

CASE NO. TO-2006-0299
MASTER LIST OF ISSUES BETWEEN CENTURYTEL AND SOCKET
ARTICLE VIII: ORDERING AND PROVISIONING – UNES

Issue Statement	Issue No.	Sec. Nos.	Socket Language	Socket Preliminary Position	CenturyTel Language	CenturyTel Preliminary Position
Should the Agreement contain an Article addressing the Ordering and Provisioning of UNEs?	1	All	<p>ARTICLE VIII: ORDERING AND PROVISIONING UNBUNDLED NETWORK ELEMENTS</p> <p>1.0 GENERAL REQUIREMENTS</p> <p>1.1 CenturyTel will provide pre-order, ordering and provisioning services to Socket associated with Unbundled Network Elements (“UNEs”) Combinations of UNEs and Commingled Arrangements, pursuant to the requirements set forth in this Article: Ordering and Provisioning – Unbundled Network Elements. As used herein and in Article VII, the terms “Unbundled Network Elements” (whether or not used with initial caps) and “UNEs” are those network elements that are unbundled pursuant to Article VII. A summary of the functions that CTEL shall support are set forth in Table 1 - PRE-ORDER AND ORDERING AND PROVISIONING – UNE. The functions in Table 1 that CTEL must support are not limited by Table 1.</p> <p>1.1 Socket may order, and CenturyTel will fill orders, for</p>	<p>Socket is entitled to efficient and effective provisioning of wholesale facilities under CenturyTel’s FTA § 251(c) obligations. This Article lays out reasonable terms and conditions governing the Parties’ respective obligations in this area.</p> <p>Socket’s proposed Ordering and Provisioning article is derived in large part from the Maintenance attachment that the Commission approved as reasonable and appropriate in Case No. TO-2005-0336, except that Socket has modified that attachment to reflect changes between CenturyTel’s operations and those of SBC Missouri. These terms should be memorialized in the interconnection agreement, rather than left to CenturyTel to dictate unilaterally to Socket in a separate “guide.” This ICA is a contract between two parties, and, under general contract law, one party cannot unilaterally amend the terms under which the parties operate by changes to a separate document that results in a change to the underlying contract.</p>		<p>Initially, notwithstanding the initiation of this arbitration proceeding, CenturyTel fully intends, consistent with 4 CSR 240-36.040(5)(B), to continue negotiating with Socket to resolve disputes between the parties. In many instances, CenturyTel anticipates being able to negotiate compromise language similar to that proposed by Socket but Socket did not provide this language to CenturyTel in time to permit such negotiations in advance of filing this DPL. To that end, CenturyTel anticipates being able to resolve significant portions of the disputed language.</p> <p>Nonetheless, the Commission should reject Socket’s proposed language because it is inconsistent with existing law and/or is unworkable. For example, whereas CenturyTel’s obligation is to provide Socket nondiscriminatory, parity-based treatment, Socket demands much more. With respect to provisioning intervals and certain ordering requirements, for example, Socket demands--but is not entitled to--special treatment above and beyond what CenturyTel does for itself or for any other CLEC. On its face, Socket’s demand is unreasonable. Importantly, ILECs’ obligations under the Federal Telecommunications Act are parity-based, meaning they must provide</p>

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			<p>Unbundled Network Elements as defined in Article VII. Multiple individual UNEs may be requested by Socket from CenturyTel on a single Local Service Request (LSR) for a specific customer, without the need to have Socket send an LSR for each UNE Element.</p> <p>1.2 Socket may order, and CenturyTel will fill orders, for specified combinations of Unbundled Network Elements, as defined in Article VII. Combinations of Unbundled Network Elements may be requested by Socket from CenturyTel on a single LSR for a specific customer, without the need to have Socket send an LSR for each Element.</p> <p>1.3 For all Unbundled Network Elements and UNE Combinations ordered under this Agreement, CenturyTel will provide pre-order, ordering and provisioning services equal in quality and speed (speed to be measured from the time Socket submits the order to CenturyTel) to the services CenturyTel provides to its end users for an equivalent service. When UNEs are ordered in combination or in a commingled</p>			<p>required elements and services in a manner "that is at least equal in quality to that provided . . . to itself or to any subsidiary, affiliate, or any other party to which the carrier provides interconnection." 47 U.S.C. 251(c)(2). That is precisely what CenturyTel offers in this proceeding, agreeing across-the-board to provide required services, elements, and functionality on a nondiscriminatory, parity basis. Socket, however, is apparently not content with obtaining parity, at least not parity with CenturyTel. Instead, perhaps due in part to Socket's wide scale cutting-and-pasting of SBC contract language, Socket repeatedly proposes contract language--like here--demanding special, super-parity treatment by, for example, compelling CenturyTel to provision UNEs quicker than the comparable retail services are provisioned to CenturyTel's own retail customers. That SBC may have certain capabilities or may offer certain features or services is irrelevant here. Neither the FTA nor any FCC order requires an ILEC to satisfy its statutory obligations in a manner "that is at least equal in quality to that provided" by SBC or another RBOC. The key in all respects is what the ILEC does for itself. Because CenturyTel must provide elements, services, and functionalities on a parity basis and that is exactly what CenturyTel proposes in this proceeding, thereby fulfilling its</p>

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			<p>arrangement, for example, loop and transport, the service must be supported by all the functionalities provided to CenturyTel local exchange service customers. This will include, but is not limited to Dispatch scheduling and Real time Due Date assignment. The ordering and provisioning to support these services will be provided in an efficient manner, which meets the performance metrics CenturyTel achieves when providing the equivalent end user services to an end user.</p> <p>1.4 Customer Specific Network Elements are Unbundled Network Elements provided by CenturyTel to Socket that are used to provide Telecommunications Service to a single Socket Customer. Provisioning Orders, based upon OBF LSR forms, will be used in ordering and provisioning Customer Specific Unbundled Network Elements. CenturyTel agrees that the information exchange will be forms-based using the Local Service Request Form, End User Information Form, Loop Element Form, (formerly Loop Service form), and Access Service Form</p>			<p>parity obligations, the Commission should reject Socket's demands for special, superior treatment Moreover, in many respects Socket's proposed contract language imposes undue burdens on CenturyTel and demands the infeasible. Socket's proposals, for example, fail to recognize the CenturyTel simply cannot satisfy the deadlines and timeframes they demand (which are themselves presumably based on SBC's capabilities). Therefore, the Commission should, consistent with CenturyTel's parity-based nondiscrimination obligations and prevailing federal law, reject Socket's proposed contract language that is not otherwise agreed-to by CenturyTel herein.</p>

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			<p>developed by the OBF.</p> <p>1.5 In ordering and provisioning Unbundled Network Elements that are used to serve multiple Socket customers and local interconnection trunks, Socket and CenturyTel shall use industry standard ASR guidelines developed by the OBF.</p> <p>2 ORDERING AND PROVISIONING INTERFACE</p> <p>2.1 Pre-order, Ordering and Provisioning requests for Unbundled Network Elements or Combinations of Unbundled Network Elements provided by CenturyTel to Socket will be transmitted to the CenturyTel Resale/CLEC Contact Service Center or Local Service Center (LSC). CenturyTel will respond to Socket calls with the same level of service that CenturyTel provides to their local exchange customers.</p> <p>2.2 CenturyTel will provide a Single Point of Contact (SPOC) for all of Socket’s ordering, status inquiries or escalation, contacts (via an 800# to the LSC) between 8 a.m. to 5:00 p.m. (CST) Monday through Friday (except holidays).</p>			

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			<p>CenturyTel will respond to emergency requests for after hours provisioning via an Operations Center that handles emergencies 24 hrs. per day, 7 days a week. Within 10 days of the effective date of this Agreement, CTEL shall provide contact information for the SPOC and the Operations Center that handles emergencies.</p> <p>2.3 CenturyTel will provide ordering and provisioning services to Socket for Unbundled Network Elements Monday through Friday from 8 a.m. to 5:00 p.m. (CST). Socket may request, at least two business days prior to the requested availability or as otherwise mutually agreed, that CenturyTel provide Saturday, Sunday, holiday, and/or additional out-of-hours (other than Monday through Friday from 8:00 a.m. to 5:00 p.m. (CST),) ordering, and provisioning services. If Socket requests that CenturyTel perform such services, CenturyTel will quote, within one (1) business day of the request, the number of hours and materials estimated for such services. The cost quote shall be calculated using that estimate of time and materials</p>			

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			<p>and the labor rates set forth in this agreement. If Socket accepts CenturyTel quote, CenturyTel will perform such services for Socket in the same manner as it does for itself and will bill Socket for the actual hours worked and materials used.</p> <p>2.4 CenturyTel will recognize Socket as the customer of record for all unbundled network elements ordered by Socket and will send all notices, invoices and pertinent information directly to Socket.</p> <p>2.5 CenturyTel will provide the following to Socket upon request:</p> <p>2.5.1 Designed Layout Record for designed Unbundled Network Elements;</p> <p>2.5.2 Where CenturyTel is not the Central Office Code Administrator, to the extent the information is not available to Socket in the same manner it is available to CenturyTel, CenturyTel will provide copies of notices containing information received by CenturyTel to Socket.</p> <p>2.6 Each Party will use its best efforts</p>			

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			<p>to ensure that all of its representatives who receive inquiries regarding the other Party's services: (i) refer repair inquiries to the other Party at a telephone number provided by that Party (ii) for other inquiries about the other Party's services or products, refer callers to telephone number(s) provided by that Party; and (iii) do not in any way disparage or discriminate against the other Party or its products or services.</p> <p>2.7 Each Party will work together to share issues and address concerns regarding processes that impact the Parties. The Single Point of Contact identified in Section 2.2 is the primary contact for each Party to address non-OSS issues that impact the daily business practices for a specified LEC.</p> <p>2.8 CenturyTel and Socket will work cooperatively in establishing and implementing practices and procedures regarding fraud and service annoyance handling.</p> <p>2.9 All misdirected calls to CenturyTel from Socket customers will be given a recording (or a live statement) directing them to call their local</p>			

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			<p>provider.</p> <p>3 ORDERING REQUIREMENTS</p> <p>3.1 Unless otherwise directed by Socket, CenturyTel will make every attempt to insure that all pre-assigned trunk or telephone numbers currently associated with that Element will be retained. To the extent such losses occur, CenturyTel will work cooperatively with Socket to remedy such occurrences.</p> <p>3.2 Within 24 hours of Socket submitting an order to CenturyTel, CenturyTel shall provide a Firm Order Commitment (FOC). The FOC will contain, at a minimum, an enumeration of Socket's ordered Network Elements or Combinations consisting of circuit number, telephone number and/or component ID, PON, version, and CenturyTel's commitment date for order completion (Committed Due Date).</p> <p>3.3 The starting time for calculating provisioning intervals begins at the time Socket submits a complete and accurate LSR or ASR.</p>			

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			<p>3.4 Within 24 hours of Socket submitting an order, CenturyTel shall review the order in order to identify any errors on the order. If CenturyTel finds errors in an order submitted by Socket, CenturyTel shall identify all errors and refer them back to Socket on a single response. Socket will then correct any errors that CenturyTel has identified and resubmit the request to CenturyTel through a supplemental order.</p> <p>4 PROVISIONING REQUIREMENTS</p> <p>4.1 Except in the event a Socket local service customer changes their local service provider to another LSP or CenturyTel, CenturyTel may not initiate any Socket end user requested disconnection or rearrangement of Unbundled Network Elements or Combinations unless directed by Socket. Any Socket customer who contacts CenturyTel regarding a change in Socket service will be advised to contact Socket. Any CenturyTel customer who contacts Socket regarding a change in CenturyTel service will be advised to contact</p>			

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			<p>CenturyTel.</p> <p>4.2 Upon request from Socket, CenturyTel will provide an intercept referral message that includes any new telephone number of a Socket end user for the same period of time that CenturyTel provides such messages for its own end users. Socket and CenturyTel will agree on the message to be used, which will be similar in format to the intercept referral message currently provided by CenturyTel for its own end users.</p> <p>4.3 Upon work completion, CenturyTel will provide Socket electronically (unless otherwise requested by Socket) with an Order Completion for each order that states when that order was completed. In the event that CenturyTel is unable to complete an order, CenturyTel shall provide a Jeopardy Notice as soon CTEL realizes that it will be unable to complete the service order. That Jeopardy Notice shall include a Revised Due Date and the reason the service order was unable to be completed.</p> <p>4.4 Where available, CenturyTel will perform pre-testing and will</p>			

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			<p>provide in writing (hard copy) or electronically, as directed by Socket, all test and turn up results in support of Unbundled Network Elements or Combinations ordered by Socket.</p> <p>4.5 Any written “leave behind” materials that CenturyTel technicians provide to Socket local customers will be non-branded materials that do not identify the work being performed as being performed by CenturyTel. These materials will include, without limitation, non-branded forms for the customer and non-branded “not at home” cards. Socket may elect to have CenturyTel use “Socket branded” materials in lieu of non-branded materials for use by CenturyTel installation, maintenance and/or repair technicians when dealing with Socket’s customers. If Socket elects to have CenturyTel use “Socket Branded” materials, these materials will be furnished to CenturyTel by and at the sole expense of Socket. CenturyTel will not rebrand its vehicles and personnel. Socket will provide a single point of contact so that CenturyTel, including individual CenturyTel technicians, can order “Socket branded”</p>			

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			<p>materials via a toll free telephone number provided by Socket, for delivery to an address specified by CenturyTel or the technician.</p> <p>4.6 CenturyTel technicians will refer Socket local customers to their local service provider, if a Socket local customer requests a change to service at the time of installation. When a CenturyTel employee visits the premises of a Socket local customer, the CenturyTel employee must inform the customer that he or she is there acting on behalf of Socket.</p> <p>4.7 CenturyTel will provide telephone and/or facsimile notification of any charges associated with required construction for a given service, and obtain Socket’s approval prior to commencing construction under a Socket order for such service.</p> <p>4.8 When Socket orders Elements or Combinations that are currently interconnected and functional, such Elements and Combinations will remain interconnected and functional without any disconnection and without loss of feature capability and without</p>			

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			<p>loss of associated Ancillary Functions. This will be known as Contiguous Interconnection of Network Elements. There will be no charge for such interconnection, other than the recurring and nonrecurring charges applicable to the elements included in the combination, and the electronic service order charge as specified in Appendix Pricing UNE – Schedule of Prices.</p> <p>4.8.1 “Contiguous Network Interconnection of Network Elements” includes, without limitation, the situation when Socket orders all the CenturyTel Network Elements required to convert a CenturyTel end-user customer or a Socket resale customer to Socket unbundled Network Elements service (a) without any change in features or functionality that was being provided by CenturyTel (or by Socket on a resale basis) at the time of the order or (b) with only the change needed to route the customer’s operator service and directory assistance calls to the Socket OS/DA platform</p>			

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			<p>via customized routing and/or changes needed in order to change a local switching feature, (e.g., call waiting), (This section only applies to orders involving customized routing after customized routing has been established to a Socket OS/DA platform from the relevant CenturyTel local switch, including Socket’s payment of all applicable charges to establish that routing.) There will be no interruption of service to the end-user customer in connection with orders covered by this section, except for processing time that is technically necessary to execute the appropriate recent change order in the CenturyTel local switch. CenturyTel will treat recent change orders necessary to provision Socket orders under this section at parity with recent change orders executed to serve CenturyTel end-user customers, in terms of scheduling necessary service interruptions so as to minimize inconvenience to end-user customers.</p>			

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			<p>5 PERFORMANCE REQUIREMENTS</p> <p>5.1 CenturyTel shall adhere to the provisioning intervals set forth in Article XV - Performance Measurements. In the event CenturyTel demonstrates that these provisioning intervals require CenturyTel to provide Socket a greater level of service than CenturyTel provides to its own retail customers, the Parties shall negotiate and mutually agree upon new provisioning intervals. If the Parties are unable to agree upon new provisioning intervals, either Party may invoke the dispute resolution intervals set forth in Article III. The provisioning intervals set forth in Article XV shall continue to be in effect until replaced.</p> <p>5.2 When Socket places an LSR, Socket will specify a requested Due Date (DD), and CenturyTel will specify a DD based on the applicable intervals. In the event Socket’s desired Due Date is less than the standard interval, the service order will be assigned a DD using the applicable interval. If expedited service is requested, Socket will populate Expedite and</p>			

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			<p>Expedite Reason on the request. CenturyTel will contact Socket and the Parties will negotiate an expedited DD. This situation will be considered an expedited order and applicable service order charges will apply as reflected in Article VII, Appendix Pricing UNE - Schedule of Prices. CenturyTel will not complete the order prior to the DD or later than the DD unless authorized by Socket. Socket and CenturyTel will use the escalation process for resolving questions and disputes relating to ordering and provisioning procedures or to the process of individual orders, subject ultimately to the dispute resolution provisioning of this agreement. Each party will notify the other party of any changes to contacts one (1) week in advance of such modifications.</p> <p>5.3 When Socket places an LSR to change the Desired Due Date (DDD) from a previous version of the LSR that a FOC has already been received on, CenturyTel will specify a revised due date (DD) based on the applicable intervals. If expedited service is not requested, this situation will be considered a Due Date change.</p>			

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			<p>5.4 When Socket places an LSR to cancel the request from a previous version of the LSR that a FOC has already been received on, CenturyTel will process the cancel based on the request. This situation will be considered a cancel.</p> <p>5.5 When Socket or patron/end-user is not ready for service by or on the Due Date (DD), and CenturyTel visits the customer premise, CenturyTel will return a jeopardy notification to the Socket. This situation will be considered a Customer Not Ready and applicable service order charges will apply.</p>			

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