.16 ANSI T1.107b-1991 - American National Standard for Telecommunications - Digital Hierarchy - Supplement to Formats Specifications;
- 4.1.2.4.17 ANSI T1.117-1991, American National Standard for Telecommunications - Digital Hierarchy - Optical Interface Specifications (SONET) (Single Mode - Short Reach);
- 4.1.2.4.18 ANSI T1.403-1989, Carrier to Customer Installation, DS1 Metallic Interface Specification;
- 4.1.2.4.19 ANSI T1.404-1994, Network-to-Customer Installation - DS3 Metallic Interface Specification;
- 4.1.2.5 ITU Recommendation G.707, Network node interface for the synchronous digital hierarchy (SDH);
- 4.1.2.6 ITU Recommendation G.704, Synchronous frame structures used at 1544, 6312, 2048, 8488 and 44736 kbit/s hierarchical levels;
- 4.1.2.7 Telcordia (formerly BellCore) FR-440 and TR-NWT-000499, Transport Systems Generic Requirements (TSGR): Common Requirements;
- 4.1.2.8 Telcordia (formerly BellCore) GR-820-CORE, Generic Transmission Surveillance: DS1 & DS3 Performance;
- 4.1.2.9 Telcordia (formerly BellCore) GR-253-CORE, Synchronous Optical Network Systems (SONET); Common Generic Criteria;

- 4.1.2.10 Telcordia (formerly BellCore) TR-NWT 000507, Transmission, Section 7, Issue 5 (Telcordia (formerly BellCore), December 1993). (A module of LSSGR, FR-NWT-000064.);
- 4.1.2.11 Telcordia (formerly BellCore) TR-NWT-000776, Network Interface Description for ISDN Customer Access;
- 4.1.2.12 Telcordia (formerly BellCore) TR-INS-000342, High-Capacity Digital Special Access Service-Transmission Parameter Limits and Interface Combinations, Issue 1 February 1991;
- 4.1.2.13 Telcordia (formerly BellCore) ST-TEC 000052, Telecommunications Transmission Engineering Textbook, Volume 2: Facilities, Third Edition, Issue I May 1989;
- 4.1.2.14 Telcordia (formerly BellCore) ST-TEC-000051, Telecommunications Transmission Engineering Textbook Volume 1: Principles, Third Edition. Issue 1 August 1987.

## 4.2 **Dedicated Transport**

### 4.2.1 Definitions

4.2.2 Dedicated Transport is defined as BellSouth transmission facilities dedicated to a particular customer or carrier that provide telecommunications between wire centers owned by BellSouth or requesting telecommunications carriers, or between switches owned by BellSouth or requesting telecommunications carriers.

4.2.3 Unbundled Local Channel

4.2.4 Unbundled Local Channel is the dedicated transmission path between ICG's Point of Presence and the BellSouth Serving Wire Center's collocation.

4.2.5 Unbundled Interoffice Channel.

4.2.6 Unbundled Interoffice Channel is the dedicated transmission path that provides telecommunication between BellSouth's Serving Wire Centers' collocations.

4.2.7 BellSouth shall offer Dedicated Transport in each of the following ways:

4.2.7.1 As capacity on a shared UNE facility.

4.2.7.2 As a circuit (e.g., DS0, DS1, DS3) dedicated to ICG. This circuit shall consist of an Unbundled Local Channel or an Unbundled Interoffice Channel or both.

4.2.8 When Dedicated Transport is provided it shall include:

- 4.2.8.1 Transmission equipment such as, line terminating equipment, amplifiers, and regenerators;
- 4.2.8.2 Inter-office transmission facilities such as optical fiber, copper twisted pair, and coaxial cable.
- 4.2.9 Rates for Dedicated Transport are listed in this Attachment. For those states that do not contain rates in this Attachment the rates in the applicable State Access Tariff will apply as interim rates. When final rates are developed, these interim rates will be subject to true-up, and the Parties will amend the Agreement to reflect the new rates.
- 4.2.10 Technical Requirements
  - 4.2.10.1 This Section sets forth technical requirements for all Dedicated Transport.
  - 4.2.10.2 When BellSouth provides Dedicated Transport, the entire designated transmission service (e.g., DS0, DS1, DS3) shall be dedicated to ICG designated traffic.
  - 4.2.10.3 BellSouth shall offer Dedicated Transport in all technologies that become available including, but not limited to, (1) DS0, DS1 and DS3 transport services, and (2) SONET at available transmission bit rates.
  - 4.2.10.4 For DS1 or VT1.5 circuits, Dedicated Transport shall, at a minimum, meet the performance, availability, jitter, and delay requirements specified for Customer Interface to Central Office ("CI to CO") connections in the appropriate industry standards.
  - 4.2.10.5 Where applicable, for DS3, Dedicated Transport shall, at a minimum, meet the performance, availability, jitter, and delay requirements specified for CI to CO connections in the appropriate industry standards.
  - 4.2.10.6 BellSouth shall offer the following interface transmission rates for Dedicated Transport:
    - 4.2.10.6.1 DS0 Equivalent;
    - 4.2.10.6.2 DS1 (Extended SuperFrame - ESF);
    - 4.2.10.6.3 DS3 (signal must be framed);
    - 4.2.10.6.4 SDH (Synchronous Digital Hierarchy) Standard interface rates in accordance with International Telecommunications Union (ITU) Recommendation G.707 and Plesiochronous Digital Hierarchy (PDH) rates per ITU Recommendation G.704.

- 4.2.10.6.5 When Dedicated Transport is provided, BellSouth shall design it according to BellSouth's network infrastructure to allow for the termination points specified by ICG.
- 4.2.11 National References:
- 4.2.11.1 ANSI T1.101-1994 American National Standard for Telecommunications – *Synchronization Interface for Digital Networks*;
- 4.2.11.2 ANSI T1.105-1995 American National Standard for Telecommunications – *Synchronous Optical Network (SONET) – Basic Description including Multiplex Structure, Rates, and Formats*;
- 4.2.11.3 ANSI T1.105.01-1995 American National Standard for Telecommunications – *Synchronous Optical Network (SONET) – Automatic Protection Switching*;
- 4.2.11.4 ANSI T1.105.02-1995 American National Standard for Telecommunications – *Synchronous Optical Network (SONET) – Payload Mappings*;
- 4.2.11.5 ANSI T1.105.03-1994 American National Standard for Telecommunications – *Synchronous Optical Network (SONET) – Jitter at Network Interfaces*;
- 4.2.11.6 ANSI T1.105.03a-1995 American National Standard for Telecommunications – *Synchronous Optical Network (SONET) – Jitter at Network Interfaces – DSI Supplement*;
- 4.2.11.7 ANSI T1.107-1995 American National Standard for Telecommunications – *Digital Hierarchy – Formats Specifications*;
- 4.2.11.8 ANSI T1.403-1995 American National Standard for Telecommunications – *Network-to-Customer Installation – DSI Metallic Interface*;
- 4.2.11.9 ANSI T1.404-1994 American National Standard for Telecommunications – *Network-to-Customer Installation – DS3 Metallic Interface Specification*;
- 4.2.11.10 ANSI T1.404a-1996 American National Standard for Telecommunications – *Network-to-Customer Installation – DS3 Metallic Interface Specification (supplement)*;
- 4.2.11.11 IEC 825-1 Safety of Laser Products, Part 1: Equipment classifications, requirements and user's guide, First Edition, 1999-11;
- 4.2.11.12 IEC 825-2 Safety of Laser Products, Part 2: Safety of optical fiber communication systems, First Edition, 1993-09;

- 4.2.11.13 ANSI T1.102-1993, American National Standard for Telecommunications – *Digital Hierarchy – Electrical Interfaces*;
- 4.2.11.14 ANSI T1.107-1995, American National Standard for Telecommunications – *Digital Hierarchy – Formats Specifications*;
- 4.2.11.15 Telecordia (formerly Bellcore) Technical Documents:
  - 4.2.11.15.1 GR-20-CORE Generic Requirements for Optical Fiber and Optical Fiber Cables, Issue 1, December 1994;
  - 4.2.11.15.2 GR-253-CORE Synchronous Optical Network (SONET) Transport Systems: Common Criteria Physical Layer, Issue 1, December 1994;
  - 4.2.11.15.3 GR-342-CORE High-Capacity Digital Special Access Service Transmission Parameter Limits and Interface Combination, Issue 1, December 1995;
  - 4.2.11.15.4 GR-436-CORE Digital Network Synchronization Plan, Issue 1, June 1994
  - 4.2.11.15.5 GR-1365-CORE SONET Private Line Service Interface Generic Criteria for End Users, Issue 1, December 1994;
  - 4.2.11.15.6 Telecordia (formerly Bellcore) FR-440 and TR-NWT-000499, Transport Systems Generic Requirements (TSGR): Common Requirements;
  - 4.2.11.15.7 Telecordia (formerly Bellcore) GR-820-CORE, Generic Transmission Surveillance; DS1 & DS3 Performance;
  - 4.2.11.15.8 Telecordia (formerly Bellcore) TR-NWT 000507, Transmission, Section 7, Issue 5 (Telecordia (formerly BellCore), December 1993). (A module of LSSGR, FR-NWT-000064.);
  - 4.2.11.15.9 Telecordia (formerly Bellcore) GR-342-CORE, High-Capacity Digital Special Access Service-Transmission Parameter Limits and Interface Combinations, Issue 1 December 1995;
  - 4.2.11.15.10 Telecordia (formerly Bellcore) ST-TEC 000052, Telecommunications Transmission Engineering Textbook, Volume 2: Facilities, Third Edition, Issue 1 May 1989;
  - 4.2.11.15.11 Telecordia (formerly Bellcore) ST-TEC-000051, Telecommunications Transmission Engineering Textbook Volume 1: Principles, Third Edition. Issue 1, August 1987;



- 4.2.11.15.12 BellSouth Technical References:
- 4.2.11.15.13 TR-TSY-000191 Alarm Indication Signals Requirements and Objectives, Issue 1, May 1986.
- 4.2.11.15.14 TR 73501 LightGate<sup>®</sup> Service Interface and Performance Specifications, Issue D, June 1995.
- 4.2.11.15.15 TR 73525 MegaLink<sup>®</sup> Service, MegaLink Channel Service & MegaLink Plus Service Interface and Performance Specifications, Issue C, May 1996.
- 4.3 Dark Fiber
  - 4.3.1 BellSouth agrees to offer access to Dark Fiber pursuant to the terms and conditions following and at the rates set forth in this Attachment. In Georgia, BellSouth is not required to construct the fiber if it is not available. In Kentucky, if BellSouth has plans to use the fiber in a three year planning period, there is no requirement to provide it. In all other states, BellSouth is not required to place the fibers if there are no fibers available. The Parties agree that Dark Fiber will be used in the provisioning of local service.
  - 4.3.2 Dark Fiber is unused strands of optical fiber. It may be strands of optical fiber existing in aerial or underground structure. No line terminating elements terminated to such strands to operationalize its transmission capabilities will be available. No regeneration or optical amplification will be included with this element.
  - 4.3.3 Requirements
    - 4.3.3.1 BellSouth shall make available Dark Fiber where it exists in BellSouth's network and where, as a result of future building or deployment, it becomes available. BellSouth shall offer all Dark Fiber to ICG pursuant to the prices set forth in this Attachment.
    - 4.3.3.2 ICG may test the quality of the Dark Fiber to confirm its usability and performance specifications.
    - 4.3.3.3 BellSouth shall use its best efforts to provide to ICG information regarding the location, availability and performance of Dark Fiber within ten (10) business days for a records based answer and twenty (20) business days for a field based answer, after receiving a request from ICG ("Request"). Within such time period, BellSouth shall send written confirmation of availability of the Dark Fiber ("Confirmation").
    - 4.3.3.4 BellSouth shall use its best efforts to make Dark Fiber available to ICG within thirty (30) business days after it receives written confirmation from ICG that the Dark Fiber previously deemed available by BellSouth is wanted for use by ICG.

This includes identification of appropriate connection points (e.g., Light Guide Interconnection (LGX) or splice points) to enable ICG to connect or splice ICG provided transmission media (e.g., optical fiber) or equipment to the Dark Fiber.

4.4 **Rates**

The prices that ICG shall pay to BellSouth for Network Elements and Other Services are set forth in Exhibit C to this Attachment.

4.5 **Operational Support Systems (OSS)**

BellSouth has developed and made available the following mechanized systems by which ICG may submit LSRs electronically.

LENS	Local Exchange Navigation System
EDI	Electronic Data Interface
EDI-PC	Electronic Data Interface – Personal Computer
TAG	Telecommunications Access Gateway

4.5.1 LSRs submitted by means of one of these interactive interfaces will incur an OSS electronic ordering charge as specified in the table below. An individual LSR will be identified for billing purposes by its Purchase Order Number (PON). LSRs submitted by means other than one of these interactive interfaces (mail, fax, courier, etc.) will incur a manual order charge as specified in the table below:

OPERATIONAL SUPPORT SYSTEMS	KY
OSS LSR charge, per LSR received from the CLEC by one of the OSS interactive interfaces	\$3.50 SOMEK
Incremental charge per LSR received from the CLEC by means other than one of the OSS interactive interfaces	\$19.99 SOMAN

Note: In addition to the OSS charges, applicable discounted service order and related discounted charges apply per the tariff.

4.5.2 Denial/Restoral OSS Charge

In the event ICG provides a list of customers to be denied and restored, rather than an LSR, each location on the list will require a separate PON and, therefore will be billed as one LSR per location.

4.5.3 Cancellation OSS Charge

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

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

4.5.4 Threshold Billing Plan

The Parties agree that ICG will incur the mechanized rate for all LSRs, both mechanized and manual, if the percentage of mechanized LSRs to total LSRs **meets or exceeds** the threshold percentages shown below:

Year	Ratio: Mechanized/Total LSRs
1999	70%
2000	80%
2001	90%

The threshold plan will be discontinued in 2002.

BellSouth will track the total LSR volume for each CLEC for each quarter. At the end of that time period, a Percent Electronic LSR calculation will be made for that quarter based on the LSR data tracked in the LCSC. If this percentage exceeds the threshold volume, all of that CLECs' future manual LSRs will be billed at the mechanized LSR rate. To allow time for obtaining and analyzing the data and updating the billing system, this billing change will take place on the first day of the second month following the end of the quarter (e.g. May 1 for 1Q, Aug 1 for 2Q, etc.). There will be no adjustments to the amount billed for previously billed LSRs.

**5. BellSouth SWA 8XX Toll Free Dialing Ten Digit Screening Service**

All of the negotiated rates, terms and conditions set forth in this Section pertain to the provision of 8XX Access Ten Digit Screening Services.

**5.1 BellSouth SWA 8XX Toll Free Dialing Ten Digit Screening Service database**

5.1.1 The BellSouth SWA 8XX Toll Free Dialing Ten Digit Screening Service database (herein known as 8XX SCP) is a SCP that contains customer record information and functionality to provide call-handling instructions for 8XX calls. The 8XX SCP IN software stores data downloaded from the national SMS and provides the routing instructions in response to queries from the SSP or tandem. The BellSouth SWA 8XX Toll Free Dialing Ten Digit Screening Service (herein know as 8XX TFD), utilizes the 8XX SCP to provide identification and routing of the 8XX calls, based on the ten digits dialed. 8XX TFD is provided with or without POTS number delivery, dialing number delivery, and other optional complex features as selected by ICG. BellSouth shall provide 8XX TFD in accordance with the following:

5.1.2 Technical Requirements

5.1.2.1 BellSouth shall provide ICG with access to the 8XX record information located in the 8XX SCP. The 8XX SCP contains current records as received from the

national SMS and will provide for routing 8XX originating calls based on the dialed ten digit 8XX number.

5.1.2.2 The 8XX SCP is designated to receive and respond to queries using the American National Standard Specification of Signaling System Seven (SS7) protocol. The 8XX SCP shall determine the carrier identification based on all ten digits of the dialed number and route calls to the carrier, POTS number, dialing number and/or other optional feature selected by ICG.

5.1.2.3 The SCP shall also provide, at ICG's option, such additional feature as described in SR-TSV-002275 (BOC Notes on BellSouth Networks, SR-TSV-002275, Issue 2, (Telcordia (formerly BellCore), April 1994)) as are available to BellSouth. These may include but are not limited to:

5.1.2.3.1 Network Management;

5.1.2.3.2 Customer Sample Collection; and

5.1.2.3.3 Service Maintenance.

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

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

### 5.1 **Rates**

The prices that ICG shall pay to BellSouth for Network Elements and Other Services are set forth in Exhibit C to this Attachment.

## 6. **Line Information Database (LIDB)**

All of the negotiated rates, terms and conditions set forth in this Section pertain to the provision of LIDB.

6.1 BellSouth will store in its LIDB only records relating to service in the BellSouth region. The LIDB Storage Agreement is included in this Attachment.

### 6.1.1 Definition

6.1.2 The Line Information Database (LIDB) is a transaction-oriented database accessible through Common Channel Signaling (CCS) networks. It contains records associated with end user Line Numbers and Special Billing Numbers.

LIDB accepts queries from other Network Elements and provides appropriate responses. The query originator need not be the owner of LIDB data. LIDB queries include functions such as screening billed numbers that provides the ability to accept Collect or Third Number Billing calls and validation of Telephone Line Number based non-proprietary calling cards. The interface for the LIDB functionality is the interface between BellSouth's CCS network and other CCS networks. LIDB also interfaces to administrative systems.

6.1.3 Technical Requirements

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

6.1.4.1 BellSouth shall process ICG's Customer records in LIDB at least at parity with BellSouth customer records, with respect to other LIDB functions. BellSouth shall indicate to ICG what additional functions (if any) are performed by LIDB in the BellSouth network.

6.1.4.2 Within two (2) weeks after a request by ICG, BellSouth shall provide ICG with a list of the customer data items which ICG would have to provide in order to support each required LIDB function. The list shall indicate which data items are essential to LIDB function, and which are required only to support certain services. For each data item, the list shall show the data formats, the acceptable values of the data item and the meaning of those values.

6.1.4.3 BellSouth shall provide LIDB systems for which operating deficiencies that would result in calls being blocked, shall not exceed 30 minutes per year.

6.1.4.4 BellSouth shall provide LIDB systems for which operating deficiencies that would not result in calls being blocked shall not exceed 12 hours per year.

6.1.4.5 BellSouth shall provide LIDB systems for which the LIDB function shall be in overload no more than 12 hours per year.

6.1.4.6 All additions, updates and deletions of ICG data to the LIDB shall be solely at the direction of ICG. Such direction from ICG will not be required where the addition, update or deletion is necessary to perform standard fraud control measures (e.g., calling card auto-deactivation).

6.1.4.7 BellSouth shall provide priority updates to LIDB for ICG data upon ICG's request (e.g., to support fraud detection), via password-protected telephone card, facsimile, or electronic mail within one hour of notice from the established BellSouth contact.

6.1.4.8 BellSouth shall provide LIDB systems such that no more than 0.01% of ICG customer records will be missing from LIDB, as measured by ICG audits. BellSouth will audit ICG records in LIDB against DBAS to identify record

mismatches and provide this data to a designated ICG contact person to resolve the status of the records and BellSouth will update system appropriately. BellSouth will refer record of mis-matches to ICG within one business day of audit. Once reconciled records are received back from ICG, BellSouth will update LIDB the same business day if less than 500 records are received before 1:00PM Central Time. If more than 500 records are received, BellSouth will contact ICG to negotiate a time frame for the updates, not to exceed three business days.

- 6.1.4.9 BellSouth shall perform backup and recovery of all of ICG's data in LIDB including sending to LIDB all changes made since the date of the most recent backup copy, in at least the same time frame BellSouth performs backup and recovery of BellSouth data in LIDB for itself. Currently, BellSouth performs backups of the LIDB for itself on a weekly basis and when a new software release is scheduled, a backup is performed prior to loading the new release.
- 6.1.4.10 BellSouth shall provide ICG with LIDB reports of data which are missing or contain errors, as well as any misrouted errors, within a reasonable time period as negotiated between ICG and BellSouth.
- 6.1.4.11 BellSouth shall prevent any access to or use of ICG data in LIDB by BellSouth personnel that are outside of established administrative and fraud control personnel, or by any other Party that is not authorized by ICG in writing.
- 6.1.4.12 BellSouth shall provide ICG performance of the LIDB Data Screening function, which allows a LIDB to completely or partially deny specific query originators access to LIDB data owned by specific data owners, for Customer Data that is part of an NPA-NXX or RAO-0/1XX wholly or partially owned by ICG at least at parity with BellSouth Customer Data. BellSouth shall obtain from ICG the screening information associated with LIDB Data Screening of ICG data in accordance with this requirement. BellSouth currently does not have LIDB Data Screening capabilities. When such capability is available, BellSouth shall offer it to ICG under the Bona Fide Request/New Business Process as set forth in General Terms and Conditions .
- 6.1.4.13 BellSouth shall accept queries to LIDB associated with ICG customer records, and shall return responses in accordance with industry standards.
- 6.1.4.14 BellSouth shall provide mean processing time at the LIDB within 0.50 seconds under normal conditions as defined in industry standards.
- 6.1.4.15 BellSouth shall provide processing time at the LIDB within 1 second for 99% of all messages under normal conditions as defined in industry standards.

6.1.5 Interface Requirements

- 6.1.6 BellSouth shall offer LIDB in accordance with the requirements of this subsection.
- 6.1.6.1 The interface to LIDB shall be in accordance with the technical references contained within.
- 6.1.6.2 The CCS interface to LIDB shall be the standard interface described herein.
- 6.1.6.3 The LIDB Data Base interpretation of the ANSI-TCAP messages shall comply with the technical reference herein. Global Title Translation shall be maintained in the signaling network in order to support signaling network routing to the LIDB.

## 6.2 **Rates**

The prices that ICG shall pay to BellSouth for Network Elements and Other Services are set forth in Exhibit C to this Attachment.

## 7. **Signaling**

All of the negotiated rates, terms and conditions set forth in this Section pertain to the provision of Signaling Transport Services.

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

### 7.1 **Signaling Link Transport**

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

#### 7.1.2 Technical Requirements

- 7.1.2.1 Signaling Link Transport shall consist of full duplex mode 56 kbps transmission paths.

- 7.1.3 Of the various options available, Signaling Link Transport shall perform in the following two ways:

- 7.1.3.1 As an "A-link" which is a connection between a switch or SCP and a home Signaling Transfer Point Switch (STP) pair; and

- 7.1.3.2 As a "B-link" which is a connection between two STP pairs in different company networks (e.g., between two STP pairs for two Competitive Local Exchange Carriers (CLECs)).
- 7.1.4 Signaling Link Transport shall consist of two or more signaling link layers as follows:
  - 7.1.4.1 An A-link layer shall consist of two links.
  - 7.1.4.2 A B-link layer shall consist of four links.
  - 7.1.5 A signaling link layer shall satisfy a performance objective such that:
    - 7.1.5.1 There shall be no more than two minutes down time per year for an A-link layer; and
    - 7.1.5.2 There shall be negligible (less than 2 seconds) down time per year for a B-link layer.
  - 7.1.6 A signaling link layer shall satisfy interoffice and intraoffice diversity of facilities and equipment, such that:
    - 7.1.6.1 No single failure of facilities or equipment causes the failure of both links in an A-link layer (i.e., the links should be provided on a minimum of two separate physical paths end-to-end); and
    - 7.1.6.2 No two concurrent failures of facilities or equipment shall cause the failure of all four links in a B-link layer (i.e., the links should be provided on a minimum of three separate physical paths end-to-end).
  - 7.1.7 Interface Requirements
    - 7.1.7.1 There shall be a DS1 (1.544 Mbps) interface at the ICG designated SPOIs. Each 56 kbps transmission path shall appear as a DS0 channel within the DS1 interface.
- 7.2 **Signaling Transfer Points (STPs)**
  - 7.2.1 Definition - Signaling Transfer Points is a signaling network function that includes all of the capabilities provided by the signaling transfer point switches (STPs) and their associated signaling links which enable the exchange of SS7 messages among and between switching elements, database elements and signaling transfer point switches.
  - 7.2.2 Technical Requirements
    - 7.2.2.1 STPs shall provide access to Network Elements connected to BellSouth SS7 network. These include:



- 7.2.2.1.1 BellSouth Local Switching or Tandem Switching;
- 7.2.2.1.2 BellSouth Service Control Points/DataBases;
- 7.2.2.1.3 Third-party local or tandem switching;
- 7.2.2.1.4 Third-party-provided STPs.
- 7.2.2.2 The connectivity provided by STPs shall fully support the functions of all other Network Elements connected to the BellSouth SS7 network. This explicitly includes the use of the BellSouth SS7 network to convey messages which neither originate nor terminate at a signaling end point directly connected to the BellSouth SS7 network (i.e., transient messages). When the BellSouth SS7 network is used to convey transient messages, there shall be no alteration of the Integrated Services Digital Network User Part (ISDNUP) or Transaction Capabilities Application Part (TCAP) user data that constitutes the content of the message.
- 7.2.2.3 If a BellSouth tandem switch routes calling traffic, based on dialed or translated digits, on SS7 trunks between an ICG local switch and third party local switch, the BellSouth SS7 network shall convey the TCAP messages that are necessary to provide Call Management features (Automatic Callback, Automatic Recall, and Screening List Editing) between ICG local STPs and the STPs that provide connectivity with the third party local switch, even if the third party local switch is not directly connected to BellSouth STPs.
- 7.2.2.4 STPs shall provide all functions of the MTP as defined in Telcordia (formerly BellCore) ANSI Interconnection Requirements. This includes:
  - 7.2.2.4.1 Signaling Data Link functions, as defined in Telcordia (formerly BellCore) ANSI Interconnection Requirements;
  - 7.2.2.4.2 Signaling Link functions, as defined in Telcordia (formerly BellCore) ANSI Interconnection Requirements; and
  - 7.2.2.4.3 Signaling Network Management functions, as defined in Telcordia (formerly BellCore) ANSI Interconnection Requirements.
- 7.2.2.5 STPs shall provide all functions of the SCCP necessary for Class 0 (basic connectionless) service, as defined in Telcordia (formerly BellCore) ANSI Interconnection Requirements. In particular, this includes Global Title Translation (GTT) and SCCP Management procedures, as specified in T1.112.4. In cases where the destination signaling point is a ICG or third party local or tandem switching system directly connected to BellSouth SS7 network, BellSouth shall perform final GTT of messages to the destination and SCCP Subsystem Management of the destination. In all other cases, BellSouth shall perform

intermediate GTT of messages to a gateway pair of STPs in an SS7 network connected with BellSouth SS7 network, and shall not perform SCCP Subsystem Management of the destination. If BellSouth performs final GTT to an ICG database, then ICG agrees to provide BellSouth with the Destination Point Code for the ICG database.

- 7.2.2.6 STPs shall provide on a non-discriminatory basis all functions of the OMAP commonly provided by STPs, as specified in the reference in Section 12.4.5 of this Attachment. All OMAP functions will be on a "where available" basis and can include:
- 7.2.2.6.1 MTP Routing Verification Test (MRVT); and
- 7.2.2.6.2 SCCP Routing Verification Test (SRVT).
- 7.2.2.7 In cases where the destination signaling point is a BellSouth local or tandem switching system or database, or is an ICG or third party local or tandem switching system directly connected to the BellSouth SS7 network, STPs shall perform MRVT and SRVT to the destination signaling point. In all other cases, STPs shall perform MRVT and SRVT to a gateway pair of STPs in an SS7 network connected with the BellSouth SS7 network. This requirement shall be superseded by the specifications for Internetwork MRVT and SRVT if and when these become approved ANSI standards and available capabilities of BellSouth STPs, and if mutually agreed upon by ICG and BellSouth.
- 7.2.2.8 STPs shall be on parity with BellSouth.
- 7.2.2.9 SS7 Advanced Intelligent Network (AIN) Access
- 7.2.2.9.1 When technically feasible and upon request by ICG, SS7 Access shall be made available in association with switching. SS7 AIN Access is the provisioning of AIN 0.1 triggers in an equipped BellSouth local switch and interconnection of the BellSouth SS7 network with the ICG SS7 network to exchange TCAP queries and responses with an ICG SCP.
- 7.2.2.9.2 SS7 AIN Access shall provide ICG SCP access to BellSouth local switch in association with switching via interconnection of BellSouth SS7 and ICG SS7 Networks. BellSouth shall offer SS7 access through its STPs. If BellSouth requires a mediation device on any part of its network specific to this form of access, BellSouth must route its messages in the same manner. The interconnection arrangement shall result in the BellSouth local switch recognizing the ICG SCP as at least at parity with BellSouth's SCP's in terms of interfaces, performance and capabilities.

### 7.2.3 Interface Requirements

7.2.3.1 BellSouth shall provide the following STPs options to connect ICG or ICG-designated local switching systems or STPs to the BellSouth SS7 network:

7.2.3.1.1 An A-link interface from ICG local switching systems; and,

7.2.3.1.2 A B-link interface from ICG local STPs.

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

7.2.3.3 The Signaling Point of Interconnection (SPOI) for each link shall be located at a cross-connect element, such as a DSX-1, in the Central Office (CO) where BellSouth STP is located. There shall be a DS1 or higher rate transport interface at each of the SPOIs. Each signaling link shall appear as a DS0 channel within the DS1 or higher rate interface. BellSouth shall offer higher rate DS1 signaling for interconnecting ICG local switching systems or STPs with BellSouth STPs as soon as these become approved ANSI standards and available capabilities of BellSouth STPs. BellSouth and ICG will work jointly to establish mutually acceptable SPOIs.

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

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

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

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

7.2.3.6 Message Screening

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

- 7.2.3.6.2 BellSouth shall set message screening parameters so as to pass valid messages from ICG local or tandem switching systems destined to any signaling point or network accessed through BellSouth's SS7 network where the ICG switching system has a legitimate signaling relation.
- 7.2.3.6.3 BellSouth shall set message screening parameters so as to accept and pass/send valid messages destined to and from ICG from any signaling point or network interconnected through BellSouth's SS7 network where the ICG SCP has a legitimate signaling relation.
- 7.2.4 STPs shall be equal to or better than all of the requirements for STPs set forth in the following technical references:
- 7.2.4.1 ANSI T1.111-1992 American National Standard for Telecommunications - Signaling System Number 7 (SS7) - Message Transfer Part (MTP);
- 7.2.4.2 ANSI T1.111A-1994 American National Standard for Telecommunications - Signaling System Number 7 (SS7) - Message Transfer Part (MTP) Supplement;
- 7.2.4.3 ANSI T1.112-1992 American National Standard for Telecommunications - Signaling System Number 7 (SS7) - Signaling Connection Control Part (SCCP);
- 7.2.4.4 ANSI T1.115-1990 American National Standard for Telecommunications - Signaling System Number 7 (SS7) - Monitoring and Measurements for Networks;
- 7.2.4.5 ANSI T1.116-1990 American National Standard for Telecommunications - Signaling System Number 7 (SS7) - Operations, Maintenance and Administration Part (OMAP);
- 7.2.4.6 ANSI T1.118-1992 American National Standard for Telecommunications - Signaling System Number 7 (SS7) - Intermediate Signaling Network Identification (ISNI);
- 7.2.4.7 Telcordia (formerly BellCore) GR-905-CORE, Common Channel Signaling Network Interface Specification (CCSNIS) Supporting Network Interconnection, Message Transfer Part (MTP), and Integrated Services Digital Network User Part (ISDNUP); and
- 7.2.4.8 Telcordia (formerly BellCore) GR-1432-CORE, CCS Network Interface Specification (CCSNIS) Supporting Signaling Connection Control Part (SCCP) and Transaction Capabilities Application Part (TCAP).

### 7.3 **Service Control Points/Databases**

#### 7.3.1 Definition

- 7.3.1.1 Databases are the Network Elements that provide the functionality for storage of, access to, and manipulation of information required to offer a particular service and/or capability. Databases include, but are not limited to: Local Number Portability, LIDB, Toll Free Number Database, Automatic Location Identification/Data Management System, Calling Name Database, access to Service Creation Environment and Service Management System (SCE/SMS) application databases and Directory Assistance.
- 7.3.2 A Service Control Point (SCP) is a specific type of Database functionality deployed in a Signaling System 7 (SS7) network that executes service application logic in response to SS7 queries sent to it by a switching system also connected to the SS7 network. Service Management Systems provide operational interfaces to allow for provisioning, administration and maintenance of subscriber data and service application data stored in SCPs.
- 7.3.3 Technical Requirements for SCPs/Databases
- 7.3.3.1 Requirements for SCPs/Databases within this section address storage of information, access to information (e.g. signaling protocols, response times), and administration of information (e.g., provisioning, administration, and maintenance). All SCPs/Databases shall be provided to ICG in accordance with the following requirements.
- 7.3.3.2 BellSouth shall provide physical access to SCPs through the SS7 network and protocols with TCAP as the application layer protocol.
- 7.3.3.3 BellSouth shall provide physical interconnection to databases via industry standard interfaces and protocols (e.g. SS7, ISDN and X.25).
- 7.3.3.4 The reliability of interconnection options shall be consistent with requirements for diversity and survivability.
- 7.3.4 Database Availability
- 7.3.4.1 Call processing databases shall have a maximum unscheduled availability of 30 minutes per year. Unavailability due to software and hardware upgrades shall be scheduled during minimal usage periods and only be undertaken upon proper notification to providers which might be impacted. Any downtime associated with the provision of call processing related databases will impact all service providers, including BellSouth, equally.
- 7.3.4.2 The operational interface provided by BellSouth shall complete Database transactions (i.e., add, modify, delete) for ICG customer records stored in BellSouth databases within 3 days, or sooner where BellSouth provisions its own customer records within a shorter interval.

7.4 **Local Number Portability Database**

7.4.1 Definition

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

7.5 **SS7 Network Interconnection**

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

7.5.2 Technical Requirements

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

- 7.5.2.1.1 BellSouth local or tandem switching systems;
- 7.5.2.1.2 BellSouth DBs; and
- 7.5.2.1.3 Other third-party local or tandem switching systems.

7.5.3 The connectivity provided by SS7 Network Interconnection shall fully support the functions of BellSouth switching systems and DBs and ICG or other third-party switching systems with A-link access to the BellSouth SS7 network.

7.5.4 If traffic is routed based on dialed or translated digits between an ICG local switching system and a BellSouth or other third-party local switching system, either directly or via a BellSouth tandem switching system, then it is a requirement that the BellSouth SS7 network convey via SS7 Network Interconnection the TCAP messages that are necessary to provide Call Management services (Automatic Callback, Automatic Recall, and Screening List Editing) between the ICG local STPs and BellSouth or other third-party local switch.

7.5.5 When the capability to route messages based on Intermediate Signaling Network Identifier (ISNI) is generally available on BellSouth STPs, the BellSouth SS7 Network shall also convey TCAP messages using SS7 Network Interconnection

in similar circumstances where the BellSouth switch routes traffic based on a Carrier Identification Code (CIC).

- 7.5.6 SS7 Network Interconnection shall provide all functions of the MTP as specified in ANSI T1.111. This includes:
  - 7.5.6.1 Signaling Data Link functions, as specified in ANSI T1.111.2;
  - 7.5.6.2 Signaling Link functions, as specified in ANSI T1.111.3; and
  - 7.5.6.3 Signaling Network Management functions, as specified in ANSI T1.111.4.
- 7.5.7 SS7 Network Interconnection shall provide all functions of the SCCP necessary for Class 0 (basic connectionless) service, as specified in ANSI T1.112. In particular, this includes Global Title Translation (GTT) and SCCP Management procedures, as specified in T1.112.4. Where the destination signaling point is a BellSouth switching system or DB, or is another third-party local or tandem switching system directly connected to the BellSouth SS7 network, SS7 Network Interconnection shall include final GTT of messages to the destination and SCCP Subsystem Management of the destination. Where the destination signaling point is an ICG local or tandem switching system, SS7 Network Interconnection shall include intermediate GTT of messages to a gateway pair of ICG local STPs, and shall not include SCCP Subsystem Management of the destination.
- 7.5.8 SS7 Network Interconnection shall provide all functions of the Integrated Services Digital Network User Part (ISDNUP), as specified in ANSI T1.113.
- 7.5.9 SS7 Network Interconnection shall provide all functions of the TCAP, as specified in ANSI T1.114.
- 7.5.10 If and when Internetwork MTP Routing Verification Test (MRVT) and SCCP Routing Verification Test (SRVT) become approved ANSI standards and available capabilities of BellSouth STPs, SS7 Network Interconnection shall provide these functions of the OMAP.
- 7.5.11 SS7 Network Interconnection shall be equal to or better than the following performance requirements:
  - 7.5.11.1 MTP Performance, as specified in ANSI T1.111.6;
  - 7.5.11.2 SCCP Performance, as specified in ANSI T1.112.5; and
  - 7.5.11.3 ISDNUP Performance, as specified in ANSI T1.113.5.
- 7.5.12 Interface Requirements
  - 7.5.12.1 BellSouth shall offer the following SS7 Network Interconnection options to connect ICG or ICG-designated local or tandem switching systems or STPs to the BellSouth SS7 network:

- 7.5.12.1.1 A-link interface from ICG local or tandem switching systems; and
- 7.5.12.1.2 B-link interface from ICG STPs.
- 7.5.12.2 The Signaling Point of Interconnection (SPOI) for each link shall be located at a cross-connect element, such as a DSX-1, in the Central Office (CO) where the BellSouth STP is located. There shall be a DS1 or higher rate transport interface at each of the SPOIs. Each signaling link shall appear as a DS0 channel within the DS1 or higher rate interface. BellSouth shall offer higher rate DS1 signaling links for interconnecting ICG local switching systems or STPs with BellSouth STPs as soon as these become approved ANSI standards and available capabilities of BellSouth STPs. BellSouth and ICG will work jointly to establish mutually acceptable SPOI.
- 7.5.12.3 BellSouth CO shall provide intraoffice diversity between the SPOIs and the BellSouth STP, so that no single failure of intraoffice facilities or equipment shall cause the failure of both B-links in a layer connecting to a BellSouth STP. BellSouth and ICG will work jointly to establish mutually acceptable SPOI.
- 7.5.12.4 The protocol interface requirements for SS7 Network Interconnection include the MTP, ISDNUP, SCCP, and TCAP. These protocol interfaces shall conform to the following specifications:
  - 7.5.12.4.1 Telcordia (formerly BellCore) GR-905-CORE, Common Channel Signaling Network Interface Specification (CCSNIS) Supporting Network Interconnection, Message Transfer Part (MTP), and Integrated Services Digital Network User Part (ISDNUP);
  - 7.5.12.4.2 Telcordia (formerly BellCore) GR-1428-CORE, CCS Network Interface Specification (CCSNIS) Supporting Toll Free Service;
  - 7.5.12.4.3 Telcordia (formerly BellCore) GR-1429-CORE, CCS Network Interface Specification (CCSNIS) Supporting Call Management Services; and
  - 7.5.12.4.4 Telcordia (formerly BellCore) GR-1432-CORE, CCS Network Interface Specification (CCSNIS) Supporting Signaling Connection Control Part (SCCP) and Transaction Capabilities Application Part (TCAP).
- 7.5.12.5 BellSouth shall set message screening parameters to block accept messages from ICG local or tandem switching systems destined to any signaling point in the BellSouth SS7 network with which the ICG switching system has a legitimate signaling relation.
- 7.5.12.6 SS7 Network Interconnection shall be equal to or better than all of the requirements for SS7 Network Interconnection set forth in the following technical references:



- 7.5.12.6.1 ANSI T1.110-1992 American National Standard Telecommunications - Signaling System Number 7 (SS7) - General Information;
- 7.5.12.6.2 ANSI T1.111-1992 American National Standard for Telecommunications - Signaling System Number 7 (SS7) - Message Transfer Part (MTP);
- 7.5.12.6.3 ANSI T1.111A-1994 American National Standard for Telecommunications - Signaling System Number 7 (SS7) - Message Transfer Part (MTP) Supplement;
- 7.5.12.6.4 ANSI T1.112-1992 American National Standard for Telecommunications - Signaling System Number 7 (SS7) - Signaling Connection Control Part (SCCP);
- 7.5.12.6.5 ANSI T1.113-1995 American National Standard for Telecommunications - Signaling System Number 7 (SS7) - Integrated Services Digital Network (ISDN) User Part;
- 7.5.12.6.6 ANSI T1.114-1992 American National Standard for Telecommunications - Signaling System Number 7 (SS7) - Transaction Capabilities Application Part (TCAP);
- 7.5.12.6.7 ANSI T1.115-1990 American National Standard for Telecommunications - Signaling System Number 7 (SS7) - Monitoring and Measurements for Networks;
- 7.5.12.6.8 ANSI T1.116-1990 American National Standard for Telecommunications - Signaling System Number 7 (SS7) - Operations, Maintenance and Administration Part (OMAP);
- 7.5.12.6.9 ANSI T1.118-1992 American National Standard for Telecommunications - Signaling System Number 7 (SS7) - Intermediate Signaling Network Identification (ISNI);
- 7.5.12.6.10 Telcordia (formerly BellCore) GR-905-CORE, Common Channel Signaling Network Interface Specification (CCSNIS) Supporting Network Interconnection, Message Transfer Part (MTP), and Integrated Services Digital Network User Part (ISDNUP);
- 7.5.12.6.11 Telcordia (formerly BellCore) GR-954-CORE, CCS Network Interface Specification (CCSNIS) Supporting Line Information Database (LIDB) Service;
- 7.5.12.6.12 Telcordia (formerly BellCore) GR-1428-CORE, CCS Network Interface Specification (CCSNIS) Supporting Toll Free Service;
- 7.5.12.6.13 Telcordia (formerly BellCore) GR-1429-CORE, CCS Network Interface Specification (CCSNIS) Supporting Call Management Services; and,

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

**7.6 Rates**

The prices that ICG shall pay to BellSouth for Network Elements and Other Services are set forth in Exhibit C to this Attachment.

**8. Operator Call Processing, Inward Operator Services and Directory Assistance Services**

All of the negotiated rates, terms and conditions set forth in this Section pertain to the provision of Operator Call Processing, Inward Operator Services and Directory Assistance Services.

**8.1 Operator Systems**

- 8.1.1 Definition. Operator Systems is the Network Element that provides operator and automated call handling and billing, special services, end user telephone listings and optional call completion services. The Operator Systems, Network Element provides two types of functions: Operator Service functions and Directory Assistance Service functions, each of which are described in detail below.

**8.2 Operator Service**

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

**8.2.2 Requirements**

- 8.2.2.1 When ICG requests BellSouth to provide Operator Services, the following requirements apply:

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

8.2.2.1.2 BellSouth shall complete 0+ intraLATA toll calls.

8.2.2.1.3 BellSouth shall process calls that are billed to ICG end user's calling card that can be validated by BellSouth.

8.2.2.1.4 BellSouth shall complete person-to-person calls.

- 8.2.2.1.5 BellSouth shall complete collect calls.
- 8.2.2.1.6 BellSouth shall provide the capability for callers to bill to a third party and complete such calls.
- 8.2.2.1.7 BellSouth shall complete station-to-station calls.
- 8.2.2.1.8 BellSouth shall process emergency calls.
- 8.2.2.1.9 BellSouth shall process Busy Line Verify and Emergency Line Interrupt requests.
- 8.2.2.1.10 BellSouth shall process emergency call trace, as they do for their End users prior to the Effective Date. Call must originate from a 911 provider.
- 8.2.2.1.11 BellSouth shall process operator-assisted directory assistance calls.
- 8.2.2.1.12 BellSouth shall adhere to equal access requirements, providing ICG local end users the same IXC access as provided to BellSouth end users.
- 8.2.2.1.13 BellSouth shall exercise at least the same level of fraud control in providing Operator Service to ICG that BellSouth provides for its own operator service.
- 8.2.2.1.14 BellSouth shall perform Billed Number Screening when handling Collect, Person-to-Person, and Billed-to-Third-Party calls.
- 8.2.2.1.15 BellSouth shall direct customer account and other similar inquiries to the customer service center designated by ICG.
- 8.2.2.1.16 BellSouth shall provide a feed of customer call records in "EMI" format to ICG in accordance with CLEC ODUF standards specified in Attachment 7.

8.2.3 Interface Requirements

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

8.3 **Directory Assistance Service**

- 8.3.1 Definition. Directory Assistance Service provides local end user telephone number listings with the option to complete the call at the callers direction separate and distinct from local switching.

8.3.2 Requirements

- 8.3.3 Directory Assistance Service shall provide up to two listing requests per call. If available and if requested by ICG's end user, BellSouth shall provide caller-

optional directory assistance call completion service at rates contained in this Attachment to one of the provided listings, equal to that which BellSouth provides its end users. If not available, ICG may request such requirement pursuant to the Bona Fide Request/New Business Process as set forth in General Terms and Conditions.

#### 8.3.4 Directory Assistance Service Updates

8.3.4.1 BellSouth shall update end user listings changes daily. These changes include:

8.3.4.1.1 New end user connections: BellSouth will provide service to ICG that is equal to the service it provides to itself and its end users;

8.3.4.1.2 End user disconnections: BellSouth will provide service to ICG that is equal to the service it provides to itself and its end users; and

8.3.4.1.3 End user address changes: BellSouth will provide service to ICG that is equal to the service it provides to itself and its end users;

8.3.4.1.4 These updates shall also be provided for non-listed and non-published numbers for use in emergencies.

#### 8.3.5 Branding for Operator Call Processing and Directory Assistance

8.3.5.1 The BellSouth Operator Systems Branding Feature provides a definable announcement to ICG end users using Directory Assistance (DA)/Operator Call Processing (OCP) prior to placing them in queue or connecting them to an available operator or automated operator system. This feature allows ICG to have its calls custom branded with ICG's name on whose behalf BellSouth is providing Directory Assistance and/or Operator Call Processing. Rates for Custom Branding, Operator Call Process and Directory Assistance are set forth in this Attachment.

8.3.5.2 BellSouth offers four service levels of branding to ICG when ordering Directory Assistance and/or Operator Call Processing.

8.3.5.2.1 Service Level 1 - BellSouth Branding

8.3.5.2.2 Service Level 2 - Unbranded

8.3.5.2.3 Service Level 3 - Custom Branding

8.3.5.2.4 Service Level 4 - Self Branding (applicable only to ICG for Resale or use with an Unbundled Port when routing to an operator service provider other than BellSouth).

- 8.3.6 For Resellers and Use with an Unbundled Port
- 8.3.6.1 BellSouth Branding is the Default Service Level.
- 8.3.6.2 Unbranding, Custom Branding, and Self Branding require ICG to order selective routing for each originating BellSouth end office identified by ICG. Rates for Selective Routing are set forth in this Attachment.
- 8.3.6.3 Customer Branding and Self Branding require ICG to order dedicated trunking from each BellSouth end office identified by ICG, to either the BellSouth Traffic Operator Position System (TOPS) or ICG Operator Service Provider. Rates for trunks are set forth in applicable BellSouth tariffs.
- 8.3.6.4 Unbranding - Unbranded Directory Assistance and/or Operator Call Processing calls ride common trunk groups provisioned by BellSouth from those end offices identified by ICG to the BellSouth TOPS. These calls are routed to "No Announcement."
- 8.3.7 For Facilities Based Carriers
- 8.3.7.1 All Service Levels require ICG to order dedicated trunking from their end office(s) point of interface to the BellSouth TOPS Switches. Rates for trunks are set forth in applicable BellSouth tariffs.
- 8.3.7.2 Customized Branding includes charges for the recording of the branding announcement and the loading of the audio units in each TOPS Switch, IVS and NAV equipment for which ICG requires service.
- 8.3.8 Directory Assistance customized branding uses:
  - 8.3.8.1 the recording of the name;
  - 8.3.8.2 the front-end loading of the Digital Recorded Announcement Machine (DRAM) in each TOPS switch.
- 8.3.9 Operator Call Processing customized branding uses:
  - 8.3.9.1 the recording of the name;
  - 8.3.9.2 the front-end loading of the DRAM in the TOPS Switch;
  - 8.3.9.3 the back-end loading in the audio units in the Automated Alternate Billing System (AABS) in the Interactive Voice Subsystem (IVS);

8.3.9.4 the 0- automation loading for the audio units in the Enhanced Billing and Access Service (EBAS) in the Network Applications Vehicle (NAV).

8.3.9.5 BellSouth will provide to ICG purchasing local BellSouth switching and reselling BellSouth local exchange service, selective routing of calls to a requested directory assistance services platform or operator services platform. ICG end users may use the same dialing arrangements as BellSouth end users, but obtain a ICG branded service.

8.4 **Directory Assistance Database Service (DADS)**

8.4.1 BellSouth shall make its Directory Assistance Database Service (DADS) available solely for the expressed purpose of providing Directory Assistance type services to ICG end users. The term "end user" denotes any entity which obtains Directory Assistance type services for its own use from a DADS customer. Directory Assistance type service is defined as Voice Directory Assistance (DA Operator assisted and Electronic Directory Assistance (Data System assisted)). ICG agrees that Directory Assistance Database Service (DADS) will not be used for any purpose which violates federal or state laws, statutes, regulatory orders or tariffs. Except for the permitted users, ICG agrees not to disclose DADS to others and shall provide due care in providing for the security and confidentiality of DADS. Further, ICG authorizes the inclusion of ICG Directory Assistance listings in the BellSouth Directory Assistance products.

8.4.2 BellSouth shall provide ICG initially with a base file of subscriber listings which reflect all listing change activity occurring since ICG's most recent update via magnetic tape, and subsequently using electronic connectivity such as Network Data Mover to be developed mutually by ICG and BellSouth. ICG agrees to assume the costs associated with CONNECT: Direct™ connectivity, which will vary depending upon volume and mileage.

8.4.3 BellSouth will require approximately one month after receiving an order to prepare the Base File. BellSouth will provide daily updates which will reflect all listing change activity occurring since ICG's most recent update. BellSouth shall provide updates to ICG on a Business, Residence, or combined Business and Residence basis. ICG agrees that the updates shall be used solely to keep the information current. Delivery of Daily Updates will commence the day after ICG receives the Base File.

8.4.4 BellSouth is authorized to include ICG Directory Assistance Listing Information in its Directory Assistance Database Service (DADS). Any other use by BellSouth of ICG Directory Assistance Listing Information is not authorized and with the exception of a request for DADS, BellSouth shall refer any request for such information to ICG.

8.4.5 Rates for DADS are as set forth in this Attachment.

8.5 **Direct Access to Directory Assistance Service**

8.5.1 Direct Access to Directory Assistance Service (DADAS) will provide ICG's directory assistance operators with the ability to search all available BellSouth's subscriber listings using the Directory Assistance search format. Subscription to DADAS will allow ICG to utilize its own switch, operator workstations and optional audio subsystems.

8.5.2 BellSouth will provide DADAS from its DA location. ICG will access the DADAS system via a telephone company provided point of availability. ICG has the responsibility of providing the physical links required to connect to the point of availability. These facilities may be purchased from the telephone company as rates and charges billed separately from the charges associated with this offering.

8.5.3 A specified interface to each ICG subsystem will be provided by BellSouth. Interconnection between ICG's system and a specified BellSouth location will be pursuant to the use of ICG owned or ICG leased facilities and shall be appropriate sized based upon the volume of queries being generated by ICG.

8.5.4 The specifications for the three interfaces necessary for interconnection are available in the following documents:

8.5.4.1 DADAS to Subscriber Operator Position System—Northern Telecom Document CSI-2300-07; Universal Gateway/ Position Message Interface Format Specification;

8.5.4.2 DADAS to Subscriber Switch—Northern Telecom Document Q210-1 Version A107; NTDMS/CCIDAS System Application Protocol; and AT&T Document 250-900-535 Operator Services Position System Listing Service and Application Call Processing Data Link Interface Specification;

8.5.4.3 DADAS to Audio Subsystem (Optional)—Directory One Call Control to Audio Response Unit system interface specifications are available through Northern Telecom as a licensed access protocol—Northern Telecom Document 355-004424 and Gateway/Interactive Voice subsystem Protocol Specification.

8.5.5 Rates for DADAS are as set forth in this Attachment.

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

The ALI/DMS Database contains end user information (including name, address, telephone information, and sometimes special information from the local service provider or end user) used to determine to which Public Safety Answering Point (PSAP) to route the call. The ALI/DMS database is used to provide more routing

flexibility for E911 calls than Basic 911. BellSouth shall provide the Emergency Services Database in accordance with the following:

8.6.1 Technical Requirements

8.6.1.1 BellSouth shall offer ICG a data link to the ALI/DMS database or permit ICG to provide its own data link to the ALI/DMS database. BellSouth shall provide error reports from the ALI/DMS database to ICG immediately after ICG inputs information into the ALI/DMS database. Alternately, ICG may utilize BellSouth, to enter end user information into the data base on a demand basis, and validate end user information on a demand basis.

8.6.1.2 The ALI/DMS database shall contain the following end user information:

8.6.1.2.1 Name;

8.6.1.2.2 Address;

8.6.1.2.3 Telephone number; and

8.6.1.2.4 Other information as appropriate (e.g., whether an end user is blind or deaf or has another disability).

8.6.1.3 When BellSouth is responsible for administering the ALI/DMS database in its entirety, ported number NXXs entries for the ported numbers should be maintained unless ICG requests otherwise and shall be updated if ICG requests, provided ICG supplies BellSouth with the updates.

8.6.1.4 When Remote Call Forwarding (RCF) is used to provide number portability to the local end user and a remark or other appropriate field information is available in the database, the shadow or "forwarded-to" number and an indication that the number is ported shall be added to the customer record.

8.6.1.5 If BellSouth is responsible for configuring PSAP features (for cases when the PSAP or BellSouth supports an ISDN interface) it shall ensure that CLASS Automatic Recall (Call Return) is not used to call back to the ported number. Although BellSouth currently does not have ISDN interface, BellSouth agrees to comply with this requirement once ISDN interfaces are in place.

8.6.2 Interface Requirements

The interface between the E911 Switch or Tandem and the ALI/DMS database for ICG end users shall meet industry standards.



8.7 **Directory Assistance Database**

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

8.8 **Rates**

The prices that ICG shall pay to BellSouth for Network Elements and Other Services are set forth in Exhibit C to this Attachment.

9. **Calling Name (CNAM) Database Service**

All of the negotiated rates, terms and conditions set forth in this Section pertain to the provision of CNAM.

The Agreement for Calling Name (CNAM) with standard pricing is included as Exhibit B to this Attachment. ICG must provide to its account manager a written request with a requested activation date to activate this service. If ICG is interested in requesting CNAM with volume and term pricing, ICG must contact its account manager to request a separate CNAM volume and term Agreement.

- 9.1 SCPs/Databases shall be equal to or better than all of the requirements for SCPs/Databases set forth in the following technical references:
  - 9.1.1 GR-246-CORE, Bell Communications Research Specification of Signaling System Number 7, ISSUE 1 (Telcordia (formerly BellCore), December 199 );
  - 9.1.2 GR-1432-CORE, CCS Network Interface Specification (CCSNIS) Supporting Signaling Connection Control Part (SCCP) and Transaction Capabilities Application Part (TCAP). (Telcordia (formerly BellCore), March 1994);
  - 9.1.3 GR-954-CORE, CCS Network Interface Specification (CCSNIS) Supporting Line Information Database (LIDB) Service 6, Issue 1, Rev. 1 (Telcordia (formerly BellCore), October 1995);
  - 9.1.4 GR-1149-CORE, OSSGR Section 10: System Interfaces, Issue 1 (Telcordia (formerly BellCore), October 1995) (Replaces TR-NWT-001149);

- 9.1.5 Telcordia (formerly BellCore) GR-1158-CORE, OSSGR Section 22.3: Line Information Database 6, Issue (Telcordia (formerly BellCore), October 1995);
- 9.1.6 Telcordia (formerly BellCore) GR-1428-CORE, CCS Network Interface Specification (CCSNIS) Supporting Toll Free Service (Telcordia (formerly BellCore), May 1995); and
- 9.1.7 BOC Notes on BellSouth Networks, SR-TSV-002275, ISSUE 2, (Telcordia (formerly BellCore), April 1994).
- 9.2 **Service Creation Environment and Service Management System (SCE/SMS) Advanced Intelligent Network (AIN) Access**
- 9.2.1 BellSouth's Service Creation Environment and Service Management System (SCE/SMS) Advanced Intelligent Network (AIN) Access shall provide ICG the capability that will allow ICG and other third parties to create service applications in a BellSouth Service Creation Environment and deploy those applications in a BellSouth SMS to a BellSouth SCP. The third party service applications interact with AIN triggers provisioned on a BellSouth SSP.
- 9.2.2 BellSouth's SCE/SMS AIN Access shall provide access to SCE hardware, software, testing and technical support (e.g., help desk, system administrator) resources available to ICG. Scheduling procedures shall provide ICG equivalent priority to these resources.
- 9.2.3 BellSouth SCP shall partition and protect ICG service logic and data from unauthorized access, execution or other types of compromise.
- 9.2.4 When ICG selects SCE/SMS AIN Access, BellSouth shall provide training, documentation, and technical support to enable ICG to use BellSouth's SCE/SMS AIN Access to create and administer applications. Training, documentation, and technical support will address use of SCE and SMS access and administrative functions, but will not include support for the creation of a specific service application.
- 9.2.5 When ICG selects SCE/SMS AIN Access, BellSouth shall provide for a secure, controlled access environment in association with its internal use of AIN components. ICG access will be provided via remote data connection (e.g., dial-in, ISDN).
- 9.2.6 When ICG selects SCE/SMS AIN Access, BellSouth shall allow ICG to download data forms and/or tables to BellSouth SCP via BellSouth SMS without intervention from BellSouth (e.g., service customization and end user subscription).

9.3 **Packet Switching**

9.3.1 BellSouth will provide to ICG unbundled access to its packet switching pursuant to the terms and conditions contained in this section 9.3 and only in those instances when the conditions set forth in 47 C.F.R. §51.319(c)(3) are satisfied.

9.3.2 Description

9.3.2.1 Frame Relay is a connection oriented packet mode service consisting of four basic elements: the User Network Interface (UNI); the Network-Network Interface (NNI); the Data Link Connection Identifier (DLCI); and Committed Information Rate (CIR).

9.3.2.2 Frame Relay provides the end user interface to the BellSouth frame relay switch network. Frame Relay NNI provides the interface between the BellSouth frame relay switch network and the other carrier's frame relay switch network. UNI and NNI switch ports are available at line rate of 56 and 64 kbps (DS0), 1.536 Mbps (DS1) and 44.210 Mbps (DS3).

9.3.2.3 Frame Relay offers one version of service, Permanent Virtual Connection (PVC). A PVC is created when two DLCIs are mapped together. A DLCI is a logical address that is locally significant to a UNI or NNI port interface on the switch. Each DLCI represents a PVC segment across the network. PVC Frame Relay service allows the customer to set up point-to-point virtual circuits through the network.

9.3.2.3.1 A PVC is provisioned via a service order when service is established and taken down when service is discontinued.

9.3.2.3.2 The DLCIs reflected on a service order to establish a PVC may reside on UNI or NNI ports that are on the same or different switches located within the same central office.

9.3.2.4 Frame Relay Committed Information Rate (CIR) is an element associated with a PVC that is designed to provide the customer with a sustained throughput under normal conditions. CIR is offered at the following speeds:

0 Bps	Over 0 thru 32 Kbps
Over 32 thru 56 Kbps	Over 56 thru 64 Kbps
Over 64 thru 128 Kbps	Over 128 thru 256 Kbps
Over 256 thru 384 Kbps	Over 384 thru 512 Kbps
Over 512 thru 768 Kbps	Over 768 thru 1.536 Mbps
Over 1.536 thru 4 Mbps	Over 4 thru 10 Mbps
Over 10 thru 16 Mbps	Over 16 thru 34 Mbps
Over 34 thru 44.210 Mbps	

- 9.3.2.4.1 A CIR must be selected for each DLCI. A CIR selected with a value greater than zero has a separate charge from the DLCI charge. Two DLCIs that are mapped together to form a PVC must have the same CIR.
- 9.3.2.4.2 Frames submitted at a rate above the subscribed CIR will be marked as “discard eligible” (DE) and if network congestion occurs, are subject to being dropped by the network.
- 9.3.2.4.3 If CIR is set as equal to zero, then all frames will be marked DE, however, in the absence of network congestion, DE marked frames will be transported with the same reliability as frames not marked DE.
- 9.3.2.4.4 CIR value selected cannot exceed the minimum transmission speed of the link at either end of the PVC.
- 9.3.2.5 **Miscellaneous Service Features**
- 9.3.2.5.1 A Feature Change Charge applies whenever a change is made (at the customer’s request) to a PVC within a single network configuration at a central office. If multiple changes may be caused by such actions, only one Feature Change Charge will apply.
- 9.3.2.5.2 **Transfer of Service.** When a change to the customer of record is requested, Transfer of Service charges will apply. Charges are applied on a Billing Account Number (BAN).
- 9.3.3 **Technical Interface Requirements and Specifications**
- 9.3.3.1 Frame Relay is in compliance with various industry standards as follows:
  - 9.3.3.1.1 ANSI T1.617-1991, “Integrated Services Digital Network (ISDN) –Digital Subscriber Signaling System No. 1 (DSS1) – Signaling Specification for Frame Relay Service”, and
  - 9.3.3.1.2 ANSI T1.618-1991, “Integrated Services Digital Network (ISDN) –Core Aspects of Frame Relay Bearer Service”;
  - 9.3.3.1.3 Document No. 001-208966, “Frame Relay Specification with Extension Based on Proposed T1S1 Standards”, Digital Equipment Corporation, Northern Telecom, Inc., and StrataCom, Inc.; and

- 9.3.3.1.4 Frame Relay Forum Document FRF.2, Frame Relay Network-to-Network Phase 1 Implementation Agreement.
- 9.3.3.1.5 All UNI local channel facilities must be in conformance with ANSI standards T1.617-1991, T1.618-1991.
- 9.3.3.1.6 All NNI local channel facilities must be in conformance with ANSI standards and Bellcore Technical Reference TR-TSV-001370.
- 9.3.3.1.7 Performance specifications for BellSouth FRS are contained in: BellSouth Technical Reference 73587, Frame Relay Service Interface and Performance Specifications.

#### **9.4 Rates**

The prices that ICG shall pay to BellSouth for Network Elements and Other Services are set forth in Exhibit C to this Attachment.

### **10. Basic 911 and E911**

All of the negotiated terms and conditions set forth in this Section pertain to the provision of Basic 911 and E911.

If ICG orders network elements and other services, then ICG is also responsible for providing E911 to its end users. BellSouth agrees to offer access to the 911/E911 network pursuant to the following terms and conditions set forth in this Attachment.

#### **10.1 Definition**

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

#### **10.2 Requirements**

- 10.2.1 Basic 911 Service Provisioning. For Basic 911 service, BellSouth will provide to ICG a list consisting of each municipality that subscribes to Basic 911 service. The list will also provide, if known, the E911 conversion date for each municipality and, for network routing purposes, a ten-digit directory number representing the appropriate emergency answering position for each municipality subscribing to 911. ICG will be required to arrange to accept 911 calls from its end users in municipalities that subscribe to Basic 911 service and translate the 911 call to the appropriate 10-digit directory number as stated on the list provided by BellSouth. ICG will be required to route that call to BellSouth at the

appropriate tandem or end office. When a municipality converts to E911 service, ICG will be required to discontinue the Basic 911 procedures and being using E911 procedures.

- 10.2.2 E911 Service Provisioning. For E911 service, ICG will be required to install a minimum of two dedicated trunks originating from the ICG serving wire center and terminating to the appropriate E911 tandem. The dedicated trunks shall be, at a minimum, DS-0 level trunks configured either as a 2-wire analog interface or as part of a digital (1.544 Mb/s) interface. Either configuration shall use CAMA-type signaling with multifrequency ("MF") pulsing that will deliver automatic number identification ("ANI") with the voice portion of the call. If the user interface is digital, MF pulses, as well as other AC signals, shall be encoded per the u-255 Law convention. ICG will be required to provide BellSouth daily updates to the E911 database. ICG will be required to forward 911 calls to the appropriate E911 tandem, along with ANI, based upon the current E911 end office to tandem homing arrangement as provided by BellSouth. If the E911 tandem trunks are not available, ICG will be required to route the call to a designated 7-digit local number residing in the appropriate Public Service Answering Point ("PSAP"). This call will be transported over BellSouth's interoffice network and will not carry the ANI of the calling party. ICG shall be responsible for providing BellSouth with complete and accurate data for submission to the 911/E911 database for the purpose of providing 911/E911 to its end users.
- 10.2.3 Rates. Charges for 911/E911 service are borne by the municipality purchasing the service. BellSouth will impose no charge on ICG beyond applicable charges for BellSouth trunking arrangements.
- 10.2.4 Basic 911 and E911 functions provided to ICG shall be at least at parity with the support and services that BellSouth provides to its end users for such similar functionality.
- 10.2.5 Detailed Practices and Procedures. The detailed practices and procedures contained in the E911 Local Exchange Carrier Guide For Facility-Based Providers as amended from time to time during the term of this Agreement will determine the appropriate practices and procedures for BellSouth and ICG to follow in providing 911/E911 services.

**EXHIBIT A****LINE INFORMATION DATA BASE (LIDB)  
STORAGE AGREEMENT****I. SCOPE**

A. This Agreement sets forth the terms and conditions pursuant to which BellSouth agrees to store in its LIDB certain information at the request of ICG and pursuant to which BellSouth, its LIDB customers and ICG shall have access to such information. ICG understands that BellSouth provides access to information in its LIDB to various telecommunications service providers pursuant to applicable tariffs and agrees that information stored at the request of ICG, pursuant to this Agreement, shall be available to those telecommunications service providers. The terms and conditions contained in the attached Addendum(s) are hereby made a part of this Agreement as if fully incorporated herein.

B. LIDB is accessed for the following purposes:

1. Billed Number Screening
2. Calling Card Validation
3. Fraud Control

C. BellSouth will provide seven days per week, 24-hours per day, fraud monitoring on Calling Cards, bill-to-third and collect calls made to numbers in BellSouth's LIDB, provided that such information is included in the LIDB query. BellSouth will establish fraud alert thresholds and will notify ICG of fraud alerts so that ICG may take action it deems appropriate. ICG understands and agrees BellSouth will administer all data stored in the LIDB, including the data provided by ICG pursuant to this Agreement, in the same manner as BellSouth's data for BellSouth's end user customers. BellSouth shall not be responsible to ICG for any lost revenue which may result from BellSouth's administration of the LIDB pursuant to its established practices and procedures as they exist and as they may be changed by BellSouth in its sole discretion from time to time.

ICG understands that BellSouth currently has in effect numerous billing and collection agreements with various interexchange carriers and billing clearing houses. ICG further understands that these billing and collection customers of BellSouth query BellSouth's LIDB to determine whether to accept various billing options from end users. Additionally, ICG understands that presently BellSouth has no method to differentiate between BellSouth's own billing and line data in the LIDB and such data which it includes in the LIDB on ICG's behalf pursuant to this Agreement. Therefore, until such time as BellSouth can and does implement in its LIDB and its supporting systems the means to differentiate ICG's data from BellSouth's data and

the Parties to this Agreement execute appropriate amendments hereto, the following terms and conditions shall apply:

- (a) ICG agrees that it will accept responsibility for telecommunications services billed by BellSouth for its billing and collection customers for ICG's end user accounts which are resident in LIDB pursuant to this Agreement. ICG authorizes BellSouth to place such charges on ICG's bill from BellSouth and agrees that it shall pay all such charges. Charges for which ICG hereby takes responsibility include, but are not limited to, collect and third number calls.
- (b) Charges for such services shall appear on a separate BellSouth bill page identified with the name of the entity for which BellSouth is billing the charge.
- (c) ICG shall have the responsibility to render a billing statement to its end users for these charges, but ICG's obligation to pay BellSouth for the charges billed shall be independent of whether ICG is able or not to collect from ICG's end users.
- (d) BellSouth shall not become involved in any disputes between ICG and the entities for which BellSouth performs billing and collection. BellSouth will not issue adjustments for charges billed on behalf of an entity to ICG. It shall be the responsibility of ICG and the other entity to negotiate and arrange for any appropriate adjustments.

## **II. TERM**

This Agreement will be effective as of \_\_\_\_\_, and will continue in effect for one year, and thereafter may be continued until terminated by either Party upon thirty (30) days written notice to the other Party.

## **III. FEES FOR SERVICE AND TAXES**

- A. ICG will not be charged a fee for storage services provided by BellSouth to ICG, as described in Section I of this Agreement.
- B. Sales, use and all other taxes (excluding taxes on BellSouth's income) determined by BellSouth or any taxing authority to be due to any federal, state or local taxing jurisdiction with respect to the provision of the service set forth herein will be paid by ICG. ICG shall have the right to have BellSouth contest with the imposing jurisdiction, at ICG's expense, any such taxes that ICG deems are improperly levied.



**IV. INDEMNIFICATION**

To the extent not prohibited by law, each Party will indemnify the other and hold the other harmless against any loss, cost, claim, injury, or liability relating to or arising out of negligence or willful misconduct by the indemnifying Party or its agents or contractors in connection with the indemnifying Party's provision of services, provided, however, that any indemnity for any loss, cost, claim, injury or liability arising out of or relating to errors or omissions in the provision of services under this Agreement shall be limited as otherwise specified in this Agreement. The indemnifying Party under this Section agrees to defend any suit brought against the other Party for any such loss, cost, claim, injury or liability. The indemnified Party agrees to notify the other Party promptly, in writing, of any written claims, lawsuits, or demands for which the other Party is responsible under this Section and to cooperate in every reasonable way to facilitate defense or settlement of claims. The indemnifying Party shall not be liable under this Section for settlement by the indemnified Party of any claim, lawsuit, or demand unless the defense of the claim, lawsuit, or demand has been tendered to it in writing and the indemnifying Party has unreasonably failed to assume such defense.

**V. LIMITATION OF LIABILITY**

Neither Party shall be liable to the other Party for any lost profits or revenues or for any indirect, incidental or consequential damages incurred by the other Party arising from this Agreement or the services performed or not performed hereunder, regardless of the cause of such loss or damage.

**VI. MISCELLANEOUS**

- A. It is understood and agreed to by the Parties that BellSouth may provide similar services to other companies.
- B. All terms, conditions and operations under this Agreement shall be performed in accordance with, and subject to, all applicable local, state or federal legal and regulatory tariffs, rulings, and other requirements of the federal courts, the U. S. Department of Justice and state and federal regulatory agencies. Nothing in this Agreement shall be construed to cause either Party to violate any such legal or regulatory requirement and either Party's obligation to perform shall be subject to all such requirements.
- C. ICG agrees to submit to BellSouth all advertising, sales promotion, press releases, and other publicity matters relating to this Agreement wherein BellSouth's corporate or trade names, logos, trademarks or service marks or those of BellSouth's affiliated companies are mentioned or language from which the connection of said names or trademarks therewith may be inferred or implied; and ICG further agrees not to

publish or use advertising, sales promotions, press releases, or publicity matters without BellSouth's prior written approval.

- D. This Agreement constitutes the entire Agreement between ICG and BellSouth which supersedes all prior Agreements or contracts, oral or written representations, statements, negotiations, understandings, proposals and undertakings with respect to the subject matter hereof.
- E. Except as expressly provided in this Agreement, if any part of this Agreement is held or construed to be invalid or unenforceable, the validity of any other Section of this Agreement shall remain in full force and effect to the extent permissible or appropriate in furtherance of the intent of this Agreement.
- F. Neither Party shall be held liable for any delay or failure in performance of any part of this Agreement for any cause beyond its control and without its fault or negligence, such as acts of God, acts of civil or military authority, government regulations, embargoes, epidemics, war, terrorist acts, riots, insurrections, fires, explosions, earthquakes, nuclear accidents, floods, strikes, power blackouts, volcanic action, other major environmental disturbances, unusually severe weather conditions, inability to secure products or services of other persons or transportation facilities, or acts or omissions of transportation common carriers.
- G. This Agreement shall be deemed to be a contract made under the laws of the State of Georgia, and the construction, interpretation and performance of this Agreement and all transactions hereunder shall be governed by the domestic law of such State.

**FACILITIES BASED ADDENDUM  
TO LINE INFORMATION DATA BASE (LIDB)  
STORAGE AGREEMENT**

This is a Facilities Based Addendum to the Line Information Data Base Storage Agreement dated \_\_\_\_\_, between BellSouth Telecommunications, Inc. ("BellSouth"), and \_\_\_\_\_ ("ICG"), effective the \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

**I. GENERAL**

This Addendum sets forth the terms and conditions for ICG's provision of billing number information to BellSouth for inclusion in BellSouth's LIDB. BellSouth will store in its LIDB the billing number information provided by ICG, and BellSouth will provide responses to on-line, call-by-call queries to this information for purposes specified in Section I.B. of the Agreement.

**II. DEFINITIONS**

- A. Billing number - a number that ICG creates for the purpose of identifying an account liable for charges. This number may be a line or a special billing number.
- B. Line number - a ten digit number that identifies a telephone line administered by ICG.
- C. Special billing number - a ten digit number that identifies a billing account established by ICG.
- D. Calling Card number - a billing number plus PIN number.
- E. PIN number - a four digit security code assigned by ICG which is added to a billing number to compose a fourteen digit calling card number.
- F. Toll billing exception indicator - associated with a billing number to indicate that it is considered invalid for billing of collect calls or third number calls or both, by ICG.
- G. Billed Number Screening - refers to the activity of determining whether a toll billing exception indicator is present for a particular billing number.
- H. Calling Card Validation - refers to the activity of determining whether a particular calling card number exists as stated or otherwise provided by a caller.

- I. Billing number information - information about billing number, Calling Card number and toll billing exception indicator provided to BellSouth by ICG.

**III. RESPONSIBILITIES OF PARTIES**

- A. ICG will provide its billing number information to BellSouth's LIDB each business day by a method that has been mutually agreed upon by both Parties.
- B. BellSouth will store in its LIDB the billing number information provided by ICG. Under normal operating conditions, BellSouth shall include ICG's billing number information in its LIDB no later than two business days following BellSouth's receipt of such billing number information, provided that BellSouth shall not be held responsible for any delay or failure in performance to the extent such delay or failure is caused by circumstances or conditions beyond BellSouth's reasonable control. BellSouth will store in its LIDB an unlimited volume of ICG's working telephone numbers.
- C. BellSouth will provide responses to on-line, call-by-call queries to the stored information for the specific purposes listed in the next paragraph.
- D. BellSouth is authorized to use the billing number information provided by ICG to perform the following functions for authorized users on an on-line basis:
1. Validate a 14 digit Calling Card number where the first 10 digits are a line number or special billing number assigned by ICG, and where the last four digits (PIN) are a security code assigned by ICG.
  2. Determine whether ICG or the subscriber has identified the billing number as one which should not be billed for collect or third number calls, or both.
- E. ICG will provide its own billing number information to BellSouth for storage and to be used for Billed Number Screening and Calling Card Validation. ICG will arrange and pay for transport of updates to BellSouth.

**IV. COMPLIANCE**

Unless expressly authorized in writing by ICG, all billing number information provided pursuant to this Addendum shall be used for no purposes other than those set forth in this Addendum.

**EXHIBIT B**

**CALLING NAME DELIVERY (CNAM) DATABASE SERVICES**

**1. Definitions**

For the purpose of this Attachment, the following terms shall be defined as:

**CALLING NAME DELIVERY DATABASE SERVICE (CNAM)** - The ability to associate a name with the calling party number, allowing the end user subscriber (to which a call is being terminated) to view the calling party's name before the call is answered. This service also provides ICG the opportunity to load and store its subscriber names in the BellSouth CNAM SCPs.

**CALLING PARTY NUMBER (CPN)** - The number of the calling party that is delivered to the terminating switch using common channel signaling system 7 (CCS7) technology, and that is contained in the Initial Address Message (IAM) portion of the CCS7 call setup.

**COMMON CHANNEL SIGNALING SYSTEM 7 (CCS7)** - A network signaling technology in which all signaling information between two or more nodes is transmitted over high-speed data links, rather than over voice circuits.

**SERVICE CONTROL POINTs (SCPs)** - The real-time data base systems that contain the names to be provided in response to queries received from CNAM SSPs.

**SERVICE MANAGEMENT SYSTEM (SMS)** - The main operations support system of CNAM DATABASE SERVICE. CNAM records are loaded into the SMS, which in turn downloads into the CNAM SCP.

**SERVICE SWITCHING POINTs (SSPs)** - Features of computerized switches in the telephone network that determine that a terminating line has subscribed to CNAM service, and then communicate with CNAM SCPs in order to provide the name associated with the calling party number.

**SUBSYSTEM NUMBER (SSN)** - The address used in the Signaling Connection Control Part (SCCP) layer of the SS7 protocol to designate an application at an end signaling point. A SSN for CNAM at the end office designates the CNAM application within the end office. BellSouth uses the CNAM SSN of 232.

**2. Attachment**

- 2.1 This Attachment contains the terms and conditions where BellSouth will provide to the ICG access to the BellSouth CNAM SCP for query or record storage purposes.

2.2 ICG shall submit to BellSouth a notice of its intent to access and utilize BellSouth CNAM Database Services pursuant to the terms and conditions of this Attachment. Said notice shall be in writing, no less than 60 days prior to ICG's access to BellSouth's CNAM Database Services and shall be addressed to ICG's Account Manager.

### **3. Physical Connection and Compensation**

3.1 BellSouth's provision of CNAM Database Services to ICG requires interconnection from ICG to BellSouth CNAM Service Control Points (SCPs). Such interconnections shall be established pursuant to Attachment 3 of this Agreement. The appropriate charge for access to and use of the BellSouth CNAM Database service shall be as set forth in this Attachment.

3.2 In order to formulate a CNAM query to be sent to the BellSouth CNAM SCP, ICG shall provide its own CNAM SSP. ICG's CNAM SSPs must be compliant with TR-NWT-001188, "CLASS Calling Name Delivery Generic Requirements".

3.3 If ICG elects to access the BellSouth CNAM SCP via a third party CCS7 transport provider, the third party CCS7 provider shall interconnect with the BellSouth CCS7 network according to BellSouth's Common Channel Signaling Interconnection Guidelines and Telcordia (formerly BellCore)'s CCS Network Interface Specification document, TR-TSV-000905. In addition, the third party provider shall establish CCS7 interconnection at the BellSouth Local Signal Transfer Points (LSTPs) serving the BellSouth CNAM SCPs that ICG desires to query.

3.4 **Out-Of-Region Customers**  
If the customer queries the BellSouth CNAM SCP via a third party national SS7 transport provider, the third party SS7 provider shall interconnect with the BellSouth CCS7 network according to BellSouth's Common Channel Signaling Interconnection Guidelines and Telcordia's (formerly BellCore's) CCS Network Interface Specification document, TR-TSV-000905. In addition, the third party provider shall establish SS7 interconnection at one or more of the BellSouth Gateway Signal Transfer Points (STPs). The payment of all costs associated with the transport of SS7 signals via a third party will be established by mutual agreement of the Parties in writing and shall, by this reference become an integral part of this Agreement.

### **4. CNAM Record Initial Load and Updates**

4.1 The mechanism to be used by ICG for initial CNAM record load and/or updates shall be determined by mutual agreement. The initial load and all updates shall be provided by ICG in the BellSouth specified format and shall contain records for every working telephone number that can originate phone calls. It is the responsibility of ICG to provide accurate information to BellSouth on a current basis.

- 4.2 Updates to the SMS shall occur no less than once a week, reflect service order activity affecting either name or telephone number, and involve only record additions, deletions or changes.
  
- 4.3 ICG CNAM records provided for storage in the BellSouth CNAM SCP shall be available, on a SCP query basis only, to all Parties querying the BellSouth CNAM SCP. Further, CNAM service shall be provided by each Party consistent with state and/or federal regulation.

BELLSOUTH/ICG RATES  
NETWORK ELEMENTS AND OTHER SERVICES

DESCRIPTION	USOC	RATES
		KY
<b>NIDs</b>		
NID (all types), per month	UNDAX	\$1.80
<b>Installation of 2-Wire/4Wire CLEC NID</b>	UNDAX	
NRC - 1st	UNDAX	NA
NRC - Add'l	UNDAX	NA
<b>NID to NID Cross Connect, 2-Wire or 4-Wire, NRC</b>	UNDC2	NA
<b>NID per 2-Wire Analog VG Loop, Per Month</b>	UNDAX	NA
NRC - 1st	UNDAX	NA
NRC - Add'l	UNDAX	NA
NRC - Disconnect Charge - 1st	UNDAX	NA
NRC - Disconnect Charge - Add'l	UNDAX	NA
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	NA
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	NA
NRC - Incremental Charge - Manual Service Order - Disconnect	SOMAN	NA
<b>NID per 4-Wire Analog VG Loop, Per Month</b>	UNDAX	NA
NRC - 1st	UNDAX	NA
NRC - Add'l	UNDAX	NA
NRC - Disconnect Charge - 1st	UNDAX	NA
NRC - Disconnect Charge - Add'l	UNDAX	NA
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	NA
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	NA
NRC - Incremental Charge - Manual Service Order - Disconnect	SOMAN	NA
<b>NID per 2-Wire ISDN Digital VG Loop, Per Month</b>	UNDAX	NA
NRC - 1st	UNDAX	NA
NRC - Add'l	UNDAX	NA
NRC - Disconnect Charge - 1st	UNDAX	NA
NRC - Disconnect Charge - Add'l	UNDAX	NA
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	NA
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	NA
NRC - Incremental Charge - Manual Service Order - Disconnect	SOMAN	NA
<b>NID per 2-Wire Asymmetrical Dig Subscriber Line (ADSL) Loop, Per Mo.</b>	UNDAX	NA
NRC - 1st	UNDAX	NA
NRC - Add'l	UNDAX	NA
NRC - Disconnect Charge - 1st	UNDAX	NA
NRC - Disconnect Charge - Add'l	UNDAX	NA
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	NA
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	NA
NRC - Incremental Charge - Manual Service Order - Disconnect	SOMAN	NA
<b>NID per 2-Wire High Bit Rate Dig Subscriber Line (HDSL) Loop</b>	UNDAX	NA
NRC - 1st	UNDAX	NA
NRC - Add'l	UNDAX	NA
NRC - Disconnect Charge - 1st	UNDAX	NA
NRC - Disconnect Charge - Add'l	UNDAX	NA
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	NA
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	NA
NRC - Incremental Charge - Manual Service Order - Disconnect	SOMAN	NA
<b>NID per 4-Wire High Bit Rate Dig Subscriber Line (HDSL) Loop</b>	UNDAX	NA
NRC - 1st	UNDAX	NA
NRC - Add'l	UNDAX	NA
NRC - Disconnect Charge - 1st	UNDAX	NA
NRC - Disconnect Charge - Add'l	UNDAX	NA
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	NA
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	NA
NRC - Incremental Charge - Manual Service Order - Disconnect	SOMAN	NA
<b>NID per 4-Wire 56 Kbps Dig Grade Loop</b>	UNDAX	NA
NRC - 1st	UNDAX	NA
NRC - Add'l	UNDAX	NA
NRC - Disconnect Charge - 1st	UNDAX	NA
NRC - Disconnect Charge - Add'l	UNDAX	NA
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	NA
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	NA
NRC - Incremental Charge - Manual Service Order - Disconnect	SOMAN	NA
<b>NID per 4-Wire 64 Kbps Dig Grade Loop</b>	UNDAX	NA
NRC - 1st	UNDAX	NA
NRC - Add'l	UNDAX	NA
NRC - Disconnect Charge - 1st	UNDAX	NA
NRC - Disconnect Charge - Add'l	UNDAX	NA
NRC - Incremental Charge - Manual Svc Ord - 1st	SOMAN	NA
NRC - Incremental Charge - Manual Svc Ord - Add'l	SOMAN	NA
NRC - Incremental Charge - Manual Svc Ord - Disconnect	SOMAN	NA



BELLSOUTH/ICG RATES  
NETWORK ELEMENTS AND OTHER SERVICES

DESCRIPTION	USOC	RATES	
			KY
<b>NID per 2-Wire Unbundled Copper Loop, per month</b>	UNDAX		\$1.55
NRC - 1st	UNDAX		\$5.60
NRC - Add'l	UNDAX		\$5.60
NRC - Disconnect Charge - 1st	UNDAX		NA
NRC - Disconnect Charge - Add'l	UNDAX		NA
NRC - Incremental Charge - Manual Svc. Ord - 1st	SOMAN		\$47.00
NRC - Incremental Charge - Manual Svc. Ord - Add'l	SOMAN		\$21.00
NRC - Incremental Charge - Manual Svc. Ord. - Disconnect	SOMAN		NA
Nonrecurring Charge - customer transfer, feature additions, changes (1)			NA
<b>LOOP, EXCLUDING NID</b>			
<b>2-Wire Analog VG Loop (Standard), per month</b>	TBD		\$18.20
NRC - 1st			\$86.08
NRC - Add'l			\$58.57
<b>2-Wire Analog VG Loop (Customized), per month</b>	TBD		\$21.41
NRC - 1st			\$236.75
NRC - Add'l			\$177.10
<b>4-Wire Analog VG Loop (Standard), per month</b>	TBD		\$26.38
NRC - 1st			\$457.14
NRC - Add'l			\$348.83
<b>2-Wire ISDN Digital Grade Loop (Standard), per month</b>	TBD		\$29.65
NRC - 1st			\$541.28
NRC - Add'l			\$431.61
<b>2-Wire ADSL Loop (Standard), per month</b>	TBD		\$10.63
NRC - 1st			\$713.50
NRC - Add'l			\$609.44
<b>2-Wire HDSL Loop (Standard), per month</b>	TBD		\$7.40
NRC - 1st			\$713.50
NRC - Add'l			\$609.44
<b>4-Wire HDSL Loop (Standard), per month</b>	TBD		\$9.70
NRC - 1st			\$748.93
NRC - Add'l			\$646.17
<b>LOOP, INCLUDING NID</b>			
<b>2-Wire Analog VG Loop, per month</b>	UEAL2		NA
NRC - 1st	UEAL2		NA
NRC - Add'l	UEAL2		NA
NRC - Incremental Charge - Order Coordination - Time Specific (per LSR)	OCOSL		NA
<b>2-Wire Analog VG Loop-SL1, per month</b>	UEAL2		NA
NRC - 1st	UEAL2		NA
NRC - Add'l	UEAL2		NA
NRC - Disconnect Charge - 1st	UEAL2		NA
NRC - Disconnect Charge - Add'l	UEAL2		NA
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN		NA
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN		NA
NRC - Incremental Charge - Manual Service Order - Disconnect	SOMAN		NA
NRC - Loop Make-Up	UEANM		TBD
<b>2-Wire Analog VG Loop-SL2 w/loop or ground start signaling, per month</b>	UEAL2		NA
NRC - 1st	UEAL2		NA
NRC - Add'l	UEAL2		NA
NRC - Disconnect Charge - 1st	UEAL2		NA
NRC - Disconnect Charge - Add'l	UEAL2		NA
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN		NA
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN		NA
NRC - Incremental Charge - Manual Service Order - Disconnect	SOMAN		NA
NRC - Incremental Charge - Order Coordination - Time Specific (per LSR)	OCOSL		NA
<b>2-Wire Analog VG Loop-SL2 w/ reverse battery signaling, per month</b>	UEAR2		NA
NRC - 1st	UEAR2		NA
NRC - Add'l	UEAR2		NA
NRC - Disconnect Charge - 1st	UEAR2		NA
NRC - Disconnect Charge - Add'l	UEAR2		NA
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN		NA
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN		NA
NRC - Incremental Charge - Manual Service Order - Disconnect	SOMAN		NA
NRC - Incremental Charge - Order Coordination - Time Specific (per LSR)	OCOCL		NA
<b>2-Wire Analog VG Loop (Standard), per month</b>	UEAL2		\$20.00
NRC - 1st	UEAL2		\$86.08
NRC - Add'l	UEAL2		\$58.57
NRC - Loop Make-up	UEANM		TBD
NRC - Manual Order Coordination	UEAMC		TBD
NRC - Incremental Charge - Order Coordination - Time Specific (per LSR)	OCOSL		\$55.00

BELLSOUTH/ICG RATES  
NETWORK ELEMENTS AND OTHER SERVICES

DESCRIPTION	USOC	RATES
		KY
<b>2-Wire Analog VG Loop (Customized), w/ loop or ground start signaling, per month</b>	UEAL2	\$23.35
NRC - 1st	UEAL2	\$236.75
NRC - Add'l	UEAL2	\$177.10
NRC - Incremental Charge - Order Coordination - Time Specific (per LSR)	OCOSL	\$55.00
<b>2-Wire Analog VG Loop (Customized), w/ reverse battery signaling, per month</b>	UEAR2	\$23.35
NRC - 1st	UEAR2	\$236.75
NRC - Add'l	UEAR2	\$177.10
NRC - Incremental Charge - Order Coordination - Time Specific (per LSR)	OCOSL	\$55.00
<b>4-Wire Analog VG Loop, per month</b>	UEAL4	NA
NRC - 1st	UEAL4	NA
NRC - Add'l	UEAL4	NA
NRC - Disconnect Charge - 1st	UEAL4	NA
NRC - Disconnect Charge - Add'l	UEAL4	NA
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	NA
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	NA
NRC - Incremental Charge - Manual Service Order - Disconnect	SOMAN	NA
NRC - Incremental Charge - Order Coordination - Time Specific (per LSR)	OCOSL	NA
<b>4-Wire Analog VG Loop (Standard), per month</b>	UEAL4	\$28.28
NRC - 1st	UEAL4	\$457.14
NRC - Add'l	UEAL4	\$348.83
NRC - Incremental Charge - Order Coordination - Time Specific (per LSR)	OCOSL	\$55.00
<b>2-Wire ISDN Digital Grade Loop, per month</b>	U1L2X	NA
NRC - 1st	U1L2X	NA
NRC - Add'l	U1L2X	NA
NRC - Disconnect Charge - 1st	U1L2X	NA
NRC - Disconnect Charge - Add'l	U1L2X	NA
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	NA
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	NA
NRC - Incremental Charge - Manual Service Order - Disconnect	SOMAN	NA
NRC - Incremental Charge - Order Coordination - Time Specific (per LSR)	OCOSL	\$55.00
<b>2-Wire ISDN Digital Grade Loop (Standard), per month</b>	U1L2X	\$31.99
NRC - 1st	U1L2X	\$541.28
NRC - Add'l	U1L2X	\$431.61
NRC - Incremental Charge - Order Coordination - Time Specific (per LSR)	OCOSL	\$55.00
<b>2-Wire Asymmetrical Dig Subscriber Line (ADSL) Compatible Loop, per month</b>	UAL2X	NA
NRC - 1st	UAL2X	NA
NRC - Add'l	UAL2X	NA
NRC - Disconnect Charge - 1st	UAL2X	NA
NRC - Disconnect Charge - Add'l	SOMAN	NA
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	NA
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	NA
NRC - Incremental Charge - Manual Service Order - Disconnect	SOMAN	NA
NRC - Incremental Charge - Order Coordination - Time Specific (per LSR)	OCOSL	NA
<b>2-Wire ADSL Loop (Standard), per month</b>	UAL2X	\$11.89
NRC - 1st	UAL2X	\$713.50
NRC - Add'l	UAL2X	\$609.44
NRC - Incremental Charge - Order Coordination - Time Specific (per LSR)	OCOSL	\$55.00
<b>2-Wire High Bit Rate Dig Subscriber Line (HDSL) Compatible Loop, per month</b>	UHL2X	NA
NRC - 1st	UHL2X	NA
NRC - Add'l	UHL2X	NA
NRC - Disconnect Charge - 1st	UHL2X	NA
NRC - Disconnect Charge - Add'l	UHL2X	NA
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	NA
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	NA
NRC - Incremental Charge - Manual Service Order - Disconnect	SOMAN	NA
NRC - Incremental Charge - Order Coordination - Time Specific (per LSR)	OCOSL	NA
<b>2-Wire HDSL Loop (Standard), per month</b>	UHL2X	\$8.51
NRC - 1st	UHL2X	\$713.50
NRC - Add'l	UHL2X	\$609.44
NRC - Incremental Charge - Order Coordination - Time Specific (per LSR)	OCOSL	\$55.00
<b>4-Wire High Bit Rate Dig Subscriber Line (HDSL) Compatible Loop, per month</b>	UHL4X	NA
NRC - 1st	UHL4X	NA
NRC - Add'l	UHL4X	NA
NRC - Disconnect Charge - 1st	UHL4X	NA
NRC - Disconnect Charge - Add'l	UHL4X	NA
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	NA
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	NA
NRC - Incremental Charge - Manual Service Order - Disconnect	SOMAN	NA
NRC - Incremental Charge - Order Coordination - Time Specific (per LSR)	OCOSL	NA
<b>4-Wire HDSL Loop (Standard), per month</b>	UHL4X	\$10.39
NRC - 1st	UHL4X	\$748.93
NRC - Add'l	UHL4X	\$646.17
NRC - Incremental Charge - Order Coordination - Time Specific (per LSR)	OCOSL	\$55.00

BELLSOUTH/ICG RATES  
NETWORK ELEMENTS AND OTHER SERVICES

DESCRIPTION	USOC	RATES
		KY
<b>4-Wire DS1 Digital Loop, per month</b>	USLXX	\$67.96
NRC - 1st	USLXX	\$849.80
NRC - Add'l	USLXX	\$523.27
NRC - Disconnect Charge - 1st	USLXX	NA
NRC - Disconnect Charge - Add'l	USLXX	NA
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	NA
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	NA
NRC - Incremental Charge - Manual Service Order - Disconnect	SOMAN	NA
NRC - Incremental Charge - Order Coordination - Time Specific (per LSR)	OCOSL	\$55.00
<b>4-Wire 56 Kbps Dig Grade Loop, per month</b>	UDL56	NA
NRC - 1st	UDL56	NA
NRC - Add'l	UDL56	NA
NRC - Disconnect Charge - 1st	UDL56	NA
NRC - Disconnect Charge - Add'l	UDL56	NA
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	NA
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	NA
NRC - Incremental Charge - Manual Service Order - Disconnect	SOMAN	NA
NRC - Incremental Charge - Order Coordination - Time Specific (per LSR)	OCOSL	NA
<b>4-Wire 64 Kbps Dig Grade Loop, per month</b>	UDL64	NA
NRC - 1st	UDL64	NA
NRC - Add'l	UDL64	NA
NRC - Disconnect Charge - 1st	UDL64	NA
NRC - Disconnect Charge - Add'l	UDL64	NA
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	NA
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	NA
NRC - Incremental Charge - Manual Service Order - Disconnect	SOMAN	NA
NRC - Incremental Charge - Order Coordination - Time Specific (per LSR)	OCOSL	NA
<b>2-Wire Unbundled Copper Loop, per month</b>	UCLPB	\$23.00
NRC - 1st	UCLPB	\$560.00
NRC - Add'l	UCLPB	\$460.00
NRC - Disconnect Charge - 1st	UCLPB	NA
NRC - Disconnect Charge - Add'l	UCLPB	NA
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	\$47.00
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	\$21.00
NRC - Incremental Charge - Manual Service Order - Disconnect	SOMAN	\$16.00
NRC - Incremental Charge - Manual Order Coordination - per loop	UCLMC	\$16.00
<b>SUB-LOOPS</b>		
<b>Sub-Loop 2-Wire Analog</b>		
<b>Loop Distribution per 2-Wire Analog VG Loop (Including NID), per month</b>	USBN2	\$10.83
NRC - Set-Up per Cross Box location - CLEC Feeder Facility set-up	TBD	TBD
NRC - Set-Up per Cross Box location - per 25 pair panel set-up	TBD	TBD
NRC - Set-Up per Building Equipment Room - CLEC Feeder Facility set-up	TBD	TBD
NRC - Set-Up per Building Equipment Room - per 25 pair panel set-up	TBD	TBD
NRC - 1st	USBN2	\$459.85
NRC - Add'l	USBN2	\$352.89
NRC - Disconnect Charge - 1st	USBN2	NA
NRC - Disconnect Charge - Add'l	USBN2	NA
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	NA
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	NA
NRC - Incremental Charge - Manual Service Order - Disconnect	SOMAN	NA
NRC - Incremental Charge - Manual Order Coordination - per loop	USBMC	TBD
<b>Loop Distribution per 2-Wire Analog VG Loop (Excluding NID), per month</b>	TBD	\$9.95
NRC - Set-Up per Cross Box location - CLEC Feeder Facility set-up	TBD	\$9.95
NRC - Set-Up per Cross Box location - per 25 pair panel set-up	TBD	\$9.95
NRC - Set-Up per Building Equipment Room - CLEC Feeder Facility set-up	TBD	\$9.95
NRC - Set-Up per Building Equipment Room - per 25 pair panel set-up	TBD	\$9.95
NRC - 1st	TBD	\$459.85
NRC - Add'l	TBD	\$352.89
NRC - Incremental Charge - Manual Order Coordination - per loop	USBMC	TBN
<b>Loop Distribution per 4-Wire Analog VG Loop (Incl NID), per month</b>	USBN4	TBN
NRC - Set-Up per Cross Box location - CLEC Feeder Facility set-up	TBD	TBN
NRC - Set-Up per Cross Box location - per 25 pair panel set-up	TBD	TBN
NRC - Set-Up per Building Equipment Room - CLEC Feeder Facility set-up	TBD	TBN
NRC - Set-Up per Building Equipment Room - per 25 pair panel set-up	TBD	TBN
NRC - 1st	USBN4	TBN
NRC - Add'l	USBN4	TBN
NRC - Incremental Charge - Manual Order Coordination - per loop	USBMC	TBN

BELLSOUTH/ICG RATES  
NETWORK ELEMENTS AND OTHER SERVICES

DESCRIPTION	USOC	RATES
		KY
<b>Unbundled Network Terminating Wire</b>		
UNTW Pair, per pair, per month	UENPP	\$1.24
Site Visit Survey, per MDU/MTU Complex, NRC	UENVS	\$225.00
<b>Site Visit Set-Up - Terminal Preparation, per terminal</b>		
NRC - 1st terminal	UENSS	\$98.00
NRC - Add'l terminal	UENSS	\$65.00
Access Terminal Provisioning & 1st 25 pair panel, per terminal, NRC	UEN1T	\$110.00
Existing Access Terminal Provisioning, 2nd 25 pair panel, per terminal, NRC	UEN2T	\$35.00
UNTW Pair Provisioning, per pair, NRC	UENPP	\$9.00
Service Visit for Provisioning, per request, per premises, NRC	UENSV	\$55.00
Manual Service Order, NRC	MOCLA	\$45.00
<b>Sub-Loop Concentration - Channelization Sys (Outside CO)</b>		
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	TBD
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	TBD
<b>TR008 - System A (96 channel capacity - channels 1-96), per month</b>		
NRC - 1st	UCT8A	\$757.00
NRC - Add'l	UCT8A	\$633.94
<b>TR008 - System B (96 channel capacity - channels 97-192), per month</b>		
NRC - 1st	UCT8B	\$311.60
NRC - Add'l	UCT8B	\$95.60
<b>TR303 - System A (96 channel capacity - channels 1-96), per month</b>		
NRC - 1st	UCT3A	\$633.94
NRC - Add'l	UCT3A	\$799.95
<b>TR303 - System B (96 channel capacity - channels 97-192), per month</b>		
NRC - 1st	UCT3B	\$138.55
NRC - Add'l	UCT3B	\$633.94
<b>DS1 Feeder Interface, per month</b>		
NRC 1st	UCTFS	\$77.02
NRC Add'l	UCTFS	\$418.13
<b>Channel Interface - 2 Wire Voice - Loop Start, per month</b>		
NRC 1st	TBD	\$198.56
NRC Add'l	TBD	\$2.68
<b>Channel Interface - 2 Wire ISDN, per month</b>		
NRC 1st	ULCC1	\$41.92
NRC Add'l	ULCC1	\$41.69
<b>Channel Interface - 2 Wire Voice - Ground Start or Reverse Battery, per month</b>		
NRC 1st	TBD	\$41.92
NRC Add'l	TBD	\$41.69
<b>Channel Interface - 4 Wire Voice, per month</b>		
NRC 1st	ULCC4	\$9.50
NRC Add'l	ULCC4	\$41.92
<b>Test Circuit, per month</b>		
NRC 1st	UCTTC	\$41.69
NRC Add'l	UCTTC	\$46.44
<b>Channel Interface - Digital 56Kbps, per month</b>		
NRC 1st	ULCC5	\$41.92
NRC Add'l	ULCC5	\$41.69
<b>Channel Interface - Digital 64Kbps, per month</b>		
NRC 1st	ULCC6	\$14.08
NRC Add'l	ULCC6	\$41.92
<b>Loop Concentration System (Inside C.O.)</b>		
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	TBD
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	TBD
<b>TR008 - System A (96 channel capacity - channels 1-96), per month</b>		
NRC - 1st	UCT8A	\$394.00
NRC - Add'l	UCT8A	\$1,116.15
<b>TR008 - System B (96 channel capacity - channels 97-192), per month</b>		
NRC - 1st	UCT8B	NA
NRC - Add'l	UCT8B	\$72.21
<b>TR303 - System A (96 channel capacity - channels 1-96), per month</b>		
NRC - 1st	UCT3A	\$465.11
NRC - Add'l	UCT3A	NA
<b>TR303 - System B (96 channel capacity - channels 97-192), per month</b>		
NRC - 1st	UCT3B	\$445.14
NRC - Add'l	UCT3B	\$1,116.15
<b>DS1 Interface, per month</b>		
NRC 1st	UCTCO	\$121.45
NRC Add'l	UCTCO	\$465.11
<b>Channel Interface - 2 Wire Voice - Loop Start, per month</b>		
NRC 1st	TBD	\$403.20
NRC Add'l	TBD	\$132.18
<b>Channel Interface - 2 Wire Voice - Loop Start, per month</b>		
NRC 1st	TBD	\$2.79
NRC Add'l	TBD	\$35.82
NRC Add'l	TBD	\$35.62

BELLSOUTH/ICG RATES  
NETWORK ELEMENTS AND OTHER SERVICES

DESCRIPTION	USOC	RATES	
			KY
<b>Channel Interface - 2 Wire ISDN, per month</b>	ULCC1		\$11.18
NRC 1st	ULCC1		\$35.82
NRC Add'l	ULCC1		\$35.62
<b>Channel Interface - 2 Wire Voice - Ground Start or Reverse Battery, per month</b>	TBD		\$16.62
NRC 1st	TBD		\$35.82
NRC Add'l	TBD		\$35.62
<b>Channel Interface - 4 Wire Voice, per month</b>	ULCC4		\$9.91
NRC 1st	ULCC4		\$35.82
NRC Add'l	ULCC4		\$35.62
<b>Test Circuit, per month</b>	UCTTC		\$48.43
NRC 1st	UCTTC		\$35.82
NRC Add'l	UCTTC		\$35.62
<b>Channel Interface - Digital 56Kbps, per month</b>	ULCC5		TBD
NRC 1st	ULCC5		TBD
NRC Add'l	ULCC5		TBD
<b>Channel Interface - Digital 64Kbps, per month</b>	ULCC6		TBD
NRC 1st	ULCC6		TBD
NRC Add'l	ULCC6		TBD
<b>DARK FIBER</b>			
<b>Per four fiber strands, per route mile or fraction thereof, per month</b>	UBNAX		\$64.64
NRC - Per each four-fiber dry fiber arrangement - 1st	UBNAX		\$2,304.00
NRC - Per each four-fiber dry fiber arrangement - Add'l	UBNAX		\$740.93
<b>LOCAL EXCHANGE SWITCHING (PORTS)</b>			
	(++) Bus = TNPBL		
<b>2-Wire Analog Line Port (Res., Bus.), per month</b>	Res = TNPRL		\$2.61
NRC - 1st (Residence)	UEPRL		\$37.78
NRC - Add'l (Residence)	UEPRL		\$37.78
NRC - 1st (Business)	UEPBL		\$37.55
NRC - Add'l (Business)	UEPBL		\$37.55
NRC - Disconnect Charge - 1st	UEPBL		NA
NRC - Disconnect Charge - Add'l	UEPBL		NA
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN		NA
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN		NA
NRC - Incremental Charge - Manual Service Order - Disconnect - 1st	SOMAN		NA
NRC - Incremental Charge - Manual Service Order - Disconnect - Add'l	SOMAN		NA
<b>2-Wire Analog Line Port (Res., Bus.) including all available features, per month</b>	UEP++		NA
NRC - 1st (all types)	UEP++		NA
NRC - Add'l (all types)	UEP++		NA
NRC - Disconnect Charge - 1st	UEP++		NA
NRC - Disconnect Charge - Add'l	UEP++		NA
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN		NA
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN		NA
NRC - Incremental Charge - Manual Service Order - Disconnect - 1st	SOMAN		NA
NRC - Incremental Charge - Manual Service Order - Disconnect - Add'l	SOMAN		NA
<b>2-Wire Analog Line Port (Res., Bus.) including three available feature, per month</b>	UEP++		NA
NRC - 1st (all types)	UEP++		NA
NRC - Add'l (all types)	UEP++		NA
NRC - Disconnect Charge - 1st	UEP++		NA
NRC - Disconnect Charge - Add'l	UEP++		NA
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN		NA
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN		NA
NRC - Incremental Charge - Manual Service Order - Disconnect - 1st	SOMAN		NA
NRC - Incremental Charge - Manual Service Order - Disconnect - Add'l	SOMAN		NA
<b>4-Wire Analog VG Port, per month</b>	UEP4A		NA
NRC - 1st	UEP4A		NA
NRC - Add'l	UEP4A		NA
NRC - Disconnect Charge - 1st	BFR		NA
NRC - Disconnect Charge - Add'l	BFR		NA
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN		NA
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN		NA
NRC - Incremental Charge - Manual Service Order - Disconnect - 1st	SOMAN		NA
<b>2-Wire DID Port, per month</b>	UEPP2		NA
NRC - 1st	UEPP2		NA
NRC - Add'l	UEPP2		NA
NRC - Disconnect Charge - 1st	UEPP2		NA
NRC - Disconnect Charge - Add'l	UEPP2		NA
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN		NA
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN		NA
NRC - Incremental Charge - Manual Service Order - Disconnect - 1st	SOMAN		NA

BELLSOUTH/ICG RATES  
NETWORK ELEMENTS AND OTHER SERVICES

DESCRIPTION	USOC	RATES	
			KY
<b>4-Wire DS1 Port w/DID capability, per month</b>	UEPDD		NA
NRC - 1st	UEPDD		NA
NRC - Add'l	UEPDD		NA
NRC - Disconnect Charge - 1st	UEPDD		NA
NRC - Disconnect Charge - Add'l	UEPDD		NA
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN		NA
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN		NA
NRC - Incremental Charge - Manual Service Order - Disconnect - 1st	SOMAN		NA
<b>2-Wire ISDN Port(2) (3), per month</b>	U1PMA		\$12.33
NRC - 1st	U1PMA		\$90.48
NRC - Add'l	U1PMA		\$84.53
NRC - Disconnect Charge - 1st	U1PMA		NA
NRC - Disconnect Charge - Add'l	U1PMA		NA
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN		NA
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN		NA
NRC - Incremental Charge - Manual Service Order - Disconnect - 1st	SOMAN		NA
NRC - Incremental Charge - Manual Service Order - Disconnect - Add'l	SOMAN		NA
NRC - User Profile per B Channel (4)	U1UMA		\$5.61
<b>2-Wire ISDN Port(2) (3) including all available features, per month</b>	U1PMA		NA
NRC - 1st	U1PMA		NA
NRC - Add'l	U1PMA		NA
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN		NA
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN		NA
<b>2-Wire ISDN Port(2) (3) Including three available features, per month</b>	U1PMA		NA
NRC - 1st	U1PMA		NA
NRC - Add'l	U1PMA		NA
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN		NA
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN		NA
<b>4-Wire ISDN DS1 Port, per month</b>	UEPEX		NA
NRC - 1st	UEPEX		NA
NRC - Add'l	UEPEX		NA
NRC - Disconnect Charge - 1st	UEPEX		NA
NRC - Disconnect Charge - Add'l	UEPEX		NA
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN		NA
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN		NA
NRC - Incremental Charge - Manual Service Order - Disconnect - 1st	SOMAN		NA
NRC - Incremental Charge - Manual Service Order - Disconnect - Add'l	SOMAN		NA
<b>4-Wire ISDN DS1 Port including all available features, per month</b>	UEPEX		\$275.48
NRC - 1st	UEPEX		\$181.27
NRC - Add'l	UEPEX		\$116.42
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN		NA
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN		NA
<b>2-Wire Analog Line Port (PBX), per month</b>	UEPPC		NA
NRC - 1st	UEPPC		\$36.47
NRC - Add'l	UEPPC		\$36.47
NRC - Disconnect Charge - 1st	UEPPC		NA
NRC - Disconnect Charge - Add'l	UEPPC		NA
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN		NA
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN		NA
NRC - Incremental Charge - Manual Service Order - Disconnect - 1st	SOMAN		NA
NRC - Incremental Charge - Manual Service Order - Disconnect - Add'l	SOMAN		NA
<b>2-Wire Analog Line Port (PBX) including all available features, per month</b>	UEPPC		NA
NRC - 1st	UEPPC		NA
NRC - Add'l	UEPPC		NA
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN		NA
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN		NA
<b>2-Wire Analog Line Port (PBX) including three available features, per month</b>	UEPPC		NA
NRC - 1st	UEPPC		NA
NRC - Add'l	UEPPC		NA
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN		NA
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN		NA
<b>2-Wire Analog Hunting, per line per month</b>	HTGUX		\$0.29
NRC - 1st	HTGUX		\$2.14
NRC - Add'l	HTGUX		\$2.14
<b>Coin Port, per month</b>			\$3.04
NRC - 1st			\$40.71
NRC - Add'l			\$40.71
NRC - Disconnect Charge - 1st			NA
NRC - Disconnect Charge - Add'l			NA
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN		NA
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN		NA
NRC - Incremental Charge - Manual Service Order - Disconnect - 1st	SOMAN		NA
NRC - Incremental Charge - Manual Service Order - Disconnect - Add'l	SOMAN		NA

BELLSOUTH/ICG RATES  
NETWORK ELEMENTS AND OTHER SERVICES

DESCRIPTION	USOC	RATES
		KY
<b>VERTICAL FEATURES</b>		
Local Switching Features offered with Port, Per month (5)	N/A	No add'l charge
<b>Three-Way Calling, per month</b>		NA
NRC		NA
NRC - Disconnect		NA
<b>Customer Changeable Speed Calling, per month</b>		NA
NRC		NA
NRC - Disconnect		NA
<b>Call Waiting</b>		NA
NRC		NA
NRC - Disconnect		NA
<b>Remote Activation of Call Forwarding, per month</b>		NA
NRC		NA
NRC - Disconnect		NA
<b>Cancel Call Waiting, per month</b>		NA
NRC		NA
NRC - Disconnect		NA
<b>Automatic Callback, per month</b>		NA
NRC		NA
NRC - Disconnect		NA
<b>Automatic Recall, per month</b>		NA
NRC		NA
NRC - Disconnect		NA
<b>Calling Number Delivery, per month</b>		NA
NRC		NA
NRC - Disconnect		NA
<b>Calling Number Delivery Blocking, per month</b>		NA
NRC		NA
NRC - Disconnect		NA
<b>Customer Originated Trace, per month</b>		NA
NRC		NA
NRC - Disconnect		NA
<b>Selective Call Rejection, per month</b>		NA
NRC		NA
NRC - Disconnect		NA
<b>Selective Call Forwarding, per month</b>		NA
NRC		NA
NRC - Disconnect		NA
<b>Selective Call Acceptance, per month</b>		NA
NRC		NA
NRC - Disconnect		NA
<b>Multiline Hunt Service (Rotary)</b>		
Service per line, (in addition to port) , per month		NA
NRC		NA
NRC - Disconnect		NA
<b>Call Forwarding Variable, per month</b>		NA
NRC		NA
NRC - Disconnect		NA
<b>Call Forwarding Busy Line, per month</b>		NA
NRC		NA
NRC - Disconnect		NA
<b>Call Forwarding Don't Answer All Calls, per month</b>		NA
NRC		NA
NRC - Disconnect		NA
<b>Remote Call Forwarding, per month</b>		NA
NRC		NA
NRC - Disconnect		NA
<b>Call Transfer, per month</b>		NA
NRC		NA
NRC - Disconnect		NA
<b>Call Hold, per month</b>		NA
NRC		NA
NRC - Disconnect		NA
<b>Toll Restricted Service, per month</b>		NA
NRC		NA
NRC - Disconnect		NA

BELLSOUTH/ICG RATES  
NETWORK ELEMENTS AND OTHER SERVICES

DESCRIPTION	USOC	RATES	
			KY
<b>Message Waiting Indicator - Stutter Dial Tone, per month</b>			NA
NRC			NA
NRC - Disconnect			NA
<b>Anonymous Call Rejection, per month</b>			NA
NRC			NA
NRC - Disconnect			NA
<b>Shared Call Appearances of a DN, per month</b>			NA
NRC			NA
NRC - Disconnect			NA
<b>Multiple Call Appearances, per month</b>			NA
NRC			NA
NRC - Disconnect			NA
<b>ISDN Bridged Call Exclusion, per month</b>			NA
NRC			NA
NRC - Disconnect			NA
<b>Call by Call Access, per month</b>			NA
NRC			NA
NRC - Disconnect			NA
<b>Privacy Release, per month</b>			NA
NRC			NA
NRC - Disconnect			NA
<b>Multi Appearance Directory Number Calls, per month</b>			NA
NRC			NA
NRC - Disconnect			NA
<b>Make Set Busy, per month</b>			NA
NRC			NA
NRC - Disconnect			NA
<b>Teen Service (Res. Dist. Alerting Service), per month</b>			NA
NRC			NA
NRC - Disconnect			NA
<b>Code Restriction and Diversion, per month</b>			NA
NRC			NA
NRC - Disconnect			NA
<b>Call Park, per month</b>			NA
NRC			NA
NRC - Disconnect			NA
<b>Automatic Line, per month</b>			NA
NRC			NA
NRC - Disconnect			NA
<b>ISDN Message Waiting Indication-Lamp, per month</b>			NA
NRC			NA
NRC - Disconnect			NA
<b>ISDN Feature Function Buttons</b>			NA
NRC			NA
NRC - Disconnect			NA
<b>Subsequent Ordering Charge - (per order, per line)</b>			NA
NRC - Electronic - 1st			NA
NRC - Electronic - Add'l			NA
NRC - Manual - 1st			NA
NRC - Manual - Add'l			NA
NRC - Disconnect			NA
<b>End Office Switching (Port Usage)</b>			
End Office Switching Function, per mou	N/A		\$0.002562
End Office Switching Function, add'l mou (6)	N/A		NA
End Office Interoffice Trunk Port—Shared, per mou	N/A		NA
<b>Tandem Switching (Port Usage) (Local or Access Tandem)</b>			
Tandem Switching Function per mou	N/A		\$0.001096
Tandem Interoffice Trunk Port - Shared per mou	N/A		NA
<b>INTEROFFICE TRANSPORT</b>			
<b>Common (Shared) Transport</b>			
Common (Shared) Transport per mile per mou	N/A		\$0.000049
Common (Shared) Transport Facilities Termination per mou	N/A		\$0.000426
<b>Interoffice Transport - Dedicated - VG</b>			
Interoffice Transport - Dedicated - 2-Wire VG - per mile	1L5XX		\$0.03
Interoffice Transport - Dedicated - 2-Wire VG - facilities termination per month	1L5XX		\$27.66
NRC - 1st	1L5XX		\$142.31
NRC - Add'l	1L5XX		\$56.21
NRC - Incremental Charge - Manual Service Order - 1st	SOMAC		\$37.21
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAC		\$37.21



BELLSOUTH/ICG RATES  
NETWORK ELEMENTS AND OTHER SERVICES

DESCRIPTION	USOC	RATES
		KY
<b>Interoffice Transport - Dedicated - DS0 - 56/64 Kbps</b>		
Interoffice Transport - Dedicated - DS0 - per mile per month	1L5XX	\$0.03
Interoffice Transport - Dedicated - DS0 - facilities termination per month	1L5XX	\$26.95
NRC - 1st	1L5XX	\$142.31
NRC - Add'l	1L5XX	\$56.21
NRC - Incremental Charge - Manual Service Order - 1st	SOMAC	\$37.21
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAC	\$37.21
<b>Interoffice Transport - Dedicated - DS1</b>		
Interoffice Transport - Dedicated - DS1 - per mile per month	1L5XX	\$0.45
Interoffice Transport - Dedicated - DS1 - facilities termination per month	U1TF1	\$55.05
NRC - 1st	U1TF1	\$298.18
NRC - Add'l	U1TF1	\$231.23
NRC - Incremental Charge - Manual Service Order - 1st	SOMAC	NA
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAC	NA
<b>Interoffice Transport - Dedicated - DS3</b>		
Interoffice Transport - Dedicated - DS3 - per mile per month	1L5XX	\$12.06
Interoffice Transport - Dedicated - DS3 - facilities termination per month	U1TF3	\$1,112.02
NRC - 1st	U1TF3	\$858.75
NRC - Add'l	U1TF3	\$524.95
NRC - Incremental Charge - Manual Service Order - 1st	SOMAC	\$94.57
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAC	\$94.57
<b>Local Channel - Dedicated</b>		
<b>Local Channel - Dedicated - 2-Wire VG</b>		
Monthly Recurring	N/A	\$22.26
NRC - 1st	N/A	\$597.14
NRC - Add'l	N/A	\$110.52
NRC - Incremental Charge - Manual Service Order - 1st	SOMAC	\$41.46
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAC	NA
<b>Local Channel - Dedicated - 4-Wire VG</b>		
Monthly Recurring	N/A	\$23.38
NRC - 1st	N/A	\$585.15
NRC - Add'l	N/A	\$98.53
NRC - Incremental Charge - Manual Service Order - 1st	SOMAC	\$98.53
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAC	\$11.99
<b>Local Channel - Dedicated - DS1</b>		
Monthly Recurring	TMECS	\$43.80
NRC - 1st	TMECS	\$538.95
NRC - Add'l	TMECS	\$464.94
NRC - Incremental Charge - Manual Service Order - 1st	SOMAC	\$87.71
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAC	NA
<b>Local Channel - Dedicated - DS3</b>		
Monthly Recurring	TMECS	NA
NRC - 1st	TMECS	NA
NRC - Add'l	TMECS	NA
NRC - Incremental Charge - Manual Service Order - 1st	SOMAC	NA
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAC	NA

BELLSOUTH/ICG RATES  
NETWORK ELEMENTS AND OTHER SERVICES

DESCRIPTION	USOC	RATES
		KY
<b>DARK FIBER</b>		
Per four fiber strands, per route mile or fraction thereof, per month	UBNAX	\$64.64
NRC - Per each four-fiber dry fiber arrangement - 1st	UBNAX	\$2,304.00
NRC - Per each four-fiber dry fiber arrangement - Add'l	UBNAX	\$740.93
<b>SWA 8XX Toll Free Dialing Ten Digit Screening Service (7)</b>		
8XX Access Ten Digit Screening (all types), per call (8)	N/A	NA
<b>8XX Access Ten Digit Screening Svc. W/8XX No. Delivery</b>		
per query	N/A	\$0.0010
for 8XX Numbers, with Optional Complex Features, per query	N/A	\$0.0011
<b>8XX Access Ten Digit Screening Svc. W/POTS No. Delivery</b>		
per query	N/A	\$0.0010
with Optional Complex Features, per query	N/A	\$0.0011
<b>8XX Access Ten Digit Screening Svc. W/800 No. Delivery</b>		
per message	N/A	NA
for 8XX Numbers, w/Optional Complex Features, per message	N/A	NA
<b>8XX Access Ten Digit Screening Svc. W/POTS No. Delivery</b>		
per message	N/A	NA
with Optional Complex Features, per message	N/A	NA
<b>Reservation Charge per 8XX number reserved</b>		
NRC - 1st	N8R1X	\$10.05
NRC - Add'l	N8R1X	\$1.19
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	NA
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	NA
<b>Per 8XX # Established w/o POTS (w/8XX No.) Translations</b>		
NRC - 1st	N/A	\$30.59
NRC - Add'l	N/A	\$3.22
NRC - Disconnect Charge - 1st	N/A	NA
NRC - Disconnect Charge - Add'l	N/A	NA
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	NA
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	NA
NRC - Incremental Charge - Manual Service Order - Disconnect	SOMAN	NA
<b>Per 8XX # Established with POTS Translations</b>		
NRC - 1st	N8FTX	\$30.59
NRC - Add'l	N8FTX	\$3.22
NRC - Disconnect Charge - 1st	N8FTX	NA
NRC - Disconnect Charge - Add'l	N8FTX	NA
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	NA
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	NA
NRC - Incremental Charge - Manual Service Order - Disconnect	SOMAN	NA
<b>Customized Area of Service per 8XX Number</b>		
NRC - 1st	N8FCX	\$6.97
NRC - Add'l	N8FCX	\$3.49
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	NA
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	NA
<b>Multiple Inter LATA Carrier Routing per Carrier Requested per 8XX #</b>		
NRC - 1st	N8FMX	\$8.16
NRC - Add'l	N8FMX	\$4.67
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	NA
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	NA
<b>Change Charge per request</b>		
NRC - 1st	N8FAX	\$11.24
NRC - Add'l	N8FAX	\$1.19
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	NA
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	NA
<b>Call Handling and Destination Features</b>		
NRC - 1st	N8FDX	\$6.97
NRC - Add'l	N8FDX	\$6.97
<b>LINE INFORMATION DATABASE ACCESS (LIDB)</b>		
LIDB Common Transport per query	OQT	\$0.00006
LIDB Validation per query	OQU	\$0.00938
LIDB Originating Point Code Establishment or Change - NRC	N/A	\$107.60
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	NA
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	NA
<b>CCS7 SIGNALING TRANSPORT SERVICE</b>		
CCS7 Signaling Connection, per link (A link) per month		\$16.31
NRC		\$354.95
NRC - Disconnect		NA
NRC - Incremental Charge - Manual Service Order	SOMAN	NA
NRC - Incremental Charge - Manual Service Order - Disconnect	SOMAN	NA

BELLSOUTH/ICG RATES  
NETWORK ELEMENTS AND OTHER SERVICES

DESCRIPTION	USOC	RATES
		KY
CCS7 Signaling Connection, per link (B link) (also known as D link) per month		\$16.31
NRC		\$354.95
NRC - Disconnect		NA
NRC - Incremental Charge - Manual Service Order	SOMAN	NA
NRC - Incremental Charge - Manual Service Order - Disconnect	SOMAN	NA
CCS7 Signaling Termination, per STP port per month		\$174.08
CCS7 Signaling Usage, per ISUP message		\$0.000037893
(applicable when measurement and billing capability exists.)		
CCS7 Signaling Usage, per TCAP message		\$0.000102042
(applicable when measurement and billing capability exists.)		
CCS7 Signaling Usage Surrogate, per link per LATA per mo (9)		\$329.98
CCS7 Signaling Point Code, Establishment or Change, per STP affected		
NRC		\$62.00
<b>OPERATOR CALL PROCESSING</b>		
Operator Provided Call Handling per min - Using BST LIDB	N/A	\$1.6016
Call Completion Access Termination Charge per call attempt	N/A	NA
Operator Provided Call Handling per min - Using Foreign LIDB	N/A	\$1.6249
Call Completion Access Termination Charge per call attempt	N/A	NA
Operator Provided Call Handling, per call	N/A	NA
Fully Automated Call Handling per call - Using BST LIDB	N/A	\$0.0856
Fully Automated Call Handling per call - Using Foreign LIDB	N/A	\$0.1071
Professional recording of name (OCP alone)	USOD1	\$4,500.00
Professional recording of name (DA and OCP alone)	USOD1	\$4,500.00
DRAM or front-end loading, per TOPS switch	USOD2	\$250.00
AABS or back-end loading, per IVS	USOD2	\$225.00
EBAS or 0- automation loading, per NAV shelf	USOD2	\$270.00
Recording Charge per Branded Announcement - Disconnect - Initial	N/A	NA
Recording Charge per Branded Announcement - Disconnect - Subsequent	N/A	NA
<b>INWARD OPERATOR SERVICES</b>		
Verification, per minute	N/A	NA
Verification and Emergency Interrupt, per minute	N/A	NA
Verification, per call	VIL	\$1.00
Verification and Emergency Interrupt, per call	N/A	\$1.111
<b>DIRECTORY ASSISTANCE SERVICES</b>		
Directory Assist Call Completion Access Svc (DACC), per call attempt	N/A	\$0.058
Call Completion Access Term charge per completed call	N/A	NA
Number Services Intercept per query	N/A	\$0.0086
Number Services Intercept per Intercept Query Update	N/A	\$0.0055
Directory Assistance Access Service Calls, per call		\$0.3136
Professional recording of name (DA alone)		\$2,500.00
Professional recording of name (DA and OCP alone)		\$4,500.00
DRAM or front-end loading, per TOPS switch		\$250.00
AABS or back-end loading, per IVS		\$225.00
EBAS or 0- automation loading, per NAV shelf		\$270.00
Recording Charge per Branded Announcement - Disconnect - Initial	N/A	NA
Recording Charge per Branded Announcement - Disconnect - Subsequent	N/A	NA
<b>Directory Transport</b>		
Directory Transport - Local Channel DS1, per month	N/A	\$36.32
NRC - 1st	N/A	\$637.46
NRC - Add'l	N/A	\$546.94
NRC - Disconnect Charge - 1st	N/A	NA
NRC - Disconnect Charge - Add'l	N/A	NA
NRC - Incremental Charge-Manual Svc Order - NRC	SOMAN	NA
NRC - Incremental Charge-Manual Svc Order - NRC-Disconnect	SOMAN	NA
Directory Transport - Dedicated DS1 Level Interoffice per mile per mo	N/A	\$0.45
Directory Transport - Dedicated DS1 Level Interoffice per facility termination per mo	N/A	\$55.05
NRC - 1st	N/A	\$298.18
NRC - Add'l	N/A	\$231.18
NRC - Disconnect Charge - 1st	N/A	NA
NRC - Disconnect Charge - Add'l	N/A	NA
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	NA
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	NA
NRC - Incremental Charge - Manual Service Order - Disconnect - 1st	SOMAN	NA
NRC - Incremental Charge - Manual Service Order - Disconnect - Add'l	SOMAN	NA
Switched Common Transport per DA Access Service per call	N/A	\$0.000175
Switched Common Transport per DA Access Service per call per mile	N/A	\$0.000004
Access Tandem Switching per DA Access Service per call	N/A	\$0.000783
DA Interconnection, per DA Access Service Call	N/A	NA

BELLSOUTH/ICG RATES  
NETWORK ELEMENTS AND OTHER SERVICES

DESCRIPTION	USOC	RATES
		KY
Directory Transport-Installation NRC, per trunk or signaling connection	N/A	
NRC - 1st	N/A	\$501.98
NRC - Add'l	N/A	\$13.32
NRC - Disconnect Charge - 1st	N/A	NA
NRC - Disconnect Charge - Add'l	N/A	NA
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	NA
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	NA
Directory Assistance Database Service (DADS)		
Directory Assistance Database Service charge per listing	N/A	\$0.0193
Directory Assistance Database Service, per month	DBSOF	\$120.76
Direct Access to Directory Assistance Service (DADAS)		
Direct Access to Directory Assistance Service, per month	DBSDS	\$7,235.01
Direct Access to Directory Assistance Service, per query	DBSDA	\$0.0052
Direct Access to Directory Assistance Service, svc estab charge	DBSDE	
NRC	DBSDE	\$1,186.94
NRC - Disconnect	DBSDE	NA
NRC - Incremental Charge Manual Service Order - 1st	SOMAN	NA
AIN (10)		
AIN, per message	CAM	NA
AIN - BellSouth AIN SMS Access Service	CAM	
Service Establishment Charge, per state, initial set-up		
NRC	CAMSE	NA
NRC - Disconnect	CAMSE	NA
Port Connection - Dial/Shared Access		
NRC	CAMDP	NA
NRC - Disconnect	CAMDP	NA
Port Connection - ISDN Access		
NRC	CAM1P	NA
NRC - Disconnect	CAM1P	NA
User ID Codes - per User ID Code		
NRC	CAMAU	NA
NRC - Disconnect	CAMAU	NA
Security Card per User ID Code, initial or replacement		
NRC	CAMRC	NA
NRC - Disconnect	CAMRC	NA
Storage, per unit (100Kb)	N/A	NA
Session per minute	N/A	NA
C0. Performed Session, per minute	N/A	NA
AIN - BellSouth AIN Toolkit Service		
AIN, Service Creation Tools	CAMBP	NA
Service Establishment Charge, per state, initial set-up		
NRC	BAPSC	NA
NRC - Disconnect	BAPSC	NA
Training Session, per customer		
NRC	BAPVX	NA
NRC - Disconnect	BAPVX	NA
Trigger Access Charge, per trigger, per DN, Term. Attempt		
NRC	BAPTT	NA
NRC - Disconnect	BAPTT	NA
Trigger Access Charge, per trigger per DN, Off-Hook Delay		
NRC	BAPTD	NA
NRC - Disconnect	BAPTD	NA
Trigger Access Charge, per trigger, per DN, Off-Hook Immediate		
NRC	BAPTM	NA
NRC - Disconnect	BAPTM	NA
Trigger Access Charge, per trigger, per DN, 10-Digit PODP		
NRC	BAPTO	NA
NRC - Disconnect	BAPTO	NA
Trigger Access Charge, per trigger, per DN, CDP		
NRC	BAPTC	NA
NRC - Disconnect	BAPTC	NA
Trigger Access Charge, per trigger, per DN, Feature Code		
NRC	BAPTF	NA
NRC - Disconnect	BAPTF	NA
Query Charge, per query	N/A	NA
Type 1 Node Charge, per AIN Toolkit Subscription, per node, per query	N/A	NA
SCP Storage Charge, per SMS Access Acct, per 100 Kb	N/A	NA
Monthly Report - per AIN Toolkit Service Subscription	BAPMS	NA
NRC	BAPMS	NA
NRC - Disconnect	BAPMS	NA

BELLSOUTH/ICG RATES  
NETWORK ELEMENTS AND OTHER SERVICES

DESCRIPTION	USOC	RATES	
			KY
<b>Special Study - per AIN Toolkit Service Subscription</b>	BAPLS		NA
NRC	BAPLS		NA
NRC - Disconnect	BAPLS		NA
<b>Call Event Report - per AIN Toolkit Service Subscription</b>	BAPDS		NA
NRC	BAPDS		NA
NRC - Disconnect	BAPDS		NA
<b>Call Event special Study - per AIN Toolkit Service Subscription</b>	BAPES		NA
NRC	BAPES		NA
NRC - Disconnect	BAPES		NA
<b>CALLING NAME (CNAM) QUERY SERVICE</b>			
<b>CNAM (Database Owner), Per Query</b>	N/A		\$0.016
<b>CNAM (Non-Database Owner), Per Query *</b>	N/A		\$0.01
NRC, applicable when ICG uses the Character Based User Interface (CHUI) method to transmit the names to the BellSouth CNAM database	N/A		\$595.00
* Volume and term arrangements are also available.			
<b>SELECTIVE ROUTING (11)</b>			
<b>Per Line or PBX Trunk, each</b>			\$10.00 (Interim Rate)
NRC			NA
<b>Customized routing per unique line class code, per request, per switch</b>			
NRC	USRCR		\$229.65
NRC - Incremental Charge - Manual Service Order			NA
<b>VIRTUAL COLLOCATION</b>			
<b>2-wire Cross-Connect</b>			
RC	UEAC2		\$0.31
NRC - 1st	UEAC2		\$54.21
NRC - Add'l	UEAC2		\$51.07
NRC - Disconnect - 1st	UEAC2		NA
NRC - Disconnect - Add'l	UEAC2		NA
<b>4-wire Cross-Connect</b>			
RC	UEAC4		\$0.62
NRC - 1st	UEAC4		\$54.23
NRC - Add'l	UEAC4		\$50.96
NRC - Disconnect - 1st	UEAC4		NA
NRC - Disconnect - Add'l	UEAC4		NA
<b>2-fiber Cross-Connect</b>			
RC	CNC2F		\$15.64
NRC - 1st	CNC2F		\$41.56
NRC - Add'l	CNC2F		\$29.82
NRC - Disconnect - 1st	CNC2F		NA
NRC - Disconnect - Add'l	CNC2F		NA
<b>4-fiber Cross-Connect</b>			
RC	CNC4F		\$28.11
NRC - 1st	CNC4F		\$50.53
NRC - Add'l	CNC4F		\$38.78
NRC - Disconnect - 1st	CNC4F		NA
NRC - Disconnect - Add'l	CNC4F		NA

BELLSOUTH/ICG RATES  
 NETWORK ELEMENTS AND OTHER SERVICES

DESCRIPTION	USOC	RATES	
			KY
<b>NOTES:</b> If no rate is identified in the contract, the rate for the specific service or function will be as set forth in applicable BellSouth tariff or as negotiated by the parties upon request by either party.			
1		In states where a specific NRC for customer transfer, feature additions and changes is not stated, the applicable NRC from the appropriate tariff applies.	
2		Transmission/usage charges associated with POTS circuit switched usage will also apply to circuit switched voice and/or circuit switched data transmission by B-Channels associated with 2-wire ISDN ports.	
3		Access to B Channel or D Channel Packet capabilities will be available only through BFR/NBR Process. Rates for the packet capabilities will be determined via the BFR/NBR Process.	
4		This rate element is for those states which have a specific rate for User Profile per B Channel.	
5		This rate element is for use in those states with a different rate for additional minutes of use.	
6		This rate element is for those states w/o separate rates for 800 calls with 800 No. Delivery vs. POTS No. Delivery and calls with Optional Complex Features vs. w/o Optional Complex Features.	
7		This charge is only applicable where signaling usage measurement or billing capability does not exist.	

**Attachment 3**  
**Network Interconnection**

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**Network Interconnection: Call Transport and Termination**

The Parties shall provide interconnection with each other's networks for the transmission and routing of telephone exchange service (local) and exchange access (intraLATA toll and switched access) on the following terms:

**1. Network Interconnection**

All negotiated rates, terms and conditions set forth in this Attachment pertain to the provision of network interconnection.

- 1.1 Interconnection is available to both Parties through: (1) delivery of a Party's facilities to a collocation arrangement or Fiber Meet arrangement as defined in this Agreement; or (2) interconnection via purchase of facilities from the other Party. Interconnection may be provided by the Parties at any other technically feasible point. Requests to BellSouth for interconnection at other points may be made through the Bona Fide Request/New Business Request process set out in General Terms and Conditions.
- 1.2 ICG must establish, at a minimum, a single Point of Presence, Interface, and Interconnection with BellSouth within the LATA for the delivery of ICG's originated local, intraLATA toll and transit traffic. If ICG chooses to interconnect at a single Point of Interconnection within a LATA, the interconnection must be at a BellSouth Access Tandem. Furthermore, ICG must establish Points of Interconnection at all BellSouth access and local tandems where ICG NXXs are "homed." A "Homing" arrangement is defined by a "Final" Trunk Group between the BellSouth Tandem and ICG End Office switch. A "Final" Trunk Group is the last choice telecommunications path between the Tandem and End Office switch. It is ICG's responsibility to enter its own NPA/NXX access and/or local tandem "homing" arrangements into the national Local Exchange Routing Guide (LERG).
- 1.2.1 In order for ICG to home its NPA/NXX(s) on a BellSouth Tandem, ICG's NPA/NXX(s) must be assigned to an Exchange Rate Center Area served by that BellSouth Tandem and as specified by BellSouth. The specified association between BellSouth Tandems and Exchange Rate Center Areas is defined in the *BellSouth Call Transport & Termination Service For Facility Based CLECs section of the Facility Based CLEC Activation Requirements Customer Guide* as it is revised from time to time.
- 1.3 A **Point of Presence (POP)** is the physical location (a structure where the environmental, power, air conditioning, etc. specifications for a Party's terminating equipment can be met) at which a Party establishes itself for obtaining

access to the other Party's network. The POP is the physical location within which the Point of Interfaces occur.

1.4 A **Point of Interface** is the physical telecommunications interface between BellSouth and ICG's interconnection functions. It establishes the technical interface and point of operational responsibility. The primary function of the Point of Interface is to serve as the terminus for the interconnection service. The Point of Interface has the following main characteristics:

1. It is a cross-connect point to allow connection, disconnection, transfer or restoration of service.
2. It is a point where BellSouth and ICG can verify and maintain specific performance objectives.
3. It is specified according to the interface offered in the tariff or local interconnection agreement (for example: for DS1 service the FCC # 1 tariff specifies that the interface meets the technical specifications detailed in Generic Requirements GR-342-CORE, Issue 1, December 1995.)
4. The Parties provide their own equipment (CPE) to interface with the DS0, DS1, DS3, STS1 and/or OCn circuits on the customer premises.

1.5 The **Point of Interconnection** is the point at which the originating Party delivers its originated traffic to the terminating Party's first point of switching on the terminating Party's common (shared) network for call transport and termination. Points of Interconnection are available at either Access Tandems, Local Tandems, or End Offices as described in this Agreement. ICG's requested Point of Interconnection will also be used for the receipt and delivery of transit traffic at BellSouth Access and Local Tandems. Points of Interconnection established at the BellSouth Local Tandem apply only to ICG-originated local and local originating and terminating transit traffic.

1.6 ICG, at its option, shall establish Points of Presence and Points of Interface for the delivery of its originated local and intraLATA toll traffic to BellSouth. The Point of Interface may not necessarily be established at the Point of Interconnection.

1.7 BellSouth, at its option, shall designate the Points of Presence and Points of Interface for the delivery of its originated local and intraLATA toll traffic to ICG for call transport and termination by ICG. The Point of Interface may not necessarily be established at the Point of Interconnection. BellSouth may designate a Point of Interface in each BellSouth flat rated local calling area.

1.8 Interconnection via Purchase of Facilities

1.8.1 The originating Party may purchase Local Channel facilities from the terminating Party from the originating Party's specified Point of Interface to its serving wire center. The Parties agree that charges for such Local Channel facilities are as set forth in Exhibit A to this Attachment. If a nonrecurring or recurring rate is not

identified in Exhibit A for a Local Channel, the rate shall be as set forth in the appropriate BellSouth intrastate or interstate tariff for switched access services.

- 1.8.2 Additionally, either Party may purchase Dedicated Transport facilities from its designated serving wire center to the other Party's first point of switching. The Parties agree that charges for such Dedicated Transport facilities are as set forth in Exhibit A to this Attachment. If a nonrecurring or recurring rate is not identified in Exhibit A for Dedicated Transport, the rate shall be as set forth in the appropriate BellSouth intrastate or interstate tariff for switched access services.
- 1.8.3 For the purposes of this Attachment, Local Channel is defined as a switch transport facility between a Party's Point of Presence and its designated serving wire center.
- 1.8.4 For the purposes of this Attachment, Serving Wire Center is defined as the wire center owned by one Party from which the other Party would normally obtain dial tone for its Point of Presence.
- 1.8.5 For the purposes of this Attachment, Dedicated Transport is defined as a switch transport facility between a Party's designated serving wire center and the first point of switching on the other Party's common (shared) network.
- 1.9 BellSouth **Multiple Tandem Access (MTA)** provides for LATA wide BellSouth transport and termination of ICG-originated intraLATA toll and local traffic, that is transported by BellSouth, by establishing a Point of Interconnection at a BellSouth access tandem with routing through multiple BellSouth access tandems as required. However, ICG must still establish Points of Interconnection at all BellSouth access tandems where ICG NXXs are "homed". If ICG does not have NXXs homed at a BellSouth access tandem within a LATA and elects not to establish Points of Interconnection at such BellSouth access tandem, ICG can order MTA in each BellSouth access tandem within the LATA where it does have a Point of Interconnection and BellSouth will terminate traffic to end-users served through those BellSouth access tandems where ICG does not have a Point of Interconnection. MTA shall be provisioned in accordance with BellSouth's Ordering Guidelines.
- 1.9.1 MTA does not include switched access traffic that transits the BellSouth network to an Interexchange Carrier (IXC). Switched Access traffic will be delivered to and by IXCs based on ICG's NXX Access Tandem homing arrangement as specified by ICG in the national Local Exchange Routing Guide (LERG).
- 1.9.2 For ICG-originated local and intraLATA toll traffic that BellSouth transports but is destined for termination by a third Party network (transit traffic), BellSouth MTA is required if multiple BellSouth access tandems are necessary to deliver the call to the third Party network.

- 1.9.3 The Parties agree that compensation for the BellSouth transport and/or termination of ICG's local and intraLATA toll traffic will be billed on a statewide basis at the applicable rates specified in Exhibit A to this Attachment for local traffic and at the BellSouth intrastate switched access tariff rates for intraLATA toll traffic.
- 1.9.4 To the extent ICG does not purchase MTA in a calling area that has multiple access tandems serving the calling area as defined by BellSouth, ICG must establish Points of Interconnection to every access tandem in the calling area in order to serve the entire calling area. To the extent ICG does not purchase MTA and provides intraLATA toll service to its customers, it may be necessary for it to establish a Point of Interconnection to additional BellSouth access tandems that serve end offices outside the local calling area. To the extent ICG routes its traffic in such a way that utilizes BellSouth's MTA service without properly ordering MTA service, ICG agrees to pay BellSouth the associated transport and termination charges.
- 1.10 Local Tandem Interconnection.
- 1.10.1 This interconnection arrangement allows ICG to establish a Point of Interconnection at BellSouth local tandems for: (1) the delivery of ICG-originated local traffic transported and terminated by BellSouth to BellSouth end offices within the local calling area as defined in BellSouth's GSST, section A3 served by those BellSouth local tandems, and (2) for local transit traffic transported by BellSouth for third party network providers who have also established Points of Interconnection at those BellSouth local tandems.
- 1.10.2 When a specified local calling area is served by more than one BellSouth local tandem, ICG must designate a "home" local tandem for each of its assigned NPA/NXXs and establish trunk connections to such local tandems. Additionally, ICG may choose to establish a Point of Interconnection at the BellSouth local tandems where it has no codes homing but is not required to do so. ICG may deliver local traffic to a "home" BellSouth local tandem that is destined for other BellSouth or third party network provider end offices subtending other BellSouth local tandems in the same local calling area where ICG does not choose to establish a Point of Interconnection. It is ICG's responsibility to enter its own NPA/NXX local tandem homing arrangements into the Local Exchange Routing Guide (LERG) either directly or via a vendor in order for other third party network providers to determine appropriate traffic routing to ICG's codes. Likewise, ICG shall obtain its routing information from the LERG.
- 1.10.3 Notwithstanding establishing Points of Interconnection to BellSouth's local tandems, ICG must also establish Points of Interconnection to BellSouth access tandems within the LATA on which ICG has NPA/NXX's homed for the delivery of Interexchange Carrier Switched Access (SWA) and toll traffic, and traffic to Type 2A CMRS connections located at the access tandems. BellSouth cannot

switch SWA traffic through more than one BellSouth access tandem. SWA, Type 2A CMRS or toll traffic routed to the local tandem in error will not be backhauled to the BellSouth access tandem for completion. (Type 2A CMRS interconnection is defined in BellSouth's A35 General Subscriber Services Tariff.)

1.10.4 BellSouth's provisioning of local tandem interconnection assumes that ICG has executed the necessary local interconnection agreements with the other third party network providers subtending those local tandems as required by the Act.

1.11 Fiber Meet

1.11.1 "Fiber-Meet" is an interconnection arrangement whereby the Parties physically interconnect their networks via an optical fiber interface (as opposed to an electrical interface) at which one Party's facilities, provisioning, and maintenance responsibility begins and the other Party's responsibility ends (i.e. Point Of Interface).

1.11.2 If ICG elects to interconnect with BellSouth pursuant to a Fiber Meet, ICG and BellSouth shall jointly engineer and operate a Synchronous Optical Network ("SONET") transmission system by which they shall interconnect their transmission and routing of local traffic via a Local Channel facility at either the DS0, DS1, or DS3 level. The Parties shall work jointly to determine the specific transmission system. However, ICG's SONET transmission must be compatible with BellSouth's equipment in the BellSouth Interconnection Wire Center. The same vendor's equipment and software version must be used, and the Data Communications Channel (DCC) must be turned off.

1.11.3 BellSouth shall, wholly at its own expense, procure, install and maintain the agreed upon SONET equipment in the BellSouth Interconnection Wire Center ("BIWC").

1.11.4 ICG shall, wholly at its own expense, procure, install and maintain the agreed upon SONET equipment in the ICG Interconnection Wire Center ("ICG Wire Center").

1.11.5 BellSouth shall designate a Point of Interface outside the BIWC as a Fiber Meet point, and shall make all necessary preparations to receive, and to allow and enable ICG to deliver, fiber optic facilities into the Point of Interface with sufficient spare length to reach the fusion splice point at the Point of Interface. BellSouth shall, wholly at its own expense, procure, install, and maintain the fusion splicing point in the Point of Interface. A Common Language Location Identification ("CLLI") code will be established for each Point of Interface. The code established must be a building type code. All orders shall originate from the Point of Interface (i.e., Point of Interface to ICG, Point of Interface to BellSouth).

- 1.11.6 ICG shall deliver and maintain such strands wholly at its own expense. Upon verbal request by ICG, BellSouth shall allow ICG access to the Fiber Meet entry point for maintenance purposes as promptly as possible.
- 1.11.7 The Parties shall jointly coordinate and undertake maintenance of the SONET transmission system. Each Party shall be responsible for maintaining the components of their own SONET transmission system.
- 1.11.8 Each Party will be responsible for (i) providing its own transport facilities to the Fiber Meet, and (ii) the cost to build-out its facilities to such Fiber Meet.
- 1.11.9 Neither Party shall charge the other for its portion of the Fiber Meet facility used exclusively for non-transit local traffic (i.e. the Local Channel). Charges incurred for other services including dedicated transport facilities to the Point of Interconnection if applicable will apply. Charges for Switched and Special Access Services shall be billed in accordance with the applicable Access Service tariff (i.e. the BellSouth Interstate or Intrastate Access Services Tariff).

**2. Interconnection Trunking And Routing**

- 2.1 BellSouth and ICG shall establish interconnecting trunk groups and trunking configurations between networks including the establishment of one-way or two-way trunks in accordance with the *BellSouth Call Transport & Termination Service For Facility Based CLECs section of the Facility Based CLEC Activation Requirements Customer Guide* as it is revised from time to time.
- 2.2 Any ICG interconnection request that deviates from the standard trunking configurations as described in the *BellSouth Call Transport & Termination Service For Facility Based CLECs section of the Facility Based CLEC Activation Requirements Customer Guide* that affects traffic delivered to ICG from a BellSouth switch that requires special BellSouth switch translations and other network modifications will require ICG to submit a Bona Fide Request/New Business Request via the BFR/NBR Process set forth in General Terms and Conditions.
- 2.3 All terms and conditions, as well as charges, both non-recurring and recurring, associated with interconnecting trunk groups between BellSouth and ICG not addressed in Exhibit A shall be as set forth in the appropriate BellSouth intrastate or interstate tariff for switched access services. For two-way trunking that carries the Parties' local and intraLATA toll traffic, excluding transit traffic, the Parties shall be compensated for the nonrecurring and recurring charges for trunks and DS1 facilities at 50% of the applicable contractual or tariff rates for the services provided by each Party. ICG shall be responsible for ordering and paying for any two-way trunks carrying transit traffic.

2.4 The Parties shall utilize direct end office trunking under the following conditions:

(1) Tandem Exhaust - If a tandem through which the Parties are interconnected is unable to, or is forecasted to be unable to support additional traffic loads for any period of time, the Parties will mutually agree on an end office trunking plan that will alleviate the tandem capacity shortage and ensure completion of traffic between ICG and BellSouth's subscribers.

(2) Traffic Volume -To the extent either Party has the capability to measure the amount of traffic between a ICG switching center and a BellSouth end office, either Party shall install and retain direct end office trunking sufficient to handle actual or reasonably forecasted traffic volumes, whichever is greater, between a ICG switching center and a BellSouth end office where the traffic exceeds or is forecasted to exceed a single DS1 of local traffic per month. Either Party will install additional capacity between such points when overflow traffic between ICG's switching center and BellSouth's end office exceeds or is forecasted to exceed a single DS1 of local traffic per month. In the case of one way trunking, additional trunking shall only be required by the Party whose trunking has achieved the preceding usage threshold.

2.4.1 Mutual Agreement - The Parties may install direct end office trunking upon mutual agreement in the absence of the conditions (1) or (2) above and agreement will not unreasonably be withheld.

2.5 Switched Access traffic will be delivered to and by IXCs based on ICG's NXX Access Tandem homing arrangement as specified by ICG in the national Local Exchange Routing Guide (LERG).

2.6 All trunk groups will be provisioned as Signaling System 7 (SS7) capable where technically feasible.

### **3. Network Design And Management For Interconnection**

3.1 Network Management and Changes. Both Parties will work cooperatively with each other to install and maintain the most effective and reliable interconnected telecommunications networks, including but not limited to, the exchange of toll-free maintenance contact numbers and escalation procedures. Both Parties agree to provide public notice of changes in the information necessary for the transmission and routing of services using its local exchange facilities or networks, as well as of any other changes that would affect the interoperability of those facilities and networks.

- 3.2 Interconnection Technical Standards. The interconnection of all networks will be based upon accepted industry/national guidelines for transmission standards and traffic blocking criteria. Interconnecting facilities shall conform, at a minimum, to the telecommunications industry standard of DS-1 pursuant to Bellcore Standard No. TR-NWT-00499. Signal transfer point, Signaling System 7 ("SS7") connectivity is required at each interconnection point. BellSouth will provide out-of-band signaling using Common Channel Signaling Access Capability where technically and economically feasible, in accordance with the technical specifications set forth in the BellSouth Guidelines to Technical Publication, TR-TSV-000905. Facilities of each Party shall provide the necessary on-hook, off-hook answer and disconnect supervision and shall hand off calling number ID (Calling Party Number) when technically feasible.
- 3.3 Quality of Interconnection. The local interconnection for the transmission and routing of telephone exchange service and exchange access that each Party provides to each other will be at least equal in quality to what it provides to itself and any subsidiary or affiliate, where technically feasible, or to any other Party to which each Party provides local interconnection.
- 3.4 Network Management Controls. Both Parties will work cooperatively with each other to apply sound network management principles by invoking appropriate network management controls (e.g., call gapping) to alleviate or prevent network congestion.
- 3.5 Common Channel Signaling. Both Parties will provide LEC-to-LEC Common Channel Signaling ("CCS") to each other, where available, in conjunction with all traffic in order to enable full interoperability of CLASS features and functions except for call return. All CCS signaling parameters will be provided, including automatic number identification ("ANI"), originating line information ("OLI") calling company category, charge number, etc. All privacy indicators will be honored, and each Party will cooperate with each other on the exchange of Transactional Capabilities Application Part ("TCAP") messages to facilitate full interoperability of CCS-based features between the respective networks.
- 3.6 Forecasting Requirements. The Parties shall exchange technical descriptions and forecasts of their interconnection and traffic requirements in sufficient detail necessary to establish the interconnections required to assure traffic completion to and from all customers in their respective designated service areas. In order for BellSouth to provide as accurate reciprocal trunking forecasts as possible to ICG, ICG must timely inform BellSouth of any known or anticipated events that may affect BellSouth reciprocal trunking requirements. If ICG refuses to provide such information, BellSouth shall provide reciprocal trunking forecasts based only on existing trunk group growth and BellSouth's annual estimated percentage of BellSouth subscriber line growth.



- 3.6.1 The Parties shall exchange technical descriptions and forecasts of their interconnection and traffic requirements in sufficient detail necessary to establish the interconnections required to assure traffic completion to and from all customers in their respective designated service areas. In order for BellSouth to provide as accurate reciprocal trunking forecasts as possible to ICG, ICG must timely inform BellSouth of any known or anticipated events that may affect BellSouth reciprocal trunking requirements. If ICG refuses to provide such information, BellSouth shall provide reciprocal trunking forecasts based only on existing trunk group growth and BellSouth's annual estimated percentage of BellSouth subscriber line growth.
- 3.6.2 Both Parties shall meet every six months or at otherwise mutually agreeable intervals for the purpose of exchanging non-binding forecast of its traffic and volume requirements for the interconnection and network elements provided under this Agreement, in the form and in such detail as agreed by the Parties. The Parties agree that each forecast provided under this Section shall be deemed "Confidential Information" in the General Terms and Conditions – Part A of this Agreement.
- 3.6.3 The trunk forecast should include trunk requirements for all of the interconnecting trunk groups for the current year plus the next two future years. The forecast meeting between the two companies may be a face-to-face meeting, video conference or audio conference. It may be held regionally or geographically. Ideally, these forecast meetings should be held at least semi-annually, or more often if the forecast is no longer usable. Updates to a forecast or portions thereof should be made whenever the Party providing the forecast deems that the latest trunk requirements exceed the original quantities by 24 trunks or 10%, whichever is greater. Either Party should notify the other Party if they have measurements indicating that a trunk group is exceeding its designed call carrying capacity and is impacting other trunk groups in the network. Also, either Party should notify the other Party if they know of situations in which the traffic load is expected to increase significantly and thus affect the interconnecting trunk requirements as well as the trunk requirements within the other Party's network. The Parties agree that the forecast information provided under this Section shall be deemed "Confidential Information" as set forth in the General Terms and Conditions of this Agreement.
- 3.6.4 For a non-binding trunk forecast, agreement between the two Parties on the trunk quantities and the timeframe of those trunks does not imply any liability for failure to perform if the trunks are not available for use at the required time.
- 3.6.5 **OPEN PENDING ARBITRATION ISSUE NUMBER 11 - BINDING FORECAST**
- 3.6.6 Signaling Call Information. BellSouth and ICG will send and receive 10 digits for local traffic. Additionally, BellSouth and ICG will exchange the proper call

information, i.e. originated call company number and destination call company number, CIC, and OZZ, including all proper translations for routing between networks and any information necessary for billing.

4. **Parity In Ordering And Provisioning**

Each Party shall provide interconnection ordering and provisioning services to the other Party that are equal to the ordering and provisioning services the Parties provide themselves. Detailed procedures for ordering and provisioning BellSouth interconnection services are set forth in the *BellSouth Call Transport & Termination Service For Facility Based CLECs section of the Facility Based CLEC Activation Requirements Customer Guide*.

5. **Local Dialing Parity**

Each Party shall provide local dialing parity, meaning that each Party's customers will not have to dial any greater number of digits than the other Party's customers to complete the same call. In addition, under equivalent interconnection arrangements, ICG local service customers will experience at least the same quality as BellSouth local service customers regarding post-dial delay, call completion rate and transmission quality.

6. **Interconnection Compensation**

6.1 Compensation for Call Transportation and Termination for Local Traffic

6.1.1 Local Traffic is defined as any telephone call that originates in one exchange and terminates in either the same exchange, or a corresponding Extended Area Service ("EAS") exchange. The terms Exchange, and EAS exchanges are defined and specified in Section A3. of BellSouth's General Subscriber Service Tariff.

**OPEN PENDING ARBITRATION ISSUE NOS. 1 AND 8 -  
COMPENSATION FOR ISP TRAFFIC**

6.1.2 The Parties shall provide for the mutual and reciprocal recovery of the costs for the elemental functions performed in transporting and terminating local traffic on each other's network. **OPEN PENDING ARBITRATION ISSUE NO. 7 -  
TANDEM INTERCONNECTION RATE** The Parties agree that charges for transport and termination of calls on its respective networks are as set forth in Exhibit A to this Attachment.

6.1.3 For the purposes of this Attachment, Common (Shared) Transport is defined as the transport of one Party's traffic by the other Party over the other Party's common (shared) facilities between the other Party's tandem switch and end office switch and/or between the other Party's tandem switches.

- 6.1.4 For the purposes of this Attachment, Tandem Switching is defined as the function that establishes a communications path between two switching offices through a third switching office (the Tandem switch).
- 6.1.5 For the purposes of this Attachment, End Office Switching is defined as the function that establishes a communications path between the trunk side and line side of the End Office switch.
- 6.1.6 If ICG utilizes a switch outside the LATA and BellSouth chooses to purchase dedicated or common (shared) transport from ICG for transport and termination of BellSouth originated traffic, BellSouth will pay ICG no more than the airline miles between the V & H coordinates of the Point of Interface within the LATA where ICG receives the BellSouth-originated traffic and the V & H coordinates of the BellSouth Exchange Rate Center Area that the ICG terminating NPA/NXX is associated in the same LATA. For these situations, BellSouth will compensate ICG at either dedicated or common (shared) transport rates specified in Exhibit A and based upon the functions provided by ICG as defined in this Attachment.
- 6.1.7 Neither Party shall represent access services traffic (e.g. FGA, FGB, etc.) as Local Traffic for purposes of payment of reciprocal compensation.
- 6.2 Unidentifiable traffic. ICG shall utilize its NPA/NXXs in such a way and will provide the necessary information so that BellSouth shall be able to distinguish Local from IntraLATA Toll traffic for BellSouth originated traffic. ICG end users' assigned NPA/NXX line numbers shall be physically located in the BellSouth rate center with which the NPA/NXX has been associated. Whenever BellSouth delivers traffic to ICG for termination on ICG's network, if BellSouth cannot determine, because of the manner in which ICG has utilized its NXX codes whether the traffic is local or toll, BellSouth will charge the applicable rates for originating intrastate network access service as reflected in BellSouth's Intrastate Access Service Tariff. BellSouth will make appropriate billing adjustments if ICG can provide sufficient information for BellSouth to determine whether said traffic is local or toll.
- 6.3 Reporting Jurisdiction of Traffic.
- 6.3.1 Percent Local Use. Each Party will report to the other a Percentage Local Usage ("PLU"). The application of the PLU will determine the amount of local minutes to be billed to the other Party. For purposes of developing the PLU, each Party shall consider every local call and every long distance call, excluding intermediary traffic. By the first of January, April, July and October of each year, BellSouth and ICG shall provide a positive report updating the PLU. Detailed requirements associated with PLU reporting shall be as set forth in BellSouth's Standard Percent Local Use Reporting Platform for Interconnection Purchasers, as it is amended from time to time during this Agreement. Notwithstanding the

foregoing, where the terminating Party has message recording technology that identifies the jurisdiction of traffic terminated as defined in this Agreement, such information, in lieu of the PLU factor, shall at the terminating Party's option be utilized to determine the appropriate local usage compensation to be paid.

- 6.3.2 Percentage Interstate Usage. For combined interstate and intrastate ICG traffic terminated by BellSouth over the same facilities, ICG will be required to provide a projected Percentage Interstate Usage ("PIU") to BellSouth. All jurisdictional report requirements, rules and regulations for Interexchange Carriers specified in BellSouth's Intrastate Access Services Tariff will apply to ICG. After interstate and intrastate traffic percentages have been determined by use of PIU procedures, the PLU factor will be used for application and billing of local interconnection. Notwithstanding the foregoing, where the terminating Party has message recording technology that identifies the jurisdiction of traffic terminated as defined in this Agreement, such information, in lieu of the PIU and PLU factor, shall at the terminating Party's option be utilized to determine the appropriate local usage compensation to be paid.
- 6.3.3 Treatment of ICG Traffic
- 6.3.3.1 ICG will carry intrastate toll and all local traffic on one type of trunk ("Intrastate Trunk"). ICG will carry all interLATA traffic on a separate type of trunk ("InterLATA Trunk"). BellSouth will bill ICG separately for the actual traffic carried on each type of trunk or in accordance with 6.3.3.2 and 6.3.3.3.
- 6.3.3.2 Any interstate traffic carried by ICG will be carried only on the InterLATA Trunk. BellSouth shall apply the percent interstate usage ("PIU") only to the InterLATA Trunk for the purpose of separating interstate InterLATA traffic and intrastate InterLATA traffic. BellSouth shall not apply the PIU to any traffic carried on the Intrastate Trunk.
- 6.3.3.3 Any local traffic carrier by ICG will be carried only on the Intrastate Trunk. BellSouth shall apply the percent local usage ("PLU") only to the Intrastate Trunk for the purpose of separating local traffic and intrastate toll traffic. BellSouth shall not apply the PLU to any traffic carried on the InterLATA Trunk.
- 6.4 Audits. On thirty (30) days written notice, each Party must provide the other the ability and opportunity to conduct an annual audit to ensure the proper billing of traffic. BellSouth and ICG shall retain records of call detail for a minimum of nine months from which a PLU and/or PIU can be ascertained. The audit shall be accomplished during normal business hours at an office designated by the Party being audited. Audit requests shall not be submitted more frequently than one (1) time per calendar year. Audits shall be performed by a mutually acceptable independent auditory paid for by the Party requesting the audit. The PLU and/or PIU shall be adjusted based upon the audit results and shall apply to the usage for the quarter the audit was completed, to the usage for the quarter prior to the

completion of the audit, and to the usage for the two quarters following the completion of the audit. If, as a result of an audit, either Party is found to have overstated the PLU and/or PIU by twenty percentage points (20%) or more, that Party shall reimburse the auditing Party for the cost of the audit.

6.5 Compensation for IntraLATA Toll Traffic

6.5.1 IntraLATA Toll Traffic. IntraLATA Toll Traffic is defined as any telephone call that is not local or switched access per this Agreement.

6.5.2 Compensation for intraLATA toll traffic. For terminating its intraLATA toll traffic on the other company's network, the originating Party will pay the terminating Party BellSouth's current intrastate or interstate, whichever is appropriate, terminating switched access tariff rates as set forth in BellSouth's Intrastate or Interstate Access Services Tariff. The appropriate charges will be determined by the routing of the call. If ICG is the BellSouth end user's presubscribed interexchange carrier or if the BellSouth end user uses ICG as an interexchange carrier on a 101XXXX basis, BellSouth will charge ICG the appropriate BellSouth tariff charges for originating switched access services.

6.5.3 Compensation for 8XX Traffic. Each Party shall compensate the other pursuant to the appropriate switched access charges, including the database query charge as set forth in the BellSouth intrastate or interstate switched access tariffs.

6.5.4 Records for 8XX Billing. Each Party will provide to the other the appropriate records necessary for billing intraLATA 8XX customers. The records provided will be in a standard EMI format for a fee of \$0.013 per record.

6.5.5 8XX Access Screening. BellSouth's provision of 8XX TFD to ICG requires interconnection from ICG to BellSouth 8XX SCP. Such interconnections shall be established pursuant to BellSouth's Common Channel Signaling Interconnection Guidelines and Bellcore's CCS Network Interface Specification document, TR-TSV-000905. ICG shall establish CCS7 interconnection at the BellSouth Local Signal Transfer Points serving the BellSouth 8XX SCPs that ICG desires to query. The terms and conditions for 8XX TFD are set out in BellSouth's Intrastate Access Services Tariff as amended.

6.6 Mutual Provision of Switched Access Service

6.6.1 Switched Access Traffic. Switched Access Traffic is as defined in the BellSouth Access Tariff. Additionally, IP Telephony traffic will be considered switched access traffic.

6.6.2 When BellSouth and ICG provide an access service connection between an interexchange carrier ("IXC") and each other, each Party will provide its own access services to the IXC on a multi-bill, multi-tariff meet-point basis. Each

Party will bill its own access services rates to the IXC with the exception of the interconnection charge. The interconnection charge will be billed by the Party providing the end office function. Each party will use the Multiple Exchange Carrier Access Billing (MECAB) system to establish meet point billing for all applicable traffic. Thirty (30)-day billing periods will be employed for these arrangements. The recording Party agrees to provide to the initial billing Party, at no charge, the switched access detailed usage data within no more than sixty (60) days after the recording date. The initial billing Party will provide the switched access summary usage data to all subsequent billing Parties within 10 days of rendering the initial bill to the IXC. Each Party will notify the other when it is not feasible to meet these requirements so that the customers may be notified for any necessary revenue accrual associated with the significantly delayed recording or billing. As business requirements change data reporting requirements may be modified as necessary.

- 6.6.3 Where either Party has been notified that the other Party has a Billing Guarantee Practice, each Party so notified (the Initial Billing Party or the recording Party) will be held liable for any access revenues which it has caused to be determined unbillable under the guidelines of such Billing Guarantee Practice of the other Party. Each Party will provide complete documentation to the other to substantiate any claim of unbillable access revenues. A negotiated settlement will be agreed upon between the Parties.
- 6.6.4 Each Party will retain for a minimum period of sixty (60) days, access message detail sufficient to recreate any data which is lost or damaged by their company or any third party involved in processing or transporting data.
- 6.6.5 Each Party agrees to recreate the lost or damaged data within forty-eight (48) hours of notification by the other or by an authorized third party handling the data.
- 6.6.6 Each Party also agrees to process the recreated data within forty-eight (48) hours of receipt at its data processing center.
- 6.6.7 All claims should be filed with the other Party within 120 days of the receipt of the date of the unbillable usage.
- 6.6.8 The Initial Billing Party shall keep records of its billing activities relating to jointly-provided Intrastate and Interstate access services in sufficient detail to permit the Subsequent Billing Party to, by formal or informal review or audit, to verify the accuracy and reasonableness of the jointly-provided access billing data provided by the Initial Billing Party. Each Party agrees to cooperate in such formal or informal reviews or audits and further agrees to jointly review the findings of such reviews or audits in order to resolve any differences concerning the findings thereof.

6.7 Transit Traffic Service. Each Party shall provide tandem switching and transport services for the other's transit traffic. Transit traffic is traffic originating on one Party's network that is switched and transported by the other Party and delivered to a third party's network. Rates for local transit traffic shall be the applicable call transport and termination charges as set forth in Exhibit A to this Attachment. Rates for intraLATA toll and Switched Access transit traffic shall be the applicable call transport and termination charges as set forth in BellSouth Interstate or Intrastate Switched Access tariffs. Billing associated with all transit traffic shall be pursuant to MECAB procedures. Wireless Type 1 traffic shall not be treated as transit traffic from a routing or billing perspective. Wireless Type 2A traffic shall not be treated as transit traffic from a routing or billing perspective until BellSouth and the Wireless carrier have the capability to properly meet-point-bill in accordance with MECAB guidelines.

6.7.1 The delivery of traffic which transits the BellSouth network and is transported to another carrier's network is excluded from any BellSouth billing guarantees and will be delivered at the rates stipulated in this Agreement to a terminating carrier. BellSouth agrees to deliver this traffic to the terminating carrier; provided, however, that ICG is solely responsible for negotiating and executing any appropriate contractual agreements with the terminating carrier for the receipt of this traffic through the BellSouth network. BellSouth will not be liable for any compensation to the terminating carrier or to ICG. ICG agrees to compensate BellSouth for any charges or costs for the delivery of transit traffic to a connecting carrier on behalf of ICG. Additionally, the Parties agree that any billing to a third party or other telecommunications carrier under this section shall be pursuant to MECAB procedures.

6.7.2 **ARBITRATION ISSUE NOS. 1 AND 8 - COMPENSATION FOR ISP TRAFFIC**

7. **Frame Relay Service**

7.1 In addition to the Local Interconnection services set forth above, BellSouth will offer a network to network Interconnection arrangement between BellSouth's and ICG's frame relay switches as set forth below. The following provisions will apply only to Frame Relay Service and Exchange Access Frame Relay Service in those states in which ICG is certified and providing Frame Relay Service as a Local Exchange Carrier and where traffic is being exchanged between ICG and BellSouth Frame Relay Switches in the same LATA.

7.2 The Parties agree to establish two-way Frame Relay facilities between their respective Frame Relay Switches to the mutually agreed upon Frame Relay Service point(s) of interconnection ("POI(s)") within the LATA. All POIs shall be within the same Frame Relay Network Serving Areas as defined in Section

A40 of BellSouth's General Subscriber Service Tariff except as set forth in this Attachment.

- 7.3 Upon the request of either Party, such interconnection will be established where BellSouth and ICG have Frame Relay Switches in the same LATA. Where there are multiple Frame Relay switches in one central office, an interconnection with any one of the switches will be considered an interconnection with all of the switches at that central office for purposes of routing packet traffic.
- 7.4 The Parties agree to provision local and IntraLATA Frame Relay Service and Exchange Access Frame Relay Service (both intrastate and interstate) over Frame Relay interconnection facilities between the respective Frame Relay switches and the POIs.
- 7.5 The Parties agree to assess each other reciprocal charges for the facilities that each provides to the other according to the Percent Local Circuit Use Factor (PLCU), determined as follows:
- 7.5.1 If the data packets originate and terminate in locations in the same LATA, and consistent with the local definitions of the Agreement, the traffic is considered local. Frame Relay framed packet data is transported within Virtual Circuits (VC). For the purposes of this Agreement, if all the data packets transported within a VC remain within the LATA, then consistent with the local definitions in this Agreement, the traffic on that VC is local ("Local VC").
- 7.5.2 If the originating and terminating locations of the two way packet data traffic are not in the same LATA, the traffic on that VC is interLATA ("InterLATA VC").
- 7.5.3 The PLCU is determined by dividing the total number of Local VCs, by the total number of VCs on each Frame Relay facility. To facilitate implementation, ICG may determine its PLCU in aggregate, by dividing the total number of Local VCs in a given LATA by the total number VCs in that LATA. The Parties agree to renegotiate the method for determining PLCU, at BellSouth's request, and within 90 days, if BellSouth notifies ICG that it has found that this method does not adequately represent the PLCU.
- 7.5.4 If there are no VCs on a facility when it is billed, the PLCU will be zero.
- 7.5.5 BellSouth will provide the circuit between the Parties' respective Frame Relay Switches. The Parties will be compensated as follows: BellSouth will invoice, and ICG will pay, the total non-recurring and recurring charges for the circuit based upon the rates set forth in BellSouth's Interstate Access Tariff, FCC No. 1. ICG will then invoice, and BellSouth will pay, an amount calculated by multiplying the BellSouth billed charges for the circuit by one-half of ICG's PLCU.



- 7.6 The Parties agree to compensate each other for Frame Relay network-to-network interface (NNI) ports based upon the NNI rates set forth in BellSouth's Interstate Access Tariff, FCC No. 1. Compensation for each pair of NNI ports will be calculated as follows: BellSouth will invoice, and ICG will pay, the total non-recurring and recurring charges for the NNI port. ICG will then invoice, and BellSouth will pay, an amount calculated by multiplying the BellSouth billed non-recurring and recurring charges for the NNI port by ICG's PLCU.
- 7.7 Each Party agrees that there will be no charges to the other Party for its own subscriber's Permanent Virtual Circuit (PVC) rate elements for the local PVC segment from its Frame Relay switch to its own subscriber's premises. PVC rate elements include the Data Link Connection Identifier (DLCI) and Committed Information Rate (CIR).
- 7.8 For the PVC segment between the ICG and BellSouth Frame Relay switches, compensation for the PVC charges is based upon the rates in BellSouth's Interstate Access Tariff, FCC No. 1.
- 7.9 Compensation for PVC rate elements will be calculated as follows:
- 7.9.1 If ICG orders a VC connection between a BellSouth subscriber's PVC segment and a PVC segment from the BellSouth Frame Relay switch to the ICG Frame Relay switch, BellSouth will invoice, and ICG will pay, the total non-recurring and recurring PVC charges for the PVC segment between the BellSouth and ICG Frame Relay switches. If the VC is a Local VC, ICG will then invoice and BellSouth will pay, the total nonrecurring and recurring PVC charges billed for that segment. If the VC is not local, no compensation will be paid to ICG for the PVC segment.
- 7.9.2 If BellSouth orders a Local VC connection between a ICG subscriber's PVC segment and a PVC segment from the ICG Frame Relay switch to the BellSouth Frame Relay switch, BellSouth will invoice, and ICG will pay, the total non-recurring and recurring PVC and CIR charges for the PVC segment between the BellSouth and ICG Frame Relay switches. If the VC is a Local VC, ICG will then invoice and BellSouth will pay the total non-recurring and recurring PVC and CIR charges billed for that segment. If the VC is not local, no compensation will be paid to ICG for the PVC segment.
- 7.9.3 The Parties agree to compensate each other for requests to change a PVC segment or PVC service order record, according to the Feature Change charge as set forth in the BellSouth access tariff BellSouth Tariff FCC No. 1.
- 7.9.4 If ICG requests a change, BellSouth will invoice and ICG will pay a Feature Change charge for each affected PVC segment.

- 7.9.4.1 If BellSouth requests a change to a Local VC, ICG will invoice and BellSouth will pay a Feature Change charge for each affected PVC segment.
- 7.9.5 The Parties agree to limit the sum of the CIR for the VCs on a DS1 NNI port to not more than three times the port speed, or not more than six times the port speed on a DS3 NNI port.
- 7.9.6 Except as expressly provided herein, this Agreement does not address or alter in any way either Party's provision of Exchange Access Frame Relay Service or interLATA Frame Relay Service. All charges by each Party to the other for carriage of Exchange Access Frame Relay Service or interLATA Frame Relay Service are included in the BellSouth access tariff BellSouth Tariff FCC No. 1.
- 7.10 ICG will identify and report quarterly to BellSouth the PLCU of the Frame Relay facilities it uses, per section 7.5.3 above.
- 7.11 Either Party may request a review or audit of the various service components, consistent with the provisions of section E2 of the BellSouth State Access Services tariffs or Section 2 of the BellSouth FCC No.1 Tariff.
- 7.12 If during the term of this Agreement, BellSouth obtains authority to provide interLATA Frame Relay in any State, the Parties agree to renegotiate this arrangement for the exchange of Frame Relay Service Traffic within one hundred eighty (180) days of the date BellSouth receives interLATA authority. In the event the Parties fail to renegotiate this Section 8 within the one hundred eighty day period, they will submit this matter to the appropriate State commission(s) for resolution.

**8. Operational Support Systems (OSS) Rates**

BellSouth has developed and made available the following mechanized systems by which ICG may submit LSRs electronically.

LENS	Local Exchange Navigation System
EDI	Electronic Data Interface
EDI-PC	Electronic Data Interface – Personal Computer
TAG	Telecommunications Access Gateway

LSRs submitted by means of one of these interactive interfaces will incur an OSS electronic ordering charge as specified in the table below. An individual LSR will be identified for billing purposes by its Purchase Order Number (PON). LSRs submitted by means other than one of these interactive interfaces (mail, fax, courier, etc.) will incur a manual order charge as specified in the table below:

OPERATIONAL SUPPORT SYSTEMS	KY
OSS LSR charge, per LSR received from the CLEC by one of the OSS interactive interfaces	\$3.50 SOMEK
Incremental charge per LSR received from the CLEC by means other than one of the OSS interactive interfaces	\$19.99 SOMAN

Note: In addition to the OSS charges, applicable discounted service order and related discounted charges apply per the tariff.

8.1 Denial/Restoral OSS Charge

In the event ICG provides a list of customers to be denied and restored, rather than an LSR, each location on the list will require a separate PON and, therefore will be billed as one LSR per location.

8.2 Cancellation OSS Charge

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

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

8.3 Threshold Billing Plan

The Parties agree that ICG will incur the mechanized rate for all LSRs, both mechanized and manual, if the percentage of mechanized LSRs to total LSRs **meets or exceeds** the threshold percentages shown below:

Year	Ratio: Mechanized/Total LSRs
1999	70%
2000	80%
2001	90%

The threshold plan will be discontinued in 2002.

BellSouth will track the total LSR volume for each CLEC for each quarter. At the end of that time period, a Percent Electronic LSR calculation will be made for that quarter based on the LSR data tracked in the LCSC. If this percentage exceeds the threshold volume, all of that CLECs' future manual LSRs will be billed at the mechanized LSR rate. To allow time for obtaining and analyzing the data and updating the billing system, this billing change will take place on the first day of the second month following the end of the quarter (e.g. May 1 for 1Q, Aug 1 for 2Q, etc.). There will be no adjustments to the amount billed for previously billed LSRs.

BELLSOUTH/ICG RATES  
LOCAL INTERCONNECTION

DESCRIPTION	USOC	RATES	
			KY
<b>LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)</b>			
End Office Switching, per mou	N/A		\$0.002562
Direct Local Interconnection, per mou (same as End Office Switching in FL & LA)			NA
Tandem Switching, per mou	N/A		\$0.001096
Tandem Switching (assumes 5 miles of transport per mou)	N/A		NA
Tandem Local Interconnection, per mou (includes end office switching element)			NA
Multiple Tandem Switching, per mou (applies to initial tandem only), effective 10/99			NA
Local Intermediary, per mou (applies to transit only)			NA
All terms and conditions, as well as charges, both non-recurring and recurring, associated with interconnecting trunk groups between BellSouth and ICG shall be as set forth in Section E.6 of the appropriate BellSouth intrastate access tariff.			BST State Access Tariff Rates
Tandem Intermediary Charge, per mou*	N/A		\$0.001096
*(This charge is applicable only to intermediary traffic and is applied in addition to applicable switching and/or interconnection charges.)			
<b>INTEROFFICE TRANSPORT</b>			
<b>Common (Shared) Transport</b>			
Common (Shared) Transport per mile per mou	N/A		\$0.000049
Common (Shared) Transport Facilities Termination per mou	N/A		\$0.000426
<b>Interoffice Transport - Dedicated - VG</b>			
Interoffice Transport - Dedicated - 2-Wire VG - per mile	1L5XX		\$0.03
Interoffice Transport - Dedicated - 2-Wire VG - facilities termination per month	1L5XX		\$27.66
NRC - 1st	1L5XX		\$142.31
NRC - Add'l	1L5XX		\$56.21
NRC - Incremental Charge - Manual Service Order - 1st	SOMAC		\$37.21
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAC		\$37.21
<b>Interoffice Transport - Dedicated - DS0 - 56/64 KBPS</b>			
Interoffice Transport - Dedicated - DS0 - per mile per month	1L5XX		\$0.03
Interoffice Transport - Dedicated - DS0 - facilities termination per month	1L5XX		\$26.95
NRC - 1st	1L5XX		\$142.31
NRC - Add'l	1L5XX		\$56.21
NRC - Incremental Charge - Manual Service Order - 1st	SOMAC		\$37.21
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAC		\$37.21
<b>Interoffice Transport - Dedicated - DS1</b>			
Interoffice Transport - Dedicated - DS1 - per mile per month	1L5XX		\$0.45
Interoffice Transport - Dedicated - DS1 - facilities termination per month	U1TF1		\$55.05
NRC - 1st	U1TF1		\$298.18
NRC - Add'l	U1TF1		\$231.23
NRC - Incremental Charge - Manual Service Order - 1st	SOMAC		NA
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAC		NA
<b>Interoffice Transport - Dedicated - DS3</b>			
Interoffice Transport - Dedicated - DS3 - per mile per month	1L5XX		\$12.62
Interoffice Transport - Dedicated - DS3 - facilities termination per month	U1TF3		\$1,204.00
NRC - 1st	U1TF3		\$946.23
NRC - Add'l	U1TF3		\$516.89
NRC - Incremental Charge - Manual Service Order - 1st	SOMAC		\$93.12
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAC		\$93.12
<b>Local Channel - Dedicated</b>			
<b>Local Channel - Dedicated - 2-Wire VG</b>			
Monthly Recurring	N/A		\$22.26
NRC - 1st	N/A		\$597.14
NRC - Add'l	N/A		\$110.52
NRC - Incremental Charge - Manual Service Order - 1st	SOMAC		\$41.46
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAC		NA
<b>Local Channel - Dedicated - 4-Wire VG</b>			
Monthly Recurring	N/A		\$23.38
NRC - 1st	N/A		\$585.15
NRC - Add'l	N/A		\$98.53
NRC - Incremental Charge - Manual Service Order - 1st	SOMAC		\$98.53
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAC		\$11.99
<b>Local Channel - Dedicated - DS1</b>			
Monthly Recurring	TMECS		\$43.80
NRC - 1st	TMECS		\$538.95
NRC - Add'l	TMECS		\$464.94
NRC - Incremental Charge - Manual Service Order - 1st	SOMAC		\$87.71
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAC		NA
<b>Local Channel - Dedicated - DS3</b>			
Monthly Recurring	TMECS		NA
NRC - 1st	TMECS		NA
NRC - Add'l	TMECS		NA
NRC - Incremental Charge - Manual Service Order - 1st	SOMAC		NA
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAC		NA
<b>NOTES:</b>			
If no rate is identified in the contract, the rate for the specific service or function will be as set forth in applicable BellSouth tariff or as negotiated by the parties upon request by either party.			

**Attachment 4**  
**Physical Collocation**

## BELLSOUTH PHYSICAL COLLOCATION

### 1. SCOPE OF ATTACHMENT

1.1 Scope of Attachment. The rates, terms, and conditions contained within this Attachment shall only apply when ICG is occupying the collocation space as a sole occupant or as a Host pursuant to Section 4.

1.2 Right to occupy. Subject to Section 4 of this Attachment, BellSouth hereby grants to ICG a right to occupy that certain area designated by BellSouth within a BellSouth central office premises, of a size which is specified by ICG and agreed to by BellSouth (hereinafter "Collocation Space"). Notwithstanding the foregoing, BellSouth shall consider in its designation for cageless collocation any unused space within the BellSouth central office premises. The size specified by ICG may contemplate a request for space sufficient to accommodate ICG's growth within a two year period unless otherwise agreed to by the Parties.

1.2.1 Space Reclamation. In the event of space exhaust within a central office premises, ICG may be required to release space to BellSouth to be allocated to other physical collocation applicants when a minimum of fifty percent of the total amount of space in ICG's collocation arrangement is not being utilized within the first year of operation, or 100% of the total amount of space by the end of the second year of operation.

1.3 Use of Space. ICG shall use the Collocation Space for the purposes of installing, maintaining and operating ICG's equipment (to include testing and monitoring equipment) used or useful primarily to interconnect with BellSouth services and facilities, including access to unbundled network elements, for the provision of telecommunications services. Pursuant to Section 5 following, ICG may at its option, place ICG-owned fiber entrance facilities to the Collocation Space. In addition to, and not in lieu of, interconnection to BellSouth services and facilities, ICG may connect to other interconnectors within the designated BellSouth Central Office (including to its other virtual or physical collocated arrangements) through co-carrier cross connect facilities designated by ICG pursuant to section 5.6 following. The Collocation Space may be used for no other purposes except as specifically described herein or authorized in writing by BellSouth.

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

## 2. SPACE NOTIFICATION

2.1 Availability of Space. Upon submission of an application pursuant to Section 6, BellSouth will permit ICG to physically collocate, pursuant to the terms of this Attachment, at any BellSouth central office premises, unless BellSouth has determined that there is no space available due to space limitations or no space available due to technical infeasibility. BellSouth will respond to an application within ten (10) business days as to whether space is available or not available within a BellSouth central office premises.

2.2 Reporting. Upon request from ICG, BellSouth will provide a written report specifying the amount of collocation space available at the central office premises requested, the number of collocators present at the central office premises, any modifications in the use of the space since the last report or the central office premises requested and the measures BellSouth is taking to make additional space available for collocation arrangements.

2.2.1 The request from ICG must be written and must include the central office premises and Common Language Location Identification (CLLI) code of the central office premises. Such information regarding central office premises and CLLI code is located in the National Exchange Carriers Association (NECA) Tariff FCC No. 4.

2.2.2 BellSouth will respond to a request for a particular Central Office location within ten (10) business days of receipt of such request. BellSouth will make best efforts to respond in ten (10) business days to such a request when the request includes up to and including five (5) Central Office locations within the same state. The response time for requests of more than five (5) shall be negotiated between the Parties. If BellSouth cannot meet the ten business day response time, BellSouth shall notify ICG and inform ICG of the time frame under which it can respond.

2.3 Denial of Application. After notifying ICG that BellSouth has no available space in the requested Central Office ("Denial of Application"), BellSouth will allow ICG, upon request, to tour the entire Central Office within ten (10) business days of such Denial of Application. In order to schedule said tour within ten (10) business days, the request for a tour of the Central Office must be received by BellSouth within five (5) business days of the Denial of Application.

2.4 Filing of Petition for Waiver. Upon Denial of Application BellSouth will timely file a petition with the Commission pursuant to 47 USC § 251(c)(6).

2.5 Waiting List. On a first come first served basis, BellSouth will maintain a waiting list of requesting carriers who have either received a Denial of Application or, where it is publicly known that the central office premises is out of space, have submitted a Letter of Intent to collocate. BellSouth will notify the telecommunications carriers on the waiting list when space becomes available according to how much space becomes available and the position of telecommunications carrier on said waiting list. Upon request BellSouth will advise ICG as to its position on the list.

2.6 Public Notification. BellSouth will maintain on its Interconnection Services web site a notification document that will indicate all central office premises that are without available space. BellSouth shall update such document within ten (10) business days of the Denial of Application date. BellSouth will also post a document on its Interconnection Services web site

that contains a general notice where space has become available in a Central Office previously on the space exhaust list. BellSouth shall allocate said available space pursuant to the waiting list referenced in Section 2.5.

2.7 State Agency Procedures. Notwithstanding the foregoing, should any state regulatory agency impose a procedure different than procedures set forth in this section, that procedure shall supersede the requirements set forth herein.

### 3. COLLOCATION OPTIONS

3.1 Cageless. Except where local building code does not allow cageless collocation, BellSouth shall allow ICG to collocate ICG's equipment and facilities without requiring the construction of a cage or similar structure and without requiring the creation of a separate entrance to the Collocation Space. BellSouth shall allow ICG to have direct access to its equipment and facilities but may require ICG to use a central entrance to the BellSouth Central Office. BellSouth shall make cageless collocation available in single bay increments pursuant to Section 7. Except where ICG's equipment requires special technical considerations (e.g., special cable racking, isolated ground plane), BellSouth shall assign cageless Collocation Space in conventional equipment rack lineups where feasible. For equipment requiring special technical considerations, ICG must provide the equipment layout, including spatial dimensions for such equipment pursuant to generic requirements contained in BellCore (Telcordia) GR-63-Core and shall be responsible for constructing all special technical requirements associated with such equipment pursuant to Section 6.5 following.

3.2 Cages and Adjacent Arrangement Enclosures. BellSouth shall authorize the enclosure of ICG's equipment and facilities at ICG's option or if required by local building code. ICG must arrange with a BellSouth certified contractor to construct a collocation arrangement enclosure in accordance with BellSouth's guidelines and specifications and at its sole expense. BellSouth will provide guidelines and specifications upon request. Where local building codes require enclosure specifications more stringent than BellSouth's standard enclosure specification, ICG and ICG's BellSouth certified contractor must comply with local building code requirements. ICG's BellSouth certified contractor shall be responsible for filing and receiving any and all necessary permits and/or licenses for such construction. The Certified Vendor shall bill ICG directly for all work performed for ICG pursuant to this Attachment and BellSouth shall have no liability for nor responsibility to pay such charges imposed by the Certified Vendor. ICG must provide the local BellSouth building contact with two Access Keys used to enter the locked enclosure. Except in case of emergency, BellSouth will not access ICG's locked enclosure prior to notifying ICG.

3.2.1 BellSouth has the right to review ICG's plans and specifications prior to allowing construction to start. BellSouth has the right to inspect the enclosure after construction to make sure it is designed and constructed according to BellSouth's guidelines and specifications and to require ICG to remove or correct at ICG's cost any structure that does not meet these standards.

3.3 Shared (Subleased) Caged Collocation. ICG may allow other telecommunications carriers to share ICG's caged collocation arrangement pursuant to terms and conditions agreed to by ICG ("Host") and other telecommunications carriers ("Guests") and pursuant to this section with the following exceptions: (1) where local building code does not



allow Shared (Subleased) Caged Collocation and (2) where the BellSouth central office premises is located within a leased space and BellSouth is prohibited by said lease from offering such an option. ICG will provide to BellSouth a certified or notarized statement from the Guest that its use of the BellSouth space is subject to the terms of the Interconnection Agreement between BellSouth and ICG. Further, said agreement shall incorporate by reference the rates, terms, and conditions of this Attachment between BellSouth and ICG.

3.3.1 ICG shall be the sole interface and responsible party to BellSouth for the purpose of submitting applications for initial and additional equipment placements of Guest; for assessment of rates and charges contained within this Attachment; and for the purposes of ensuring that the safety and security requirements of this Attachment are fully complied with by the Guest, its employees and agents. The initial Guest application shall require the assessment of an Application Fee, as set forth in Exhibit A. Notwithstanding the foregoing, Guest may arrange directly with BellSouth for the provision of the interconnecting facilities between BellSouth and Guest and for the provisions of the services and access to unbundled network elements.

3.3.2 ICG shall indemnify and hold harmless BellSouth from any and all claims, actions, causes of action, of whatever kind or nature arising out of the presence of ICG's Guests in the Collocation Space.

3.4 Adjacent Collocation. BellSouth will provide adjacent collocation arrangements ("Adjacent Arrangement") where space within the Central Office is legitimately exhausted, subject to technical feasibility, where the Adjacent Arrangement does not interfere with access to existing or planned structures or facilities on the Central Office property and where permitted by zoning and other applicable state and local regulations. The Adjacent Arrangement shall be constructed or procured by ICG and in conformance with BellSouth's design and construction specifications. Further, ICG shall construct, procure, maintain and operate said Adjacent Arrangement(s) pursuant to all of the terms and conditions set forth in this Attachment. Rates shall be negotiated at the time of the request for Adjacent Collocation.

3.4.1 Should ICG elect such option, ICG must arrange with a BellSouth certified contractor to construct an Adjacent Arrangement structure in accordance with BellSouth's guidelines and specifications. BellSouth will provide guidelines and specifications upon request. Where local building codes require enclosure specifications more stringent than BellSouth's standard specification, ICG and ICG's contractor must comply with local building code requirements. ICG's contractor shall be responsible for filing and receiving any and all necessary zoning, permits and/or licenses for such construction. ICG's BellSouth Certified Vendor shall bill ICG directly for all work performed for ICG pursuant to this Attachment and BellSouth shall have no liability for nor responsibility to pay such charges imposed by the Certified Vendor. ICG must provide the local BellSouth building contact with two cards, keys or other access device used to enter the locked enclosure. Except in cases of emergency, BellSouth shall not access ICG's locked enclosure prior to notifying ICG.

3.4.2 BellSouth maintains the right to review ICG's plans and specifications prior to construction of an Adjacent Arrangement(s). BellSouth may inspect the Adjacent Arrangement(s) following construction and prior to commencement, as defined in Section 4.1 following, to ensure the design and construction comply with BellSouth's guidelines and specifications. BellSouth may require ICG, at ICG's sole cost, to correct any deviations from

BellSouth's guidelines and specifications found during such inspection(s), up to and including removal of the Adjacent Arrangement, within five (5) business days of BellSouth's inspection, unless the Parties mutually agree to an alternative time frame.

3.4.3 ICG shall provide a concrete pad, the structure housing the arrangement, HVAC, lighting, and all facilities that connect the structure (i.e. racking, conduits, etc.) to the BellSouth point of interconnection. At ICG's option, BellSouth shall provide an AC power source and access to physical collocation services and facilities subject to the same nondiscriminatory requirements as applicable to any other physical collocation arrangement.

3.4.4 BellSouth shall allow Shared (Subleased) Caged Collocation within an Adjacent Arrangement pursuant to the terms and conditions set forth in Section 3.3 proceeding.

3.5 Shared (Subleased) Cageless Collocation. ICG may allow other telecommunications carriers to share ICG's cageless collocation arrangement as well as to lease the equipment located within the cageless arrangement pursuant to the terms and conditions of this section and section 3.3 of this Attachment. Notwithstanding the forgoing, sharing of cageless space or leasing of equipment within the cageless arrangement shall not be authorized (1) where local building codes do not allow shared cageless collocation; or (2) where the BellSouth central office premises is located within a leased space and BellSouth is prohibited by that lease from offering shared cageless collocation or (3) where the only remaining space of ICG's cageless collocation arrangement requires ICG's equipment to be commingled with BellSouth equipment. For purposes of this section, commingled means that the location of the ICG cageless arrangement in the BellSouth equipment lineup is such that BellSouth is not able to enclose BellSouth's equipment.

3.5.1 ICG shall coordinate with its Guest and BellSouth to limit the number of parties working within the shared cageless collocation arrangement at the same time. BellSouth agrees to waive this provision in the event a specific project requires the presence of multiple parties all at the same time.

#### 4. OCCUPANCY

4.1 Commencement Date. The "Commencement Date" shall be the day ICG's equipment becomes operational as described in Article 4.2, following.

4.2 Occupancy. BellSouth will notify ICG in writing that the Collocation Space is ready for occupancy. ICG must place operational telecommunications equipment in the Collocation Space and connect with BellSouth's network within one hundred eighty (180) days after receipt of such notice. ICG must notify BellSouth in writing that collocation equipment installation is complete and is operational with BellSouth's network. BellSouth may, at its option, not accept orders for interconnected service until receipt of such notice. If ICG fails to place operational telecommunications equipment in the Collocation Space within 180 calendar days and such failure continues for a period of thirty (30) days after receipt of written notice from BellSouth, then and in that event ICG's right to occupy the Collocation Space terminates and BellSouth shall have no further obligations to ICG with respect to said Collocation Space. Termination of ICG's rights to the Collocation Space pursuant to this paragraph shall not operate to release ICG from its obligation to reimburse BellSouth for all costs reasonably incurred by

BellSouth in preparing the Collocation Space, but rather such obligation shall survive this Attachment. For purposes of this paragraph, ICG's telecommunications equipment will be deemed operational when cross-connected to BellSouth's network for the purpose of service provision.

4.3 Termination. Except where otherwise agreed to by the Parties, ICG may terminate occupancy in a particular Collocation Space upon thirty (30) days prior written notice to BellSouth. Upon termination of such occupancy, ICG at its expense shall remove its equipment and other property from the Collocation Space. ICG shall have thirty (30) days from the termination date to complete such removal, including the removal of all equipment and facilities of ICG's Guests; provided, however, that ICG shall continue payment of monthly fees to BellSouth until such date as ICG has fully vacated the Collocation Space. Should ICG fail to vacate the Collocation Space within thirty (30) days from the termination date, BellSouth shall have the right to remove the equipment and other property of ICG at ICG's expense and with no liability for damage or injury to ICG's property unless caused by the gross negligence or intentional misconduct of BellSouth. Upon expiration of this Attachment, ICG shall surrender the Collocation Space to BellSouth in the same condition as when first occupied by the ICG except for ordinary wear and tear. ICG shall be responsible for the cost of removing any enclosure, together with all support structures (e.g., racking, conduits), of an Adjacent Collocation arrangement at the termination of occupancy and restoring the grounds to their original condition.

## 5. USE OF COLLOCATION SPACE

5.1 Equipment Type. BellSouth permits the collocation of any type of equipment used or useful for interconnection to BellSouth's network or for access to unbundled network elements in the provision of telecommunications services. Such equipment used or useful for interconnection and access to unbundled network elements includes, but is not limited to transmission equipment including, but not limited to, optical terminating equipment and multiplexers, and digital subscriber line access multiplexers, routers, asynchronous transfer mode multiplexers, and remote switching modules. Nothing in this section requires BellSouth to permit collocation of equipment used solely to provide enhanced services; provided, however, that BellSouth may not place any limitations on the ability of requesting carriers to use all the features, functions, and capabilities of equipment collocated pursuant to this section.

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

5.1.2 ICG shall not use the Collocation Space for marketing purposes nor shall it place any identifying signs or markings in the area surrounding the Collocation Space or on the grounds of the central office premises.

5.1.3 ICG shall place a plaque or other identification affixed to ICG's equipment necessary to identify ICG's equipment, including a list of emergency contacts with telephone numbers.

5.2 Entrance Facilities. ICG may elect to place ICG-owned or ICG-leased fiber entrance facilities into the Collocation Space. BellSouth will designate the point of interconnection in close proximity to the Central Office building housing the Collocation Space, such as an entrance manhole or a cable vault which are physically accessible by both parties. ICG will provide and place fiber cable at the point of interconnection of sufficient length to be pulled through conduit and into the splice location. ICG will provide and install a sufficient length of fire retardant riser cable, to which the entrance cable will be spliced, which will extend from the splice location to the ICG's equipment in the Collocation Space. In the event ICG utilizes a non-metallic, riser-type entrance facility, a splice will not be required. ICG must contact BellSouth for instructions prior to placing the entrance facility cable in the manhole. ICG is responsible for maintenance of the entrance facilities. At ICG's option BellSouth will accommodate where technically feasible a microwave entrance facility pursuant to separately negotiated terms and conditions.

5.2.1 Dual Entrance. BellSouth will provide at least two interconnection points at each central office premises where there are at least two such interconnection points available and where capacity exists. Upon receipt of a request for physical collocation under this Attachment, BellSouth shall provide ICG with information regarding BellSouth's capacity to accommodate dual entrance facilities. If conduit in the serving manhole(s) is available and is not reserved for another purpose for utilization within 12 months of the receipt of an application for collocation, BellSouth will make the requested conduit space available for installing a second entrance facility to ICG's arrangement. The location of the serving manhole(s) will be determined at the sole discretion of BellSouth. Where dual entrance is not available due to lack of capacity, BellSouth will so state in the Application Response.

5.2.2 Shared Use. ICG may utilize spare capacity on an existing Interconnector entrance facility for the purpose of providing an entrance facility to another ICG collocation arrangement within the same BellSouth Central Office. ICG must arrange with BellSouth for BellSouth to splice the utilized entrance facility capacity to ICG-provided riser cable.

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

5.4 Demarcation Point. BellSouth will designate the point(s) of interconnection between ICG's equipment and/or network and BellSouth's network. Each party will be responsible for maintenance and operation of all equipment/facilities on its side of the

demarcation point. For 2-wire and 4-wire connections to BellSouth's network, the demarcation point shall be a common block on the BellSouth designated conventional distributing frame. ICG shall be responsible for providing, and ICG's BellSouth Certified Vendor shall be responsible for installing and properly labeling/stenciling, the common block, and necessary cabling pursuant to Section 6.4. For all other terminations BellSouth shall designate a demarcation point on a per arrangement basis. ICG or its agent must perform all required maintenance to equipment/facilities on its side of the demarcation point, pursuant to subsection 5.5, following, and may self-provision cross-connects that may be required within the collocation space to activate service requests. At ICG's option, a Point of Termination (POT) bay or frame may be placed in the Collocation Space.

5.5 ICG's Equipment and Facilities. ICG, or if required by this Attachment, ICG's BellSouth certified vendor, is solely responsible for the design, engineering, installation, testing, provisioning, performance, monitoring, maintenance and repair of the equipment and facilities used by ICG. Such equipment and facilities may include but are not limited to cable(s); equipment; and point of termination connections.

5.6 Co-Carrier Cross-connect. In addition to, and not in lieu of, obtaining interconnection with, or access to, BellSouth telecommunications services, unbundled network elements, and facilities, ICG may directly connect to other Interconnectors within the designated BellSouth Central Office (including to its other virtual or physical collocated arrangements) through facilities owned by ICG or through BellSouth facilities designated by ICG, at ICG's option. Such connections to other carriers may be made using either optical or electrical facilities. ICG may deploy such optical or electrical connections directly between its own facilities and the facilities of other Interconnector(s) without being routed through BellSouth equipment.

5.6.1 If ICG requests a co-Carrier cross-connect after the initial installation, ICG must submit an application with a Subsequent Application Fee. ICG must use a Certified Vendor to place the co-Carrier cross connect, except in cases where the ICG equipment and the equipment of the other Interconnector are located within contiguous collocation spaces. In cases where ICG's equipment and the equipment of the other Interconnector are located in contiguous collocation spaces, ICG will have the option to deploy the co-Carrier cross connects between the sets of equipment. Where cable support structure exists for such connection there will be a recurring charge per linear foot of support structure used. When cable support structures do not exist and must be constructed a non-recurring charge for the individual case will be assessed.

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

5.8 Access. Pursuant to Section 11, ICG shall have access to the Collocation Space twenty-four (24) hours a day, seven (7) days a week. ICG agrees to provide the name, date of birth, and state driver's license number of each employee, contractor, or agents provided with

Access Keys or cards ("Access Keys") prior to the issuance of said Access Keys. Access Keys shall not be duplicated under any circumstances. ICG agrees to be responsible for all Access Keys and for the return of all said Access Keys in the possession of ICG employees, contractors, Guests, or agents after termination of the employment relationship, contractual obligation with ICG or upon the termination of this Attachment or the termination of occupancy of an individual collocation arrangement.

5.8.1 Lost or Stolen Access Keys. ICG shall notify BellSouth in writing immediately in the case of lost or stolen Access Keys. ICG will pay BellSouth \$250.00 per Access Key(s) lost or stolen. Should it become necessary for BellSouth to re-key buildings as a result of a lost Access Key(s) or for failure to return an Access Key(s), ICG shall pay for all reasonable costs associated with the re-keying.

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

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

5.11 Alterations. In no case shall ICG or any person acting on behalf of ICG make any rearrangement, modification, improvement, addition, repair, or other alteration to the Collocation

Space or the BellSouth Central Office without the written consent of BellSouth, which consent shall not be unreasonably withheld. The cost of any such specialized alterations shall be paid by ICG.

5.12 Janitorial Service. ICG shall be responsible for the general upkeep and cleaning of the Caged Collocation Space and shall arrange directly with a BellSouth certified contractor for janitorial services. BellSouth shall provide a list of such contractors on a site-specific basis upon request.

## 6. ORDERING AND PREPARATION OF COLLOCATION SPACE

6.1 Application for Space. ICG shall submit an application document when ICG or ICG's Guest(s), as defined in Section 3.3, desires to request or modify the use of the Collocation Space.

6.1.1 Initial Application. For ICG or ICG's Guest(s) initial equipment placement, ICG shall submit to BellSouth a complete and accurate Application and Inquiry document (Bona Fide Application), together with payment of the Application Fee as stated in Exhibit A. The Bona Fide Application shall contain a detailed description and schematic drawing of the equipment to be placed in ICG's Collocation Space(s) and an estimate of the amount of square footage required.

6.1.2 Subsequent Application Fee. In the event ICG or ICG's Guest(s) desire to modify the use of the Collocation Space, ICG shall complete an Application document detailing all information regarding the modification to the Collocation Space together with payment of the minimum Subsequent Application Fee as stated in Exhibit A. Said minimum Subsequent Application Fee shall be considered a partial payment of the applicable Subsequent Application Fee which shall be calculated as set forth below. BellSouth shall determine what modifications, if any, to the Central Office premises are required to accommodate the change requested by ICG in the Application. Such necessary modifications to the Central Office premises may include but are not limited to, floor loading changes, changes necessary to meet HVAC requirements, changes to power plant requirements, and equipment additions. The fee paid by ICG for its request to modify the use of the Collocation Space shall be dependent upon the modification requested. Where the subsequent application does not require provisioning or construction work by BellSouth, no Subsequent Application Fee will be required and the pre-paid fee shall be refunded to ICG. The fee for an application where the modification requested has limited effect (e.g., does not require capital expenditure by BellSouth) shall be the Subsequent Application Fee as set forth in Exhibit A. All other modifications shall require a Subsequent Application Fee assessed at the applicable application fee. In the event such modifications require the assessment of a full Application Fee as set forth in Exhibit A, the outstanding balance shall be due by ICG within 30 calendar days following ICG's receipt of a bill or invoice from BellSouth.

6.2 Application Response. In addition to the notice of space availability pursuant to Section 2.1, BellSouth will respond within ten (10) business days of receipt of an Application whether the Application is Bona Fide, and if it is not Bona Fide, the items necessary to cause the Application to become Bona Fide. When space has been determined to be available, BellSouth will provide a comprehensive written response within thirty (30) business days of

receipt of a complete application. When multiple applications are submitted within a fifteen business day window, BellSouth will respond to the applications as soon as possible, but no later than the following: within thirty (30) business days for applications 1-5; within thirty-six (36) business days for applications 6-10; within forty-two (42) business days for applications 11-15. Response intervals for multiple applications submitted within the same timeframe for the same state in excess of 15 must be negotiated. All negotiations shall consider the total volume from all requests from telecommunications companies for collocation. The Application Response will detail whether the amount of space requested is available or if the amount of space requested is not available, the amount of space that is available. The response will also include the configuration of the space. When BellSouth's response includes an amount of space less than that requested by ICG or differently configured, ICG must amend its application to reflect the actual space available prior to submitting a Bona Fide Firm Order.

6.3 Bona Fide Firm Order. ICG shall indicate its intent to proceed with equipment installation in a BellSouth Central Office by submitting a Bona Fide Firm Order to BellSouth. A Bona Fide Firm Order requires ICG to complete the Application/Inquiry process described in Subsection 6.1, preceding, and submit the Expanded Interconnection Bona Fide Firm Order document (BSTEI-1P-F) indicating acceptance of the written application response provided by BellSouth ("Bona Fide Firm Order") and all appropriate fees. The Bona Fide Firm Order must be received by BellSouth no later than thirty (30) calendar days after BellSouth's response to ICG's Application/Inquiry. If ICG makes changes to its application in light of BellSouth's written Application Response, BellSouth will be required to re-evaluate and respond to the change(s). In this event, BellSouth's provisioning interval will not start until the re-evaluation and response to the change(s) is complete and the Bona Fide Firm Order is received by BellSouth and all appropriate fees and duties have been executed. If BellSouth needs to reevaluate ICG's application as a result of changes requested by ICG to ICG's original application, then BellSouth will charge ICG a fee based upon the additional engineering hours required to do the reassessment. Major changes such as requesting additional space or adding additional equipment may require ICG to resubmit the application with an application fee.

6.3.1 BellSouth will establish a firm order date, per request, based upon the date BellSouth is in receipt of a Bona Fide Firm Order. BellSouth will acknowledge the receipt of ICG's Bona Fide Firm Order within five (5) business days of receipt indicating that the Bona Fide Firm Order has been received. A BellSouth response to a Bona Fide Firm Order will include a Firm Order Confirmation containing the firm order date.

6.3.2 BellSouth will permit one accompanied site visit to ICG's designated collocation arrangement location after receipt of the Bona Fide Firm Order without charge to ICG.

6.3.3 Space preparation for the Collocation Space will not begin until BellSouth receives the Bona Fide Firm Order and all applicable fees.

6.3.4 ICG must submit to BellSouth the completed Access Control Request Form (RF-2906-A) for all employees or agents requiring access to the BellSouth Central Office a minimum of 30 calendar days prior to the date ICG desires access to the Collocation Space.

6.4 Construction and Provisioning Interval. BellSouth will negotiate construction and provisioning intervals per request on an individual case basis. Excluding the time interval



required to secure the appropriate government licenses and permits, BellSouth will use best efforts to complete construction for collocation arrangements under ordinary conditions as soon as possible and within a maximum of 90 business days from receipt of a complete and accurate Bona Fide Firm Order. Ordinary conditions are defined as space available with only minor changes to support systems required, such as but not limited to, HVAC, cabling and the power plant(s). Excluding the time interval required to secure the appropriate government licenses and permits, BellSouth will use best efforts to complete construction of all other collocation space ("extraordinary conditions") within 130 business days of the receipt of a complete and accurate Bona Fide Firm Order. Extraordinary conditions are defined to include but are not limited to major BellSouth equipment rearrangement or addition; power plant addition or upgrade; major mechanical addition or upgrade; major upgrade for ADA compliance; environmental hazard or hazardous materials abatement.

6.4.1 Joint Planning Meeting. Unless otherwise agreed to by the Parties, a joint planning meeting or other method of joint planning between BellSouth and ICG will commence within a maximum of 15 business days from BellSouth's receipt of a Bona Fide Firm Order and the payment of agreed upon fees. At such meeting, the Parties will agree to the preliminary design of the Collocation Space and the equipment configuration requirements as reflected in the Application and affirmed in the Bona Fide Firm Order. The Collocation Space Completion time period will be provided to ICG during the joint planning meeting or as soon as possible thereafter. BellSouth will complete all design work following the joint planning meeting.

6.4.2 Permits. Each Party or its agents will diligently pursue filing for the permits required for the scope of work to be performed by that Party or its agents within 7 business days of the completion of finalized construction designs and specifications.

6.4.3 Acceptance Walk Through. ICG and BellSouth will complete an acceptance walk through of each Collocation Space requested from BellSouth by ICG. BellSouth will correct any deviations to ICG's original or jointly amended requirements within five (5) business days after the walk through, unless the Parties jointly agree upon a different time frame. Prior to the time ICG is approved as a BellSouth Certified Vendor, BellSouth will allow ICG an additional visit, as a field trial at a security escort charge, to the collocation arrangement before the time ICG begins installation of the equipment.

6.5 Use of Certified Vendor. ICG shall select a vendor which has been approved as a BellSouth Certified Vendor to perform all engineering and installation work required in the Collocation Space. In some cases, ICG must select separate BellSouth Certified Vendors for transmission equipment, switching equipment and power equipment. BellSouth shall provide ICG with a list of Certified Vendors upon request. The Certified Vendor(s) shall be responsible for installing ICG's equipment and components, installing co-carrier cross connects, extending power cabling to the BellSouth power distribution frame, performing operational tests after installation is complete, and notifying BellSouth's equipment engineers and ICG upon successful completion of installation. The Certified Vendor shall bill ICG directly for all work performed for ICG pursuant to this Attachment and BellSouth shall have no liability for nor responsibility to pay such charges imposed by the Certified Vendor. BellSouth shall consider certifying ICG or any vendor proposed by ICG. When ICG applies to BellSouth to become a BellSouth certified vendor, the process of BellSouth certification shall be non-discriminatory and pursuant to procedures mutually agreed to by the Parties. Said procedures shall be incorporated herein by this reference.

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

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

6.8 Space Preparation. BellSouth shall pro rate the costs of any renovation or upgrade to Central Office space or support mechanisms which is required to accommodate physical collocation. ICG's pro rated share will be calculated by multiplying such cost by a percentage equal to the amount of square footage occupied by ICG divided by the total Central Office square footage receiving renovation or upgrade. For this section, support mechanisms provided by BellSouth may include, but not be limited to heating/ventilation/air conditioning (HVAC) equipment, HVAC duct work, cable support structure, fire wall(s), mechanical upgrade, asbestos abatement, or ground plane addition. Such renovation or upgrade will be evaluated and the charges assessed on a per Central Office basis. BellSouth will reimburse ICG in an amount equal to ICG reasonable, demonstrative and mitigated expenditures incurred as a direct result of delays to the completion and turnover dates caused by BellSouth.

6.9 Virtual Collocation Transition. BellSouth offers Virtual Collocation pursuant to the rates, terms and conditions set forth in its FCC Tariff No. 1. For the interconnection to BellSouth's network and access to BellSouth unbundled network elements, ICG may purchase 2-wire and 4-wire Cross-Connects as set forth in Exhibit A, and ICG may place within its Virtual Collocation arrangements the telecommunications equipment set forth in Section 5.1.

6.9.1 Upon ICG's submission of a physical collocation Application requesting the conversion of an ICG virtual collocation arrangement to a physical collocation arrangement ("Conversion Application"), BellSouth will evaluate each request and will advise ICG of its conversion options and the location of the physical collocation arrangement in BellSouth's written Application Response. The conversion will either change ICG's virtual collocation arrangement to a cageless physical collocation arrangement without the relocation of the arrangement ("V to P in place") or the conversion will require the relocation of the equipment arrangement to another location within the BellSouth Central Office premises ("V to P move").

6.9.2 The V to P in place conversion option will not be unreasonably withheld by BellSouth provided however that said option will not be available where local building codes do not allow cageless collocation; or where the BellSouth central office premises is located within a leased space and BellSouth is prohibited by lease from offering cageless collocation; or where ICG's virtual collocation arrangement is commingled with BellSouth equipment and adequate space is available for physical collocation elsewhere within the BellSouth central office premises; or where ICG requires an arrangement enclosure that cannot be accommodated in the existing virtual collocation arrangement space. For purposes of this subsection, commingled

means that the location of the ICG virtual arrangement bay(s) in the BellSouth lineup are such that BellSouth is not able to enclose its own equipment.

6.9.3 Concurrent with the submission of the Conversion Application, ICG will submit a fee of one-half of the full Application Fee set forth in Exhibit A. Said fee shall be interim and shall recover the costs associated with assessing the feasibility of an V to P in place conversion. BellSouth shall, within 90 days of the execution of this Agreement, develop and file with the appropriate state regulatory agency a TELRIC cost study to determine the Conversion Application Fee. Once the Conversion Application fee is determined by the state regulatory agency or otherwise agreed upon between the Parties, the Parties will amend this Agreement to incorporate the Conversion Application fee. If, after evaluation of the Conversion Application, BellSouth determines that ICG's request requires a V to P move, BellSouth shall so advise ICG in BellSouth's Application Response. The difference between the Conversion Application Fee and the full Application Fee set forth in Exhibit A and the other agreed upon fees required pursuant to section 6.3 shall be due from ICG upon its Bona Fide Firm Order of the V to P move conversion.

6.9.4 In regards to V to P in place conversions, ICG will arrange directly with its BellSouth certified vendor for any physical changes required to bring the virtual collocation arrangement into conformance with the cageless collocation requirements of this Attachment. BellSouth will charge ICG an administrative change charge equal to the TELRIC costs BellSouth actually incurs to complete administrative and billing records changes. ICG shall work cooperatively with BellSouth in completing any rearrangements or administrative changes required to execute the V to P in place conversion.

6.9.5 In regards to V to P move conversions, ICG will arrange directly with a BellSouth Certified Vendor to install the new physical collocation arrangement in the location designated by BellSouth and, once the cutover is complete, the BellSouth Certified Vendor will remove the ICG virtual collocation arrangement.

6.9.6 The provisioning interval for all V to P in place conversions as well as all V to P move conversions will be determined on a case-by-case basis. At the joint planning meeting required by section 6.4.1, BellSouth will provide an estimated timeline for the interval and work with ICG to coordinate the activities associated with the conversion. BellSouth will work cooperatively with ICG and will use its best efforts to implement the conversion as soon as possible within the intervals contained within section 6.4 of this Attachment.

6.9.7 Any work done prior to the appropriate state regulatory agency setting permanent rates for the rates marked as interim on Exhibit A will be trued up upon the establishment of permanent rates pursuant to section 7.7 of this Attachment.

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

6.11 Licenses. ICG, at its own expense, will be solely responsible for obtaining from governmental authorities, and any other appropriate agency, entity, or person, all rights,

privileges, and licenses necessary or required to operate as a provider of telecommunications services to the public or to occupy the Collocation Space.

## 7. RATES AND CHARGES

7.1 Non-recurring Fees. In addition to the Application Fee referenced in Section 6, preceding, ICG shall remit payment of a Cable Installation Fee and one-half (1/2) of the estimated Space Preparation Fee, as applicable, coincident with submission of a Bona Fide Firm Order. The outstanding balance of the actual Space Preparation Fee shall be due thirty (30) calendar days following ICG's receipt of a bill or invoice from BellSouth. Once the installation of the initial equipment arrangement is complete, a subsequent application fee may apply (as described in Subsection 7.4, when ICG requests a modification to the arrangement.

7.2 Documentation. BellSouth shall provide documentation to establish the actual Space Preparation Fee. The Space Preparation Fee will be pro rated as prescribed in Section 6, preceding.

7.3 Cable Installation. Cable Installation Fee(s) are assessed per entrance fiber placed.

7.4 Floor Space. The floor space charge includes reasonable charges for lighting, heat, air conditioning, ventilation and other allocated expenses associated with maintenance of the Central Office but does not include amperage necessary to power ICG's equipment. When the Collocation Space is enclosed, ICG shall pay floor space charges based upon the number of square feet so enclosed. When the Collocation Space is not enclosed, ICG shall pay floor space charges based upon the following floor space calculation:  $[(\text{depth of the equipment lineup in which the rack is placed}) + (0.5 \times \text{maintenance aisle depth}) + (0.5 \times \text{wiring aisle depth})] \times (\text{width of rack and spacers})$ . For purposes of this calculation, the depth of the equipment lineup shall consider the footprint of equipment racks plus any equipment overhang. BellSouth will assign unenclosed Collocation Space in conventional equipment rack lineups where feasible. In the event ICG's collocated equipment requires special cable racking, isolated grounding or other treatment which prevents placement within conventional equipment rack lineups, ICG shall be required to request an amount of floor space sufficient to accommodate the total equipment arrangement. Floor space charges are due beginning with the date on which BellSouth releases the Collocation Space for occupancy or on the date ICG first occupies the Collocation Space, whichever is sooner.

7.5 Power. BellSouth shall supply -48 Volt (-48V) DC power for ICG's Collocation Space within the central office premises and shall make available AC power at ICG's option for Adjacent Arrangement collocation.

7.5.1 Charges for -48V DC power will be assessed per ampere per month based upon the certified vendor engineered and installed power feed fused ampere capacity. Rates include redundant feeder fuse positions (A&B) and cable rack to ICG's equipment or space enclosure. When obtaining power from a BellSouth Battery Distribution Fuse Bay, fuses and power cables (A&B) must be engineered (sized), and installed by ICG's certified vendor. When obtaining power from a BellSouth Power Board, power cables (A&B) must be engineered (sized), and installed by ICG's certified power vendor. ICG's certified vendor must also provide

a copy of the engineering power specification prior to the Commencement Date. In the event BellSouth shall be required to construct additional DC power plant or upgrade the existing DC power plant in a Central Office as a result of ICG's request to collocate in that Central Office ("Power Plant Construction"), ICG shall pay its pro-rata share of costs associated with the Power Plant Construction. The determination of whether Power Plant Construction is necessary shall be within BellSouth's sole, but reasonable, discretion. BellSouth shall comply with all BellCore (Telcordia) and ANSI Standards regarding power cabling, including BellCore (Telcordia) Network Equipment Building System (NEBS) Standard GR-63-CORE. BellSouth will notify ICG of the need for the Power Plant Construction and will estimate the costs associated with the Power Plant Construction if BellSouth were to perform the Power Plant Construction. The costs of power plant construction shall be pro-rated and shared among all who benefit from that construction. ICG shall pay BellSouth one-half of its pro rata share of the estimated Power Plant Construction costs prior to commencement of the work. ICG shall pay BellSouth the balance due (actual cost less one-half of the estimated cost) within thirty (30) days of completion of the Power Plant Construction. ICG has the option to perform the Power Plant Construction itself; provided, however, that such work shall be performed by a BellSouth certified contractor and such contractor shall comply with BellSouth's guidelines and specifications. Where the Power Plant Construction results in construction of a new power plant room, upon termination of this Attachment ICG shall have the right to remove its equipment from the power plant room, but shall otherwise leave the room intact. Where the Power Plant Construction results in an upgrade to BellSouth's existing power plant, upon termination of this Attachment, such upgrades shall become the property of BellSouth.

7.5.2 Charges for AC power will be assessed per breaker ampere per month based upon the certified vendor engineered and installed power feed fused ampere capacity. Rates include the provision of commercial and standby AC power. When obtaining power from a BellSouth Service Panel, fuses and power cables must be engineered (sized), and installed by ICG's certified vendor. ICG's certified vendor must also provide a copy of the engineering power specification prior to the Commencement Date. Charges for AC power shall be assessed pursuant to the rates specified in Exhibit A. AC power voltage and phase ratings shall be determined on a per location basis.

7.6 Security Escort. A security escort will be required whenever ICG or its approved agent desires access to the entrance manhole or must have access to the Central Office Premises after the one accompanied site visit allowed pursuant to subsection 6.2.2 prior to completing BellSouth's Security Training requirements and/or prior to Space Acceptance. Rates for a security escort are assessed in one-half (1/2) hour increments according to the schedule appended hereto as Exhibit A. Security escorts are not required for ICG when ICG acts in its capacity as a certified vendor and upon ICG's compliance with the security requirements found in Sections 5.8 and 11 of Attachment.

7.7 Rate "True-Up." The Parties agree that the prices reflected as interim herein shall be "trued-up" (up or down) based on final prices either determined by further agreement or by final order, including any appeals, in a proceeding involving BellSouth before the regulatory authority for the state in which the services are being performed or any other body having jurisdiction over this agreement (hereinafter "Commission"). Under the "true-up" process, the interim price for each service shall be multiplied by the volume of that service purchased to arrive at the total interim amount paid for that service ("Total Interim Price"). The final price for that service shall be multiplied by the volume purchased to arrive at the total final amount due

("Total Final Price"). The Total Interim Price shall be compared with the Total Final Price. If the Total Final Price is more than the Total Interim Price, ICG shall pay the difference to BellSouth. If the Total Final Price is less than the Total Interim Price, BellSouth shall pay the difference to ICG. Each party shall keep its own records upon which a "true-up" can be based and any final payment from one party to the other shall be in an amount agreed upon by the Parties based on such records. In the event of any disagreement as between the records or the Parties regarding the amount of such "true-up," the Parties agree that the Commission shall be called upon to resolve such differences.

7.8 Other. If no rate is identified in the contract, the rate for the specific service or function will be negotiated by the parties upon request by either party. Payment of all other charges under this Attachment shall be due thirty (30) days after receipt of the bill (payment due date). ICG will pay a late payment charge of one and one-half percent (1-1/2%) assessed monthly on any balance which remains unpaid after the payment due date.

## 8. INSURANCE

8.1 ICG shall, at its sole cost and expense, procure, maintain, and keep in force insurance as specified in this Article VI and underwritten by insurance companies licensed to do business in the states applicable under this Attachment and having a BEST Insurance Rating of B ++ X (B ++ ten).

8.2 ICG shall maintain the following specific coverage:

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

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

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

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

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

coverage, BellSouth may pay the premiums thereon and seek reimbursement of same from ICG.

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

BellSouth Telecommunications, Inc.  
Attn.: Risk Management Coordinator  
600 N. 19<sup>th</sup> Street, 18B3  
Birmingham, Alabama 35203

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

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

## **9. MECHANICS LIENS**

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

## **10. INSPECTIONS**

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

## 11. SECURITY AND SAFETY REQUIREMENTS

11.1 Only BellSouth employees, BellSouth certified vendors and authorized employees, authorized Guests, pursuant to Section 3.3, preceding, or authorized agents of ICG will be permitted in the BellSouth Central Office. ICG shall provide its employees and agents with picture identification which must be worn and visible at all times while in the Collocation Space or other areas in or around the Central Office. The photo Identification card shall bear, at a minimum, the employee's name and photo, and the ICG name. BellSouth reserves the right to remove from its premises any employee of ICG not possessing identification issued by ICG. ICG shall hold BellSouth harmless for any damages resulting from such removal of its personnel from BellSouth premises. ICG shall be solely responsible for ensuring that any Guest of ICG is in compliance with all subsections of this Section 11.

11.1.1 ICG will be required, at its own expense, to conduct a statewide investigation of criminal history records for each ICG employee being considered for work on the BellSouth Central Office, for the states/counties where the ICG employee has worked and lived for the past five years. Where state law does not permit statewide collection or reporting, an investigation of the applicable counties is acceptable.

11.1.2 ICG will be required to administer to their personnel assigned to the BellSouth Central Office security training either provided by BellSouth, or meeting criteria defined by BellSouth.

11.1.3 ICG shall not assign to the BellSouth Central Office any personnel with records of felony criminal convictions. ICG shall not assign to the BellSouth Central Office any personnel with records of misdemeanor convictions, excluding traffic and traffic related offenses, without advising BellSouth of the nature and gravity of the offense(s) to the extent the information is known by ICG. BellSouth reserves the right to refuse building access to any ICG personnel who have been identified to have misdemeanor criminal convictions.

11.1.4 For each ICG employee requiring access to a BellSouth Central Office pursuant to this agreement, ICG shall furnish BellSouth, prior to an employee gaining such access, a notarized affidavit certifying that the aforementioned background check and security training were completed. The affidavit will contain a statement certifying no felony convictions were found and certifying that the security training was completed by the employee. If the employee's criminal history includes misdemeanor convictions, ICG will disclose the nature of the convictions to BellSouth at that time.

11.1.5 At BellSouth's request, ICG shall promptly remove from the BellSouth's premises any employee of ICG BellSouth does not wish to grant access to its premises pursuant to any investigation conducted by BellSouth. Within 20 days of ICG's removal of its employee, the Parties shall discuss the circumstances leading to the removal and BellSouth, if necessary, will review its decision.

11.2 Notification to BellSouth. BST reserves the right to interview ICG's employees, agents, or contractors. ICG and its contractors shall cooperate fully with BellSouth's investigation into allegations of wrongdoing or criminal conduct committed by or involving ICG's employees, agents, or contractors. Additionally, BellSouth reserves the right to bill ICG for all costs associated with investigations involving its employees, agents, or contractors if it can be



reasonably established that ICG's employees, agents, or contractors are responsible for the alleged act. BellSouth shall bill ICG for BellSouth property which is stolen or damaged where an investigation determines the culpability of ICG's employees, agents, or contractors. ICG shall notify BellSouth in writing immediately in the event that the CLEC discovers one of its employees already working on the BellSouth premises is a possible security risk. BellSouth reserves the right to permanently remove from its premises any employee of ICG identified as posing a security risk to BellSouth or any other CLEC, or having violated BellSouth policies set forth in the BellSouth CLEC Security Training. ICG shall hold BellSouth harmless for any damages resulting from such removal of its personnel from BellSouth premises.

11.3 Use of Supplies and Equipment. Unauthorized use of telecommunications equipment or supplies by either Party, whether or not used routinely to provide telephone service (e.g. plug-in cards) will be strictly prohibited and handled appropriately. Reasonable costs associated with such unauthorized use, including all associated investigative costs, may be charged to the offending Party if the investigation determines that the use of said telecommunications equipment or supplies was unauthorized.

11.4 Use of Official Lines by ICG Employees. Except for local calls necessary in the performance of their work, ICG employees shall not use the telephones on BellSouth Central Office. Charges for unauthorized telephone calls made by ICG's employees may be charged to ICG as may be all associated investigative costs. At BellSouth's request, ICG shall promptly and permanently remove from BellSouth's premises any employee of ICG found to be in violation of this rule.

11.5 Accountability. Full compliance with the Security requirements of this section shall in no way limit the accountability of any CLEC for the improper actions of its employees.

## 12. DESTRUCTION OF COLLOCATION SPACE

12.1 In the event a Collocation Space is wholly or partially damaged by fire, windstorm, tornado, flood or by similar causes to such an extent as to be rendered wholly unsuitable for ICG's permitted use hereunder, then either party may elect within ten (10) days after such damage, to terminate this Attachment, and if either party shall so elect, by giving the other written notice of termination, both parties shall stand released of and from further liability under the terms hereof. If the Collocation Space shall suffer only minor damage and shall not be rendered wholly unsuitable for ICG's permitted use, or is damaged and the option to terminate is not exercised by either party, BellSouth covenants and agrees to proceed promptly without expense to ICG, except for improvements not the property of BellSouth, to repair the damage. BellSouth shall have a reasonable time within which to rebuild or make any repairs, and such rebuilding and repairing shall be subject to delays caused by storms, shortages of labor and materials, government regulations, strikes, walkouts, and causes beyond the control of BellSouth, which causes shall not be construed as limiting factors, but as exemplary only. ICG may, at its own expense, accelerate the rebuild of its collocated space and equipment provided however that a certified vendor is used and the necessary space preparation has been completed. Rebuild of equipment must be performed by a BellSouth Certified Vendor. If ICG's acceleration of the project increases the cost of the project, then those additional charges will be incurred by ICG. Where allowed and where practical, ICG may erect a temporary facility while BellSouth rebuilds or makes repairs. In all cases where the Collocation Space shall be rebuilt or

repaired, ICG shall be entitled to an equitable abatement of rent and other charges, depending upon the unsuitability of the Collocation Space for ICG's permitted use, until such Collocation Space is fully repaired and restored and ICG's equipment installed therein (but in no event later than thirty (30) days after the Collocation Space is fully repaired and restored). Where ICG has placed an Adjacent Arrangement pursuant to section 3.4, ICG shall have the sole responsibility to repair or replace said Adjacent Arrangement provided herein. Pursuant to this section, BellSouth will restore the associated services to the Adjacent Arrangement.

### **13. EMINENT DOMAIN**

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

### **14. NONEXCLUSIVITY**

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

**EXHIBIT A: BELLSOUTH/ICG RATES - KENTUCKY  
PHYSICAL COLLOCATION**

Rates marked with an asterisk (\*) are interim and are subject to true-up.

USOC	Rate Element Description	Unit	Recurring Rate (RC)	Non-Recurring Rate (NRC)
PE1BA	Application Fee	Per Request	NA	\$9,926.72
PE1CA	Subsequent Application Fee (Note 1)	Per Request	NA	\$1600.00 Minimum
PE1BB	Space Preparation Fee (Note 2)			
	Mechanical / HVAC*	Per ton (one ton minimum)		\$2,100.00
	Ground Bar*	Per Connection		\$720.00
	Project Management*	Per arrangement		\$1,675.00
	Cable Racking/Fiber Duct	Per arrangement, per square foot		ICB
	Frame / Aisle lighting	Per arrangement, per square foot		ICB
	Framework Ground Conductors	Per arrangement		ICB
	Extraordinary Modifications	Per arrangement		ICB
PE1BW PE1CW	Space Enclosure (Note 3) <i>Prior to 6/1/99</i> Welded Wire-mesh Welded Wire-mesh	Per first 100 sq. ft. Per add'l 50 sq. ft.	\$201.02 \$20.42	NA NA
PE1PJ	Floor Space	Per square foot	\$5.00	NA
PE1BD	Cable Installation	Per Cable	NA	\$2,327.08
PE1PM	Cable Support Structure	Per entrance cable	\$24.23	NA
PE1PL	Power			
	-48V DC Power	Per amp	\$7.68	ICB
	120V AC Power single phase*	Per breaker amp	\$5.50	ICB
	240V AC Power single phase*	Per breaker amp	\$11.00	ICB
	120V AC Power three phase*	Per breaker amp	\$16.50	ICB
	277V AC Power three phase*	Per breaker amp	\$38.20	ICB

**EXHIBIT A: BELL SOUTH/ICG RATES - KENTUCKY  
PHYSICAL COLLOCATION (cont.)**

USOC	Rate Element Description	Unit	Recurring Rate (RC)	Non-Recurring Rate (NRC)
PE1P2 PE1P4 PE1P1 PE1P3 PE1F2 PE1F4	Cross Connects 2-wire 4-wire DS-1 DS-3 2-fiber 4-fiber	Per Cross Connect	\$ .31 \$.62 \$1.92 \$39.94 \$13.28 \$23.87	First / Additional \$54.21/\$51.07 \$54.23/\$50.96 \$99.23/\$69.15 \$97.48/\$66.90 \$73.00/\$52.00 \$88.00/\$67.00
	<b>Co-Carrier Cross-Connect (Note 5)</b>			
PE1ES Fiber	Fiber Arrangement Cable Support Structure	Per linear foot (existing)	\$0.06	NA
PE1DS Copper	Copper or Coaxial Arrangement	Per linear foot (existing)	\$0.03	NA
TBD	Cable Support Structure Construction	Per new construction	NA	ICB
PE1A1	Security Access System Security system New Access Card Activation Administrative change, existing card Replace lost or stolen card	Per Central Office Per Card Per Card Per Card	\$52.00	\$55.00 \$35.00 \$250.00
TBD	Space Availability Report	Per Central Office Requested	NA	\$550.00
	<b>POT Bay Arrangements Prior to 6/1/99</b>	Per Cross Connect		
PE1PE PE1PF PE1PG PE1PH PE1B2 PE1B4	2 Wire Cross-Connect 4 Wire Cross-Connect DS1 Cross-Connect DS3 Cross-Connect 2 Fiber Cross-Connect 4 Fiber Cross-Connect		\$0.06 \$0.15 \$0.58 \$4.51 \$32.94 \$44.42	NA NA NA NA NA NA
PE1BT PE1OT PE1PT	Security Escort Basic Time Overtime Premium Time	Per 1/2 hour/Additional Half-hour	NA NA NA	\$56.09/\$31.99 \$67.75/\$39.00 \$79.41/\$46.01

**EXHIBIT A: BELL SOUTH/ICG RATES - KENTUCKY  
PHYSICAL COLLOCATION (cont.)**

USOC	Rate Element Description	Unit	Recurring Rate (RC)	Non-Recurring Rate (NRC)
AEH	Additional Engineering Fee (Note 5)	Per request, First half hour/Add'l Half hour		First /Add'l Basic Time - \$31.00/\$22.00 Overtime - \$37.00/\$26.00

**Note(s):**

N/A refers to rate elements which do not have a negotiated rate.

- (1) **Subsequent Application Fee:** BellSouth requires the submission of an Application Fee for modifications to an existing arrangement. However, when the modifications do not require BellSouth to expend capital, BellSouth will assess the Subsequent Application Fee in lieu of the Application Fee. Proposed modifications that could result in assessment of a Subsequent Application Fee would cause BellSouth to analyze the following but are not limited to: floor loading changes, changes to HVAC requirements, power requirement changes which may result in a power plant upgrade, environmental or safety requirements, or equipment relocation. Should the Subsequent Application Fee not be included as part of this Attachment, ICG will be assessed the full Application Fee for all subsequent activity for completed arrangements.
- (2) **Space Preparation Fee:** The Space Preparation Fee is a one-time fee, assessed per arrangement, per location. It recovers the costs associated with the shared physical collocation area within a Central Office, which include survey, engineering, design and modification costs for network, building and support systems. In the event ICG opts for non-enclosed space, the space preparation fee will be assessed based on the total floor space dedicated to ICG as prescribed in Section 7 of the Collocation Attachment.
- (3) **Space Enclosure Fee:** For cages requested prior to June 1, 1999, the Space Enclosure Construction Fee is a one-time fee, assessed per enclosure, per location with a one-hundred (100) square foot minimum enclosure. It recovers costs associated with providing an optional equipment arrangement enclosure, which include architectural and engineering fees, materials, and installation costs. The cost for additional square feet is applicable only when ordered with the first 100 square feet and must be requested in fifty (50) square foot increments. ICG may, at its option, arrange with a BellSouth certified contractor to construct the space enclosure in accordance with BellSouth's guidelines and specifications. In this event, the contractor shall directly bill ICG for the space enclosure, and this fee shall not be applicable.
- (4) **Co-Carrier Cross-Connect.** As stated in Section 5 of the Collocation Attachment, ICG may connect to other CLECs within the designated Central Office in addition to, and not in lieu of, interconnection to BellSouth services and facilities. Where BellSouth must construct a cable rack structure to house the co-Carrier cross-connection, construction charges will be applied on an individual case basis. BellSouth shall provide an estimate of these charges in the Application Response. Where an existing cable rack structure is in place and has sufficient capacity to accommodate the co-Carrier cross-connection requested, the recurring charges as stated in this Exhibit A shall apply.
- (5) **Additional Engineering Fee:** BellSouth's additional engineering, and other labor costs associated with handling ICG-requested modifications to requests in progress or augmentations to existing arrangements shall be recovered as Additional Engineering charges, under provisions in BellSouth's FCC No. 1 Tariff, Sections 13.1 and 13.2. Should Additional Engineering rates not be included, ICG agrees not to make changes to collocation arrangement after a Bona Fide Firm Order is submitted.

## ENVIRONMENTAL AND SAFETY PRINCIPLES

The following principles provide basic guidance on environmental and safety issues when applying for and establishing Physical Collocation arrangements.

### 1. GENERAL PRINCIPLES

1.1 Compliance with Applicable Law. BellSouth and ICG agree to comply with applicable federal, state, and local environmental and safety laws and regulations including U.S. Environmental Protection Agency (USEPA) regulations issued under the Clean Air Act (CAA), Clean Water Act (CWA), Resource Conservation and Recovery Act (RCRA), Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), Superfund Amendments and Reauthorization Act (SARA), the Toxic Substances Control Act (TSCA), and OSHA regulations issued under the Occupational Safety and Health Act of 1970, as amended and NFPA and National Electrical Codes (NEC) and the NESC ("Applicable Laws"). Each party shall notify the other if compliance inspections are conducted by regulatory agencies and/or citations are issued that relate to any aspect of this agreement.

1.2 Notice. BellSouth and ICG shall provide notice to the other, including Material Safety Data Sheets (MSDSs), of known and recognized physical hazards or Hazardous Chemicals existing on site or brought on site. Each party is required to provide specific notice for known potential Imminent Danger conditions. ICG should contact 1-800-743-6737 for BellSouth MSDS sheets.

1.3 Practices/Procedures. BellSouth may make available additional environmental control procedures for ICG to follow when working at a BellSouth Premises (See Section 2, below). These practices/procedures will represent the regular work practices required to be followed by the employees and contractors of BellSouth for environmental protection. ICG will require its contractors, agents and others accessing the BellSouth Premises to comply with these practices. Section 2 lists the Environmental categories where BST practices should be followed by CLEC when operating in the BellSouth Premises.

1.4 Environmental and Safety Inspections. BellSouth reserves the right to inspect the ICG space with proper notification. BellSouth reserves the right to stop any ICG work operation that imposes Imminent Danger to the environment, employees or other persons in the area or Facility.

1.5 Hazardous Materials Brought On Site. Any hazardous materials brought into, used, stored or abandoned at the BellSouth Premises by ICG are owned by ICG. ICG will indemnify BellSouth for claims, lawsuits or damages to persons or property caused by these materials. Without prior written BellSouth approval, no substantial new safety or environmental hazards can be created by ICG or different hazardous materials used by ICG at BellSouth Facility. ICG must demonstrate adequate emergency response capabilities for its materials used or remaining at the BellSouth Facility.

1.6 Spills and Releases. When contamination is discovered at a BellSouth Premises, the party discovering the condition must notify BellSouth. All Spills or Releases of regulated materials will immediately be reported by ICG to BellSouth.

1.7 Coordinated Environmental Plans and Permits. BellSouth and ICG will coordinate plans, permits or information required to be submitted to government agencies, such as emergency response plans, spill prevention control and countermeasures (SPCC) plans and community reporting. If fees are associated with filing, BellSouth and ICG will develop a cost sharing procedure. If BellSouth's permit or EPA identification number must be used, ICG must comply with all of BellSouth's permit conditions and environmental processes, including environmental "best management practices (BMP)" (see Section 2, below) and/or selection of BST disposition vendors and disposal sites.

1.8 Environmental and Safety Indemnification. BellSouth and ICG shall indemnify, defend and hold harmless the other party from and against any claims (including, without limitation, third-party claims for personal injury or death or real or personal property damage), judgments, damages, (including direct and indirect damages, and punitive damages), penalties, fines, forfeitures, costs, liabilities, interest and losses arising in connection with the violation or alleged violation of any Applicable Law or contractual obligation or the presence or alleged presence of contamination arising out of the acts or omissions of the indemnifying party, its agents, contractors, or employees concerning its operations at the Facility.

## **2. CATEGORIES FOR CONSIDERATION OF ENVIRONMENTAL ISSUES**

When performing functions that fall under the following Environmental categories on BellSouth's Premises, ICG agrees to comply with the applicable sections of the current issue of BellSouth's Environmental and Safety Methods and Procedures (M&Ps), incorporated herein by this reference. ICG further agrees to cooperate with BellSouth to ensure that ICG's employees, agents, and/or subcontractors are knowledgeable of and satisfy those provisions of BellSouth's Environmental M&Ps which apply to the specific Environmental function being performed by ICG, its employees, agents and/or subcontractors.

The most current version of reference documentation must be requested from BellSouth.

## 2. Categories for Consideration of Environmental Issues (cont.)

ENVIRONMENTAL CATEGORIES	ENVIRONMENTAL ISSUES	ADDRESSED BY THE FOLLOWING DOCUMENTATION
Disposal of hazardous material or other regulated material (e.g., batteries, fluorescent tubes, solvents & cleaning materials)	Pollution liability insurance  EVET approval of contractor	Std T&C 450 GU-BTEN-001BT, Chapter 4 Std T&C 660-3 GU-BTEN-001BT, Chapter 10
Emergency response	Hazmat/waste release/spill firesafety emergency	GU-BTEN-001BT, Chapter Building Emergency Operations Plan (EOP) (specific to Premises)
Contract labor/outsourcing for services with environmental implications to be performed on BellSouth Premises (e.g., disposition of hazardous material/waste; maintenance of storage tanks)	Performance of services in accordance with BST's environmental M&Ps  Insurance	Std T&C 450 Std T&C 450-B (Contact E/S or your DEC/LDEC for copy of appropriate E/S M&Ps.) Std T&C 660
Transportation of hazardous material	Pollution liability insurance  EVET approval of contractor	Std T&C 450 GU-BTEN-001BT, Chapter 4 Std T&C 660-3 GU-BTEN-001BT, Chapter 10
Maintenance/operations work which may produce a waste  Other maintenance work	Protection of BST employees and equipment	Std T&C 450 GU-BTEN-001BT, Chapter 10 29CFR 1910.147  29CFR 1910 Subpart O
Janitorial services	All waste removal and disposal must conform to all applicable federal, state and local regulations  All HazMat & Waste Asbestos notification protection of BST employees and equipment	P&SM Manager - Procurement GU-BTEN-001BT, Chapter 4, GU-BTEN-001BT, Chapter 3 BSP 010-170-001BS (Hazcom)
Manhole cleaning	Pollution liability insurance  Manhole entry requirements  EVET approval of contractor	Std T&C 450 Std T&C 660-3 BSP 620-145-011PR Issue A, August 1996 GU-BTEN-001BT, Chapter 10 RL9706008BT
Removing or disturbing building materials that may contain asbestos	Asbestos work practices	GU-BTEN-001BT, Chapter 3



### 3. DEFINITIONS

Generator. Under RCRA, the person whose act produces a Hazardous Waste, as defined in 40 CFR 261, or whose act first causes a Hazardous Waste to become subject to regulation. The Generator is legally responsible for the proper management and disposal of Hazardous Wastes in accordance with regulations.

Hazardous Chemical. As defined in the U.S. Occupational Safety and Health (OSHA) hazard communication standard (29 CFR 1910.1200), any chemical which is a health hazard or physical hazard.

Hazardous Waste. As defined in section 1004 of RCRA.

Imminent Danger. Any conditions or practices at a facility which are such that a danger exists which could reasonably be expected to cause immediate death or serious harm to people or immediate significant damage to the environment or natural resources.

Spill or Release. As defined in Section 101 of CERCLA.

### 4. ACRONYMS

DEC/LDEC - Department Environmental Coordinator/Local Department Environmental Coordinator

GU-BTEN-001BT - BellSouth Environmental Methods and Procedures

EVET - Environmental Vendor Evaluation Team

P&SM - Property & Services Management

Std. T&C - Standard Terms & Conditions

NESC - National Electrical Safety Codes

**Attachment 5**  
**Access to Numbers and Number Portability**

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## ACCESS TO NUMBERS AND NUMBER PORTABILITY

### 1. **Non-Discriminatory Access to Telephone Numbers**

All the negotiated rates, terms and conditions set forth in this Attachment pertain to the provisioning of local number portability.

- 1.1 During the term of this Agreement, ICG shall contact Lockheed Martin for the assignment of numbering resources. In order to be assigned a Central Office Code, ICG will be required to complete the Central Office Code (NXX) Assignment Request and Confirmation Form (Code Request Form) in accordance with Industry Numbering Committee's Central Office Code (NXX) Assignment Guidelines (INC 95-0407-008).
- 1.2 For the purposes of the resale of BellSouth's telecommunications services by ICG, BellSouth will provide ICG with on line access to telephone numbers for reservation on a first come first served basis. Such reservations of telephone numbers, on a pre-ordering basis shall be for a period of nine (9) days. ICG acknowledges that there may be instances where there is a shortage of telephone numbers in a particular CLLIC and in such instances BellSouth may request that ICG cancel its reservations of numbers. ICG shall comply with such request.
- 1.3 Further, upon ICG request and for the purposes of the resale of BellSouth's telecommunications services by ICG, BellSouth will reserve up to 100 telephone numbers per Common Language Location Identifier Code (CLLIC), for ICG's sole use. Such telephone number reservations shall be transmitted to ICG via electronic file transfer. Such reservations shall be valid for ninety (90) days from the reservation date. ICG acknowledges that there may be instances where there is a shortage of telephone numbers in a particular CLLIC and in such instances BellSouth shall use its best efforts to reserve for a ninety (90) day period a sufficient quantity for ICG's reasonable need in that particular CLLIC.

### 2. **Number Portability Permanent Solution**

- 2.1 The FCC, the Commissions, and industry forums have developed and BellSouth is implementing a permanent approach to providing service provider number portability. Both Parties will implement a permanent approach as developed and approved by the Commission, the FCC and industry forums. Consistent with the requirements to move to Permanent Number Portability (PNP) as set forth in Section 5 of the Attachment, Interim Service Provider Number Portability (SPNP) may be available only until such permanent solution is implemented in an end office.
- 2.2 End User Line Charge. Recovery of charges associated with implementing PNP through a monthly charge assessed to end users has been authorized by the FCC.

This end user line charge will be as filed in FCC No. 1 and will be billed to ICG where ICG is a subscriber to local switching or where ICG is a reseller of BellSouth telecommunications services. This charge will not be discounted.

### **3. Service Provider Number Portability**

3.1 Definition. Until the industry-wide permanent solution is implemented in an end office, BellSouth shall provide Service Provider Number Portability ("SPNP"). SPNP is an interim service arrangement whereby an end user who switches subscription of his local exchange service from BellSouth to a CLEC, or vice versa, is permitted to retain the use of his existing assigned telephone number, provided that the end user remains at the same location for his local exchange service or changes locations and service providers but stays within the same serving wire center of his existing number.

3.2 Methods of Providing Number Portability. SPNP is available through either remote call forwarding or direct inward dialing trunks, at the election of ICG. Remote call forwarding (SPNP-RCF) is an existing switch-based BellSouth service that redirects calls within the telephone network. Direct inward dialing trunks (SPNP-DID) allow calls to be routed over a dedicated facility to the ICG switch that serves the subscriber.

3.3 Signaling Requirements. SS7 Signaling is required for the provision of SPNP services. SPNP-DID is available from BellSouth on a per DS0, DS1, or DS3 basis. Where SPNP-DID is technically feasible and is provided on a DS1 or a DS3 basis, the applicable channelization rates are those specified in Section E6 in BellSouth's Intrastate Access Tariffs, incorporated herein by this reference. SPNP is available only for basic local exchange service.

#### 3.4 Rates

Rates for SPNP are set out in Exhibit A to this Attachment. If no rate is identified in the contract, the rate for the specific service or function will be as set forth in applicable BellSouth tariff or as negotiated by the Parties upon request by either Party.

### **4. SPNP Implementation**

4.1 SPNP is available only where a CLEC or BellSouth is currently providing, or will begin providing concurrent with provision of SPNP, basic local exchange service to the affected end user. SPNP for a particular telephone number is available only from the central office originally providing local exchange service to the end user. SPNP for a particular assigned telephone number will be disconnected when any end user, Commission, BellSouth, or CLEC initiated activity (*e.g.*, a change in exchange boundaries) would normally result in a telephone number change had the end user retained his initial local exchange service.

- 4.2 SPNP-RCF, as contemplated by this Agreement, is a telecommunications service whereby a call dialed to an SPNP-RCF equipped telephone number is automatically forwarded to an assigned seven- or ten- digit telephone number within the local calling area as defined in BellSouth's General Subscriber Services Tariff. The forwarded-to number shall be specified by the CLEC or BellSouth, as appropriate. The forwarding Party will provide identification of the originating telephone number, via SS7 signaling, to the receiving Party. Identification of the originating telephone number to the SPNP-RCF end user cannot be guaranteed, however. SPNP-RCF provides a single call path for the forwarding of no more than one simultaneous call to the receiving Party's specified forwarded-to number.
- 4.3 SPNP-DID service, as contemplated by this Agreement, provides trunk side access to end office switches for direct inward dialing to the other Party's premises equipment from the telecommunications network to lines associated with the other Party's switching equipment and must be provided on all trunks in a group arranged for inward service. A SPNP-DID trunk termination charge, provided with SS7 Signaling only, applies for each trunk voice grade equivalent. In addition, direct facilities are required from the end office where a ported number resides to the end office serving the ported end user customer. The rates for a switched local channel and switched dedicated transport apply as contained in BellSouth's Intrastate Access Services tariff, as said tariff is amended from time to time. Transport mileage will be calculated as the airline distance between the end office where the number is ported and the Point of Interface ("POI") using the V&H coordinate method. SPNP-DID must be established with a minimum configuration of two channels and one unassigned telephone number per switch, per arrangement for control purposes. Transport facilities arranged for SPNP-DID may not be mixed with any other type of trunk group, with no outgoing calls placed over said facilities. SPNP-DID will be provided only where such facilities are available and where the switching equipment of the ordering Party is properly equipped. Where SPNP-DID service is required from more than one wire center or from separate trunk groups within the same wire center, such service provided from each wire center or each trunk group within the same wire center shall be considered a separate service. Only customer-dialed sent-paid calls will be completed to the first number of a SPNP-DID number group; however, there are no restrictions on calls completed to other numbers of a SPNP-DID number group. Interface group arrangements provided for terminating the switched transport at the Party's terminal location are as set forth in of BellSouth's Intrastate Access Services Tariff, § E6.1.3.A as amended from time to time.
- 4.3.1 SPNP-DID Service requires ordering consecutive telephone numbers in blocks of twenty. To order non-consecutive telephone numbers or telephone numbers in less than blocks of twenty, the NBR process must be used. SS7 Signaling is required for the provision of either of these services.
- 4.4 The calling Party shall be responsible for payment of the applicable charges for sent-paid calls to the SPNP number. For collect, third-party, or other operator-assisted

non-sent paid calls to the ported telephone number, BellSouth or ICG shall be responsible for the payment of charges under the same terms and conditions for which the end user would have been liable for those charges. Either Party may request that the other block collect and third party non-sent paid calls to the SPNP-assigned telephone number. If a Party does not request blocking, the other Party will provide itemized local usage detail for the billing of non-sent paid calls on the monthly bill of usage charges provided at the individual end user account level. The detail will include itemization of all billable usage. Each Party shall have the option of receiving this usage data on a daily basis via a data file transfer arrangement. This arrangement will utilize the existing industry uniform standard, known as EMR standards, for exchange of billing data. Files of usage data will be created daily for the optional service. Usage originated and recorded in the sending BellSouth RAO will be provided in unrated or rated format, depending on processing system. CLEC usage originated elsewhere and delivered via CMDS to the sending BellSouth RAO shall be provided in rated format.

- 4.5 Each Party shall be responsible for obtaining authorization from the end user for the handling of the disconnection of the end user's service, the provision of new local service and the provision of SPNP services. Each Party shall be responsible for coordinating the provision of service with the other to assure that its switch is capable of accepting SPNP ported traffic. Each Party shall be responsible for providing equipment and facilities that are compatible with the other's service parameters, interfaces, equipment and facilities and shall be required to provide sufficient terminating facilities and services at the terminating end of an SPNP call to adequately handle all traffic to that location and shall be solely responsible to ensure that its facilities, equipment and services do not interfere with or impair any facility, equipment, or service of the other Party or any of its end users. In the event that either Party determines in its reasonable judgment that the other Party will likely impair or is impairing, or interfering with any equipment, facility or service or any of its end users, that Party may either refuse to provide SPNP service or may terminate SPNP service to the other Party after providing appropriate notice.
- 4.6 Each Party shall be responsible for providing an appropriate intercept announcement service for any telephone numbers subscribed to SPNP services for which it is not presently providing local exchange service or terminating to an end user. Where either Party chooses to disconnect or terminate any SPNP service, that Party shall be responsible for designating the preferred standard type of announcement to be provided.
- 4.7 Each Party shall be the other Party's single point of contact for all repair calls on behalf of each Party's end user. Each Party reserves the right to contact the other Party's customers if deemed necessary for maintenance purposes.
- 4.8 Neither Party shall be responsible for adverse effects on any service, facility or equipment from the use of SPNP services. End-to-end transmission characteristics may vary depending on the distance and routing necessary to complete calls over

SPNP facilities and the fact that another carrier is involved in the provisioning of service. Therefore, end-to-end transmission characteristics cannot be specified by either Party for such calls. Neither Party shall be responsible to the other if any necessary change in protection criteria or in any of the facilities, operation, or procedures of either renders any facilities provided by the other Party obsolete or renders necessary modification of the other Party's equipment.

- 4.9 For terminating IXC traffic ported to either Party which requires use of either Party's tandem switching, the tandem provider will bill the IXC tandem switching, the interconnection charge, and a portion of the transport, and the other Party will bill the IXC local switching, the carrier common line and a portion of the transport. If the tandem provider is unable to provide the necessary access records to permit the other Party to bill the IXC directly for terminating access to ported numbers, then the tandem provider will bill the IXC full terminating switched access charges at the tandem provider's rate and will compensate the other Party at the tandem Party's tariff rates via a process used by BellSouth to estimate the amount of ported switched access revenues due the other Party. If an intraLATA toll call is delivered, the delivering Party will pay terminating access rates to the other Party. This subsection does not apply in cases where SPNP-DID is utilized for number portability.

## 5. Transition to Permanent Number Portability

- 5.1 Once a PNP is implemented in an end office both Parties must withdraw their SPNP offerings. The transition from existing SPNP arrangements to PNP shall occur within one hundred twenty (120) days from the date PNP is implemented in the end office. Neither Party shall charge the other Party for conversion from SPNP to PNP. The Parties shall comply with any SPNP/PNP transition processes established by the FCC and State commissions and appropriate industry number portability work groups.
- 5.2 Notwithstanding the foregoing, the Parties acknowledge that the FCC has determined once LNP has been deployed pursuant to the FCC's orders, rules and regulations, that all local exchange carriers (LECs) have the duty to provide LNP. Therefore, either Party, at any time, may seek appropriate legal or regulatory relief concerning the transition from INP to LNP or other related issues.

## 6. Operational Support System (OSS) Rates

BellSouth has developed and made available the following mechanized systems by which ICG may submit LSRs electronically.

LENS	Local Exchange Navigation System
EDI	Electronic Data Interface
EDI-PC	Electronic Data Interface – Personal Computer
TAG	Telecommunications Access Gateway

LSRs submitted by means of one of these interactive interfaces will incur an OSS electronic ordering charge as specified in the table below. An individual LSR will be



identified for billing purposes by its Purchase Order Number (PON). LSRs submitted by means other than one of these interactive interfaces (mail, fax, courier, etc.) will incur a manual order charge as specified in the table below:

OPERATIONAL SUPPORT SYSTEMS	KY
OSS LSR charge, per LSR received from ICG by one of the OSS interactive interfaces	\$3.50 SOMEK
Incremental charge per LSR received from ICG by means other than one of the OSS interactive interfaces	\$19.99 SOMAN

Note: In addition to the OSS charges, applicable discounted service order and related discounted charges apply per the tariff.

Denial/Restoral OSS Charge

In the event ICG provides a list of customers to be denied and restored, rather than an LSR, each location on the list will require a separate PON and, therefore will be billed as one LSR per location.

Cancellation OSS Charge

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

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

Threshold Billing Plan

The Parties agree that ICG will incur the mechanized rate for all LSRs, both mechanized and manual, if the percentage of mechanized LSRs to total LSRs **meets or** exceeds the threshold percentages shown below:

Year	Ratio: Mechanized/Total LSRs
1999	70%
2000	80%
2001	90%

The threshold plan will be discontinued in 2002.

BellSouth will track the total LSR volume for each CLEC for each quarter. At the end of that time period, a Percent Electronic LSR calculation will be made for that quarter based on the LSR data tracked in the LCSC. If this percentage exceeds the threshold volume, all of that CLEC's future manual LSRs will be billed at the mechanized LSR rate. To allow time for obtaining and analyzing the data and updating the billing system, this billing change will take place on the first day of the second month following the end of the quarter (e.g. May 1 for 1Q, Aug 1 for 2Q, etc.). There will be no adjustments to the amount billed for previously billed LSRs.

BELLSOUTH/ICG RATES  
SERVICE PROVIDER  
NUMBER PORTABILITY

Rates		
DESCRIPTION	USOC	KY
<b>INTERIM SERVICE PROVIDER NUMBER PORTABILITY - RCF (1)</b>		
RCF, per number ported (Business Line), 10 paths	TNPBL	NA
RCF, per number ported (Residence Line), 6 paths	TNPRL	NA
RCF, per number ported (Business Line)	TNPBL	NA
NRC	TNPBL	NA
NRC - Disconnect Charge	TNPBL	NA
RCF, per number ported (Residence Line)	TNPRL	NA
NRC	TNPRL	NA
NRC - Disconnect Charge	TNPRL	NA
RCF, add'l capacity for simultaneous call forwarding, per additional path	N/A	NA
RCF, per service order, per location	(++) Bus = TNPBD Res = TNPRD	
NRC - 1st	TNP++	NA
NRC - Add'l	TNP++	NA
NRC - Disconnect - 1st	TNP++	NA
NRC - Disconnect - Add'l	TNP++	NA
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	NA
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	NA
NRC - Incremental Charge - Manual Service Order - Disconnect - 1st	SOMAN	NA
NRC - Incremental Charge - Manual Service Order - Disconnect - Add'l	SOMAN	NA
<b>INTERIM SERVICE PROVIDER NUMBER PORTABILITY - DID</b>		
DID per number ported, Residence - NRC	TNPDR	NA
DID per number ported, Residence - NRC - Disconnect	TNPDR	NA
DID per number ported, Business - NRC	TNPDB	NA
DID per number ported, Business - NRC - Disconnect	TNPDB	NA
DID per service order, per location		
NRC - 1st	TNPRD	NA
NRC - Add'l	TNPRD	NA
NRC - Disconnect - 1st	TNPRD	NA
NRC - Disconnect - Add'l	TNPRD	NA
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	NA
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	NA
NRC - Incremental Charge - Manual Service Order - Disconnect - 1st	SOMAN	NA
NRC - Incremental Charge - Manual Service Order - Disconnect - Add'l	SOMAN	NA
DID, per trunk termination, Initial	TNPT2	NA
DID, per trunk termination, Initial - NRC	TNPT2	NA
DID, per trunk termination, Initial - Disconnect	TNPT2	NA
DID, per trunk termination, Subsequent	TNPT2	NA
DID, per trunk termination, Subsequent - NRC	TNPT2	NA
DID, per trunk termination, Subsequent - Disconnect	TNPT2	NA
<b>NOTES:</b>		
If no rate is identified in the contract, the rate for the specific service or function will be as set forth in applicable BellSouth tariff or as negotiated by the upon request of either Party.		
1 BellSouth and ICG will each bear their own costs of providing RCF as an interim number portability option.		

**Attachment 6**  
**Ordering and Provisioning**

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## ORDERING AND PROVISIONING

### 1. Quality of Ordering and Provisioning

All the negotiated terms and conditions set forth in this Attachment pertain to ordering and provisioning.

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

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

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

Saturday: 8:00 AM - 5:00 PM location time (excluding holidays)  
(Resale/Network Element non-coordinated orders)

Times are either Eastern or Central time based on the location of the work being performed.

1.3 All other ICG requests for provisioning and installation services are considered outside of the normal hours of operation and may be performed subject to the application of overtime billing charges.

### 2. Access to Operational Support Systems

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

2.2 Pre-Ordering. BellSouth provides electronic access to the following pre-ordering functions: service address validation, telephone number selection, service and feature availability, due date information, and upon Commission approval of confidentiality protections, to customer record information. Access is provided through the Local

Exchange Navigation System (LENS) and the Telecommunications Access Gateway (TAG). Customer record information includes Customer Record Information but is not limited to, customer specific information in CRIS and RSAG. In addition, ICG shall provide to BellSouth access to customer record information including electronic access where available. Otherwise, ICG shall provide paper copies of customer record information within a reasonable period of time upon request by BellSouth. Customer Record Information is equivalent to but not limited to the type of customer specific information contained in CRIS and RSAG. The parties agree not to view, copy, or otherwise obtain access to the customer record information of any customer without that customer's permission and further agrees that ICG and BellSouth will obtain access to customer record information only in strict compliance with applicable laws, rules, or regulations of the State in which the service is provided.

- 2.3 Service Ordering and Provisioning. BellSouth provides electronic options for the exchange of ordering and provisioning information. BellSouth provides an Electronic Data Interchange (EDI) arrangement for resale requests and certain network elements and other services. The EDI interface can be integrated with the TAG pre-ordering interface by ICG. As an alternative to the EDI arrangement, BellSouth also provides ordering and provisioning capability through TAG that can be integrated with the TAG preordering capability by ICG. Also, as an alternative, BellSouth provides integrated pre-ordering, ordering and provisioning capability through the LENS interface.
- 2.4 Service Trouble Reporting and Repair. Service trouble reporting and repair allows ICG to report and monitor service troubles and obtain repair services. BellSouth shall offer ICG service trouble reporting in a non-discriminatory manner that provides ICG the equivalent ability to report and monitor service troubles that BellSouth provides to itself. BellSouth also provides ICG an estimated time to repair, an appointment time or a commitment time, as appropriate, on trouble reports. BellSouth provides two options for electronic trouble reporting. For exchange services, BellSouth offers ICG access to the Trouble Analysis Facilitation Interface (TAFI). For individually designed services, BellSouth provides electronic trouble reporting through an electronic communications gateway. If ICG requests BellSouth to repair a trouble after normal working hours, ICG will be billed the appropriate overtime charges associated with this request pursuant to BellSouth's tariffs.
- 2.5 Migration of ICG to New BellSouth Software Releases for National Standard Machine-to-Machine Electronic Interfaces. BellSouth will issue new software releases for new national standards its national standard, machine-to-machine electronic interfaces as needed to improve operations and meet standards and regulatory requirements. When a new release of new national standards is implemented, BellSouth will continue to support both the new release (N) and the prior release (N-1). When BellSouth makes the next release (N+1), BellSouth will eliminate support for the (N-1) release and support the two newest releases (N and N+1). Thus, BellSouth will always support the two most current releases. BellSouth

will issue documents to ICG with sufficient notice to allow ICG to make the necessary changes to their systems and operations to migrate to the newest release in a timely fashion.

- 2.6 Rates. All costs incurred by BellSouth to develop and implement operational interfaces shall be recovered from the carriers who utilize the services. Charge for use of Operational Support Systems shall be as set forth in Attachments 1 and 2 of this Agreement.

**3. Miscellaneous Ordering and Provisioning Guidelines**

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

- 3.2 Single Point of Contact. ICG will be the single point of contact with BellSouth for ordering activity for network elements and other services used by ICG to provide services to its end users, except that BellSouth may accept an order directly from another CLEC, or BellSouth, acting with authorization of the affected end user. ICG and BellSouth shall each execute a blanket letter of authorization with respect to customer orders. The Parties shall each be entitled to adopt their own internal processes for verification of customer authorization for orders, provided, however, that such processes shall comply with applicable state and federal law including, until superseded, the FCC guidelines and orders applicable to Presubscribed Interexchange Carrier (PIC) changes including Un-PIC. Pursuant to such an order, BellSouth may disconnect any network element associated with the service to be disconnected and being used by ICG to provide service to that end user and reuse such network elements or facilities to enable such other LEC to provide service to the end user. BellSouth will notify ICG that such an order has been processed, but will not be required to notify ICG in advance of such processing.

- 3.3 Use of Facilities. When a customer of a CLEC elects to discontinue service and transfer service to another local exchange carrier, including BellSouth, BellSouth shall have the right to reuse the facilities provided to CLEC by BellSouth for retail or resale service, loop and/or port for that customer. In addition, BellSouth may disconnect and reuse facilities when the facility is in a denied state and BellSouth has received an order to establish new service or transfer of service from a customer or a customer's CLEC at the same address served by the denied facility.

- 3.3.1 Upon receipt of a service order, BellSouth will do the following:

- 3.3.1.1 Process disconnect and reconnect orders to provision the service which shall be due dated using current interval guidelines.

- 3.3.1.2 Reuse the serving facility for the retail, resale service, or network element at the same location.
- 3.3.1.3 Notify ICG subsequent to the disconnect order being completed.
- 3.4 Contact Numbers. The Parties agree to provide one another with toll-free contact numbers for the purpose of ordering, provisioning and maintenance of services.
- 3.5 Subscription Functions. In cases where BellSouth performs subscription functions for an inter-exchange carrier (i.e. PIC and LPIC changes via Customer Account Record Exchange (CARE)), BellSouth will provide the affected inter-exchange carriers with the Operating Company Number (OCN) of the local provider for the purpose of obtaining end user billing account and other end user information required under subscription requirements.
- 3.6 Cancellation Charges. If ICG cancels an order for network elements or other services, any costs incurred by BellSouth in conjunction with the provisioning of that order will be recovered in accordance with FCC No. 1 Tariff, Section 5.4.



**Attachment 7**  
**Billing and Billing Accuracy Certification**

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**Rates.....Exhibit A**

## BILLING AND BILLING ACCURACY CERTIFICATION

### 1. **Payment and Billing Arrangements**

All negotiated rates, terms and conditions set forth in this Attachment pertain to billing and billing accuracy certifications.

1.1 **Billing.** BellSouth agrees to provide billing through the Carrier Access Billing System (CABS) and through the Customer Records Information System (CRIS) depending on the particular service(s) that ICG requests. BellSouth will bill and record in accordance with this Agreement those charges ICG incurs as a result of ICG purchasing from BellSouth Network Elements and Other Services as set forth in this Agreement. BellSouth will format all bills in CBOS Standard or CLUB/EDI format, depending on the type of service ordered. For those services where standards have not yet been developed, BellSouth's billing format will change as necessary when standards are finalized by the industry forum.

1.1.1 For any service(s) BellSouth orders from ICG, ICG shall bill BellSouth in CABS format.

1.1.2 If either Party requests multiple billing media or additional copies of bills, the Billing Party will provide these at a reasonable cost.

1.2 **Master Account.** After receiving certification as a local exchange company from the appropriate regulatory agency, ICG will provide the appropriate BellSouth account manager the necessary documentation to enable BellSouth to establish a master account for Local Interconnection, Network Elements and Other Services, and/or resold services. Such documentation shall include the Application for Master Account, proof of authority to provide telecommunications services, an Operating Company Number ("OCN") assigned by the National Exchange Carriers Association ("NECA"), Carrier Identification Code (CIC), Group Access Code (GAC), Access Customer Name and Address (ACNA) and a tax exemption certificate, if applicable.

1.3 **Payment Responsibility.** Payment of all charges will be the responsibility of ICG. ICG shall make payment to BellSouth for all services billed. BellSouth is not responsible for payments not received by ICG from ICG's customer. BellSouth will not become involved in billing disputes that may arise between ICG and its customer. Payments made to BellSouth as payment on account will be credited to an accounts receivable master account and not to an end user's account.

1.4 **Payment Due.** The payment will be due by the next bill date (i.e., same date in the following month as the bill date) and is payable in immediately available funds. Payment is considered to have been made when received by BellSouth.

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

- 1.5 Tax Exemption. Upon proof of tax exempt certification from ICG, the total amount billed to ICG will not include those taxes or fees for which the CLEC is exempt. ICG will be solely responsible for the computation, tracking, reporting and payment of all taxes and like fees associated with the services provided to the end user of ICG.
- 1.6 Late Payment. If any portion of the payment is received by either Party after the payment due date as set forth preceding, or if any portion of the payment is received by either Party in funds that are not immediately available, then a late payment penalty shall be due. The late payment penalty shall be the portion of the payment not received by the payment due date times a late factor and will be applied on a per bill basis. The late factor shall be as set forth in Section A2 of the BellSouth General Subscriber Services Tariff, Section B2 of the BellSouth Private Line Service Tariff or Section E2 of the BellSouth Intrastate Access Tariff, whichever the Party determines is appropriate. A fee for all returned checks as set forth in Section A2 of the BellSouth General Subscriber Services Tariff or in applicable state law.
- 1.7 Discontinuing Service to ICG. The procedures for discontinuing service to ICG are as follows:
- 1.7.1 BellSouth reserves the right to suspend or terminate service for nonpayment or in the event of prohibited, unlawful or improper use of BellSouth facilities or service or any other violation or noncompliance by ICG of the rules and regulations contained in BellSouth's tariffs.
- 1.7.2 If payment of account is not received by the bill day in the month after the original bill day, BellSouth may provide written notice to ICG that additional applications for service will be refused and that any pending orders for service will not be completed if payment is not received by the fifteenth day following the date of the notice. In addition, BellSouth may, at the same time, give thirty days notice to ICG at the billing address to discontinue the provision of existing services to ICG at any time thereafter.
- 1.7.3 In the case of such discontinuance, all billed charges, as well as applicable termination charges, shall become due.
- 1.7.4 If BellSouth does not discontinue the provision of the services involved on the date specified in the thirty days notice and ICG's noncompliance continues, nothing

contained herein shall preclude BellSouth's right to discontinue the provision of the services to ICG without further notice.

1.7.5 If payment is not received or satisfactory arrangements made for payment by the date given in the written notification, ICG's services will be discontinued. Upon discontinuance of service on ICG's account, service to the ICG's end users will be denied. BellSouth will reestablish service at the request of the end user or ICG for BellSouth to reestablish service upon payment of the appropriate connection fee and subject to BellSouth's normal application procedures. ICG is solely responsible for notifying the end user of the proposed service disconnection. If within fifteen days after an end user's service has been denied and no arrangements to reestablish service have been made consistent with this subsection, the end user's service will be disconnected.

1.8 Deposit Policy. When purchasing services from BellSouth, ICG will be required to complete the BellSouth Credit Profile and provide information regarding credit worthiness. Based on the results of the credit analysis, the Company reserves the right to secure the account with a suitable form of security deposit. Such security deposit shall take the form of cash, an Irrevocable Letter of Credit (BellSouth form), Surety Bond (BellSouth form) or in its sole discretion some other form of security. Any such security deposit shall in no way release the customer from his obligation to make complete and timely payments of his bill. Such security shall be required prior to the inauguration of service. If, in the sole opinion of the Company, circumstances so warrant and/or gross monthly billing has increased beyond the level initially used to determine the level of security, the Company reserves the right to request additional security and/or file a Uniform Commercial Code (UCC1) security interest in ICG's "accounts receivables and proceeds." Interest on a security deposit, if provided in cash, shall accrue and be paid in accordance with the terms in the appropriate BellSouth tariff.

1.9 Rates. Rates for Optional Daily Usage File (ODUF), Enhanced Optional Daily Usage File (EODUF), Access Daily Usage File (ADUF), and Centralized Message Distribution Service (CMD5) are set out in Exhibit A to this Attachment. If no rate is identified in the contract, the rate for the specific service or function will be as set forth in applicable BellSouth tariff or as negotiated by the Parties upon request by either Party.

## **2. Billing Accuracy Certification**

2.1 Upon request, BellSouth and ICG will agree upon a billing quality assurance program for all billing elements covered in this Agreement that will eliminate the need for post-billing reconciliation. Appropriate terms for access to any BellSouth documents, systems, records, and procedures for the recording and billing of charges will be part of that program.

- 2.2 As part of the billing quality assurance program, BellSouth and ICG will develop standards, measurements, and performance requirements for a local billing measurements process. On a regular basis BellSouth will provide ICG with mutually agreed upon performance measurement data that substantiates the accuracy, reliability, and integrity of the billing process for local billing. In return, ICG will pay all bills received from BellSouth in full by the payment due date.
- 2.3 Local billing discrepancies will be addressed in an orderly manner via a mutually agreed upon billing exemption process.
- 2.3.1 Each Party agrees to notify the other Party upon identifying a billing discrepancy. The Parties shall endeavor to resolve any billing discrepancy within sixty (60) calendar days of the notification date. A mutually agreed upon escalation process will be established for resolving local billing discrepancies as part of the billing quality assurance program.
- 2.3.2 Closure of a specific billing period will occur by joint agreement of the Parties whereby the Parties agree that such billing period is closed to any further analysis and financial transactions except those resulting from regulatory mandates. Closure will take place within a mutually agreed upon time interval from the Bill Date. The month being closed represents those charges that were billed or should have been billed by the designated Bill Date.

### **3. Billing Disputes**

- 3.1 Where the Parties have not agreed upon a billing quality assurance program, billing disputes shall be handled pursuant to the terms of this section.
- 3.1.1 Each Party agrees to notify the other Party in writing upon the discovery of a billing dispute. In the event of a billing dispute, the Parties will endeavor to resolve the dispute within sixty (60) calendar days of the notification date.
- 3.2 If a Party disputes a charge and does not pay such charge by the payment due date, or if a payment or any portion of a payment is received by either Party after the payment due date, or if a payment or any portion of a payment is received in funds which are not immediately available to the other Party, then a late payment penalty shall be assessed. For bills rendered by either Party for payment, the late payment charge for both Parties shall be calculated based on the portion of the payment not received by the payment due date times the late factor as set forth in the following BellSouth tariffs: for services purchased from the General Subscribers Services Tariff for purposes of resale and for ports and non-designed loops, Section A2 of the General Subscriber Services Tariff; for services purchased from the Private Line Tariff for

purposes of resale, Section B2 of the Private Line Service Tariff; and for network elements and other services and local interconnection charges, Section E2 of the Access Service Tariff. In no event, however, shall interest be assessed by either Party on any previously assessed late payment charges. The Parties shall assess interest on previously assessed late payment charges only in a state where it has the authority pursuant to its tariffs.

**4. RAO Hosting**

- 4.1 RAO Hosting, Calling Card and Third Number Settlement System (CATS) and Non-Intercompany Settlement System (NICS) services provided to ICG by BellSouth will be in accordance with the methods and practices regularly adopted and applied by BellSouth to its own operations during the term of this Agreement, including such revisions as may be made from time to time by BellSouth.
- 4.2 ICG shall furnish all relevant information required by BellSouth for the provision of RAO Hosting, CATS and NICS.
- 4.3 Compensation amounts, if applicable, will be billed by BellSouth to ICG on a monthly basis in arrears. Amounts due from one Party to the other (excluding adjustments) are payable within thirty (30) days of receipt of the billing statement.
- 4.4 ICG must have its own unique hosted RAO code. Requests for establishment of RAO status where BellSouth is the selected Centralized Message Distribution System (CMDS) interfacing host, require written notification from ICG to the BellSouth RAO Hosting coordinator at least eight (8) weeks prior to the proposed effective date. The proposed effective date will be mutually agreed upon between the Parties with consideration given to time necessary for the completion of required Telcordia (formerly BellCore) functions. BellSouth will request the assignment of an RAO code from its connecting contractor, currently Telcordia (formerly BellCore), on behalf of ICG and will coordinate all associated conversion activities.
- 4.5 BellSouth will receive messages from ICG that are to be processed by BellSouth, another LEC or CLEC in the BellSouth region or a LEC outside the BellSouth region.
- 4.6 BellSouth will perform invoice sequence checking, standard EMI format editing, and balancing of message data with the EMI trailer record counts on all data received from ICG.
- 4.7 All data received from ICG that is to be processed or billed by another LEC or CLEC within the BellSouth region will be distributed to that LEC or CLEC in accordance with the Agreement(s) which may be in effect between BellSouth and the involved LEC or CLEC.

- 4.8 All data received from ICG that is to be placed on the CMDS network for distribution outside the BellSouth region will be handled in accordance with the agreement(s) which may be in effect between BellSouth and its connecting contractor (currently Telcordia (formerly BellCore)).
- 4.9 BellSouth will receive messages from the CMDS network that are destined to be processed by ICG and will forward them to ICG on a daily basis.
- 4.10 Transmission of message data between BellSouth and ICG will be via CONNECT: Direct.
- 4.11 All messages and related data exchanged between BellSouth and ICG will be formatted in accordance with accepted industry standards for EMI formatted records and packed between appropriate EMI header and trailer records, also in accordance with accepted industry standards.
- 4.12 ICG will ensure that the recorded message detail necessary to recreate files provided to BellSouth will be maintained for back-up purposes for a period of three (3) calendar months beyond the related message dates.
- 4.13 Should it become necessary for ICG to send data to BellSouth more than sixty (60) days past the message date(s), ICG will notify BellSouth in advance of the transmission of the data. If there will be impacts outside the BellSouth region, BellSouth will work with its connecting contractor and ICG to notify all affected Parties.
- 4.14 In the event that data to be exchanged between the two Parties should become lost or destroyed, both Parties will work together to determine the source of the problem. Once the cause of the problem has been jointly determined and the responsible Party (BellSouth or ICG) identified and agreed to, the company responsible for creating the data (BellSouth or ICG) will make every effort to have the affected data restored and retransmitted. If the data cannot be retrieved, the responsible Party will be liable to the other Party for any resulting lost revenue. Lost revenue may be a combination of revenues that could not be billed to the end users and associated access revenues. Both Parties will work together to estimate the revenue amount based upon historical data through a method mutually agreed upon. The resulting estimated revenue loss will be paid by the responsible Party to the other Party within three (3) calendar months of the date of problem resolution, or as mutually agreed upon by the Parties.
- 4.15 Should an error be detected by the EMI format edits performed by BellSouth on data received from ICG, the entire pack containing the affected data will not be processed by BellSouth. BellSouth will notify ICG of the error condition. ICG will correct the error(s) and will resend the entire pack to BellSouth for processing. In the event that an out-of-sequence condition occurs on subsequent packs, ICG will resend these



packs to BellSouth after the pack containing the error has been successfully reprocessed by BellSouth.

- 4.16 In association with message distribution service, BellSouth will provide ICG with associated intercompany settlements reports (CATS and NICS) as appropriate.
- 4.17 In no case shall either Party be liable to the other for any direct or consequential damages incurred as a result of the obligations set out in this Agreement.
- 4.18 RAO Compensation
- 4.18.1 Rates for message distribution service provided by BellSouth for ICG are as set forth in Exhibit A to this Attachment.
- 4.18.2 Rates for data transmission associated with message distribution service are as set forth in Exhibit A to this Attachment.
- 4.18.3 Data circuits (private line or dial-up) will be required between BellSouth and ICG for the purpose of data transmission. Where a dedicated line is required, ICG will be responsible for ordering the circuit, overseeing its installation and coordinating the installation with BellSouth. ICG will also be responsible for any charges associated with this line. Equipment required on the BellSouth end to attach the line to the mainframe computer and to transmit successfully ongoing will be negotiated on a case by case basis. Where a dial-up facility is required, dial circuits will be installed in the BellSouth data center by BellSouth and the associated charges assessed to ICG. Additionally, all message toll charges associated with the use of the dial circuit by ICG will be the responsibility of ICG. Associated equipment on the BellSouth end, including a modem, will be negotiated on a case by case basis between the Parties.
- 4.18.4 All equipment, including modems and software, that is required on the ICG end for the purpose of data transmission will be the responsibility of ICG.
- 4.19 Intercompany Settlements Messages
- 4.19.1 This Section addresses the settlement of revenues associated with traffic originated from or billed by ICG as a facilities based provider of local exchange telecommunications services outside the BellSouth region. Only traffic that originates in one Bell operating territory and bills in another Bell operating territory is included. Traffic that originates and bills within the same Bell operating territory will be settled on a local basis between ICG and the involved company(ies), unless that company is participating in NICS.
- 4.19.2 Both traffic that originates outside the BellSouth region by ICG and is billed within the BellSouth region, and traffic that originates within the BellSouth region and is billed outside the BellSouth region by ICG, is covered by this Agreement (CATS).

Also covered is traffic that either is originated by or billed by ICG, involves a company other than ICG, qualifies for inclusion in the CATS settlement, and is not originated or billed within the BellSouth region (NICS).

- 4.19.3 Once ICG is operating within the BellSouth territory, revenues associated with calls originated and billed within the BellSouth region will be settled via Telcordia (formerly BellCore)'s, its successor or assign, NICS system.
- 4.19.4 BellSouth will receive the monthly NICS reports from Telcordia (formerly BellCore), its successor or assign, on behalf of ICG. BellSouth will distribute copies of these reports to ICG on a monthly basis.
- 4.19.5 BellSouth will receive the monthly Calling Card and Third Number Settlement System (CATS) reports from Telcordia (formerly BellCore), its successor or assign, on behalf of ICG. BellSouth will distribute copies of these reports to ICG on a monthly basis.
- 4.19.6 BellSouth will collect the revenue earned by ICG from the Bell operating company in whose territory the messages are billed (CATS), less a per message billing and collection fee of five cents (\$0.05), on behalf of ICG. BellSouth will remit the revenue billed by ICG to the Bell operating company in whose territory the messages originated, less a per message billing and collection fee of five cents (\$0.05), on behalf on ICG. These two amounts will be netted together by BellSouth and the resulting charge or credit issued to ICG via a monthly Carrier Access Billing System (CABS) miscellaneous bill.
- 4.19.7 BellSouth will collect the revenue earned by ICG within the BellSouth territory from another CLEC also within the BellSouth territory (NICS) where the messages are billed, less a per message billing and collection fee of five cents (\$0.05), on behalf of ICG. BellSouth will remit the revenue billed by ICG within the BellSouth region to the CLEC also within the BellSouth region, where the messages originated, less a per message billing and collection fee of five cents (\$0.05). These two amounts will be netted together by BellSouth and the resulting charge or credit issued to ICG via a monthly Carrier Access Billing System (CABS) miscellaneous bill.

BellSouth and ICG agree that monthly netted amounts of less than fifty dollars (\$50.00) will not be settled.

## **5. Optional Daily Usage File**

- 5.1 Upon written request from ICG, BellSouth will provide the Optional Daily Usage File (ODUF) service to ICG pursuant to the terms and conditions set forth in this section.

5.2 The ICG shall furnish all relevant information required by BellSouth for the provision of the Optional Daily Usage File.

5.3 The Optional Daily Usage Feed will contain billable messages that were carried over the BellSouth Network and processed in the BellSouth Billing System, but billed to an ICG customer.

Charges for delivery of the Optional Daily Usage File will appear on the ICGs' monthly bills. The charges are as set forth in Exhibit A to this Attachment.

5.4 The Optional Daily Usage Feed will contain both rated and unrated messages. All messages will be in the standard Alliance for Telecommunications Industry Solutions (ATIS) EMI record format.

5.5 Messages that error in the billing system of the ICG will be the responsibility of the ICG. If, however, the ICG should encounter significant volumes of errored messages that prevent processing by the ICG within its systems, BellSouth will work with the ICG to determine the source of the errors and the appropriate resolution.

5.6 The following specifications shall apply to the Optional Daily Usage Feed.

5.6.1 Usage To Be Transmitted

5.6.1.1 The following messages recorded by BellSouth will be transmitted to the ICG:

- Message recording for per use/per activation type services (examples: Three Way Calling, Verify, Interrupt, Call Return, ETC.)
- Measured billable Local
- Directory Assistance messages
- IntraLATA Toll
- WATS & 800 Service
- N11
- Information Service Provider Messages
- Operator Services Messages
- Operator Services Message Attempted Calls (Network Element only)
- Credit/Cancel Records
- Usage for Voice Mail Message Service

5.6.1.2 Rated Incollects (originated in BellSouth and from other companies) can also be on Optional Daily Usage File. Rated Incollects will be intermingled with BellSouth recorded rated and unrated usage. Rated Incollects will not be packed separately.

5.6.1.3 BellSouth will perform duplicate record checks on records processed to Optional Daily Usage File. Any duplicate messages detected will be deleted and not sent to ICG.

5.6.1.4 In the event that ICG detects a duplicate on Optional Daily Usage File they receive from BellSouth, ICG will drop the duplicate message (ICG will not return the duplicate to BellSouth).

5.6.2 Physical File Characteristics

5.6.2.1 The Optional Daily Usage File will be distributed to ICG via an agreed medium with CONNECT: Direct being the preferred transport method. The Daily Usage Feed will be a variable block format (2476) with an LRECL of 2472. The data on the Daily Usage Feed will be in a non-compacted EMI format (175 byte format plus modules). It will be created on a daily basis (Monday through Friday except holidays). Details such as data set name and delivery schedule will be addressed during negotiations of the distribution medium. There will be a maximum of one data set per workday per OCN.

5.6.2.2 Data circuits (private line or dial-up) may be required between BellSouth and ICG for the purpose of data transmission. Where a dedicated line is required, ICG will be responsible for ordering the circuit, overseeing its installation and coordinating the installation with BellSouth. ICG will also be responsible for any charges associated with this line. Equipment required on the BellSouth end to attach the line to the mainframe computer and to transmit successfully ongoing will be negotiated on a case by case basis. Where a dial-up facility is required, dial circuits will be installed in the BellSouth data center by BellSouth and the associated charges assessed to ICG. Additionally, all message toll charges associated with the use of the dial circuit by ICG will be the responsibility of ICG. Associated equipment on the BellSouth end, including a modem, will be negotiated on a case by case basis between the Parties. All equipment, including modems and software, that is required on ICG end for the purpose of data transmission will be the responsibility of ICG.

5.6.3 Packing Specifications

5.6.3.1 A pack will contain a minimum of one message record or a maximum of 99,999 message records plus a pack header record and a pack trailer record. One transmission can contain a maximum of 99 packs and a minimum of one pack.

5.6.3.2 The OCN, From RAO, and Invoice Number will control the invoice sequencing. The From RAO will be used to identify to ICG which BellSouth RAO that is sending the message. BellSouth and ICG will use the invoice sequencing to control data exchange. BellSouth will be notified of sequence failures identified by ICG and resend the data as appropriate.

The data will be packed using ATIS EMI records.

5.6.4 Pack Rejection

5.6.4.1 ICG will notify BellSouth within one business day of rejected packs (via the mutually agreed medium). Packs could be rejected because of pack sequencing discrepancies or a critical edit failure on the Pack Header or Pack Trailer records (i.e. out-of-balance condition on grand totals, invalid data populated). Standard ATIS EMI Error Codes will be used. ICG will not be required to return the actual rejected data to BellSouth. Rejected packs will be corrected and retransmitted to ICG by BellSouth.

5.6.5 Control Data

ICG will send one confirmation record per pack that is received from BellSouth. This confirmation record will indicate ICG received the pack and the acceptance or rejection of the pack. Pack Status Code(s) will be populated using standard ATIS EMI error codes for packs that were rejected by ICG for reasons stated in the above section.

5.6.6 Testing

5.6.6.1 Upon request from ICG, BellSouth shall send test files to ICG for the Optional Daily Usage File. The Parties agree to review and discuss the file's content and/or format. For testing of usage results, BellSouth shall request that ICG set up a production (LIVE) file. The live test may consist of ICG's employees making test calls for the types of services ICG requests on the Optional Daily Usage File. These test calls are logged by ICG, and the logs are provided to BellSouth. These logs will be used to verify the files. Testing will be completed within 30 calendar days from the date on which the initial test file was sent.

**6. Access Daily Usage File**

6.1. Upon written request from ICG, BellSouth will provide the Access Daily Usage File (ADUF) service to ICG pursuant to the terms and conditions set forth in this section.

6.2 The ICG shall furnish all relevant information required by BellSouth for the provision of the Access Daily Usage File.

6.3 The Access Daily Usage Feed will contain access messages associated with a port that ICG has purchased from BellSouth

6.4 Charges for delivery of the Access Daily Usage File will appear on ICG's monthly bills. The charges are as set forth in Exhibit A to this Attachment. All messages will

be in the standard Alliance for Telecommunications Industry Solutions (ATIS) EMI record format.

6.5 Messages that error in the billing system of the ICG will be the responsibility of the ICG. If, however, the ICG should encounter significant volumes of errored messages that prevent processing by the ICG within its systems, BellSouth will work with the ICG to determine the source of the errors and the appropriate resolution.

6.6 Usage To Be Transmitted

6.6.1 The following messages recorded by BellSouth will be transmitted to ICG:

Interstate and intrastate access records associated with a port.  
Undetermined jurisdiction access records associated with a port.

6.6.2 When ICG purchases Network Element ports from BellSouth and calls are made using these ports, BellSouth will handle the calls as follows:

Originating from Network Element and carried by Interexchange Carrier:

BellSouth will bill network element to CLEC and send access record to ICG via ADUF

Originating from network element and carried by BellSouth (ICG is BellSouth's toll customer):

BellSouth will bill resale toll rates to ICG and send toll record for the end user toll billing purposes via ODUF. Access record will be sent to ICG via ADUF.

Terminating on network element and carried by Interexchange Carrier:

BellSouth will bill network element to ICG and send access record to ICG.

Terminating on network element and carried by BellSouth:

BellSouth will bill network element to ICG and send access record to ICG.

6.6.3 BellSouth will perform duplicate record checks on records processed to the Access Daily Usage File. Any duplicate messages detected will be dropped and not sent to ICG.

6.6.4 In the event that ICG detects a duplicate on the Access Daily Usage File they receive from BellSouth, ICG will drop the duplicate message (ICG will not return the duplicate to BellSouth.)

6.6.5 Physical File Characteristics

6.6.5.1 The Access Daily Usage File will be distributed to ICG via an agreed medium with CONNECT: Direct being the preferred transport method. The Daily Usage Feed will be a fixed block format (2476) with an LRECL of 2472. The data on the Daily Usage Feed will be in a non-compacted EMI format (210 byte format plus modules). It will be created on a daily basis (Monday through Friday except holidays). Details such as data set name and delivery schedule will be addressed during negotiations of the distribution medium. There will be a maximum of one data set per workday per OCN.

6.6.5.2 Data circuits (private line or dial-up) may be required between BellSouth and ICG for the purpose of data transmission. Where a dedicated line is required, ICG will be responsible for ordering the circuit, overseeing its installation and coordinating the installation with BellSouth. ICG will also be responsible for any charges associated with this line. Equipment required on the BellSouth end to attach the line to the mainframe computer and to transmit successfully ongoing will be negotiated on a case by case basis. Where a dial-up facility is required, dial circuits will be installed in the BellSouth data center by BellSouth and the associated charges assessed to ICG. Additionally, all message toll charges associated with the use of the dial circuit by ICG will be the responsibility of ICG. Associated equipment on the BellSouth end, including a modem, will be negotiated on a case by case basis between the Parties. All equipment, including modems and software, that is required on ICG end for the purpose of data transmission will be the responsibility of ICG.

6.6.6 Packing Specifications

6.6.6.1 A pack will contain a minimum of one message record or a maximum of 99,999 message records plus a pack header record and a pack trailer record. One transmission can contain a maximum of 99 packs and a minimum of one pack.

6.6.6.2 The OCN, From RAO, and Invoice Number will control the invoice sequencing. The From RAO will be used to identify to ICG which BellSouth RAO that is sending the message. BellSouth and ICG will use the invoice sequencing to control data exchange. BellSouth will be notified of sequence failures identified by ICG and resend the data as appropriate.

The data will be packed using ATIS EMI records.

6.6.7 Pack Rejection

6.6.7.1 ICG will notify BellSouth within one business day of rejected packs (via the mutually agreed medium). Packs could be rejected because of pack sequencing discrepancies or a critical edit failure on the Pack Header or Pack Trailer records (i.e. out-of-balance condition on grand totals, invalid data populated). Standard ATIS EMI Error Codes

will be used. ICG will not be required to return the actual rejected data to BellSouth. Rejected packs will be corrected and retransmitted to ICG by BellSouth.

6.6.8 Control Data

ICG will send one confirmation record per pack that is received from BellSouth. This confirmation record will indicate ICG received the pack and the acceptance or rejection of the pack. Pack Status Code(s) will be populated using standard ATIS EMI error codes for packs that were rejected by ICG for reasons stated in the above section.

6.6.9 Testing

6.6.9.1 Upon request from ICG, BellSouth shall send test files to ICG for the Access Daily Usage File. Testing shall consist of actual calls made from live accounts. A call log shall be supplied along with test request information. The Parties agree to review and discuss the file's content and/or format.

**7. Enhanced Optional Daily Usage File**

7.1 Upon written request from ICG, BellSouth will provide the Enhanced Optional Daily Usage File (EODUF) service to ICG pursuant to the terms and conditions set forth in this section. EODUF will only be sent to existing ODUF subscribers who request the EODUF option.

7.2 The ICG shall furnish all relevant information required by BellSouth for the provision of the Enhanced Optional Daily Usage File.

7.3 The Enhanced Optional Daily Usage File (EODUF) will provide usage data for local calls originating from resold Flat Rate Business and Residential Lines.

Charges for delivery of the Enhanced Optional Daily Usage File will appear on ICG's monthly bills. The charges are as set forth in Exhibit A to this Attachment.

7.4 All messages will be in the standard Alliance for Telecommunications Industry Solutions (ATIS) EMI record format.

7.5 Messages that error in the billing system of the ICG will be the responsibility of the ICG. If, however, the ICG should encounter significant volumes of errored messages that prevent processing by the ICG within its systems, BellSouth will work with the ICG to determine the source of the errors and the appropriate resolution.

7.6 The following specifications shall apply to the Optional Daily Usage Feed.



7.6.1 Usage To Be Transmitted

7.6.1.1 The following messages recorded by BellSouth will be transmitted to ICG:

Customer usage data for flat rated local call originating from CLEC end user lines (1FB or 1FR). The EODUF record for flat rate messages will include:

- Date of Call
- From Number
- To Number
- Connect Time
- Conversation Time
- Method of Recording
- From RAO
- Rate Class
- Message Type
- Billing Indicators
- Bill to Number

7.6.1.2 BellSouth will perform duplicate record checks on EODUF records processed to Optional Daily Usage File. Any duplicate messages detected will be deleted and not sent to ICG.

7.6.1.3 In the event that ICG detects a duplicate on Enhanced Optional Daily Usage File they receive from BellSouth, ICG will drop the duplicate message (ICG will not return the duplicate to BellSouth).

7.6.2 Physical File Characteristics

7.6.2.1 The Enhanced Optional Daily Usage Feed will be distributed to ICG over their existing Optional Daily Usage File (ODUF) feed. The EODUF messages will be intermingled among ICG's Optional Daily Usage File (ODUF) messages. The EODUF will be a variable block format (2476) with an LRECL of 2472. The data on the EODUF will be in a non-compacted EMI format (175 byte format plus modules). It will be created on a daily basis (Monday through Friday except holidays).

7.6.2.2 Data circuits (private line or dial-up) may be required between BellSouth and ICG for the purpose of data transmission. Where a dedicated line is required, ICG will be responsible for ordering the circuit, overseeing its installation and coordinating the installation with BellSouth. ICG will also be responsible for any charges associated with this line. Equipment required on the BellSouth end to attach the line to the mainframe computer and to transmit successfully ongoing will be negotiated on a case by case basis. Where a dial-up facility is required, dial circuits will be installed in the BellSouth data center by BellSouth and the associated charges assessed to ICG.

Additionally, all message toll charges associated with the use of the dial circuit by ICG will be the responsibility of ICG. Associated equipment on the BellSouth end, including a modem, will be negotiated on a case by case basis between the Parties. All equipment, including modems and software, that is required on ICG end for the purpose of data transmission will be the responsibility of ICG.

7.6.3 Packing Specifications

- 7.6.3.1 A pack will contain a minimum of one message record or a maximum of 99,999 message records plus a pack header record and a pack trailer record. One transmission can contain a maximum of 99 packs and a minimum of one pack.
- 7.6.3.2 The Operating Company Number (OCN), From Revenue Accounting Office (RAO), and Invoice Number will control the invoice sequencing. The From RAO will be used to identify to ICG which BellSouth RAO that is sending the message. BellSouth and ICG will use the invoice sequencing to control data exchange. BellSouth will be notified of sequence failures identified by ICG and resend the data as appropriate.

The data will be packed using ATIS EMI records.

BELLSOUTH/CG RATES  
 ODUF/EODUF/ADUF/CMDS

Rates		USOC	KY
<b>DESCRIPTION</b>			
ODUF/EODUF/ADUF/CMDS			
ODUF: Recording, per message		N/A	\$0.001
ODUF: Message Processing, per message		N/A	\$0.003
EODUF: Message Processing, per message		N/A	\$0.004
ADUF: Message Processing, per message		N/A	\$0.004
CMDS: Message Processing, per message		N/A	\$0.004
ODUF: Message Processing, per magnetic tape provisioned		N/A	\$55.68
EODUF: Message Processing, per magnetic tape provisioned		N/A	\$47.30
ADUF: Message Processing, per magnetic tape provisioned		N/A	\$54.95
ODUF: Data Transmission (CONNECT:DIRECT), per message		N/A	\$0.000
EODUF: Data Transmission (CONNECT:DIRECT), per message		N/A	\$0.0000364
ADUF: Data Transmission (CONNECT:DIRECT), per message		N/A	\$0.001
CMDS: Data Transmission (CONNECT:DIRECT), per message		N/A	\$0.001

**NOTES:**

If no rate is identified in the contract, the rate for the specific service or function will be as set forth in applicable BellSouth tariff or as negotiated by the Parties upon request of either Party.

**Attachment 8**

**Rights-of-Way, Conduits and Pole Attachments**

## **Rights-of-Way, Conduits and Pole Attachments**

BellSouth will provide nondiscriminatory access to any pole, duct, conduit, or right-of-way owned or controlled by BellSouth pursuant to 47 USC § 224, as amended by the Act, and pursuant to terms and conditions of a license agreement subsequently negotiated with BellSouth's Competitive Structure Provisioning Center.

**Attachment 9**  
**Performance Measurements**

**INTRODUCTION**

**OPEN PENDING ARBITRATION ISSUES 5 AND 19-26**

RECEIVED

DEC 22 1999

PUBLIC SERVICE  
COMMISSION

BellSouth Telecommunications, Inc.  
KPSC Case No. 99-218  
Late Filed Hearing Exhibit No. 2  
Dated December 2, 1999

REQUEST: Please provide the study Mr. Hendrix cited in his rebuttal testimony on Internet usage and estimates of ILEC reciprocal compensation payments.

RESPONSE: Attached is a complete copy of the study referenced by Mr. Hendrix, including the two pages containing the data cited by Mr. Hendrix concerning the expected growth in the use of the Internet. (NOTE: The date shown is the date printed, not the date compiled.)

The sources of the input to the calculations to determine the \$2.6 billion referenced in Mr. Hendrix' rebuttal testimony are as follows:

64 million Users: (Page 21, "Net Market Size and Growth: Number of Net Users, Projected", Chart of estimated U. S. users.)  
6.5 hrs. of usage: (Page 24, "Usage Patterns: How Much Time Spent Online", average of "Average Net Hours Per Week, Per Household")

Calculations:

	6.5 hours of usage
x	60 minutes per hour
x	52 weeks per year
x	\$.002 per minute
x	64 million users
<hr/>	

\$2,595,840,000



Last e-holiday,  
Web traffic rose  
80% in just  
6 days.

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### Lead Stories

#### Young or Old, Many More Consumers Are Online

16 November 1999: More consumers buy, more women buy, and teens pass up TV for the net. Find out what other wonders are happening online!

#### US Net Users Top 100 Million

15 November 1999: In a new report Strategis Group not only finds lots and lots and lots of users online in America, but that they are getting more savvy too.

#### Who's Earning from Ads, Who's Not

15 November 1999: According to ActivMedia, the web is not, for the most part, supported by advertising revenues.

#### Browser War Comes to an End

15 November 1999: Once there were many, now there are two. It's "Last Man Standing" played among the browsers.

#### Internet Changes Shopping Habits, But Web Ads Find Little Popularity

15 November 1999: They say once you shopped the net, you never go back. eConsumers may like the web a lot but interstitials are still annoying.

#### Euro-Consumers Spend Online

**Advertising**  
The new trends in online ads. How high will revenues soar?

**Geography**  
Track the Internet as it goes global! From Argentina to Zimbabwe.

**Demographics**  
The profile of the net: age, gender, income, race and every other demo.

**Usage**  
What people do online. Where, when and how.

**eRetail**  
How much e-consumers are spending and what they are buying.

**eCommerce: B2B**  
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**Doing Business Online**  
What does it take to succeed online?

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11 Net take-aways for online business professionals.

**eStats Methodology**  
How do we do it?



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8 November 1999: To the tune of \$16 billion, the highest estimate to date.

### Japan's Users Take Advantage of Network Services

8 November 1999: Internet providers in Japan are growing, and the number of Japanese users is growing too.

### New Report on Internet Economy

4 November 1999: If you want some indicators of how large the economy surrounding the internet is, this report on the Internet Economy Indicators is just for you.

### 75% of Online Shoppers Abandon Their Carts

1 November 1999: The internet is littered with abandoned shopping carts. Find out why so many online consumers get cold feet when it comes to the check out.

### Online Shopping Grows in Germany

1 November 1999: Germany, more than ever, is getting online shopping fever and they are racking impressive revenues.

### A Quarter of Britain Surfs!

1 November 1999: Brits are finding many reasons for using the net. Find out who's online and what they are doing.

### Logging on for Catalogs

1 November 1999: The natural affinity between catalog shopping and buying on the net is further explored in research from the Direct Marketing Association.

### Reports Available from eMarketer

Want to know more about what is happening on the net? eMarketer takes today's net news and puts it in context. Whatever the topic, there is an eMarketer report with the most

#### eQuiz

Answer: Travel \$6 Billion (32% of total e-retail revenues)



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### *This Week's ePoll*

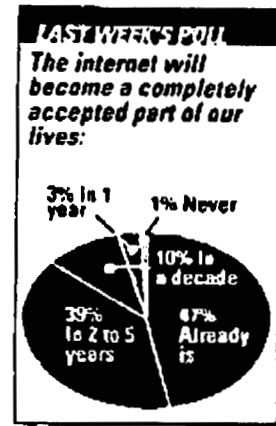
Within 5 years, how much of the workforce will telecommute full-time

- 10% -- 20%
- 20% -- 30%
- Almost half
- No change from today
- No opinion

Submit Answer

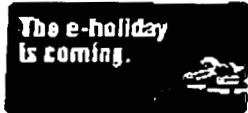
comprehensive, detailed and up-to-the-minute picture of the internet marketplace.

To see a complete list of currently available and upcoming reports, to get more information on a specific report, or to order copies, [click here](#).



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## eStats eStats Methodology Data Chaos

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If you are feeling overwhelmed by the barrage of confusing and conflicting statistics you've seen relating to the internet, you are not alone (and you have come to the right place).

The often-wide discrepancies seen between research figures create confusion and frustration among online marketers, e-merchants, ad agencies, consultants, entrepreneurs and other industry watchers struggling to get their arms around the constantly evolving internet marketplace.

For instance, eMarketer counted no less than 12 different estimates from 12 different researchers for the dollar value of consumer electronic commerce revenues transacted over the 1998 holiday shopping season. The figures ranged from a low of \$2 billion to a high of \$8 billion (see grid below). Similarly, we have looked at 23 different estimates for the number of people online in the United States.

### Why Don't Researchers' Numbers Agree?

Three principal factors explain the discrepancies seen in the published figures:

1. different definitions
2. different methodologies
3. hidden biases

In addition, though most researchers won't admit it, there is a considerable amount of guesswork involved in measuring anything to do with the internet.

### How is eStats Different?

eStats (the statistical arm of eMarketer) cuts through the hype, misinformation and sheer

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data tonnage to give you straightforward answers on every aspect of the internet.

Unlike other research organizations, eStats does not conduct primary research. As a result, we have no testing technique to protect, no research bias and no clients to please.

### Aggregation Approach

The eStats methodology is founded on a simple philosophy of aggregation:

**The key to approaching quantitative truth -- particularly when examining the internet marketplace -- is to consider data from as many reputable sources as possible. No one has all the answers. But taken together, multiple sources, coupled with healthy doses of common sense and business intelligence, create a reasonably accurate picture.**

The eStats research team gathers research studies, surveys and reports from hundreds of published, publicly available sources from around the world; we then filter, organize and synthesize the information so it can be entered into our eStatNet Model™, a proprietary statistical model of the entire web.

From the model, we develop our own analyses, estimates and projections about the size, shape and direction of the internet. This information is presented, along with detailed source comparison data, in the form of tables, charts, graphs and analysis. As a result, each set of findings reflects the collected wisdom of numerous research firms and industry analysts. The benefits to our readers are three-fold:

- The information is more objective and comprehensive than that provided by any other single research source.
- The information is available in one place -- easy to find, evaluate and compare.
- The information can be quickly accessed to make intelligent, well-informed business decisions.

"We see the growing proliferation of new internet research studies, surveys and reports as an exciting challenge -- to continuously assimilate these new datapoints into a

meaningful, coherent whole -- to make sense out of chaos."

--Geoffrey Ramsey, Statsmaster, eMarketer

**eStats: Range of Estimates for Dollar Value of Consumer eCommerce Revenues During the 1998 Holiday Shopping Season**

Source	1998	4Q 1998 (Holiday)	4Q as a % of Total Year
Cyber Dialogue	6,200	\$2,000	32.3%
InfoBeach (Ziff Davis)	Na	\$2,000	Na
eStats	5,300	\$2,014	38.0%
Jupiter Communications	5,800	\$2,300	39.7%
Volpe Brown Vitelan	6,000	\$2,300	38.3%
Dataquest/Gartner Group	6,100	\$2,350	38.5%
Yankee Group	7,200	\$2,550	35.4%
Binary Compass	Na	\$2,900	Na
IDC	11,500	\$3,444	29.9%
Forrester Research (re-cast \$'s)	7,600	\$3,500	44.9%
Boston Consulting Group	13,000	\$4,400	33.8%
MCA (Interpublic Cos)	Na	\$9,200	Na

Source: eStats, 1999

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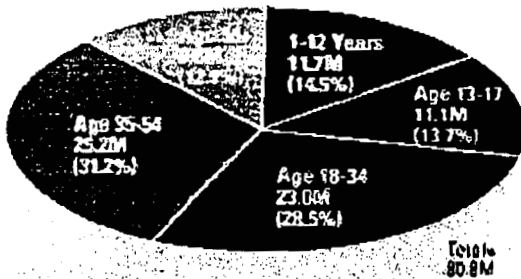
# eUser&UsageReport™

The Definitive Guide to Who's Online in the U.S. -- and What They Do.

The eUser & Usage Report, 179 pages with 305 charts and graphs and packed with statistical profiles for all U.S. internet users, goes beyond the latest on market size and growth. It Report, paints an up-to-the-minute three-dimensional portrait of the internet.



US Internet User Population, by Age Group, for 1999



Source: eMarketer, 1999

Whatever demographic profile you need – age, gender, income, occupation, marital status, household size, race or ethnicity – the eUser & Usage Report has it. The report targets the internet user categories that are re-shaping the web, including: women, children, teens, students, seniors, minorities, gays and business users.

This report shows, how, where and when people go online -- and why. It is full of detailed statistics on what users do online: from downloading music to banking to playing games.

### Do you know?:

- How many people are online in the US?
- What are the income breakdowns for US internet users?
- How many kids, teens, adults and seniors surf the web?
- What do teens do most online?
- How do people find sites on the web?
- What minorities have established a presence on the web?

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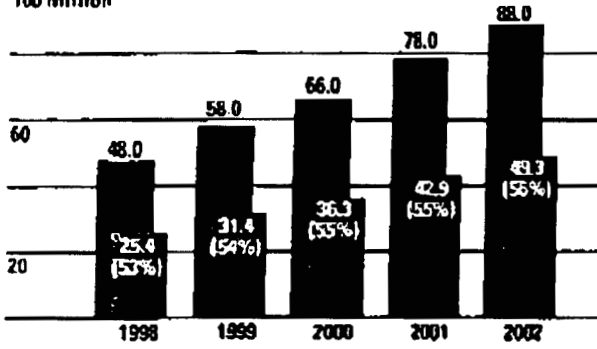
http://www.emarketer.com/estats/sell\_euu.html

- How does African-American usage compare to other minorities?
- How many hours a week do seniors go online?

These and hundreds of other questions you need to know are answered in the eUser & Usage Report.

Primary Business Users Out-Number Primary Home Users\*

100 Million



■ US Adults (18+) Online ■ Millions of "Business" Users

Source: eMarketer; 1999 \*Business users spend more than 50% of their time online for business matters

This report offers a host of data points from the most reputable and reliable sources available, including the US Census, Forrester Research, Jupiter Communications, Media Metrix and more. The collective wisdom of the world's leading research organizations gives you a plete and comprehensive understanding of who's doing what online

Published: September 1999  
172 pages, 305 charts and graphs  
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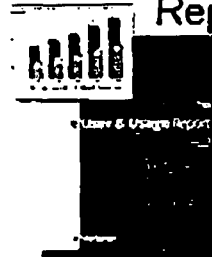




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## User&Usage Report™



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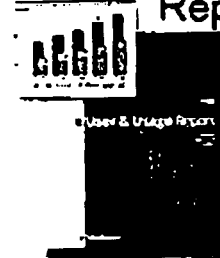
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7. Method of Internet Access, by Location
8. Households Using Any Form of Broadband Internet Connection
9. Division of Broadband Technologies
10. Cable Modem Access (North America)
11. US Household Cable Modem Penetration by Region
12. Digital Subscriber Line Access (North America)
13. Worldwide Modem & Broadband Installed base, in Millions
14. Percentage of US Households with Digital TVs and Set-top Internet Boxes
15. Internet Activity by Access Method, Modem vs. Broadband

## C.

1. Time Spent Online Heavily Skewed Towards Most Active Users
2. Average Net Hours Per Week - 1998
3. Average Net Hours Per Week - 1999
4. Hours Spent Per Week Online
5. Average Days Per Week Online
6. How Often do you access the internet or get online, not including email?
7. Hours Spent Per Week Online, by Internet Access Method (Modem vs. Cable)
8. Hours Spent Per Week Online, by Internet Access Method (Broadband vs. Cable)

## D.

1. Why People Go Online
2. US vs. the World: Reasons For Going Online
3. "What do you do Online?"
4. Source Comparison: What People Do Online
5. The Net is an Information Medium
6. Percent of Users Who Sought Type of Content
7. Top Categories of Websites by Duration of Visits: Average Minutes Spent Per Month (% of Total Users)
8. Where People Spend Their Time Online (Average Viewing Duration By Category)
9. Content Areas Accessed, by Unique Audience, in Millions
10. Distribution of Unique Net Users Among Top

- 12 Trafficked Websites, in Millions
11. Average Monthly Pageviews, by Content Category
- E.
1. Entertainment/Sports/Lifestyle Sites are Popular (Figures are from the month of July 1999)
  2. The Entertainment Mix: %of Total Users Online
  3. Online Radio Listenship
  4. What Online Radio Listeners Tune Into:
  5. Features offered on Internet Radio Sites
  6. Rating of Internet Radio Listening Experience
  7. Sources of Online News, Among All Internet Users
  8. The Net is a Reliable News Source
  9. News Interests of Online News Audiences
  10. Millions of People Using:
  11. Online Audience Comparison: Bank vs. Brokerage Sites
  12. Where Investors Look for Financial Information
  13. Millions of US Adults Who Have:
  14. Online Tax Preparation Activity (Percent of Users Getting Online Tax Information)
  15. Profiles of Electronic Tax Filers vs. Mail Filers, for 1999
  16. Top Web Sites Include Those with Porn Content
  17. Porn Site Visitors, by the Demos
  18. Online Calendar Usage, In Millions
- F.
1. % Using Method to Find a Website
  2. Which Search Engine or Online Directory Do You Use Most Frequently?
  3. Why Surfers Return to Websites
  4. Teens Learn About Sites Through Word of Mouth
  5. Source Comparison: Effect of the Internet on Other Media & Activities (% Decrease)
  6. Circulation Declines at Major US Newspapers
  7. Source Comparison: The Effect of the Internet on Television (% of Net Users Spending Less Time Watching TV)
  8. Average Time Spent Per Day Among US Adults
  9. The Net's Effect on Television Viewership
  10. Multi-Media-Tasking: % of Users Online Who Are Simultaneously
  11. Telewebber Profile
- G.
1. Consumer "Online Buying" Definitions, According to eMarketer
  2. Consumer Online Buying Grid, 1998-2002
  3. Millions of Households Online and Buying, for 1997-2002
  4. Ecommerce Activity Takes Place at Work As

- Well As Home (% of hours spent)
5. What Do You Do On a Company's Home Page? (1998)
  6. Demographic Profile Comparison for Net Users vs. eShoppers - As of Mid 1999
  7. Infobeads: Profile of eShoppers vs. Net Users
  8. Main Reasons Net Users Don't Buy Online
  9. Why Shoppers Don't Buy Online: % of Internet Users Responding
  10. Concerns About Online Commerce Diminish With Experience (% responding issue is important)
  11. Willingness To Give Out Personal Information Online
  12. How Acceptable is Online Advertising?
  13. Reasons Consumers Interact with Online Advertisers

**H.**

1. What Would You Rather Have on a Deserted Island?
2. Technologies Intertwined with People's Lives: % Agreeing with Statement
3. % of Net Addicts Who Spend Their Time:
4. Sex Related Activities Among the Net Addicted
5. Transition from Online Relationship to Real Life

**I.**

1. 591 Billion eMails Served in 1999
2. Number of Messages/ Letters Sent Daily
3. EMail Users in US, In Millions
4. Interactive Services Used in US
5. Email is the Preferred Communications Media to Associates and Co-Workers (% Using Device)
6. Internet Applications Installed by Businesses in 1998
7. Business Use of eMails is Virtually Ubiquitous in the US (% of Businesses Using eMails)
8. Internet Technologies Considered Indispensable
9. Business Use of Net Applications
10. Business Users Embrace the Net:

**J.**

1. The Rise of the Telecommuter, in Millions
2. Teleworkers are Nearly 16 Million Strong
3. Telecommuter Household Profile, by Income and Education
4. Telecommuter Penetration by Occupation

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Net Market Size and Growth: Number of Net Users, Today

eStats estimates that there are 36 million internet users worldwide today, up from only 19 million in 1996. The United States currently has 24.0 million users, accounting for two-thirds of net people worldwide.

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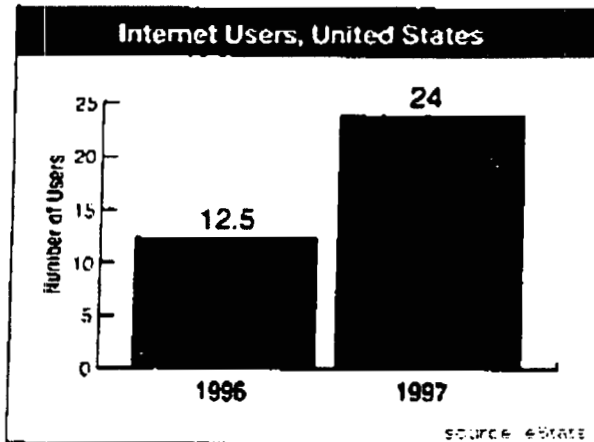
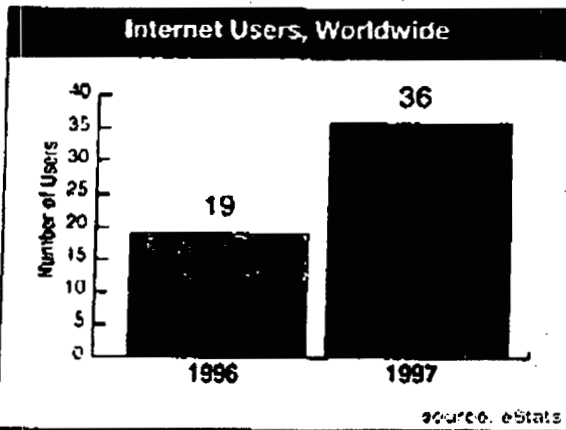
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- Browser Wars
- Domains, Hosts, & Sites
- Servers
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- Internet Service Providers
- PC Growth
- e-Mail
- Modem Growth
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Worldwide, eStats projects that the number of internet users will nearly quadruple over the next five years, from 36.0 million in 1997 to 142.0 million by the year 2002. This represents an average annual growth rate of 79%.

In the United States we see the number of internet users growing from 24.0 million in 1997 to 64.0 million in 2002, based on an average annual growth rate of 53%.

- Number of Net Users, Today
- Number of Net Users, Projected
- Set Top Boxes
- Browser Wars
- Domains, Hosts, & Sites
- Servers
- Online Services
- Internet Service Providers
- PC Growth
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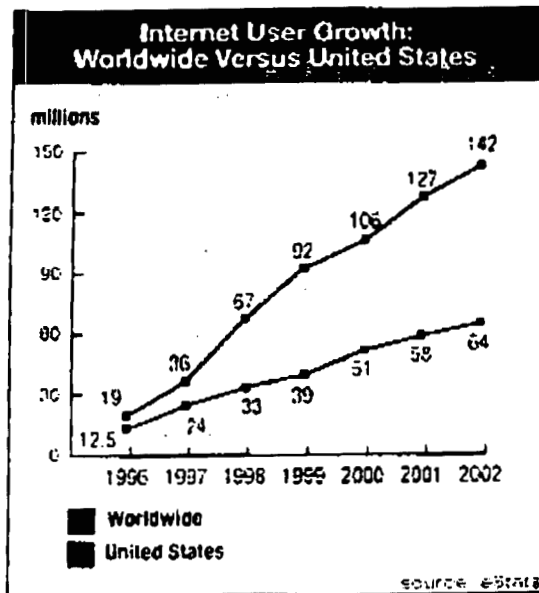
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There are two opposing forces governing the size, shape and growth of the ISP marketplace today:

1. the industry trend towards consolidation, led by the giant cable and telecom companies which have the infrastructure and financial resources to swallow up smaller ISP firms, and
2. the emergence and proliferation of segmented or "vertical" ISPs dedicated to a specific industry, region or user group.

Reconciling these two trends, eMarketer foresees a continued build-up in the number of ISPs through the year 1999, followed by a gradual consolidation as the smaller, less competitive players get weeded out.

The ramp-up and subsequent decline in number of ISP entities will resemble a bell curve, based on 1,340 estimated for 1996, rising to a projected peak of 4,700 in 1999 and followed by a precipitous drop-off to only 2,600 in 2002.

- Number of Net Users, Today
- Number of Net Users, Projected
- Set Top Boxes
- Browser Wars
- Domains, Hosts, & Sites
- Servers
- Online Services
- Internet Service Providers
- PC Growth
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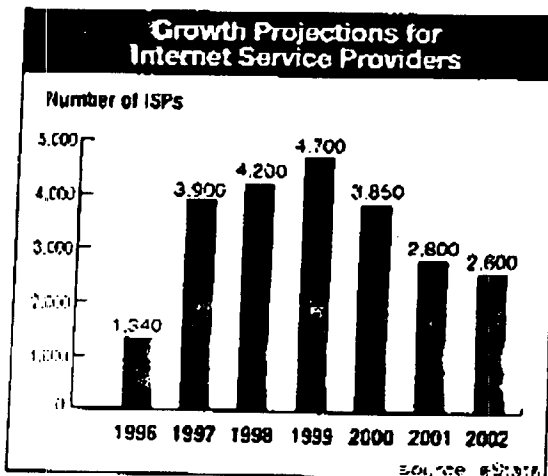


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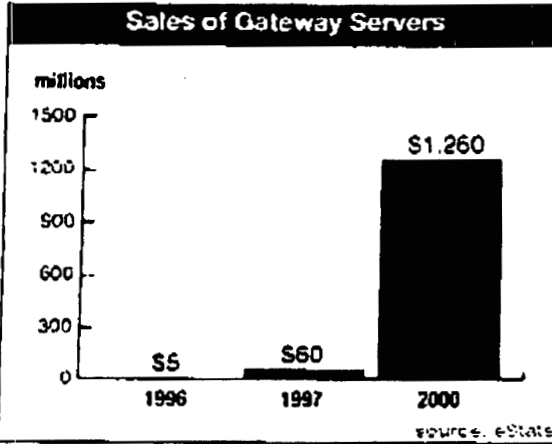
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Net telephony is gradually building steam as the number of gateway servers continues to grow. Gateway servers enable people to call long distance over the internet -- at dramatically reduced prices.

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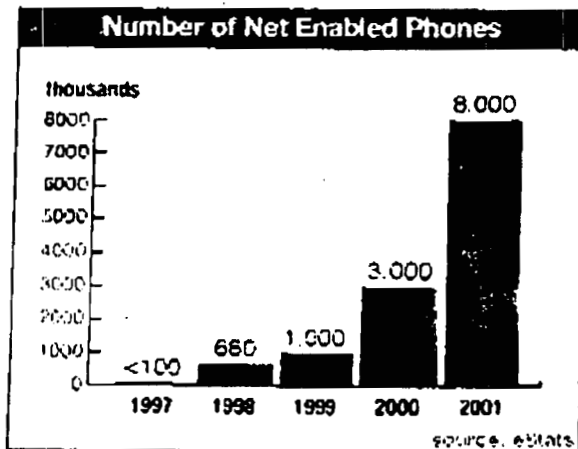
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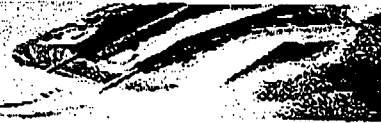
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By the year 2002, Probe Research predicts that nearly 20% of all domestic phone traffic will be carried over data lines, up from only 0.2% this year.



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Based on our analysis of current as well as historical research data, people are spending an increasing amount of time online. In 1997 the average net user household spent 4.9 hours per week online, but that number has now risen to 5.4 hours, representing an increase of about 10%.

Despite this increase in average hours per week, only about 26% of net users get online on a daily basis.

**Where People Access the Web**  
**Reasons for Being Online**  
**How Much Time Spent Online**  
**Navigation Tools Used on the Net**

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Average Net Hours Per Week, Per Household	
Source	Average Hours Per Week
Intelligence	9.8
Odyssey Homefront	9.4
Computer Intelligence	6.3
Net Ratings	6.1
Strategic Group	6.0
eStats	5.4
Media Matrix	5.0
ZD Market Intelligence	4.5

Source: eStats

The average America Online user, in contrast, spends about 47 minutes per day online, or roughly 5.5 hours per week.

Average Number of Minutes Spent Per Day on AOL	
America Online	50
Nielsen (10/1998)	51
Media Matrix (1998)	46.6
eStats (1998)	47

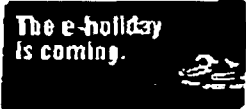
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Another way to evaluate time online is to examine frequency distributions. Here, too, eStats has seen more net users creep up into the higher frequency brackets.

eStats: Time Online Per Week

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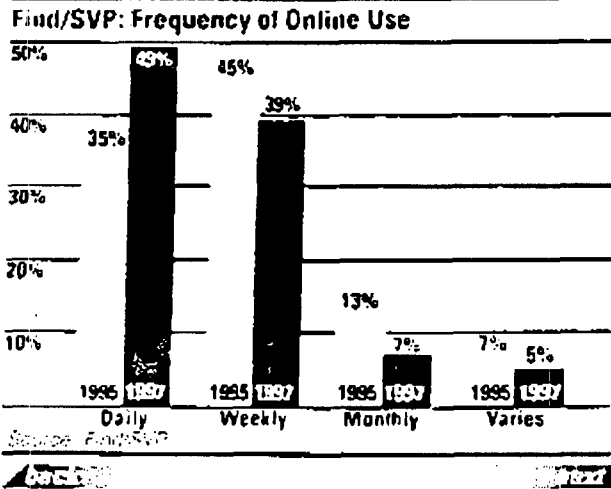
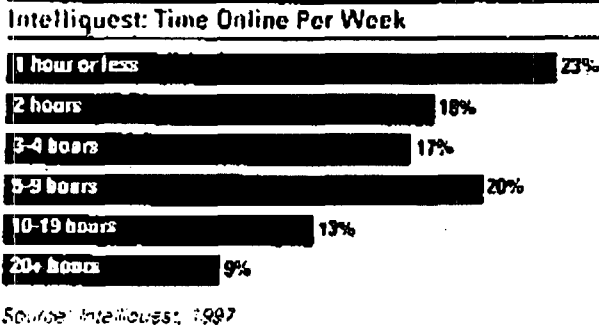
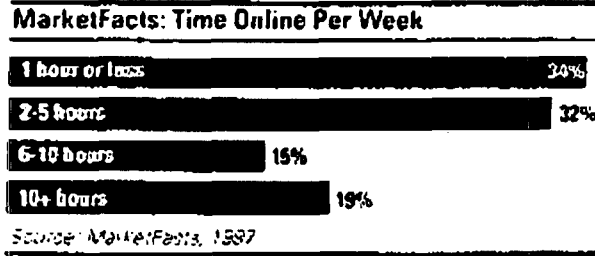
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**GVU-8: Frequency of Net Usage**

Net Users Who Use the Net	Percent
Daily	85%
1 - 4 times per day	45%
use it more frequently	41%
use it less frequently	20%

Source: GVU-8, 1998

**InternetTrak: Frequency of Net Usage**

At least once a week	60%
Daily	25%
< Once a week	20%

InternetTrak, 4Q 1997

**Where People Access the Web**  
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BellSouth Telecommunications, Inc.  
KPSC Case No. 99-218  
Late Filed Hearing Exhibit No. 1  
Dated December 2, 1999

REQUEST: Please provide a comparison of ICG's proposed measurements and  
BellSouth's Service Quality Measurements.

RESPONSE: Please see the attached for the requested comparison.

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**Comparison of ICG's proposed measurements to Service Quality Measurements currently published by BellSouth**

Kentucky Public Service Commission  
Case 99-218  
BellSouth Late Filed Exhibit No. 1

<b>ICG Proposal</b> <i>A blank cell indicates no comparable measurement to BST existing SQM</i>	<b>Comments on ICG Proposal</b>	<b>BST Existing Service Quality Measurements.</b> <i>A blank cell indicates no comparable measurement to ICG proposal.</i>	<b>Comments on comparison of ICG and BST measurements</b>
<b>I. RESALE POTS, RESALE SPECIALS AND UNES</b> <b>A. Pre-Ordering/Ordering</b>			
1. Average Response Time for OSS Pre-Order Interfaces		Average OSS Response Interval (Pre-Ordering)	<u>Similar measurements</u>
2. Percent Response received within "X" Seconds – OSS Interfaces		Percent Response received within "X" Seconds	<u>Similar measurements</u>
3. EASE Average Response Time		LENS Average Response Time TAG Average Response Time RNS Average Response Time	<u>Similar measurements</u>
4. OSS Interface Availability	Measures only 2 systems.	OSS Interface Availability	<u>Similar measurements.</u> BST measures 12 systems.
5. % Firm Order Confirmations Returned within specified time.	A measure of FOC timeliness.	Firm Order Confirmation Timeliness	<u>Similar measurements</u>
6. Average Time to Return FOC	Another way to measure FOC timeliness.	FOC Average Interval (Days)	<u>Similar measurements</u>
7. % Mechanized Completions Avail within 1 hour of completion in SORD.	This is a provisioning measurement. There is no disaggregation provided. Another way to measure Order Completion Notice timeliness as measurement #8 does.	Average Completion Notice Interval (Hours)	<u>Similar measurements.</u> The BST measurement offers 8 levels of product disaggregation including comparisons to BST retail. Additionally, SORD is a SBC system for which there may not be an equivalent in BellSouth.
7.1. % Mech. Completions Avail within 1 day of work completion	This is a provisioning measurement. It is also duplicative of the above measurement, with the exception of 1 day time frame vs. 1 hour. There is no disaggregation provided	Average Completion Notice Interval (Hours) Another way to measure Order Completion Notice timeliness as measurement #8 does	<u>Similar measurements.</u> The BST measurement offers 8 levels of product disaggregation including comparisons to BST retail.
8. Average Time to Return Mechanized Completions	This is a provisioning measurement. It is also duplicative of the above two measurements except it measures an average vs. at two time points.	Average Completion Notice Interval (Hours)	<u>Similar measurements.</u> The BST measurement offers 8 levels of product disaggregation including comparisons to BST retail.

**Comparison of ICG's proposed measurements to Service Quality Measurements currently published by BellSouth**

Kentucky Public Service Commission  
Case 99-218  
BellSouth Late Filed Exhibit No. 1

<b>ICG Proposal</b> <i>A blank cell indicates no comparable measurement to BST existing SQM</i>	<b>Comments on ICG Proposal</b>	<b>BST Existing Service Quality Measurements.</b> <i>A blank cell indicates no comparable measurement to ICG proposal.</i>	<b>Comments on comparison of ICG and BST measurements</b>
9. % Rejects	There is no product disaggregation provided.	% Rejected Service Requests – Mechanized.	<b>Similar measurements</b> The BST measurement offers 8 levels of product disaggregation including comparisons to BST retail.
10. % Mech. Rejects within 1 Hour of receipt of reject in EDI/LASR	Another way to measure Reject Timeliness measurement #11 does	Reject Distribution Interval-Mechanized	<b>Similar measurements</b>
11. Mean Time to Return Mechanized Rejects	Similar to measure #10. Another way to measure reject timeliness.	Reject Distribution Interval-Mechanized	<b>Similar measurements</b>
11.1. Mean Time to Return Manual Rejects that are Received Electronically via LEX or EDI.		Reject Distribution Interval-Non Mechanized	<b>Similar measurements</b>
12. Mechanized Provisioning Accuracy			Provisioning errors would result in either Installation Trouble Reports (Meas. #35, 46, 59, 89, 98) or billing adjustments as reflected in the measures below. In the NPRM, the FCC concluded ordering/provisioning errors should be measured by Installation Trouble Reports, (Docket CC 98-56, Par. 68)
13. Order Process % Flow-Through		% Flow-Through Service Requests	<b>Similar measurements</b>
		% Flow Through Service Requests Detail	
		% Flow Through Error Analysis	
<b>B. Billing</b>		Invoice Accuracy	<b>Similar measurements.</b>
14. Billing Accuracy		Bill Auditing processes.	

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15. % of Accurate and Complete Formatted Mech. Bills	Duplicative of Billing Accuracy (ICG #14).		BST provides bills via EDI that are error free. If there is an out of balance situation, processes are stopped and errors are corrected before the bills go out.
16. % of Usage Records Transmitted Correctly		Usage Data Delivery Accuracy	<u>Similar measurements</u>
17. Billing Completeness		Mean Time to Deliver Invoices	<u>Similar measurements</u>
18. Billing Timeliness (Wholesale Bill)		Mean Time to Deliver Usage. Usage Data Delivery Timeliness	<u>Similar measurements</u>
19. Daily Usage Feed Timeliness			If there is an issue here, it is self correcting. It is in BST's interest to bill the CLEC for usage.
20. Unbillable Usage		Usage Record Completeness	
<b>C. Miscellaneous Administrative</b>			
21. LSC (Local Svc. Ctr.) Average Speed of Answer		Speed of Answer in Ordering Center (LCSC)	<u>Similar measurements</u>
22. LSC Grade of Service (GOS)	Similar to 21 above. Another way to measure speed of answer.	Speed of Answer in Ordering Center (LCSC)	<u>Similar measurement – in concept.</u>
23. % Busy in the Local Service Center			% Busy and Grade of Service are of little value to the CLEC. The primary measure of nondiscriminatory treatment is how long does it take to answer the call
24. (Local Opns. Ctr.) LOC Average Speed of Answer		Average Answer Time – UNE Center	<u>Similar measurements</u>
25. LOC Grade of Service (GOS)	Similar to 21 above. Another way to measure speed of answer	Average Answer Time – UNE Center	<u>Similar measurements</u>

**Comparison of ICG's proposed measurements to Service Quality Measurements currently published by BellSouth**

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26. % Busy in the LOOC		Average Answer Time - Resale Maint. Center	% Busy and Grade of Service are of little value to the CLEC. The primary measure of nondiscriminatory treatment is how long does it take to answer the call
<b>II. RESALE POTS AND UNE LOOP AND PORT COMBINATIONS COMBINED BY ILEC</b> <b>A. Provisioning</b>			
27. Mean Installation Interval		Average Order Completion Interval	<u>Similar measurements.</u> BST provides additional product disaggregation.
28. % Installations completed within "X" Business Days-POTS	Similar to #27. Another way to measure installation interval.	Order Completion Interval Distribution	<u>Similar measurements.</u> BST provides additional product disaggregation.
29. % SWBT Caused Missed Due Dates		% Missed Installation Appointments less % Missed Installation Appts Caused by End User.	<u>Similar measurements.</u> BST provides additional product disaggregation.
30. % Company Missed Due Dates due to lack of Facilities		% Missed Installation Appointments. Mean Held Order Interval - Held for Facilities	<u>Similar measurements.</u> BST provides additional product disaggregation.
31. Ave. Delay Days for Missed DD due to lack of Fac.	A drill down of measure #32 below.	Mean Held Order Interval - Held for Facilities	<u>Similar measurements.</u> BST provides additional product disaggregation.
32. Average Delay Days for SWBT Missed Due Dates		Mean Held Order Interval	<u>Similar measurements.</u> BST provides additional product disaggregation.
33. % SWBT Caused Missed Due Dates > 30 Days	Somewhat duplicative of measures 29 and 32.	Mean Held Order Interval	<u>Similar measurements</u>

**Comparison of ICG's proposed measurements to Service Quality Measurements currently published by BellSouth**

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34. # of Orders canceled after the DD caused by SWBT			Prone to misunderstanding. Not all cancellations after ILEC caused misses are attributable to the ILEC. The key, end-user affecting, measurement is Company Caused Missed Due Dates. (ICG) or Missed Installation Appointments (BST)
35. % Trouble Reports within 10 Days (1-10) of Installation		% Provisioning Troubles within 30 days	<u>Similar measurements</u>
36. % No Access (Service Orders with No Access)	Another way to measure Company Caused Missed Due Dates (ICG #29).	% Missed Installation Appointments - end user caused Held Order Interval Distribution Mean Held Order Interval - Held for Equipment Mean Held Order Interval - Held for Other	<u>Similar measurements</u>
		% of Orders in Jeopardy Average Jeopardy Notification Interval	
<b>B. Maintenance</b>			
37. Trouble Report Rate	No separation between troubles requiring a dispatch vs. non-dispatch. Product disaggregation is POTS - Res, POTS Bus and UNE Combo.	Customer Trouble Report Rate	<u>Similar measurements.</u> BST measurement provides additional disaggregation of troubles requiring dispatch and non-dispatch; product disaggregation is Resale Res, Resale Bus, Resale Design, UNE Design, UNE-Non Design.



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38. % Missed Repair Commitments	Product disaggregation is POTS - Res, POTS Bus and UNE Combo.	% Missed Repair Appointments	<u>Similar measurements.</u> BST product disaggregation is Resale Res, Resale Bus, Resale Design, UNE Design, UNE-Non Design.
39. Receipt to Clear Duration	Product disaggregation is POTS - Res, POTS Bus and UNE Combo.	Maintenance Average Duration	<u>Similar measurements</u> BST product disaggregation is Resale Res, Resale Bus, Resale Design, UNE
40. % Out of Service (OOS) < 24 Hours	No separation between troubles requiring a dispatch vs. non-dispatch. Product disaggregation is POTS - Res, POTS Bus and UNE Combo.	% Out of Service (OOS) > 24 Hours	<u>Similar measurements.</u> BST measurement provides additional disaggregation of troubles requiring dispatch and non-dispatch. BST product disaggregation is Resale Res, Resale Bus, Resale Design, UNE
41. % Repeat Reports in 10 days	No separation between troubles requiring a dispatch vs. non-dispatch. Product disaggregation is POTS	% Repeat Troubles within 30 Days	<u>Similar measurements.</u> BST measurement provides additional disaggregation of troubles requiring dispatch and non-dispatch. The 30 day window is a more stringent measurement of repeat reports.
42. % No Access (% of Trouble Reports with No Access)	This is a measurement of CLEC and end-user miscommunication		
<b>III. RESALE SPECIALS AND UNE LOOP AND PORT COMBINATIONS COMBINED BY ILEC</b> <b>A. Provisioning</b>			
43. Average Installation Interval		Average Order Completion Interval	<u>Similar measurements</u>
44. % Installations completed within 20 Business Days	Similar to #43. Another way to measure installation interval.	Order Completion Interval Distribution	<u>Similar measurements</u>
45. % SWBT Caused Missed Due Dates		% Missed Installation Appointments less % Missed Installation Apts Caused by End User.	<u>Similar measurements</u>

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46. % Trouble Reports within 30 Days (1-30) of Installation		% Provisioning Troubles within 30 days	<u>Similar measurements</u>
47. % Company Missed Due Dates due to lack of Facilities		% Missed Installation Appointments. Mean Held Order Interval - Held for Facilities	<u>Similar measurements</u>
48. Delay Days for Missed DDs due to lack of Facilities	A drill down of measure #49 below.	Mean Held Order Interval - Held for Facilities	<u>Similar measurements</u>
49. Delay Days for SWBT Missed Due Dates		Mean Held Order Interval	<u>Similar measurements</u>
50. % SWBT Caused Missed Due Dates > than 30 Days	Somewhat duplicative of measures 45 and 49.	Mean Held Order Interval	<u>Similar measurements</u>
51. # of Orders canceled after the DD caused by SWBT		Held Order Interval Distribution	
		Mean Held Order Interval - Held for Equipment	
		Mean Held Order Interval - Held for Other	
		% of Orders in Jeopardy	
		Average Jeopardy Notification Interval	
<b>B. Maintenance</b>			
52. Mean Time to Restore		Maintenance Average Duration	<u>Similar measurements</u>
53. % Repeat Reports		% Repeat Troubles within 30 Days	<u>Similar measurements</u>
54. Failure Frequency		Customer Trouble Report Rate	<u>Similar measurements</u>
		% Missed Repair Appointments	
		% Out of Service (OOS) > 24 Hours	
<b>IV. UNBUNDLED NETWORK ELEMENTS (UNES)</b>			
<b>A. Provisioning</b>			
55. Average Installation Interval		Average Order Completion Interval	<u>Similar measurements</u>

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55.1. Average Installation Interval – DSL		Average Order Completion Interval	<u>Similar measurements</u> – DSL is included with the UNE Design category.
55.2. Average Installation Interval for Loop with LNP		Total Service Order Cycle Time for UNE Design, Non Design and Total Service Order Cycle Time for LNP.	<u>Similar measurements.</u>
56. % Installations completed within "X" Business Days	Similar to #55. Another way to measure installation interval.	Total Service Order Cycle Time Distribution for UNE Design, Non Design and Total Service Order Cycle Time Distribution for LNP.	<u>Similar measurements.</u> The % completion can be derived from the Completion Interval Distribution details.
56.1. % Installations completed within industry guidelines for LNP with Loop	Similar to #55.2. Another way to measure installation interval.	Total Service Order Cycle Time Distribution for UNE Design, Non Design and Total Service Order Cycle Time Distribution for LNP.	<u>Similar measurements.</u> The % completion can be derived from the Completion Interval Distribution details.
57. Average Response Time for Loop Make-Up Information	Loop makeup information is one step of the ordering process and the time for loop makeup is included in FOC timeliness.		
58. % SWBT Caused Missed Due Dates		% Missed Installation Appointments less % Missed Installation Appts Caused by End User.	<u>Similar measurements.</u>
59. % Trouble Reports within 30 Days (1-30) of Installation		% Provisioning Troubles within 30 days	<u>Similar measurements.</u>
60. % Missed Due Dates due to lack of Facilities		% Missed Installation Appointments. Mean Held Order Interval - Held for Facilities	<u>Similar measurements.</u>
61. Ave. Delay Days for Missed DDS due to lack of Facilities	A drill down of measure #62 below.	Mean Held Order Interval - Held for Facilities	<u>Similar measurements.</u>
62. Ave. Delay Days for SWBT Missed Due Dates		Mean Held Order Interval	<u>Similar measurements.</u>
63. % SWBT Caused Missed Due Dates > than 30 Days	Somewhat duplicative of measures 58 and 62.	Mean Held Order Interval	<u>Similar measurements</u> in concept.

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64. # of Orders canceled after the DD caused by SWBT		Held Order Interval Distribution Mean Held Order Interval - Held for Equipment Mean Held Order Interval - Held for Other	
		% of Orders in Jeopardy	
		Average Jeopardy Notification Interval	
<b>B. Maintenance</b>			
65. Trouble Report Rate		Customer Trouble Report Rate	Similar measurements.
66. % Missed Repair Commitments		% Missed Repair Appointments	Similar measurements.
67. Mean Time to Restore		Maintenance Average Duration	Similar measurements.
68. % Out of Service (OOS) < X Hours		% Out of Service (OOS) > 24 Hours	Similar measurements. The inverse.
69. % Repeat Reports		% Repeat Troubles within 30 Days	Similar measurements.
<b>V. INTERCONNECTION TRUNKS</b>			
70. % Trunk Blockage		Trunk Group Service Summary which individually tabulates local trunk groups and common transport groups.	Similar measurements.
70.1. Count of Blocked calls excluded from % of Trunk Blockage	This measurement is not clear and would not appear to be critical.		
71. Common Transport Trunk Blockage		Trunk Group Service Summary which individually tabulates local trunk groups and common transport groups.	Similar measurements.

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72. Distribution of Common Transport Trunk Groups Exceeding 2% / 1%		Trunk Group Service Summary which individually tabulates local trunk groups and common transport groups. Trunk Group Service Detail.	<u>Similar measurements.</u>
73. Percent Missed Due Dates		% Missed Installation Appointments less % Missed Installation Appts Caused by End User.	<u>Similar measurements.</u>
74. Average Delay Days for Missed Due Dates		Mean Held Order Interval	<u>Similar measurements.</u>
75. % SWBT Caused Missed Due Dates > 30 Days	Somewhat duplicative of measures 73 and 74.	Mean Held Order Interval	<u>Similar measurements.</u>
76. Average Trunk Restoration Interval		Maintenance Average Duration	<u>Similar measurements.</u>
77. Average Trunk Restoration Interval for Service Affecting Trunk Groups	This is a drill down of measurement #76. It is not clear if this includes CLBC originating groups. BST does not control these groups.		
78. Average Interconnection Trunk Installation Interval		Average Order Completion Interval	<u>Similar measurements.</u>
		Order Completion Interval Distribution	
		% of Orders in Jeopardy	
		Average Jeopardy Notification Interval	
		% Provisioning Troubles within 30 days	
		Customer Trouble Report Rate	
		% Missed Repair Appointments	
		% Repeat Troubles within 30 Days	
		% Out of Service (OOS) > 24 Hours	

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<b>VI. DIRECTORY ASSISTANCE (DA) AND OPERATOR SERVICES (OS)</b>			
79. Directory Assistance Grade of Service	Similar to #80. Another way to measure speed of answer.	Directory Assistance Average Speed of Answer	<u>Similar measurements.</u>
80. Directory Assistance Average Speed of Answer		% Answered within "X" Seconds	<u>Similar measurements.</u> Parity by design. All calls from CLEC and BellSouth retail customers go to the same operator pool.
81. Operator Services Grade of Service	Similar to #82. Another way to measure speed of answer.	Operator Services (Toll) Average Speed of Answer	<u>Similar measurements.</u> Parity by design. All calls from CLEC and BellSouth retail customers go to the same operator pool.
82. Operator Services Average Speed of Answer		% Answered within "X" Seconds	<u>Similar measurements.</u> Parity by design. All calls from CLEC and BellSouth retail customers go to the same operator pool.
83. % Calls Abandoned			Parity by Design – All calls go to the same Operator pool
84. % Calls Deflected			Parity by Design – All calls go to the same Operator pool
85. Average Work Time			Parity by Design – All calls go to the same Operator pool
86. Non-Call Busy Work Volumes			Parity by Design – All calls go to the same Operator pool
<b>VII. INTERIM NUMBER PORTABILITY (INP)</b> 87. % Installation Completed within X (3, 7, 10) Bus. Days	Another way to measure Installation Interval as Measurement #88 does.	Order Completion Interval Distribution. INP is included with UNE Design or UNE-Non-Design.	<u>Similar measurements.</u> CLEC ordering of INP is relatively small since metro areas have converted to INP.

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88. Average INP Installation Interval		Average Order Completion Interval. INP is included with UNE Design or UNE-Non-Design.	<b>Similar measurements.</b> CLEC ordering of INP is relatively little since metro areas have converted to LNP.
89. % INP I-Reports within 30 Days		% Provisioning Troubles within 30 days. INP is included with UNE Design or UNE-Non-Design.	<b>Similar measurements.</b> CLEC ordering of INP is relatively little since metro areas have converted to LNP.
90. % Missed Due Dates		% Missed Installation Appointments. INP is included with UNE Design or UNE-Non-Design.	<b>Similar measurements.</b> CLEC ordering of INP is relatively little since metro areas have converted to LNP.
		Mean Held Order Interval. INP is included with UNE Design or UNE-Non-Design.	
		Held Order Interval Distribution. INP is included with UNE Design or UNE-Non-Design.	
<b>VII. LOCAL NUMBER PORTABILITY (LNP)</b>			
91. % LNP Due Dates within Industry Guidelines		Order Completion Interval Distribution	<b>Similar measurements.</b> The % completion can be derived from the Completion Interval Distribution details.
92. % of time the old Service Provider releases Subscription prior to the expiration of the second 9 hour timer	This is a diagnostic measurement of the number porting process. The key end-user affecting measurement is % Installation Appointments Met / % Company Caused Missed Due Dates.		

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<p>93. % of Customer account restructured prior to LNP due date</p>	<p>This is a diagnostic measurement of the number porting process. The key end-user affecting measurement is % Installation Appointments Met / % Company Caused Missed Due Dates.</p>		
<p>94. % FOCs received within "X" hours</p>		<p>Firm Order Confirmation Timeliness</p>	<p><u>Similar measurements</u></p>
<p>95. Average Response Time for Non-mechanized Rejects Returned with complete and accurate codes</p>	<p>BellSouth will not issue disconnect until activate msg. is received from NPAC.</p>		
<p>96. % Premature Disconnects for LNP Orders</p>		<p>Percent Missed Installation Appointments and % Provisioning Troubles within 30 days.</p>	<p><u>Similar measurements.</u> Failures in processing trigger order would result in Provisioning Trouble Reports and Missed Installation Appointments.</p>
<p>97. % of Time SWBT applies the 10-digit trigger prior to the LNP Order Due Date</p>	<p>Once number has been ported, installation troubles for the number would not be handled by BellSouth. If a UNE loop was associated with the service BellSouth troubles would be addressed in the UNE Loop category above.</p>	<p>% Provisioning Troubles within 30 days.</p>	<p><u>Similar measurements.</u> Once the number has been ported, the primary responsibility for handling installation troubles would be between the CLEC and NPAC. However BST would be responsible for insuring that the ported number had been treated properly in the 'from' BST central office. Failures would result in Provisioning Trouble Reports where LNP is separately reported category.</p>
<p>98. % LNP I-Reports in 10 days</p>			
<p>99. Average Delay Days for SWBT Missed Due Dates</p>		<p>Percent Missed Installation Appointments; Total Service Order Cycle Time</p>	<p>When taken together, these two BellSouth measurements address the intent of the SWBT measurement.</p>



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100. Average Time of Out of Service for LNP conversions		Coordinated Customer Conversions.	<u>Similar measurements.</u>
101. % Out of Service < 60 Minutes		Coordinated Customer Conversions. % Rejected Service Requests Reject Distribution Interval- non-mechanized	<u>Similar measurements.</u>
		% Flow Through Service Requests (Summary)	
		% Flow Through Service Requests (Detail)	
		Average Disconnect Timeliness Interval.	
		Disconnect Timeliness Interval Distribution.	
<b>VIII. 911</b>			
102. Average Time to Clear Errors			Parity by design. Both BST retail and CLEC resale updates are processed by third party. CLECs who serve end-users from a CLEC switch handle their end-users E911 updates.
103. % Accuracy for 911 database updates		% E911 Accuracy	<u>Similar Measurements.</u> Parity by design. Both BST retail and CLEC resale updates are processed by third party. CLECs who serve end-users from a CLEC switch handle their end-users E911 updates.

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<p>104. Average Time Required to Update 911 Database</p>		<p>E911 Timeliness (% within 24 hours)</p>	<p><u>Similar Measurements.</u> Parity by design. Both BST retail and CLEC resale updates are processed by third party. CLECs who serve end-users from a CLEC switch handle their end-users E911 updates..</p>
		<p>E911 Mean Interval and Interval Distribution</p>	<p>Parity by design. Both BST retail and CLEC resale updates are processed by third party. CLECs who serve end-users from a CLEC switch handle their end-users E911 updates.</p>
<p><b>IX. POLES, CONDUIT AND RIGHTS OF WAY</b></p>			
<p>105. % of requests processed within 35 days</p>			<p>In Louisiana – II, the FCC determined that BellSouth is in compliance with this check list item. CC Docket 98-121, Executive Summary and Par. 174.</p>
<p>106. Average Days required to Process a Request</p>			<p>In Louisiana – II, the FCC determined that BellSouth is in compliance with this check list item. CC Docket 98-121, Executive Summary and Par. 174.</p>
<p><b>X. COLLOCATION</b></p>			
<p>107. % Missed Collocation Due Dates</p>		<p>% of Due Dates Missed</p>	<p><u>Similar measurements.</u></p>
<p>108. Average Delay Days for SWBT Missed Due Dates</p>		<p>% of Due Dates Missed. Average Arrangement Time</p>	<p><u>Similar measurements</u> when viewed together.</p>
<p>109. % of Requests processed within the tariffed timelines</p>		<p>Average Response Time</p>	<p><u>Similar measurements.</u></p>

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<b>XI. DIRECTORY ASSISTANCE DATABASE</b>			
110. % of updates completed into the DA Database within 72 hours for facility based CLECs			In BellSouth this is parity by Design - Directory database updates from retail and wholesale customers are processed in the same batch file.
111. Average Update Interval for DA database for facility based CLECs			In BellSouth this is parity by Design - Directory database updates from retail and wholesale customers are processed in the same batch file.
112. % DA Database Accuracy for Manual Updates			In BellSouth this is parity by Design - Directory database updates from retail and wholesale customers are processed in the same batch file.
113. % of electronic updates that flow through the DSR without manual intervention.	Measurement unclear. May be unique to SWBT processes.		
<b>XII. COORDINATED CONVERSIONS</b>			
114. % Pre-mature disconnects (Coordinated Cutovers)			
115. % SWBT caused delayed Coordinated Cutovers			Would be reflected in Customer Coordinated Conversion intervals (SQM Page 28)
116. % Missed mechanized INP conversions		Average Cutover Interval	Since the implementation of LNP, there is very little INP activity.
		%Conversions in 5 Minutes	
		%Conversions between 5 and 15 Minutes	
		%Conversions > 15 Minutes	
<b>XIII. NXX</b>			

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117. % NXXs loaded and tested prior to the LERG effective date.			This is not an important measurement based on no complaints despite a high volume of activity.
118. Average Delay Days for NXX loading and testing			This is not an important measurement based on no complaints despite a high volume of activity.
119. Mean Time to Repair			This is not an important measurement based on no complaints despite a high volume of activity.
<b>XIV. BONA FIDE REQUEST PROCESS (BFRs)</b>			
120. % of Requests processed within 30 Business Days			YTD September 1999, BellSouth has only received a total of 48 BFRs from <u>ALL</u> CIECs in <u>ALL</u> 9 states. Therefore this measurement would have little value and would have to be manually tracked due to lack of activity to justify mechanization.
121. % Quotes Provided for Authorized BFRs within X(10,30,90) business days			See above.
Misc. Maintenance OSS		OSS Interface Availability	
		OSS Response Interval & Percentages	