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December 21, 2000

VIA HAND DELIVERY

Blanca S. Bayo, Director
Division of Records and Reporting
Betty Easley Conference Center
4075 Esplanade Way
Tallahassee, Florida 32399-0870

Re: Docket No.: 001797-TP

Dear Ms. Bayo:

On behalf of Covad Communications Company, enclosed for filing and distribution are the original and 15 copies of the following:

- ▶ Covad's Filing of Issue Matrix.

Please acknowledge receipt of the above on the extra copy of each and return the stamped copies to me in the envelope provided. Thank you for your assistance.

Sincerely,

Vicki Gordon Kaufman

Vicki Gordon Kaufman

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BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

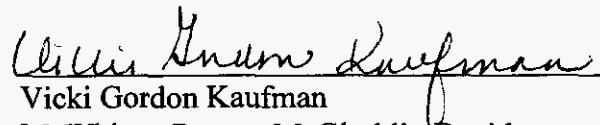
Petition for Interconnect Arbitration
by DIECA Communications, Inc. d/b/a
Covad Communications Company Against
BellSouth Telecommunications, Inc.

Docket No.: 001797-TP

Filed: December 21, 2000

Covad's Filing of Issue Matrix

Covad Communications Company (Covad), in order to assist the Commission in the processing of this matter, hereby files the attached Issue Matrix which corresponds to Covad's Petition for Arbitration filed on December 15, 2000.



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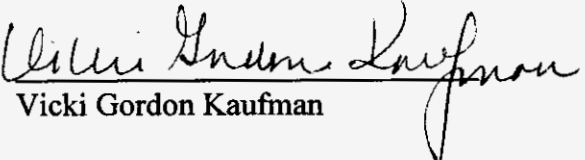
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Attorneys for Covad Communications
Company

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing Covad's Filing of Issue Matrix has been furnished by (*) hand delivery this 21st day of December, 2000, to the following:

(*) Nancy White
c/o Nancy Sims
150 S. Monroe Street
Suite 400
Tallahassee, Florida 32301


Vicki Gordon Kaufman

ISSUE MATRIX FOR FLORIDA

ISSUE	COVAD POSITION	BELLSOUTH POSITION
General Terms and Conditions		
Issue 1: Should BellSouth be permitted to require Covad to waive liability for breaches of the agreement? ¶ 8.3.1	No. Covad should be able to recover damages for material breaches of contract as well as for willful conduct.	Yes. Liability should be limited to receiving a "credit" for services that were either not delivered at all or that were delivered in breach of contract.
Issue 2: Should BellSouth be exempted from its obligations under this agreement in the event it fails to manage its workforce sufficiently to avoid a strike? ¶ 14.2	No. Covad requests that BellSouth provide information before, during and after a strike to ensure that BellSouth meets its legal obligation during such a strike.	Yes. BellSouth will not agree to consult with Covad before, during and after a strike.
Issue 3: Should BellSouth be permitted to restrict Covad's rights under section 252(i) of the Act by imposing an artificial limitation on Covad's ability to opt-in to Interconnection Agreements reached between BellSouth and other competitive carriers? ¶ 15	No. Covad is entitled to opt-in to any carrier's arrangement at any time as provided by FCC Rules.	Yes. BellSouth believes Covad should not be entitled to opt-in another carrier's interconnection arrangement within the last six months of that arrangement.
Attachment 1 (Resale)		
Issue 4: Should BellSouth be permitted to restrict Covad's ability to resell services? ¶ 3.3.1	No. Covad should be able to resell to itself and to other wholesalers.	Yes. BellSouth should be able to preclude Covad from reselling service to itself and to other wholesalers.
Attachment 2 (Network Elements)		
Issue 5: Loop Provisioning Intervals		
Issue 5(a): Should BellSouth be required to provide unbundled voice-grade, ADSL,	Yes. Covad needs a set DSL loop delivery interval on which to build its business and	No. BellSouth can only commit to "targeted" loop delivery intervals.

<p>HDSL, and UCL loops within 3 business days, or should BellSouth be permitted to take up to an unspecified amount of time to install a loop?</p> <p>¶ 2.1.7</p>	<p>to accurately set customer expectations.</p>	
<p>Issue 5(b): Should BellSouth be required to provide an IDSL-Compatible Loop to Covad within five business days from submission of a Local Service Request, or should provisioning of an IDSL-Compatible Loop (UDC) be solely subject to BellSouth's unilateral "Interval Guide"?</p> <p>¶ 2.1.17.7, 2.1.13</p>	<p>Yes. Covad needs a set DSL loop delivery interval on which to build its business and to accurately set customer expectations.</p>	<p>No. BellSouth can only commit to "targeted" loop delivery intervals.</p>
<p>Issue 5(c): Should BellSouth de-condition loops requested by Covad within 5 business days, or should BellSouth be permitted to take up to 30 business days to de-condition a loop?</p> <p>¶ 2.2.1</p>	<p>Yes. Conditioning work can be accomplished in 5 business days.</p>	<p>No. BellSouth desires up to 30 business days to condition certain loops.</p>
<p>Issue 6: Should BellSouth reimburse Covad if BellSouth unilaterally changes a FOC on an unbundled loop order, given that BellSouth has requested that Covad reimburse BellSouth if Covad changes or cancels an order?</p> <p>¶¶ 2.1.7, 2.1.8</p>	<p>Yes. If BellSouth seeks to impose penalties on Covad for changes or modifications of an order, BellSouth should likewise face penalties for changing or modifying information provided to Covad.</p>	<p>No. BellSouth is entitled to charge for changes to a Covad order, but should not be penalized for changing a FOC date.</p>
<p>Issue 7: Should Covad be required to order and pay for a "designed loop" process each time that it orders an</p>	<p>No. Covad needs only a simple, copper voice grade loop. No design process is necessary and Covad should not be forced</p>	<p>Yes. Covad must accept the loops as defined by BellSouth, including BellSouth's determination that all DSL</p>

<p>unbundled digital loop (ADSL, HDSL, UCL, or IDSL-Compatible Loop)?</p> <p>¶¶ 2.1.12, 2.1.17.1, 2.1.17.2, 2.1.17.3</p>	<p>to accept loop definitions that require Covad to buy a "designed" DSL loop.</p>	<p>loops must be "designed."</p>
<p>Issue 8: Should Covad be charged for BellSouth's dispatch and testing on a loop if BellSouth is not able to identify a trouble on that loop?</p> <p>¶¶ 2.1.14-16</p>	<p>No. BellSouth should not charge Covad if it dispatches a truck but does not resolve the loop problem.</p>	<p>Yes. BellSouth should recover its costs for all dispatches on behalf of Covad.</p>
<p>Issue 9: Are Covad's proposed intervals for providing Dark Fiber information reasonable?</p> <p>¶¶ 2.7.2.4, 2.7.4.5</p>	<p>Yes. Covad needs access to information about the location of Dark Fiber in 20 business days.</p>	<p>No. BellSouth proposes to use "best efforts" to get Covad that information within 30 business days.</p>
<p>Issue 10: Rates for Loop Conditioning</p>		
<p>Issue 10(a): Should BellSouth be permitted to charge Covad for loop conditioning of loops that are less than 18,000 feet, even though past and current industry design guidelines dictate that loops less than 18,000 feet long should not require conditioning?</p> <p>¶ 2.2.1</p>	<p>No. A forward-looking network has no load coils or excessive bridged tap. Thus, under Federal pricing principles, BellSouth cannot recover for removing those impediments.</p>	<p>Yes. The Commission should allow BellSouth to recover for conditioning work.</p>
<p>Issue 10(b): Should the agreement establish rates for conditioning proposed by Covad?</p> <p>¶ 2.2.1, Attached Rate Sheet</p>	<p>Yes. The rates proposed by Covad, Rhythms and BlueStar in Docket 990649-TP should be incorporated into the contract.</p>	<p>No. BellSouth believes that the rates it proposed in Docket No. 990649-TP should be incorporated into the contract.</p>

<p>Issue 11: Should BellSouth be permitted to charge for a manual LSR submission when it does not make an electronic means of submitting LSRs available?</p> <p>¶ 2.9.1</p>	<p>No. BellSouth's failure to implement electronic ordering systems for DSL loops should not further penalize DSL providers by forcing them to pay a manual processing charge.</p>	<p>Yes. BellSouth should be allowed to charge for manual service order processing, even though it has not yet made electronic ordering commercially available.</p>
<p>Issue 12: Should Covad have to pay for a submitted LSR when it cancels an order because BellSouth has not delivered the loop in less than five business days?</p> <p>¶ 2.9.3</p>	<p>No. OSS charges should be assessed only when BellSouth complies with its obligations to timely deliver loops.</p>	<p>Yes. BellSouth should be entitled to recover OSS charges for every LSR submitted, irrespective of BellSouth's performance.</p>
<p>Issue 13: Should BellSouth provide read-only access to all loop makeup information, as required by the FCC <i>UNE Remand Order</i>, or should BellSouth be permitted to impose artificial limitations on loop information Covad can obtain?</p> <p>¶¶ 2.10.1.2, 2.10.1.3</p>	<p>Yes. This complete access is required by the UNE Remand Order.</p>	<p>No. BellSouth should be required only to provide limited access to LFACS.</p>
<p>Issue 14: Should Covad be permitted to order, both electronically and manually, a loop it has qualified and reserved as an SL1 loop?</p> <p>¶ 2.10.4.2</p>	<p>Yes. Covad is entitled to select, reserve and order any loop and put whatever services it wishes on that loop.</p>	<p>No. BellSouth pre-ordering systems will not allow Covad to qualify, reserve and order a SL1 loop.</p>
<p>Issue 15: What should be the interval for installation of POTS splitters in a central office – thirty or 42 calendar days?</p> <p>¶ 2.11.2.2</p>	<p>Thirty calendar days.</p>	<p>Forty-two calendar days.</p>
<p>Issue 16: Should BellSouth install a splitter</p>	<p>Yes. This is the most efficient network</p>	<p>No. BellSouth prefers to place the splitter</p>

<p>on the Main Distribution Frame or on a relay rack within 25 feet of the Main Distribution Frame?</p> <p>¶ 2.11.2.6</p>	<p>configuration for line sharing and minimizes the potential to degrade Covad's services.</p>	<p>in the common collocation area, even if that arrangement is inefficient and has the potential to degrade Covad's services.</p>
<p>Issue 17: Should BellSouth permit Covad to order splitter ports in increments of a single port at a time?</p> <p>¶ 2.11.2.11</p>	<p>Yes.</p>	<p>No.</p>
<p>Issue 18: Should the provisioning interval for the line-sharing UNE improve eventually to twenty-four hours?</p> <p>¶ 2.11.2.13</p>	<p>Yes. This interval provides ample time to do the minimal work required to provision a line shared loop.</p>	<p>No. BellSouth will not commit to improving its installation interval over time.</p>
<p>Issue 19: Should BellSouth be permitted to assess a manual service order charge for line sharing, given that BellSouth does not now have in place electronic systems for pre-ordering, ordering, provisioning, maintenance and repair for line sharing?</p> <p>¶ 2.11.2.14</p>	<p>No. BellSouth should not be rewarded for its failure to implement electronic ordering systems for line-shared loops by requiring DSL providers to pay a manual processing charge.</p>	<p>Yes. BellSouth should be entitled to charge a manual service order on line shared loops, even though competitors cannot yet order those loops electronically.</p>
<p>Issue 20: Should BellSouth be required to re-certify the functionality of all splitters currently in place and provide certification of any functionality of splitters ordered by Covad?</p> <p>¶ 2.11.2.5</p>	<p>Yes. BellSouth has improperly installed numerous splitters today, which has harmed Covad's ability to deploy line sharing.</p>	<p>Unclear.</p>

<p>Issue 21: Should BellSouth be required to provide accurate service order completion notifications for line shared UNE orders?</p> <p>¶ 2.11.2.3</p>	<p>Yes. This information is crucial to the operation of Covad's business.</p>	<p>BellSouth may be willing to provide some accurate information, but it is unclear whether that information will be sufficient for Covad's needs.</p>
<p>Issue 22: Should BellSouth be required to test for data continuity on all line shared loops both in the provisioning and in the repair and maintenance of the loops?</p> <p>¶ 2.11.2.13.1</p>	<p>Yes. This is necessary to insure that BellSouth has properly completed its provisioning of line shared loops.</p>	<p>Unclear.</p>
<p>Issue 23: Should BellSouth be required to provide test access to Covad for all points of interconnection on a line shared loop?</p> <p>¶ 2.11.1.4</p>	<p>Yes. This is necessary for Covad to be able to resolve troubles quickly on line shared loops.</p>	<p>No. If Covad does not have access to an area through which its line shared loop is connected, Covad should open a trouble ticket with BellSouth and let BellSouth resolve the problem.</p>
<p>Issue 24: Are the rates for Unbundled Loops and Line Sharing set forth in Exhibit C to Attachment 2 in compliance with TELRIC?</p>	<p>No. This Commission must set permanent line sharing pricing based on TELRIC.</p>	<p>Yes. BellSouth's rates for line sharing should be adopted by the Commission.</p>
<p>Attachment 4 (Physical Collocation)</p>		
<p>Issue 25: In the event Covad desires to terminate its occupation of a collocation space, should Covad be required to empty that space completely, even if the next ALEC on the waiting list for that central office would desire to take that space as configured by Covad (such as racks, conduits, etc.)?</p> <p>¶ 4.3.2</p>	<p>No. When Covad announces that it will terminate its occupation of collocation space, BellSouth should properly manage its collocation by alerting a waiting ALEC to the availability of prepared collocation space.</p>	<p>Yes. BellSouth will not change its process to accommodate efficient transition of prepared collocation space.</p>
<p>Issue 26: In the event Covad cancels an</p>	<p>No. If BellSouth has performed work for</p>	<p>Yes. BellSouth must recover from Covad</p>

<p>order for collocation space and BellSouth work done on behalf of Covad may be transferred to another ALEC waiting for space, should BellSouth be permitted to charge Covad for that work?</p> <p>¶ 6.14</p>	<p>Covad that can be transferred to another ALEC seeking collocation space, Covad should not be charged for that work.</p>	<p>all expenses incurred, even if it can transfer work performed for Covad to another ALEC.</p>
<p>Issue 27: Should recurring charges for space preparation and floor space begin on the date BellSouth releases Collocation Space for occupancy or the date Covad either accepts the space from BellSouth or first occupies the Collocation Space?</p> <p>¶¶ 7.1, 7.6</p>	<p>The date Covad either accepts space or occupies the collocation space. An affirmative acceptance of space on the part of Covad must trigger recurring space charges.</p>	<p>BellSouth should be able to initiate recurring charges for space when it unilaterally determines the space is ready.</p>
<p>Issue 28: Should BellSouth be required to provide power cabling from the BDFB to the collocation arrangement and from the BellSouth service panel to an adjacent arrangement, as other ILECs do?</p> <p>¶¶ 7.7.1, 7.7.3</p>	<p>Yes. This is work BellSouth should perform to provision the collocation space.</p>	<p>No. ALECs and their vendors must deliver power to the ALEC collocation space.</p>
<p>Issue 29: What rates should apply for physical collocation services?</p>	<p>This Commission must set collocation rates based on TELRIC.</p>	<p>This Commission should accept BellSouth's proposed rates for collocation.</p>
<p>Attachment 6 (Ordering and Provisioning)</p>		
<p>Issue 30: Should BellSouth resolve all loop "facilities" issues within thirty days of receiving a complete and correct LSR?</p> <p>¶ 2.5.8</p>	<p>Yes. BellSouth must strive to aggressively resolve facility issues for Covad orders.</p>	<p>No. BellSouth will resolve facility issues in the same time frames as it resolves those for its retail customers, although BellSouth will not provide information to Covad about what that interval is.</p>

Attachment 7 (Billing and Billing Accuracy Certification)		
<p>Issue 31: Should BellSouth send a complete electronic and paper bill within ten business days of the bill date, and what will be the billing date of that bill?</p> <p>¶ 1.4-1.5</p>	<p>Yes. Covad needs both a paper and electronic copy of the bill. Covad should be required to pay the bill within 30 days of receipt of both.</p>	<p>BellSouth should not be obligated to provide both paper and electronic bills. Covad must be required to pay the bill within 30 days of the billing date, irrespective of when Covad received the bill.</p>
Issue 32: Billing Disputes		
<p>Issue 32(a): Should Covad be obligated to pay an amount in dispute, and if Covad does not pay, should BellSouth be permitted to assess late payment charges for that amount?</p> <p>¶¶ 1.7, 3.2</p>	<p>No. Covad should be entitled to withhold payment of disputed items and should not be charged late penalties for such withholding.</p>	<p>Yes. Covad must pay amounts in dispute. If Covad does not pay such amounts, BellSouth shall charge late penalties.</p>
<p>Issue 32(b): How long should parties endeavor to resolve any billing discrepancy – within 30 calendar days, as proposed by Covad, or 60 calendar days, as proposed by BellSouth?</p> <p>¶¶ 2.3.1</p>	<p>Covad proposes that disputes be resolved in 30 calendar days.</p>	<p>BellSouth proposes that disputes be resolved in 60 calendar days.</p>
Attachment 11 (Disaster Recovery Plan)		
<p>Issue 33: Should BellSouth's Network Management Center directly inform Covad's Network Management Center about all Abnormal Condition Reports that affect Covad circuits or put Covad circuits, equipment or employees at risk?</p> <p>¶ 2.0</p>	<p>Yes.</p>	<p>No.</p>

<p>Issue 34: Should BellSouth notify Covad's Network Management Center when BellSouth's Emergency Control Center is activated or placed on alert?</p> <p>¶ 3.0</p>	<p>Yes.</p>	<p>No.</p>
<p>Issue 35: If an Abnormal Condition Report or disaster affects or puts Covad's equipment, network or employees at risk, should BellSouth provide Covad with documentation of that condition and perform a root cause analysis of that situation?</p> <p>¶ 7.0</p>	<p>Yes.</p>	<p>No.</p>