

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Petition by MCI for )  
arbitration of certain terms and )  
conditions of a proposed agreement with )  
BellSouth Telecommunications, Inc. )  
concerning interconnection and resale )  
under the Telecommunications Act of )  
1996 )  
\_\_\_\_\_ )

Docket No. 960846-TP

Filed: August 15, 1996

MCI'S PETITION FOR ARBITRATION  
UNDER THE TELECOMMUNICATIONS ACT OF 1996

MCI Telecommunications Corporation (MCIT), individually and on behalf of its affiliates, including MCImetro Access Transmission Services, Inc. (MCImetro) (collectively, MCI) hereby petitions the Florida Public Service Commission (Commission) to arbitrate, pursuant to Section 252(d) of the Telecommunications Act of 1996 (Act),<sup>1</sup> certain terms and conditions of a proposed agreement between MCI and BellSouth Telecommunications, Inc. (BellSouth).

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PARTIES

1. Petitioner's full name and its official business address for its Florida operations

are:

MCI Telecommunications Corporation  
Suite 700  
780 Johnson Ferry Road  
Atlanta, GA 30342

2. MCIT holds certificates from the Commission as an interexchange carrier

(IXC), alternative local exchange telecommunications company (ALEC), alternative access vendor (AAV) and pay telephone service provider (PATs). MCImetro holds certificates

<sup>1</sup> Throughout this Petition, references to sections of the Act refer to the Communications Act of 1934 (47 U.S.C. 151 et seq.) as amended by the Telecommunications Act of 1996.

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from the Commission as an ALEC and AAV. MCIT and MCImetro are both "telecommunications carriers" and "local exchange carriers" under the terms of the Act.

3. The names and addresses of MCI's representatives in this proceeding are:

Richard D. Melson  
Hopping Green Sams & Smith, P.A.  
123 South Calhoun Street  
P.O. Box 6526  
Tallahassee, FL 32314

and

Martha McMillin  
MCI Telecommunications Corporation  
Suite 700  
780 Johnson Ferry Road  
Atlanta, GA 30342

4. BellSouth Telecommunications, Inc. is a corporation organized and formed under the laws of the State of Georgia, having an office at 675 West Peachtree Street, Atlanta, Georgia 30375. BellSouth provides local exchange and other services within its franchised areas in Florida. BellSouth is a "Bell operating company" and an "incumbent local exchange carrier" under the terms of the Act.

### **JURISDICTION**

5. The Commission has jurisdiction over MCI's Petition pursuant to the provisions of the Act. On March 26, 1996, MCIT formally requested negotiations with BellSouth on behalf of itself and its affiliates, including MCImetro, pursuant to Section 252(a)(1) of the Act. A copy of that request is attached as Exhibit 1. As permitted by Section 252(b)(1) of the Act, MCI files this Petition for resolution of open issues between itself and BellSouth between the 135th and 160th days following such request. Under Section 252(b)(4)(C) of the Act, the Commission must complete this arbitration within nine



months of the date that MCI made its original negotiation request, that is, by December 26, 1996.

### **SIGNIFICANCE OF THIS PROCEEDING**

6. This is an historic proceeding. In 1995, the Florida Legislature took steps to remove the statutory monopoly on local telephone service and the Commission began to conduct proceedings to implement that new law. On February 8, 1996, the President signed into law the Telecommunications Act of 1996, which authorized local competition on a nationwide basis. The federal law contains detailed provisions governing the relationship between incumbent local exchange companies and their new competitors. It gives the state commissions significant responsibilities for implementing the Act consistent with regulations established by the Federal Communications Commission (FCC). On August 8, 1996, the FCC released its decision discussing and adopting significant regulations to implement the local competition provisions of the Act. Implementation of the Local Competition Provisions in the Telecommunications Act of 1996, CC Docket No. 96-98, First Report and Order (adopted August 1, 1996) (FCC Competition Order).

7. The goal of both the Florida and federal laws are the same -- to provide consumers with the new choices, lower prices, and advanced technologies that fair competition will bring to the local telecommunications market. At the same time, both laws recognize that the transition from monopoly to competition will not occur overnight, that the former monopolists will not willingly embrace the new competitive paradigm, and that continued regulatory oversight is necessary to ensure that competition is given a fair chance to develop.

8. MCI brings a unique perspective to this emerging competitive market. It was born in 1968 as MICOM, renamed MCI in 1971, launched the first competitive shared private line service in 1974, and has grown to be the second largest facilities-based long distance carrier in the United States, and third largest carrier of international traffic in the world. MCI has succeeded in a competitive marketplace. It did not start as a monopolist with captive customers in hand. Every MCI customer had to choose MCI.

9. MCI "grew up the hard way" in the long distance business, and now faces the same challenges as it begins to enter the newly competitive local telecommunications market. MCI understands that competition does not happen overnight. The development of competition requires oversight and intervention by regulators -- particularly when new entrants must rely upon entrenched monopolists possessing market dominance in order to obtain the facilities and services that are vital to their entry into the marketplace.

10. This proceeding, and others like it, will establish the terms and conditions under which competition will begin to develop. It will resolve disputed issues that go to the heart of MCI's ability to compete with BellSouth. Consumers can have choice, but only if all parties -- the incumbents, the new entrants, and this Commission -- take the steps needed to open the local market for competition on fair terms as Congress envisioned in the Act.

11. As the Commission makes its determinations in this proceeding, it should ask:
- Does its decision create an environment that promotes investment and the development of a flourishing array of new services?
  - Does it establish prices that mirror a fully competitive market?
  - Does it provide vigilant oversight against anti-competitive practices?

If the answer to each of the questions is "yes," then the Commission will have charted a course to bring competition, and all of its benefits, to Florida consumers.

### **THE NEGOTIATIONS**

12. By letter dated March 26, 1996, MCI formally requested negotiations with BellSouth pursuant to Section 252 of the Act. The first negotiating meeting pursuant to Section 252 was delayed while MCI and BellSouth completed their on-going negotiations for an interim agreement on terms and conditions of interconnection. Those negotiations resulted in an Agreement effective as of May 15, 1996 (the "Interim Agreement"), which addressed certain interconnection and other issues for a two-year period. The Interim Agreement was submitted to the Commission for approval on May 16, 1996, and approved on August 12, 1996. A copy of the Interim Agreement is attached as Exhibit 2.

13. The first negotiating meeting pursuant to Section 252 of the Act was held on May 28, 1996. Prior to that meeting, MCI furnished BellSouth a copy of Version 3.2 of a document entitled "MCI Requirements for Intercarrier Agreements" which sets forth in detail MCI's requirements for interconnection and access, unbundling, resale, ancillary services and associated arrangements pursuant to the Act (Term Sheet). The Term Sheet, as subsequently revised on June 7, 1996 (Version 4.0), served as the focal point of the negotiations. An Annotated Term Sheet, in which MCI had indicated its understanding of BellSouth's response to each item requested in MCI's Term Sheet, is attached as Exhibit 3, and is hereby incorporated by reference as if fully set forth in the body of this Petition.

14. Additional meetings and conference calls between MCI and BellSouth were held in June, July and August.

15. The parties reached an early impasse on pricing issues. BellSouth was unwilling to entertain MCI's proposal that local interconnection be provided on the basis of mutual traffic exchange and that prices for other items be set at forward-looking economic cost, or Total Service Long Run Incremental Cost (TSLRIC).<sup>2</sup> BellSouth insisted that items be priced in a manner intended to continue to recover all of its embedded costs.

16. During the negotiations BellSouth has made no proposals to MCI regarding items that BellSouth may wish to obtain from MCI.

17. Given the lack of meaningful negotiation on pricing issues, and the lack of any BellSouth requests of MCI, there has been little of the "give and take" that characterizes a typical commercial negotiation.

18. As a result of this process, there are several categories of issues, all of which are submitted for arbitration:

(a) There are a number of fundamental policy, pricing, technical, operational and administrative issues where the parties have been unable to reach any level of agreement.<sup>3</sup> These include the pricing of unbundled elements, the availability of all services for resale, the pricing of resold services, and the pricing (and in some cases availability) of

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<sup>2</sup> In its Competition Order, the FCC adopted a version of the TSLRIC methodology as the basis for pricing interconnection and unbundled elements. The FCC coined the term "total element long run incremental cost" (TELRIC) to describe its version of the TSLRIC methodology. (FCC Competition Order, ¶678)

<sup>3</sup> In large part, these are also issues on which BellSouth and AT&T have failed to reach agreement.

certain ancillary services. These issues are submitted for arbitration, and are not candidates for the "Mediation Plus" arbitration procedures described below.<sup>4</sup>

(b) There are other issues where the parties have not yet reached an agreement in principle, but where further supervised negotiations would be productive. These issues are submitted for arbitration, and MCI believes they are candidates for the Mediation Plus arbitration procedures described below.<sup>5</sup>

(c) There are other issues where MCI believes that the parties may have reached an agreement in principle, but where the parties have not yet agreed to specific contractual language. In some instances, the agreement in principle is in broad terms and there are numerous details to be resolved before contractual language can be developed.<sup>6</sup> These issues are submitted for arbitration to ensure that they are pushed to final resolution during the course of this proceeding. MCI believes that some of them are also candidates for the Mediation Plus arbitration procedures described below.

(d) The Term Sheet Items summary document attached to this Petition as Exhibit 4, and incorporated herein by reference as though fully set forth in the body of this Petition, shows the categories into which various issues fall, and MCI's recommendation as to which of those issues are candidates for the Mediation Plus arbitration procedures.

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<sup>4</sup> As noted below, the FCC Competition Order resolves some of these issues in whole or in part. Absent an agreement with BellSouth, however, these issues are submitted for arbitration to preserve MCI's rights in the event BellSouth takes a contrary view of its federal obligations, and to ensure that these obligations are translated into appropriate contractual language.

<sup>5</sup> If MCI's request to apply the Mediation Plus arbitration procedures to some issues is denied, all issues will require arbitration using the procedures previously established by the Commission.

<sup>6</sup> In other cases, these issues have been dealt with in the Interim Agreement between MCI and BellSouth, and the parties will simply need to agree on the appropriate language from that agreement to be incorporated in the final arbitrated agreement.

## MEDIATION PLUS

19. As indicated above, the unresolved issues include a number of major issues which will clearly need to be litigated and resolved by the Commission, unless BellSouth's position changes substantially as a result of the adoption of the FCC Competition Order. The unresolved issues also include numerous other technical, operational, and administrative issues.<sup>7</sup> BellSouth and MCI may have reached agreement in principle on some of these other issues, but those agreements have not been fleshed-out in detail nor incorporated into specific contractual language. At this time, MCI must therefore treat them as unresolved within the meaning of the Act. MCI is optimistic that with the proper Commission-mandated and supervised mechanism in place, many of these items can still be addressed by negotiations, subject to ultimate approval by the Commission.

20. Nevertheless, because of the potentially inflexible arbitration provisions and timetables contained in the Act, MCI is requesting arbitration of all unresolved issues, including those identified for the Mediation Plus arbitration procedure described below, in order to preserve its right to obtain a final arbitrated Commission decision within the federal statutory time frame.

21. The Act does not dictate the specific procedures to be followed by state commissions in conducting arbitration proceedings, but instead leaves wide discretion to the states. The procedures that the Commission has established for this docket are well-suited to the resolution of the major issues. The application of those procedures to the multitude of

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<sup>7</sup> These issues include things such as the provision of support for intercompany 64kbps clear channel signalling, the reporting to MCI of all ALIT/SLIT (Auto/Subscriber Line Test) failures that occur on MCI's customers' lines, and the details of arrangements for billing resold BellSouth services.

other technical, operational and administrative issues, however, could result in overburdening the Commission with detailed issues that may yet be capable of negotiated settlement by the parties.

22. MCI therefore proposes that the Commission establish a Mediation Plus arbitration procedure to be followed as part of the overall arbitration process.<sup>8</sup> Under Mediation Plus, the Commission would:

(a) accept all issues for arbitration, but bifurcate the proceeding and refer certain issues to a separate portion of the docket to be addressed through a Mediation Plus arbitration procedure;

(b) direct the parties to continue to negotiate these detailed technical, operational and administrative issues with the assistance of a mediator, preferably a member of the Commission staff;

(c) establish milestones for written progress reports to the Commission and a firm deadline for the conclusion of those negotiations;

(d) require the parties to file with the Commission for approval any agreement that results from the negotiations; and

(e) arbitrate and decide, by the 9-month deadline (December 26) applicable to MCI/BellSouth, any detailed technical and operational issues which the parties do not resolve through Mediation Plus.

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<sup>8</sup> MCI's separate Motion to Establish Procedure for "Mediation Plus" and Request for Expedited Ruling was filed with the Commission on August 13, 1996.

23. Under Mediation Plus, MCI proposes that the current hearing schedule be used to address the major issues which will clearly require Commission resolution.<sup>9</sup> For the technical, operational and administrative issues identified in Exhibit 4 as Mediation Plus issues, MCI requests that the Commission:

(a) establish an October 18, 1996 deadline for the conclusion of the Mediation Plus negotiations, together with a series of earlier progress reporting dates;

(b) establish an October 25, 1996 deadline for the parties to file with the Commission any agreement that results from the negotiations, together with supplemental testimony addressing any issues that remain unresolved; and

(c) schedule an additional hearing date or dates in early November to consider these issues on a schedule which is consistent with a final decision by the December 26, 1996 federal deadline.

Because the issues identified for the Mediation Plus arbitration procedure are generally more detailed than the issues that AT&T has submitted for arbitration, the use of the Mediation Plus procedure to attempt to resolve these MCI-specific issues should have no effect on the consolidation of the MCI and AT&T proceedings.

24. MCI believes that this bifurcated, parallel path approach -- a typical Commission hearing on the major issues together with Commission-supervised mediation followed, if necessary, by a typical Commission hearing on the other unresolved issues -- is the most efficient way to resolve the numerous issues submitted for arbitration.

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<sup>9</sup> Since the bulk of these issues are common to the MCI and AT&T arbitrations, they can be disposed on the current schedule, which calls for a decision by the 9-month deadline (December 3) applicable to AT&T.



25. The agreement resulting from this arbitration proceeding must be fully implemented, and competition under that agreement must have begun in earnest, before BellSouth can meet the Section 271 checklist which is a prerequisite to its entry into the interLATA market in Florida.

#### **SUBMISSION OF RELEVANT DOCUMENTATION**

26. MCI is filing with its Petition all relevant documentation concerning the unresolved issues, the position of each of the parties with respect to those issues, and the terms and conditions which MCI believes that BellSouth has agreed to in principle. Because BellSouth has not responded in writing to any of MCI's proposals or positions, this documentation is in the form of an "Annotated Term Sheet" on which MCI has indicated its understanding of BellSouth's response to each item requested in MCI's Term Sheet (Version 4.0). A copy of the Annotated Term Sheet is attached as Exhibit 3, and has previously been incorporated by reference in this Petition.

27. To provide an overview of the various Term Sheet items, MCI has also prepared a Term Sheet Items summary document (Exhibit 4) which identifies in tabular form those issues where MCI believes the parties may have reached agreement in principle, versus those on which no agreement has been reached. As part of its proposal for Mediation Plus, MCI has categorized the issues to be arbitrated into two groups: those which it believes will require arbitration using the Commission's typical arbitration procedures, and those which it believes are candidates for arbitration using the Mediation Plus arbitration procedures.

## EFFECT OF THE FCC COMPETITION ORDER

28. The FCC Competition Order will have a significant impact on the conduct of these proceedings. The rules adopted in that order (FCC Competition Rules) are binding on the parties and the state commissions in the conduct of Section 252 arbitration proceedings.

29. In some cases, the FCC Competition Rules place specific requirements on BellSouth, and other incumbent LECs.<sup>10</sup> MCI assumes that BellSouth will acknowledge the effect of these rules, and will agree to comply with these requirements. Until BellSouth has done so, MCI has identified these items as issues to be arbitrated. Under the FCC Competition Rules, however, there is only one permissible outcome to the arbitration of those issues.

30. In other cases, the FCC Competition Rules establish standards or methodologies that state commissions must apply in resolving issues submitted for arbitration.<sup>11</sup> These standards typically establish the framework within which Commission fact-finding must occur and frequently allocate the burden of proof to the incumbent LEC.<sup>12</sup>

31. In still other cases, the FCC Competition Rules establish default pricing proxies which a state commission may apply in arbitration proceedings if it is unable to

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<sup>10</sup> For example, the rules (47 C.F.R. §51.319) contain a minimum list of unbundled network elements which must be offered by every incumbent LEC. (See FCC Competition Order, ¶366 et seq.)

<sup>11</sup> For example, the FCC's minimum list of unbundled network elements is not exhaustive. Parties may seek additional unbundled elements, and the state commissions can address those requests through arbitrations or rulemakings. (See FCC Competition Order, ¶366) The FCC has established standards that the state commissions must apply in evaluating such requests. (47 C.F.R. §51.317; see FCC Competition Order, ¶277 et seq.)

<sup>12</sup> For example, an incumbent LEC must provide interconnection for transmission and routing of telephone exchange traffic at any technically feasible point within its network, and if the LEC denies a request for interconnection at a particular point it bears the burden of proving technical infeasibility. (47 C.F.R. §§51.305(a),(f))

conduct or review cost studies that comply with the FCC's prescribed methodology by the arbitration deadline.<sup>13</sup>

32. MCI has attempted in this Petition to identify issues that are resolved or otherwise impacted, in whole or in part, by the FCC Competition Rules. Because these rules and the accompanying 687-page order have been publicly available for less than one week as of the date this Petition is filed, MCI reserves the right to make necessary amendments to this Petition based on further analysis of the rules.

### **MAJOR CATEGORIES OF UNRESOLVED ISSUES**

33. While there are numerous issues that remain unresolved, those issues can generally be categorized into thirteen major areas. The following identifies each of those major areas and MCI's proposal for resolution. Additional details, and specific additional requests, are identified in subsequent sections of this Petition, including the Annotated Term Sheet (Exhibit 3) which has been incorporated by reference into the body of this Petition. BellSouth's refusal to accommodate MCI's requests in each of these areas creates unwarranted barriers to local exchange competition by denying MCI the tools necessary to enter the local market and compete on a fair basis. In many cases, BellSouth's position is flatly contrary to the Act and/or the FCC Competition Rules.

#### **a. What unbundled elements must BellSouth make available to MCI?**

BellSouth should be ordered to make available each of the unbundled loop elements, local transport elements, switching elements, and other elements requested by MCI. The unbundling of many of the requested elements has been required by the FCC Competition

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<sup>13</sup> For example, the FCC Competition Rules establish a default ceiling for unbundled loop prices and a default range for the interim wholesale rates for resold LEC services. (47 C.F.R. §§ 51.513, 51.611)

Rules. (47 C.F.R. §51.319) The unbundling of the remaining requested elements is technically feasible and is not proprietary. BellSouth's failure to provide access to those additional requested network elements would decrease the quality of the telecommunications services MCI seeks to offer and/or would increase the financial or administrative cost of offering such services. MCI is therefore entitled pursuant to the FCC Competition Rules to obtain these additional elements on an unbundled basis. (47 C.F.R. §51.317)

**b. Can unbundled elements be used by MCI in any manner that it chooses in order to provide service to its customers?** Yes. The FCC Competition Rules require BellSouth to allow MCI to use unbundled network elements in any combination. (47 C.F.R. §51.315) This rule permits limited exceptions only where BellSouth proves that it is not technically feasible to combine elements or that the combination of elements would impair other carriers' ability to obtain access to unbundled elements. (47 C.F.R. §51.315) In light of this rule, MCI expects that BellSouth will withdraw its prior refusal to allow MCI to combine network elements where that combination provides the same functionality as a currently tariffed service provided by BellSouth. If BellSouth continues to refuse, this issue must be resolved by the Commission consistent with the FCC Competition Rules.

**c. How should those unbundled elements be priced?** BellSouth should be ordered to price all unbundled elements in accordance with the forward-looking cost methodology prescribed in the FCC Competition Rules. (47 C.F.R. §51.501, et seq.) This TELRIC costing methodology is consistent with the TSLRIC-based pricing that MCI has requested of BellSouth.

**d. What services must BellSouth make available to MCI for resale?**  
The FCC Competition Rules require BellSouth to offer all retail telecommunications services

for resale. (47 C.F.R. §51.605) The services which BellSouth has thus far refused to offer for resale include grandfathered services, trials and promotions, contract service arrangements, volume and term discounts, and Lifeline and LinkUp services. Each of these is a telecommunications service offered to subscribers on a retail basis. Thus there is no basis under the FCC Competition Rules for BellSouth to refuse to offer any of these services for resale.<sup>14</sup> (FCC Competition Order, ¶871-2) BellSouth is permitted, however, to base the wholesale price for resold short-term promotions on the ordinary retail rate rather than the promotional rate. (47 C.F.R. §51.613(a)(2)) BellSouth should be ordered to impose no use, user or other restrictions that restrict or limit the resale of any of its services.<sup>15</sup>

**e. What is the appropriate wholesale price for services provided for resale?** The FCC Competition Rules require BellSouth's wholesale price for resold services to reflect all costs that reasonably can be avoided by BellSouth when the service is provided on a wholesale basis. (47 C.F.R. §51.607, 51.609) Pending the establishment of wholesale rates using the avoided cost methodology specified in 47 C.F.R. §51.609, the FCC Competition Rules permit a state commission to establish interim wholesale rates that are between 17% and 25% below the incumbent LEC's existing retail rates. (47 C.F.R. §51.611) The wholesale price adjustment in this case should be set at the top end of the default range

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<sup>14</sup> The FCC Competition Order specifically addresses volume based discounts, Lifeline services, and grandfathered services, and concludes that these are retail services that must be made available for resale. (FCC Competition Order, ¶ 951, 962, 968)

<sup>15</sup> The Commission is permitted, but not required, to allow BellSouth to restrict the resale of flat-rate basic local residential service to residential customers, grandfathered services to grandfathered customers, and Linkup services to qualifying low income customers. (47 C.F.R. §51.613(a)(1)) MCI does not object to these specific restrictions.

established by the FCC Competition Rules, or at such higher level as is supported by the record in this proceeding.

**f. To what extent must BellSouth provide "branding" of services provided to end users on behalf of MCI?** BellSouth should be ordered to brand, as MCI, any operator services, directory assistance services, and any other like services provided to end users who use BellSouth local exchange services that are being resold by MCI. Such branding is required by the FCC Competition Rules unless BellSouth proves that a particular restriction is reasonable and nondiscriminatory. (47 C.F.R. §51.613(c)). In addition, BellSouth should be required to provide branding in all situations where BellSouth employees or agents interact with MCI customers with respect to the provision of resold BellSouth services or unbundled elements provided to end users on behalf of MCI. (See FCC Competition Order, ¶971)

**g. On what time frame must BellSouth provide real-time electronic interfaces for pre-ordering, order processing, provisioning and installation, maintenance and trouble resolution, billing (including customer usage data transfer), and local account maintenance with respect to resold services and unbundled network elements?** BellSouth must provide real-time electronic interfaces to MCI as quickly as possible, but in any event by January 1, 1997, as required by the FCC Competition Order. (¶525) Such interfaces are necessary to permit MCI to offer customer service at least equal in quality to what BellSouth provides to its customers. The FCC Rule deals with this issue by defining "operations support system functions" as an unbundled network element which must be made available "as expeditiously as possible, but, in any event, no later than January 1, 1997." (47 C.F.R. §51.319(e)) The FCC Competition Order makes it clear that nondiscriminatory

access to this element requires access to any electronic interfaces that are used by BellSouth in performing these support functions for its own customers. (FCC Competition Order, ¶523-5) MCI expects that BellSouth will make these electronic interfaces available in the time frame mandated by the FCC Competition Rules. If BellSouth refuses to do so, this issue must be resolved by the Commission consistent with those rules.

**h. What quality of service standards should be established to ensure that BellSouth does not impair the quality of service that MCI is able to provide to its customers when using unbundled facilities or resold services of BellSouth, and what mechanism is appropriate to enforce those standards?** The FCC Competition Rules require that, to the extent technically feasible, the quality of unbundled network elements provided to MCI must be at least equal in quality to that which BellSouth provides to itself. (47 C.F.R. §51.311(b)) The terms and conditions on which such elements are provided, including installation intervals, must also be no less favorable than the terms and conditions under which BellSouth provides such elements to itself. (47 C.F.R. §51.313(b)) Similar quality of service obligations are imposed on BellSouth with respect to the provision of resold services. (47 C.F.R. §51.603(b)) BellSouth should be ordered to adhere to performance metrics, installation intervals, repair intervals and other standards that are equal to the higher of the standards that BellSouth is required to provide, or actually provides, to its own customers or to customers of any other carrier.

**i. At what level must BellSouth price interexchange carrier access in order to comply with the Act?** The FCC Competition Rules prohibit either interstate or intrastate access charges from being imposed on a carrier who offers local exchange service or exchange access service through the use of unbundled network elements. (47 C.F.R.

51.515(a)) During a specified transitional period, ending no later than June 30, 1997, BellSouth can collect from carriers who purchase BellSouth's unbundled local switching, the interstate CCLC and 75% of the interstate TIC. (47 C.F.R. 51.515(b)) The FCC Competition Order permits states to also impose a transitional access charge on top of the unbundled switching charge, to the extent that the state finds that such a charge is necessary to ensure that universal service goals are not jeopardized prior to the issuance of the FCC's implementation of Sections 254 and 214(e) of the Telecommunications Act of 1996, which require establishment of a competitively-neutral universal service mechanism. However, the state transitional charge, like the interstate transitional charge, must terminate no later than June 30, 1997. MCI believes that universal service in Florida will not be jeopardized by the availability of unbundled network elements at economic cost in the short interim between resolution of this arbitration and implementation of the FCC's universal service plan. Therefore, MCI opposes any requirement that requires new entrants to pay the state equivalent of the interstate CCLC or TIC for a transitional period. MCI further believes that the burden of proof that such charges are required should be on BellSouth.

Additionally, in order to comply with the Act, access charges for both switched and special access must be reduced to TSLRIC as quickly as possible, but in no event later than the date that BellSouth obtains in-region interLATA authority.

**j. What is the appropriate cost recovery mechanism for remote call forwarding (RCF) provided to MCI in connection with interim local number portability?** BellSouth must be ordered to provide RCF on a competitively neutral basis as required by



the FCC's recent order on interim local number portability.<sup>16</sup> MCI proposes a "bill and keep" basis, in which each carrier is responsible for recovering from its customers the costs that it incurs in providing RCF.

**k. What are the appropriate technical arrangements for the interconnection of MCI's local network with that of BellSouth's, including appropriate provisions for colocation?** BellSouth must be ordered to allow interconnection at any technically feasible point and must not be allowed to require more than one point of interconnection (POI) per local calling area. BellSouth must allow BellSouth provided services or unbundled elements to be connected at an MCI colocation space to any other facility provided by MCI, BellSouth, or any other party. BellSouth must give MCI the option to convert existing virtual colocations to physical colocations and BellSouth must bear the cost of such conversions.

**l. What is the appropriate compensation arrangement for the transportation and termination of local traffic interchanged between BellSouth and MCI?** The Commission should reaffirm its prior decision in Order No. PSC-96-0445-FOF-TP that mutual traffic exchange is the appropriate method of compensation for the interchange of local traffic. Under the FCC Competition Rules, mutual traffic exchange is specifically authorized where the state commission has found that traffic is expected to be roughly in balance, or where it has presumed that the traffic is roughly in balance and no party has rebutted that presumption. (47 C.F.R. §51.713)

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<sup>16</sup> Telephone Number Portability, CC Docket No. 95-116, First Report and Order and Further Notice of Proposed Rulemaking (adopted July 2, 1996) (FCC Number Portability Order).

**m. What other technical, operational, and administrative provisions are required?** In each of the disputed areas identified in the Annotated Term Sheet, BellSouth should be ordered to provide interconnection and access, unbundling, resale, ancillary services and associated arrangements in accordance with the requirements identified by MCI.

### **ISSUES TO BE ARBITRATED**

34. In this section, MCI describes in more detail each of the major categories of unresolved issues from its negotiations with BellSouth, MCI's position on each issue, and MCI's understanding of BellSouth's contrary position.<sup>17</sup> The Annotated Term Sheet attached as Exhibit 3, which has previously been incorporated into this Petition by reference, contains a more detailed list of the unresolved issues and the parties' respective positions.

#### **A. UNBUNDLED ELEMENTS REQUIRED**

35. In order to provide services to Florida consumers as quickly and efficiently as possible, MCI intends to buy from BellSouth the "unbundled network elements" identified in paragraph 36 and to use those elements (singly or in combination)<sup>18</sup> along with resold services and with MCI's own facilities, to provide retail services to MCI's customers.

36. Under Section 251(c)(3) of the Act, BellSouth has a duty to provide MCI:

nondiscriminatory access to network elements on an unbundled basis at any technically feasible point on rates, terms, and conditions that are just, reasonable, and nondiscriminatory. . .

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<sup>17</sup> A chart which compares the major issues to be arbitrated to the corresponding issues in the AT&T/BellSouth preliminary issue list is attached hereto as Exhibit 5. This list demonstrates that there is "a significant proportion of common issues" as required by the Commission's Order on Consolidation and Procedure in this docket.

<sup>18</sup> The need to use those elements in combination, and BellSouth's refusal to agree to such combination in certain circumstances, is discussed in a subsequent issue.

[BellSouth] shall provide such unbundled network elements in a manner that allows [MCI] to combine such elements in order to provide. . .telecommunications service.

37. "Network element" is defined in Section 3(29) of the Act as:

a facility or equipment used in the provision of a telecommunications service. Such term also includes features, functions and capabilities that are provided by means of such facility or equipment, including 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.

38. The FCC Competition Rules require BellSouth, at a minimum, to provide the following seven unbundled network elements: network interface devices, local loops, local and tandem switching capability (including all software features provided by such switches), interoffice transmission facilities, signaling networks and call-related databases, operator services and directory assistance, and, by 1/1/97, operations support systems functions. (47 C.F.R. §51.319)

39. The FCC Competition Rules also establish standards by which state commissions must consider additional unbundling requests, including requests for subloop unbundling. (47 C.F.R. §51.317; see FCC Competition Order, ¶259) Under those rules, the Commission must first make a determination of technical feasibility, using the FCC's definition of that term. (47 C.F.R. §51.5, 51.317(b)) If unbundling is technically feasible, the request for unbundling can be declined only in narrow circumstances where (i) the same telecommunications service can be provided with other unbundled network elements without a decrease in quality, or increase in the financial or administrative cost, of the service, or (ii) the network element is proprietary and the same service could be offered using nonproprietary network elements. (47 C.F.R. §51.317(b))

40. MCI has requested that BellSouth initially provide it with the ability to purchase any of the following unbundled elements.<sup>19</sup> These elements generally fall into seven categories:

(a) UNBUNDLED LOCAL LOOPS -- network interface devices, local loops, and three subloop elements: loop distribution, digital loop carrier/analog cross connect, and loop feeder;

(b) UNBUNDLED LOCAL TRANSPORT -- dedicated interoffice trunks with and without electronics, common interoffice trunks, multiplexing/digital cross connect, and dark fiber;

(c) UNBUNDLED LOCAL SWITCHING -- local and tandem switching capability (including all software features provided by such switches), and access to signaling networks and call-related databases;<sup>20</sup>

(d) UNBUNDLED TANDEM/TRANSIT SWITCHING -- the establishment of a temporary path between two switching offices through a third (tandem) switch;

(e) UNBUNDLED ANCILLARY SERVICES -- operator service, directory assistance service, and 911 service;

(f) UNBUNDLED DATA SWITCHING -- switching functionality for data services such as frame relay or ATM;

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<sup>19</sup> This list of network elements is not intended to be exhaustive. Additional network elements may be required as competition develops and/or technology advances.

<sup>20</sup> These are the same as items identified in the Annotated Term Sheet (Exhibit 3) as line ports, trunk ports, switching capacity, and signalling and databases.

(h) UNBUNDLED INTELLIGENT NETWORK AND ADVANCED INTELLIGENT NETWORK CAPABILITIES; and

(i) UNBUNDLED OPERATIONS SUPPORT SYSTEMS -- the back office and business processes required for order processing, provisioning and installation, trouble resolution, maintenance, customer care, monitoring service quality, recording, and billing.<sup>21</sup>

MCI believes that it is technically feasible for BellSouth to offer each of the additional network elements requested, that such network elements are nonproprietary, and that failure to offer such elements would decrease the quality and/or increase the cost of telecommunications service to be provided by MCI. Therefore the Commission should order BellSouth to unbundle each of the additional network elements as required by the FCC Competition Rules.

41. BellSouth has agreed to provide some, but not all, of the requested network elements.<sup>22</sup> Unless BellSouth has changed its position in light of the FCC Competition Rules, BellSouth has not agreed to provide network interface devices, dedicated interoffice trunks without electronics, dark fiber, switching capacity (including all software features), or unmediated AIN functionality. Additionally, BellSouth has not agreed to provide a total

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<sup>21</sup> These unbundled elements are discussed in Section G (§52) below relating to real-time electronic interfaces.

<sup>22</sup> MCI believes that BellSouth has agreed to provide unbundled access to: loop distribution, digital loop carrier/analog cross connect, loop feeder, dedicated interoffice trunks with electronics, common interoffice trunks, multiplexing/ digital cross connect, line ports, trunk ports, signalling and databases, tandem switching, operator services, DA services, 911 services, and data switching. (See Section G for discussion of unbundled operations support systems and the related electronic interfaces.)

Absent a written agreement, however, MCI is unsure about BellSouth's commitment to provide these elements, particularly since BellSouth appears to have refused to provide some of these elements to AT&T. To the extent that MCI is mistaken about the scope of its agreement with BellSouth, the unbundling of these additional elements is submitted for arbitration as well.

unbundled local loop facility where the customer is currently served by an integrated digital loop carrier system. Each of these disputed items will be addressed in turn.

42. Network Interface Device. The network interface device (NID) is the point of demarcation between the end user's inside wiring and an unbundled loop. BellSouth's position is that unbundling the NID is not technically feasible. The FCC Competition Rules require incumbent LECs to unbundle the NID to the extent of permitting NID-to-NID connections. (47 C.F.R. §51.319(b)) The FCC left to the state commissions the responsibility to determine whether direct connection to the NID (i.e. without the installation by the interconnecting carrier of a second NID) is technically feasible. (FCC Competition Order, ¶396) MCI believes that such direct connection is technically feasible, and accordingly asks the Commission to arbitrate this issue.

43. Dedicated Interoffice Trunks Without Electronics (Dim or Dark Fiber). Interoffice trunks provide the ability to connect one location (such as an end office or tandem switch) with another location (such as another end office or tandem switch, or an interexchange carrier's point of presence). This capability allows end users to reach each other even when they are not served by the same end office, or by the same carrier.

MCI requires the ability to obtain interoffice transport in whatever manner is most efficient, given the number and location of its customers and the amount of traffic interchanged with BellSouth. This includes the use of both common and dedicated transport facilities, and the use of both dark and dim fiber.<sup>23</sup>

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<sup>23</sup> Dark fiber refers to fiber without repeaters and without electronics on either end. Dim fiber refers to fiber with repeaters, but without electronics on either end.

BellSouth has agreed to provide common trunking to MCI. In addition, BellSouth has agreed to provide dedicated interoffice trunks to MCI, but only when they are bundled with the electronics necessary to transmit information over the physical path. BellSouth's position is that "dim fiber" and "dark fiber" are not network elements subject to the unbundling requirements of the Act.

MCI disagrees. Such facilities are subject to the Act's unbundling requirements, and it is technically feasible to provide them on an unbundled basis. If BellSouth refuses to provide such facilities on an unbundled basis, MCI would be required to compensate BellSouth for the use of electronics in situations where it can provide all or a portion of such electronics more efficiently itself. MCI has been an industry leader in the deployment of advanced fiber technology. Without the ability to obtain dark fiber, MCI would be limited by the type of electronics used by BellSouth, and would not be able to take advantage of new or more cost-effective fiber technologies.

44. Switching Capabilities. Local switching is the network element which consists of all of the functionality residing in a central office switch. It provides a dialtone for each line, provides custom features such as call waiting and call forwarding, creates the desired transmission path for the proper routing of the call (i.e. connects lines to trunks in accordance with routing instructions contained in the switch), creates customer billing data, and provides data switching functionality.

Access on an unbundled basis to the functions resident in a switch is necessary to create new and innovative services for customers. MCI has begun the deployment of its own local switches in a number of key markets. Such switching capacity represents a major capital investment, and MCI is not capable of deploying such switches in all markets

simultaneously.<sup>24</sup> Unless and until MCI installs its own switch in a given market, it must have access to the unbundled functionality resident in the BellSouth switch in order to provide the widest possible array of services to its customers.

In particular, MCI needs the capability to have BellSouth configure the switch to route specified types of calls originated over MCI customer loops (either unbundled loops obtained from BellSouth, or MCI's own loops connected to a BellSouth switch) to particular trunk groups designated by MCI. For example, MCI must have the option to specify that its customers' 411 calls be routed either to BellSouth DA trunks or to trunks that will transport the call to MCI's DA platform, and the option for 0+ calls to be routed either to BellSouth's operator service trunks or to trunks connected to MCI's operator service platform. Without such unbundling, MCI would be precluded from combining its own operator systems and transport facilities (owned or leased) with BellSouth's switching functionality, even where that is the most efficient way for MCI to provide service to its customers.

BellSouth claims that unbundling local switching is not technically feasible unless it includes BellSouth's operator services, directory assistance, repair service, and inter-office transport (i.e. its entire unbundled port offering).

MCI disagrees. Such unbundling is technically feasible, and is mandated by the FCC Competition Order. (§418 (routing) and §412 (vertical features)) BellSouth's position is inconsistent with the FCC Competition Rules, which establish local switching

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<sup>24</sup> MCI metro has installed thirteen Class 5 switches in major cities around the country, and by the end of the year will be operating local switches in 24 markets in 20 states, including two in Florida. By the beginning of 1997, MCI metro will have invested nearly a billion dollars in local network construction, and if the right rules are in place, will spend almost that much again in 1997 alone.



capability, operator services and directory assistance, and interoffice transport facilities as three distinct unbundled elements. (47 C.F.R. §51.319(c),(d),(g))

45. Unmediated Access to AIN Capabilities. MCI also requires access to BellSouth's Advanced Intelligent Network (AIN) capabilities equivalent to the access that BellSouth provides itself. This equality of access is needed so that MCI can achieve parity in the creation and offering of advanced services.

BellSouth refuses to unbundle access to its Advanced Intelligent Network (AIN) in such a way that MCI can achieve parity in the creation and offering of AIN services.<sup>25</sup> By way of example, BellSouth claims that it cannot provide unmediated access to all AIN triggers or to BellSouth's service creation and management platform. Unmediated access to such network capabilities is necessary to enable MCI to create and offer a variety of innovative, competitive advanced features to its customers independently of BellSouth, and to enable MCI to customize its customer offerings without having to duplicate BellSouth's network.

The FCC Competition Rules require BellSouth to provide access to these service management systems and service creation environments. (47 C.F.R. §51.319(e)(3)(B),(C)) The FCC left to the state commissions, however, the determination of whether mechanisms to mediate access to those systems, or to call-related databases, are necessary. (47 C.F.R. §51.319(e)(2)(v),(e)(3)(D)) This is an unresolved issue between MCI and BellSouth which must be arbitrated by the Commission.

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<sup>25</sup> For further detail on unresolved issues regarding the AIN platform, see Part VIII, Section 6 of the Annotated Term Sheet.

46. Local Loop In Digital Loop Carrier Situations. MCI seeks the ability to obtain unbundled loops to provide service to any BellSouth customer. BellSouth has claimed that the provision of such loops is not technically feasible where a particular customer's loop includes an integrated digital loop carrier (IDLC) system.

The FCC Competition Order resolves this issue by concluding that it is technically feasible to unbundle IDLC-delivered loops, and requiring the incumbent LECs to provide such loops on an unbundled basis. (FCC Competition Order, ¶383-4) If BellSouth persists in its refusal to agree to unbundle such facilities, the Commission must resolve this issue consistent with the FCC mandate.

**B. USE OF UNBUNDLED ELEMENTS IN COMBINATION**

47. MCI requires the ability to use unbundled network singly, or in any combination, in order to provide service to its customers. MCI also requires the flexibility to combine both local and intraLATA traffic over a single trunk group where such combination enables MCI to increase the efficiency with which such trunk groups are utilized.

The FCC Competition Rules prohibit BellSouth from placing restrictions on MCI's use of unbundled network elements. With extremely limited exceptions, those rules allow MCI to combine (or cause BellSouth to combine) unbundled elements obtained from BellSouth with each other, or with elements provided by MCI. (47 C.F.R. §51.315)

BellSouth has refused to agree to allow MCI to combine unbundled elements (e.g. what BellSouth calls a "loop" and a "port") where the result is to provide the same functionality as a currently tariffed BellSouth service. This refusal is inconsistent with §51.315(b) of the FCC Competition Rules, which states that "except upon request, an

incumbent LEC shall not separate requested network elements that the incumbent LEC currently combines." (See FCC Competition Order, ¶292-3) It is also inconsistent with this Commission's decision in Order No. PSC-96-0444-FOF-TP (pages 14-15) which held it was appropriate, and consistent with Florida law, for an ALEC to combine unbundled loops and unbundled ports. If BellSouth persists in its refusal to agree to the combination of such network elements, the Commission must order such combination in accordance with the provisions of the FCC Competition Rules.

BellSouth also has taken the position that it can impose limitations on the amount of intraLATA traffic to be carried over trunk groups provided for local interconnection. Such limitations are also inconsistent with the FCC's order, which prohibits BellSouth from limiting MCI's use of unbundled network elements. These limitations are nothing but an attempt by BellSouth to impose increased costs on its competitors in the form of less efficient trunking arrangements.

#### **C. UNBUNDLED ELEMENTS MUST BE PRICED AT TSLRIC**

48. Under Sections 251(c)(3) and 252(d)(1) of the Act, the rate for unbundled network elements must be "just, reasonable and nondiscriminatory." Such rates must "be based on the cost (determined without reference to a rate-of-return or other rate-based proceeding) of providing. . .the network element" and "may include a reasonable profit." Thus the Act requires that prices for unbundled network elements reflect their economic costs.

TSLRIC is a way to measure forward-looking economic cost. TSLRIC includes the incremental costs of providing an entire service using the most efficient available technology. Pricing at TSLRIC enables the firm providing a service to recover all of the

costs of the service, including a reasonable profit in the form of a competitive rate of return on its investment. Thus, TSLRIC is the proper standard under the Act for pricing unbundled network elements, since it incorporates both direct economic costs and a reasonable profit.

The FCC Competition Rules adopt a specific TSLRIC methodology for determining the forward-looking economic cost of providing unbundled network elements. (47 C.F.R. §51.505, 51.511) The FCC has chosen to call this methodology TELRIC, to reflect the fact that it applies to "elements" rather than "services."

The FCC Competition Rules require that any price established by a state commission for an unbundled network element may not exceed the forward-looking economic cost per unit of providing the element, as shown by a cost study that complies with the FCC's TELRIC methodology. (47 C.F.R. §51.503, 51.505(e)) That rule specifically prohibits the consideration of embedded costs, retail costs, opportunity costs, or revenues to subsidize other services in the calculation of the forward-looking economic cost of an element. (47 C.F.R. §51.505(d)) The rule does permit a reasonable allocation of forward-looking common costs (47 C.F.R. §51.505(c)), although the FCC recognizes that the level of such costs will likely be small when they are allocated to "elements" rather than "services." (FCC Competition Order, ¶678, 690) The rules also require that such rates be set on a geographically deaveraged basis, for at least three cost-related rate zones. (47 C.F.R. §51.507(f))

The FCC Competition Rules put the burden of proof with respect to the level of both direct costs and common costs on the incumbent LEC, which has superior access to the information necessary to make the required cost calculations. (47 C.F.R. §51.505(e); see FCC Competition Order, ¶680, 695) To the extent that the cost information made available

to the Commission by BellSouth does not support the adoption of a rate consistent with the prescribed cost methodology, the Commission may establish an interim rate that is consistent with the proxies specified in 47 C.F.R. §51.513. (47 C.F.R. §51.503)

To date, BellSouth has not presented to the Commission a cost study which meets the requirements of the FCC Competition Rules. Until such a study is presented, and reviewed in a proceeding in which all affected parties have an opportunity to participate, the Commission cannot set a rate outside of the proxy ranges, or above the proxy ceilings, specified in §51.513 of the FCC's rules. (47 C.F.R. §51.505(e))

The proxy ceiling for unbundled local loops in Florida, on a statewide weighted average basis, is \$13.68. Proxy ceilings and, for local switching, a proxy range, are also specified. (47 C.F.R. §51.513(c))

MCI is preparing a new version of the Hatfield Version 2.2 study filed on the record in the FCC's Competition docket that will be offered to support MCI's view of the economic cost that BellSouth faces for unbundled elements and transport and termination. The latest Hatfield study is consistent with the FCC's requirements for a TELRIC methodology. The Commission should therefore set rates for unbundled network elements in accordance with the results of that model.

#### **D. ALL SERVICES MUST BE AVAILABLE FOR RESALE**

49. Resale means the provision to MCI of any telecommunications service that BellSouth provides at retail to end-use customers who are not telecommunications companies. Unrestricted resale is essential to the development of a competitive marketplace. Resale permits carriers to enter markets quickly, without the massive capital investment necessary to provide facilities-based competition. As facilities-based competitors enter the market, the

ability of other parties to resell services of both the incumbent and the new entrants helps to ensure that prices are driven toward cost and helps to prevent monopoly pricing which discriminates among customers based on their willingness to pay.

Section 251(c)(4) of the Act imposes on BellSouth (and other incumbent local exchange carriers) the duty:

(A) to offer for sale at wholesale rates *any* telecommunications service that the carrier provides at retail to subscribers who are not telecommunications carriers; and

(B) not to prohibit, and not to impose unreasonable or discriminatory conditions or limitations on, the resale of such telecommunications service, . . .

(emphasis added)

The FCC Competition Rules require BellSouth to make all of its retail telecommunications services available for resale on nondiscriminatory terms and conditions. (47 C.F.R. §51.603) This obligation applies to all services that meet the statutory definition of a "telecommunications service" and that are provided at retail to customers who are not "telecommunications carriers." (FCC Competition Order, ¶871) The FCC found it unnecessary to specify a minimum list of services that must be available for resale, since the available retail services can be determined by examining the LEC's retail tariffs. (*Id.*, ¶871-2)

Consistent with the requirements of the Act and the FCC Competition Rules, MCI has requested that BellSouth make all retail services available for resale. BellSouth has

stated that it is unwilling to sell certain services to MCI for the reasons discussed below, none of which is a permitted reason under the Act and the FCC Competition Rules.<sup>26</sup>

Grandfathered and Obsolete Services. This includes any service that BellSouth offers to existing retail customers but not to new subscribers. BellSouth's position is that since these services are not offered to new subscribers, they need not be offered to MCI.<sup>27</sup> MCI has requested that these services be offered to it for resale to customers who currently receive the same service from BellSouth. Without the ability to resell to this category of customers, MCI is effectively prohibited from competing for the business of these customers unless and until it has deployed a full-scale facilities-based network. In any event, the FCC specifically concluded that grandfathered services are subject to the Act's resale requirement, so BellSouth's position must be rejected as a matter of law. (FCC Competition Order, ¶968; 47 C.F.R. §51.615)

Trials and Promotions. Trials involve a limited duration offering of a new service. Promotions typically involve offering a preexisting service at a special price, for free with the purchase of another service, or with the waiver of nonrecurring charges. BellSouth's position is that trials and promotions are not required to be available for resale because they are not retail service offerings. The ability to resell these services is critical, however, to prevent BellSouth from manipulating trials and promotions in an anti-competitive

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<sup>26</sup> Based on its negotiations to date, MCI believes that this is a complete catalog of the services that BellSouth refuses to provide for resale. To the extent that BellSouth intends to refuse to provide any other retail service for resale, or intends to impose any limitations on MCI's resale of any other service, MCI identifies the resale of such service and the inappropriateness of such limitation as additional issues for arbitration.

<sup>27</sup> Although BellSouth has stated to MCI that it would not capriciously grandfather services in an anti-competitive manner, BellSouth's recent tariff filing to obsolete ESSX service casts grave doubt on the sincerity of that assertion.

manner. Without resale, trials and promotions can be expected to extend for long periods and to target key customers. Consistent with the FCC Competition Rules, the Commission must order BellSouth to make such trials and promotions available for resale, although the wholesale price level may be computed based on the normal retail rate for any promotions (as defined in the FCC rules) of less than 90 days in duration. (47 C.F.R. §51.613(a)(2); FCC Competition Order, ¶949-50)

Contract Service Arrangements. A contract service arrangement (CSA) is a non-tariff rate for an otherwise tariffed retail service. BellSouth has refused to agree to allow resale of CSAs -- except on a negotiated, case-by-case basis -- on the grounds that CSAs are not retail service offerings. The FCC has concluded that the statutory resale requirement contains no exception for contract and other customer-specific offerings. (FCC Competition Order, ¶948) CSAs must therefore be made available for resale.

Public Access Line Service. Public access line service is the pay telephone service in which BellSouth provides the pay phone CPE and the underlying service, and pays a commission to the premises owner. BellSouth has refused to permit resale of such service on the grounds that it is not required to resell a service that includes the CPE, nor to negotiate a commission arrangement for MCI to resell. Again this is a "telecommunications service" offered to persons who are not "telecommunications carriers" and is therefore subject to the Act's resale requirements.

Volume and Term Discounts. Volume and term discounts are tariffed provisions under which a customer can obtain service at a discounted rate by agreeing to specific usage volumes, or by committing to take service for a specified period of time. BellSouth has refused to make such discounts available for resale. As with the other services



discussed above, the FCC concluded that volume-based discount offerings must be made available for resale. (FCC Competition Order, ¶951-3)

Lifeline and LinkUp Service. Lifeline and LinkUp provide billing credits to help defray the cost of monthly recurring service and service installation charges for customers who qualify for financial assistance. BellSouth's position is that these services should not be available for resale since they were designed by regulatory authorities and because BellSouth is not reimbursed for the entire amount of the credit. The FCC specifically concluded, however, that such services must be made available for resale, subject to a restriction which prohibits their resale to persons not eligible to subscribe directly to BellSouth's offering. (FCC Competition Order, ¶956, 962)

**E. PRICE FOR RESOLD SERVICES MUST REFLECT AVOIDED COSTS**

50. The ability to resell a BellSouth service is a hollow gesture unless the resold service is priced in a manner that enables an efficient reseller to offer the service to its customers at a competitive rate. In recognition of this fact, Section 252(d)(3) of the Act provides the pricing standard that the Commission must adhere to in establishing wholesale rates:

. . . a State commission shall determine wholesale rates on the basis of retail rates charged to subscribers for the telecommunications service requested, excluding the portion thereof attributable to any marketing, billing, collection, and other costs that will be avoided by the local exchange carrier.

Congress wisely decided that all marketing, billing and collection costs must be excluded in establishing a wholesale rate, since these activities are not necessary to provide service on a wholesale basis, and instead represent retailing costs comparable to those the reseller will incur when it resells the wholesale service. The Act similarly requires

the exclusion of any other category of costs that will be avoided by the local exchange carrier in providing the service on a wholesale basis.

The FCC Competition Rules make it clear that this provision requires that the wholesale price level be reduced not only for costs which BellSouth actually avoids, but also for costs which reasonably could be avoided, in the provision of the wholesale service. (47 C.F.R. §51.609(b))

MCI proposed to BellSouth that the wholesale price for each service must be determined based on the costs that BellSouth can avoid when the service is resold.

BellSouth stated its agreement in principle that the price of retail services should reflect avoided costs. However, BellSouth has not made a specific proposal to MCI on the wholesale price level, and has provided no specific cost data to document the costs that it claims will be avoided in a wholesale environment. BellSouth did acknowledge that it has entered into agreements with other parties which provide a statewide retail cost adjustment of 18% for residential service and 12% for business service, and that it would make such terms available to MCI.

The FCC Competition Rules prescribe a detailed avoided cost methodology to be used in developing wholesale price levels. (47 C.F.R. §51.609(c)) Those rules place on the LEC the burden of proving that some costs should be included in the wholesale rate, and on the requesting party the burden of proving that other costs should be excluded from the wholesale rate. (47 C.F.R. §51.609(d)) The rules also prescribe a default wholesale price range from 17% to 25% below retail price levels which can be applied by a state commission on a temporary basis in lieu of completing an avoided cost analysis. (47 C.F.R. §51.611)

If an avoided cost study complying with the FCC rules is not submitted in a timely manner that permits its review in this proceeding, then the Commission should set interim wholesale rates at a level 25% below retail rates.

**F. BELLSOUTH MUST PROVIDE "BRANDING" OF SERVICES FURNISHED ON BEHALF OF MCI**

51. In order to provide service that is comparable to that provided by BellSouth, MCI must be able to provide services to customers under its own name, rather than that of BellSouth. MCI has therefore requested that "branding" of services as MCI be provided whenever there is a point of customer contact between BellSouth and an MCI customer with respect to service provided by MCI through resale of BellSouth's services, or the use of unbundled network elements. This proposal includes, but is not limited to, branding of: operator services; directory services; repair services; intercept tapes; maintenance tickets, "not at home" notices, and other documents provided to a customer; and so forth.

BellSouth has generally refused to provide branding of operator services, directory services, and similar services on the grounds that such branding would quickly exhaust switch capacity and therefore is not technically feasible. In situations involving documents provided to a customer, BellSouth has generally proposed to provide notices or services on an unbranded basis, citing operational concerns about the number of different branded notices it would have to accommodate in an environment with numerous competitive carriers.<sup>28</sup>

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<sup>28</sup> MCI has also requested, and believes that BellSouth has agreed, that BellSouth refrain from marketing BellSouth to MCI customers during such customer contacts. It appears from AT&T's arbitration petition, however, that BellSouth's publishing company, BellSouth Advertising and Publishing Corporation (BAPCO), takes the position that during sales calls to a competitor's local service customers for directory advertising, that BAPCO should be able to market BellSouth's services. If BellSouth/BAPCO takes the same position with respect to MCI, then the issue of

The FCC Competition Rules treat refusal to provide branding upon request as a restriction on resale. (47 C.F.R. §51.613(c)) BellSouth can impose such a restriction only if it proves to the Commission that the restriction is reasonable and nondiscriminatory, such as by proving that BellSouth lacks the capability to comply with the branding request. (*Id.*) MCI believes that BellSouth will be unable to meet its burden of proof, and submits for arbitration the reasonability of this restriction.

**G. REAL-TIME ELECTRONIC INTERFACES MUST BE PROVIDED AS SOON AS TECHNICALLY FEASIBLE**

52. When BellSouth provides a retail service to its customer, it employs real-time electronic interfaces to create and/or access data for a variety of purposes. These generally fall into the following categories:

- (a) ordering processing systems -- the means by which BellSouth obtains information regarding a potential customer that is needed to place an order for service, assigns a phone number, and schedules installation;
- (b) provisioning and installation systems -- the means by which BellSouth places and fills an order for service, and tracks the status of installation activities;
- (c) maintenance and trouble resolution systems -- the means by which BellSouth arranges for responses to maintenance and repair requests from customers, and tracks the status of its maintenance and repair activities;
- (d) billing systems (including customer usage data transfer) -- the means by which MCI is billed for services provided to it by BellSouth, including the means by which the

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marketing is unresolved, and will need to be resolved through arbitration.

customer's usage data is collected and transmitted by BellSouth to MCI for billing purposes; and

(e) local account maintenance -- the means by which BellSouth can update information regarding a particular customer, such as a change in the customer's features or services.

In order for MCI to provide a comparable quality of service to its customers, it must have access to these same systems via electronic interfaces on a similar real-time basis. Without such capability, MCI will not be able to offer its customers the same quality of service as BellSouth, thus hampering its ability to compete.

MCI has therefore requested that BellSouth provide real-time electronic interfaces in each of these areas to support both resold services and unbundled network elements. For example, real-time electronic ordering systems are required for unbundled network elements, interconnection facilities, interim number portability mechanisms, and customer listing databases. MCI believes that BellSouth has agreed in principle to provide such real-time electronic interfaces, but has not committed to the details of the interfaces nor the timetable on which they will be made available.<sup>29</sup>

The FCC Competition Rules recognize the critical importance of these interfaces, and require them to be provided no later than January 1, 1997. (47 C.F.R. §51.319(f); see FCC Competition Order, ¶523-5) MCI expects that BellSouth will agree to make these electronic interfaces available in the time frame mandated by the FCC

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<sup>29</sup> It appears from AT&T's arbitration petition that BellSouth may be refusing to commit to provide some of these electronic interfaces to AT&T. In the event that MCI metro has misunderstood BellSouth's agreement to provide such interfaces, these would be additional issues requiring resolution by the Commission.

Competition Rules. If BellSouth refuses to do so, this issue must be resolved by the Commission consistent with those rules.

It is imperative to the development of a competitive local telecommunications market that electronic access to these systems be implemented in the FCC-mandated time frame. MCI's experience in the long distance market, where MCI was a customer of the incumbent LECs rather than a competitor, is that the provision of such systems can take a number of years unless an implementation schedule is established, and implementation is monitored, by an appropriate regulatory authority. MCI therefore requests that the Commission arbitrate the details of the manner in which real-time electronic interfaces to these support systems will be provided, and retain jurisdiction over this proceeding to enforce the timely provision of such interfaces.

#### **H. QUALITY OF SERVICE STANDARDS MUST BE ESTABLISHED AND ENFORCED**

53. In order to be able to provide service to its customers that meets or exceeds that provided by BellSouth, MCI must receive service from BellSouth that is equal in quality to the highest level of quality that BellSouth is required to provide, or actually provides, to itself or any other carrier. The FCC Competition Rules incorporate this requirement, by requiring that unbundled network elements be provided on terms and conditions that are no less favorable to the requesting carrier than the terms and conditions under which the incumbent provides such elements to itself. (47 C.F.R. §51.313) A similar quality of service obligation is placed on the incumbent with respect to the provision of services for resale. (47 C.F.R. §51.603)

To ensure meaningful control over service quality, MCI requested that BellSouth establish negotiated performance metrics and generally ensure that the quality of service provided to MCI is at least equal to that provided to BellSouth itself. For example, MCI proposed that installation, repair, and database updating intervals for services and facilities provided to MCI must be no longer than for BellSouth's own services; that services provided to MCI meet the same quality, reliability and performance standards met by BellSouth's end user services; and that new comparative reporting mechanisms be established to measure service quality for resold services compared to BellSouth's own services. MCI also proposed that the companies agree on a mechanism for dealing with breaches of agreed quality of service standards.

BellSouth has agreed in principle that performance metrics should be established, and agreed in concept that an enforcement mechanism would be appropriate. The negotiations never proceeded, however, to the stage where specific performance criteria or a specific enforcement mechanism were agreed to. These issues, therefore, remain to be arbitrated.

In the absence of an agreed enforcement mechanism, MCI proposes that BellSouth be required to compensate MCI through a credit against bills for resold services and unbundled network elements for any failure to provide service to MCI that is at least equal in quality to that provided to BellSouth itself.

**I. TRANSITIONAL RULES FOR INTEREXCHANGE CARRIER ACCESS MUST BE IMPLEMENTED PENDING FULL IMPLEMENTATION OF TSLRIC PRICING.**

54. The FCC Competition Rules prohibit either interstate or intrastate access charges from being imposed on a carrier who offers local exchange service or exchange access through the use of unbundled network elements. (47 C.F.R. §51.515(a))

During a specified transitional period, ending no later than June 30, 1997, BellSouth can collect from carriers who purchase BellSouth's unbundled local switching, the interstate CCLC and 75% of the interstate TIC. (47 C.F.R. 51.515(b)) The FCC Competition Order permits states to also impose a transitional access charge on top of the unbundled switching charge, to the extent that the state finds that such a charge is necessary to ensure that universal service goals are not jeopardized prior to the issuance of the FCC's implementation of Sections 254 and 214(e) of the Telecommunications Act of 1996, which require establishment of a competitively-neutral universal service mechanism. However, the state transitional charge, like the interstate transitional charge, must terminate no later than June 30, 1997. MCI believes that universal service in Florida will not be jeopardized by the availability of unbundled network elements at economic cost in the short interim between resolution of this arbitration and implementation of the FCC's universal service plan. Therefore, MCI opposes any requirement that requires new entrants to pay the state equivalent of the interstate CCLC or TIC for a transitional period. MCI further believes that the burden of proof that such charges are required should be on BellSouth.

In addition, in order to comply with the Act, access charges for both switched and special access must be reduced to TSLRIC as quickly as possible, but in no event later than the date that BellSouth obtains in-region interLATA authority.



**J. INTERIM LOCAL NUMBER PORTABILITY COSTS MUST BE RECOVERED ON A COMPETITIVELY NEUTRAL BASIS**

55. Section 251(e)(2) of the Act requires that "the cost . . . of number portability shall be borne on a competitively neutral basis as determined by the [FCC]." In Local Number Portability, CC Docket No. 96-116, First Report and Order and Further Notice of Proposed Rulemaking (released July 2, 1996) (FCC Number Portability Order), the FCC adopted rules which provide that any cost recovery mechanism for transitional methods of number portability must be designed so as not to have a disparate effect on the incremental costs of competing carriers seeking to serve the same customer, or to have a disparate effect on the ability of competing telecommunications carriers to earn a normal return on their investment.<sup>30</sup>

In its explanation of those rules, the FCC noted that a cost recovery mechanism that imposes the entire incremental cost of currently available number portability on a facilities-based new entrant would violate the first criterion in the rules. (Id., ¶134) On the other hand, a cost recovery mechanism that recovers the cost of currently available number portability through a uniform assessment on the revenues of all carriers (less any charges paid to other carriers) would satisfy this criterion. (Id.)

The cost recovery mechanism adopted by this Commission in Order No. PSC-95-1604-FOF-TP issued on December 28, 1995 in Docket No. 950737-TP violates the FCC's criteria, since it places the burden of recovering the entire incremental cost of providing remote call forwarding (RCF) as an interim number portability mechanism on the new entrants.

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<sup>30</sup> BellSouth has filed an appeal of the FCC's order. That appeal does not stay the effectiveness of these rules, which take effect on August 26, 1996.

MCI therefore requests that the Commission arbitrate the compensation mechanism for interim number portability. MCI proposes that the costs incurred by BellSouth and MCI in implementing interim number portability be recovered from their respective customers in a "bill and keep" type of arrangement.<sup>31</sup> This method is acceptable under the FCC's rules, and has the virtue of simplicity. It avoids the need to set specific rates and to implement billing systems to support an interim number portability mechanism which soon will be supplanted by a permanent database solution.

**K. INTERCONNECTION OF MCI'S LOCAL NETWORK WITH THAT OF BELL SOUTH'S MUST BE PERMITTED AT ANY TECHNICALLY FEASIBLE LOCATION AND COLOCATION MUST BE PERMITTED ON REASONABLE TERMS AND CONDITIONS**

56. MCI has requested the ability to interconnect its network with BellSouth's at any feasible location, including an end office or tandem switch, or a mid-span meet. MCI must have the option, but not be required, to establish more than one point of interconnection (POI) per local calling area.

MCI has requested the ability to allow BellSouth provided services or unbundled elements to be connected at an MCI colocation space to any other facility provided by MCI, BellSouth, or any other party. MCI has also requested the option to convert existing virtual colocations to physical colocations, with BellSouth bearing the cost of such conversions.

MCI believes that BellSouth may have agreed in principle to most of these requests, except that BellSouth proposes to require one POI per access tandem, rather than

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<sup>31</sup> This mechanism would be in place unless and until the Commission concludes further generic proceedings on interim number portability to bring its overall policy into compliance with the FCC Rules.

one POI per local calling area. The parties have not, however, agreed on contractual language.

**L. MUTUAL TRAFFIC EXCHANGE MUST BE REQUIRED FOR INTERCHANGE OF LOCAL TRAFFIC**

57. Local interconnection relates to the transfer, transport and termination of a local call originated on the network of one local carrier (BellSouth or an ALEC) to a customer located on the network of the other. In earlier proceedings under Section 364.162, Florida Statutes, the Commission established mutual traffic exchange (MTE) as the appropriate compensation mechanism for the exchange of local traffic between BellSouth and competing carriers. Order No. PSC-96-0445-FOF-TL (PSC Local Interconnection Order).

On July 30, 1996, the Commission voted to reaffirm that order by denying petitions for reconsideration filed by BellSouth and others. The Commission's vote requires BellSouth to file implementing tariffs within 30 days of the date of the written order on reconsideration.<sup>32,33</sup>

In adopting MTE, the Commission found that it was "the most efficient, least-cost method of interconnection, and should provide the lowest barrier to entry of any method discussed." (PSC Local Interconnection Order at 13) The Commission also concluded that

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<sup>32</sup> BellSouth represented in its petition for reconsideration that it intends to seek judicial review of the MTE order. It also represented in the same pleading that it does not intend to seek a stay pending appeal.

<sup>33</sup> MCI intends to take local interconnection pursuant to the BellSouth tariff for MTE. MCI's Interim Agreement with BellSouth does contain a negotiated price for local interconnection. However, it gives MCI the option to take any tariffed arrangements in lieu of the agreed price, and to pursue before the Commission terms and conditions of interconnection different from those in the Interim Agreement. The temporary rate contained in the Interim Agreement will thus apply in Florida only if the Florida Supreme Court overturns the Commission's MTE order and a permanent rate has not been established pursuant to a Section 252 agreement or arbitration.

traffic was likely to be sufficiently balanced so that mutual traffic exchange would permit each party to recover its costs of providing interconnection through in-kind compensation.

In its Competition Order, the FCC specifically approved the use of mutual traffic exchange in cases where a state has either found, or adopted a presumption, that a traffic balance exists and will continue. (47 C.F.R. §51.713) Otherwise, a state is permitted either to set the rate at TELRIC, based on a cost study which complies with the FCC-prescribed methodology, or to use FCC default rates for transport and termination on an interim basis pending the completion of such a study. (47 C.F.R. §51.705, 51.707)

Since the Commission's MTE decision is consistent with the FCC Competition Rules allowing mutual traffic exchange, and since the issue of compensation for local interconnection has been fully litigated in a proceeding in which both MCI and BellSouth were parties and active participants, MCI believes that this issue has been resolved and need not be further arbitrated.

MCI nevertheless notes the issue because of BellSouth's announced intention to appeal the PSC Local Interconnection Order, and because BellSouth took the position in negotiations that local interconnection should not be provided under MTE, but instead should be priced at a rate substantially in excess of its cost.

In the event that the Commission ultimately imposes a specific charge for local interconnection as a result of appeal, the Commission must set the rate for interconnection equal to TELRIC. (FCC Competition Rules, §51.705) For any interim period for which a rate must be set, the Commission should apply the lower end of the FCC's default proxy range for termination of local traffic. The data previously reviewed by the Commission

shows that BellSouth's cost of providing local interconnection is at the lower, rather than the higher, end of that range.

**M. OTHER TECHNICAL, OPERATIONAL AND ADMINISTRATIVE ISSUES**

58. The following paragraphs discuss other significant technical, operational and administrative issues on which the parties have been unable to reach agreement, and which therefore require resolution by the Commission.

As shown by the Annotated Term Sheet (Exhibit 3), which has been incorporated into this Petition by reference, the narrative portion of this Petition (including the following paragraphs) does not address each and every technical, operational and administrative issue on which the parties have failed to agree. As discussed above, MCI proposes the Mediation Plus arbitration procedure as the method for handling the arbitration of many of these issues. In the event that MCI's request for Mediation Plus is denied, each of those technical, operational and administrative issues will require resolution through the normal Commission-established arbitration process.

59. Information on Service Changes. To enable MCI to provide new services to its customers in a timely manner, MCI requires BellSouth to communicate knowledge of any engineering changes associated with BellSouth's network elements, deployment of new technologies, or changes to its retail services as soon as they are known to BellSouth. While BellSouth appears to agree in principle to advance notification, there is no agreement on the timing or manner of notification.

60. PIC Changes for MCI Customers. When MCI resells a BellSouth service, MCI is the appropriate point of contact for changes to the customer's interexchange carrier, regardless of whether the change is initiated by the customer or by an IXC acting pursuant to

a customer's letter of authorization. BellSouth should thus be prohibited from implementing any PIC changes for services resold by MCI except in response to a request submitted to it through MCI. BellSouth's position is that it should be permitted to accept PIC changes directly from an IXC with respect to such resold services.

61. Rights-of-Way, Poles, Ducts and Conduits. Section 251 of the Act requires BellSouth to afford MCI access to its rights-of-way, poles, ducts and conduits. BellSouth acknowledges this requirement, but takes the position that it can "reserve" unused capacity equal to its five-year forecast of BellSouth's needs.

MCI's position is that access to BellSouth owned or controlled facilities should not be limited to excess capacity. Instead, MCI should have access to all capacity which is currently available or which can be made available. BellSouth should be required to provide regular reports on the capacity status and planned increase in capacity of all their poles, ducts and conduits so that MCI can identify whether or not they are full and plan accordingly. MCI's position is consistent with the FCC's conclusion on this issue. (FCC Competition Order, ¶1170)

62. Bill Format for Unbundled Network Elements. MCI has requested BellSouth to provide billing for unbundled network elements in a carrier access billing systems (CABS) format to facilitate standard industry auditing practices. BellSouth has agreed to provide billing in the requested format for access-like services, but will only agree to provide billing from the CRIS system for other unbundled elements. The use of the CRIS billing is unacceptable, because it does not involve a standardized billing format, and makes the bills virtually inauditable.

63. Engineering Records for Unbundled Facilities. MCI has requested that BellSouth provide engineering records for unbundled facilities that it obtains from BellSouth. MCI believes it may have agreement in principle with BellSouth, but the parties have not yet agreed on contractual language.

64. Directories. MCI's customers must be able to obtain printed directories that include all customers on the public switched network within a defined geographic area regardless of their local service provider. MCI requires that such directories be available on a nondiscriminatory basis including, for example, customized covers for directories distributed to MCI customers.

MCI believes that the parties may have reached agreement in principle on many of these issues, with the exception of the provision of customized covers, but the parties have not yet agreed on contractual language.

65. Dialing Parity. MCI has requested that BellSouth provide dialing parity with no unreasonable dialing delays.

MCI believes that the parties may have reached agreement in principle on many of the dialing parity issues, with the exception of dialing parity for N11 and abbreviated dialing patterns, call set-up and processing times for calls involving RCF, and the method by which the costs of providing dialing parity should be recovered. The parties have not, however, reached agreement on contractual language.

66. Access to Telephone Numbers. MCI has requested that BellSouth provide the ability for MCI to obtain code assignments and other numbering resources on the same terms and conditions that BellSouth makes available to itself. MCI believes that the parties may have reached agreement in principle on many of these issues, with the exception of access

arrangements for 555 line numbers, but the parties have not reached agreement on contractual language.

67. General Terms and Conditions of Agreement. The final arbitrated agreement between the parties will require general terms and conditions, such as dispute resolution mechanisms, performance requirements, confidentiality requirements, and other similar items. The parties have not yet reached agreement on these general contractual provisions.

#### **POST DECISION IMPLEMENTATION AND ENFORCEMENT**

68. Section 252(b)(4)(C) requires the Commission to conclude the resolution of the unresolved issues between MCI and BellSouth within nine months after BellSouth's receipt of MCI's original letter requesting the commencement of negotiations, or by December 26, 1996. That decision is not necessarily the end of the Commission's involvement.

Section 252(c)(3) authorizes the Commission to "provide a schedule for implementation of the terms and conditions by the parties to the [arbitrated] agreement." MCI submits that the Commission has implied authority under this section to retain jurisdiction over the parties to enforce their compliance with any Commission-established implementation schedules, and to resolve disputes regarding their adherence to the terms of the arbitrated agreement.

MCI therefore requests that upon the conclusion of the arbitration proceeding, the Commission expressly reserve its jurisdiction over the parties to enforce the terms and conditions, including implementation schedules, in the arbitrated agreement. Continuing Commission oversight is particularly important, since BellSouth will not qualify for in-region interLATA authority until one or more interconnection agreements have been fully implemented, and competitive market entry has begun in earnest.



## REQUEST FOR RELIEF

WHEREFORE, MCI respectfully requests that the Commission grant the following relief as a result of this Petition:

A. The Commission should arbitrate the unresolved issues between MCI and BellSouth within the timetable specified in the Act.

B. The Commission should establish a parallel process known as Mediation Plus to assist the parties in resolving various technical, operational and administrative issues. The Commission should establish a timetable and procedures for the Mediation Plus which permit a final arbitrated decision by the Commission within the federal statutory time frame in the event the parties are unable to resolve the issues through this process.

C. The Commission should issue its order requiring BellSouth:

1. To make available each of the unbundled network elements requested by MCI;
2. To allow MCI to use unbundled network elements in any combination;
3. To price all unbundled network elements at their TELRIC;
4. To make all retail services available for resale (including but not limited to, grandfathered services, trials and promotions, contract service arrangements, volume and term discounts, and Lifeline and LinkUp services) with no terms and conditions that restrict or limit their resale, other than a restriction that flat-rate basic local exchange service can be resold only to residential customers, and grandfathered and Lifeline services can be resold only to qualifying customers;

5. To establish a price level for resold services that takes into account all costs that can reasonably be avoided by BellSouth when the service is provided on a wholesale basis;

6. To brand, as MCI, operator services, directory assistance services, and any other like services provided to end users who use BellSouth's local exchange services that are being resold by MCI, and to provide branding in all situations where BellSouth employees or agents interact with MCI customers with respect to the provision of resold BellSouth services or unbundled elements provided to end users on behalf of MCI;

7. To provide real-time electronic interfaces to MCI as quickly as possible, but in any event by January 1, 1997;

8. To adhere to performance metrics, installation intervals, repair intervals and other standards that are equal to the higher of the quality of service standards that BellSouth is required to provide, or actually provides, to its own customers or to customers of any other carrier, and to establish a credit mechanism to offset the charge for resold services or unbundled elements where BellSouth fails to meet those quality of service standards;

9. To price exchange access in connection with unbundled network elements in a manner consistent with the FCC's transitional pricing rules, and to provide exchange access to all carriers at TSLRIC no later than the date BellSouth is authorized to provide interLATA service in Florida;

10. To provide RCF for interim local number portability on a competitively neutral basis in which each carrier recovers its costs from its own customers until the Commission has readdressed this issue in the generic interim local number portability docket;

11. To interconnect with MCI at any technically feasible point of interconnection, require no more than one POI per local calling area, and to provide colocation on reasonable terms and conditions;

12. To provide local interconnection on the basis of mutual traffic exchange in accordance with the prior orders of the Commission; and

13. To provide the other disputed interconnection and access, unbundling, resale, ancillary services and associated arrangements in accordance with the requirements identified in the Annotated Term Sheet.


D. The Commission should retain jurisdiction of this arbitration until the parties have submitted an agreement for approval by the Commission in accordance with Section 252(e) of the Act.

E. The Commission should further retain jurisdiction of this arbitration and the parties thereto until BellSouth has complied with all implementation time frames specified in the arbitrated agreement and that agreement has been fully implemented.

F. The Commission should take such other and further actions as it deems appropriate.

RESPECTFULLY SUBMITTED this 15th day of August, 1996.

HOPPING GREEN SAMS & SMITH, P.A.

By:   
Richard D. Melson  
P.O. Box 6526  
Tallahassee, FL 32314  
(904) 425-2313

and

MARTHA MCMILLIN  
MCI Telecommunications Corporation  
Suite 700  
780 Johnson Ferry Road  
Atlanta, GA 30342

ATTORNEYS FOR MCI

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a copy of the foregoing was furnished to the following parties by hand delivery this 15th day of August, 1996.

Donna Canzano  
Division of Legal Services  
Florida Public Service Commission  
2540 Shumard Oak Boulevard  
Tallahassee, FL 32399

Nancy White  
c/o Nancy Sims  
BellSouth Telecommunications  
150 S. Monroe Street, Suite 400  
Tallahassee, FL 32301

Tracy Hatch  
AT&T  
101 N. Monroe St., Suite 700  
Tallahassee, FL 32301

and by UPS Delivery to:

Nancy White  
BellSouth Telecommunications  
675 West Peachtree St., Ste. 4300  
Atlanta, GA 30375



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Attorney

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August 15, 1996

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Ms. Blanca S. Bayó  
Director, Records & Reporting  
Florida Public Service Commission  
2540 Shumard Oak Boulevard  
Tallahassee, FL 32399-0850

Re: Docket No. 960846-TP

Dear Ms. Bayó:

On behalf of MCI Telecommunications Corporation and MCImetro Access Transmission Services, Inc. (MCI), I have enclosed for filing in the above docket the original and 15 copies of MCI's Petition for Arbitration under the Telecommunications Act of 1996, together with attached exhibits.

By copy of this letter this document has been provided to the parties on the attached service list.

Very truly yours,



Richard D. Melson

RDM/cc  
Enclosures  
cc: Parties of Record



MCI Telecommunications  
Corporation  
8521 Leesburg Pike  
Vienna, VA 22182

March 26, 1996

Mr. Jerry A. Drummond, President & CEO  
Bell South Telephone  
4500 675 W. Peachtree Street  
Atlanta, GA 30375

Dear Mr. Drummond:

I am writing to notify you that MCI hereby requests Bell South to promptly commence good faith negotiations concerning Bell South's duties under the Telecommunications Act of 1996. MCI is anxious to work with Bell South to resolve each of the issues necessary to allow the development of full and effective competition, thereby avoiding the need to seek regulatory resolution should agreement not be achieved.

At MCI, we intend to use all of the options available to us under the terms of both Federal and state laws, plus applicable state commission rulings to bring about facilities based competition in the local market. We intend to purchase unbundled network elements, unbundled service attributes (including directory listings, E911, 411, and others), leased facilities, leased transport, wholesale service for subsequent resale and other approaches combined with our own local network investment to accelerate the process of bringing competitive choice to all telecommunications markets.

MCI seeks access and interconnection under the Act for the full range of local exchange, exchange access and interexchange services that MCI will provide. Accordingly, we need our negotiations with you to be comprehensive. They should cover the terms and conditions of our mutual network interconnection, MCI's use of unbundled network elements, resale, removal of any anticompetitive terms and conditions in your current tariff, and any other provisions encompassed by the Act, including access.

These negotiations will be on behalf of MCI Telecommunications and all of its affiliates, including MCImetro, and we would also expect to cover all of the Bell South region-wide operations in these negotiations since the Act applies to all states.


I am sure that previous discussions between our companies and our public filings have given Bell South a perspective on our requirements. However, to further expedite these negotiations, MCI has conducted a comprehensive review of the Act and is prepared to provide Bell South with MCI's positions and requirements. Bell South should also provide MCI with copies of incremental cost studies of Bell South services and network elements. These steps will allow us to more promptly reach agreement. We would also appreciate promptly receiving from Bell South copies of existing agreements with all other local exchange carriers -- including agreements with incumbent LECs (such as EAS agreements) as well as with new entrants -- plus agreements entered into before February 8, 1996 consistent with Section 252 (a) (1).



Since the way in which these issues are resolved will affect all telecommunications carriers we have no objection to making any other parties aware of the nature and content of our discussion with you. This will allow for the open and shared negotiation process that is clearly intended by the Act and is clearly needed to make the process fair and efficient.

I would suggest that a small group of (2-3) executives from each of our companies meet at our offices in Vienna, Virginia to begin discussions. I will be MCI's contact for establishing these negotiations and can be reached at 703-903-1190 to set a mutually convenient date and time.

Sincerely,



Michael A. Bianco  
Vice President - Local Markets



EXECUTION COUNTERPART

AGREEMENT

**THIS AGREEMENT** is made by and between BellSouth Telecommunications, Inc., ("BellSouth"), a Georgia corporation, and MCImetro Access Transmission Services, Inc. ("MCIIm"), a Delaware corporation, and shall be deemed effective as of May 15, 1996. This agreement may refer to either BellSouth or MCIIm or both as a "party" or "parties."

WITNESSETH

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

**WHEREAS**, MCIIm is a local exchange telecommunications company authorized to provide telecommunications services in the states of Florida, Georgia, North Carolina and Tennessee with applications pending or expected to be filed in the remaining BellSouth states; and

**WHEREAS**, while BellSouth and MCIIm have differing positions on important business and policy issues regarding the appropriate terms and conditions of interconnection of their respective facilities, they each nevertheless believe that it is to their mutual benefit to reach an expeditious short term agreement on terms and conditions for interconnection so that their respective customers may communicate with each other; and

**WHEREAS**, the parties began negotiating prior to the effective date of the Telecommunications Act of 1996 ("Act") and have reached agreement to govern their relationship for the two year period commencing with the effective date of this Agreement on a number of items, such as interconnection, reciprocal compensation, interim number portability, access to 911/E911 services, matters relating to directory listings and directory distribution, interchange of local 800 traffic, use of BellSouth's line information database ("LIDB"), and access to BellSouth's SS7 database, to the extent contained in this Agreement; and

**WHEREAS**, the parties acknowledge that the following items shall not be deemed to be included in this Agreement (either by themselves or to the extent such items are an element of the items referred to in the preceding sentence) and are therefore subject to further negotiation: resale of local exchange service, provision of unbundled loops, provision of unbundled transport services, provision of unbundled switching services, and any other item that either party may consider to be required by the Act; and

**WHEREAS**, the parties agree that this Agreement shall be filed with the appropriate state commissions in compliance with Section 252 of the Act; and

**WHEREAS**, the parties recognize that negotiations will be required to reach a comprehensive agreement that satisfies the terms of Sections 251 and 252(d) of the Act and have commenced good faith negotiations toward such a comprehensive agreement; and

**WHEREAS**, to the extent that renegotiation of the items contained herein is necessary to bring about a comprehensive agreement the parties may modify the terms reflected in this Agreement; and

**WHEREAS**, once the parties have reached such a comprehensive agreement the parties will file the agreement with the appropriate state commissions under Section 252 of the Act; and

**WHEREAS**, the parties agree that further guidelines from the Federal Communications Commission as a result of CC Docket 96-98 on the items contained in this Agreement may require the parties to further negotiate said items;

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

**I. Term of the Agreement; Regulatory Changes; Adjustments**

**A.** The term of this Agreement shall be two years, beginning May 15, 1996.

**B.** The parties agree that (1) if the Federal Communications Commission ("FCC") or a state public utilities commission or other state or local body having jurisdiction over the subject matter of this Agreement ("State Authority") finds that the terms of this Agreement are inconsistent in one or more material respects with any of its or their respective decisions, rules or regulations promulgated, or (2) if the FCC or a State Authority preempts the effect of this Agreement, then in the event of the occurrence of (1) or (2), which occurrence is final and no longer subject to administrative or judicial review, the parties shall immediately commence good faith negotiations to conform this Agreement with any such decision, rule, regulation or preemption. The revised agreement shall have an effective date that coincides with the effective date of the original FCC or State Authority's action giving rise to such negotiations. The parties agree that the rates, terms and conditions of any new agreement shall not be applied retroactively to any period prior to such effective date.

C. In the event that BellSouth provides interconnection and/or temporary number portability arrangements via tariff or has or enters into an interconnection and/or temporary number portability agreement with another entity, BellSouth will permit MCIIm an opportunity to inspect such tariff or agreement and upon MCIIm request BellSouth will immediately offer MCIIm an agreement on the same material terms with effect from the date BellSouth first made such tariff effective or entered into such arrangement and for the remainder of the term of this Agreement. The other items covered by this Agreement and not covered by such tariff or agreement shall remain unaffected and as to such items this Agreement shall remain in effect.

D. In the event that BellSouth is required by an FCC or a State Authority decision or order to provide any one or more terms of interconnection or other matters covered by this Agreement that individually differ from any one or more corresponding terms of this Agreement, MCIIm may elect to amend this Agreement to reflect all of such differing terms (but not less than all) contained in such decision or order, with effect from the date MCIIm makes such election. The other items covered by this Agreement and not covered by such decision or order shall remain unaffected and as to such items this Agreement shall remain in effect.

## **II. Scope of the Agreement**

A. This Agreement will govern the interconnection arrangements between the parties to facilitate the interconnection of their facilities and the connection of local and interexchange traffic initially in the states of Florida, Georgia, Tennessee, Alabama, and North Carolina. The parties agree that additional states may be added to the Agreement on the same terms contained herein upon mutual agreement, which agreement will not unreasonably be withheld. The term of this Agreement shall remain 2 years from the date set forth in Section I.A. above even for any such additional states.

B. Upon the execution of this Agreement by both parties, MCIIm agrees that during the period that this Agreement is in effect MCIIm shall not argue for different treatment of interconnection and temporary local number portability (and if necessary will modify existing positions) before the state commissions in the states covered by this Agreement; provided, that MCIIm shall not be precluded from maintaining any positions in Florida and Tennessee nor from maintaining in any forum that the appropriate pricing standard for transport, collocation and other network elements that may be included in this Agreement shall be according the standards set out in Section 252 of the Telecommunications Act of 1996. Subject to the foregoing, the parties agree that nothing in this Agreement shall have the effect of preventing MCIIm from actively participating in any regulatory proceeding.

### **III. Local Interconnection**

**A.** The parties agree for the purpose of this Agreement only that local interconnection is defined as the delivery of local traffic to be terminated on each party's local network so that customers of either party have the ability to reach customers of the other party, without the use of any access code or substantial delay in the processing of the call. The parties further agree that the exchange of traffic on BellSouth's Extended Area Service, Extended Calling Service, and other toll substitute calling routes shall be considered local traffic. The delivery of local traffic shall be reciprocal, and compensation shall be a flat per minute uniform and mutual rate based on BellSouth's local switching rates with averaged transport distances. The mutual rate shall not include the Carrier Common Line and Interconnection charges, which charges will not be assessed by either party. The state specific local interconnection rates are as delineated on Attachment "A" incorporated herein by this reference.

**B.** The parties acknowledge that the quality, elements, and costs of local interconnection can vary, but that, for the purposes of this Agreement only, the parties will average the rates for both tandem and end office switching configurations and for transport distances in the development of the mutual and reciprocal rate described in subsection (A), above.

**C.** In order to mitigate the potential adverse impact on either party which might occur as a result of an imbalance of terminating local traffic between the parties, neither party shall be required to compensate the other for more than up to 105% of the total minutes of use of the party with the lower minutes of use in the same month. This cap shall apply to the total local minutes of use calculated on a company-wide basis for each state having an explicit traffic exchange rate covered by this Agreement.

#### **D. Establishing POIs**

(1) The parties shall designate points of interconnection ("POIs") on each other's networks. MCI shall at a minimum designate a POI at each BellSouth access tandem serving the local calling area of the exchanges being served by MCI. MCI may designate additional POIs within a BellSouth local calling area and BellSouth will not unreasonably refuse to interconnect at each such designated POI. BellSouth may designate a POI at one or more of MCI's local switching centers within each LATA in which MCI is providing local service. If no MCI local switching center is located within such LATA, the parties will arrange a POI at a

mutually agreed point within such LATA. MCIIm will not unreasonably refuse to interconnect at a POI designated by BellSouth.

(2) Each party shall be responsible for routing calls to the POI for termination via the other's facilities. Each party shall bear its own costs related to installation at the POI. MCIIm may establish POIs on the BellSouth network via a negotiated expanded interconnection arrangement or via leased transport between the MCIIm network and the BellSouth access tandem. BellSouth may establish POIs on the MCIIm network via an expanded interconnection arrangement at an MCIIm local switching center or via leased transport between an MCIIm expanded interconnect arrangement and an MCIIm local switching center. The parties may charge their tariffed or other generally available rates for the expanded interconnection arrangements and leased transport they may acquire from one another in order to establish the POI.

(3) MCIIm will compensate BellSouth for terminating local traffic which is delivered at the POI for termination on BellSouth's network or other subtending networks in accordance with Sections III.A., III.B. and III.C., above. BellSouth will compensate MCIIm for terminating local traffic which is delivered at the POI for termination on MCIIm's network in accordance with Sections III.A., III.B. and III.C., above. Except as provided in Section IV, no rate elements other than those specified in Sections III.A., III.B. and III.C shall apply to terminating local traffic. Neither carrier shall impose any charge for delivery of originating traffic to the POI (except that the parties will compensate each other for intraLATA 800 service and similar called-party-pays services at their intrastate switched access rates).

(4) Either party may use the POI for the interconnection of other types of services, such as toll services, subject to the applicable rates for such interconnection.

#### E. Trunking and signaling

(1) (a) The party receiving traffic for termination can elect to receive the traffic in one of two ways: (a) separate trunks for local and non-local; or (b) on combined trunks; provided that separate trunk groups shall be utilized where the delivering party is unable to furnish an auditable percent local usage ("PLU") factor to the party receiving the traffic on a quarterly basis.

(b) If direct end office trunking with combined trunks is used (see III.E.(3) below), the parties will cooperatively develop a procedure for

accurately determining the amount of interLATA access traffic for proper application of switched access charges.

(2) The parties may use either one way or two way trunking or a combination, as mutually agreed.

(3) Trunking can be established to tandems or end offices or a combination as mutually agreed. Normally, trunking will be at the DS-1 level. On a trunk group specific basis, the parties may agree to establish trunking at higher (e.g., DS-3) levels. Initial trunking will be established between the MCI local switching centers and the Bell South access tandems. The parties will utilize direct end office trunking under the following conditions:

(a) BellSouth tandem exhaust - If a BellSouth access tandem to which MCI is 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 MCI and BST subscribers.

(b) Traffic volume - The parties shall install and retain direct end office trunking sufficient to handle actual or reasonably forecast traffic volumes, whichever is greater, between an MCI local switching center and a BellSouth end office where traffic between such points exceeds or is forecast to exceed 125,000 minutes of local traffic per month. The parties will install additional capacity between such points when overflow traffic between the MCI switching center and BellSouth access tandem exceeds or is forecast to exceed 125,000 minutes of local traffic per month.

(c) Mutual agreement - The parties may install direct end office trunking upon the mutual agreement in the absence of conditions (a) or (b) above and agreement will not unreasonably be withheld.

(4) There will be no charges for the trunking to either the tandem or end office other than those established in Section III D.(2).

(5) The parties will provide common channel signaling ("CCS") to one another, at no charge, in conjunction with all local and transit trunk groups. The parties will cooperate in the exchange of TCAP messages to facilitate full interoperability of CCS-based features between their respective networks, including



all CLASS features and functions, to the extent each carrier offers such features and functions to its own end users.

(6) The parties will cooperate to jointly plan for the deployment of intercompany 64 Kbps per second clear channel capability.

#### F. Trunk forecasting

The parties shall periodically exchange technical descriptions and forecasts of their interconnection and traffic requirements in sufficient detail to assure traffic completion to and from all customers within the appropriate calling areas.

#### G. Network Management

(1) The parties agree to work cooperatively to install and maintain reliable interconnected telecommunications networks, including but not limited to, the exchange of appropriate information concerning network changes that affect services to the other party, maintenance contact numbers and escalation procedures.

(2) The interconnection of all networks will be based upon accepted industry/national guidelines for transmission standards and traffic blocking criteria.

(3) The parties will work cooperatively to apply sound network management principles by invoking appropriate network management controls, e.g., call gapping, to alleviate or prevent network congestion.

(4) Except as provided for in Section III. D.(2) neither party will charge the other reconfiguration charges for new installations at existing POIs.

(5) The parties agree to provide each other with the proper call information, i.e., originated call party number and destination call party number, CIC, and OZZ, including all proper translations for routing between networks and any information necessary for billing where BellSouth provides recording capabilities. The exchange of information is required to enable each party to route traffic and bill properly.

(6) The parties will cooperate to determine the performance of their respective networks and will implement joint management controls to further overall service integrity.

H. MCIIm will assign telephone numbers to its customers using at least one NXX per BellSouth tariffed exchange; provided, that sufficient quantities of numbering resources are made available to MCIIm.

**IV. Transit Traffic with Local Exchange Companies other than BellSouth ("OLECs"), Independent Companies and Wireless Providers**

If either party provides intermediary tandem switching and transport services for the other party's connection of its end user to a local end user of: (1) an OLEC other than MCIIm; (2) an incumbent independent local exchange telecommunications company ("ICO"); or (3) a wireless telecommunications service provider, the party performing the intermediary function will bill a per minute charge of \$.005 in Florida and \$.002 in all other states, in either case in lieu of the local interconnection rates set out in section III(A) of this Agreement; provided, that the exchange carrier from which the call originated and the exchange carrier to which the call is to be terminated are interconnected at the same transit point.

**V. Transit Traffic with IXC's**

A. If BellSouth provides intermediary functions for network access service connection between an IXC and MCIIm for the purpose of completing intraLATA and interLATA toll calls, each party will provide their own network access services to the IXC on a meet-point basis. The meet-point billing arrangement will be Multiple Bill/Single Tariff option as defined by MECAB. BellSouth may charge the IXC for use of the entrance facility, the tandem switching and a mutually agreed portion of non-interconnection transport charge. BellSouth will not include an element for the Residual Interconnection Charge ("RIC") and MCIIm will be entitled to bill and collect the appropriate RIC and/or any other applicable rate elements.

B. Each party will provide to the other access records sufficient to enable billing to the IXC's. Records shall be provided in the Exchange Message Record format, BellCore Standard BR 010-200-010, as amended.

C. (1) BellSouth shall provide to MCIIm, on a daily basis, Switched Access Detail Usage data (EMR Category 1101XX records) for calls from IXC's that have transited BellSouth's tandems and terminated to MCIIm's switching centers.

(2) MCIIm shall provide to BellSouth, on a monthly basis, Switched Access Summary Usage Data (EMR Category 1150XX records) for calls to IXC's which originate at MCIIm's switching centers.

(3) The parties will mail necessary billing information on magnetic tape or tape cartridge using EMR format to:



If to MCI:

If to BellSouth:

CSI/NIB  
Attention: David Carr  
1315 Stadium Drive  
Mankato, Minnesota 56001

or at such other addresses the intended recipient previously shall have designated by written notice to the other party.

(4) The parties will exchange test files to support the initial implementation of the processes defined in Section V of this Agreement. Exchange of test data will commence one week after AMA certification begins. Test data shall be actual recorded usage records.

(5) The parties shall coordinate and exchange the billing account reference (BAR as defined by MECAB) and bill account cross reference (BACR as defined by MECAB) numbers for meet point billing service. Each party shall notify the other if the level of billing or other BAC/BACR elements change, resulting in a new BAR/BACR number.

(6) The parties shall negotiate the BIP percent for each tandem.

## **VI. Interim Local Number Portability**

**A.** BellSouth will make Remote Call Forwarding ("RCF") available as a means to implement interim local number portability. The parties agree to pay \$1.50 per business line (one path) per month, and \$1.25 per residential line (one path) per month for each line equipped with remote call forwarding. In addition, there will be a charge of \$.50 for each additional path per month. The nonrecurring charge for the establishment of RCF will be \$25.00 per order for multiple residential or business lines for one or more end user customers placed on the same order within an NPA or the area included within an NPA.

**B.** No later than March 31, 1997 BellSouth will make a revised cost study for RCF available for review by MCI under an appropriate confidentiality agreement. BellSouth will negotiate price reductions for RCF based on the results of such cost study, if any such reduction is appropriate, which shall be effective thirty (30) days after the date of such cost study.

C. In those instances where toll traffic is terminated to a number ported to MCI using RCF, then BellSouth will bill access to the IXC under the meet point arrangements agreed to in Section V hereof. Notwithstanding the foregoing, if MCI is directly interconnected to MCI Telecommunications Corporation and to AT&T Corporation for traffic other than that which involves a remote call forwarded call, then BellSouth will remit to MCI all access revenues that it is entitled to charge any IXC. Although this provision will provide access revenues to MCI for traffic involving IXC's with which it is not directly interconnected, the parties have reached this agreement because it is administratively efficient and convenient for BellSouth.

## **VII. Certain Other Services**

Certain other BellSouth services shall be provided as set forth in Appendix B.

## **VIII. Unbundled Network Elements, Local Resale, and Permanent Local Number Portability**

Except as otherwise provided herein, the parties have not come to agreement on the issues of unbundled network elements, local resale and permanent local number portability and, as such, these issues will remain outside the scope of this Agreement. Both parties agree to continue to negotiate in good faith on these issues. The provisions in VII above will not prejudice positions the parties may take in such negotiations or in regulatory proceedings where terms and conditions governing the purchase of such services from BellSouth are at issue.

## **IX. Liability and Indemnification**

### **A. Liability Cap.**

(1) With respect to any claim or suit, whether based in contract, tort or any other theory of legal liability, by MCI, any MCI customer or by any other person or entity, for damages associated with any of the services provided by BellSouth pursuant to or in connection with this Agreement, including but not limited to the installation, provision, preemption, termination, maintenance, repair or restoration of service, and subject to the provisions of the remainder of this Article IX, BellSouth's liability shall be limited to an amount equal to the proportionate charge for the service provided pursuant to this Agreement for the period during which the service was affected. Notwithstanding the foregoing, claims for damages by MCI, any MCI customer or any other person or entity resulting from the gross negligence or willful misconduct of BellSouth and claims for damages by MCI resulting from the failure of BellSouth to honor in one or more material respects any

one or more of the material provisions of this Agreement shall not be subject to such limitation of liability.

(2) With respect to any claim or suit, whether based in contract, tort or any other theory of legal liability, by BellSouth, any BellSouth customer or by any other person or entity, for damages associated with any of the services provided by MCIIm pursuant to or in connection with this Agreement, including but not limited to the installation, provision, preemption, termination, maintenance, repair or restoration of service, and subject to the provisions of the remainder of this Article IX, MCIIm's liability shall be limited to an amount equal to the proportionate charge for the service provided pursuant to this Agreement for the period during which the service was affected. Notwithstanding the foregoing, claims for damages by BellSouth, any BellSouth customer or any other person or entity resulting from the gross negligence or willful misconduct of MCIIm and claims for damages by BellSouth resulting from the failure of MCIIm to honor in one or more material respects any one or more of the material provisions of this Agreement shall not be subject to such limitation of liability.

B. Neither party shall be liable for any act or omission of any other telecommunications company to the extent such other telecommunications company provides a portion of a service.

C. Neither party shall be liable for damages to the other party's terminal location, POI or the other party's customers' premises resulting from the furnishing of a service, including but not limited to the installation and removal of equipment and associated wiring, except to the extent the damage is caused by such party's gross negligence or willful misconduct.

D. Notwithstanding subsection A., the party providing services under this Agreement, its affiliates and its parent company shall be indemnified, defended and held harmless by the party receiving such services against any claim, loss or damage arising from the receiving party's use of the services provided under this Agreement, involving: 1) claims for libel, slander, invasion of privacy or copyright infringement arising from the content of the receiving party's own communications; 2) any claim, loss, or damage claimed by the receiving party's customer(s) arising from such customer's use of any service, including 911/E911, that the customer has obtained from the receiving party and that the receiving party has obtained from the supplying party under this Agreement; or 3) all other claims arising out of an act or omission of the receiving party in the course of using services provided pursuant to this Agreement. Notwithstanding the foregoing, to the extent that a claim, loss or damage is caused by the gross negligence or willful misconduct of a

supplying party the receiving party shall have no obligation to indemnify, defend and hold harmless the supplying party hereunder.

E. Neither party guarantees or makes any warranty with respect to its services when used in an explosive atmosphere. Notwithstanding subsection A., each party shall be indemnified, defended and held harmless by the other party or the other party's customer from any and all claims by any person relating to the other party or the other party's customer's use of services so provided.

F. No license under patents (other than the limited license to use in the course of using a service provided pursuant to this Agreement) is granted by one party to the other or shall be implied or arise by estoppel, with respect to any service offered pursuant to this Agreement. Notwithstanding subsection A., the party providing a service pursuant to this Agreement will defend the party receiving such service against claims of patent 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. Such indemnification shall not, however, extend to claims for patent infringement to the extent the alleged infringement results from:

(1) Modification of the service by someone other than the providing party and/or its subcontractors, where there would be no such infringement or violation in the absence of such modification; or

(2) The combination, operation or use of the service with any product, data or apparatus not provided by the providing party and/or its subcontractors, where there would be no such infringement or violation in the absence of such combination, operation or use.

G. Promptly after receipt of notice of any claim or the commencement of any action for which a party may seek indemnification pursuant to this Article IX, such party (the "Indemnified Party") shall promptly give written notice to the other party (the "Indemnifying Party") of such claim or action, but the failure to so notify the Indemnifying Party shall not relieve the Indemnifying Party of any liability it may have to the Indemnified Party except to the extent the Indemnifying Party has actually been prejudiced thereby. The Indemnifying Party shall be obligated to assume the defense of such claim, at its own expense. The Indemnified Party shall cooperate with the Indemnifying Party's reasonable requests for assistance or information relating to such claim, at the Indemnifying Party's expense. The Indemnified Party shall have the right to participate in the investigation and defense of such claim or action, with separate counsel chosen and paid for by the Indemnified Party.

H. A party's failure to provide or maintain services offered pursuant to this Agreement shall be excused to the extent such failure is the result of labor difficulties, governmental orders, civil commotion, criminal acts taken against such party, acts of God or other circumstances beyond such party's reasonable control.

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

A. Both parties agree that it may be necessary to provide each other during the term of this Agreement with certain confidential information, including but not limited to trade secrets, 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"). "Information" may be disclosed in written or other tangible form (including on magnetic media) or by oral, visual or other means. Regardless of the means of disclosure, Information shall be protected by the receiving party pursuant to the terms of this Article X provided that such Information should reasonably have been understood by the receiving party, because of legends or other markings, the circumstances of disclosure or the nature of the Information itself, to be proprietary and confidential to the disclosing party. Each party agrees that the Information it receives shall not be copied or reproduced in any form except to the extent reasonably necessary to such party's exercise of its rights or performance of its obligations pursuant to this Agreement. Each party agrees to protect the Information received from distribution, disclosure or dissemination to anyone except its employees with a need to know such Information. Each party will use the same standard of care to protect Information received as it would use to protect its own confidential and proprietary Information.

B. Notwithstanding the foregoing, both parties agree that there will be no obligation to protect any portion of Information that is either 1) made publicly available by the owner of the Information or lawfully disclosed by a nonparty to this Agreement; 2) lawfully obtained from any source other than the owner of the Information; 3) previously known to the receiving party without an obligation to keep it confidential; or 4) independently developed by the receiving party without use of the Information received.

C. Disclosure of Information received shall not be prohibited to the extent such disclosure is compelled by a court or administrative agency having jurisdiction over the receiving party or is otherwise required by law. In such event, however, the receiving party shall use reasonable efforts to notify the other party prior to making such disclosure and shall cooperate in the other party's efforts to object to

such disclosure or to obtain confidential treatment of the Information to be disclosed.

D. This Article X shall survive the termination or expiration of this Agreement with respect to any Information disclosed by one party to the other while this Agreement was in effect. All Information shall be returned to the disclosing party within a reasonable time following the disclosing party's request or the termination or expiration of this Agreement, whichever is earliest.

#### **XI. Resolution of Disputes**

On a non-exclusive basis, the parties agree that any dispute that arises as to the interpretation of any provision of this Agreement or as to the proper implementation of this Agreement may be brought before the appropriate State Commission or Commissions for a resolution of the dispute. However, each party reserves any rights it may have to seek judicial review of any ruling made by a Commission concerning this Agreement or to seek resolution of a dispute before any other federal or state body or tribunal.

#### **XII. Limitation of Use**

The parties agree that this Agreement shall not be proffered by either party in any jurisdiction as evidence of any concession or as a waiver of any position taken by the other party in that jurisdiction or for any other purpose.

#### **XIII. Waivers**

Any failure by either party to insist upon the strict performance by the other party of any of the provisions of this Agreement shall not be deemed a waiver of any of the provisions of this Agreement, 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.

#### **XIV. 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, and the federal Communications Act of 1934, as amended by the Telecommunications Act of 1996.

## **XV. Publicity**

The parties intend to issue a joint press release announcing this Agreement upon its execution. Neither party will issue any other public announcement or otherwise publicize the existence or terms of this Agreement without the consent of the other; provided, that nothing shall prevent the parties from communicating the terms of this Agreement to any local, state or federal entity having jurisdiction over or an interest in its subject matter, notwithstanding Section XII above.

## **XVI. Notices**

**A.** 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.

MCImetro Access Transmission  
Services, Inc.

8521 Leesburg Pike

Vienna, VA 22182

with a copy to:

MCI Communications  
Corporation  
1801 Pennsylvania Ave., N.W.  
Washington, DC 20006  
Attention: General Counsel

or at such other addresses the intended recipient previously shall have designated by written notice to the other party.

**B.** 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.



## XVII. Entire Agreement

This Agreement 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.

## XVIII. Counterparts

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

**BellSouth Telecommunications, Inc.**

BY:   
Signature

Name: R.A. Anderson  
Printed Name

TITLE: President- BBS

**MCImetro Access Transmission  
Services, Inc.**

BY:   
Signature

Name: Nate Davis  
Printed Name

TITLE: Chief Operating Officer



## ATTACHMENT A

The state specific local interconnection rates are as follows:

<u>STATE</u>	<u>RATE</u>
Florida	\$0.011
Georgia	0.01
Tennessee *	0.019
Alabama	0.01
North Carolina	0.013

No additional charges for collocation, entrance facilities or additional transport services will apply unless mutually agreed.

\* If during the term of this Agreement the intrastate local switching rate is reduced in Tennessee from \$0.0175 the interconnection rate for Tennessee will be reduced by the same dollar amount.

## **ATTACHMENT B**

The parties agree to the following terms and conditions delineated below regarding the following features, functions and capabilities:

### **I. Access to 911/E911 Emergency Network**

**A.** For basic 911 service, BellSouth will provide to MCIIm a list consisting of each municipality in each state covered under this Agreement 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. MCIIm will 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. MCIIm will route that call to BellSouth at the appropriate tandem or end office. When a municipality converts to E911 service, MCIIm shall discontinue the Basic 911 procedures and begin the E911 procedures, set forth in subsection (B), below.

**B.** For E911 service, MCIIm shall install a minimum of two dedicated trunks originating from MCIIm's serving wire center and terminating to the appropriate E911 tandem. The dedicated trunks shall be, at minimum, DSO 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. MCIIm will provide BellSouth updates to the E911 database in a timely manner.

**C.** If a municipality has converted to E911 service, MCIIm will forward 911 calls to the appropriate E911 primary tandem, along with ANI, based upon the current E911 end office to tandem homing arrangement as provided by BellSouth. If the primary tandem trunks are not available, MCIIm will alternatively route the call to a designated 7-digit local number residing in the appropriate PSAP. This call will be transported over BellSouth's interoffice network and will not carry the ANI of the calling party.

D. BellSouth and MCIIm agree that the practices and procedures contained in the E911 Local Exchange Carrier Guide For Facility-Based Providers ("LEC Carrier Guide"), as it is amended from time to time during the term of this Agreement by BellSouth with the agreement of MCIIm, shall determine the appropriate procedures and practices of the parties as to the provision of 911/E911 Access. The LEC Guide shall at a minimum include, or BellSouth shall separately provide, ALI database update procedures, 911 trunk restoration procedures, and special handling procedures for operator assisted emergency calls.

E. If MCIIm requires transport to the BellSouth 911 tandem, MCIIm may, at MCIIm's option, purchase such transport from BellSouth at rates set forth in either BellSouth's intrastate switched access services tariff or intrastate special access services tariff.

F. BellSouth obtain for MCIIm access to and copies of applicable Master Street Address Guides (MSAGs) and obtain updates for MCIIm.

G. Where BellSouth is responsible for maintenance of the E911 database and can be compensated for maintaining MCIIm's information by the municipality BellSouth shall seek such compensation. BellSouth may seek compensation for its costs from MCIIm only if and to the extent BellSouth is unable to obtain such compensation from the municipality. Within 30 days of the date of this Agreement BellSouth shall identify for MCIIm those municipalities for which BellSouth will seek compensation from MCIIm and the amount of such compensation.

## **II. Directory Listings and Directory Distribution**

A. BellSouth will arrange to include the primary listing of each MCIIm customer in the residential or business white pages directories, as appropriate, as well as the directory assistance database, as long as MCIIm provides information to BellSouth in a manner compatible with BellSouth's operational systems. A primary listing is defined as either the MCIIm assigned number for a customer or the customer's number for which Service Provider Number Portability service is provided, but not both numbers.

B. BellSouth will not charge MCIIm to: 1) print MCIIm's customers' primary listings in the white pages directories as appropriate; 2) distribute directory books annually to MCIIm's customers; 3) recycle MCIIm's customers' directory books; and 4) maintain the Directory Assistance database. The parties agree to cooperate with each other in formulating appropriate procedures regarding lead time, timeliness, format and content of listing information.

C. Additional listings and optional listings may be provided by BellSouth at the rates set forth in the General Subscriber Services Tariff as the tariff is amended from time to time during the term of this Agreement.

### III. 800 Traffic

A. BellSouth agrees to compensate MCI, pursuant to MCI's published originating switched access charges, including the database query charge, for the origination of 800 traffic terminated to BellSouth.

B. MCI will provide to BellSouth the appropriate records necessary for BellSouth to bill BellSouth's intraLATA 800 customers. The records provided by MCI will be in a standard EMR format for a fee, paid by BellSouth to MCI, of \$0.03 per record.

C. If MCI provides 800 services to its end users during the term of this Agreement, it agrees to compensate BellSouth, pursuant to BellSouth's originating switched access charges, including the database query charge, for the origination of 800 traffic terminate to MCI. BellSouth agrees to provide MCI the appropriate records for MCI to bill its 800 customers. The records provided will be in a standard EMR format for a fee, paid by MCI to BellSouth, of \$0.015 per record.

D. If during the term of this Agreement, BellSouth is permitted to provide interLATA 800 services, BellSouth will compensate MCI for the origination of such traffic pursuant to subsection A, above. MCI shall provide the appropriate records for billing pursuant to subsection B, above.

E. If MCI utilizes BellSouth's 800 database for query purposes only, the rates and charges shall be as set forth in BellSouth's Intrastate Access Services Tariff, as said tariff is amended from time to time during the term of this Agreement.

F. Should MCI require 800 Access Ten Digit Screening Service from BellSouth, it shall have signaling transfer points connecting directly to BellSouth's local or regional signaling transfer point for service control point database query information. MCI shall utilize SS7 Signaling links, ports and usage from BellSouth's Intrastate Access Services Tariff. MCI will not utilize switched access FGD service. 800 Access Ten Digit Screening Service is an originating service that is provided via 800 Switched Access Service trunk groups from BellSouth's SSP equipped end office or access tandem providing an IXC

identification function and delivery of call to the IXC based on the dialed ten digit number. The rates and charges for said service shall be as set forth in BellSouth's Intrastate Access Services Tariff as said tariff is amended from time to time during the term of this Agreement.

#### **IV. Operator Services and Signaling**

**A.** The parties agree to mutually provide busy line verification and emergency interrupt services pursuant to each party's published Tariffs as the Tariffs are amended from time to time during the term of this Agreement. The parties agree to cooperate with each other in formulating appropriate engineering solutions for this service.

**B.** BellSouth will also offer to MCI, pursuant to published tariff as the Tariffs are amended from time to time during the term of this Agreement, Directory Assistance Access Service, Directory Assistance Call Completion Access Service and Number Services Intercept Access Services. The offering of Directory Assistance Call Completion Access Service and number Services Intercept Access Services is subject to state commission approval.

**C.** BellSouth will enter MCI line information into its Line Information Database ("LIDB") pursuant to the terms and conditions to be contained in an agreement to be negotiated, which agreement shall be incorporated herein and made a part hereof by reference. MCI's presence in BellSouth's LIDB will enable MCI's end users to participate or not participate in alternate billing arrangements such as collect or third number billed calls.



**MCI REQUIREMENTS FOR  
INTERCARRIER AGREEMENTS**

**INTERCONNECTION AND ACCESS,  
UNBUNDLING,  
RESALE, ANCILLARY  
SERVICE, AND ASSOCIATED  
ARRANGEMENTS**



**MCI REQUIREMENTS  
FOR  
INTERCARRIER AGREEMENTS**

**INTERCONNECTION AND ACCESS, UNBUNDLING, RESALE,  
ANCILLARY SERVICES, AND ASSOCIATED ARRANGEMENTS**

**Issue: June 7, 1996  
(Subject to Revision)**

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## I. INTERCONNECTION

**Definition:** *The connection of the telecommunications facilities and equipment of any telecommunications carrier with the ILEC's network for the transmission and routing of telephone exchange and exchange access services.*

*Interconnection can occur at any technically feasible point within the ILEC's network, and must be at least equal in quality to that provided by the ILEC to itself and at rates, terms and conditions that are just, reasonable and non-discriminatory.*

- REQUIREMENTS**
1. Point of Interconnection
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Business Area	Requirement
<b>1. Point of Interconnection (POI):</b>	<p>1.1 Each interconnecting carrier must designate at least one POI on the other carrier's network for each local calling area. Each carrier has the responsibility for providing its own facilities to route calls (1) originating on its network and terminating on the other carrier's network to its POI, and (2) originating on the other local exchange carrier's network, but terminating on its network from that carrier's POI. There is no requirement that a carrier establish more than one POI for any local calling area, but nothing should prevent MCI from designating more than one POI upon mutual agreement of the carriers. There should be no charge for provision of the POI facilities.</p> <p><b>BellSouth Position:</b> One POI per tandem</p> <p>1.2 POIs may be at any technically feasible point on the networks, including, but not limited to: tandem switches, end office switches or other wire centers. Collocation is not a requirement for establishing a POI. POIs can be established via meetpoint, collocation and other mutually agreed to methods.</p> <p><b>BellSouth Position:</b> We believe we may have reached agreement in principle with BellSouth, however, we have not yet agreed on contractual language for this issue. Thus, we seek arbitration on this issue.</p> <p>1.3 Carriers agree to install efficient and sufficient facilities to route calls (1) originating on its network and terminating on the other carrier's network</p>

to its POI, and (2) originating on the other local exchange carrier's network, but terminating on its network from that carrier's POI, and will work cooperatively to ensure such.

**BellSouth Position:** We believe we may have reached agreement in principle with BellSouth, however, we have not yet agreed on contractual language for this issue. Thus, we seek arbitration on this issue.

- 1.4 ILEC may not impose any restrictions on traffic types delivered to/from the POI(s).

**BellSouth Position:** We believe we may have reached agreement in principle with BellSouth, however, we have not yet agreed on contractual language for this issue. Thus, we seek arbitration on this issue.

- 1.5 A carrier may make any modifications or additions to its designated POIs in order to add capacity or establish new POIs. Such changes should not require a new contract, but should be covered by a master service agreement

**BellSouth Position:** We believe we may have reached agreement in principle with BellSouth, however, we have not yet agreed on contractual language for this issue. Thus, we seek arbitration on this issue.

- 1.6 Each carrier preserves the option to designate its POI at the most efficient point for its purposes.

**BellSouth Position:** We believe we may have reached agreement in principle with BellSouth, however, we have not yet agreed on contractual language for this issue. Thus, we seek arbitration on this issue.

- 1.7 A carrier should not impose on the other the inefficiencies of its network design; any additional costs resulting from the inefficiencies of an ILEC's network design should be borne by the ILEC and not imposed on MCI.

**BellSouth Position:** Unknown

- 1.8 Once traffic is delivered to the POI, it is the terminating carrier's responsibility to terminate the traffic to its end users. Calls should be terminated using the same network, ensuring the same quality of service, as the carrier provides its own customers.

**BellSouth Position:** We believe we may have reached agreement in principle with BellSouth, however, we have not yet agreed on contractual language for this issue. Thus, we seek arbitration on this issue.

## 2. Trunking

- 2.1 Trunking should be available to any switching center designated by either carrier: including end offices, local tandems, access tandems, 911 routing switches, directory assistance/operator services switches, or any other feasible point in the network. Carriers should have the option for either one-way or two-way trunking. Directionality in this case refers to the traffic flowing between two networks, not to the logical or physical configuration of the trunk. All trunks should be configured two way for testing purposes.

**BellSouth Position:** We believe we may have reached agreement in principle with BellSouth, however, we have not yet agreed on contractual language for this issue. Thus, we seek arbitration on this issue.

- 2.2 There should be no restrictions on the types of traffic that can be combined on a single trunk group. In the eventuality that there is good reason for traffic separation then the carrier receiving the traffic should determine the types of traffic that can be combined (e.g. local, intraLATA toll, interLATA access). To the extent necessary to apply the appropriate compensation arrangement, Percent Usage reporting should be established.

**BellSouth Position:** We believe we may have reached agreement in principle with BellSouth, however, we have not yet agreed on contractual language for this issue. Thus, we seek arbitration on this issue.

- 2.3 Carriers should offer B8ZS Extended Super Frame (ESF) facilities to each other, and will make these facilities available to allow for transmission of voice and data traffic.

**BellSouth Position:** We believe we may have reached agreement in principle with BellSouth, however, we have not yet agreed on contractual language for this issue. Thus, we seek arbitration on this issue.

- 2.4 Trunking should be available at any feasible point that is used in the transmission of voice, data or other types of traffic (e.g., file servers, SCPs, DXCs, ATM switches, etc.)

**BellSouth Position:** Defines trunking as dedicated transmission facilities. We believe we may have reached agreement in principle with BellSouth, however, we have not yet agreed on contractual language for this issue. Thus, we seek arbitration on this issue.

## 3. Traffic Types:

- 3.1 Carriers should provide the necessary facilities and equipment to allow for the exchange of the following types of traffic between ILEC(s) and MCI:

**BellSouth Position:** We believe we may have reached agreement in principle with BellSouth, however, we have not yet agreed on contractual language for this issue. Thus, we seek arbitration on this issue.

- 3.2 **Local Exchange** - local traffic to be terminated on each party's local network so that customers of either party have the ability to reach customers of the other party without the use of access codes

**BellSouth Position:** We believe we may have reached agreement in principle with BellSouth, however, we have not yet agreed on contractual language for this issue. Thus, we seek arbitration on this issue.

- 3.3 **Exchange Access** - The offering of access to telephone exchange services or facilities origination and termination of intraLATA or interLATA toll services.

**BellSouth Position:** We believe we may have reached agreement in principle with BellSouth, however, we have not yet agreed on contractual language for this issue. Thus, we seek arbitration on this issue.

- 3.4 **IXC Transit** - the ILEC must provide intermediary network access service between MCI and any IXC for the purpose of completing interLATA or intraLATA toll traffic. Each carrier will provide their own network access services to the IXC on a meet-point basis.

**BellSouth Position:** We believe we may have reached agreement in principle with BellSouth, however, we have not yet agreed on contractual language for this issue. Thus, we seek arbitration on this issue.

- 3.5 **Other Transit functions** - the ILEC must provide intermediary tandem switching and transport services for MCI's connection of its end user to a local end user of other CLECs, ITCs, and wireless telecommunications providers.

**BellSouth Position:** We believe we may have reached agreement in principle with BellSouth, however, we have not yet agreed on contractual language for this issue. Thus, we seek arbitration on this issue.

- 3.6 **Intelligent network** - The ILEC must provide open logical and physical interconnection points to AIN/IN interface in their network. Refer to Section X, Part 6.

**BellSouth Position:** We believe we may have reached agreement in principle with BellSouth, however, we have not yet agreed on contractual language for this issue. Thus, we seek arbitration on this issue.

- 3.7 **Other Services** - The ILEC must provide connection and call routing for 911, E-911, directory assistance, and operator assistance services.

**BellSouth Position:** We believe we may have reached agreement in principle with BellSouth, however, we have not yet agreed on contractual language for this issue. Thus, we seek arbitration on this issue.

- 3.8 **Network surveillance** - The ILEC must provide access to monitoring, surveillance and other fraud control functions in its network.



**BellSouth Position:** We believe we may have reached agreement in principle with BellSouth, however, we have not yet agreed on contractual language for this issue. Thus, we seek arbitration on this issue.

**4. Signaling:**

- 4.1 ILEC must provide interconnection to and from intelligent network, signaling, monitoring, surveillance and fraud control points.

**BellSouth Position:** Will not provide access to databases or surveillance equipment, but will provide access to SS7 protocol that carries needed information.

- 4.2 ILEC shall provide and implement all SS7 Mandatory and Optional parameters as well as procedures that are defined in the ANSI standards even if today's services do not specifically requires these features. These functions shall include:

- a. All functions of the ISUP, TCAP, SCCP, MTP as specified in the ANSI specifications.
- b. All functions of the OMAP including MTP Routing verification Test(MRVT) and SCCP Routing Verification Test(SRVT).

**BellSouth Position:** Will comply with Bellcore ANSI standards. Optional parameters available as negotiated and upon demand. OMAP functions only where BellSouth makes them available. We believe we may have reached agreement in principle with BellSouth, however, we have not yet agreed on contractual language for this issue. Thus, we seek arbitration on this issue.

- 4.3 ILEC shall provide options to interconnect all the systems connected to the ILEC SS7 network. These options shall include:

A & E-Link access from the MCI local switching system.  
D-Link access from MCI STPs.  
F-link access to the ILEC EO/AT and to ILEC Data Bases.

**BellSouth Position:** Will not provide E & F link access.

- 4.4 ILEC shall provide a signaling link which consists of a 56 kbs transmission path or other rates as defined by ANSI standards between MCI designated signaling Points of Interconnect (SPOIs), satisfying an appropriate requirement for physical diversity.

**BellSouth Position:** Will provide signaling transmission paths at speeds in compliance with Bellcore standards. SPOI shall be mutually agreed, not designated by MCI. We believe we may have reached agreement in principle with BellSouth, however, we have not yet agreed on contractual language for this issue. Thus, we seek arbitration on this issue.

- 4.5 ILEC shall meet or exceed SS7 performance objectives as described in

Bellcore TR-905 section 7, MTP and SCCP performance as specified in ANSI.

**BellSouth Position:** As specified in Bellcore ANSI. We believe we may have reached agreement in principle with BellSouth, however, we have not yet agreed on contractual language for this issue. Thus, we seek arbitration on this issue.

- 4.6 Carriers shall have the option for Multi-frequency (MF) signaling, but only when either party does not have the technical capability to provide SS7 facilities.

**BellSouth Position:** We believe we may have reached agreement in principle with BellSouth, however, we have not yet agreed on contractual language for this issue. Thus, we seek arbitration on this issue.

- 4.7 Other Requirements:

- a. CIP (CIC within the SS7 call set-up signaling protocol) at no charge.

**BellSouth Position:** CIP is a chargeable feature at tariffed rates.

- b. All SS7 signaling parameters must be provided including Calling Party Number (CPN). All privacy indicators must be honored.

**BellSouth Position:** We believe we may have reached agreement in principle with BellSouth, however, we have not yet agreed on contractual language for this issue. Thus, we seek arbitration on this issue.

- c. Carriers must provide to one another signaling System 7 (SS7) trunking.  
 - GR-394 SS7 interconnect to IXCS  
 - GR 317 SS7 interconnection between ILEC/MCI switches.

**BellSouth Position:** We believe we may have reached agreement in principle with BellSouth, however, we have not yet agreed on contractual language for this issue. Thus, we seek arbitration on this issue.

- 4.8 Carriers must support intercompany 64kbps clear channel.

**BellSouth Position:** We believe we may have reached agreement in principle with BellSouth, however, we have not yet agreed on contractual language for this issue. Thus, we seek arbitration on this issue.

- 4.9 Carriers will cooperate in the exchange of TCAP messages to facilitate full inter-operability of SS7- based features between their respective networks, including all CLASS features and functions, to the extent each carrier offers such features and functions to its own end users.

**BellSouth Position:** We believe we may have reached agreement in principle with BellSouth, however, we have not yet agreed on contractual language for this issue. Thus, we seek arbitration on this issue.

- 4.10 Inter-network connection and protocol must be based on industry standards developed through a competitively neutral process, consistent with section 256 of the Federal Telecommunications Act of 1996, open to all companies for participation. All carriers must adhere to the standard.

**BellSouth Position:** We believe we may have reached agreement in principle with BellSouth, however, we have not yet agreed on contractual language for this issue. Thus, we seek arbitration on this issue.

- 4.11 The standards and ILEC developed requirements/specifications for the network-user interface must be compatible with the network-network interface.

**BellSouth Position:** We believe we may have reached agreement in principle with BellSouth, however, we have not yet agreed on contractual language for this issue. Thus, we seek arbitration on this issue.

**5.  
Compensation:**

**5.1 Exchange Access**

- 5.1.1 Exchange access must be priced at TSLRIC. This includes both switched and special access.

**BellSouth Position:** Disagree, not items to be regulated under the Act.

**5.2 Reciprocal Compensation**

- 5.2.1 See XIII. Reciprocal Compensation Arrangements for Local Exchange Traffic.

**BellSouth Position:** Not addresses in this section of term sheet.

- 5.2.2 There should be no charge for the provision of POI facilities.

**BellSouth Position:** We believe we may have reached agreement in principle with BellSouth, however, we have not yet agreed on contractual language for this issue. Thus, we seek arbitration on this issue.

- 5.2.3 The ILEC will absorb any Non Recurring Charges (NRCs) incurred by MCI as a result of network redesigns/reconfigurations initiated by the ILEC to its own network.

**BellSouth Position:** Providing MCI absorbs any NRCs incurred by BellSouth as a result of network redesigns/reconfigurations initiated by MCI to its own network. We believe we may have reached agreement in principle with BellSouth, however, we have not yet agreed on contractual language for this issue. Thus, we seek arbitration on this issue.

5.3 SS7 - SS7 links must be priced at TSLRIC

**BellSouth Position:** Reserved judgement until FCC has ruled.

5.4 Transit - Transit must be priced at TSLRIC

**BellSouth Position:** Reserved judgement until FCC has ruled

6. Business Processes

6.1 Order Processing:

6.1.1 The ILECs must establish dedicated carrier ordering centers, available 7 days a week, 24 hours a day.

**BellSouth Position:** Will accept orders but will not process orders 7x24. Will process orders in the same manner as access. Willing to revisit as demand requires. We believe we may have reached agreement in principle with BellSouth, however, we have not yet agreed on contractual language for this issue. Thus, we seek arbitration on this issue.

6.1.2 Standardized electronic interfaces for the exchange of ordering information must be made available using industry standard order formats and methods. Electronic bonding should be established to provide direct access to the ILEC order processing database

**BellSouth Position:** We believe we may have reached agreement in principle with BellSouth, however, we have not yet agreed on contractual language for this issue. Thus, we seek arbitration on this issue.

6.1.3 The ILEC is responsible for ordering facilities to terminate traffic to MCI. MCI will supply Firm Order Commitments (FOC) and Design Layout Reports (DLR) as described in 6.2.1.

**BellSouth Position:** We believe we may have reached agreement in principle with BellSouth, however, we have not yet agreed on contractual language for this issue. Thus, we seek arbitration on this issue.

6.1.4 When 2-way trunking is employed, the parties will select a mutually agreeable automated ordering process.

**BellSouth Position:** We believe we may have reached agreement in

principle with BellSouth, however, we have not yet agreed on contractual language for this issue. Thus, we seek arbitration on this issue.

## **6.2 Provisioning & Installation**

- 6.2.1 ILECs need to establish and adhere to competitive intervals for the delivery of FOCs, DLRs and facilities. Such intervals need to ensure that facilities are provisioned in timeframes and according to standards that meet or exceed those that the ILEC provides to itself for its own network and/or to end users. Intervals should not exceed 10 business days where facilities are available.

**BellSouth Position:** We believe we may have reached agreement in principle with BellSouth, however, we have not yet agreed on contractual language for this issue. Thus, we seek arbitration on this issue.

## **6.3 Trouble Resolution, Maintenance, Customer Care**

- 6.3.1 The ILECs must establish dedicated carrier service centers available 7 days a week, 24 hours a day.

**BellSouth Position:** We believe we may have reached agreement in principle with BellSouth, however, we have not yet agreed on contractual language for this issue. Thus, we seek arbitration on this issue.

- 6.3.2 Voice response units or similar technologies should be used to refer/transfer calls from customers to the proper carrier for action.

**BellSouth Position:** No VRU, difficulties exist in identifying who to transfer to.

- 6.3.3 MCI must have real time read and write access via an electronic interface to the ILEC's maintenance and trouble report systems including the following systems and/or functionality:

- Trouble reporting/dispatch capability - access must be real time
- Repair status/confirmations; maintenance/trouble report systems
- Planned/Unplanned outage reports

**BellSouth Position:** No electronic outage reporting, broadcast FAX solution being investigated.

- 6.3.4 Each carrier has the duty to alert the other(s) to any network events that can result or has resulted in service interruption, blocked calls, changes in network performance, on a real time basis

**BellSouth Position:** Is not on a real time basis. Will work

cooperatively to provide alerts to avoid network problems. We believe we may have reached agreement in principle with BellSouth, however, we have not yet agreed on contractual language for this issue. Thus, we seek arbitration on this issue.

- 6.3.5 Maintenance service options must be unbundled to permit the use of qualified third party contractors for maintenance/repair of interconnect facilities.

**BellSouth Position:** No, but would entertain premium maintenance options.

- 6.3.6 ILECs need to adopt multi-ILEC trouble management procedures developed by the Network Operations Forum (NOF) (See Appendix 3).

**BellSouth Position:** We believe we may have reached agreement in principle with BellSouth, however, we have not yet agreed on contractual language for this issue. Thus, we seek arbitration on this issue.

- 6.3.7 Escalation process - NOF (See Appendix 3 ).

**BellSouth Position:** We believe we may have reached agreement in principle with BellSouth, however, we have not yet agreed on contractual language for this issue. Thus, we seek arbitration on this issue.

- 6.3.8 Carriers must work cooperatively to plan and implement coordinated repair procedures for the local interconnection trunks and facilities to ensure trouble reports are resolved in a timely and appropriate manner.

**BellSouth Position:** We believe we may have reached agreement in principle with BellSouth, however, we have not yet agreed on contractual language for this issue. Thus, we seek arbitration on this issue.

- 6.3.9 Carriers will provide each other with a trouble reporting number that is readily accessible and available 24 hours a day, 7 days a week. In addition, carriers will provide each other test-line numbers and access to test lines.

**BellSouth Position:** Covered under ACAC escalation and trouble reporting procedures. We believe we may have reached agreement in principle with BellSouth, however, we have not yet agreed on contractual language for this issue. Thus, we seek arbitration on this issue.

- 6.3.10 Cooperative practices and processes for law enforcement and annoyance call handling must be specified.

**BellSouth Position:** We believe we may have reached agreement in

principle with BellSouth, however, we have not yet agreed on contractual language for this issue. Thus, we seek arbitration on this issue.

#### 6.4 Billing

- 6.4.1 ILECs and MCI agree to conform to MECAB and MECOD guidelines. They will exchange Billing Account Reference and Bill Account Cross Reference information and will coordinate Initial Billing Company/Subsequent Billing Company billing cycle.

**BellSouth Position:** We believe we may have reached agreement in principle with BellSouth, however, we have not yet agreed on contractual language for this issue. Thus, we seek arbitration on this issue.

- 6.4.2 Meet point billing arrangements should be made available to MCI as a CLEC on the same terms and conditions as made available to other independent LECs engaged in meet point billing arrangements with the ILEC. MCI requires multiple bill/single tariff arrangements to be implemented.

**BellSouth Position:** Excluding single billing. We believe we may have reached agreement in principle with BellSouth, however, we have not yet agreed on contractual language for this issue. Thus, we seek arbitration on this issue.

- 6.4.3 There should be no discrete development charges imposed on MCI for the establishment of meet point billing arrangements.

**BellSouth Position:** We believe we may have reached agreement in principle with BellSouth, however, we have not yet agreed on contractual language for this issue. Thus, we seek arbitration on this issue.

- 6.4.4 The ILEC will prepare and transmit Inward Terminating call records for the appropriate IXC to MCI

**BellSouth Position:** We believe we may have reached agreement in principle with BellSouth, however, we have not yet agreed on contractual language for this issue. Thus, we seek arbitration on this issue.

- 6.4.5 The ILEC will receive EMR summary records from MCI for Inward Terminating and Outward Originating calls for the appropriate IXC, and use these records to bill access charges to the IXC.

**BellSouth Position:** BellSouth will use existing MECAB and common minutes approach. We believe we may have reached agreement in principle with BellSouth, however, we have not yet agreed on contractual language for this issue. Thus, we seek arbitration on this issue.

- 6.4.6 The ILEC must agree to capture inward terminating call records and send them to MCI or their billing agent in a format to be advised by MCI.

**BellSouth Position:** We believe we may have reached agreement in principle with BellSouth, however, we have not yet agreed on contractual language for this issue. Thus, we seek arbitration on this issue.

- 6.4.7 MCI agrees to capture EMR summary records for Inward Terminating and outward originating calls and send them to ILEC in daily files via a media to be advised by MCI.

**BellSouth Position:** We believe we may have reached agreement in principle with BellSouth, however, we have not yet agreed on contractual language for this issue. Thus, we seek arbitration on this issue.

- 6.4.8 ILEC will provide MCI with IXC billing information for IXCs that transit ILEC tandem. Any IXC billing information provided by ILEC to MCI with respect to Meet Point Billing will be used solely for that purpose.

**BellSouth Position:** We believe we may have reached agreement in principle with BellSouth, however, we have not yet agreed on contractual language for this issue. Thus, we seek arbitration on this issue.

- 6.4.9 ILEC must agree to exchange test files to support implementation of meeting point billing prior to live bill production

**BellSouth Position:** We believe we may have reached agreement in principle with BellSouth, however, we have not yet agreed on contractual language for this issue. Thus, we seek arbitration on this issue.

- 6.4.10 When MCI owns the end-office, the ILEC will not bill the RIC to either MCI or the IXC.

**BellSouth Position:** We believe we may have reached agreement in principle with BellSouth, however, we have not yet agreed on contractual language for this issue. Thus, we seek arbitration on this issue.

- 6.4.11 The ILECs must indemnify MCI for any fraud due to network compromise (e.g., Clip-on, missing information digits, missing toll restriction, etc.).

**BellSouth Position:** Not a Meet Point Billing issue. Legal issue. It should be reciprocal. If reciprocal then, concur subject to interim agreement. We believe we may have reached agreement in principle



**7. Quality of Service**

with BellSouth, however, we have not yet agreed on contractual language for this issue. Thus, we seek arbitration on this issue.

- 7.1 Interconnection quality of service should be no less than that provided by the ILEC for its own services.

**BellSouth Position:** We believe we may have reached agreement in principle with BellSouth, however, we have not yet agreed on contractual language for this issue. Thus, we seek arbitration on this issue.

- 7.2 Both parties must agree to specified design objectives on local interconnection facilities. MCI's standard is P.01 in the busy day busy hour.

**BellSouth Position:** We believe we may have reached agreement in principle with BellSouth, however, we have not yet agreed on contractual language for this issue. Thus, we seek arbitration on this issue.

- 7.3 Interconnect circuit provision and restoration should take priority over any other non-emergency ILEC network requirement.

**BellSouth Position:** BellSouth will take a first-in first-out approach to provisioning restoration and maintenance of interconnection and interoffice trunks. We believe we may have reached agreement in principle with BellSouth, however, we have not yet agreed on contractual language for this issue. Thus, we seek arbitration on this issue.

- 7.4 ILEC should adhere to competitive intervals for installation of POIs and in no case should be longer than 60 calendar days

**BellSouth Position:** Where collocation previously exists and no modification necessary. Where new collocation or modification to existing collocation is needed, interval adheres to collocation time frame.

- 7.5 The parties must agree to a process for emergency, short-interval augmentations to account.

**BellSouth Position:** We believe we may have reached agreement in principle with BellSouth, however, we have not yet agreed on contractual language for this issue. Thus, we seek arbitration on this issue.

- 7.6 The companies must agree upon a mechanism for deal with breach of agreed quality-of-service standards.

**BellSouth Position:** We believe we may have reached agreement in

principle with BellSouth, however, we have not yet agreed on contractual language for this issue. Thus, we seek arbitration on this issue.

- 7.7 ILEC must provide maintenance services to MCI customers in a manner that is timely, consistent and at parity with the ILEC's customers. At a minimum, the quality of the leased elements should match that of the ILEC's own elements and in general conform to all applicable Bellcore and ANSI requirements specific to the type of service to be provided.

**BellSouth Position:** No applicable to interconnection.

## 8. Information

- 8.1 Completion confirmation must be provided to ensure that all necessary translation work is completed on newly installed facilities or augments.

**BellSouth Position:** To investigate

- 8.2 The ILEC must publish comparative data reporting ILEC vs. CLEC quality of service (average length of outages, percentage of call failures, etc.)

**BellSouth Position:** Data not currently available. No obligation to publish data. Reporting has not been defined.

- 8.3 The parties shall periodically exchange technical descriptions and forecasts of their interconnection and traffic requirements in sufficient detail to assure traffic completion to and from all customers within the appropriate calling areas.

**BellSouth Position:** We believe we may have reached agreement in principle with BellSouth, however, we have not yet agreed on contractual language for this issue. Thus, we seek arbitration on this issue.

- 8.4 ILEC must provide and update an electronic copy of their switch Network ID Database with complete list of feature/functions by switch, NPA/NXXs, bus/res counts and identification, rate centers, etc.

**BellSouth Position:** Except bus/res counts that are not publicly available and not currently captured. We believe we may have reached agreement in principle with BellSouth, however, we have not yet agreed on contractual language for this issue. Thus, we seek arbitration on this issue.

(See Appendix 5 for Interconnect Architecture and Trunking Topology Diagrams)

## II. NON-DISCRIMINATORY ACCESS TO NETWORK ELEMENTS

**DEFINITION:** *ILEC must offer to any requesting telecommunications carrier unbundled access to all physical and logical network elements at any technically feasible point without restriction as to how they are combined with each other or with components supplied by the requesting telecommunications carrier to provide a telecommunications service.*

- REQUIREMENTS**
1. Unbundled Element List
  2. General Requirements
  3. Compensation
  4. Quality of Service
  5. Information
  6. Business Processes
    - 6.1 Order Processing
    - 6.2 Provisioning and Installation
    - 6.3 Trouble Resolution, Maintenance and Customer Care
    - 6.4 Billing

Business Area	Requirement
1. Unbundled Element List	<p>1.1 <b>LOCAL LOOP</b> (detailed in section IV), composed of the following elements which can be purchased separately:            Network Interface Device/Unit</p> <p><b>BellSouth Position:</b> Not feasible due to grounding problems.</p> <p>Loop Distribution</p> <p><b>BellSouth Position:</b> Not feasible when provided over IDLC.</p> <p>Digital Loop Carrier/analog cross connect</p> <p><b>BellSouth Position:</b> Not feasible when provided over IDLC.</p> <p>Loop Feeder</p> <p><b>BellSouth Position:</b> Not feasible when provided over IDLC.</p> <p>1.2 <b>LOCAL SWITCHING</b> (detailed in section VI) composed of the following rate elements:            Line Port            Trunk Port            Switch Capacity including Signaling/Database required to create or bill call path</p> <p><b>BellSouth Position:</b> Not technically feasible as defined by MCI.</p> <p>1.3 <b>TANDEM/TRANSIT SWITCHING</b>            The establishment of a temporary path between two switching offices through a third (tandem) switch.</p>

**BellSouth Position:** We believe we may have reached agreement in principle with BellSouth, however, we have not yet agreed on contractual language for this issue. Thus, we seek arbitration on this issue.

**1.4 ANCILLARY SERVICES** (detailed in sections VII and VIII)

Operator Service

DA

911

**BellSouth Position:** We believe we may have reached agreement in principle with BellSouth, however, we have not yet agreed on contractual language for this issue. Thus, we seek arbitration on this issue.

**1.5 TRANSPORT** (detailed in section V)

Dedicated Interoffice Trunks, with and without electronics,

Common Interoffice Trunks

Multiplexing/Digital Cross Connect

**BellSouth Position:** Will provide only "with" electronics.

**1.6 DATA SWITCHING**

An element that provides data services (e.g., frame relay or ATM) switching functionality.

**BellSouth Position:** We believe we may have reached agreement in principle with BellSouth, however, we have not yet agreed on contractual language for this issue. Thus, we seek arbitration on this issue.

**1.7 INTELLIGENT NETWORK and ADVANCED INTELLIGENT NETWORK** (detailed in section I and X)

**BellSouth Position:** Non-mediated access will not be provided.

**2. General Requirements**

**2.1** Any telecommunications carrier must have nondiscriminatory access to the unbundled ILEC network elements, and their functional components, used in any ILEC products or service including:

Grandfathered products and services

Tariffed and non-tariffed products and services

Existing products and services e.g. expanded interconnection, or physical collocation, must be unbundled into placement cage and fiber route components

Enhanced products and services e.g. ADSL, BDSL, ISDN, BISDN services

Future products and services e.g. ATM services using non-E.164

**BellSouth Position:** As to existing products and services however, withhold

decision on future products and services. We believe we may have reached agreement in principle with BellSouth, however, we have not yet agreed on contractual language for this issue. Thus, we seek arbitration on this issue.

2.2 Carrier access must not be restricted:

ILEC should not take any steps to construct the network in such a way that prevents access to network elements. The ILEC should work to facilitate access to network elements.

**BellSouth Position:** We believe we may have reached agreement in principle with BellSouth, however, we have not yet agreed on contractual language for this issue. Thus, we seek arbitration on this issue.

Artificial restrictions on use of components to be eliminated. e.g. No restrictions on the carrier's selection of equipment to deploy in the placement cage. No restrictions on the type of traffic that the carrier provides using the components.

**BellSouth Position:** "Artificial" not intended to include technical or legal restrictions. Unbundled elements can be used for all traffic only to the extent allowed by law. We believe we may have reached agreement in principle with BellSouth, however, we have not yet agreed on contractual language for this issue. Thus, we seek arbitration on this issue.

Components be combined without restriction. e.g. The carrier installs selected equipment in a placement cage at an ILEC central office and terminates ILEC unbundled loops into that cage. The carrier purchases ILEC or CAP transport to extend the unbundled loops back to its switching network.

**BellSouth Position:** Cannot combine unbundled loop and port.

2.3 Carrier must be at parity with the ILEC (or its affiliates) in provision of unbundled elements. This must at a minimum include:

Switch features at parity  
Treatment during overflow/congestion conditions at parity  
Equipment/interface protection at parity  
Power redundancy at parity  
Sufficient spare facilities to ensure provisioning, repair, performance, and availability at parity  
Standard interfaces  
Real time control over switch traffic parameters.  
Real time access to integrated test functionality.  
Real time access to performance monitoring and alarm data affecting MCI network.

**BellSouth Position:** As long as real time access is through the EC gateway. We believe we may have reached agreement in principle with BellSouth, however, we have not yet agreed on contractual language for this issue. Thus, we seek arbitration on this issue.

3. Compensation

- 2.4 ILECs must implement open Physical and Logical interconnection points to fully unbundle their AIN/TN network (See Section X Part 6.0).

**BellSouth Position:** Addressed in Section X of Term Sheet.

- 3.1 All unbundled network elements and their unbundled functional components must be priced at TSLRIC

*Example: transport services not priced at current special access transport rates*

**BellSouth Position:** Disagree

- 3.2 ILEC pricing must reflect the full imputation of all costs of the factors of production utilized in providing any given service.

**BellSouth Position:** Will comply with whatever is required by law.

- 3.3 Ability to purchase any equipment from ILEC at prices that reflect their costs.

**BellSouth Position:** Not in equipment sale business.

4. Quality of Service

- 4.1 The companies must agree on a mechanism for dealing with breaches of agreed quality-of-service standards

**BellSouth Position:** We believe we may have reached agreement in principle with BellSouth, however, we have not yet agreed on contractual language for this issue. Thus, we seek arbitration on this issue.

- 4.2 Provisioning support 7 days a week, 24 hours a day

**BellSouth Position:** Not available for all elements but can be negotiated for those elements that make sense (i.e. loops).

- 4.3 Any new electronic interface must have no negative impact on existing interfaces MCI or other carriers have with the ILEC today for traditional services.

**BellSouth Position:** We believe we may have reached agreement in principle with BellSouth, however, we have not yet agreed on contractual language for this issue. Thus, we seek arbitration on this issue.

- 4.4 Intervals and level of service no less than tariff or, if it is higher, no less than currently being performed by the ILEC for its own customers or for other carriers, whichever is higher.

**BellSouth Position:** We believe we may have reached agreement in principle with BellSouth, however, we have not yet agreed on contractual language for this issue. Thus, we seek arbitration on this issue.

- 4.5 Negotiated performance metrics with the ILEC. Results to be reviewed quarterly or on an as needed basis.

**BellSouth Position:** We believe we may have reached agreement in principle with BellSouth, however, we have not yet agreed on contractual language for this issue. Thus, we seek arbitration on this issue.

- 4.6 The ability to determine customer's existing service and feature configuration by access to the appropriate database with the appropriate authorization.

**BellSouth Position:** LOA must be provided by MCI when customer information is requested. Information will be provided in paper form. Electronic availability will be researched. We believe we may have reached agreement in principle with BellSouth, however, we have not yet agreed on contractual language for this issue. Thus, we seek arbitration on this issue.

- 4.7 ILEC must provide maintenance services on Unbundled Elements provisioned to MCI in a manner that is timely, consistent and at parity with the ILEC's customers. At a minimum, the quality of the leased elements should match that of the ILEC's own elements and in general conform to all applicable Bellcore and ANSI requirements specific to the type of service to be/being provided.

**BellSouth Position:** We believe we may have reached agreement in principle with BellSouth, however, we have not yet agreed on contractual language for this issue. Thus, we seek arbitration on this issue.

- 4.8 The ILEC must develop a formal process to track, analyze and continuously improve service levels.

**BellSouth Position:** Willing to work cooperatively to develop the process, though may not be willing to make too "formal". We believe we may have reached agreement in principle with BellSouth, however, we have not yet agreed on contractual language for this issue. Thus, we seek arbitration on this issue.

## 5. Information

- 5.1 Identification and description of all elements related to providing service

**BellSouth Position:** We believe we may have reached agreement in principle with BellSouth, however, we have not yet agreed on contractual language for this issue. Thus, we seek arbitration on this issue.

- 5.2 A list/description of all services and features available down to street address detail, including: Type of Class 5 Switch by CLLI, line features availability by LSO, and service and capacity availability by LSO. MCI further requires a complete layout of the data elements that will be required to provision all such services and features.

**BellSouth Position:** We believe we may have reached agreement in principle with BellSouth, however, we have not yet agreed on contractual language for this issue. Thus, we seek arbitration on this issue.

- 5.3 Detailed description of the criteria and process used for handling facility and power outages on an agreed upon severity and priority basis.

**BellSouth Position:** Willing to work cooperatively at the operational level to achieve this objective. We believe we may have reached agreement in principle with BellSouth, however, we have not yet agreed on contractual language for this issue. Thus, we seek arbitration on this issue.

- 5.4 The ILEC must provide an initial electronic copy and a hard copy of the service address guide (SAG), or its equivalent, on a going forward basis. Updates are expected as changes are made to the SAG.

**BellSouth Position:** Will provide electronic copy but no hard copy. We believe we may have reached agreement in principle with BellSouth, however, we have not yet agreed on contractual language for this issue. Thus, we seek arbitration on this issue.

- 5.5 The ILEC to provide engineering information on all unbundled elements/combinations used for data, private line, foreign exchange, voice, etc. This would include the information that would normally be provided on records such as the detailed design layout records for loops and circuits.

**BellSouth Position:** Only if it is a designed circuit and available today.

- 5.6 Parity with the ILEC regarding knowledge of any engineering changes associated with the incumbent's network elements and deployment of new technologies.

**BellSouth Position:** Will provide notification of engineering changes within a reasonable amount of time. We believe we may have reached agreement in principle with BellSouth, however, we have not yet agreed on contractual language for this issue. Thus, we seek arbitration on this issue.

## 6. Business Processes

### 6.1 Order Processing

- 6.1.1 A real-time Electronic Communication interface to the ILEC for ordering and provisioning. (i.e. Electronic Access to SAG or its equivalent)

**BellSouth Position:** Some systems are still under development. "Exact" will be main interface, except those elements that are not "access-like," which will use EDI (or similar interface). We believe we may have reached agreement in principle with BellSouth, however, we have not yet agreed on contractual language for this issue. Thus, we seek arbitration on this issue.

- 6.1.2 The ability to order any defined element using agreed upon ordering/provisioning codes and have those codes flow through for billing.

**BellSouth Position:** However, some codes have not been established yet by OBF. We believe we may have reached agreement in principle with BellSouth, however, we have not yet agreed on contractual language for this issue. Thus, we seek arbitration on this issue.



- 6.1.3 Although MCI shall purchase the Unbundled Local Switching (ULS) element by committing to a minimum amount of line port, trunk ports and switch capacity on an end office by end office basis, business processes must be in place to allow that capacity to be utilized by individual customers, in combination with other network elements.

**BellSouth Position:** Not technically feasible.

- 6.1.4 Particular combinations of elements, hereafter referred to as combinations, identified and described by MCI can be ordered and provisioned as combinations, and not require the enumeration of each element within that combination on each provisioning order. When MCI removes or replaces one element of a combination they must not be required to reorder the remaining elements of the combination over again.

**BellSouth Position:** Will be developed if demand warrants. We believe we may have reached agreement in principle with BellSouth, however, we have not yet agreed on contractual language for this issue. Thus, we seek arbitration on this issue.

- 6.1.5 Appropriate ordering/provisioning codes must be established for each identified combination.

**BellSouth Position:** We believe we may have reached agreement in principle with BellSouth, however, we have not yet agreed on contractual language for this issue. Thus, we seek arbitration on this issue.

- 6.1.6 When combinations are ordered where the elements are currently interconnected and functional, those elements must remain interconnected and functional.

**BellSouth Position:** Only where BellSouth deems technically feasible. IDLC make it impossible to provision a loop over the same feeder element. BellSouth does not intend to artificially create work.

- 6.1.7 When purchasing switching capabilities, until such time as numbering is administered by a third party, MCI requires the ability to obtain telephone numbers on-line from the ILEC, and to assign these numbers with MCI customer on-line. This includes vanity numbers. Reservation and aging of numbers remain the responsibility of the ILEC.

**BellSouth Position:** Not currently available on-line. To be developed. We believe we may have reached agreement in principle with BellSouth, however, we have not yet agreed on contractual language for this issue. Thus, we seek arbitration on this issue.

- 6.1.8 When purchasing switching capabilities, MCI requires the ability to order all available features on that switch. (e.g., call blocking of 800, 900, 976, 700 calls by line or trunk on an individual service basis).

**BellSouth Position:** All currently offered features will be made available for

ordering.

- 6.1.9 The ability to have the ILEC end office AIN triggers initiated via a service order from MCI.

**BellSouth Position:** Unclear as to request.

- 6.1.10 MCI and the ILEC must negotiate a standard service order/disconnect order format.

**BellSouth Position:** Will use ASR format and will conform to OBF standards when finalized. We believe we may have reached agreement in principle with BellSouth, however, we have not yet agreed on contractual language for this issue. Thus, we seek arbitration on this issue.

- 6.1.11 When necessary, MCI requires the "real time" ability to schedule installation appointments with the customer on-line and access to the ILEC's schedule availability.

**BellSouth Position:** System development work is needed. We believe we may have reached agreement in principle with BellSouth, however, we have not yet agreed on contractual language for this issue. Thus, we seek arbitration on this issue.

- 6.1.12 "Real-time" response for: Firm order confirmation, due date availability/scheduling, dispatch required or not, identify line option availability by LSO (such as Digital Copper, Copper Analog, ISDN, etc.), completion with all service order and time and cost related fees, rejections/errors on service order data element(s), jeopardizes against the due date, missed appointments, additional order charges (construction charges), order status, validate street address detail, and electronic notification of the local line options that were provisioned, at the time of order completion, by the ILEC for all MCI local customers. This applies to all types of service orders and all elements.

**BellSouth Position:** Not currently available. Will require individual LOA for CSR during order, otherwise, basically the same process as access.

- 6.1.13 The ILEC to notify MCI if a customer requests changes to their service at the time of installation. Specific scenarios and a process to handle changes will be required.

**BellSouth Position:** Will call MCI if customer request changes to their service during installation.

- 6.1.14 Expedite and escalation processes for ordering and provisioning.

**BellSouth Position:** We believe we may have reached agreement in principle with BellSouth, however, we have not yet agreed on contractual language for this issue. Thus, we seek arbitration on this issue.

- 6.1.15 MCI requires a process to expedite an order on a customers behalf.

**BellSouth Position:** We believe we may have reached agreement in principle with BellSouth, however, we have not yet agreed on contractual language for this issue. Thus, we seek arbitration on this issue.

## 6.2 Provisioning and Installation

- 6.2.1 The ILEC to provide all test and turn-up procedures and to provide all testing in support of the unbundled elements/combinations/services ordered by MCI. Testing and turn-up should be product specific and tailored to what is being ordered and how it will be used.

**BellSouth Position:** SMEs will walk MCI through the details of procedures.

- 6.2.2 The ILEC to notify MCI prior to disconnect of any MCI unbundled element/combination/service.

**BellSouth Position:** Industry issue that needs to be resolved.

- 6.2.3 All notices, invoices, and documentation provided to the customer at the customer's premises by the ILEC's field personnel be branded MCI.

**BellSouth Position:** Will only provide unbranded notifications, invoices and documentation.

- 6.2.4 The ability to test or have the ILEC test all elements/combinations.

**BellSouth Position:** We believe we may have reached agreement in principle with BellSouth, however, we have not yet agreed on contractual language for this issue. Thus, we seek arbitration on this issue.

## 6.3 Trouble Resolution, Maintenance and Customer Care:

- 6.3.1 A real-time automated industry standard electronic interface (EBI) to perform the following functions:

Trouble Entry

Obtain Trouble Report Status

Obtain Estimated Time To Repair (ETTR) and ILEC Ticket Number

Trouble Escalation

Network Surveillance- Performance Monitoring (i.e., proactive notification of "auto detects" on network outages from the local supplier)

**BellSouth Position:** Batch, EDI will be provided. We believe we may have reached agreement in principle with BellSouth, however, we have not yet agreed on contractual language for this issue. Thus, we seek arbitration on this issue.

- 6.3.2 A process for the management of misdirected service calls must be developed

**BellSouth Position:** We believe we may have reached agreement in principle with BellSouth, however, we have not yet agreed on contractual language for this issue. Thus, we seek arbitration on this issue.

- 6.3.3 A jointly developed process with the ILEC to conduct Busy Line Verification (BLV) and Emergency Interrupt.

**BellSouth Position:** Already available under existing tariffs. We believe we may have reached agreement in principle with BellSouth, however, we have not yet agreed on contractual language for this issue. Thus, we seek arbitration on this issue.

- 6.3.4 ILEC establish and staff a Maintenance Center to act as MCI's single point of contact (SPOC) for all maintenance functions and should operate on a 24 hour day, 7 days a week basis.

**BellSouth Position:** We believe we may have reached agreement in principle with BellSouth, however, we have not yet agreed on contractual language for this issue. Thus, we seek arbitration on this issue.

- 6.3.5 All trouble shooting will be performed by the ILEC and the ILEC will be responsible for the reported trouble until turned back to MCI.

**BellSouth Position:** We believe we may have reached agreement in principle with BellSouth, however, we have not yet agreed on contractual language for this issue. Thus, we seek arbitration on this issue.

- 6.3.6 An escalation process for resolving maintenance troubles.

**BellSouth Position:** We believe we may have reached agreement in principle with BellSouth, however, we have not yet agreed on contractual language for this issue. Thus, we seek arbitration on this issue.

- 6.3.7 The ILEC must perform a Mechanized Loop Test (Quick Test) at the request of MCI while MCI is on line.

**BellSouth Position:** Only applicable to ULS. We believe we may have reached agreement in principle with BellSouth, however, we have not yet agreed on contractual language for this issue. Thus, we seek arbitration on this issue.

- 6.3.8 The ILEC to provide progress status reports so that MCI will be able to provide end user customers with detailed information and an estimated time to repair (ETTR).

The ILEC will close all trouble reports with MCI. MCI will close all trouble reports with the end user. MCI's outside technicians will clear troubles to the network interface and provide callback from the fault location to MCI.

**BellSouth Position:** We believe we may have reached agreement in principle with BellSouth, however, we have not yet agreed on contractual language for this issue. Thus, we seek arbitration on this issue.

- 6.3.9 Maintenance charges (time and materials, by customer, per event) must be provided verbally at ticket close out. The ILEC will use an MCI branded form that will be signed by the customer, capturing all maintenance and

service charges incurred by the customer and forwarded or faxed to the MCI work center by the end of the day when the repair is completed.

**BellSouth Position:** Disagree

- 6.3.10 Pre-screening of any ILEC activities that will incur charges to MCI. This includes authorization by MCI if a dispatch is required to the customer premises as well as verification of actual work completed.

**BellSouth Position:** We believe we may have reached agreement in principle with BellSouth, however, we have not yet agreed on contractual language for this issue. Thus, we seek arbitration on this issue.

- 6.3.11 All ALIT/SLIT (Auto / Subscriber Line Tests) tests performed on MCI customers' lines that result in a failure must be reported to MCI.

**BellSouth Position:** We believe we may have reached agreement in principle with BellSouth, however, we have not yet agreed on contractual language for this issue. Thus, we seek arbitration on this issue.

- 6.3.12 MCI branded, or at a minimum a non branded, customer-not-at-home card be left at the customers premises when an MCI customer is not at home for an appointment.

**BellSouth Position:** We believe we may have reached agreement in principle with BellSouth, however, we have not yet agreed on contractual language for this issue. Thus, we seek arbitration on this issue.

- 6.3.13 MCI will coordinate dispatches to the customer premises. This includes re-dispatches for customer not-at-home.

**BellSouth Position:** We believe we may have reached agreement in principle with BellSouth, however, we have not yet agreed on contractual language for this issue. Thus, we seek arbitration on this issue.

- 6.3.14 The ILEC will ensure that all applicable alarm systems that support MCI customers are operational and the supporting databases are accurate so that equipment that is in alarm will be properly identified. The ILEC will respond to MCI customer alarms consistent with how and when they respond to alarms for their own customers.

**BellSouth Position:** We believe we may have reached agreement in principle with BellSouth, however, we have not yet agreed on contractual language for this issue. Thus, we seek arbitration on this issue.

- 6.3.15 Individual Emergency Restoration and Disaster Recovery Plans be developed. The Plans should outline methods for the restoration of each central office in the local network provider territory as well as contain site specific restoration alternatives which could be implemented based on the magnitude of the disaster. Each plan should incorporate at a minimum the following elements:

**BellSouth Position:** SMEs will walk MCI through plans and methods.

6.3.16 ILEC Single Point of Contact (SPOC)

Responsible for notification of MCI work center

Responsible for the initiation of the ILEC's restoration plan

Responsible for status and problem resolution during the entire restoration process

**BellSouth Position:** SMEs will walk MCI through plans and methods.

6.3.17 Restoration Equipment Dispatch Plan

Documented procedure on how the equipment will be dispatched to restoration site

Estimated maximum time for the restoration equipment to arrive on site

**BellSouth Position:** SMEs will walk MCI through plans and methods.

6.3.18 Prior notification, with the option to influence the decision (time frame - TBD), of any scheduled maintenance activity performed by the local supplier that may be service affecting to MCI local customers (i.e., cable throws, power tests, etc.).

**BellSouth Position:** We believe we may have reached agreement in principle with BellSouth, however, we have not yet agreed on contractual language for this issue. Thus, we seek arbitration on this issue.

**6.4 Billing:**

6.4.1 Invoices must be presented in a Carrier Access Billing Systems (CABS) format in order to facilitate standard industry auditing practices.

**BellSouth Position:** CABS for Access like services, Paper CRIS bills for other.

6.4.2 MCI and the ILEC agreement on the flow and format of CARE records for correct provisioning and billing to IXCS.

**BellSouth Position:** In compliance with OBF standards. We believe we may have reached agreement in principle with BellSouth, however, we have not yet agreed on contractual language for this issue. Thus, we seek arbitration on this issue.

(See Appendix 4 for diagrams of Unbundled Elements)

### III. NON-DISCRIMINATORY ACCESS TO POLES, DUCTS, CONDUITS, RIGHT-OF-WAY

**DEFINITION:** *Poles, ducts, conduits, and right of way refer to all the physical facilities and legal rights needed for access to pathways across public and private property to reach customers. These include poles, pole attachments, ducts, conduits, entrance facilities, equipment rooms, remote terminals, cable vault, telephone closets, rights of way, or any other inputs needed to create pathways to complete telephone local exchange and toll traffic. These pathways may run over, under, or across or through streets, traverse private property, or enter multi-unit buildings.*

- REQUIREMENTS**
1. Access
  2. Compensation
  3. Information
  4. Quality of Service
  5. Business Processes

Business Area	Requirement
1. Access	<p>1.1 ILEC must provide any telecommunications carrier requesting access with equal and non-discriminatory competitively neutral access to, without limitation, any pole, pole attachment, duct, conduit, entrance facilities, equipment rooms, remote terminals, cable vaults, telephone closets, ROW, and any other pathways on terms and conditions equal to that obtained by the ILEC. Other users of these facilities cannot interfere with the availability or use of these facilities by MCI.</p> <p><b>BellSouth Position:</b> Only when owned by BellSouth. Without limitation too broad. Five year forecast used to determine space availability. BellSouth cannot police other users of these facilities.</p> <p>1.2 ILEC must provide access to building entrance conduits (including all Building Entrance Links equipment spaces, conduits and risers) to reach customers</p> <p><b>BellSouth Position:</b> Only when owned by BellSouth. Without limitation too broad. Five year forecast used to determine space availability. BellSouth cannot police other users of these facilities.</p> <p>1.3 ILEC must provide MCI access to the unbundled network interface device</p> <p><b>BellSouth Position:</b> Cannot be disconnected from the NID and still meet power code (loose not grounded).</p> <p>1.4 Any ILEC having equipment on, over, under, across or through public or private property must permit the use of such equipment by any other telecommunications carrier on an equal and non-discriminatory basis.</p> <p><b>BellSouth Position:</b> We believe we may have reached agreement in principle with BellSouth, however, we have not yet agreed on contractual language for this issue. Thus, we seek arbitration on this</p>

issue.

- 1.5 Any authorization to attach to poles, overloading requirements, or modifications to the conduit system or other pathways to allow access to and egress from the system shall not be hindered, restricted or unreasonably withheld or delayed. Such access and use shall be on terms and conditions identical to those the ILEC provides to itself and its affiliates for the provision of exchange, exchange access and interexchange services.

**BellSouth Position:** Over lashing only allowed to BellSouth cable. Access shall be escorted. We believe we may have reached agreement in principle with BellSouth, however, we have not yet agreed on contractual language for this issue. Thus, we seek arbitration on this issue.

- 1.6 ILEC should agree to take no action to interfere with or attempt to delay, the granting of permits to MCI for (1) use of public ROWs and (2) access to private premises from property owners.

**BellSouth Position:** Unless it adversely impacts existing BellSouth arrangements.

- 1.7 The ILEC must provide a requesting carrier access to pole, duct and conduit capacity currently available or that can be made available.

**BellSouth Position:** We believe we may have reached agreement in principle with BellSouth, however, we have not yet agreed on contractual language for this issue. Thus, we seek arbitration on this issue.

## 2. Compensation

- 2.1 This paragraph deleted or moved.

- 2.2 Any costs for improvements to/expansions of poles, etc. should be prorated on a non-discriminatory and neutral basis among and all users of the facility.

**BellSouth Position:** Legal issue that needs to be resolved as to intent of the Act.

- 2.3 No application fees should apply.

**BellSouth Position:** See interim agreement.

- 2.4 Fees must be fixed for term of contract.

**BellSouth Position:** We believe we may have reached agreement in principle with BellSouth, however, we have not yet agreed on contractual language for this issue. Thus, we seek arbitration on this issue.

- 2.5 Charges shall be consistent with the provisions in the act.

**BellSouth Position:** We believe we may have reached agreement in



**3. Information**

principle with BellSouth, however, we have not yet agreed on contractual language for this issue. Thus, we seek arbitration on this issue.

- 3.1 ILEC must provide routine notification of changes to poles, conduits, ROW.

**BellSouth Position:** Only when it impacts MCI facilities. We believe we may have reached agreement in principle with BellSouth, however, we have not yet agreed on contractual language for this issue. Thus, we seek arbitration on this issue.

- 3.2 ILEC must provide timely and open access to current pole-line prints, conduit prints, and make available maps of conduit and manhole locations, and allow manhole/conduit break-outs, and audits to confirm usability.

**BellSouth Position:** We believe we may have reached agreement in principle with BellSouth, however, we have not yet agreed on contractual language for this issue. Thus, we seek arbitration on this issue.

- 3.3 ILEC must provide regular report on the capacity status and planned increase in capacity of each of these access channels to facilitate construction planning.

**BellSouth Position:** Only upon demand, not routine.

- 3.4 The ILEC must provide information on the location of, and the availability to access conduit, poles, etc., to any telecommunications carrier requesting such information, within 10 working days after the request.

**BellSouth Position:** Will commit to within 20 days.

- 3.5 The ILEC must not provide information to itself or its affiliates sooner than it provides to other telecommunication carriers.

**BellSouth Position:** Will provide information within reasonable timeframe.

**4. Quality of Service**

- 4.1 The companies must agree on a mechanism for dealing with breaches of agreed quality-of-service standards.

**BellSouth Position:** We believe we may have reached agreement in principle with BellSouth, however, we have not yet agreed on contractual language for this issue. Thus, we seek arbitration on this issue.

**5. Business Processes**

- 5.1 Processes should be non-discriminatory and competitively neutral. For example, Firm Order Commitments (FOCs) should be completed in the order in which they are received. FOCs should be required from the

ILEC itself as they are from the CLEC.

**BellSouth Position:** We believe we may have reached agreement in principle with BellSouth, however, we have not yet agreed on contractual language for this issue. Thus, we seek arbitration on this issue.

- 5.2 Following provision by the ILEC of the information referred to in 3.4 above, ILEC must provide capacity within 30 days of receipt of a committed order from MCI.

**BellSouth Position:** Work to be performed in an expedient and non-discriminatory manner.

## IV. UNBUNDLED LOCAL LOOPS

**DEFINITION:** *The transmission path, or any segment of such transmission path, which provides the connection between an end user's premises and the main distributing or other designated frame within the central office serving the end user. It does not include the end user's inside wiring, nor does it include switching facilities. Unbundled loops must be available to support Voice Grade subscriber services, as well as services (such as ISDN) that require that facilities be free of intrusive devices such as loop coils or bridge taps. Loop facilities at DSO, DSI, E1 and DS3 levels must also be made available*

- REQUIREMENTS**
1. Unbundled Local Loop Elements
    2. General Requirements
    3. Compensation
    4. Business Processes
      - 4.1 Order Processing
      - 4.2 Provisioning and Installation
      - 4.3 Trouble Resolution, Maintenance and Customer Care
      - 4.4 Billing
    5. Quality of Service
    6. Information

Business Area	Requirement
1. Unbundled Local Loop Elements	The following elements, can be purchased separately.
	<p><b>1.1 Network Interface Device/Unit:</b></p> <p>The point of demarcation between the end user's inside wiring and the Unbundled Loop.</p> <p><b>BellSouth Position:</b> Cannot be disconnected from the NID and still meet power code (loop not grounded).</p> <p><b>1.2 Loop Distribution:</b></p> <p>The portion of the outside plant cable from the network interface (NI) or building entrance terminal (BET) at the customer's premise to the terminal block appearance on the distribution side of a feeder distribution interface (FDI). In case there is a distribution closure near the customer's premise, loop distribution consists of the drop between the distribution closure and the customer's NI and the twisted pair from the closure to the terminal block in the FDI. For a hybrid fiber-coax (HFC) application with a multi-line network interface unit (NIU) near the customer's premise, loop distribution consists of the outside plant cable connection for telephony that runs from the NIU to the NI/BET at the customer's premise (single line NIUs are typically mounted on the outside wall, similar to the NI). Wireless technology may also be used to support all, or segments of, the local loop. Transceiver equipment may be located at the customer premises, distribution enclosure or FDI to</p>

provide wireless links. Typically, loop distribution is copper twisted pair, but can also be coax or fiber, or a combination of these.

**BellSouth Position:** Systems require upgrading to break loop. Otherwise conceptuality okay. We believe we may have reached agreement in principle with BellSouth, however, we have not yet agreed on contractual language for this issue. Thus, we seek arbitration on this issue.

### 1.3 Digital Loop Carrier/Analog Cross Connect

The equipment used to assign and connect multiple incoming Loop Distribution elements to an equal or smaller number of Loop Feeder channels. When the number of Loop Feeder channels is smaller than the number of loop distribution channels, the process is referred to as concentration.

**BellSouth Position:** We believe we may have reached agreement in principle with BellSouth, however, we have not yet agreed on contractual language for this issue. Thus, we seek arbitration on this issue.

### 1.4 Loop Feeder:

The Loop Feeder is the physical facility (copper, coax, fiber, wireless or any combination) between the digital loop carrier or FDI, in the case of twisted pair, and the main distributing or other designated frame within the central office or similar environment (e.g., closets in the case of remote sites, or head end in the case of HFC).

**BellSouth Position:** We believe we may have reached agreement in principle with BellSouth, however, we have not yet agreed on contractual language for this issue. Thus, we seek arbitration on this issue.

## 2. General Requirements

### 2.1 Unbundled loops available throughout the ILEC territory.

**BellSouth Position:** We believe we may have reached agreement in principle with BellSouth, however, we have not yet agreed on contractual language for this issue. Thus, we seek arbitration on this issue.

### 2.2 Unbundling of feeder from distribution with distribution loops made available at any MCI specified network interface point located within a 500 foot radius of the ILEC loop/feeder aggregation point.

**BellSouth Position:** We believe we may have reached agreement in principle with BellSouth, however, we have not yet agreed on contractual language for this issue. Thus, we seek arbitration on this issue.

### 2.3 Interoffice transport to connect unbundled loops to the CLECs switch must be available throughout the ILEC's territory.

**BellSouth Position:** We believe we may have reached agreement in

principle with BellSouth, however, we have not yet agreed on contractual language for this issue. Thus, we seek arbitration on this issue.

2.4 ILEC may not measure traffic that traverses the unbundled loop.

**BellSouth Position:** We believe we may have reached agreement in principle with BellSouth, however, we have not yet agreed on contractual language for this issue. Thus, we seek arbitration on this issue.

2.5 There must be efficient means of connecting unbundled loops to MCI network. Specifically, this means:

**Equipment placement.** The ability for MCI to place DLC or other equipment of its choice without restriction in the ILEC wire center, without need for Collocation. The ILEC must supply (at TSLRIC) any cabling or related facilities required to connect the placement equipment to the loop distribution element.

**Loop transport.** MCI should have the option of purchasing ILEC unbundled transport (at any transmission level) between placed equipment and MCI network.

**BellSouth Position:** TSLRIC reference must be removed and addressed in compensation Section. We believe we may have reached agreement in principle with BellSouth, however, we have not yet agreed on contractual language for this issue. Thus, we seek arbitration on this issue.

2.6 ILEC network design and implementation must be consistent with accepted industry standards and practices.

**BellSouth Position:** We believe we may have reached agreement in principle with BellSouth, however, we have not yet agreed on contractual language for this issue. Thus, we seek arbitration on this issue.

3.  
Compensation

3.1 Unbundled loops and components must be priced at TSLRIC.

**BellSouth Position:** Not priced at TSLRIC.

3.2 Cost based term and volume discounts must be offered, including discounts that are aggregated across unbundled local loops and resold retail services. In the event a carrier does not meet their volume commitment, their discount should be calculated retroactively using the tier in which their performance falls. Take or Pay penalties are unacceptable.

**BellSouth Position:** No plans to offer volume and term discounts in near term. Willing to revisit in future when market dynamics are more clear.

- 3.3 Volume/Revenue commitments, if any, for resale services shall either directly, or indirectly, be relieved through the purchase of Unbundled Loops. Furthermore, such commitments shall always include the entire service area of the ILEC.

**BellSouth Position:** No plans to offer volume and term discounts in near term. Willing to revisit in future when market dynamics are more clear.

#### 4. Business Process

##### 4.1 Order Processing

- 4.1.1 Fully mechanized, in a form substantially similar to that currently used for the ordering of special access services. Automated interfaces shall be provided into a centralized operations support systems data base for determining service availability on loops (e.g. ISDN), confirmation of order acceptance and ongoing order status. Letters of agency shall not be required to initiate an order. Also, Unbundled Loops converted from another CLEC shall not require a disconnect order from the other CLEC prior to provisioning the conversion.

**BellSouth Position:** Disconnect requirements to be decided by industry forum. We believe we may have reached agreement in principle with BellSouth, however, we have not yet agreed on contractual language for this issue. Thus, we seek arbitration on this issue.

##### 4.2 Provisioning and Installation

- 4.2.1 Automated interfaces must be provided by the ILEC into a centralized operations support systems data base for installation scheduling and confirmation of circuit assignments. ILEC must make end to end capacity available per MCI forecasts within established intervals. ILEC must not provide service inferior to that which it provides its customers, as demonstrated through reporting on ILEC facility performance (average transmission loss, use of bridge taps, outage frequency and MTTR detail, copper/fiber mix, etc.)

**BellSouth Position:** We believe we may have reached agreement in principle with BellSouth, however, we have not yet agreed on contractual language for this issue. Thus, we seek arbitration on this issue.

- 4.2.2 Automated interfaces must be provided by the ILEC into a centralized operations support systems data base for completion confirmation. Installation intervals must be established to ensure that service can be established via unbundled loops in the same timeframe as the ILEC provides services to its own customers, as measured from date of customer order to date of customer delivery.

**BellSouth Position:** Intervals same as special access. Not the same as local due to required manual intervention to cut over the loop.

#### 4.3 Trouble Resolution, Maintenance and Customer Care:

- 4.3.1 Automated interfaces must be provided into a centralized operations support systems data base for real time network monitoring to proactively identify potential service degradation. Such systems must monitor and report on the integrity of the ILEC network, isolate troubles and initiate repair operations, test individual unbundled loops and generate maintenance and repair notices that impact any end user's ability to complete calls. Ongoing maintenance practices on unbundled loops must equal or exceed the practices employed by the ILEC for facilities used to provide retail services.

**BellSouth Position:** Cannot monitor Loop if it does not go through BellSouth switch. We believe we may have reached agreement in principle with BellSouth, however, we have not yet agreed on contractual language for this issue. Thus, we seek arbitration on this issue.

- 4.3.2 The ILEC must develop a process to identify the carrier for each unbundled loop and establish automated intercompany referral and/or call transfer processes. In addition, the ILEC must not in any way hinder MCI from deploying modern DLC equipment (TR303) throughout the unbundled loop/transport network.

**BellSouth Position:** We believe we may have reached agreement in principle with BellSouth, however, we have not yet agreed on contractual language for this issue. Thus, we seek arbitration on this issue.

- 4.3.3 Automated interfaces must be provided into a centralized operations support systems data base for field dispatch scheduling (in order to schedule appointments with end users), status of repairs and confirmation of repair completion. The mean time to repair Unbundled Loops must be less or equal to on average than the mean time to repair reported by the ILEC for its retail customers.

**BellSouth Position:** BellSouth MTTR includes switch tables that have very short repair times, which are not applicable to loop only. We believe we may have reached agreement in principle with BellSouth, however, we have not yet agreed on contractual language for this issue. Thus, we seek arbitration on this issue.

- 4.3.4 Dedicated service centers must be established to handle service issues, escalations, resolution of billing issues and other administrative problems. Automated interfaces must be provided into a centralized customer support systems data bases for access to services and features purchased from ILEC and credit history of converting end users.

**BellSouth Position:** Will not provide credit history. Will only provide customer services if MCI has LOA.

4.3.5 Maintenance service options must be unbundled to permit the use of qualified third party contractors for maintenance/repair of unbundled local loops

**BellSouth Position:** Tentative No. Under investigation, Union issue.

**4.4 Billing:**

Invoices must be presented in a Carrier Access Billing Systems (CABS) format in order to facilitate standard industry auditing practices.

**BellSouth Position:** We believe we may have reached agreement in principle with BellSouth, however, we have not yet agreed on contractual language for this issue. Thus, we seek arbitration on this issue.

**5. Quality of Service**

5.1 See Section II - part 4 - Quality of Service

**6. Information**

6.1 See Section II - part 5 - Information



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## V. UNBUNDLED LOCAL TRANSPORT

**DEFINITION:** Unbundled transport includes any and all physical facilities used to connect any two points on telecommunications networks. Common Transport is shared between MCI and the ILEC or other CLECs; Dedicated Transport is dedicated to MCI. Components to support all levels of transmission must be available, including Voice Grade, DS0, DS1, DS3, E1, VT and STS based, OC-3, OC-12, OC-48, OC-192 and other levels. Dark fiber must also be available. Multiplexing and Digital Cross Connect Systems required to multiplex or otherwise groom transport elements must also be available.

- REQUIREMENTS
1. Unbundled Local Transport Elements
  2. General Requirements
  3. Compensation
  4. Quality of Service
  5. Business Processes
  6. SONET Systems
  7. Information

Business Area	Requirement
1. Unbundled Local Transport Elements	1.1 Dedicated Interoffice Trunks with and without electronics  <b>BellSouth Position:</b> Only with electronics
	1.2 Common Interoffice Trunks  <b>BellSouth Position:</b> Transport not "trunks". We believe we may have reached agreement in principle with BellSouth, however, we have not yet agreed on contractual language for this issue. Thus, we seek arbitration on this issue.
	1.3 Multiplexing/Digital Cross Connect  <b>BellSouth Position:</b> We believe we may have reached agreement in principle with BellSouth, however, we have not yet agreed on contractual language for this issue. Thus, we seek arbitration on this issue.
	1.4 Dark Fiber  <b>BellSouth Position:</b> Not willing to provide.
2. General Requirements	2.1 Ability for MCI to utilize ILEC Unbundled Local Transport facilities to route traffic from the ILEC switch to another carrier  <b>BellSouth Position:</b> This only means transit traffic. We believe we may have reached agreement in principle with BellSouth, however, we have not yet agreed on contractual language for this issue. Thus, we seek arbitration on this issue.
	2.2 Compliance with Bellcore/industry standards (format, interfaces, performance monitoring, alarms, etc.).

**3. Compensation**

**BellSouth Position:** We believe we may have reached agreement in principle with BellSouth, however, we have not yet agreed on contractual language for this issue. Thus, we seek arbitration on this issue.

- 3.1 All components must be priced at TSLRIC.

**BellSouth Position:** No

**4. Quality of Service**

- 4.1 The companies must agree on a mechanism for dealing with breaches of agreed Quality-of-Service standards.

**BellSouth Position:** We believe we may have reached agreement in principle with BellSouth, however, we have not yet agreed on contractual language for this issue. Thus, we seek arbitration on this issue.

- 4.2 Equipment/interface/facility protection must be provided at parity with the ILEC.

**BellSouth Position:** We believe we may have reached agreement in principle with BellSouth, however, we have not yet agreed on contractual language for this issue. Thus, we seek arbitration on this issue.

- 4.3 Redundant power supply and/or battery back-up must be provided at parity with ILEC.

**BellSouth Position:** We believe we may have reached agreement in principle with BellSouth, however, we have not yet agreed on contractual language for this issue. Thus, we seek arbitration on this issue.

- 4.4 Spare facilities and equipment necessary to support provisioning/repair in time frames consistent with ILEC practice.

**BellSouth Position:** We believe we may have reached agreement in principle with BellSouth, however, we have not yet agreed on contractual language for this issue. Thus, we seek arbitration on this issue.

- 4.5 Intervals and level of service no less than tariff or, if it is higher, no less than currently being performed by the ILEC for its own customers or for other carriers, whichever is higher.

**BellSouth Position:** We believe we may have reached agreement in principle with BellSouth, however, we have not yet agreed on contractual language for this issue. Thus, we seek arbitration on this issue.

**5. Business Processes**

- 5.1 Fully mechanized ordering, provisioning, installation, trouble handling, maintenance and customer care processes, with necessary systems interfaces.

**BellSouth Position:** Customer care processes not applicable in this section. We believe we may have reached agreement in principle with BellSouth, however, we have not yet agreed on contractual language for this issue. Thus, we seek arbitration on this issue.

- 5.2 Maintenance service options must be unbundled to permit the use of qualified third party contractors for maintenance/repair of unbundled local transport.

**BellSouth Position:** Under investigation, union issue.

## 6. SONET Systems

- 6.1 For SONET systems, the following additional requirements apply:

**BellSouth Position:** Applicable when MCI specifically purchases SONET based product. We believe we may have reached agreement in principle with BellSouth, however, we have not yet agreed on contractual language for this issue. Thus, we seek arbitration on this issue.

- 6.2 Compliance with SONET and Bellcore standards.

**BellSouth Position:** We believe we may have reached agreement in principle with BellSouth, however, we have not yet agreed on contractual language for this issue. Thus, we seek arbitration on this issue.

- 6.3 Real-time access to all SONET performance monitoring and alarm information.

**BellSouth Position:** When available from equipment vendor. We believe we may have reached agreement in principle with BellSouth, however, we have not yet agreed on contractual language for this issue. Thus, we seek arbitration on this issue.

- 6.4 Equipment/interface/facility protection.

**BellSouth Position:** We believe we may have reached agreement in principle with BellSouth, however, we have not yet agreed on contractual language for this issue. Thus, we seek arbitration on this issue.

- 6.5 Redundant power supply/battery back-up.

**BellSouth Position:** We believe we may have reached agreement in principle with BellSouth, however, we have not yet agreed on contractual language for this issue. Thus, we seek arbitration on this issue.

- 6.6 Synchronization from both a primary and secondary Stratum 1 level timing source.

**BellSouth Position:** Further research needed.

- 6.7 Interworking with SONET standard equipment from other vendors.

**BellSouth Position:** We believe we may have reached agreement in

principle with BellSouth, however, we have not yet agreed on contractual language for this issue. Thus, we seek arbitration on this issue.

6.8 Data Communications Channel (DCC) connectivity.

**BellSouth Position:** We believe we may have reached agreement in principle with BellSouth, however, we have not yet agreed on contractual language for this issue. Thus, we seek arbitration on this issue.

6.9 For ring systems:

- Diverse fiber routing and building entrance
- Dual ring interworking support
- No single point of failure
- Protection lock-out and support of extra traffic (LSR only)

**BellSouth Position:** Protection lock out not supported. Location terminals and node cabling not protected.

6.10 Support the Physical Interfaces specified in the IIILC issue 026.

**BellSouth Position:** We believe we may have reached agreement in principle with BellSouth, however, we have not yet agreed on contractual language for this issue. Thus, we seek arbitration on this issue.

7. Information

See Section II, Part 5.

## VI. UNBUNDLED LOCAL SWITCHING

**DEFINITION:** *The unbundled local switching (ULS) element consists of all the functionality residing in a central office switch and/or remote switching systems needed to provide the full array of local exchange services, including switched access service. The ULS element creates the desired communications path between a customer's local loop and another point needed to complete a call, based on signals originated by the end user and/or a telecommunications carrier. The tandem switch may also be used to provide certain features and functionality when these capabilities are not yet available in the central office.*

- REQUIREMENTS**
1. Unbundled Local Switching Elements
  2. General Requirements
  3. Compensation
  4. Quality of Service
  5. Business Processes
  6. Tandem Switching
  7. Information

Business Area	Requirement
1. Unbundled Local Switching Elements	<b>1.1 Line Port:</b>  The physical connection between the customer's local loop and the end office switch or remote switching system and the functionality residing therein.  <b>BellSouth Position:</b> Does not believe that ULS as described by MCI is technically feasible. This is due to there not being enough memory in a switch to support the class codes needed to unbundle the switch for a CLEC. BellSouth agrees that if this capability becomes available from equipment vendors that is technically and economically viable, that they would provide this service.
	<b>1.2 Trunk Port:</b>  The physical connection between the end office switch or remote switching system and dedicated or common transport and the functionality residing therein.  <b>BellSouth Position:</b> Same as VI.1.1.
	<b>1.3 Switching Capacity:</b>  The capacity of the switching functions (switch matrix and processor) used to connect line ports to line ports, line ports to trunk ports, trunk ports to line ports, and trunk ports to trunk ports.  <b>BellSouth Position:</b> Same as VI.1.1.
	<b>1.4 Signaling and Databases:</b>

## 2. General Requirements

Necessary to create and bill the desired communications path between a customer's local loop and another point needed to complete a call. (This component is described in greater detail Section X).

**BellSouth Position:** Same as VI.1.1.

- 2.1 MCI can purchase a ULS element at each ILEC end office switch. The purchase is made in minimum blocks of line ports, minimum levels of trunk port capacity, and a minimum level of busy hour capacity measured for a time period of one year or longer.

**BellSouth Position:** Same as VI.1.1.

- 2.2 Switching functionalities in the ULS element include dialtone, screening, recognition of service request, recognition of call-specific information, digit analysis, routing, testing, recordings, signal generation, call completion or handoff, SSP functionality and tables, PIC tables, trunk tables, class of service tables, billing record generation, and AIN tables.

**BellSouth Position:** Same as VI.1.1.

- 2.3 The various functional components of the ULS element must be made available on an unbundled basis wherever technically feasible.

**BellSouth Position:** Same as VI.1.1.

- 2.4 The ULS element must be available to MCI in combination with other unbundled network elements.

**BellSouth Position:** Same as VI.1.1.

- 2.5 MCI's purchase of the ULS element for a specific switch avails to it all the features and functionality of that switch.

**BellSouth Position:** Same as VI.1.1.

- 2.6 MCI can interconnect loops from any source to the line port(s) that it purchases, either as part of the ULS element or as an unbundled switch component, on the same terms/conditions/intervals as loops provided by the ILEC.

**BellSouth Position:** Same as VI.1.1.

- 2.7 MCI can use the ULS element to provide any local exchange service, including switched access services.

**BellSouth Position:** Same as VI.1.1.

- 2.8 MCI must have access to the ILEC AIN functionality (as described in Section X)

**BellSouth Position:** Same as VI.1.1.

### 3. Compensation

- 3.1 The ULS element and all of its unbundled functional components must be priced at TSLRIC. Cost-based term and volume discounts can be negotiated.

**BellSouth Position:** Same as VI.1.1.

- 3.2 Line- related costs should now (and in the future) be recovered through a per-line charge assessed on contracted capacity (i.e., lines) with an additional per-line charge assessed if the purchaser exceeds its contracted level.

**BellSouth Position:** Same as VI.1.1.

- 3.3 Trunk-related costs should now (and in the future) be recovered through a minute of use charge.

**BellSouth Position:** Same as VI.1.1.

- 3.4 Busy hour-related costs should (initially) be recovered through a combination of line charges and usage charges reflecting the relative use of the switch for line-to-line connections (line charges) and line-to-trunk connections (usage charges).

**BellSouth Position:** Same as VI.1.1.

- 3.5 In the future, systems may be in place that make it feasible to introduce a third rate element that directly measures busy hour processor/switch matrix usage.

**BellSouth Position:** Same as VI.1.1.

- 3.6 Optional functionality to support CLASS/Customer Calling features would be included with the contracted capacity. No additional charges would apply.

**BellSouth Position:** Same as VI.1.1.

- 3.7 Functionality to craft Centrex offerings (call transfer, special dialing, etc.) must be available at cost-based prices.

**BellSouth Position:** Same as VI.1.1.

- 3.8 If the ILEC can demonstrate incremental cost associated with Centrex features, then a charge can be applied at TSLRIC. If not, then Centrex functionality would be included as non-chargeable options.

**BellSouth Position:** Same as VI.1.1.

### 4. Quality of Service

- 4.1 The ILEC must guarantee the same grade of service as it provides itself or its affiliates.

	<p><b>BellSouth Position:</b> Same as VI.1.1.</p> <p>4.2 The companies must agree on a mechanism for dealing with breaches of agreed Quality-of-Service standards.</p> <p><b>BellSouth Position:</b> Same as VI.1.1.</p> <p>4.3 Mechanisms must be in place that allow MCI to monitor ILEC compliance with grade of service and capacity obligations.</p> <p><b>BellSouth Position:</b> Same as VI.1.1.</p> <p>4.4 Refer to Section II, Part 4 - Quality of Service</p> <p><b>BellSouth Position:</b> Same as VI.1.1.</p>
5. Business Processes	<p>5.1 MCI must have access to a real-time electronic communication interface to the ILEC for ordering and provisioning, installation, repair, maintenance and customer care.</p> <p><b>BellSouth Position:</b> Same as VI.1.1.</p> <p>5.2 Refer to Section II, Part 6 - Business Processes</p> <p><b>BellSouth Position:</b> Same as VI.1.1.</p>
6. Tandem Switching	<p>6.1 The requirements include, but are not limited to:</p> <ul style="list-style-type: none"> <li>• signaling</li> <li>• screening and routing</li> <li>• recording</li> <li>• access to AIN functionality</li> <li>• access to Operator Services and Directory Assistance as appropriate</li> <li>• access to Toll Free number portability database as appropriate</li> <li>• must support all trunk interconnections discussed under "network Interconnection/Trunking" (e.g., SS7, MF, DTMF, DialPulse, ISDN, DID, DN-RI, CAMA-ANI (if appropriate for 911), etc.)</li> <li>• access to PSAPs where 911 solutions are deployed and the tandem is used for 911</li> <li>• transit traffic to/from other carriers</li> </ul> <p><b>BellSouth Position:</b> Same as VI.1.1.</p>
7. Information	See Section II, Part 5 - Information



## VII. NON-DISCRIMINATORY ACCESS TO 911, DA, OPERATOR SERVICES

**DEFINITION** *In order to complete 911 /E911, directory assistance and operator calls, MCI must have non discriminatory access to the switches, databases, and other network elements used by the ILEC in the completion of such calls.*

## REQUIREMENTS

## 911

1. General Requirements
2. Compensation
3. Quality of Service
4. Information
5. Business Processes

## Directory Assistance

1. General Requirements
2. Compensation
3. Quality of Service
4. Information
5. Business Processes

## Operator Services

Business Area	Requirement
911	<i>Definition: Non-Discriminatory access to 911 switches, databases and other network elements to ensure the proper routing and completion of 911/E911 calls from end users on the MCI network.</i>
1. General Requirements	<p>1.1 Interconnection to 911 selective routing switch to route calls from MCI network to correct Public Safety Answering Point (PSAP).</p> <p><b>BellSouth Position:</b> We believe we may have reached agreement in principle with BellSouth, however, we have not yet agreed on contractual language for this issue. Thus, we seek arbitration on this issue.</p> <p>1.2 Identification of default arrangements</p> <p><b>BellSouth Position:</b> We believe we may have reached agreement in principle with BellSouth, however, we have not yet agreed on contractual language for this issue. Thus, we seek arbitration on this issue.</p> <p>1.3 Automated interface to Automatic Location Identification (ALI) database</p> <p><b>BellSouth Position:</b> We believe we may have reached agreement in principle with BellSouth, however, we have not yet agreed on contractual language for this issue. Thus, we seek arbitration on this issue.</p>

- 1.4 ILEC must identify any special routing arrangements to complete overflow.

**BellSouth Position:** We believe we may have reached agreement in principle with BellSouth, however, we have not yet agreed on contractual language for this issue. Thus, we seek arbitration on this issue.

- 1.5 ILEC must identify any requirements for emergency backup number in case of massive trunk failures.

**BellSouth Position:** We believe we may have reached agreement in principle with BellSouth, however, we have not yet agreed on contractual language for this issue. Thus, we seek arbitration on this issue.

- 1.6 ILEC must provide sufficient planning information regarding anticipated move to the use of SS7 signaling within the next 12 months.

**BellSouth Position:** Not applicable today. Okay if SS7 implemented in future. We believe we may have reached agreement in principle with BellSouth, however, we have not yet agreed on contractual language for this issue. Thus, we seek arbitration on this issue.

- 1.7 ILEC must identify any special default ESN requirements.

**BellSouth Position:** We believe we may have reached agreement in principle with BellSouth, however, we have not yet agreed on contractual language for this issue. Thus, we seek arbitration on this issue.

- 1.8 ILECs must adopt NENA standards for street addressing and abbreviations.

**BellSouth Position:** Does not comply with NENA guidelines. Converting to SCC for its database.

- 1.9 ILECs must adopt use of a Carrier code (NENA standard 5- character field) on all ALI records received from CLCs; Carrier code will be useful when remote call forwarding is used as an interim "solution" to local number portability, and will be even more important when a true local number portability solution has been implemented.

**BellSouth Position:** Does not comply with NENA guidelines. Converting to SCC for its database.

## 2. Compensation

- 2.1 The mechanism to compensate carriers for the costs of network facilities must be equitable and non discriminatory across all local exchange carriers.

**BellSouth Position:** Policy is related to public agency and not under

### 3. Quality of Service

BellSouth's control.

- 2.2 Interconnection and database access must be priced at TSLRIC or at any rate charged to other interconnected carriers, whichever is lower.

**BellSouth Position:** No TSLRIC

- 3.1 Established, competitively neutral intervals for installation of facilities, including any collocation facilities, diversity requirements, etc.

**BellSouth Position:** We believe we may have reached agreement in principle with BellSouth, however, we have not yet agreed on contractual language for this issue. Thus, we seek arbitration on this issue.

- 3.2 ILEC must provide the service reliability expectations for Bell-provided 911 facilities.

**BellSouth Position:** We believe we may have reached agreement in principle with BellSouth, however, we have not yet agreed on contractual language for this issue. Thus, we seek arbitration on this issue.

- 3.3 In a resale situation where it may be appropriate for the ILEC to update the ALI database, it must be updated with MCI data in interval that is no less than is experienced by the ILEC's customers, or than for other carriers, whichever is faster, at no additional cost.

**BellSouth Position:** We believe we may have reached agreement in principle with BellSouth, however, we have not yet agreed on contractual language for this issue. Thus, we seek arbitration on this issue.

- 3.4 Availability of 800 number, direct tandem numbers available 24 hours, 7 days a week, together with Service Managers' names and escalation lists with work, after hours and pager numbers.

**BellSouth Position:** We believe we may have reached agreement in principle with BellSouth, however, we have not yet agreed on contractual language for this issue. Thus, we seek arbitration on this issue.

### 4. Information

- 4.1 Availability of mechanized Master Street Address Guide (MSAG) and routine updates.

**BellSouth Position:** We believe we may have reached agreement in principle with BellSouth, however, we have not yet agreed on contractual language for this issue. Thus, we seek arbitration on this issue.

- 4.2 Mapping of NXXs to Selective Routers and PSAPs. Where NXXs are split across geographic boundaries for 911 routing purposes, mapping should be provided identifying the splits.

**BellSouth Position:** Will provide when completed.

- 4.3 ILEC must provide reporting to identify the locations of E911 tandems with CLLI codes.

**BellSouth Position:** We believe we may have reached agreement in principle with BellSouth, however, we have not yet agreed on contractual language for this issue. Thus, we seek arbitration on this issue.

- 4.4 ILEC must provide reporting to identify rate center to wire center to Central Office relationships; which 911 tandems serve which NXXs, primarily or exclusively.

**BellSouth Position:** Will provide when completed. We believe we may have reached agreement in principle with BellSouth, however, we have not yet agreed on contractual language for this issue. Thus, we seek arbitration on this issue.

- 4.5 ILEC must provide NXX overlay maps and detailed NXX boundaries, as well as network maps to identify diversity routing.

**BellSouth Position:** Will provide when completed. We believe we may have reached agreement in principle with BellSouth, however, we have not yet agreed on contractual language for this issue. Thus, we seek arbitration on this issue.

- 4.6 ILEC must provide report to identify which ALI databases cover which states or areas of the state.

**BellSouth Position:** Not needed because BellSouth routes data to appropriate databases.

- 4.7 Points-of-contact for each ALI database administrator.

**BellSouth Position:** We believe we may have reached agreement in principle with BellSouth, however, we have not yet agreed on contractual language for this issue. Thus, we seek arbitration on this issue.

- 4.8 ILEC must identify any special operator-assisted calling requirements to support 911.

**BellSouth Position:** We believe we may have reached agreement in principle with BellSouth, however, we have not yet agreed on contractual language for this issue. Thus, we seek arbitration on this issue.

**5. Business Processes**

- 5.1 ILEC must establish an automated Access Service Request (ASR) process for trunk provisioning.

**BellSouth Position:** See 1.2, 1.4, 1.5 and 1.7. We believe we may have reached agreement in principle with BellSouth, however, we have not yet agreed on contractual language for this issue. Thus, we seek arbitration on this issue.

- 5.2 ILEC must provide priority restoral of trunk or network outages on the same terms/conditions it provides itself (and without the imposition of TSP).

**BellSouth Position:** Why without imposition of TSP?

- 5.3 ILEC must provide notification of any pending tandem moves, NPA splits, or scheduled maintenance outages in advance with enough time to react.

**BellSouth Position:** We believe we may have reached agreement in principle with BellSouth, however, we have not yet agreed on contractual language for this issue. Thus, we seek arbitration on this issue.

- 5.4 Need for mutual aid agreement to assist with disaster recovery planning

**BellSouth Position:** We believe we may have reached agreement in principle with BellSouth, however, we have not yet agreed on contractual language for this issue. Thus, we seek arbitration on this issue.

- 5.5 ILEC must provide automated interface and access to the ALI database to enable MCI to maintain and update their records in a timely basis.

**BellSouth Position:** We believe we may have reached agreement in principle with BellSouth, however, we have not yet agreed on contractual language for this issue. Thus, we seek arbitration on this issue.

- 5.6 ILEC must implement a process to identify and correct errors to the ALI database to ensure that the accuracy of data stored by new entrants is no less than their own data.

**BellSouth Position:** We believe we may have reached agreement in principle with BellSouth, however, we have not yet agreed on contractual language for this issue. Thus, we seek arbitration on this issue.

- 5.7 ILEC must identify process for handling of "reverse ALI"

	<p><b>BellSouth Position:</b> No municipality has ever asked BellSouth to provide reverse ALI, and BellSouth does not plan to offer reverse ALI.</p> <p>5.8 ILEC must establish process for the management of NPA splits as well as NXX splits.</p> <p><b>BellSouth Position:</b> We believe we may have reached agreement in principle with BellSouth, however, we have not yet agreed on contractual language for this issue. Thus, we seek arbitration on this issue.</p> <p>5.9 ILEC must indemnify MCI for ILEC-caused errors in the maintenance, updating and processing of customer information to the ALI database.</p> <p><b>BellSouth Position:</b> Mechanized feed therefore no BellSouth involvement.</p>
Directory Assistance	<p><i>Definition: In order to provide customers of ILEC/MCI access to ubiquitous directory assistance services, whereby they can gain information on all assigned numbers regardless of the exchange service provider, methods and procedures need to be developed to 1) incorporate ILEC and MCI customer data into each other's directory assistance databases; 2) provide access to each other database(s) for their customers; 3) to buy and sell components of each others directory assistance and use.</i></p>
1. General Requirements	<p>1.1 Ability to make MCI's data available to anyone calling the ILEC's DA, and the ILEC's data available to anyone calling MCI's DA.</p> <p><b>BellSouth Position:</b> We believe we may have reached agreement in principle with BellSouth, however, we have not yet agreed on contractual language for this issue. Thus, we seek arbitration on this issue.</p> <p>1.2 ILEC should store proprietary customer information provided by MCI in their Directory Assistance database; such information should be able to be identified by source provider in order to provide the necessary protection of proprietary information.</p> <p><b>BellSouth Position:</b> Cannot flag MCI data. However, no need because only used for DA. Also compensation will be on number of listings not on usage.</p> <p>1.3 License options should be made available to limit the ILEC's use of MCI's data to directory assistance or to grant greater flexibility in their use of the data with proper compensation to the owner of the data.</p> <p><b>BellSouth Position:</b> We believe we may have reached agreement in principle with BellSouth, however, we have not yet agreed on</p>

contractual language for this issue. Thus, we seek arbitration on this issue.

- 1.4 MCI to be able to complete 411 calls utilizing components of ILEC's DA network.

**BellSouth Position:** We believe we may have reached agreement in principle with BellSouth, however, we have not yet agreed on contractual language for this issue. Thus, we seek arbitration on this issue.

- 1.5 Resale of bundled service, using ILEC DA operators and platform.

**BellSouth Position:** We believe we may have reached agreement in principle with BellSouth, however, we have not yet agreed on contractual language for this issue. Thus, we seek arbitration on this issue.

- 1.6 Ability to acquire ILEC data and processed directory assistance feeds in accordance with the specification in Appendix 2.

**BellSouth Position:** We believe we may have reached agreement in principle with BellSouth, however, we have not yet agreed on contractual language for this issue. Thus, we seek arbitration on this issue.

- 1.7 MCI should be able to buy the components or any combination of components, that comprise the ILEC directory assistance service and package them as required.

Unbundled Directory Platform.  
Unbundled Directory Database and Sub Databases  
Unbundled Directory Data.

**BellSouth Position:** Restricted to what is provided in DADS and DADAS. We believe we may have reached agreement in principle with BellSouth, however, we have not yet agreed on contractual language for this issue. Thus, we seek arbitration on this issue.

- 1.8 Availability of service enhancements on a non-discriminatory basis at cost.

**BellSouth Position:** "At cost" should be removed from this section. We believe we may have reached agreement in principle with BellSouth, however, we have not yet agreed on contractual language for this issue. Thus, we seek arbitration on this issue.

- 1.9 Carrier-specific branding should be available. Inquiries from MCI customers should be answered with an MCI specific branded salutation.

**BellSouth Position:** Cannot brand today. Funding in 1997.

**2. Compensation**

- 2.1 There should be no charge for ILEC storage of MCI customer information in the Directory Assistance Database.
- BellSouth Position:** We believe we may have reached agreement in principle with BellSouth, however, we have not yet agreed on contractual language for this issue. Thus, we seek arbitration on this issue.
- 2.2 Unbundled directory assistance elements should be made available on a reciprocal basis between MCI/ILEC for the exchange of data.
- BellSouth Position:** Mutual but not necessarily same methodology. We believe we may have reached agreement in principle with BellSouth, however, we have not yet agreed on contractual language for this issue. Thus, we seek arbitration on this issue.
- 2.3 As an alternative, compensation for DA can be resolved along with arrangements for White/Yellow page directories. The arrangements must be mutually reciprocal and must accommodate the other non-directory assistance services.
- BellSouth Position:** No, BellSouth's Directory Assistance is a wholesale-type offering that is provided via existing tariff.

**3. Quality of Service**

- 3.1 The companies must agree on a mechanism for dealing with breaches of agreed Quality-of-Service standards.
- BellSouth Position:** We believe we may have reached agreement in principle with BellSouth, however, we have not yet agreed on contractual language for this issue. Thus, we seek arbitration on this issue.
- 3.2 End-to-End interval for updating database must be the same as provided to the ILEC's end users.
- BellSouth Position:** We believe we may have reached agreement in principle with BellSouth, however, we have not yet agreed on contractual language for this issue. Thus, we seek arbitration on this issue.
- 3.3 Automated interface into ILEC database for updating and inquiries.
- BellSouth Position:** Manual today, automated sometime in future.
- 3.4 Quality Standards equivalent to that provided their own customers.
- BellSouth Position:** We believe we may have reached agreement in principle with BellSouth, however, we have not yet agreed on



		contractual language for this issue. Thus, we seek arbitration on this issue.
	3.5	<p>Agreement on speed-to-answer standards.</p> <p><b>BellSouth Position:</b> We believe we may have reached agreement in principle with BellSouth, however, we have not yet agreed on contractual language for this issue. Thus, we seek arbitration on this issue.</p>
	3.6	<p>Dialing parity including no unreasonable dialing delays</p> <p><b>BellSouth Position:</b> We believe we may have reached agreement in principle with BellSouth, however, we have not yet agreed on contractual language for this issue. Thus, we seek arbitration on this issue.</p>
4. Information	4.1	<p>Complete definition of rules for directory assistance listing (ordering data elements)</p> <p><b>BellSouth Position:</b> Contained in ordering guidelines.</p>
	4.2	<p>Agreement to data exchange standards for acquisition of directory assistance data (See Appendix 2).</p> <p><b>BellSouth Position:</b> DADS in place. We believe we may have reached agreement in principle with BellSouth, however, we have not yet agreed on contractual language for this issue. Thus, we seek arbitration on this issue.</p>
5. Business Processes	5.1	<p>DA database needs to be updated and maintained with MCI data for customers who:</p> <p>Disconnect Change carrier Install "Change" orders Are Non-Published and/or Non Listed Are Listed Specify Non-Solicitation</p> <p><b>BellSouth Position:</b> We believe we may have reached agreement in principle with BellSouth, however, we have not yet agreed on contractual language for this issue. Thus, we seek arbitration on this issue.</p>
	5.2	<p>Each carrier bills its own end-users</p> <p><b>BellSouth Position:</b> We believe we may have reached agreement in principle with BellSouth, however, we have not yet agreed on</p>

	<p>contractual language for this issue. Thus, we seek arbitration on this issue.</p> <p>5.3 Requirements for intercompany billing will be dependent upon the resolution of compensation issues.</p> <p><b>BellSouth Position:</b> We believe we may have reached agreement in principle with BellSouth, however, we have not yet agreed on contractual language for this issue. Thus, we seek arbitration on this issue.</p> <p>5.4 MCI shall be billed in CABS format.</p> <p><b>BellSouth Position:</b> We believe we may have reached agreement in principle with BellSouth, however, we have not yet agreed on contractual language for this issue. Thus, we seek arbitration on this issue.</p> <p>5.5 Intercompany procedures need to be developed to correct errors when they are identified in the database.</p> <p><b>BellSouth Position:</b> We believe we may have reached agreement in principle with BellSouth, however, we have not yet agreed on contractual language for this issue. Thus, we seek arbitration on this issue.</p>
Operator Services	<p><i>Definition: Those systems which provide for processing and recording of special call types which include toll calls, public telephone call types as well as other call types requiring operator intervention/assistance. Operator assistance call types would include BLV/EI (busy line verification/emergency interrupt), or provide an intercept functionality to those call types where the caller dials a number that has been changed or disconnected.</i></p>
1. General	<p>1.1 A jointly developed process with the ILEC to conduct BLV/EI.</p> <p><b>BellSouth Position:</b> Process already developed. No need to jointly develop. We believe we may have reached agreement in principle with BellSouth, however, we have not yet agreed on contractual language for this issue. Thus, we seek arbitration on this issue.</p> <p>1.2 Resale Operator Services from the ILEC, branded MCI utilizing MCI's rates for both Card and Operator Services functions and provided at least at parity for services delivered.</p> <p><b>BellSouth Position:</b> Cannot provide branded services today.</p> <p>1.3 Resale of ILEC's Operator Services MCI Branded and utilizing MCI's rates for both Card and Operator Services.</p> <p><b>BellSouth Position:</b> Cannot provide branded services today.</p>

- 1.4 Service deliverables to include the following:
1. Local call completion - 0+ and 0-, billed to Calling Cards, Collect and Third Party
  2. Billable - Time and Charges Etc.

**BellSouth Position:** Cannot process proprietary LD calling cards, billable time and charges at BellSouth rates.

## VIII. WHITE/YELLOW PAGE DIRECTORY LISTINGS

**DEFINITION:** *The ability of MCI's customers to be able to obtain printed directories that includes all customers on the public switched network (within a defined geographic area) regardless of their local service provider.*

- REQUIREMENTS**
1. General Requirements
  2. Types of Directory Listings
  3. Business Processes
    - 3.1 Order Processing
    - 3.2 Provisioning/Distribution
    - 3.3 Trouble Resolution, Maintenance, Customer Care
    - 3.4 Billing
  4. Compensation
  5. Quality of Service
  6. Information

Business Area	Requirement
1. General Requirements	1.1 The ILEC to include MCI specific information in the information pages of their directories.  <b>BellSouth Position:</b> We believe we may have reached agreement in principle with BellSouth, however, we have not yet agreed on contractual language for this issue. Thus, we seek arbitration on this issue.
	1.2 Publication of MCI subscriber listings in ILEC directories (main listing in White and Yellow pages).  <b>BellSouth Position:</b> We believe we may have reached agreement in principle with BellSouth, however, we have not yet agreed on contractual language for this issue. Thus, we seek arbitration on this issue.
	1.3 Distribution of directory to MCI subscribers on a non-discriminatory basis.  <b>BellSouth Position:</b> We believe we may have reached agreement in principle with BellSouth, however, we have not yet agreed on contractual language for this issue. Thus, we seek arbitration on this issue.
	1.4 Customized cover for directories  <b>BellSouth Position:</b> Under consideration for additional charge.
	1.5 Use of ILEC recycling services  <b>BellSouth Position:</b> We believe we may have reached agreement in principle with BellSouth, however, we have not yet agreed on

## 2. Types of Directory Listings

contractual language for this issue. Thus, we seek arbitration on this issue.

- 2.0 It is required that MCI subscribers can be included in the following types of directory listings:

2.1 Primary White Page Listings

**BellSouth Position:** We believe we may have reached agreement in principle with BellSouth, however, we have not yet agreed on contractual language for this issue. Thus, we seek arbitration on this issue.

2.2 Primary Yellow Page Listings

**BellSouth Position:** We believe we may have reached agreement in principle with BellSouth, however, we have not yet agreed on contractual language for this issue. Thus, we seek arbitration on this issue.

2.3 Additional White Page Listings

**BellSouth Position:** We believe we may have reached agreement in principle with BellSouth, however, we have not yet agreed on contractual language for this issue. Thus, we seek arbitration on this issue.

2.4 Additional Yellow Page Listings

**BellSouth Position:** We believe we may have reached agreement in principle with BellSouth, however, we have not yet agreed on contractual language for this issue. Thus, we seek arbitration on this issue.

2.5 Non-Pub/Non-List

**BellSouth Position:** We believe we may have reached agreement in principle with BellSouth, however, we have not yet agreed on contractual language for this issue. Thus, we seek arbitration on this issue.

2.6 Foreign Listings

**BellSouth Position:** Further definition required.

2.7 Alternate Call Listings

**BellSouth Position:** We believe we may have reached agreement in principle with BellSouth, however, we have not yet agreed on contractual language for this issue. Thus, we seek arbitration on this issue.

### 3. Business Processes

#### 2.8 Information Listings

**BellSouth Position:** Will provide informational listings to the same extent that it provides to its end users. We believe we may have reached agreement in principle with BellSouth, however, we have not yet agreed on contractual language for this issue. Thus, we seek arbitration on this issue.

#### 2.9 Advertising

**BellSouth Position:** We believe we may have reached agreement in principle with BellSouth, however, we have not yet agreed on contractual language for this issue. Thus, we seek arbitration on this issue.

#### 2.10 List Rentals

**BellSouth Position:** Do not currently provide list rentals but will provide to MCI if this is ever done. We believe we may have reached agreement in principle with BellSouth, however, we have not yet agreed on contractual language for this issue. Thus, we seek arbitration on this issue.

#### 3.1 Order Processing:

##### 3.1.1 Order processing procedures need to be established to update directory database on a defined, regular basis with MCI customer information.

**BellSouth Position:** We believe we may have reached agreement in principle with BellSouth, however, we have not yet agreed on contractual language for this issue. Thus, we seek arbitration on this issue.

##### 3.1.2 Electronic format needs to be defined for exchange of customer data, to include the following types of data elements:

Transaction (new listing, change name, change address, disconnect, etc.)

Service Provider

Order Number

Telephone Number

Completion Date

Bus/Res Indicator

**BellSouth Position:** Not applicable  
Exchange

**BellSouth Position:** Not applicable

List Name

"Old" List Name (for changes)

List Rental Omission

**BellSouth Position:** Not applicable

List Address  
 Zip Code  
 Location/Service Address (for delivery)  
 Billing Name, Address, Zip Code  
 Billing Telephone Number  
 List Type  
 SIC Codes

**BellSouth Position:** Not applicable

Yellow Page Headings  
 Record Type (Main/Additional Listings)  
 Type of Accounting (Gov't affiliation)  
 Previous Telephone Number (changes)  
 Referral Telephone Number (changes)  
 Delivery Quantity  
 New Connect Delivery  
 Format Instructions (indent, etc.)

**BellSouth Position:** We believe we may have reached agreement in principle with BellSouth, however, we have not yet agreed on contractual language for this issue. Thus, we seek arbitration on this issue.

- 3.1.3 The ILEC must provide the ability for MCI to electronically query the LEC listing system to view customer listings.

**BellSouth Position:** No plans to provide this capability. May reconsider if volumes increase substantially.

- 3.1.4 The ILEC must provide the ability for MCI to electronically transmit multi-line listing orders.

**BellSouth Position:** Enhancement under development. We believe we may have reached agreement in principle with BellSouth, however, we have not yet agreed on contractual language for this issue. Thus, we seek arbitration on this issue.

- 3.1.5 A process for managing multi-owner captions is required.

**BellSouth Position:** Standards must be developed. We believe we may have reached agreement in principle with BellSouth, however, we have not yet agreed on contractual language for this issue. Thus, we seek arbitration on this issue.

- 3.1.6 The ILEC must provide a complete report showing all listing appearances at least one month prior to book close.

**BellSouth Position:** Available upon request. Appearances at least one month prior to book close.

### 3.2 Provisioning/Distribution:

- 3.2.1 Initial and secondary distribution arrangements must be available.

**BellSouth Position:** We believe we may have reached agreement in principle with BellSouth, however, we have not yet agreed on contractual language for this issue. Thus, we seek arbitration on this issue.

### 3.3 Trouble Resolution, Maintenance & Customer Care:

- 3.3.1 Intercompany procedures need to be established to prevent errors, and to correct them when they do occur.

**BellSouth Position:** We believe we may have reached agreement in principle with BellSouth, however, we have not yet agreed on contractual language for this issue. Thus, we seek arbitration on this issue.

### 3.4 Billing:

- 3.4.1 This paragraph deleted or moved.

- 3.4.2 Invoice MCI subscribers directly for Yellow Pages advertising bills.

**BellSouth Position:** We believe we may have reached agreement in principle with BellSouth, however, we have not yet agreed on contractual language for this issue. Thus, we seek arbitration on this issue.

- 3.4.3 Invoice MCI subscriber directly for advertising/white page bolding. Charges for additional and foreign White Pages listings should be billed to MCI and itemized at the ANI sub account level.

**BellSouth Position:** We believe we may have reached agreement in principle with BellSouth, however, we have not yet agreed on contractual language for this issue. Thus, we seek arbitration on this issue.

- 3.4.4 Intercompany billing dependent on resolution of compensation.

**BellSouth Position:** We believe we may have reached agreement in principle with BellSouth, however, we have not yet agreed on contractual language for this issue. Thus, we seek arbitration on this issue.

- 3.4.5 Need to determine proper form of administrative billing between billing carriers.

**BellSouth Position:** We believe we may have reached agreement in principle with BellSouth, however, we have not yet agreed on contractual language for this issue. Thus, we seek arbitration on this issue.



#### 4. Compensation

- 4.1 There should be no additional charge for distribution.

**BellSouth Position:** We believe we may have reached agreement in principle with BellSouth, however, we have not yet agreed on contractual language for this issue. Thus, we seek arbitration on this issue.

- 4.2 There should be no charge for inclusion of MCI subscriber listings in ILEC directories.(White and Yellow Pages).

**BellSouth Position:** We believe we may have reached agreement in principle with BellSouth, however, we have not yet agreed on contractual language for this issue. Thus, we seek arbitration on this issue.

- 4.3 Any additional charges that are made to customers should be on a non-discriminatory basis.

**BellSouth Position:** We believe we may have reached agreement in principle with BellSouth, however, we have not yet agreed on contractual language for this issue. Thus, we seek arbitration on this issue.

#### 5. Quality of Service

- 5.1 The companies must agree on a mechanism for dealing with breaches of agreed Quality-of-Service standards.

**BellSouth Position:** We believe we may have reached agreement in principle with BellSouth, however, we have not yet agreed on contractual language for this issue. Thus, we seek arbitration on this issue.

- 5.2 Listing update intervals must be the same as, those used by the ILEC for its own customers

**BellSouth Position:** We believe we may have reached agreement in principle with BellSouth, however, we have not yet agreed on contractual language for this issue. Thus, we seek arbitration on this issue.

#### 6. Information

- 6.1 Publishing cycles and deadlines need to be provided to MCI to ensure timely delivery of MCI information.

**BellSouth Position:** We believe we may have reached agreement in principle with BellSouth, however, we have not yet agreed on contractual language for this issue. Thus, we seek arbitration on this issue.

- 6.2 Service location information needs to be exchanged if directory publisher is to deliver books.

**BellSouth Position:** We believe we may have reached agreement in

principle with BellSouth, however, we have not yet agreed on contractual language for this issue. Thus, we seek arbitration on this issue.

6.3 Description of calling areas covered by each directory.

**BellSouth Position:** We believe we may have reached agreement in principle with BellSouth, however, we have not yet agreed on contractual language for this issue. Thus, we seek arbitration on this issue.

6.4 The ILEC must provide regular updates of the following information:

- Yellow page heading codes
- Directory names and codes
- Directory product changes
- Listing format rules
- Listing alphabetizing rules
- Standard abbreviations
- Titles and Designations

**BellSouth Position:** Provided at a minimum quarterly. We believe we may have reached agreement in principle with BellSouth, however, we have not yet agreed on contractual language for this issue. Thus, we seek arbitration on this issue.

## IX. NON-DISCRIMINATORY ACCESS TO TELEPHONE NUMBERS

**DEFINITION:** *The ability to obtain code assignments and other numbering resources on the same terms and conditions available to ILECs.*

- REQUIREMENTS**
1. General Requirements
  2. Compensation
  3. Quality of Service
  4. Information
  5. Business Processes

Business Area	Requirement
1. General Requirements	1.1 Administration and assignment of numbers should be moved to a neutral third party. In the interim while ILECs are still administering numbering, the following should apply.  <b>BellSouth Position:</b> We believe we may have reached agreement in principle with BellSouth, however, we have not yet agreed on contractual language for this issue. Thus, we seek arbitration on this issue.
	1.2 The ILEC must assign NXXs to new entrants on a non-discriminatory basis and on the same basis as to itself.  <b>BellSouth Position:</b> We believe we may have reached agreement in principle with BellSouth, however, we have not yet agreed on contractual language for this issue. Thus, we seek arbitration on this issue.
	1.3 No restriction on ability to assign NXXs .  <b>BellSouth Position:</b> We believe we may have reached agreement in principle with BellSouth, however, we have not yet agreed on contractual language for this issue. Thus, we seek arbitration on this issue.
	1.4 Testing and loading of MCI's NXXs should be the same as ILEC's NXXs.  <b>BellSouth Position:</b> We believe we may have reached agreement in principle with BellSouth, however, we have not yet agreed on contractual language for this issue. Thus, we seek arbitration on this issue.
	1.5 This paragraph deleted or moved. Not applicable
	1.6 This paragraph deleted or moved. Not applicable

- |                              |   |
|------------------------------|---|
|                              | <p>1.7 Access arrangements for 555 line numbers.</p> <p><b>BellSouth Position:</b> No 555 numbers provided except 1212 which is direct trunked to DA tandem.</p> <p>1.8 Access to abbreviated dialing codes i.e. #XXX., XXX#.</p> <p><b>BellSouth Position:</b> ICB. carriers need to work jointly to implement. We believe we may have reached agreement in principle with BellSouth, however, we have not yet agreed on contractual language for this issue. Thus, we seek arbitration on this issue.</p> <p>1.9 When purchasing switching capabilities, until such time as numbering is administered by a third party, MCI requires the ability to obtain telephone numbers on-line from the ILEC, and to assign these numbers with MCI customer on-line. This includes vanity numbers. Reservation and aging of numbers remain the responsibility of the ILEC.</p> <p><b>BellSouth Position:</b> Scheduled for 4Q97. We believe we may have reached agreement in principle with BellSouth, however, we have not yet agreed on contractual language for this issue. Thus, we seek arbitration on this issue.</p> |
| <p>2.<br/>Compensation</p>   | <p>2.1 The ILEC must assign NXXs to new entrants without the imposition of charges that are not imposed upon itself.</p> <p><b>BellSouth Position:</b> We believe we may have reached agreement in principle with BellSouth, however, we have not yet agreed on contractual language for this issue. Thus, we seek arbitration on this issue.</p>   |
| <p>3. Quality of Service</p> | <p>3.1 The companies must agree on a mechanism for dealing with breaches of agreed Quality-of-Service standards.</p> <p><b>BellSouth Position:</b> We believe we may have reached agreement in principle with BellSouth, however, we have not yet agreed on contractual language for this issue. Thus, we seek arbitration on this issue.</p> <p>3.2 ILECs must load NXXs according to industry guidelines, including the terminating LATA in which the NXXs/rate center is located.</p> <p><b>BellSouth Position:</b> We believe we may have reached agreement in principle with BellSouth, however, we have not yet agreed on contractual language for this issue. Thus, we seek arbitration on this issue.</p>   |

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|------------------------------|---|
| <b>4. Information</b>        | <div data-bbox="479 178 1399 281" data-label="Text"><p>4.1 Until such time that number administration is moved to an independent third party, the ILECs must provide routine reporting on NXX availability, fill rates, and new assignments.</p></div> <div data-bbox="560 306 1391 476" data-label="Text"><p><b>BellSouth Position:</b> No routine reports are done. Status to be provided at regular planning meetings or upon request. We believe we may have reached agreement in principle with BellSouth, however, we have not yet agreed on contractual language for this issue. Thus, we seek arbitration on this issue.</p></div> <div data-bbox="479 501 1310 569" data-label="Text"><p>4.2 The ILEC's must provide detailed planning and implementation requirements for NPA-NXX splits.</p></div> <div data-bbox="560 594 1396 728" data-label="Text"><p><b>BellSouth Position:</b> No plans for NXX splits. We believe we may have reached agreement in principle with BellSouth, however, we have not yet agreed on contractual language for this issue. Thus, we seek arbitration on this issue.</p></div> |
| <b>5. Business Processes</b> | <div data-bbox="479 802 1399 905" data-label="Text"><p>5.1 Any forecasts required to be submitted prior to re-establishment of an independent national third party should be provided through an independent agent working on behalf of the local number administrator.</p></div> <div data-bbox="557 930 1373 1064" data-label="Text"><p><b>BellSouth Position:</b> We believe we may have reached agreement in principle with BellSouth, however, we have not yet agreed on contractual language for this issue. Thus, we seek arbitration on this issue.</p></div>   |

X. NON-DISCRIMINATORY ACCESS TO DATABASES AND ASSOCIATED SIGNALLING NECESSARY FOR CALL ROUTING AND CALL COMPLETION

X. NON-DISCRIMINATORY ACCESS TO DATABASES AND ASSOCIATED SIGNALING NECESSARY FOR CALL ROUTING AND CALL COMPLETION

**DEFINITION:** *There are two types of databases to which MCI requires access: 1) those that support non-call processing applications, and 2) those that support call processing applications. Examples of information stored in non-call processing databases include customer payment records and billing name and address. Examples of call processing databases include the LIDB and advanced intelligent network(AIN) databases. Signaling refers to the capability to access call processing databases using transport links and messaging protocols which are separate from the transport and switching used to complete the actual call.*

- REQUIREMENTS**
1. General Requirements
  2. Databases Required
  3. Compensation
  4. Quality of Service
  5. Business Processes
  6. AIN/IN Platform
  7. Signaling

Business Area	Requirement
1. General Requirements	<p>1.1 For unbundling, MCI requires that all databases (non-call processing and call processing ) and signaling capabilities be available for discrete purchases by MCI and priced at TSLRIC.</p> <p><b>BellSouth Position:</b> "And priced at TSLRIC" must be eliminated. We believe we may have reached agreement in principle with BellSouth, however, we have not yet agreed on contractual language for this issue. Thus, we seek arbitration on this issue.</p>
	<p>1.2 MCI should be able to designate the signaling point of interconnection for access to databases and signaling at any technically feasible point.</p> <p><b>BellSouth Position:</b> We believe we may have reached agreement in principle with BellSouth, however, we have not yet agreed on contractual language for this issue. Thus, we seek arbitration on this issue.</p>
2. Databases Required	<p>2.1 Examples of databases that MCI requires non-discriminatory access via electronic bonding include but are not limited to the following:</p> <p>LNP Database (TSLRIC)</p> <p><b>BellSouth Position:</b> Third party administrator. BellSouth does not control.</p> <p>Billing Name and Address Database (TSLRIC)</p> <p><b>BellSouth Position:</b> OBF to modify CARE process for CLECs.</p>

LIDB (TSLRIC)

**BellSouth Position:** No plans for electronic bonding.

Directory Assistance (TSLRIC)

**BellSouth Position:** No plans for electronic bonding.

Access to toll free databases (TSLRIC)

**BellSouth Position:** Only where MCI is a RESBORG.

Centrex business Group Database

**BellSouth Position:** We believe we may have reached agreement in principle with BellSouth, however, we have not yet agreed on contractual language for this issue. Thus, we seek arbitration on this issue.

Listing Services Database (TSLRIC)

**BellSouth Position:** No plans for electronic bonding.

Intercept Database

**BellSouth Position:** Before OBF. To be provided as part of local service request (LSR). Electronic bonding will be provided only if LSR becomes electronic bonded.

Operator Reference Database (TSLRIC)

**BellSouth Position:** MCI to define.

CRIS

**BellSouth Position:** No plans for electronic bonding.

Service Location Database

**BellSouth Position:** We believe we may have reached agreement in principle with BellSouth, however, we have not yet agreed on contractual language for this issue. Thus, we seek arbitration on this issue.

ALI Database for 911

**BellSouth Position:** Provided on tape today. No plans for electronic bonding.

MSAG

**BellSouth Position:** No plans for electronic bonding.

OSS Databases

**BellSouth Position:** Not available today, but currently under development.

TMN type database

**BellSouth Position:** We believe we may have reached agreement in principle with BellSouth, however, we have not yet agreed on contractual language for this issue. Thus, we seek arbitration on this issue.

Repair/Dispatch Database

**BellSouth Position:** We believe we may have reached agreement in principle with BellSouth, however, we have not yet agreed on contractual language for this issue. Thus, we seek arbitration on this issue.

Installation/Order Processing Databases

**BellSouth Position:** EDI interface currently being developed. Electronic bonding possible in 1998 at best.

Switch Network ID Database, with complete list of feature/functions by switch, NPA/NXXs, bus/res line counts, rate centers, etc.

**BellSouth Position:** Bus/res counts and rate centers will only be provided on a batch basis. We believe we may have reached agreement in principle with BellSouth, however, we have not yet agreed on contractual language for this issue. Thus, we seek arbitration on this issue.

Local Calling area database

**BellSouth Position:** Flat files only, no plans for electronic bonding.

CMDS system (TSLRIC)

**BellSouth Position:** We believe we may have reached agreement in principle with BellSouth, however, we have not yet agreed on contractual language for this issue. Thus, we seek arbitration on this issue.

Inventory Database

**BellSouth Position:** No plans for electronic bonding.

Number Assignment Database

**BellSouth Position:** Foreseeable plan is to provide MCI with pool of numbers. Electronic bonding will be provided in future. We believe we may have reached agreement in principle with BellSouth, however, we have not yet agreed on contractual language for this issue. Thus, we seek arbitration on this issue.



Usage Data

**BellSouth Position:** Daily Batch. No plans for electronic bonding.

Customer payment records

**BellSouth Position:** Will not provide.

Calling party name within the SS7 call set-up signaling protocol.

**BellSouth Position:** Clarification requested.

CLASS features

**BellSouth Position:** As part of switch network ID base. We believe we may have reached agreement in principle with BellSouth, however, we have not yet agreed on contractual language for this issue. Thus, we seek arbitration on this issue.

Emergency services database

**BellSouth Position:** No plans for electronic bonding.

Customer payment history.

**BellSouth Position:** Will not provide.

Databases containing service handling/routing information

**BellSouth Position:** We believe we may have reached agreement in principle with BellSouth, however, we have not yet agreed on contractual language for this issue. Thus, we seek arbitration on this issue.

Universe list (TSLRIC)

**BellSouth Position:** Clarification requested.

3.  
Compensation

- 3.1 Database dips resulting in a call terminating with the ILEC should not be charged to MCI.

**BellSouth Position:** Both MCI and BellSouth will charge access rates which will recover the cost of the database dips.

- 3.2 Signaling Capabilities must be priced at TSLRIC.

**BellSouth Position:** The Act requires pricing to be cost based. BellSouth does not concur that TSLRIC meets that requirement.

- 3.3 Access to all databases marked above as TSLRIC must be priced at TSLRIC.

See X.2.1.

**4. Quality of Service**

- 3.4 Access to all other databases must be provided at no charge.  
**See X.2.1.**
- 4.2 MCI database queries must receive equal priority as those of the ILEC/other companies.  
  
**BellSouth Position:** We believe we may have reached agreement in principle with BellSouth, however, we have not yet agreed on contractual language for this issue. Thus, we seek arbitration on this issue.
- 4.3 Detailed tracking of usage and call termination point for MCI queries against SCP database.  
  
**BellSouth Position:** Clarification of intent requested.
- 4.4 MCI database queries must receive equal reliability, availability and performance as that provided to the ILEC/other companies and must be at least at industry standard levels.  
  
**BellSouth Position:** As related to 800 and LIDB. We believe we may have reached agreement in principle with BellSouth, however, we have not yet agreed on contractual language for this issue. Thus, we seek arbitration on this issue.
- 4.5 The companies must agree on a mechanism for dealing with breaches of agreed Quality-of-Service standards.  
  
**BellSouth Position:** We believe we may have reached agreement in principle with BellSouth, however, we have not yet agreed on contractual language for this issue. Thus, we seek arbitration on this issue.

**5. Business Process**

- 5.1 The ILEC must continue to administer and maintain the database (including provisioning of MCI customer data as appropriate).  
  
**BellSouth Position:** Only when BellSouth is RESPORG for 800. We believe we may have reached agreement in principle with BellSouth, however, we have not yet agreed on contractual language for this issue. Thus, we seek arbitration on this issue.
- 5.2 Procedures are required for validating that information supplied by MCI is accurately provisioned in the ILEC databases.  
  
**BellSouth Position:** Provided all that is requested is use of electronic boding or current interfaces BellSouth provides to verify data. We believe we may have reached agreement in principle with BellSouth, however, we have not yet agreed on contractual language for this issue. Thus, we seek arbitration on this issue.
- 5.3 A signaling link shall consist of a 56 kps transmission path between

**6. AIN/IN Platform**

MCI designated POIs.

**BellSouth Position:** We believe we may have reached agreement in principle with BellSouth, however, we have not yet agreed on contractual language for this issue. Thus, we seek arbitration on this issue.

- 6.1 ILECs must implement AIN/IN interconnection points to fully unbundle the ILEC AIN/IN network.

**BellSouth Position:** Only as specified in 6.2 through 6.6.

- 6.2 ILEC must provide, without mediation, the following requirements using the existing SS7 signaling and AIN switch capabilities:

**BellSouth Position:** Currently cannot provide with out mediation. Will investigate if this can be provided in future.

- 6.2.1 Exchange of AIN TCAP messages between ILEC Service Switching Point (SSP) and MCI Service Control Point (SCP).

**BellSouth Position:** Currently cannot provide with out mediation. Will investigate if this can be provided in future.

- 6.2.2 Provisioning of ILEC triggers in the ILEC network and access of all triggers currently available to the ILEC for offering AIN-based services that are at least equivalent to the ILEC's own capabilities using SS7 TCAP messages.

**BellSouth Position:** Currently cannot provide with out mediation. Will investigate if this can be provided in future.

- 6.2.3 Service Creation and Service Management - The ILEC must provide MCI with access to ILEC service creation and services management platforms for MCI to create and provision services for its customers.

**BellSouth Position:** Currently cannot provide with out mediation. Will investigate if this can be provided in future.

- 6.3 IILC (Information Industry Liaison Committee) Issue #026 defines additional interconnection points needed to fully unbundle the ILEC's AIN/IN network. Some of the interconnection points specified in Issue #026 are not available at this time and warrant further study. The ILEC will work cooperatively to ensure agreement to and implementation of these interconnection points by May 1998.

**BellSouth Position:** Will cooperate with IILC for earliest feasibility, but not necessarily 5/98.

- 6.4 ILEC is required to work technical feasibility of these remaining interconnection points in an established industry technical forum that operates under due process and is focused on implementation.

**BellSouth Position:** We believe we may have reached agreement in principle with BellSouth, however, we have not yet agreed on contractual language for this issue. Thus, we seek arbitration on this issue.

- 6.5 Except in situations where it can be unequivocally substantiated, mediation will not be required.

**BellSouth Position:** Disagree

- 6.6 Where the need for mediation is unequivocally substantiated it must be competitively neutral and should be included in the study effort referred to above.

**BellSouth Position:** Exactly BellSouth's situation. However, BellSouth has not unequivocally substantiated the need for mediation.

7. Signaling

See Signaling in section I - Interconnection

## XI. LNP, ILNP, VIA RCF, DID OR OTHER ARRANGEMENTS

*DEFINITION: The three categories of number portability are: service portability; geographic portability; and, most important to MCI at this time, provider portability. For purposes of meeting the checklist requirements in the statute MCI requires provider portability be implemented.*

*Provider Portability is the ability of users of telecommunications services to retain , at the same location, existing telecommunication numbers without impairment of quality, reliability or convenience when switching from one telecommunications carrier to another .*

- REQUIREMENTS**
1. General Requirements
  2. Compensation
  3. Quality of Service
  4. Information
  5. Business Processes

Business Area	Requirement
1. General Requirements	<p>1.1 Immediate implementation of interim solutions to permit customers to change to MCI without changing their telephone numbers. Such interim solutions would include Remote Call Forwarding (RCF), Flexible DID, or Route Indexing. These solutions must be offered in a manner that results in no impairment of functioning, quality, reliability or convenience. DID must be provided with SS7.</p> <p><b>BellSouth Position:</b> RCF and FDID have known limitations.</p>
	<p>1.2 Commit to deployment of Local Routing Number (LRN) database solution for LNP by 9/1/97. After 9/1/97, ILEC should assume ALL costs of providing RCF, Flex DID and Route Indexing. ILEC should provide detailed progress reports on its implementation plans for LRN. They should provide detailed conversion schedules by end office for implementation of LNP/LRN.</p> <p><b>BellSouth Position:</b> Industry issue, cannot be decided MCI/BellSouth. Problem with BellSouth assuming all costs of iLNP after 9/1/97.</p>
2. Compensation	<p>2.1 Establishment of competitively neutral cost recovery for RCF/DID/RI to ensure that the costs of LNP and ILNP are shared by all carriers, not just the new market entrants. Such competitive neutral solutions would NOT include the imposition of retail rates on RCF/DID/RI solutions, the imposition of NRCs on the installation, or the levying of incremental path charges.</p> <p><b>BellSouth Position:</b> LNP not applicable. Price for iLNP should be cost based.</p>

	<p>2.2 MCI is entitled to the terminating access charges associated with calls terminating to ported numbers assigned to its subscribers (whether via ILNP or LNP)</p> <p><b>BellSouth Position:</b> Established in interim agreement. We believe we may have reached agreement in principle with BellSouth, however, we have not yet agreed on contractual language for this issue. Thus, we seek arbitration on this issue.</p> <p>2.3 Recovery of database solution costs on a competitively neutral basis. Each carrier will be responsible for recovery of its own internal network implementation costs. NPAC/SMS costs will be recovered through a combination of: 1) charges for download broadcasts, priced at incremental costs, to all entities connecting to the NPAC/SMS; and 2) all other costs recovered by participating carriers in the portability area, apportioned in a competitively neutral manner, e.g., based on each carriers share of total access lines in the portability area.</p> <p><b>BellSouth Position:</b> Industry issue. Cannot be decided BellSouth/MCI.</p>
<p><b>3. Quality of Service</b></p>	<p>3.1 The companies must agree on a mechanism for dealing with breaches of agreed Quality-of-Service standards.</p> <p><b>BellSouth Position:</b> We believe we may have reached agreement in principle with BellSouth, however, we have not yet agreed on contractual language for this issue. Thus, we seek arbitration on this issue.</p> <p>3.2 For both LNP and ILNP the quality of service, features and functionality of the calls to the ported numbers should be identical to the quality of service of the calls to the non-porting numbers. Capabilities must include, but should not be limited to, the ability to receive collect calls and bill to third party numbers, provision of intercept announcements upon disconnect.</p> <p><b>BellSouth Position:</b> iLNP solutions have known limitations.</p>
<p><b>4. Information</b></p>	<p>4.1 The format of the data required for interim Local Number Portability must be provided to MCI.</p> <p><b>BellSouth Position:</b> We believe we may have reached agreement in principle with BellSouth, however, we have not yet agreed on contractual language for this issue. Thus, we seek arbitration on this issue.</p>

**5. Business Processes**

- 5.1 Update OSS, Network, Customer Care, Repair, Billing, CMDS, ALI, LIDB, 411 databases and CARE and other administrative systems to accommodate LNP and ILNP and properly identify the carrier serving the customer with a ported number.

**BellSouth Position:** Can not concur on LNP requirements. Further research on CMDS being done.

- 5.2 The LSR must be used to communicate all ILNP requests.

**BellSouth Position:** We believe we may have reached agreement in principle with BellSouth, however, we have not yet agreed on contractual language for this issue. Thus, we seek arbitration on this issue.

- 5.3 Individual RCF implementation should be completed within 2 days.

**BellSouth Position:** Can not concur when combined with loop install, else 2 days from when BellSouth receives order.

**XII. NON-DISCRIMINATORY ACCESS TO SUCH SERVICES OR INFORMATION  
NECESSARY TO ALLOW REQUESTING CARRIER TO IMPLEMENT  
DIALING PARITY**

**DEFINITION:** *The duty to provide dialing parity to competing provider of telephone exchange services and telephone toll service and the duty to permit all such providers to have non-discriminatory access to telephone numbers, operator services, directory assistance, and directory listing with no unreasonable dialing delays.*

- REQUIREMENTS**
1. Intralata External Issues
  2. General Issues Requirements
  3. Compensation

Business Area	Requirement
1. Intralata External Issues	1.1 ILECs should provide dialing parity for intraLATA toll, operator assisted and directory assistance calls  <b>BellSouth Position:</b> Assumes MCI is using ULS or resale. We believe we may have reached agreement in principle with BellSouth, however, we have not yet agreed on contractual language for this issue. Thus, we seek arbitration on this issue.
	1.2 Full 2-PIC technology must be deployed on an end-office basis to allow for intraLATA dialing parity and presubscription (toll equal access)  <b>BellSouth Position:</b> Will not implement until they get into LD except for the states grandfather by the Act (KY, FL and GA).
2. General Requirements	2.1 Any end user should be able to access MCI's network for services using the same dialing protocol that the end user would use to access the same service on the ILEC network  <b>BellSouth Position:</b> NII and abbreviated dialing need to be evaluated further.
	2.2 ILEC must provide routine reporting on local dialing plans by switch type and end office and identify any scheduled changes  <b>BellSouth Position:</b> Will provide reports as needed. We believe we may have reached agreement in principle with BellSouth, however, we have not yet agreed on contractual language for this issue. Thus, we seek arbitration on this issue.
	2.3 See Section IX for Directory Assistance requirements.
	2.4 See Section X for Directory Listings requirements.



3.  
Compensation

2.5 Equivalent number allocation

**BellSouth Position:** We believe we may have reached agreement in principle with BellSouth, however, we have not yet agreed on contractual language for this issue. Thus, we seek arbitration on this issue.

2.6 Equivalent call set up/call processing times

**BellSouth Position:** Only for BellSouth's portion of the call and not for RCF.

2.7 Dialing delays no longer than that experienced by ILEC's own customer for processing calls on the ILEC network.

**BellSouth Position:** Only for BellSouth's portion of the call and not for RCF.

2.8 The ILEC must agree to continue their Casual Billing Service once existing agreements expire.

**BellSouth Position:** Willing to negotiate a reciprocal agreement. We believe we may have reached agreement in principle with BellSouth, however, we have not yet agreed on contractual language for this issue. Thus, we seek arbitration on this issue.

3.1 Implementation costs of 2-PIC technology must be shared by all intraLATA toll providers including the ILECs.

**BellSouth Position:** Controlled by State PSC.

3.2 Cost recovery should mirror the FCC cost recovery guidelines for interLATA equal access as described in the Code of Federal Regulations.

**BellSouth Position:** Controlled by State PSC.

3.3 The costs should be recovered over a 8 year period.

**BellSouth Position:** Controlled by State PSC.

3.4 The costs should be tracked and evaluated prior to the end of the cost recovery period.

**BellSouth Position:** Controlled by State PSC.

## XIII. RECIPROCAL COMPENSATION ARRANGEMENTS

**DEFINITION:** *Compensation arrangements established between interconnecting co-carriers for the exchange of telecommunication services on a mutual, reciprocal and procompetitive basis.*

- REQUIREMENTS**
1. Local Service/Mutual Traffic Exchange
  2. Cost Basis

Business Area	Requirement
1. Local Service/Mutual Traffic Exchange	<p>1.1 All ILEC's have the duty to provide reciprocal compensation arrangements for the transport and termination of telecommunications between interconnecting co-carriers. In order to implement this requirement in the most efficient manner, the specifically recognized option of "Mutual Traffic Exchange" (AKA "bill and keep") should be implemented immediately. This option will ensure that compensation will be mutual, reciprocal and symmetrical.</p> <p><b>BellSouth Position:</b> As outlined in interim agreement.</p>
	<p>1.2 Each carrier will be responsible for originating/terminating traffic to/from the meet point (POI) with the other carrier. No monetary charges made by either carrier for the termination of traffic for other carriers. Rather, each carrier will be compensated "in kind" by having its traffic terminated on the other carriers' networks.</p> <p><b>BellSouth Position:</b> As outlined in interim agreement. We believe we may have reached agreement in principle with BellSouth, however, we have not yet agreed on contractual language for this issue. Thus, we seek arbitration on this issue.</p>
2. Cost Basis	<p>2.1 If a situation develops where traffic flows are persistently out of balance there may be a requirement to replace mutual traffic exchanges with an explicit compensation rate. In this situation the rate must:</p> <p><b>BellSouth Position:</b> Does not apply under interim agreement. We believe we may have reached agreement in principle with BellSouth, however, we have not yet agreed on contractual language for this issue. Thus, we seek arbitration on this issue.</p>
	<p>2.2 Be priced at TSLRIC incurred by the ILEC.</p> <p><b>BellSouth Position:</b> Tariffed access charges should apply.</p>
	<p>2.3 In no case be greater than the cost the ILEC imputes to its services for the transport and termination of its own telecommunications services</p> <p><b>BellSouth Position:</b> Does not input its rates.</p>

- 2.4 Be unitary, mutual, reciprocal and uniform between carriers.

**BellSouth Position:** We believe we may have reached agreement in principle with BellSouth, however, we have not yet agreed on contractual language for this issue. Thus, we seek arbitration on this issue.

- 2.5 Be independent of the switch type involved in terminating the call.

**BellSouth Position:** We believe we may have reached agreement in principle with BellSouth, however, we have not yet agreed on contractual language for this issue. Thus, we seek arbitration on this issue.

- 2.6 Have no transport mileage element.

**BellSouth Position:** We believe we may have reached agreement in principle with BellSouth, however, we have not yet agreed on contractual language for this issue. Thus, we seek arbitration on this issue.

## XIV. RESALE

**DEFINITION:** *The provision to another carrier at wholesale rates of any telecommunications service that the ILEC provides at retail to subscribers who are not telecommunications carriers and that the carrier may resell to subscribers.*

- REQUIREMENTS**
1. General Requirements
  2. Compensation
  3. Quality of Service
  4. Information
  5. Business Processes
    - 5.1 Order Processing
    - 5.2 Provisioning & Installation
    - 5.3 Trouble Resolution, Maintenance & Customer Care
    - 5.4 Billing
  6. Carrier Selection
    - 6.1 Inter and IntraLATA PIC
    - 6.2 Local Carrier Selection

Business Area	Requirement
<b>1. General Requirements:</b>	<p>1.1 All services offered to end-users of the ILEC must be available for resale by MCI.</p> <p><b>BellSouth Position:</b> Excluded from resale are: grandfathered services, promotional and trial retail offerings, lifeline, link-up, contract arrangements, installment billing options, 911 and E911, interconnection for mobile service providers, legislatively or administratively mandated discounts and discounted services to meet competitive situations.</p>
	<p>1.2 Every retail service rate, including promotions, discounts and option plans, must have a corresponding wholesale rate.</p> <p><b>BellSouth Position:</b> See XIV.1.1.</p>
	<p>1.3 No conditions may be placed on the resale of any retail service except for the single provision within the Act which allows a state commission to restrict resale between certain categories of subscribers. Sec. 251(c)(4)(B).</p> <p><b>BellSouth Position:</b> See XIV.1.1.</p>
	<p>1.4 MCI requires that the existing databases and signaling supporting the retail service continue to be provided as part of the wholesale service.</p> <p><b>BellSouth Position:</b> We believe we may have reached agreement in principle with BellSouth, however, we have not yet agreed on contractual language for this issue. Thus, we seek arbitration on this issue.</p>
	<p>1.5 All retail services offered to end users, including but not limited to, contract and tariffed services must be offered for resale and should include but not be limited to:</p>

Voice, data, video and imaging

Local exchange services as defined already in rules, including 1-MB, 1MR, 1FB and 1FR custom calling features, including all CLASS services

Promotions, optional calling plans, special pricing plans, etc.

Calling card

Directory (including white and yellow page) services

Operator services

ISDN BRI and PRI

Trunk services (flat-rated and measured) including all types of PBX trunks

IntraLATA toll

Public access line service and semi-public coin telephone service

Foreign exchange services

Call blocking services (part of Basic Local Exchange)

Centrex and all feature Packages

Voice messaging, video dialtone

Any combination of packages

**BellSouth Position:** See XIV.1.1.

- 1.6 If the ILEC still sells a service to any end users under grandfathered arrangements, they must make it available for resale at wholesale rates to those end users.. If a service withdrawn from certain customers remains available to some customers, it must be made available for resale.

**BellSouth Position:** See XIV.1.1.

- 1.7 The ILEC must agree to a minimum notice period for changes/introduction/ discontinuation of services so that resellers have an opportunity to make the necessary modifications to their ordering, billing and customer service systems, and so that they can provide sufficient customer notification regarding any changes.

**BellSouth Position:** We believe we may have reached agreement in principle with BellSouth, however, we have not yet agreed on contractual language for this issue. Thus, we seek arbitration on this issue.

- 1.8 "Trial" products must be available to resellers, and resellers (and their customers) should be able to participate in trials.

**BellSouth Position:** See XIV.1.1.

- 1.9 There should be no prohibition on how MCI can combine resold wholesale services with other network elements to create new services.

**BellSouth Position:** Joint marketing is prohibited and MCI must comply with BellSouth's retail tariff restrictions. We believe we may have reached agreement in principle with BellSouth, however, we have not yet agreed on contractual language for this issue. Thus, we seek arbitration on this issue.

- 1.10 MCI preserves the right to determine whether it purchases unbundled network element vs. resold service.

**BellSouth Position:** We believe we may have reached agreement in principle with BellSouth, however, we have not yet agreed on contractual language for this issue. Thus, we seek arbitration on this issue.

- 1.11 Carrier specific branding should be available on all points of customer-contact (e.g., directory assistance, intercept tapes, customer service centers, repair, etc.)

**BellSouth Position:** Not currently available. Will evaluate for future.

- 1.12 ILEC must allow MCI, when purchasing wholesale service, to utilize unbundled signaling links for connection to the interconnecting carrier's IN and AIN platforms.

**BellSouth Position:** Can not provide today. Will evaluate if and when it becomes feasible.

- 1.13 ILEC must agree not to make modifications to individual MCI resold lines/accounts unless authorized by MCI (excluding change of carrier)

**BellSouth Position:** We believe we may have reached agreement in principle with BellSouth, however, we have not yet agreed on contractual language for this issue. Thus, we seek arbitration on this issue.

- 1.14 MCI's local customers be able to retain their existing ILEC provided telephone number without loss of feature capability and ancillary services such as, but not exclusively: DA, 911/E911 capability. Both MCI and the ILEC will work cooperatively on exceptions.

**BellSouth Position:** Will not retain number if account is delinquent. We believe we may have reached agreement in principle with BellSouth, however, we have not yet agreed on contractual language for this issue.

Thus, we seek arbitration on this issue.

- 1.15 ANI over T1 functionality must be made available.

**BellSouth Position:** Further evaluation is needed.

## 2. Compensation:

- 2.1 The Wholesale price for each retail service must be determined based on the costs the ILEC will avoid when the service is resold.

**BellSouth Position:** We believe we may have reached agreement in principle with BellSouth, however, we have not yet agreed on contractual language for this issue. Thus, we seek arbitration on this issue.

- 2.2 Local carrier change charge no greater than TSLRIC and in no event should it be at such a level as to create a barrier to customer choice.

**BellSouth Position:** Priced at retail. Avoided costs allocated to recurring charges.

- 2.3 The differential between wholesale and retail rates must apply to retailers promotions.

**BellSouth Position:** See XIV.1.1.

- 2.4 The avoided cost differential between the retail and wholesale rates must be the same, in percentage terms, across all rate elements, features and functions.

**BellSouth Position:** Should be by class of service (business/residential) and does not apply to non-recurring charges. We believe we may have reached agreement in principle with BellSouth, however, we have not yet agreed on contractual language for this issue. Thus, we seek arbitration on this issue.

- 2.5 In cases where a wholesale service is not equal in all respects to the retail service, an additional discount shall apply to compensate for the lack of equality.

**BellSouth Position:** Not applicable

- 2.6 The differential between wholesale and retail rates must be reviewed/adjusted on an annual basis.

**BellSouth Position:** No change during life of agreement.

- 2.7 ILECs must produce cost studies within specified timeframe as part of good faith negotiations.

**BellSouth Position:** NDA required for cost study review.

- 2.8 Non discriminatory cost based term discounts should be available.

**BellSouth Position:** Not planning on offering term and volume

discounts.

- 2.9 Non discriminatory cost based volume discounts should be available.

**BellSouth Position:** Not planning on offering term and volume discounts.

- 2.10 Commitment for term and volume discounts should be based on revenue rather than line count.

**BellSouth Position:** Not planning on offering term and volume discounts.

- 2.11 Commitment for term and volume discounts should be region-wide (rather than state-wide).

**BellSouth Position:** Not planning on offering term and volume discounts.

- 2.12 Commitment should be able to be met either through revenues driven by resold facilities OR unbundled facilities.

**BellSouth Position:** Not planning on offering term and volume discounts.

- 2.13 Discount should apply to SLC (without impacting the CCL).

**BellSouth Position:** FCC Rules do not permit.

- 2.14 Take-or-Pay penalties are unacceptable. In the event a carrier doesn't meet their volume commitment, their discount should be re-calculated retroactively using the tier in which their performance falls.

**BellSouth Position:** Not planning to offer term and volume discounts.

- 2.15 Wholesale rates must be tariffed.

**BellSouth Position:** Contracts do not need to be tariffed, just filed.

- 2.16 Installation charges should be based on avoided costs.

**BellSouth Position:** See XIV.2.2.

- 2.17 There must be no charge for incomplete call attempts.

**BellSouth Position:** We believe we may have reached agreement in principle with BellSouth, however, we have not yet agreed on contractual language for this issue. Thus, we seek arbitration on this issue.

### 3. Quality of Service:

- 3.1 The companies must agree on a mechanism for dealing with breaches of agreed Quality-of-Service standards.

**BellSouth Position:** We believe we may have reached agreement in



principle with BellSouth, however, we have not yet agreed on contractual language for this issue. Thus, we seek arbitration on this issue.

- 3.2 Installation intervals must be established that ensure that service can be installed to customers of the reseller in the same timeframe as the ILEC provides services to its own customers, as measured from date of customer order to date of customer delivery.

**BellSouth Position:** As measured from date of MCI order to date of customer delivery. We believe we may have reached agreement in principle with BellSouth, however, we have not yet agreed on contractual language for this issue. Thus, we seek arbitration on this issue.

- 3.3 ILEC may not provide service inferior to that which it provides its customers, as demonstrated through new comparative reports (ILEC direct sale vs. MCI resale vs. "all other CLEC" resale) on ILEC service performance (install interval, outage frequency and duration, etc.).

**BellSouth Position:** Not planning on implementing reports, but will work cooperatively to confirm parity.

- 3.4 Ongoing maintenance practices on resold services shall equal the practices employed by the ILEC in support of their retail services.

**BellSouth Position:** We believe we may have reached agreement in principle with BellSouth, however, we have not yet agreed on contractual language for this issue. Thus, we seek arbitration on this issue.

- 3.5 There should be no impact to the access network as a result of the establishment of resale arrangements.

**BellSouth Position:** We believe we may have reached agreement in principle with BellSouth, however, we have not yet agreed on contractual language for this issue. Thus, we seek arbitration on this issue.

#### 4. Information

- 4.1 The ILEC must be required to provide the agreements they have made with other CLECs and with its own affiliates.

**BellSouth Position:** We believe we may have reached agreement in principle with BellSouth, however, we have not yet agreed on contractual language for this issue. Thus, we seek arbitration on this issue.

- 4.2 The ILEC must identify service, feature and product availability for all products at end office level or at a finer level of granularity if availability varies at such a level. Specific examples include, but are not limited to Centrex availability. A definition/explanation of ordering and provisioning requirements is also required.

**BellSouth Position:** We believe we may have reached agreement in principle with BellSouth, however, we have not yet agreed on contractual language for this issue. Thus, we seek arbitration on this issue.

## 5. Business Processes

- 4.3 Information in 4.2 must be real time and provided on-line.

**BellSouth Position:** Not initially. Provide as part of electronic bonding. We believe we may have reached agreement in principle with BellSouth, however, we have not yet agreed on contractual language for this issue. Thus, we seek arbitration on this issue.

### 5.1 Ordering

- 5.1.1 Dedicated CLEC service center, available 7 days X 24 hours which must be required to meet rigorous service/quality/performance standards

**BellSouth Position:** Normal Business hours.

- 5.1.2 Ability for MCI to order local carrier selection and interLATA and intraLATA PICS on a unified order

**BellSouth Position:** We believe we may have reached agreement in principle with BellSouth, however, we have not yet agreed on contractual language for this issue. Thus, we seek arbitration on this issue.

- 5.1.3 No requirement for a signed LOA in order to process an order.

**BellSouth Position:** Requires proper authorization (including 3rd party verification). We believe we may have reached agreement in principle with BellSouth, however, we have not yet agreed on contractual language for this issue. Thus, we seek arbitration on this issue.

- 5.1.4 Confirmation of the installation/change processed to MCI. In addition, customers must have a mechanism for confirming their carrier similar to the 700 number utilized by interexchange carriers.

**BellSouth Position:** No plans to implement 700 feature.

- 5.1.5 That the ILEC provide at the time of order completion notification of the local features/products/services/elements/combinations that were provisioned for all MCI local customers. This applies to all types of service orders and all elements. MCI requires the ILEC provide any customer status which qualifies the customer for a special service (e.g. DA exempt, lifeline, etc.)

**BellSouth Position:** Will not provide CSR without LOA. However, will connect service "as is."

- 5.1.6 On-line access to CRIS and routine reconciliation between CRIS records and MCI customer records should be established.

**BellSouth Position:** Not currently planning to offer.

- 5.1.7 Access should be provided to telephone line number and loop assignment system(s).

**BellSouth Position:** Plans to provide pools of numbers. Cost recovery still an issue.

- 5.1.8 MCI must have the ability to reserve ANIs real time, via access to the telephone line number (TLN) and card assignment system(s) and line information data base (LIDB).

**BellSouth Position:** Will have file transfer capability by 10/15/96 and will have full electronic interface by 4/1/97. Will issue calling card to MCI. MCI's access to card assignment systems is not applicable. Plans to provide pools of numbers. Cost recovery still an issue. We believe we may have reached agreement in principle with BellSouth, however, we have not yet agreed on contractual language for this issue. Thus, we seek arbitration on this issue.

- 5.1.9 Access to system(s) that provide the list of interexchange carrier (IXC) primary interexchange carrier (PIC) choices.

**BellSouth Position:** File transfer today. Enhancements being made to provide gateway. We believe we may have reached agreement in principle with BellSouth, however, we have not yet agreed on contractual language for this issue. Thus, we seek arbitration on this issue.

- 5.1.10 Access to system(s) that provide the existing customer service and equipment record when a change has been authorized

**BellSouth Position:** FAX today. Mechanized process in development. We believe we may have reached agreement in principle with BellSouth, however, we have not yet agreed on contractual language for this issue. Thus, we seek arbitration on this issue.

- 5.1.11 Automated interfaces for service order confirmation, including:

ANI confirmation

All services should be transferred to the resellers - transparent to the customer, especially card

Directory update

Features update

Essential Service Line (ESL)

MCI ability to block, suspend, and restore end-user access

Confirm receipt

Verify install date/features/directory listing

Exception reporting to highlight missed service installs

InterLATA and intraLATA toll PIC changes or selections

Account Maintenance (moves/changes)

**BellSouth Position:** ESL not provided. Exception reporting not provided in order confirmation, but at time exception occurs.

## 5.2 Provisioning & Installation

- 5.2.1 Automated interfaces shall be provided into a centralized operations support systems data base for completion confirmation.

**BellSouth Position:** Abbreviated version to be initially available. EDI process to be used. We believe we may have reached agreement in principle with BellSouth, however, we have not yet agreed on contractual language for this issue. Thus, we seek arbitration on this issue.

- 5.2.2 Establishment of service resale shall not result in any disruption to the customer's service.

**BellSouth Position:** We believe we may have reached agreement in principle with BellSouth, however, we have not yet agreed on contractual language for this issue. Thus, we seek arbitration on this issue.

- 5.2.3 The ILEC is responsible for rerouting long distance and intraLATA toll traffic to the PIC carriers concurrent with fulfillment of the resale service order.

**BellSouth Position:** We believe we may have reached agreement in principle with BellSouth, however, we have not yet agreed on contractual language for this issue. Thus, we seek arbitration on this issue.

### 5.3 Trouble Resolution, Maintenance & Customer Care

- 5.3.1 Automated read and write access to ILEC maintenance and trouble report systems. Access must be via an electronic interface real-time and on a first come first serve basis. Such systems must monitor and report on the integrity of the ILEC network, isolate troubles and initiate repair operations, and generate maintenance and repair notices that impact any end user's ability to complete calls.

**BellSouth Position:** Gateway provided for trouble reporting and maintenance, but not read and write access. Can not monitor and report on integrity, only track status of input trouble reports.

- 5.3.2 The ILEC must develop a process to identify the carrier for each resold service and establish appropriate intercompany referral processes.

**BellSouth Position:** We believe we may have reached agreement in principle with BellSouth, however, we have not yet agreed on contractual language for this issue. Thus, we seek arbitration on this issue.

- 5.3.3 The ILEC must initiate exception reporting which communicates both planned and unplanned outages and restorals to MCI.

**BellSouth Position:** Under review.

- 5.3.4 Dedicated service centers must be established to handle service issues, escalations, resolution of billing issues and other administrative problems. Automated interfaces shall be provided into a centralized customer support systems data bases for access to services and features

purchased from ILEC and credit history of converting end users.

**BellSouth Position:** No plans to centralize service center specifically for resale. Credit history will not be provided.

- 5.3.5 Automated interfaces shall be provided into a centralized operations support systems data base for field dispatch scheduling (in order to schedule appointments with end users), status of repairs and confirmation of repair completion. The mean time to repair resold services shall be no greater than the mean time to repair reported by the ILEC for its retail customers.

**BellSouth Position:** For comparable troubles. We believe we may have reached agreement in principle with BellSouth, however, we have not yet agreed on contractual language for this issue. Thus, we seek arbitration on this issue.

- 5.3.6 All customers must be able to continue the established local dialing protocol to access the repair center of their local service provider. Upon dialing "611" (where available) the customer should be presented with a non-branded menu that requests the customer input their telephone number. Once the telephone number is provided, the customer would be transferred to the repair center of their local service provider. In the near term while the ILEC receives a repair call from an MCI customer, it should be received unbranded and transferred to the appropriate MCI repair center.

**BellSouth Position:** BellSouth branded and will provide referral number but will not transfer.

- 5.3.7 The ILEC must make available an inside wiring maintenance option.

**BellSouth Position:** We believe we may have reached agreement in principle with BellSouth, however, we have not yet agreed on contractual language for this issue. Thus, we seek arbitration on this issue.

## 5.4 Billing

### 5.4.1. Wholesale ILEC Billing

- 5.4.1.1 The underlying network provider is the appropriate recipient of all access charges, and should be responsible for directly billing the IXC's for the access related to interexchange calls generated by resold customers.

**BellSouth Position:** We believe we may have reached agreement in principle with BellSouth, however, we have not yet agreed on contractual language for this issue. Thus, we seek arbitration on this issue.

- 5.4.1.2 Monthly invoices must be presented in a Carrier Access Billing Systems like(CABS) format in order to facilitate standard industry auditing

practices. Other requirements include:

**BellSouth Position:** CRIS format only.

- 5.4.1.3 The ILEC will not bill MCI's end users for any recurring or non-recurring charges. MCI will be billed for all charges associated with MCI wholesale accounts.

**BellSouth Position:** Except yellow pages. We believe we may have reached agreement in principle with BellSouth, however, we have not yet agreed on contractual language for this issue. Thus, we seek arbitration on this issue.

**5.4.2 MCI End User Local Billing**

- 5.4.2.1 Daily receipt of local usage at the call detail level in standard EMR/EMI industry format.

**BellSouth Position:** For additional fee and not including flat rate services.

- 5.4.2.2 Access to Bellcore CMDS in and out-collect process for inter-region alternately billed messages via a CMDS sponsor

**BellSouth Position:** We believe we may have reached agreement in principle with BellSouth, however, we have not yet agreed on contractual language for this issue. Thus, we seek arbitration on this issue.

- 5.4.2.3 Access to in and out-collect process for intra-region alternately billed messages via the appropriate Bellcore Client Company

**BellSouth Position:** We believe we may have reached agreement in principle with BellSouth, however, we have not yet agreed on contractual language for this issue. Thus, we seek arbitration on this issue.

- 5.4.2.4 Long term neutral third party in and out-collect process for inter and intra-region alternately billed messages

**BellSouth Position:** Industry to decide.

- 5.4.2.5 Information on customer's selection of billing method, special language billing, etc. is required

**BellSouth Position:** Will provide on initial CSR. We believe we may have reached agreement in principle with BellSouth, however, we have not yet agreed on contractual language for this issue. Thus, we seek arbitration on this issue.

- 5.4.2.6 Billing data must be provided to MCI by the ILEC on a daily basis. The usage must be no older than that used in the ILECs own billing system.

**BellSouth Position:** We believe we may have reached agreement in

principle with BellSouth, however, we have not yet agreed on contractual language for this issue. Thus, we seek arbitration on this issue.

#### 5.4.3 MCI End User Long Distance Billing

- 5.4.3.1 The ILEC must return EMI records to IXC's with the OBF standard message reject code which indicates that the ILEC no longer serves the end user and which includes the OCN/Local Service Provider ID of the new LEC/reseller serving the end user.

**BellSouth Position:** We believe we may have reached agreement in principle with BellSouth, however, we have not yet agreed on contractual language for this issue. Thus, we seek arbitration on this issue.

- 5.4.3.2 The ILEC must exchange telephone number line level detail with IXC's for all resold numbers regardless of IXC PIC.

**BellSouth Position:** Issue being addressed by OBF. BellSouth will work cooperatively to implement OBF recommendation and to implement a mutually agreeable interim solution with MCI. We believe we may have reached agreement in principle with BellSouth, however, we have not yet agreed on contractual language for this issue. Thus, we seek arbitration on this issue.

- 5.4.3.3 ILEC's must provide BNA via industry standard record exchanges (e.g., EMI, CARE)

**BellSouth Position:** MCI to investigate.

- 5.4.3.4 Billing data must be provided to MCI by the ILEC on a daily basis. The usage information must be no older than that used in the ILEC's own billing system.

**BellSouth Position:** For an additional charge. We believe we may have reached agreement in principle with BellSouth, however, we have not yet agreed on contractual language for this issue. Thus, we seek arbitration on this issue.

## 6. Carrier Selection

### 6.1 Inter and IntraLATA PIC

- 6.1.1 The LEC should implement electronic bonding with the IXC's for IXC PIC processing, providing real-time processing of presubscription orders directly by the IXC, via a gateway, into the LEC's switch within 15-30 minutes.

**BellSouth Position:** We believe we may have reached agreement in principle with BellSouth, however, we have not yet agreed on contractual language for this issue. Thus, we seek arbitration on this issue.

- 6.1.2 When a CLEC resells local services (becomes the end-user's local service

provider), the LEC shall continue to provide PIC processing as described in 6.1.1 above.

**BellSouth Position:** We believe we may have reached agreement in principle with BellSouth, however, we have not yet agreed on contractual language for this issue. Thus, we seek arbitration on this issue.

- 6.1.3 End-user of a LEC changes IXC (all key process steps have been included for clarification):

**IXC requests change:** the LEC must provide confirmation of activation of the PIC change to the new IXC, together with BNA.

**LEC initiates change:** the LEC must provide confirmation of activation of the PIC change to the new IXC, together with BNA.

**BellSouth Position:** Current practice. We believe we may have reached agreement in principle with BellSouth, however, we have not yet agreed on contractual language for this issue. Thus, we seek arbitration on this issue.

- 6.1.4 End user of a CLEC changes IXC (all key process steps have been included for clarification):

**IXC requests change:** the LEC must provide confirmation of activation of the PIC change to the new IXC together with OCN of the CLEC (The IXC will obtain the BNA from the CLEC).

**CLEC requests change:** The CLEC requests that the LEC makes the IXC change, the LEC returns confirmation of activation to the CLEC, the CLEC must provide confirmation of the change to the new IXC together with BNA.

**BellSouth Position:** Being address at OBF. We believe we may have reached agreement in principle with BellSouth, however, we have not yet agreed on contractual language for this issue. Thus, we seek arbitration on this issue.

- 6.1.5 A third party should be designated to provide auditing of actual PIC processing performance by the LEC.

**BellSouth Position:** Industry issue.

- 6.1.6 Only the IXC or the customer's local service provider can change the customer's IXC PIC.

**BellSouth Position:** We believe we may have reached agreement in principle with BellSouth, however, we have not yet agreed on contractual language for this issue. Thus, we seek arbitration on this issue.

- 6.1.7 All LECs/CLECs must provide account maintenance (CARE) processing



to IXCs.

**BellSouth Position:** We believe we may have reached agreement in principle with BellSouth, however, we have not yet agreed on contractual language for this issue. Thus, we seek arbitration on this issue.

6.1.8 The IXC data must be considered proprietary and protected.

**BellSouth Position:** We believe we may have reached agreement in principle with BellSouth, however, we have not yet agreed on contractual language for this issue. Thus, we seek arbitration on this issue.

6.1.9 The current FCC customer verification process for IXC PIC must be continued.

**BellSouth Position:** We believe we may have reached agreement in principle with BellSouth, however, we have not yet agreed on contractual language for this issue. Thus, we seek arbitration on this issue.

6.1.10 The new local service provider must appropriately notify the old and new IXC of the IXC PIC. This should be accomplished through new CARE records.

**BellSouth Position:** BellSouth will do so automatically. We believe we may have reached agreement in principle with BellSouth, however, we have not yet agreed on contractual language for this issue. Thus, we seek arbitration on this issue.

6.1.11 The LEC must agree to benchmark performance standards for PIC processing and provide routine reporting to measure install intervals, rejects, and other criteria.

**BellSouth Position:** We believe we may have reached agreement in principle with BellSouth, however, we have not yet agreed on contractual language for this issue. Thus, we seek arbitration on this issue.

## 6.2 Local Carrier Selection

6.2.1 The ILEC should implement voice response unit mechanisms to advise customers of the availability of services from other entrants, and their business office reps should be provided scripts on how to handle inquiries regarding local competitors in a manner that is non-disparaging and non-discriminatory.

**BellSouth Position:** Will not provide voice response units. Will train reps to refer customers wanting MCI to MCI.

6.2.2 In the event the VRU is by-passed, the ILEC should not take orders in their business office for MCI, but instead should transfer all calls to MCI's business office.

**BellSouth Position:** Will not provide voice response units. Will train

reps to refer customers wanting MCI to MCI.

- 6.2.3 Any "warm-line" arrangements that the ILEC have installed for new customers should terminate at a neutral recording that advises the customer of the available choices for local service.

**BellSouth Position:** May consider warm-line in future.

- 6.2.4 Only the new provider can issue a connect order to ILEC.

**BellSouth Position:** We believe we may have reached agreement in principle with BellSouth, however, we have not yet agreed on contractual language for this issue. Thus, we seek arbitration on this issue.

- 6.2.5 Although the former local service provider may need to be involved in the provisioning process, a disconnect order from the former provider should not be required prior to working the new provider's service order for new service.

**BellSouth Position:** We believe we may have reached agreement in principle with BellSouth, however, we have not yet agreed on contractual language for this issue. Thus, we seek arbitration on this issue.

- 6.2.6 The network provider must notify the former carrier of the loss of the service.

**BellSouth Position:** We believe we may have reached agreement in principle with BellSouth, however, we have not yet agreed on contractual language for this issue. Thus, we seek arbitration on this issue.

- 6.2.7 A customer verification process mirroring the FCC Long Distance process should be established and used by both ILECs and CLECs.

**BellSouth Position:** We believe we may have reached agreement in principle with BellSouth, however, we have not yet agreed on contractual language for this issue. Thus, we seek arbitration on this issue.

## XV. COLLOCATION

**DEFINITION:** *Collocation is the physical placement of MCI equipment necessary for interconnection or access to unbundled network elements at the premise of the ILEC. Virtual collocation may be provided if the ILEC demonstrates that physical collocation is not practical for technical reasons or due to space limitations.*

- REQUIREMENTS
1. General Requirement
  2. Compensation
  3. Quality of Service
  4. Information
  5. Business Processes

Business Area	Requirement
1. General Requirement	<p>1.1 Collocation should be suitable for use in MCI - ILEC local interconnection and MCI access to unbundled ILEC network components.</p> <p><b>BellSouth Position:</b> We believe we may have reached agreement in principle with BellSouth, however, we have not yet agreed on contractual language for this issue. Thus, we seek arbitration on this issue.</p>
	<p>1.2 Option to convert existing virtual collocations to physical collocations.</p> <p><b>BellSouth Position:</b> We believe we may have reached agreement in principle with BellSouth, however, we have not yet agreed on contractual language for this issue. Thus, we seek arbitration on this issue.</p>
	<p>1.3 Collocators must be allowed to lease intraoffice and/or interoffice facilities (e.g., DSO, DSI, etc.) from the ILEC to meet the collocators need for placement of equipment, interconnection or provision of service.</p> <p><b>BellSouth Position:</b> We believe we may have reached agreement in principle with BellSouth, however, we have not yet agreed on contractual language for this issue. Thus, we seek arbitration on this issue.</p>
	<p>1.4 There must be no restrictions on collocation equipment. (See Section II 2.2 for details).</p> <p><b>BellSouth Position:</b> We believe we may have reached agreement in principle with BellSouth, however, we have not yet agreed on contractual language for this issue. Thus, we seek arbitration on this issue.</p>

	1.5	Collocated CLECs should be allowed to interconnect with each other at the collocation, using leased facilities if desired.  <b>BellSouth Position:</b> We believe we may have reached agreement in principle with BellSouth, however, we have not yet agreed on contractual language for this issue. Thus, we seek arbitration on this issue.
	1.6	There shall be no requirement that the collocator build-out and provide facilities, such as, fiber or radio, to the collocation. A collocation may also be served exclusively via leased transport or though a combination of ILEC leased and interconnect carrier provided transport.  <b>BellSouth Position:</b> We believe we may have reached agreement in principle with BellSouth, however, we have not yet agreed on contractual language for this issue. Thus, we seek arbitration on this issue.
2. Compensation	2.1	Collocation and all associated services must be priced at TSLRIC.  <b>BellSouth Position:</b> Tariffed rates.
	2.2	Cost of conversion from existing virtual collocations to physical collocations must be borne by ILEC.  <b>BellSouth Position:</b> If limited to rearrangement charges. We believe we may have reached agreement in principle with BellSouth, however, we have not yet agreed on contractual language for this issue. Thus, we seek arbitration on this issue.
3. Quality of Service	3.1	The companies must agree on a mechanism for dealing with breaches of agreed Quality-of-Service standards.  <b>BellSouth Position:</b> We believe we may have reached agreement in principle with BellSouth, however, we have not yet agreed on contractual language for this issue. Thus, we seek arbitration on this issue.
	3.2	The ILEC must meet a maximum 90 day interval for establishing a new collocation.  <b>BellSouth Position:</b> 90 days can not be a standard due to end office and equipment requirement variability. Will commit to negotiated reasonable time frames.
	3.3	Conversion of existing virtual collocations to physical collocations should have no impact on new collocations.  <b>BellSouth Position:</b> We believe we may have reached agreement in

principle with BellSouth, however, we have not yet agreed on contractual language for this issue. Thus, we seek arbitration on this issue.

- 3.4 Conversion of existing virtual collocations to physical collocations must be completed in reasonable timeframes.

**BellSouth Position:** We believe we may have reached agreement in principle with BellSouth, however, we have not yet agreed on contractual language for this issue. Thus, we seek arbitration on this issue.

- 3.5 Transition from current access facilities to expanded interconnect facilities must be within an agreed upon time frame.

**BellSouth Position:** We believe we may have reached agreement in principle with BellSouth, however, we have not yet agreed on contractual language for this issue. Thus, we seek arbitration on this issue.

#### 4. Information

- 4.1 The ILEC must provide routine reports on the availability of space in locations throughout its network.

**BellSouth Position:** Available upon request, not routine. We believe we may have reached agreement in principle with BellSouth, however, we have not yet agreed on contractual language for this issue. Thus, we seek arbitration on this issue.

#### 5. Business Processes

- 5.1 Transition from current access facilities to expanded interconnect facilities must be completed without a new installation order.

**BellSouth Position:** We believe we may have reached agreement in principle with BellSouth, however, we have not yet agreed on contractual language for this issue. Thus, we seek arbitration on this issue.

- 5.2 Transition from current access facilities to expanded interconnect facilities should require only the portion of the circuit within the Central Office to be rearranged.

**BellSouth Position:** We believe we may have reached agreement in principle with BellSouth, however, we have not yet agreed on contractual language for this issue. Thus, we seek arbitration on this issue.

## Appendix 1

### Customer Provisioning, Billing and Servicing Standards Necessary for Local Service Competition

The following is an description of the key billing, provisioning, and customer service areas that require industry standards to insure effective local competition. These items will be pursued in the venues of public policy (FCC, PUC) and Local Exchange Company (LEC) negotiations. These standards apply to both resold services and unbundled elements.

#### I. **Ordering and Provisioning**

In order for the Certified Local Exchange Company (CLEC) to be at parity with the incumbent LEC, the following service ordering and provisioning requirements must be met by the incumbent LEC:

##### A. *Real-time automated pre-service ordering system interface*

The CLEC must have real-time access through automated interfaces to the incumbent LEC pre-service ordering system(s) including the following systems and/or functionality:

- Telephone line number and loop assignment system(s).
- Incumbent LEC must provide access to systems that support the interim RCF number portability solution.
- Systems created to track and assign unbundled elements to customers.
- Work force administration system(s) for scheduling installation.
- System(s) listing the features and service availability by central office.
- New provider assumes all ordering and provisioning responsibilities of the telephone line number; therefore, the CLEC must have access to the telephone line number (TLN) card assignment system(s) and line information data base (LIDB).
- System(s) that provide the list of interexchange carrier (IXC) primary interexchange carrier (PIC) choices.
- System(s) that provide the existing customer service and equipment record when authorized local carrier change is effected.
- The incumbent LEC and CLECs must participate in a local exchange repetitive debtor process which would disclose unpaid closed account information (e.g. debtors).

The incumbent LEC must establish dedicated ordering and service centers for the CLEC.

B. *Real-time automated provisioning service order interface and confirmation*

The CLEC must have real-time access through automated interfaces to the incumbent LEC service ordering system(s) including the following systems and/or functionality:

- The CLEC must have access to the system(s) that provide for telephone number activation.
- The CLEC must have the ability to update the incumbent LEC telephone directory. This information would be included on the service order to the incumbent LEC.
- The incumbent LEC must provide a listing of the existing features on the customer's account. CLECs must have the ability to order new features for the customer.
- The CLEC must have the ability to update the 911 system(s) in the unbundled services environment.
- The CLEC must have the ability to provision a line as an Essential Service Line (ESL).
- The CLEC must have the ability to include IXC PIC selection on the service order interface. The PIC selection must cover both inter and intraLATA PICs.
- The CLEC must have the ability to block, suspend, and restore end-user access. This ability must cover all services, not just local service.
- For unbundled services the incumbent LECs need to establish and adhere to competitive intervals for the delivery of FOCs, Detail Layout Records (DLRs), and facilities. Such intervals need to ensure that facilities are provisioned in timeframes and according to standards that meet or exceed those that the incumbent LEC provides to itself for its own network and/or to end-users.
- The incumbent LEC is responsible for ordering service to terminate traffic to the CLEC. The CLEC will supply FOCs, and DLRs as described above.

C. *Real-time automated service order confirmation/status*

The CLEC must have real-time access via automated interfaces to the incumbent LEC service ordering system(s) including the following systems and/or functionality:

- Confirmation must be provided to the CLEC that the service order was received.

- Verification must be provided to the CLEC of the install date, features ordered, and directory listing.
- The incumbent LEC must provide exception reporting which highlights missed service installs.
- CLECs must have capability to access install status on a real-time basis.
- CLEC data must be treated as proprietary and partitioned in the incumbent LEC system(s).

## II. **Billing**

In order for the CLEC to be at parity with the incumbent LEC, the following end-user billing requirements must be met by the incumbent LEC:

- A. *Daily receipt of local usage in standard EMR format*  
The incumbent LEC must provide a daily transmission of local usage to the CLEC using the EMR industry standard.
- B. *Access to Bellcore CMDS in and out-collect process for inter-region alternately billed messages via a CMDS sponsor*  
The CLEC must be able to participate in the Bellcore CMDS in an out-collect transport and settlements process for alternately billed messages that originate and bill in different Bellcore Client Company territories via a CMDS sponsor.
- C. *Access to in and out-collect process for intra-region alternately billed messages via the appropriate Bellcore Client Company*  
The CLEC must be able to participate in the Bellcore Client Company transport and settlements process for alternately billed messages that originate and bill in same Bellcore Client Company territory.
- D. *Long term neutral third party in and out-collect process for inter and intra-region alternately billed messages*  
The preferred solution for transporting and settling alternately billed messages that originate and bill in the same and different Bellcore Client Company territories is via a neutral third party administrator. The incumbent LEC should be required to cooperate with third party administrator, and provide whatever information is necessary for it to carry out the clearinghouse function.
- E. *Provision of billing information for casual usage*

All local service providers must provide the necessary information needed for billing of casual usage. This includes the billing name and address (BNA) associated with the casual usage.



F. *Return EMI records to IXC's with CLEC disconnect rejection code along with OCN of ANI*

The incumbent LEC must return EMI records to IXC's with the CLEC disconnect rejection code along with the Operating Company Number (OCN) of the associated ANI. This is necessary because there does not exist any line information database or database product that provides the OCN of telephone lines at the Working Telephone Number (WTN) level; therefore, IXC's may incorrectly send usage to the incumbent LEC when another CLEC, under Total Service Resale or interim Remote Call Forwarding Local Number Portability, is providing service for the WTN. The OCN must be provided so that the IXC will know which local company provides service for the WTN.

III. **Customer Account Record Exchange (CARE) and Account Maintenance**

In order for the CLEC to be at parity with the incumbent LEC, the following customer CARE and account maintenance requirements must be met by the incumbent LEC:

A. *611 Protocols for repair*

All customers must be able to continue to use the existing "611" dialing protocol to access the repair center of their local service provider. The local service provider could then brand the repair service. The CLEC and LEC will implement a "warm transfer" process for misdirected repair calls.

B. *Directory Listing and Operator Service*

The incumbent LEC should be required to list CLEC end-users in directory assistance and listing database(s) free of charge. The incumbent LEC should pass the operator handled/directory assistance (DA) call to the CLEC or provide CLEC branded operator services and DA at the discretion of the CLEC.

C. *IXC PIC processing*

The IXC PIC process should include the following capabilities:

- The incumbent LEC should implement electronic bonding with the IXC's for IXC PIC processing.
- The incumbent LEC must provide confirmation of the PIC change to the IXC including BNA information when the incumbent LEC is the local service provider. When a CLEC is the local service provider, the incumbent LEC must provide confirmation of the PIC change and the OCN of the CLEC to the IXC.
- The CLEC must provide the BNA to the IXC's optimally, real-time; minimally, within three days of the PIC change at the switch.

- A third party should be designated to provide auditing of actual IXC PIC processing performance.
- Only the IXC or the customer's local service provider is authorized to order a change in the customer's IXC PIC.
- All local service providers must provide account maintenance (CASE) processing to IXCs.
- The IXC data must be considered proprietary and protected.
- The current FCC customer verification process for IXC PIC must be continued.

D. *Local PIC processing*

The process for customer selection of a local service provider should include the following capabilities:

- Only the new provider can issue a connect order to the incumbent LEC. Although the former local service provider may need to be involved in the provisioning process, a disconnect order from the former provider should not be required prior to working the new provider's service order for new service.
- The incumbent LEC must notify the former local service carrier of the loss of the service.
- The new local service provider must appropriately notify the old and new IXCs of the IXC PIC. This may/must be accomplished through new CARE records.
- The local service company data must be considered proprietary and protected.
- A customer verification process mirroring the FCC LD process must be established.

E. *Option of CLEC listed in the incumbent LEC telephone directory*

The CLEC must have the option of being listed as a local service provider in the information pages (customer guide section ) of the white pages and yellow pages directories, and must list their customers in the incumbent LEC telegraph directory.

IV. **Maintenance**

In order for the CLEC to be at parity with the incumbent LEC, the CLEC must have read and write access to the incumbent LEC maintenance and trouble report system(s) including the following systems and/or functionality:

A. *Trouble reporting/dispatch capability*

The CLEC must have read and write access through an electronic interface to the incumbent LEC trouble reporting and dispatch system(s). Access must be real-time and on a first come first serve basis.

B. *Repair status, confirmations*

The CLEC must have read and write access through an electronic interface to the incumbent LEC maintenance and trouble report system(s) that will provide status on and confirmation of trouble tickets.

C. *Planned/unplanned outage and restoral reports initiated by wholesaler*

The incumbent LEC must initiate exception reporting which communicates both planned and unplanned outages and restorals to the CLEC.

V. **Access Billing**

In order for the CLEC to be at parity with the incumbent LEC, the following access billing requirements must be met by the incumbent LEC:

A. *CLEC is billed for wholesale service based on CABS standards*

The incumbent LEC should bill the CLEC for wholesale services using the Carrier Access Billing System (CABS) standards. The bills should be received through an automated and electronic interface.

VI. **Data Availability**

In order for the CLEC to be at parity with the incumbent LEC, the following data must be made available by the incumbent LEC:

A. *Customer lists*

The incumbent LEC must be required to provide customer lists to the CLEC for the purposes of directory listings.

B. *Network points of interconnection*

The incumbent LEC must provide to the CLEC information concerning all network points of interconnection.

C. *List of telephone exchanges*

The incumbent LEC must provide to the CLEC a listing of all telephone exchanges.

D. *Switch locations*

The incumbent LEC must provide to the CLEC a listing of all switch locations.

E. *Product Integrity*

In general, the incumbent LEC must provide data that allows the IXCs and the CLECs to control fraud.

F. *Comparative Reporting*

The incumbent LECs must provide reporting for their install time frames for their local service end-users. The LECs should also provide reporting comparing their wholesale services offer with their retail services offer.

VII. **Public Policy only items**

In order for the CLEC to be at parity with the incumbent LEC, the following end-user billing requirements must be met by the incumbent LEC:

A. *Pricing and service information about LEC agreements with other CLECs*

The incumbent LEC must be required to provide pricing and service information concerning the agreements they have made with other CLECs.

B. *Rate and feature information to be published in a tariff by the incumbent LEC*

The incumbent LEC must be required to file a tariff which provides information on their rates and features.

## Appendix 2

### UNBUNDLED DIRECTORY ASSISTANCE

Unbundled directory assistance includes the necessary hardware, software, data bases, and data used to perform directory services.

1. Directory Platforms: The hardware and software used to provide directory services. Access to the platform will be provided in such a way so as to allow remote directory stations to be connected to the platform.
2. Directory Data Bases: The data bases with information on individual telephone numbers including the name, address, zip code, city (or other location identifier) and the ability to search for telephone numbers based on a name, address or other location identifier.
3. Directory Data: The information in other data bases used to populate directory data bases (see attachment 1).

#### Attachment I

- I. Overview of Requirements
- II. Indented Listing (Caption) Requirements
- III. Data Processing Requirements
- IV. Listing types
- V. Listing Styles
- VI. Data Field Element Requirements
- VII. Glossary

#### I. INFORMATION REQUIREMENTS OVERVIEW:

1. List of NPA-NXX=s relating to the listing records being provided.
2. List of Directory Section names and their associated NPA-NXX=s.
3. List of Community Names expected to be associated with each of the NPA NXX=s for which listing records will be provided.
4. List of Independent Company names and their associated NPA-NXX=s for which their listing data will be included in the Telco=s listing data.
5. List of Independent Company names and their associated NPA-NX-X=s for which their listing data is a part of the Telco=s directory database, but the Telco is not to provide the listing data to MCI under this request.
6. Listing volume totals by directory section, NPA, and state.
7. Average daily update volume by directory section, NPA, and state.
8. Identify any area wide or universal service numbers which may be listed.  
Identify the telephone number to be provided to callers outside the servicing area.
9. Identify any listing condition(s) unique to the Telco=s serving area which may require special handling in data processing in the directory.
10. Indented Listings (Captions) should be identified and delivered handled as specified.

## II. CONSIDERATIONS RELATING TO AN INDENTED LISTING (CAPTION) SET REQUIREMENTS:

1. Use of line numbers, or other methods, to ensure the integrity of the caption set and identify the sequence or placement of a listing record within the caption set. A sufficient range of numbers between listing records is required to allow for the expansion of the caption set. A method is also required to permit the caption header record to be identified, but each level of indent is not required to be recapped, placement of the indent is based on line number. This method does require stringent edits to ensure the integrity of the caption set.
2. Use of guideline or recapped data to identify previously established header and sub-header records for placement of data within the caption set. This permits flexibility to easily expand the caption set. This method also requires that, in addition to the caption header record, each level of indent be recapped in order to properly build the caption set.
3. In order to maintain the integrity of caption replacement, with end-of-day cumulative effect, one OUT record must be sent to delete the entire caption set, followed by IN activity each listing record within the caption set.
4. MCI requires listing instruction codes on the service order which indicate how the set is to appear in the published directory.

## III. DATA PROCESSING REQUIREMENTS:

1. Identify type of tape to be used in sending the test and initial load data. For example, reel or cartridge tape. Due to the size of an initial load, it would be generally expected to be on tape and the daily update activity via another media, such as NDM.
2. Identify tape or dataset label requirements.
3. Identify tracking information requirements. For example, use of header and trailer records for tracking date and time, cycle numbers, sending a receiving site codes, volume count for the given tape/dataset. It may also be helpful to have some filler fields for future use.
4. Identify dates MCI should not expect to receive daily update activity.
5. Data should be received in uppercase. An asterisk (\*) should be used to advise of the need to apply the reverse capitalization rule. However, if the provider determines to provide the listing data from a database that has already

messaged the data and applied the capitalization rules, the asterisk may be omitted.

6. Identify information that will enable MCI to identify listings within an indented list (caption) set. For example:
  - a. When a particular listing has been designated to be filed as the first listing for a given level (0-7) of indent - usually out of alpha sequence.
  - b. When an alternate call listing (e.g. If no answer) relates to multiple preceding listings on the same level.
7. Identify any other pertinent information needed to properly process the data.

#### IV. LISTING TYPES

LISTED - The listing information is available for all directory requirements.

NONLISTED - The listing information is available to all directory requirements, but the information does not appear in the annually published street directory.

NON-PUBLISHED -

A directory service may confirm, by name and address, the presence of a listing, but the telephone number is not available. MCI may confirm the address, but is not permitted to receive the non-published telephone number. .

#### V. LISTING STYLES

##### LISTING STYLE DESCRIPTION

STRAIGHT LINE - All listing information is formatted in a straight line. Data generally consists of Name, Address, Community, and Telephone Number. Additional data may consist of dialing instructions or other general information relating to the listing.

INDENTED LISTING SET - STRAIGHT LINE UNDER (SLU) - Two or more listing records relating to the same listed customer. The first is formatted as a straight line listing with the additional listing(s) indented one degree under the straight line listing. These are sometimes referred to as professional listings where the business information is identified in the straight line format, with the residence information indented one degree. It is also very common to have a residence listing with a children's number or fax as the indented listing-Generally, there are no more than 3 indented listings within a Straight Line Under (SLU) set.

INDENTED LISTING SET - CAPTION SET - Formatted with one listing header record and multiple indented listing records. See detailed description below.

## INDENTED LISTING (CAPTION) SET

HEADER RECORD - Contains listed name; address and telephone number data fields are blank.

SUB-HEADER RECORD/LISTING - May contain name data only, or may include address and telephone number data. Associated subordinate records may, or may not be present.

INDENTED NAME LISTING - Contains name data, may or may not have address data, and telephone number data.

INDENTED ADDRESS LISTING - Contains address and telephone number data, the name data text field is blank.

LEVEL OF INDENT- Header record is zero (0), sub-header and indented records range from I - 7.

## VI. DATA FIELD ELEMENTS

### REQUIREMENTS FOR INITIAL PROCESSING AND DAILY UPDATE ACTIVITY DATA FIELD DATA ELEMENT FIELD LENGTH

ACTION CODE A = Add I = InD = Delete or 0 = out Required: 1 alpha character.

RECORD NUMBER - Sequentially assigned number to each record for a given process (test, initial load, or update activity). Number assignment begins with 00000001 and is incremented by 1 for each record on the file. Required: 8 digits NPA Area code relating to the directory section the record is to be listed. Required: 3 digits.

COMPANY IDENTIFIER - The 4-character company code as defined in Section 8 of the National Exchange Carrier Association, Inc. Tariff. Required: 4 digits.

DIRECTORY SECTION - Name of the directory section where the record is to be listed. Required: Maximum of 50 alpha characters.

LISTING IDENTIFIER F = Foreign C = Cross-Reference E = Enterprise (WX number requiring operator assistance to connect the call) W = Wide area or universal service Optional: 1 alpha character.

FILE REPLACEMENT B = Business (4) R = Residence (1) G = Government (2) BR = Business & Residence (5) BG = Business & Government (6) BRG = Business, Residence, & Government (7) Required: Maximum of 3 alpha characters LISTING TYPE L = Listed N = Non-Listed NP = Non-Published Required: Maximum of 2 alpha characters.

LISTING STYLE S = Straight line I = Indented listing set, An Indented listing relates to either a caption or Straight Line Under (SLU) set listing. Required: 1 alpha



character.

INDENT LEVEL 0 = Non-indented record, 8 = Level of indented record, Required: I digit.

ADDRESS HOUSE NUMBER - For example: 123, A-123, A-123-1/2 - Optional- Maximum of 20 alphanumeric characters, including hyphen, space, and slash.

ADDRESS PRE-DIRECTIONAL - For example: N, S, E, W, NE, SW, NORTH - Optional: Maximum of 5 alpha characters.

ADDRESS STREET NAME - For example: Main, Peachtree-Dunwoody, HWY 75 at Exit 30 Optional- Maximum of 100 alpha, alphanumeric characters, including spaces and hyphens.

ADDRESS SUFFIX OR THOROUGHFARE - For example: SUITE 160, ST, or WAY- Optional: Maximum of 20 numeric, alpha, or alphanumeric characters.

ADDRESS POST DIRECTION - For example: N,S, NE, SW Optional: Maximum of 5 alpha characters.

ADDRESS ZIP CODE 5-digits or ZIP + 4 - Optional: Maximum of 10 digits, including the hyphen when using ZIP + 4.

COMMUNITY NAME - Identifies the name of the community associated with the listing record. See Glossary for more details. Maximum of 50 alphanumeric characters, including spaces and hyphen.

STATE NAME ABBREVIATION - Identifies the state associated with the community name; 2-character state abbreviation used by the US Postal Office. Maximum of 2 alpha characters.

INFORMATION TEXT - Miscellaneous information relating to the listing. Including, but not limited to, for example: TOLL FREE DIAL I & THEN, CALL COLLECT, or TDD ONLY. The various types of Information Text must be identified to MCI. Optional: Maximum of 250 alpha, numeric, or alphanumeric characters.

NAME - FIRST WORD - Surname of a Residence or Business listing, or first word of a Business or Government listing. Multi-word or hyphenated surnames should be treated as one word. Required for a zero (0) level record. Optional if an indented (level I - 8) record, unless the name text present in the indented record relates to a surnames. Maximum of 50 alpha, numeric, alphanumeric, or special characters.

NAME - SUBSEQUENT WORD(S) - Given name and/or initial (s) of a Surnames listing or Additional word(s) for a Business or Government listing Expected if the First Word is the Surname of a Residence or Business listing. Maximum of 250 alpha, numeric, special, or alphanumeric characters,

LINEAL DESCENT e.g. SR, JR, III. If Lineal Descent data cannot be uniquely identified, it should be included with the Listed Name Subsequent Word(s) data and placed at the end of the name data. Optional: Maximum 10 alpha characters.

TITLE(S) e.g. MRS, LT COL, RET SGR, DR. - Multiple titles are acceptable. If title data cannot be uniquely identified, it should be include with the Listed Name Subsequent Word(s) data and placed at the end of the name data stream. If lineal descent is also in the Listed Name Subsequent Word(s) data field, title data should be placed following the lineal descent data. Optional: Maximum of 20 alpha characters.

DEGREE e.g. MD, CPA, PHD. - Multiple degrees are acceptable. If degree data cannot be uniquely identified, it should be included with the Listed Name Subsequent Word(s) data and placed at the end of the name data stream, If lineal descent and/or title data is also present, it should follow title data. Optional: Maximum of 20 alpha characters.

NICKNAME - Another name the listed customer may be known by, Optional-. Maximum of 20 alpha characters.

BUSINESS DESIGNATION - Term used to identify the listed customer =s profession, business, or location, e.g. ATTY, CARPETS, OFC - Optional: Maximum of 50 alpha characters.

STANDARD TELEPHONE NUMBER \* NPA NXX-LINE - Optional: 12 characters, including space and hyphen

NON-STANDARD TELEPHONE NUMBER \* Telephone numbers less than or more than the standard telephone number. Optional: Minimum of 1 digit, maximum of 22 characters, including spaces and hyphens \* Either a Standard or Non-standard telephone is required for a zero level record unless the record is a Cross-reference listing or an Indented Listing (caption) Set record. A telephone number may, or may not be present on an Indented Listing Set record for level(s) 0-7.

## **Appendix 3**

### **NOF ISSUE #226 WORKING DOCUMENT**

#### **11. ACCESS SERVICES PROVIDED BY MULTIPLE EXCHANGE CARRIERS**

##### **A. General**

###### **11.1**

These procedures apply when Access Service is requested by an ASC and is provided by two or more ASPs.

###### **11.2**

The ASC will order from the ASPs the access services required to provide its overall service.

###### **11.3**

For multi-Access Service Provider (ASP) access service it is recommended that a single Access Service Provider Coordinator (ASPC) point, specific to the function being performed

Before an Access Service Request (ASR) is issued by the ASC for an access service involving multiple ASPs, the ASPs involved should have a mutually agreeable working arrangement in place to allow one of the ASPs to be the "Access Service Provider Coordinator (ASPC), for that function, for the installation access service provided.

###### **11.4**

Each ASP is responsible for working cooperatively with ASCs and other ASPs to ensure that access services are installed, tested and turned up in a timely manner and that trouble conditions are resolved without undue delay and participate in repair verification as required.

##### **B. Installation**

###### **11.5**

Installation as used in this document pertains to that portion of the total provisioning process which starts when the order, e.g., "Work Order Record and Detail" (WORD) or equivalent is received by the ASPs and includes installations, changes, and disconnects.

###### **11.6**

The ASPC will:

- Ensure that their company's equipment and facilities are installed and tested by the Plant Test Date (PTD).
- Receive and log status on the Designed Verified and Assigned Date (DVA) or equivalent. If the OASP has not provided status within 24 hours after DVA or equivalent, the ASPC will

- contact the OASP and request status.
- Prior to cooperative acceptance tests, schedule and coordinate preservice tests, to ensure that the overall access service is installed correctly and meets design parameters.
- Upon completion of the preservice tests, the ASPC will contact the ASC and advise that the access service is ready to be turned up. The ASC has the option of acceptance with or without cooperative acceptance testing. The ASC is not obligated to accept the service prior to the due date.

#### **11.7**

The Other Access Service Provider (OASP) will:

- Ensure that their company's equipment and facilities are installed and tested by PTD.
- Contact the ASPC and provide circuit status.
- Cooperate with the ASPC to perform the preservice tests and acceptance tests as required.

#### **11.8**

The first point of switching ASP will arrange for field forces to be dispatched when required and participate in the acceptance testing with the ASC.

### **C. Common Completion**

#### **11.9**

A common completion date will be utilized by all involved ASPs. Therefore, no ASP may complete its order until the entire Access Service is completed and accepted by the ASC.

### **D. Jeopardy**

#### **11.10**

If one or more ASPs cannot complete its portion of the overall Access Service on the Due Date, this should be considered a jeopardy situation by all ASPs involved. If, after a specified period of time (to be determined locally) past the due date, the overall Access Service remains incomplete due to ASP problems, those ASPs who completed their portion of the access service will review the status of the incomplete portions via the ASPC to determine the actual or approximate duration of the existing jeopardy condition and notify the ICSC or equivalent.

### **E. Maintenance**

#### **11.11**

The ASC will be responsible for acceptance of trouble reports from its end user. The ASC should first test its facilities to determine if the trouble is in its network. If a trouble is found, the ASC will clear the trouble and no referral to an ASP is necessary. If the trouble is sectionalized towards a connecting ASP the trouble report will be referred to the ASP. The ASP(s) will work cooperatively

with the ASC to sectionalize the trouble.

The following information should be exchanged when handing off or referring the trouble:

- Trouble report number or equivalent
- Contact telephone number
- Contact ID (ie., name or initials)
- Time and date report was received from ASC
- ASC testing information (If requested by ASP)
- Circuit ID (41 Character CLCI)
- Non-Circuit specific (Circuit ID may not be appropriate)
- Trouble reported
- Other information that may be of assistance (e.g., history, subsequent reports)

#### **11.12**

Upon receipt of a trouble report from the ASC, the ASP will conduct, independently or cooperatively with the ASC, tests required to determine if the trouble is in its own equipment and facilities or to the point of interface of an adjacent OASP(s).

#### **11.13**

If the trouble is found to be in the ASP's equipment or facilities, the trouble report will be closed out with the ASC and the following information will be provided:

- Trouble report number or equivalent
- Date & Time Cleared
- Status of Circuit(s) [temporary or permanent repair]
  - If temporary, estimated time of restoral
- Contact name or initials and telephone number of the person closing out the report
- Type & Nature of trouble found and action taken
- ASP Testing Information (if Requested by ASC)
- Circuit ID (if applicable)

#### **11.14**

##### **11.14A**

If there is no trouble found in the ASP's own network, they shall refer/handoff the trouble to the OASP and provide the following information:

- Trouble report number or equivalent (ASC)

- Contact telephone number (ASC)
- Contact ID (ASC) (ie., name or initials)
- Time and date report was received from ASC
- ASP Testing information (If requested by OASP)
- 41 Character CLCI for circuit specific problems
- Non-Circuit specific (Circuit ID may not be appropriate)
- Trouble reported
- Other information that may be of assistance (e.g., history, subsequent reports, ASC Testing information, if available)

#### **11.14B**

In the event a premature or improper hand-off has occurred, the ASP will resume cooperative testing with the OASP in order to sectionalize the trouble.

#### **11.14C**

When the ASP has referred/handed off the trouble report to an OASP, the ASP will close out the trouble report with the ASC and provide the following information:

- Trouble report number or equivalent (ASC)
- Trouble report number of OASP
- Time and date report was referred/handed off to the OASP
- Contact telephone number (OASP)
- Contact ID (OASP) (ie., name or initials)
- ASP Testing information (If requested by ASC)
- Trouble disposition (Test OK, NTF, Found OK)
- Circuit Identification (if applicable)
- Contact Name or initials of person closing the report

If the trouble report requires further handoff/referral by the OASP to succeeding ASPs, the identity of the OASP switches to ASP when the referral is made.

#### **11.15**

The OASP will:

- Cooperatively test with the ASP to determine trouble location.
- Accept the trouble report when sectionalized into its equipment or facilities.
- The OASP will provide status to the ASC upon request.
- Upon clearing trouble, contact the ASC to closeout the trouble report.

## **11.16**

### Trouble Ticket Exceptions

The following information is provided in an effort to assist service providers and service Customers in the resolution of troubles that fall outside of the normal ticket resolution flow once the original ticket has been closed out with the ASC.

#### Request for Test Assistance

When a request for a test assist is made to an ASP, the ASP shall provide the necessary assistance to facilitate the request.

A ticket (non-measured) shall be created for administration of test assist referrals, subsequent request for a test assist may result in additional tickets being created. In the event that additional tickets are created all relevant information from the prior trouble tickets/test assist tickets should be cross referenced.

#### Request for escalation Assistance From ASC

It is the responsibility of all service providers and service customers to work cooperatively to resolve all trouble reports as expeditiously as possible.

The ASC is responsible for escalations to an OASP associated with trouble tickets when the trouble has been isolated/referred by an ASP to an OASP. When a request for escalatio assistance is made by the ASC to an ASP the ASP will provide any information concerning escalatioin numbers or names that they may have to the requesting ASC. At the ASC managers request, the ASP manager may participate on a phone call in an attempt to assist the ASC in escalating to the OASP.

If the ASC refers the problem back to the ASP, it should be understood that the process will reinitiate at the escalation level when the problem was initially referred into the OASP.

## **11.17**

In the event the trouble can not be sectionalized (e.g., no trouble found, intermittent type of problems), then the ASC and all ASPs/OASPs will cooperatively work together (e.g., cooperative testing) to locate and/or isolate the problem. Once the problem has been sectionalized then previously developed process for ASP/OASPs shall be followed as developed and outlined in paragraphs 11.11, 11.13 and/or 11.14C.

## Appendix 4

### Typical Loop Combinations

Figure 1, Typical Loop Combinations, illustrates several loop combination examples based on typical LEC design and deployment practices. The following describes each configuration at a high level.

#### Configuration A - Copper Pair Facilities

Network interface is connected to copper pairs and routed through loop distribution and loop feeder facilities, then terminated on a main distributing frame (MDF) in the central office. Cross-connects are used to interconnect each subscriber copper pair to voiceband (DS0) switch interfaces for POTs and switched special services or other equipment for special non-switched services.

#### Configuration B - Universal Digital Loop Carrier

Universal digital loop carrier (UDLC) systems are used to concentrate loop distribution facilities into DS1 links that traverse the loop feeder to the central office. UDLCs support POTs and most switched and non-switched special services.

Network interface is connected through loop distribution on copper pairs routed to a remote terminal (RT). Each pair is terminated into a UDLC that multiplexes the DS0 voiceband circuits into DS1 circuits. Loop feeder consisting of copper facilities or fiber systems are used to transport the DS1 circuits to the central office where they are demultiplexed by a UDLC central office terminal (COT) into the original DS0 voiceband circuit and terminated on a distributing frame. Cross-connects are used to interconnect the DS0 voiceband circuits with DS0 switch interfaces for POTs and switched special services or other equipment for special non-switched services.

High speed DS1 data services may also terminate directly into fiber systems that are transporting UDLC DS1s. Demultiplexing at the central office derives the original DS1 data circuit for routing to the narrowband DXC.

#### Configuration C - Integrated Digital Loop Carrier

Integrated digital loop carrier (IDLC) systems are essentially extensions of the switch into loop feeder facilities. Equipment is used to concentrate loop distribution into DS1 links interconnected directly to the switch via loop feeder facilities. IDLCs support only POTs and some switched special services. Other switched and non-switched special services are groomed to copper or UDLC facilities.

Network interface is connected through loop distribution on copper pairs routed to a RT. Each pair is terminated into an IDLC that multiplexes the DS0 voiceband circuits into DS1 circuits. Loop feeder consisting of copper facilities or fiber systems are used to transport the DS1 circuits to the central office where they are terminated into a narrowband digital cross-connect (DXC). The DS1 circuits are then routed to a DS1



interface integrated directly into the switch. Demultiplexing into individual DS0 channels takes place inside the switch.

#### Configuration D - Asynchronous Fiber/Carrier

Asynchronous fiber systems are used to support IDLC systems and high speed data connections. POTs and special services are supported similar to Scenario C except that IDLC systems are further multiplexed into DS3 or higher circuits that are transported over loop feeder on fiber to the central office and terminated into a wideband DXC. High speed DS1 data services may also terminate into the asynchronous system for transport.

DS3 and/or DS1 interconnections through the wideband and narrowband DXCs are provided directly into the switch where POTs and switched special traffic is demultiplexed into DS0 channels. DS1 services are routed to corresponding terminating equipment in the central office.

#### Configuration E - SONET Systems

SONET facilities are employed in the loop feeder to support carrier systems and high speed data services. Access to services carried on SONET facilities is available at the central office over several interfaces within the digital hierarchy.

Network interface is connected through loop distribution on copper pairs routed to a RT. Each pair is terminated into a SONET carrier system or add/drop multiplexor that multiplexes the DS0 voiceband circuits into 1.5 Mb/s virtual tributaries (VT). DS1 or greater high speed data services are also terminated into the SONET equipment and mapped into VTs.

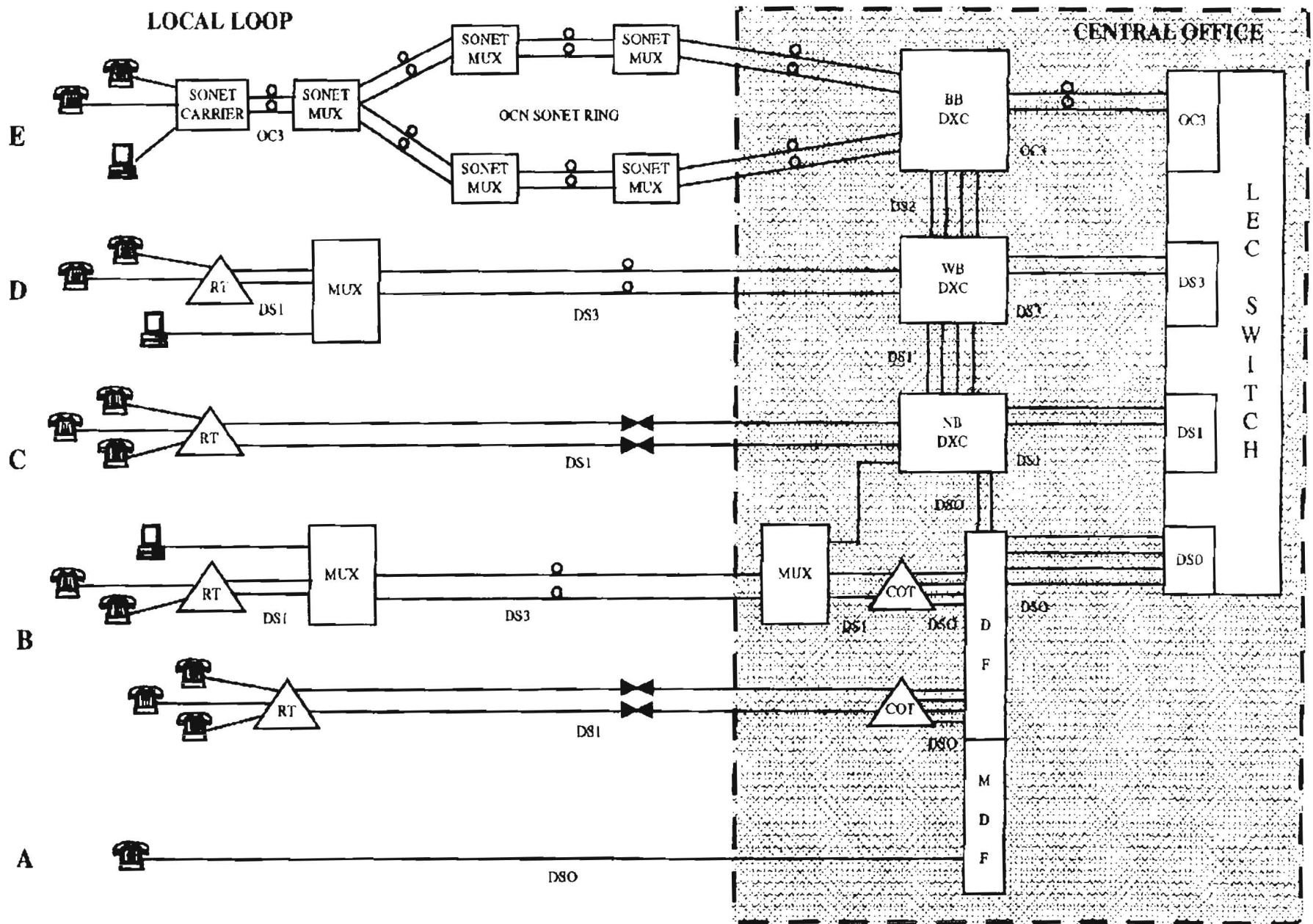
VTs are combined into faster signals and transported on SONET OC-N fiber systems to the central office where they are terminated on a broadband DXC. OC-N signals are demultiplexed and routed to specific interfaces within the broadband DXC.

DS0 voiceband services may remain multiplexed together and interconnected directly to an OC3 switch interface or routed to other DXCs and demultiplexed to interface with the switch at lower DS1 or DS0 rates. Additional demultiplexing is accomplished within the switch interface to derive DS0 channels from OC3 and DS1 inputs.

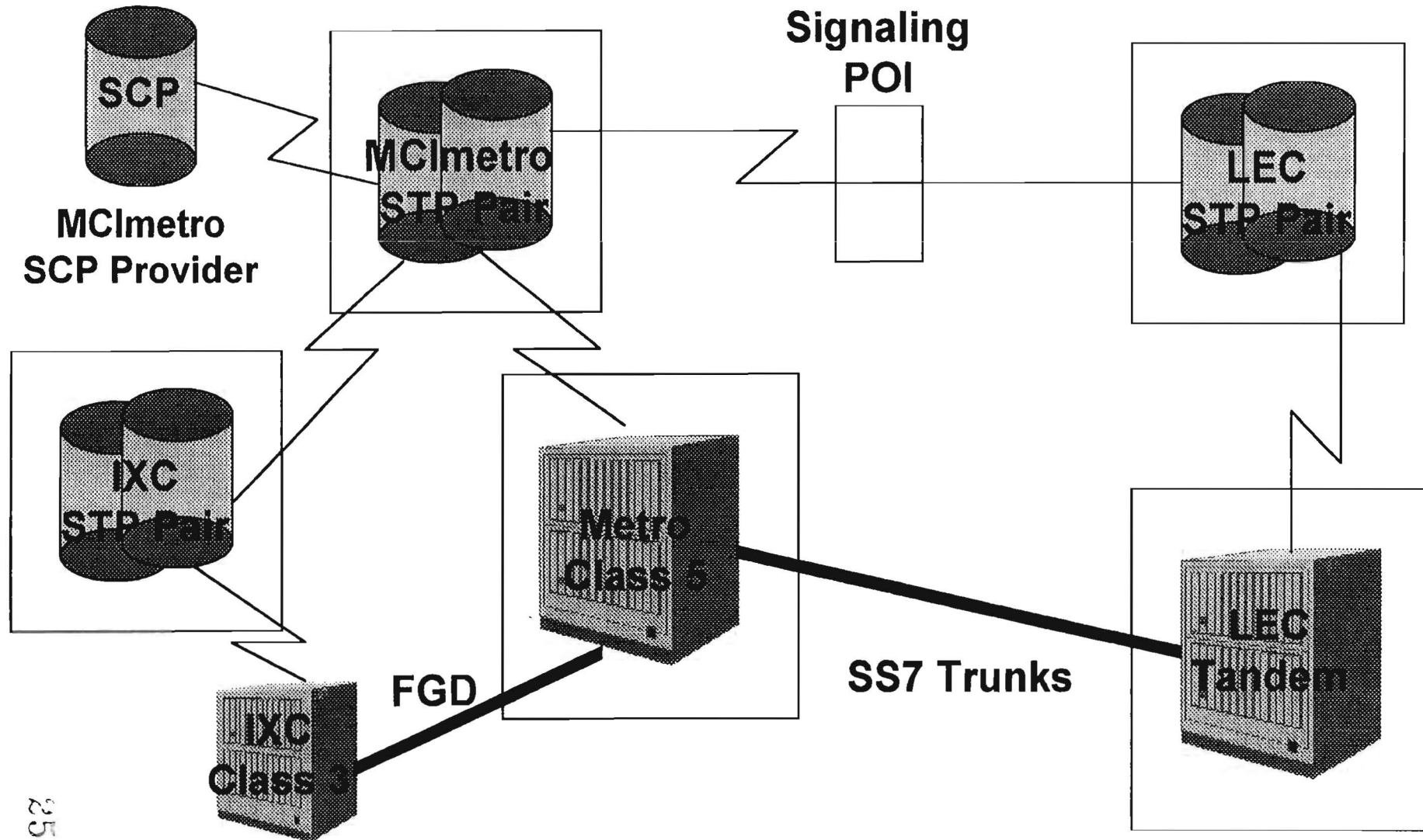
High speed services may appear at an interface on the broadband DXC or routed to the wideband or narrowband DXCs.

(Figure 1 attached)

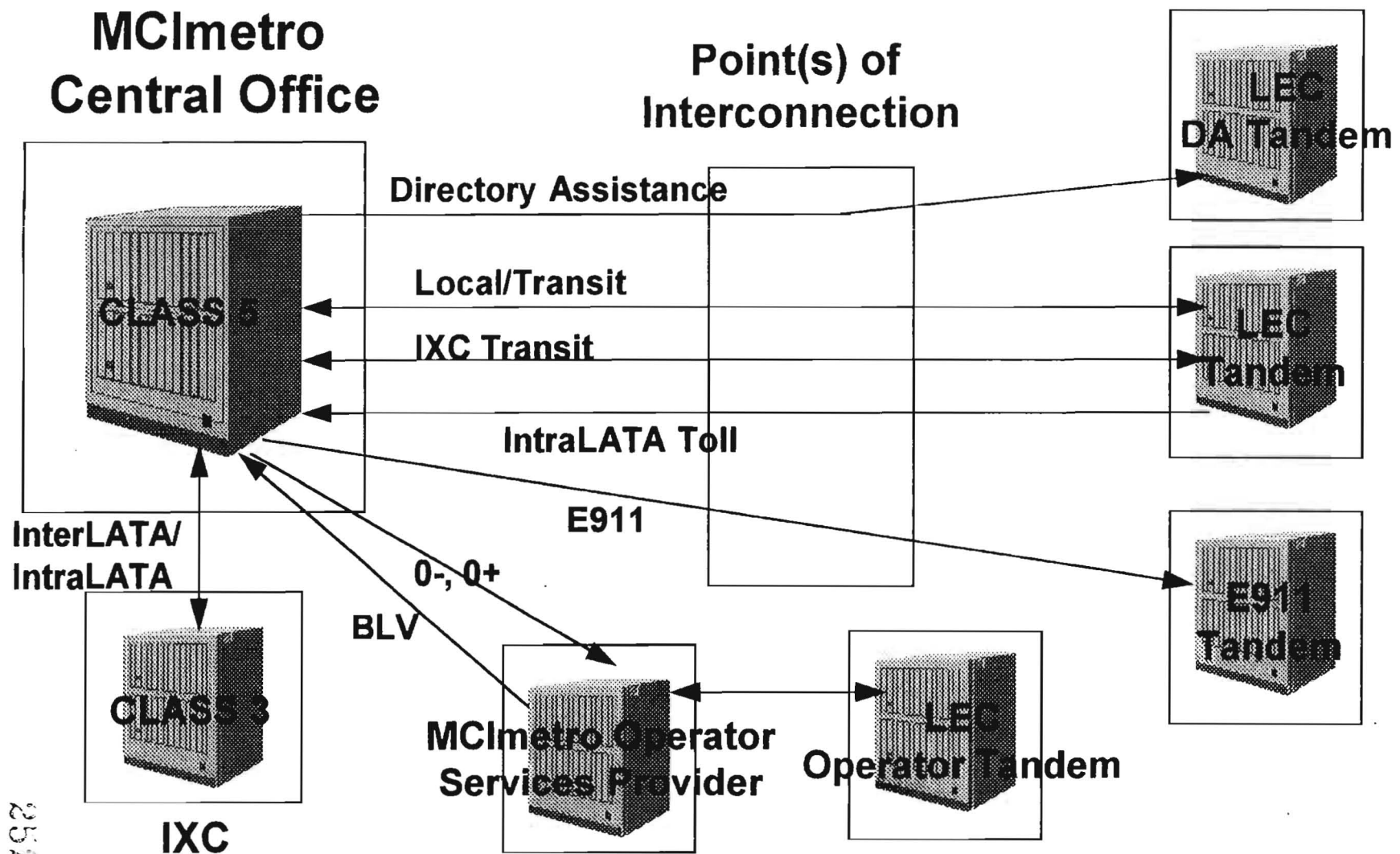
Figure 1: TYPICAL LOOP COMBINATIONS



# SS7 Interconnection Architecture



# Generic Trunking Topology

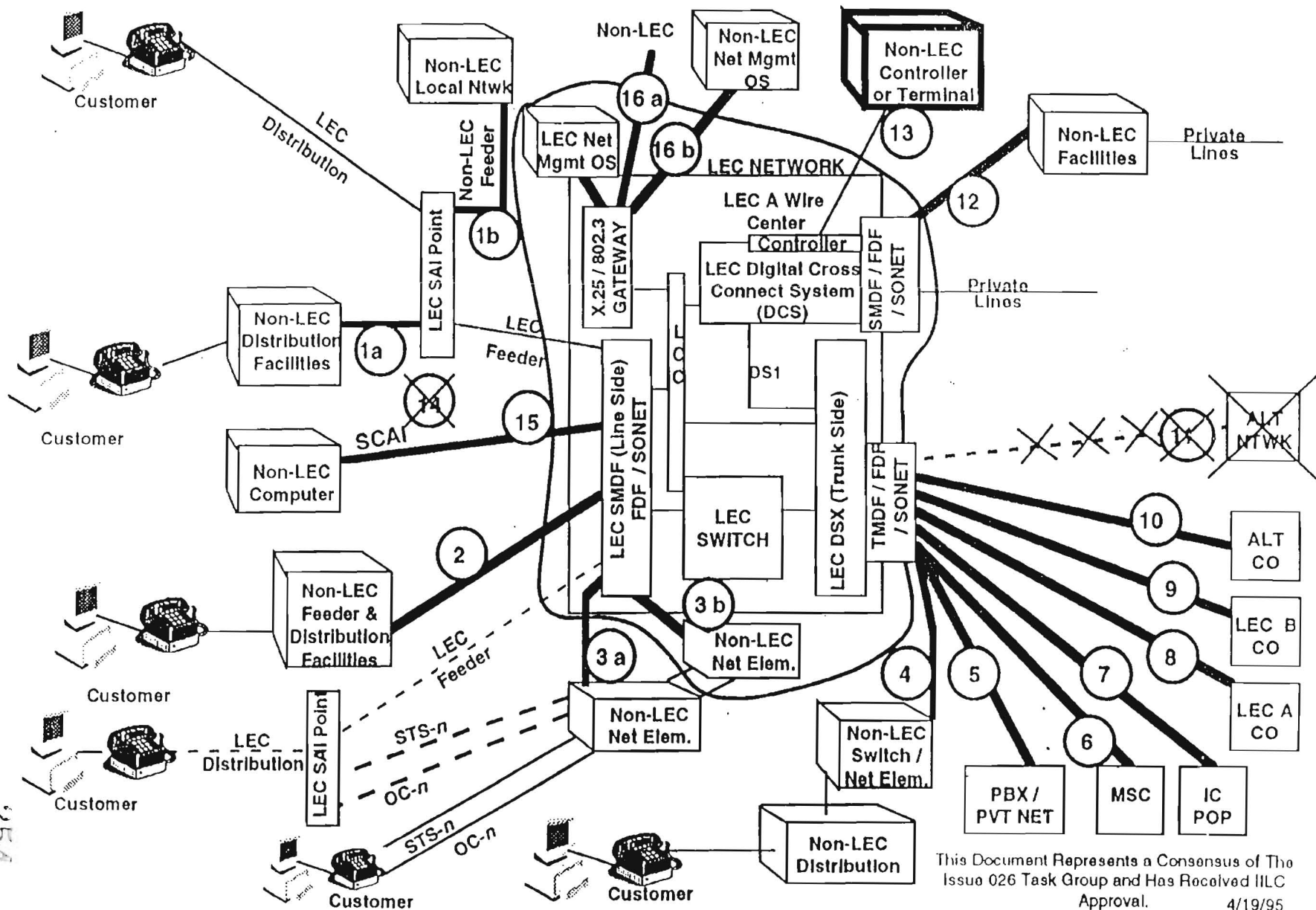


# Physical Interconnection Requests

This section reflects requests made by Non-LEC industry participants for specific interconnections to LEC networks.

This Document Represents a Consensus of The Issue 026 Task Group  
And Has Received IILC Approval.

# OVERALL DIAGRAM OF REQUESTS FOR UNBUNDLED PHYSICAL INTERCONNECTION - POINTS 1 - 16



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# Description of Physical Interconnection Requests

## *Use in Conjunction with Diagrams*

- 1a Non-LEC connects on the distribution side of the LEC's Serving Access Interface (SAI), using LEC feeder plant, with Non-LEC distribution facilities to the end user.
- 1b Non-LEC connects on the feeder side of the LEC's SAI, using LEC distribution facilities, connected to a Non-LEC local network.
- 2 Non-LEC connects its outside plant (feeder and distribution facilities) to the line-side of the LEC's Subscriber Main Distributing Frame (SMDF).
- 3a Non-LEC requires interconnection at the LEC SMDF to gain access to the LEC's outside plant.
- 3b Any of the Non-LEC facilities used in 3a might be collocated within the LEC network.
- 4 Non-LEC uses LEC interoffice facilities and interexchange access; Non-LEC may provide competitive local switching and distribution.
- 5 Non-LEC interconnects to the LEC DSX (trunkside main frame) at T1 speeds.
- 6 Same arrangement as 5, where the Non-LEC is a Mobile Switching Center for air-to-ground, paging, 2-way cellular, PCS, etc.
- 7 Same as 5, where the Non-LEC is establishing an interexchange point of presence.
- 8 Same as 5, where Non-LEC is selling interoffice transport to LEC, between two LEC central offices.
- 9 Same as 5, where Non-LEC is selling transport to and between two different providers, one of whom is a LEC.
- 10 Non-LEC switch is integrated into the LEC network (i.e., with addressing capability), at same or similar functional levels (e.g. EO-to-EO or AT-to-AT).
- 11 Deleted by IILC.
- 12 Non-LEC interconnects (through any of several possible elements such as FDF, D-banks, optical facilities, etc.) with LEC Digital Cross Connect System (DCS) and uses the DCS to perform remote network reconfiguration of private line facilities.
- 13 A Non-LEC obtains real- or near-realtime control of capabilities inherent in a LEC's DCS as they apply to Non-LEC private line facilities on that DCS. Communication may be via Non-LEC controller to LEC controller or Non-LEC terminal to LEC controller. The actual physical connection may be via leased private line or dial-up.
- 14 Removed by 026 Task Group.
- 15 A Non-LEC's computer connects to a LEC's switch via SCAL.
- 16a Non-LEC's SONET equipment unit(s) interconnect to LEC Data Communications Channel (DCC) and/or Local Communication Channel (LCC) via a gateway, to gain access to LEC Network Management Operations System (NMOS) and telemetry equipment.
- 16b Non-LEC NMOS interconnects to LEC DCC or LCC via same gateway used by LEC Net. Mgmt OS.



## EXPLANATORY NOTES

Except for the overall diagram on the first page, the diagrams that follow seek to represent only those aspects of the network significant to the interconnection point being addressed on any given page. Thus, lack of a trunkside FDF, etc. on a diagram depicting a lineside interconnection is not intended to imply that through connectivity can not be made.

**Note 1.**

SONET could be accommodated over this interconnection if the facilities are fiber. This would enable transport of broadband services, based on transport rates of 52 Mbs, 155 Mbs, 622 Mbs, etc. Switched broadband services require a broadband switch, while broadband private lines require broadband loops and channel mileage services. (See Figure A, below, for an example of a typical collocation arrangement.)

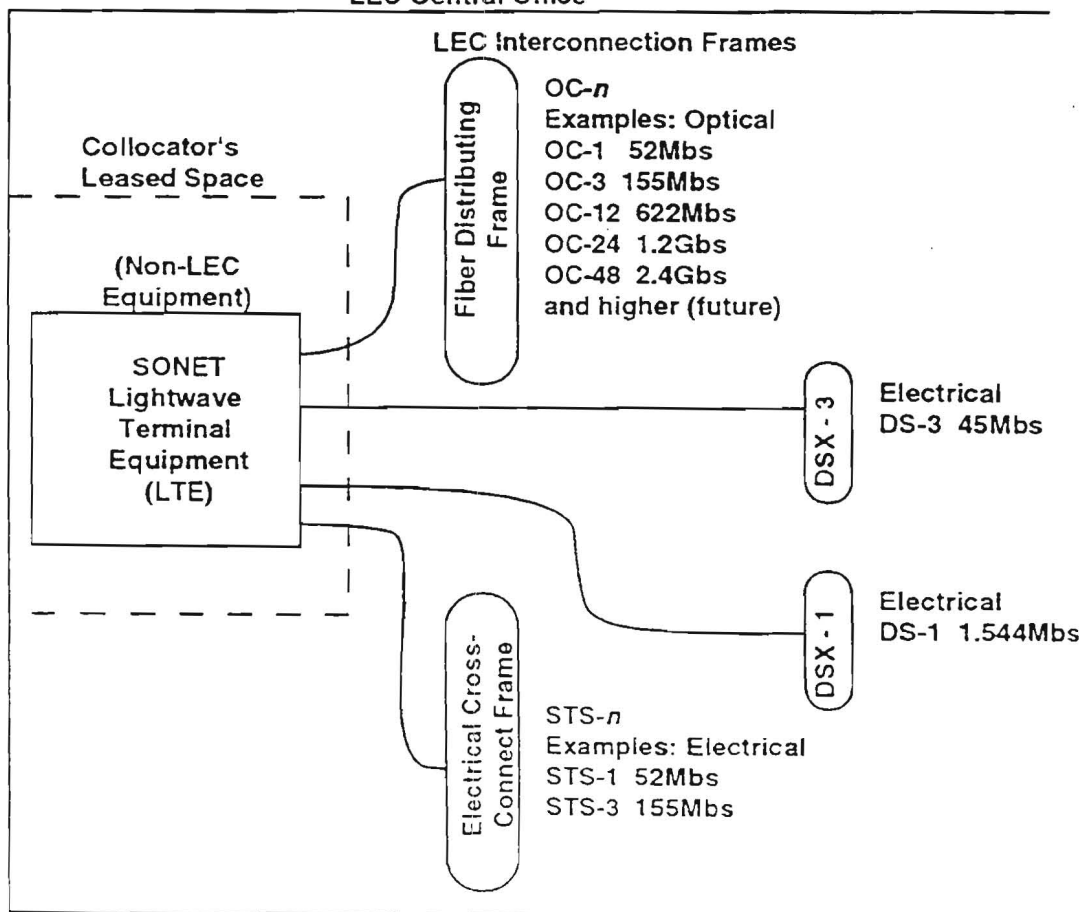
**Note 2.**

The actual physical facilities constituting the interconnection could be either LEC- or Non-LEC-owned/provided, could be collocated at the LEC Central Office and could include optical/electrical multiplexers (SONET, asynch, etc.), D-Banks, etc.

**Note 3.**

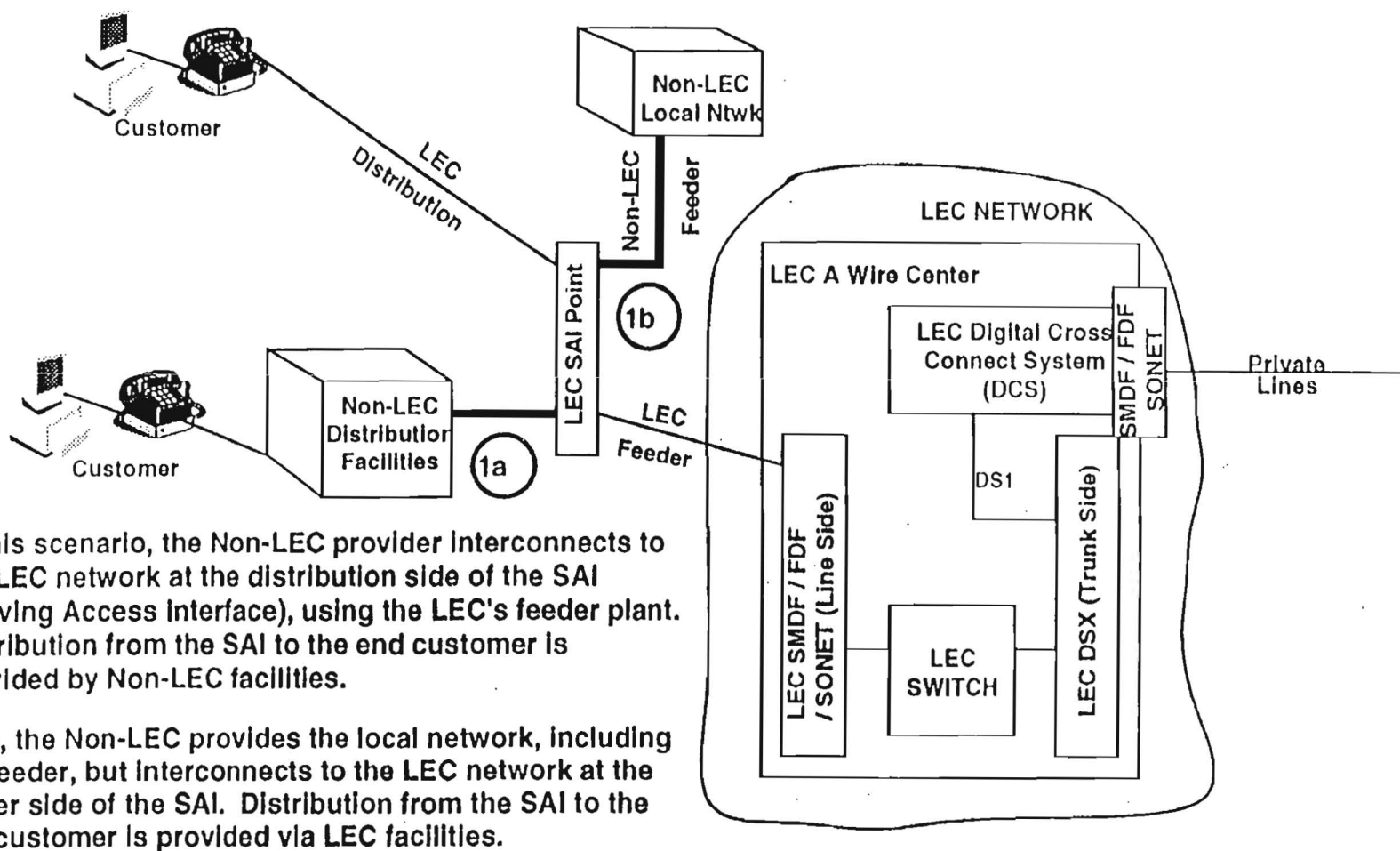
The physical interconnection facilities may need to be copper, fiber, twisted pair, etc. and may need to accommodate various forms of messaging, as defined in TRs (e.g., TR 08, TR 303).

**Figure A** Example of a Typical Collocation Arrangement  
LEC Central Office





## INTERCONNECTING IN THE OUTSIDE PLANT -- POINTS 1a and 1b



**1a** In this scenario, the Non-LEC provider interconnects to the LEC network at the distribution side of the SAI (Serving Access Interface), using the LEC's feeder plant. Distribution from the SAI to the end customer is provided by Non-LEC facilities.

**1b** Here, the Non-LEC provides the local network, including the feeder, but interconnects to the LEC network at the feeder side of the SAI. Distribution from the SAI to the end customer is provided via LEC facilities.

See Also: Notes 1, 2 and 3 in the Explanatory Notes.

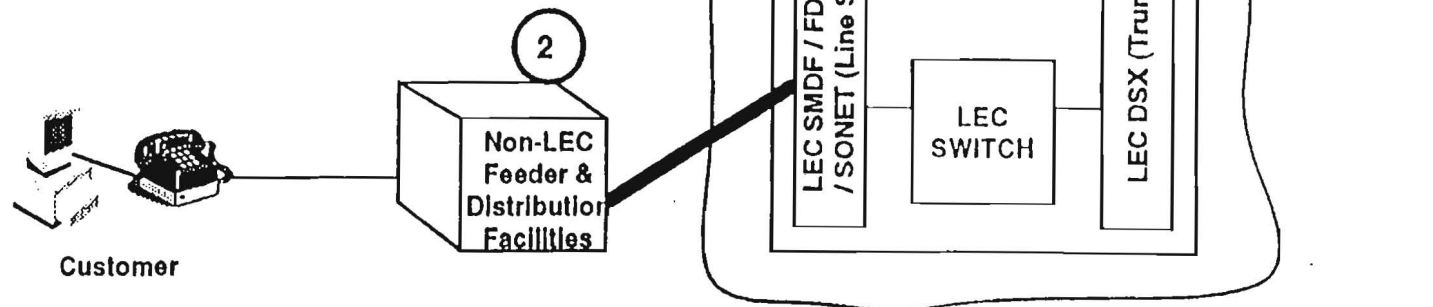
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## INTERCONNECTING AT THE MAIN DISTRIBUTING

### FRAME VERTICALS -- POINT 2

2

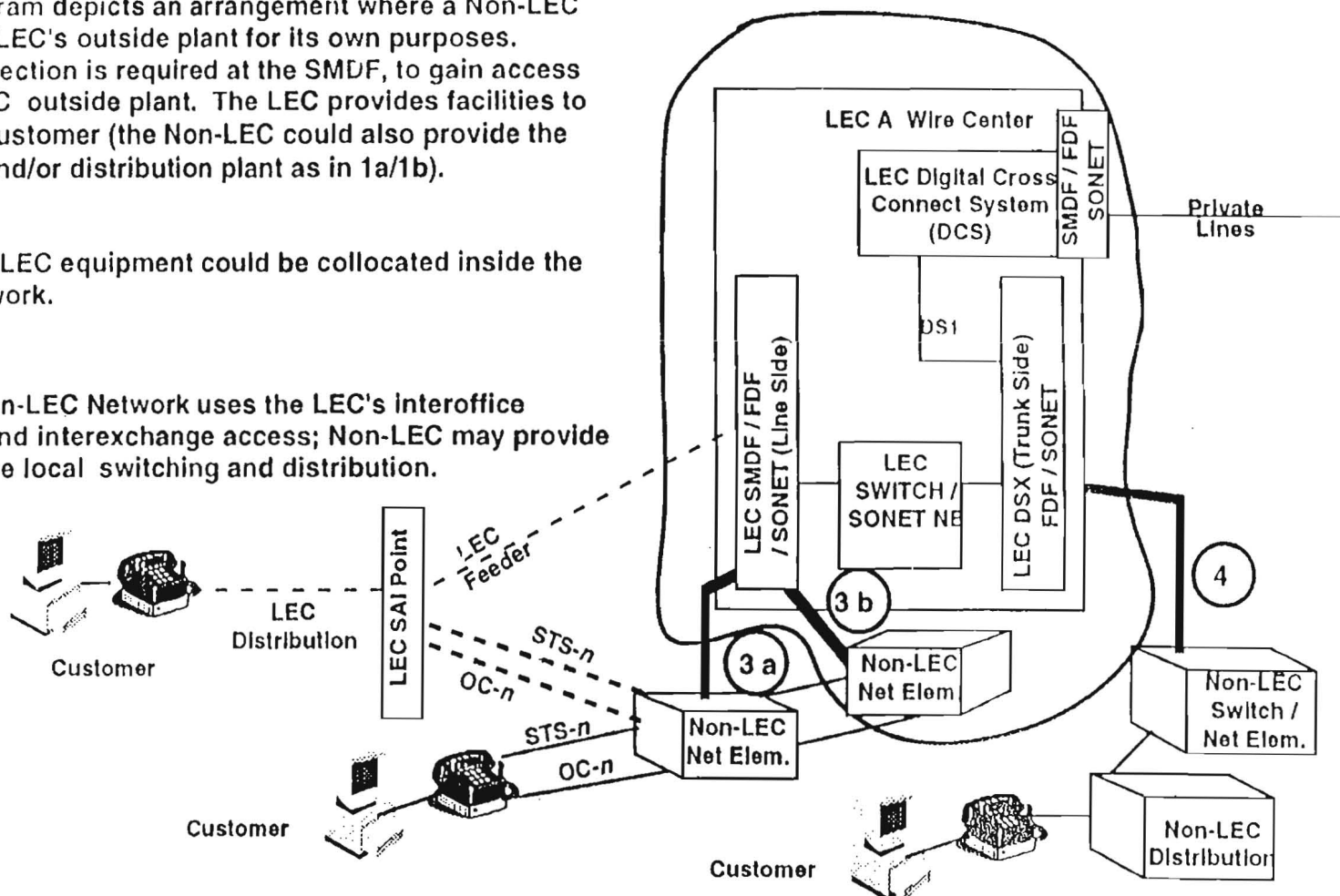
In this case, the Non-LEC Interconnects to the line side of the LEC switch, at the SMDF; all outside plant and distribution to the end customer is via Non-LEC facilities. This arrangement would provide access for competitive transport. All facility types currently in use (and planned, e.g., fiber) need to be accommodated. This differs from 1a in that the Non-LEC also provides the feeder to the LEC switch. In instances where the end customer has a private network, the Non-LEC may provide transport between the LEC switch and the private network (or other customer-owned CPE, such as a PBX).



## INTERCONNECTING AT THE MAIN DISTRIBUTING

### FRAME VERTICALS (cont'd) -- POINTS 3 & 4

- 3 a This diagram depicts an arrangement where a Non-LEC uses the LEC's outside plant for its own purposes. Interconnection is required at the SMDF, to gain access to the LEC outside plant. The LEC provides facilities to the end customer (the Non-LEC could also provide the feeder, and/or distribution plant as in 1a/1b).
- 3 b The Non-LEC equipment could be collocated inside the LEC network.
- 4 Here, a Non-LEC Network uses the LEC's interoffice facilities and interexchange access; Non-LEC may provide competitive local switching and distribution.



See Also: Note 1 in the Explanatory Notes.

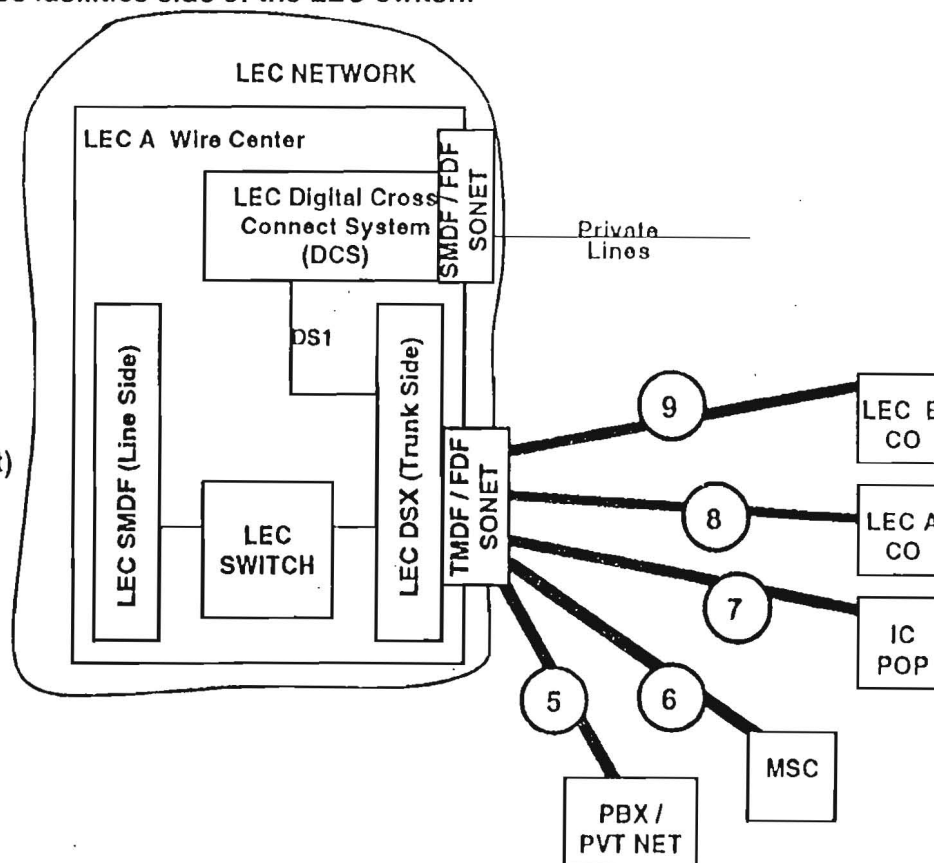
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## INTERCONNECTING ON THE TRUNK SIDE

### - POINTS 5, 6, 7, 8 & 9

These interconnections are essentially all the same in that they use LEC switching, but allow a Non-LEC to provide transport between the LEC's switch and some other entity; they differ only in what entity exists at the other end of the transport "pipe" from the LEC switch (hence, potentially, the signaling protocol) and in the service boundaries of the Non-LEC (e.g., inter- vs. intra-LATA). The point of interconnection on all of these arrangements is via the LEC's DSX (through TMDF or other electrical protection, or through FDF for test access), or via trunk side cross connects on the interoffice facilities side of the LEC switch.

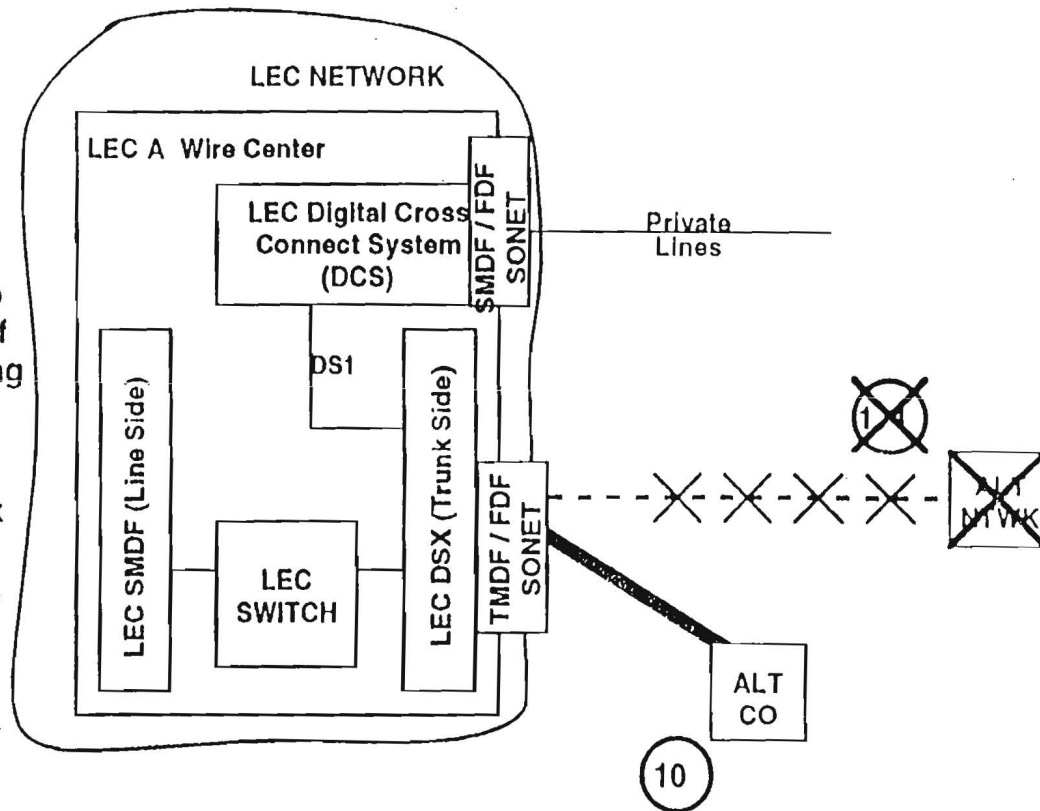
- 5 The Non-LEC interconnects to the LEC DSX (at T1 speeds) from the trunk side of the switch.
- 6 Mobile Switching Center (MSC -- a generic term which includes air-ground, paging, 2-way mobile, cellular, PCS.)
- 7 IC POP
- 8 Same LEC, other switch (Interoffice transport)
- 9 Different LEC's switch



See Also: Note 1 in the Explanatory Notes.

## INTERCONNECTING NETWORKS - POINTS 10 & 11

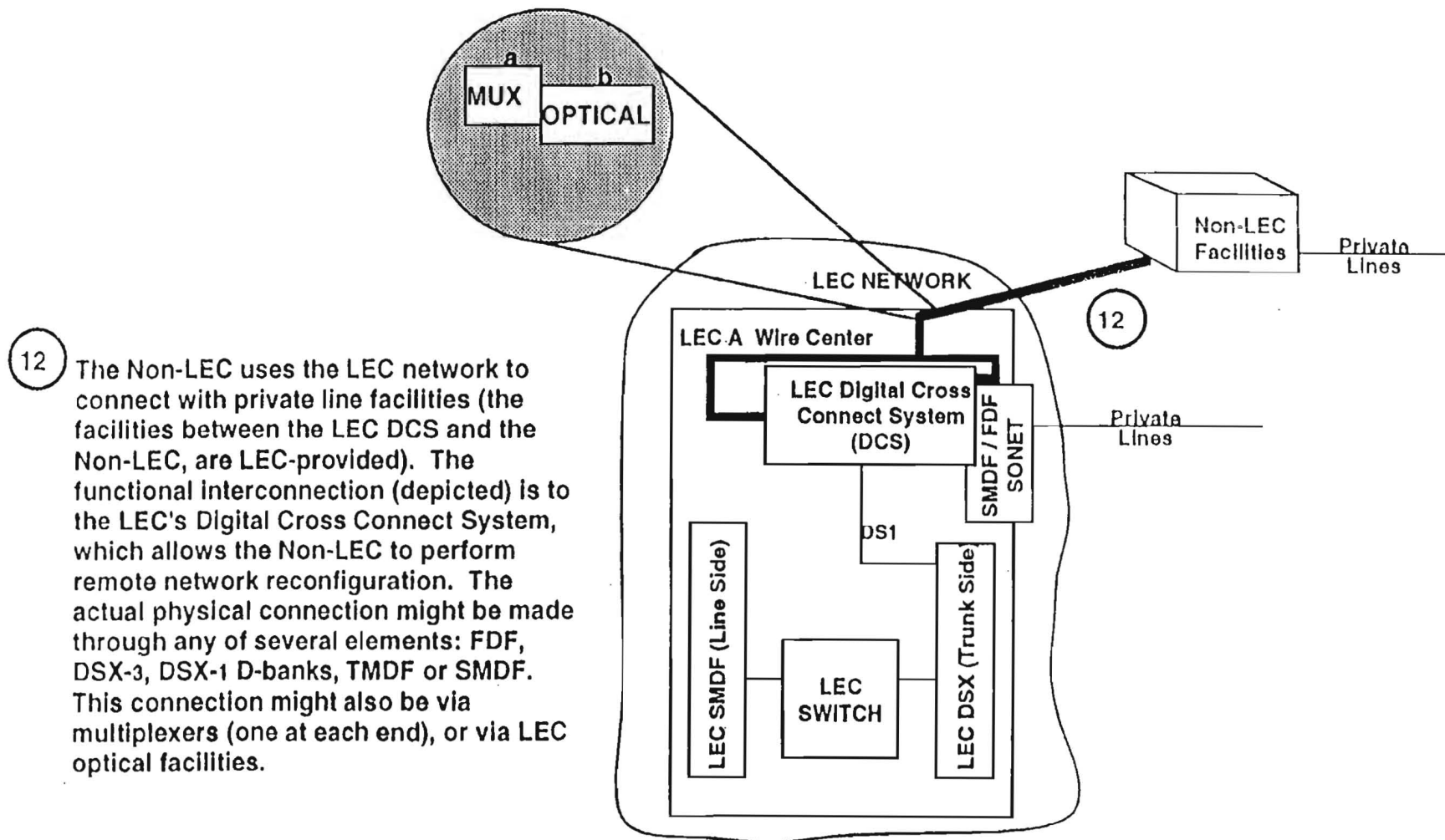
- 10 Non-LEC switch is connected directly to LEC switch (Internetwork transport) as if in the same network (i.e., with addressing capability) and at the same or similar functional level (e.g. EO-EO, AT-AT).
- ~~11~~ Non-LEC network overlaps LEC network service area; no interconnection (if needed, use 10). Deleted by IILC 7/15/92, since it was same as 4 - 10, but lacked need for interconnection.



See Also: Note 1 In Explanatory Notes.

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## PRIVATE LINE INTERCONNECTION - POINT 12



12 The Non-LEC uses the LEC network to connect with private line facilities (the facilities between the LEC DCS and the Non-LEC, are LEC-provided). The functional interconnection (depicted) is to the LEC's Digital Cross Connect System, which allows the Non-LEC to perform remote network reconfiguration. The actual physical connection might be made through any of several elements: FDF, DSX-3, DSX-1 D-banks, TMDF or SMDF. This connection might also be via multiplexers (one at each end), or via LEC optical facilities.

See Also: Notes 1 and 2 in the Explanatory Notes.

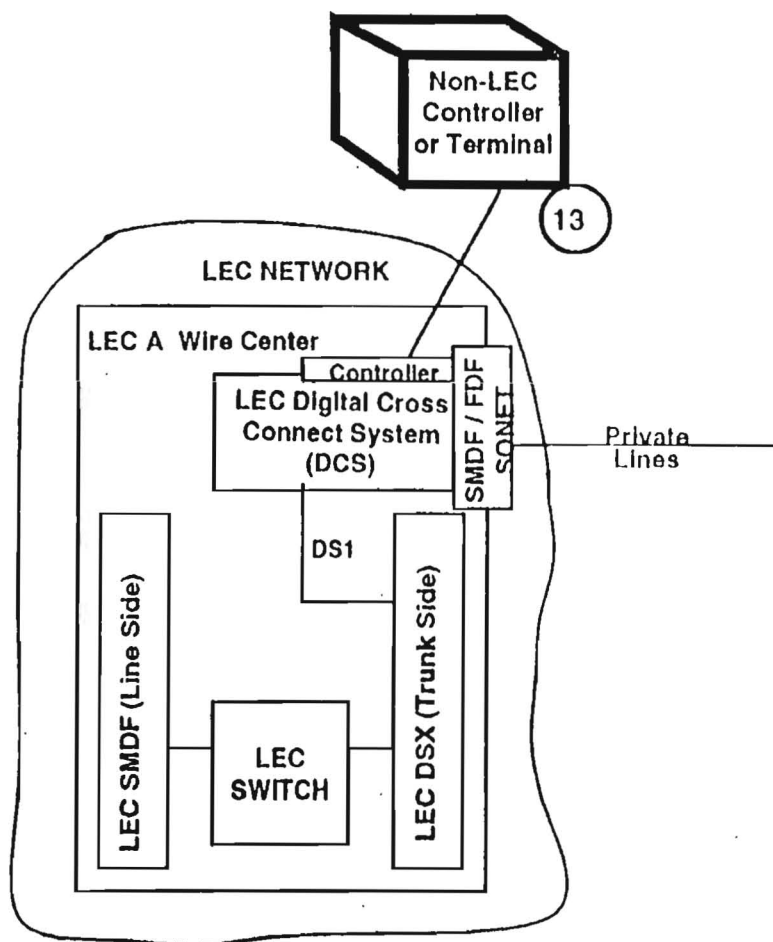
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# FACILITIES CONTROL INTERCONNECTION

## - POINT 13

13

This request pertains to the functionality of DCS control and provides a Non-LEC with online real- or near real- time control of capabilities inherent in a LEC's DCS as they apply to the Non-LEC's private line facilities on that DCS. DCS control is desired, which may be via a Non-LEC controller connected to the LEC DCS controller, or via a LEC controller from a Non-LEC terminal. The actual physical connection could be via leased private line or dial-up.



See Also: Note 2 in the Explanatory Notes.

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## SWITCH-COMPUTER APPLICATIONS INTERFACE

### (SCAI) - POINTS 14 & 15

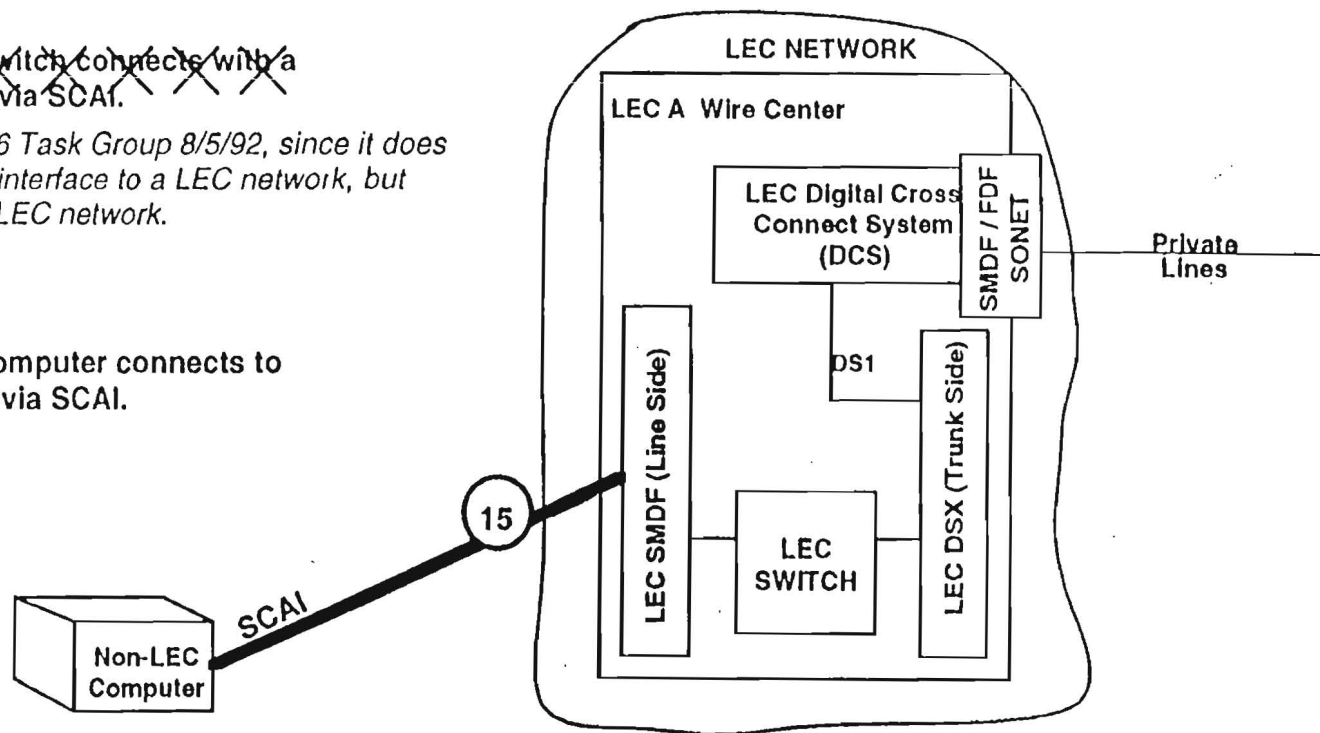
~~14~~

~~A Non-LEC's switch connects with a LEC computer via SCAI.~~

*Removed by 026 Task Group 8/5/92, since it does not describe an interface to a LEC network, but rather to a Non-LEC network.*

15

A Non-LEC's computer connects to a LEC's switch via SCAI.



See Also: Note 2 in the Explanatory Notes.

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264



206

A Non-LEC needs to be able to use a LEC's unbundled OC-n service element(s) as components of an end-to-end Non-LEC service offering. A further need of the Non-LEC is to have DCC function continuity, defined to contain either:

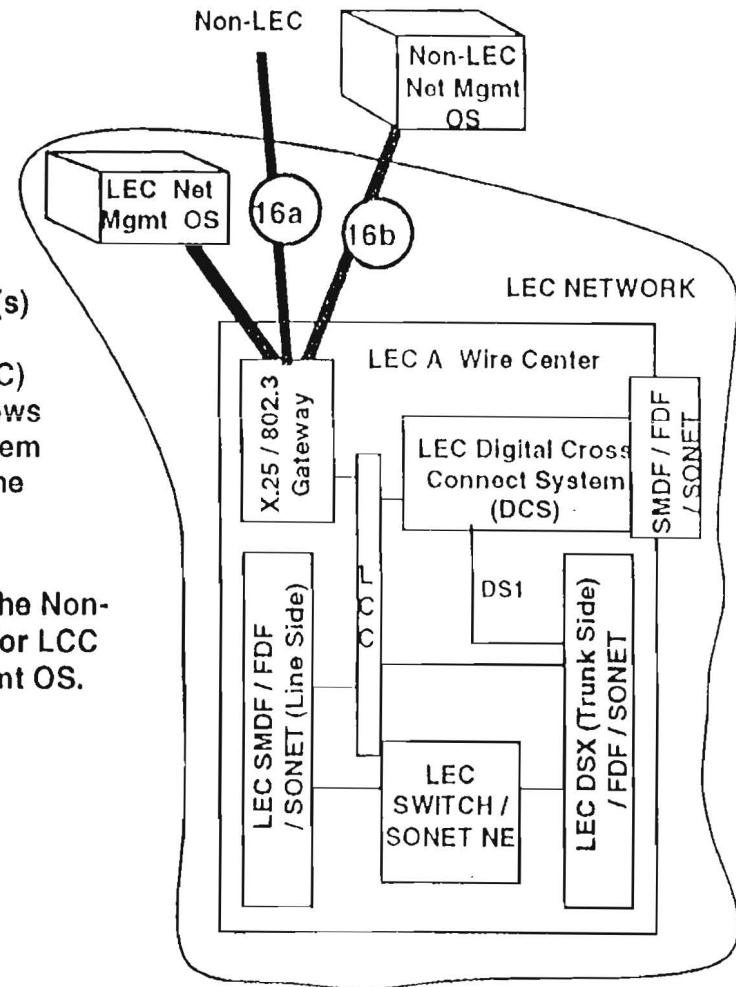
a) OC-n intact OR b) OC-n payload, valid network management and DCC bits.



The diagram shows a small vertical rectangle labeled "Non-LEC" on the left, connected by a horizontal line to a larger 3D box labeled "Non-LEC" on the right.

- 16a In the first scenario, the Non-LEC's SONET equipment unit(s) is(/are) interconnected to the LEC's Data Communications Channel (DCC) and/or Local Communications Channel (LCC) via an 802.3 / X.25 gateway. This interconnection point allows access to the LEC's Network Management Operations System (OS) and equipment telemetry to maintain the integrity of the Non-LEC's SONET offerings.
- 16b In the second application of this point of interconnection, the Non-LEC Net Mgmt OS is interconnected to the LEC's DCC and/or LCC via the same 802.3 / X.25 gateway used by the LEC Net Mgmt OS.

**See Also; Notes 1 and 2 in the Explanatory Notes.**



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Terminology, Abbreviations and Graphic Conventions

Terminology

- **Non-LEC** corresponds to the current legal (FCC) definition of the beneficiaries of ONA.
- **Feeder**, as used here, is that portion of LEC outside plant between the central office and the point (SAI) where dedicated pairs are built/designated to specific customers. Feeder plant is a shared (among multiple end-users) resource (e.g., loop carrier systems and traditional copper plant).
- **Distribution** is that portion of outside plant which extends from the SAI to the customer's premises, including the drop (i.e., to Network Interface Unit, or NIU). Distribution plant is dedicated to individual subscribers.

Abbreviations

- **ALT** = Alternate Local Transport, a competing provider, within a LEC's local serving area, of local access, switching and/or transport of telecommunications-based service(s).
- **DCC** = Data Communications Channel, a signaling channel, is the overhead bit structure of the SONET standard (see below), which allows establishment of various facility connections among SONET devices, as well as extended management and control capabilities.
- **DCS** = Digital Cross Connect System, which differs from the DSX in that the DCS receives digital signals at one bit rate, separates the subrate signals and cross connects them at a lower bit rate. Example: a DCS1/0 cross connects DS-0 signals within DS-1 inputs and outputs.
- **DSX** = Digital Signal Cross-Connect, that trunk side equipment which cross connects a digital signal as a whole unit.
- **FDF** = Fiber Distributing Frame, equipment that connects optical facilities to CO equipment. Its main function is to provide test access to "look out" into fiber facilities for maintenance.
- **IC** = Interexchange Carrier, includes MCI, AT&T, Sprint, Allnet and many others.
- **LCC** = Local Communications Channel, any signaling channel (such as DCC, above) which allows network devices/elements to communicate with each other.

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Abbreviations - cont'd

- **LEC** = Local Exchange Carrier, e.g., RBOCs, GTE, Alltel, etc.
- **MSC** = Mobile Switching Center, a generic term used to encompass a variety of facilities including cellular, paging, etc. Former terms, specific to the facility use, included Paging or Mobile Telephone Switching Office (PTSO or MTSO).
- **OC- $n$**  = Optical Carrier, a fiber system on which  $n$  is equivalent to the payload or the speed of the system.
- **PBX** = Private Branch Exchange, a customer-provided piece of network equipment for call management and routing within the customer's network/premises.
- **POP** = Point of Presence, the junction between an IC's (or mobile or other carrier's) network and the LEC's network.
- **PVT NET** = Private Network, provided, maintained and managed by end-user(s), for sole use of the end-users in switching, routing and transport of voice/data/video messages. May be interconnected with public network facilities and/or other private networks.
- **SAI** = Serving Area Interface, the point in outside plant where feeder cables are connected to distribution cables.
- **SCAI** = Switch-to-Computer Applications Interface, a signaling protocol interface developing and evolving in the national and international standards arenas.
- **SMDF** = Subscriber (i.e., line side) Main Distributing Frame, the equipment that connects the customer pair to the CO switch. Its primary purpose is as electrical protection; should any outside plant take a large electrical charge, the MDF protects the CO equipment. It also provides test access to outside plant.
- **SONET** = Synchronous Optical Network,
- **STS- $n$**  = Synchronous Transport Signal, where  $n$  equals the speed of the signal, or its payload.
- **TMDF** = Trunk (i.e., trunk side) Main Distributing Frame, the equipment that connects interoffice facilities (or internetwork facilities) to CO equipment -- the switch and/or the Digital Cross Connect System. As with all MDFs, its primary purpose is for electrical protection and for test access.

Graphic Conventions

- = that connection or link along which an interface will be/is defined to assure an effective communication path between the entities on either end. The interface would be a standard, open interface with published specifications. The physical interface might be defined to be inside or outside the basic public switched network, and would be developed, owned and maintained by one or the other terminating entities.
- = a connection that is of little significance except to show the network context for the unbundling point of connection under discussion.
- \_\_\_ = other connections of a provider (LEC or Non-LEC) that relate to the provider's network as a whole (e.g., connections between various pieces of equipment or facilities).

## PHYSICAL REQUEST ISSUES OVERVIEW

Issues associated with administering and implementing physical interconnection are identified in the section dealing with Technical/Operational Issues. Issues included in this section deal with how interconnecting companies will coordinate end user service provisioning through service orders, testing, trouble reports, assignment procedures and directory availability. Also identified are issues associated with "one-on-one" interfaces involved with the sharing of space, capacity planning, network survivability and operational support systems.

Standards issues identified with Physical Requests are discussed in a separate section. Some of these, such as transmission performance and SONET, are being addressed in current standards proceedings, but will require review to assure that the outcome of these proceedings includes reflection of a multi-provider environment. On the other hand, the Task Group identified the Serving Access Interface as a requested physical interconnection point where no standards work has been initiated to date.

PHYSICAL REQUEST ISSUES  
CATEGORY: TECHNICAL/OPERATIONAL (T/O)

<u>Issue Number</u>	<u>Description of Issue</u>	<u>Requests Affected</u>	<u>Recommendation</u>
T/O 1	Assignment and Inventory		
	A) Current availability of and accuracy in assignment records related to Service Access Interface (SAI)	1a, 1b	NOF
	1) Undocumented pair changes, etc.		
	2) Priorities of service restoral vs. record keeping		
	B) The viability of telephone-number-based loop assignment systems in a multi-provider environment may need to be examined.	1-3	NOF
T/O 2	Trouble Report Administration		
	A) No industry guidelines exist regarding how end users should report trouble where a single customer's service is provided by multiple service providers (i.e., Who receives the trouble?)	1-5, 12, 15	NOF
	B) Industry guidelines may need to be modified or developed for trouble report control and coordination among the service providers jointly providing service to a single end user.	All but 8, 16	NOF
	C) Industry guidelines for handling "network-initiated" troubles may need to be revised to accommodate an expanded multi-provider environment.		
	1) What types of tests are appropriate and how frequently should they be initiated?	1-5	NOF
	2) Who tests joint links?	1-3,5	NOF
	D) Industry guidelines may need to be developed for cross-entity billing of trouble isolation and handling in a multi-provider environment.	All	ICE

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PHYSICAL REQUEST ISSUES  
CATEGORY: TECHNICAL/OPERATIONAL (T/O)

<u>Issue Number</u>	<u>Description of Issue</u>	<u>Requests Affected</u>	<u>Recomm.</u>
<b>T/O 3</b>	<b>Testing</b>		
	A) Responsibilities are not assigned and procedures may not exist for isolating trouble in a multi-provider environment.		
	1) Can network indicators (such as 120 IPM, "fast busy") be developed and implemented which would aid in indicating the source of network congestion?	1-5,15	NOF
	2) Will loop testing functionality, test access and dispatch be required of all providers in a multi-provider environment?	1-5, 12,15	NOF
	3) How can testing be coordinated in situations such as an unattended central office?	All but 16	NOF
	4) Will provider personnel have access to other providers' trouble shooting equipment, such as the automatic number announcement circuit (ANAC) or telemetering equipment?	All	ICB
	5) Will test messages and/or signals be carried across networks? If so, how?	All but 16	NOF
	B) Separating the loop from the switch, or feeder loop plant from the distribution loop plant at the SAI, will cause difficulty in obtaining systems support.	1a,1b	ICB
	1) Unless test access is designed with separation of the distribution loop, no surveillance, testing and/or isolation can be administered without dispatch.		
	2) Guidelines regarding such multi-provider dispatch Do not exist.		
	C) Expansion of current "electrical" interconnection capabilities to other means (e.g., fiber-optics) may raise maintenance and repair and testing problems.	All but 16	NOF
<b>T/O 4</b>	<b>Shared Space (e.g., physical, virtual collocation)</b>		
	A) Availability and capacity (both current and planned) of space for facilities or interconnection	All but 13, 16	ICB
	1) The interconnection type requested (e.g., fiber vs. copper) could impact availability of space at interconnection points (e.g., SAI, conduit, C.O.).		
	B) Space Administration and Access	All but 13, 16	ICB
	1) How will limited space be allocated?		
	2) How can security be maintained in a shared environment? For example, will direct connections be allowed?		
	3) Who will have access to shared facilities?		
	4) Whose labor force will do the actual physical interconnection?		
	5) What are the responsibilities of each provider?		

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PHYSICAL REQUEST ISSUES  
CATEGORY: TECHNICAL/OPERATIONAL (T/O)

<u>Issue Number</u>	<u>Description of Issue</u>	<u>Requests Affected</u> <u>Recomm.</u>	
T/O 5	Capacity Planning		
	A) Traditional LEC forecasts and engineering will not, by themselves, be sufficient to drive network deployment in a multi-provider environment.	All	ICB
	1) How will capacity engineering be accomplished for network components in a multi-provider environment?		
	2) When necessary, how can timely forecasts and planning information be assimilated among all parties? Who could access such data?		
T/O 6	Provisioning		
	A) Load balancing in a multi-provider environment (e.g., Integrated Digital Loop Carrier, Hybrid Fiber/Coax)	1-10, 12,13	ICB
	B) Ability of operational support systems (OSSs) to operate in a multi-provider environment to allow assignment and design of circuits	All	ICB
T/O 7	Service Ordering		
	A) Service order coordination in a multi-provider environment	All	OBF
	B) Current service orders may not reflect some points of interconnection on a single end-user account.	All	OBF
	C) Work order records required for service connection may need to be distributed among multiple providers.	All	OBF
T/O 8	Service Order Codes		
	A) New service order codes may be required for unbundled network service components	All	OBF
	B) Sharing of service order codes among system providers should be examined.	All	OBF
T/O 9	Directory Listings and Databases		
	A) Providing directories and database services in a multi-provider environment	1-6, 10	ICB
	1) Will directories be developed on a separate or combined basis?		
	2) Who will handle Directory Assistance (DA) for Non-LEC customers? For a LEC customer asking for a Non-LEC number and vice versa?		
	3) How will DA operator recording and billing be done?		
	4) How will cross-charging for database entries be done?		

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PHYSICAL REQUEST ISSUES  
CATEGORY: TECHNICAL/OPERATIONAL (T/O)

<u>Issue Number</u>	<u>Description of Issue</u>	<u>Requests Affected</u>	<u>Recomm.</u>
T/O 10	Network Reliability and Survivability A) Concerns arise from collocation of equipment, without NEBS, UL, etc. compliance.	All	ICB
T/O 11	Operational Support Systems A) Procedures for OSS Access in a multi-provider environment. For example: <ul style="list-style-type: none"><li>- access only to allowed data</li><li>- access only to subscribed functionalities</li><li>- affect only "own" services</li></ul>	1-5,13 &15	IILC

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PHYSICAL REQUEST ISSUES  
CATEGORY: STANDARDS (S)

<u>Issue Number</u>	<u>Description of Issue</u>	<u>Requests Affected</u>	<u>Recommendations</u>
S 1	Transmission Standards		
	A) Transmission quality standards (switching, transport and loop) may need to be reexamined to reflect a multi-provider environment	All but 16	T1
S 2	Service Access Interface (SAI)		
	A) Standards do not exist for third party interconnection at the SAI	1a, 1b	T1
S 3	Synchronous Optical Network (SONET)		
	A) The Data Communications Channel (DCC) for SONET is not standardized for interoperability among different vendors' equipment	3, 10, 12, 13, 16	T1
	B) SONET transport cannot be partitioned any lower than the network element level		

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UNBUNDLING/INTERCONNECTION ISSUES  
CATEGORY: PUBLIC POLICY (PP)

Issue  
Number

Description of Issue

- PP 1** Network Reliability/ Survivability/Performance in a multi-provider environment
- A) As additional interconnection among networks is allowed, regulatory oversight associated with fault prevention and reporting must be accommodated.
  - B) Network "Certification" procedures may need regulatory review.
  - C) Minimum service levels, monitoring and network performance requirement may need regulatory review to assure they reflect a multi-provider environment.
- PP 2** Carrier of Last Resort
- A) Carrier Of Last Resort (COLR) obligations and responsibilities may need to be re-examined in a multi-provider environment (e.g., reserve facility capacity and cost recovery)
- PP 3** Directory Listings and Database Services
- A) Public policy input may be necessary in resolving published directory and directory database listing issues. (Related issues are addressed in Physical issue T/O 9.)
- PP 4** Operational Support Systems (OSS)
- A) Regulatory policies associated with access to OSSs may need to be examined to assure they reflect a multi-provider environment.
- PP 5** Universal Service
- A) The need for, and definition of, Universal Service may need to be further examined for impacts from and on a multi-provider environment
  - B) Obligations and responsibilities associated with Universal Service, if still a policy goal, may require revisions for a multi-provider environment
  - C) Similarly, subsidies (both explicit and implicit) associated with any Universal Service policy may need to be examined to assure they reflect a multi-provider environment
- PP 6** Interconnection
- A) Regulatory guidelines for reciprocity in providing interfaces may be require for interconnection, signaling and services in a multi-provider environment
  - B) Existing regulatory and legal constraints that may inhibit a fully competitive multi-provider environment need to be examined and possibly revised (e.g resale rules/SPOI/market trials).
- PP 7** Compensation
- A) Policies associated with investment made under rate of return regulation (particularly for facilities abandoned solely due to competition) may need review for impacts of a multi-provider environment

NOTE: The term "LEC" is used to indicate the existing local exchange network and services provider; "Non-LEC" refers to all other providers.

UNBUNDLING/INTERCONNECTION ISSUES  
CATEGORY: PUBLIC POLICY (PP)

<u>Issue Number</u>	<u>Description of Issue</u>
PP 8	<p>Network Disclosure</p> <p>A) Existing network disclosure rules, including requirements to disclose proprietary interfaces, may need to be examined to assure they reflect a multi-provider environment.</p>
PP 9	<p>Privacy/Protection of Customer Proprietary Network Information (CPNI)</p> <p>A) Rules for access to and use of provider and customer information by end users and other providers, may need to be developed or modified to ensure the privacy of all parties in a multi-provider environment.</p>
PP 10	<p>Law Enforcement Wire Taps</p> <p>A) Existing guidelines (including recently passed legislation) governing the proper placement of legally obtained wire taps may need to be examined to assure it reflects a multi-provider environment.</p>
PP 11	<p>Settlements</p> <p>A) Current settlement processes may need to be examined for impacts of a multi-provider environment.</p>
PP 12	<p>Customer Education</p> <p>A) Guidelines and requirements may be needed to educate providers and consumers on their interconnection opportunities and responsibilities, as competitive alternatives become available.</p>
PP 13	<p>Rights-Of-Way</p> <p>A) Rules, regulations and agreements concerning rights-of-way may need to be examined to assure they reflect a multi-provider environment.</p>
PP 14	<p>Essential Services</p> <p>A) Regulations, responsibilities and agreements on provision of essential services (e.g., 911 and Telecommunications Relay Service) may need to be examined for impacts of a multi-provider environment.</p> <p>B) Services requiring a database query in a multi-provider environment may need to be examined with regard to the following:</p> <ul style="list-style-type: none"><li>• Should the time for an expected response expire, who is responsible for assuring the call goes to police, EMS or fire, if that was the intended destination?</li><li>• What restrictions should be put on a provider to ensure that access to emergency services is protected?</li></ul> <p>C) Policies on National Security/Emergency Preparedness (NS/EP) may need to be examined for impacts of a multi-provider environment.</p>

NOTE: The term "LEC" is used to indicate the existing local exchange network and services provider; on-LEC" refers to all other providers.

Appendix 7  
MCI Requirements for Inter-carrier Agreements List of Acronyms

1-MB	One Message rate Business phone line
1FB	One Flat rate Business phone line
1FR	One Flat rate Residential phone line
1MR	One Message rate Residential phone line
ADSL	Asymmetrical Digital Subscriber Line
AIN	Advanced Intelligent Network
ALI	Automatic Location Identification
ALIT/SLIT	Auto / Subscriber Line Tests
ALT	Alternate Local Transport
ANSI	American National Standards Institute
ASC	Access Service Customer
ASP	Access Service Provider
ASPC	Access Service Provider Coordinator
ASR	Access Service Request
BET	Building Entrance Terminal
BISDN	Broadband Integrated Services Digital Network
BLV	Busy Line Verification
BNA	Billed Name [and] Address
BRI	Basic Rate Interface (1 of 2 subscriber interfaces per ISDN)
CABS	Carrier Access Billing Systems
CAMA-ANI	Centralized Automatic Message Accounting/Automatic Number Identification
CAP	Competitive Access Provider
CARE	Customer Account Record Exchange
CCL	Common Carrier Line
CIC	Carrier Identification Code
CIP	Carrier Identification Parameter
CLASS	Custom Local Area Signaling Service
CLEC	Certified Local Exchange Carrier
CLLI	Common Language Location Identifier
CMDS	Centralized Message Distribution System
COT	Central Office Terminal
CPN	Calling Party Number
CRIS	Customer Record/Information System
DA	Directory Assistance
DCC	Data Communications Channel
DID	Direct Inward Dialing
DLC	Digital Loop Carrier
DLR	Design Layout Reports
DS0	Digital Service, Level 0
DS1	Digital Service, Level 1
DS3	Digital Service, Level 3
DTMF	Dual Tone Multi Frequency
DVA	Designated Verified and Assigned Date
DXC	Digital Cross Connect
E1	(Euro equiv of T-1 but at 2,048 mbps)
EI	Emergency Interrupt
ESF	Extended Super Frame
ESL	Essential Service Line
ESN	Emergency Service Number

Appendix 7  
MCI Requirements for Intercarrier Agreements List of Acronyms

ETTR	Estimated Time To Repair
FCC	Federal Communications Commission
FDI	Feeder Distribution Interface
FOC	Firm Order Commitments
HFC	Hybrid Fiber-Coax
IDLC	Integrated Digital Loop Carrier
IILC	Information Industry Liaison Committee
ILEC	Incumbent Local Exchange Carrier
IN	Intelligent Network
interLATA	Local Access Transport Area
intraLATA	Local Access Transport Area
ISDN	Integrated Services Digital Network
ISUP	Integrated Services digital network User Part
IXC	Interexchange Carrier
LCC	Local Communications Channel
LEC	Local Exchange Company
LIDB	Line Information Database
LNP Database	Local Number Portability
LOA	Letter of Authorization
LRN	Local Routing Number
MDF	Main Distributing Frame
MECAB	Multiple Exchange Carrier Access Billing
MECOD	Multiple Exchange Carrier Ordering and Design
MF	Multi-Frequency
MRVT	MTP Routing Verification Test
MSAG	Master Street Address Guide
MSC	Mobile Switching Center
MTP	Message Transfer Part
MTTR	Mean Time To Repair
NI	Network Interface
NOF	Network Operations Forum
NPA	Numbering Plan Area
NRCs	Non-Recurring Charges
NIU	Network Interface Unit
OASP	Other Access Service Provider
OC-12	Optical Carrier, Level 12
OC-192	Optical Carrier, Level 192
OC-3	Optical Carrier, Level 3
OC-48	Optical Carrier, Level 48
OCN	Operating Company Number
OSS Databases	Operations Support Systems
PBX	Private Branch Exchange
PIC	Presubscribed Interexchange Carrier
POI	Point of Interconnection
POP	Point of Presence
POTs	Plain Old Telephone Service
PRI	Primary Rate Interface (1 of 2 interfaces for ISDN)
PSAP	Public Safety Answering Point
PTD	Plant Test Date

Appendix 7  
MCI Requirements for Inter-carrier Agreements List of Acronyms

PUC	Public Utilities Commission
RCF	Remove Call Forwarding
ROW	Right of Way
RT	Remote Terminal
SAG	Service Address Guide
SAI	Serving Area Interface
SCAI	Switch-to-Computer Applications Interface
SCCP	Signaling Correction Control Part
SCPs	Service Control Point or Signal Control Point
SLC	Subscriber Loop Carrier
SLU	Straight Line Under
SMDF	Subscriber Main Distributing Frame
SMS	Service Management System
SONET	Synchronous Optical Network
SPOC	Single Point of Contact
SPOIs	Signaling Points of Interconnect
SRVT	SCCP Routing Verification Test
SS7	Signaling System 7
SSP	Service Switching Point
STS	Synchronous Transport Signal
TCAP	Transactional Capabilities Application Part
TLN	Telephone Line Number
TMDF	Trunk Main Distributing Frame
TMN	Telecommunications Management Network
TSLRIC	Total Service Long Run Incremental Cost
TSP	Telecommunication Service Priority
UDLC	Universal Digital Loop Carrier
ULS	Unbundled Local Switching
VRU	Voice Response Unit
VT	Virtual Tributaries
WORD	Work Order Record and Detail
WTN	Working Telephone Number

## **Term Sheet Items**

The purpose of this exhibit is to separate term sheet items into arbitration categories.

As used in this exhibit the following terms have the meanings as set forth herein.

**Agreement in Principle:** Term Sheet items where MCI believes that the parties may have reached agreement in principle, but where the parties have not yet agreed to specific contractual terms.

**Arbitration:** Procedures ordered by this commission for handling arbitration petitions submitted under section 252 of the Federal Telecommunications Act .

**Mediation Plus Arbitration Procedures:** Arbitration procedures defined in paragraphs 22 and 23 of the MCI arbitration petition.



Arbitration Issue List		Agreement in Principle	Arbitration	Mediation plus arbitration procedures
<b>I. INTERCONNECTION</b>				
1. Point of Interconnection				
1.1 One POI; no cost		X	X	
1.2 Any feasible point		X	X	
1.3 Size network		X	X	
1.4 No traffic restrictions		X	X	
1.5 Modify POI w/o contract		X	X	
1.6 POI not unilaterally defined		X	X	
1.7 Network inefficiencies			X	
1.8 Same facilities & quality		X	X	
2. Trunking				
2.1 Any point; 2way traffic		X	X	
2.2 Combine traffic types		X		X
2.3 B8ZS voice & data		X		X
2.4 POI @ voice, data, other		X		X
3. Traffic Types				
3.1 Equip. for all types traffic		X	X	
3.2 Local Exchange		X	X	
3.3 Exchange Access		X	X	
3.4 IXC Transit		X	X	
3.5 Other transit		X	X	
3.6 IN Logical & Physical		X	X	
3.7 E911, DA, OS		X	X	
3.8 Network Surveillance		X	X	
4. Signaling				
4.1 Signaling I/C @ cntrl pts		X		X
4.2 SS7 w/all parameters				X
4.3 Access to all links				X
4.4 SPOI @ 56k w/diversity		X		X
4.5 Meet Bellcore SS7 specs		X	X	
4.6 SS7 or MF		X		X
4.7 CIP at no charge				X
4.8 Intercompany 64kbps clear		X		X
4.9 TCAP for CLASS		X		X

Arbitration Issue List		Agreement in Principle	Arbitration	Mediation plus arbitration procedures
4.10 I/C fair & standards based		X	.	X
4.11 Compatible standards		X		X
5. Compensation				
5.1. Exchange Access				
5.1.1 Access @ TSLRIC			X	
5.2. Reciprocal Compensation				
5.2.1 reference Sec. XIII				
5.2.2 No charge for POI prov.		X	X	
5.2.3 LEC absorb NRC		X	X	
5.3 SS7 @ TSLRIC			X	
5.4 Transit @ TSLRIC			X	
6. Business Processes				
6.1. Order Processing				
6.1.1 Dedicated MCI order cntr		X		X
6.1.2 Electronic Bonding		X	X	
6.1.3 ILEC order term to MCI		X		X
6.1.4 automated 2-way trunking		X		X
6.2. Provisioning and Installation				
6.2.1 Equal order process time		X	X	
6.3. Trouble Resolution, Maintenance and Customer Care				
6.3.1 7x24 service centers		X		X
6.3.2 VRU call transfer				X
6.3.3 Real time Read/write				X
6.3.4 Real time service notice		X		X
6.3.5 w/3rd party contractor				X
6.3.6 Multi-ILEC proc's: NOF		X		X
6.3.7 Escalation via NOF		X		X
6.3.8 Coordinated repair		X		X
6.3.9 7x24 phone #, test line #		X		X
6.3.10 Law enforcement		X		X
6.4. Billing				
6.4.1 Cycles & Info per MECAB		X		X
6.4.2 Multiple Bill/Single Tariff		X		X
6.4.3 No MPB dev. charges		X		X
6.4.4 IXC inward term call rec.		X		X
6.4.5 EMR for Term/Orig		X		X
6.4.6 Call rec. in MCI format		X		X

Arbitration Issue List		Agreement in Principle	Arbitration	Mediation plus arbitration procedures
6.4.7 Call rec. in MCI media		X		X
6.4.8 IXC bill for ILEC transit		X		X
6.4.9 Exchange test Files		X		X
6.4.10 No RIC for MCI EO		X	X	
6.4.11 Fraud indemnity				X
7. Quality of service				
7.1 No less than ILEC existing		X	X	
7.2 P.01 design objectives		X		X
7.3 I/C priority over non-emer.		X		X
7.4 POI install not > 60 days		X		X
7.5 Emer. augment process		X		X
7.6 Breach of svc agreements		X	X	
7.7 Leases; qual. per Bellcore			X	
8. Information				
8.1 Confirm translations compl.				X
8.2 ILEC-CLEC QOS comps			X	
8.3 Exchange of forecasts		X		X
8.4 Network ID dbase access		X	X	
II. NON-DISCRIMINATORY ACCESS TO NETWORK ELEMENTS				
1. Unbundled Element List				
1.1 Local Loop (def.)			X	
1.2 Local Switching (def.)			X	
1.3 Tandem/Transit (def.)		X	X	
1.4 Ancillary Service (def.)		X	X	
1.5 Transport (def.)			X	
1.6 Data Switching (def.)		X	X	
1.7 IN/AIN (reference)			X	
2. General Requirements				
2.1 Elements, products, svcs		X	X	
2.2 No restrictions on comb.			X	
2.3 Parity in provisioning			X	
2.4 Phys./Logical POI for AIN				X
3. Compensation				
3.1 Priced @ TSLRIC			X	
3.2 Pricing reflect all factors			X	
3.3- Purchase equip. @ cost			X	

Arbitration Issue List		Agreement in Principle	Arbitration	Mediation plus arbitration procedures
4. Quality of Service				
4.1 Breach of svc. agreements			X	
4.2 7x24				X
4.3 New I/F not impact exist.		X	X	
4.4 Same svc as for ILEC		X	X	
4.5 Neg. performance metrics		X		X
4.6 Customer's svc & features		X		X
4.7 Service & Leased parity		X	X	
4.8 ILEC formal tracking proc's		X	X	
5. Information				
5.1 Describe all elements		X	X	
5.2 Describe svc, feat., layout		X	X	
5.3 Fac. & power handling		X		X
5.4 SAG via hard & electronic		X	X	
5.5 Unbundled elements engin.			X	
5.6 Eng. change notices		X	X	
6. Business Processes				
6.1. Order Processing				X
6.1.1 Elect. comm. interface		X		X
6.1.2 Order via prov. codes		X		X
6.1.3 ULS w/ comb. elements				X
6.1.4 Comb. elements packaged		X		X
6.1.5 Packaged codes estab.		X		X
6.1.6 Retain I/C elements		X		X
6.1.7 Attain #'s on-line; vanity		X		X
6.1.8 Order switch features				X
6.1.9 Order AIN triggers				X
6.1.10 Neg. svc & disco ordering		X		X
6.1.11 Real-time install sched.		X		X
6.1.12 Other real-time reqts.				X
6.1.13 Sched. change notif.				X
6.1.14 Expedite & escalations		X		X
6.1.15 Customer expedites		X		X
6.2. Provisioning and Installation				
6.2.1 Test & turnup proc's				X
6.2.2 Disconnect notice				X
6.2.3 Brand customer notices				X
6.2.4 Test combined elements		X		X

Arbitration Issue List		Agreement in Principle	Arbitration	Mediation plus arbitration procedures
6.3. Trouble Resolution, Maintenance & Customer Care				
6.3.1 Electronic interface items		X		X
6.3.2 Misdirected service calls		X		X
6.3.3 BLV & emerg. interrupt		X		X
6.3.4 7x24 SPOC maint. center		X		X
6.3.5 Trouble shooting by ILEC		X		X
6.3.6 Escalation process		X		X
6.3.7 ILEC mech. loop test		X		X
6.3.8 Status reports; ETR		X		X
6.3.9 Branded maint. ticket				X
6.3.10 Prescreen & MCI auth.		X		X
6.3.11 ALIT/SLIT failure notif.		X		X
6.3.12 Branded 'not-at-home'		X		X
6.3.13 MCI coordinate dispatch		X		X
6.3.14 Alarm response parity		X		X
6.3.15 ILEC disaster recov. plan				X
6.3.16 ILEC is single POC				X
6.3.17 Restor. equip dispatch				X
6.3.18 Prior notice & influence		X		X
6.4. Billing				
6.4.1 CABS format				X
6.4.2 CARE record format		X		X
III. NON-DISCRIMINATORY ACCESS TO POLES, DUCTS, CONDUITS, ROW				
1. Access				
1.1 Unlimited access			X	
1.2 Building entrance conduits			X	
1.3 Network interface device			X	
1.4 Public/private property		X	X	
1.5 Unrestricted auth. to attach		X	X	
1.6 No intervening on permits			X	
1.7 Capacity can be made open		X	X	
2. Compensation				
2.1 Priced @ TSLRIC			X	
2.2 Pro-rated costs for improv.			X	
2.3 No application fees			X	

Arbitration Issue List		Agreement in Principle	Arbitration	Mediation plus arbitration procedures
2.4 Fees be fixed			X	
2.5 Consistent with the Act		X	X	
3. Information				
3.1 Notice of changes		X	X	
3.2 Open access to prints		X	X	
3.3 Capacity reports			X	
3.4 10 day info. response			X	
3.5 Timeliness equal to ILEC			X	
4. Quality of service				
4.1 Breach of svc agreement			X	
5. Business Processes				
5.1 Neutral processes		X	X	
5.2 Capacity within 30 days				X
<b>IV. UNBUNDLED LOCAL LOOPS</b>				
1. Unbundled Loop Elements				
1.1 Network Interface device			X	
1.2 Loop distribution (def.)			X	
1.3 DLC/cross connect (def.)		X	X	
1.4 Loop feeder (def.)		X	X	
2. General Requirements				
2.1 Ubiquitous availability		X	X	
2.2 Any point within 500 ft		X		X
2.3 Ubiquitous transport		X	X	
2.4 No measuring traffic		X		X
2.5 Equip. placing & loop trans.			X	
2.6 Standard network design		X		X
3. Compensation				
3.1 Priced @ TSLRIC			X	
3.2 Term&Volume discount			X	
3.3 Relief of volume commit.			X	
4. Business Processes				
4.1. Order Processing				
4.1.1 Mechanized requirement		X		X
4.2. Provisioning and Installation				
4.2.1 Automated I/F; forecasts		X		X
4.2.2 Completion confirmation				X



Arbitration Issue List		Agreement in Principle	Arbitration	Mediation plus arbitration procedures
4.3. Trouble Resolution, Maintenance and Customer Care				
4.3.1 Service degrad. notice		X		X
4.3.2 ILEC carrier-loop ID		X		X
4.3.3 Dispatch scheduling		X		X
4.3.4 Dedicated centers				X
4.3.5 3rd party contractor				X
4.4. Billing CABS		X		X
5. Quality of Service				
5.1 Reference II.4				
6. Information				
6.1 Reference II.5				
<b>V. UNBUNDLED LOCAL TRANSPORT</b>				
1.Unbundled Local Transport Elements				
1.1 Dedicated trunks (def.)			X	
1.2 Interoffice trunks (def.)		X	X	
1.3 MUX/DCC (def.)		X	X	
1.4 Dark Fiber (def.)			X	
2. General Requirements				
2.1 MCI-NonILEC I/C avail.		X	X	
2.2 Bellcore/Industry standards		X	X	
3. Compensation				
3.1 Priced @ TSLRIC			X	
4. Quality of Service				
4.1 Breach of Svc agreement		X	X	
4.2 Equip. protection @ parity		X	X	
4.3 Redundant Power @ parity		X	X	
4.4 Spare facilities @ parity		X	X	
4.5 Facility Perf. @ parity		X	X	
5. Business Processes				
5.1. Mech. Order Processing		X	X	
5.2 3rd party contractor				X
6. SONET Systems				
6.1 Additional reqts intro		X		X
6.2 SONET/Bellcore standards		X	X	
6.3 Access to Perf. data		X		X

Arbitration Issue List		Agreement in Principle	Arbitration	Mediation plus arbitration procedures
6.4 Equipment Protection		X		X
6.5 Redundant Power		X		X
6.6 Synchronization				X
6.7 Multi-vendor equipment		X		X
6.8 DCC connectivity		X		X
6.9 Ring requirements				X
6.10 Support Physical Interface IILC		X		X
7. Information Ref II.5				
<b>VI. UNBUNDLED LOCAL SWITCHING</b>				
1.Unbundled Local Switching Elements				
1.1 Line Port (def.)			X	
1.2 Trunk Port (def.)			X	
1.3 Switching capacity (def.)			X	
1.4 Signaling & dbase (def.)			X	
2. General Requirements				
2.1 Purchase @ each EO			X	
2.2 Switching functionalities			X	
2.3 ULS components			X	
2.4 ULS combined w/elements			X	
2.5 ULS purchase nets all fxn's			X	
2.6 I/C from any source			X	
2.7 Loc. Exch. & Sw. Access			X	
2.8 ILEC AIN functionality				X
3. Compensation				
3.1 TSLRIC			X	
3.2 Line costs - per line			X	
3.3 Trunk costs - per mou			X	
3.4 BH costs - line & usage			X	
3.5 3rd rate; switch matrix use			X	
3.6 CLASS; no charges			X	
3.7 Centrex @ cost based			X	
3.8 TSLRIC for extra centrex			X	
4. Quality of Service				
4.1 Same GOS			X	
4.2 Breach of Svc agreements			X	



Arbitration Issue List		Agreement in Principle	Arbitration	Mediation plus arbitration procedures
4.3 Monitor LEC GOS			X	
4.4 Reference II.4				X
5. Business Processes				
5.1 Electronic processes				X
5.2 Reference II.6				X
6. Tandem Switching				
6.1 Requirements lists			X	
7. Information - Reference II.5				
VII. NON-DISCRIMINATORY ACCESS TO 911, DA, OPERATOR SVC				
911				
1. General Requirements				
1.1 Routing to PSAP		X		X
1.2 Default arrangements		X		X
1.3 Automated access to dbase		X		X
1.4 ID special routing		X		X
1.5 Emergency backup #		X		X
1.6 Planning into & SS7		X		X
1.7 Default ESN plan		X		X
1.8 Adopt NENA standards				X
1.9 Adopt carrier codes				X
2. Compensation				
2.1 Equal cost			X	
2.2 Priced @ TSLRIC			X	
3. Quality of Service				
3.1 Neutral Installation		X	X	
3.2 Reliability		X	X	
3.3 ALI dbase updates		X	X	
3.4 7x24 escalations		X		X
4. Information				
4.1 MSAG mechanized; updates		X	X	
4.2 NXX-PSAP mapping			X	
4.3 E911 tandems w/CLLI rpts.		X	X	
4.4 CO/SWC/rate center report		X	X	
4.5 NXX overlay boundaries		X	X	
4.6 dbase by state/area			X	
4.7 ALI POC		X	X	

Arbitration Issue List		Agreement in Principle	Arbitration	Mediation plus arbitration procedures
4.8 Operator assisted reqts.		X	X	
5. Business Processes				
5.1 ASR for trunk prov.				X
5.2 Trunk restoral @ parity			X	
5.3 Network change notices		X		X
5.4 Mutual Dis. Recov. Plan		X		X
5.5 Interface to AI dbase		X		X
5.6 ALI dbase error check		X		X
5.7 'Reverse ALI'		X		X
5.8 NPA/NXX split plans		X		X
5.9 MCI Indemnity				X
DIRECTORY ASSISTANCE				
1. General Requirements				
1.1 DA reach MCI customers		X	X	
1.2 ILEC store MCI cust. data			X	
1.3 Limit ILEC use of MCI data		X	X	
1.4 411 over ILEC DA		X	X	
1.5 Resale Operators & system		X	X	
1.6 DA feeds & ILEC data		X		X
1.7 Combined components		X	X	
1.8 Service enhancements			X	
1.9 Branding			X	
2. Compensation				
2.1 ILEC storage; no charge		X	X	
2.2 Reciprocal DA		X	X	
2.3 DA compensation			X	
3. Quality of Service				
3.1 Breach of svc agreements		X	X	
3.2 Dbase updates timely		X	X	
3.3 Automated updates				X
3.4 Quality standards		X	X	
3.5 Speed-to-Answer		X		X
3.6 Dialing Parity		X	X	
4. Information				
4.1 DA listing rules				X
4.2 Split NXX data exchange		X		X
5. Business Processes				

Arbitration Issue List		Agreement in Principle	Arbitration	Mediation plus arbitration procedures
5.1 DA dbase updates		X		X
5.2 Each carrier bills end-users		X		X
5.3 Intercompany billing		X		X
5.4 CABS format		X		X
5.5 Error resolution		X		X
OPERATOR SERVICES				
1. General Services				
1.1 BLV-EI		X		X
1.2 Resale; services @ parity			X	
1.3 MCI Branding @ MCI rates			X	
1.4 Services 0+,0-, LCC			X	
VIII. DIRECTORY LISTINGS				
1. General Requirements				
1.1 MCI Info page		X	X	
1.2 MCI cust. in ILEC book		X	X	
1.3 MCI directory distribution		X	X	
1.4 Customized cover			X	
1.5 ILEC recycling		X	X	
2. Types of Directory Listings				
2.1 White Page		X	X	
2.2 Yellow Page		X	X	
2.3 Additional White Pages		X	X	
2.4 Additional Yellow Pages		X	X	
2.5 Non-pub/non-list		X	X	
2.6 Foreign listings			X	
2.7 Alternate Call Listings		X	X	
2.8 Information Listings		X	X	
2.9 Advertising		X	X	
2.10 List Rentals		X	X	
3. Business Processes				
3.1 Order Processing				
3.1.1 DA dbase updates		X		X
3.1.2 Data elements		X		X
3.1.3 Query ILEC listing				X
3.1.4 Multi-line listing		X		X
3.1.5 Multi-owner captions		X		X
3.1.6 Listing appearances		X		X

Arbitration Issue List		Agreement in Principle	Arbitration	Mediation plus arbitration procedures
3.2 Provisioning/Distribution				
3.2.1 Distrib. Arrangements		X		X
3.3 Trouble Resolution, Maintenance, Customer Care				
3.3.1 Error Management		X		X
3.4 Billing				
3.4.1 Delete				
3.4.2 Yellow Page separate		X		X
3.4.3 Advertising/Bolding		X		X
3.4.4 Intercompany billing		X		X
3.4.5 Administrative billing		X		X
4. Compensation				
4.1 Distribution; no charge		X	X	
4.2 MCI customer inclusion		X	X	
4.3 Additional Charges		X	X	
5. Quality of Service				
5.1 Breach of svc agreements		X	X	
5.2 Listing updates @ parity		X	X	
6. Information				
6.1 Publishing deadlines		X		X
6.2 Service Location		X		X
6.3 Calling area descriptions		X		X
6.4 Directory update details		X		X
IX. NON-DISCRIMINATORY ACCESS TO TELEPHONE NUMBERS				
1. General Requirements				
1.1 3rd Party Admin		X		X
1.2 ILEC assign NXX		X		X
1.3 No NXX assign restrict.		X		X
1.4 Testing & loading NXX		X		X
1.5 Deleted				X
1.6 Deleted				X
1.7 555 line numbers				X
1.8 Abbr. dialing codes		X		X
1.9 Obtain numbers; 3rd party		X		X
2. Compensation				
2.1 Parity of NXX charges		X		X

Arbitration Issue List		Agreement in Principle	Arbitration	Mediation plus arbitration procedures
3. Quality of Service				
3.1 Breach of svc agreements			X	
3.2 NXX loaded by LATA		X		X
4. Information				
4.1 3rd party; routine reporting		X		X
4.2 NPA-NXX splits		X		X
5. Business Processes				
5.1 Forecasts by indep. agent		X		X
X. NON-DISCRIMINATORY ACCESS TO DATABASES AND ASSOCIATED SIGNALING NECESSARY FOR CALL ROUTING AND CALL COMPLETION				
1. General Requirements				
1.1 Discrete purchase		X		X
1.2 POI @ any feasible point		X		X
2. Databases Required				
2.1 Examples of dbases				X
3. Compensation				
3.1 No charge for dbase dips				X
3.2 Signaling @ TSLRIC				X
3.3 Dbases access @ TSLRIC				X
3.4 Dbase Free of Charge				X
4. Quality of Service				
4.2 Parity of service		X		X
4.3 Tracking of usage				X
4.4 Reliability @ industry std.		X		X
4.5 Breach of svc agreements		X		X
5. Business Processes				
5.1 ILEC administer dbase		X		X
5.2 Validation procedures		X		X
5.3 Signaling link @ 56kbps		X		X
6. AIN/IN Platform				
6.1 Fully unbundled AIN/IN net.				X
6.2 Unmediated SS7 & AIN				X
6.2.1 TCAP exchnge; SSP/SCP				X
6.2.2 AIN/IN trigger parity				X

Arbitration Issue List		Agreement in Principle	Arbitration	Mediation plus arbitration procedures
6.2.3 Svc Mgmt platform				X
6.3 POI per IILC				X
6.4 Forum agreement		X		X
6.5 Unmediated				X
6.6 Joint agreement				X
7. Signaling Ref. Sec. I				X
XI. ILNP VIA RCF, DID OR OTHER ARRANGEMENTS				
1. General Requirements				
1.1 RCF, DID			X	
1.2 LRN by 9/1/97			X	
2. Compensation				
2.1 LNP/ILNP costs shared			X	
2.2 MCI get access charges		X	X	
2.3 Dbase cost recovery			X	
3. Quality of Service				
3.1 Breach of svc agreements			X	
3.2 Parity of service			X	
4. Information				
4.1 Data format		X	X	
5. Business Processes				
5.1 Dbase updates			X	
5.2 LSR format		X	X	
5.3 RCF within 2 days			X	
XII. NON-DISCRIMINATORY ACCESS TO SUCH SERVICES OR INFO NECESSARY TO ALLOW REQUESTING CARRIER TO IMPLEMENT DIALING PARITY				
1. Intralata External Issues				
1.1 Dialing parity		X	X	
1.2 Deploy 2PIC technology			X	
2. General Issues				
2.1 Dialing protocol			X	
2.2 Local Dialing Plan reports		X	X	
2.3 DA ref Sec IX			X	
2.4 Dir. Listings ref Sec X			X	
2.5 Number allocation @ parity		X	X	



Arbitration Issue List		Agreement in Principle	Arbitration	Mediation plus arbitration procedures
2.6 Call setup @ parity			X	
2.7 PDD @ parity			X	
2.8 Casual Billing		X	X	
3. Compensation				
3.1 Cost-share 2PIC			X	
3.2 Cost recovery per FCC			X	
3.3 8 year cost recovery			X	
3.4 Tracking costs			X	
<b>XIII. RECIPROCAL COMPENSATION ARRANGEMENTS</b>				
1. Local Service/Mutual Traffic Exchange				
1.1 MTE immediately			X	
1.2 Handoff at POI		X	X	
2. Cost Basis				
2.1 Traffic imbalance		X	X	
2.2 Priced @ TSLRIC		X	X	
2.3 Transport cost parity		X	X	
2.4 Mutual, recip., uniform		X	X	
2.5 Indep. of switch type		X	X	
2.6 No mileage element		X	X	
<b>XIV. RESALE</b>				
1. General Requirements				
1.1 All services available			X	
1.2 All rates available			X	
1.3 No conditions on resale			X	
1.4 Existing dbases provided		X	X	
1.5 List of services			X	
1.6 Grandfathered services			X	
1.7 Notice of changes			X	
1.8 Trials available			X	
1.9 Combined with elements			X	
1.10 Unbundled vs. resale		X	X	
1.11 Branding			X	
1.12 Unbundled signalling links			X	
1.13 Modification of MCI lines		X		X
1.14 Retain phone number		X		X

Arbitration Issue List		Agreement in Principle	Arbitration	Mediation plus arbitration procedures
1.15 ANI over T1				X
2. Compensation				
2.1 Wholesale minus avoided		X	X	
2.2 Change charge			X	
2.3 Promotions			X	
2.4 Single differential		X	X	
2.5 Additional discount			X	
2.6 Annual review			X	
2.7 Cost studies			X	
2.8 Cost based term discounts			X	
2.9 Volume discounts			X	
2.10 Revenue commitment			X	
2.11 Region-wide commitment			X	
2.12 Commit.; resale + unbund.			X	
2.13 Discount to SLC; no CCL			X	
2.14 No 'Take-or-Pay' penalties			X	
2.15 Rates must be tariffed				X
2.16 Installation charges			X	
2.17 Uncompleted calls		X	X	
3. Quality of Service				
3.1 Breach of svc agreements		X	X	
3.2 Installation intervals		X	X	
3.3 Parity of service			X	
3.4 Parity of maintenance		X	X	
3.5 No impact on access		X	X	
4. Information				
4.1 Other agreements		X	X	
4.2 Centrex availability		X	X	
4.3 Realtime, on-line		X	X	
5. Business Processes				
5.1 Order Processing				
5.1.1 CLEC service center				X
5.1.2 Inter/IntraLATA orders		X		X
5.1.3 No signed LOA required		X		X
5.1.4 Install compl. confirm.				X
5.1.5 Cust. features & services				X
5.1.6 Access to CRIS				X



Arbitration Issue List		Agreement in Principle	Arbitration	Mediation plus arbitration procedures
5.1.7 Access to other systems				X
5.1.8 ANI reservations		X		X
5.1.9 IXC choice systems		X		X
5.1.10 Customer equipment		X		X
5.1.11 Automated interface list				X
5.2 Provisioning and Installation				
5.2.1 Completion confirmation		X		X
5.2.2 No service disruption		X		X
5.2.3 LD and toll traffic		X		X
5.3 Trouble Resolution, Maintenance & Customer Care				
5.3.1 Access to systems				X
5.3.2 Carrier ID process		X		X
5.3.3 Outage reporting				X
5.3.4 Dedicated service center				X
5.3.5 Operations systems I/F		X		X
5.3.6 611; service number				X
5.3.7 Inside wiring option		X		X
5.4 Billing				
5.4.1 Wholesale ILEC Billing		X		
5.4.1.1 Access charges		X		X
5.4.1.2 CABS-like format				X
5.4.1.3 No end-user billing		X		X
5.4.2 End-user local billing				
5.4.2.1 Daily usage receipt				X
5.4.2.2 Bellcore CMDS access		X		X
5.4.2.3 In&Out collect process		X		X
5.4.2.4 3rd party In&Out proc.				X
5.4.2.5 Customer billing info.		X		X
5.4.2.6 Current usage info.		X		X
5.4.3 End-user LD billing				
5.4.3.1 OBF standards		X		X
5.4.3.2 Phone # line detail		X		X
5.4.3.3 BNA standards				X
5.4.3.4 Current Usage Info.		X		X
5.4.4 Deleted				
5.4.5 Deleted				

Arbitration Issue List		Agreement in Principle	Arbitration	Mediation plus arbitration procedures
5.4.6 Deleted				
5.4.7 Deleted				
5.4.8 Deleted				
5.4.9 Deleted				
6. PIC Administration				
6.1 Inter/IntraLATA PIC				
6.1.1 Electronic Bonding		X		X
6.1.2 LEC provide PIC process.		X		X
6.1.3 LEC user changes IXC		X		X
6.1.4 CLEC user changes IXC		X		X
6.1.5 3rd party auditing				X
6.1.6 Change of IXC PIC		X		X
6.1.7 Account maint. process.		X		X
6.1.8 IXC data proprietary		X		X
6.1.9 FCC Custom. verif. proc.		X		X
6.1.10 Notif. of IXC PIC				X
6.1.11 Performance Standards		X		X
6.2 Local Carrier Selection				
6.2.1 VRU ID all carriers				X
6.2.2 VRU bypass process				X
6.2.3 Warm-line process				X
6.2.4 Connect orders		X		X
6.2.5 Disconnect orders		X		X
6.2.6 Former carrier notif.		X		X
6.2.7 FCC Custom. verif. proc.		X		X
<b>XV. COLLOCATION</b>				
1. General Requirements				
1.1 Suitable for I/C & unbundl.		X		X
1.2 Virtual-to-Physical option		X	X	
1.3 Intra/Interoffice leases		X	X	
1.4 No equipment restrictions		X	X	
1.5 CLEC interconnect together		X	X	
1.6 Not required to build out		X		X
2. Compensation				
2.1 Priced @ TSLRIC			X	
2.2 Virt-to-Phys borne by LEC		X	X	
3. Quality of Service				

Arbitration Issue List		Agreement in Principle	Arbitration	Mediation plus arbitration procedures
3.1 Breach of svc agreements		X	X	
3.2 No collocation < 90days				X
3.3 Impact of Virt-to-Phys		X		X
3.4 Timeframe of conversion		X		X
3.5 Expanded I/C timeframe		X		X
4. Information				
4.1 Space availability			X	
5. Business Processes				
5.1 No install orders		X		X
5.2 CO only rearrangements		X		X

**MCI MAJOR ISSUES TO BE ARBITRATED  
COMPARED TO AT&T PRELIMINARY ISSUE LIST**

The following is a list of the major issues to be arbitrated between MCI and BellSouth. The issues are stated in a manner that MCI believes is appropriate for inclusion in a prehearing statement.

By combining detailed issues identified in the Petition, the Annotated Term Sheet (Exhibit 3), and the Term Sheet Items summary document (Exhibit 4) into broader categories, MCI does not waive its right to arbitration of each of those detailed issues.

The following list begins with the preliminary issue list identified for the AT&T/BellSouth arbitration proceeding (Docket No. 960833-TP) with which this docket has been consolidated. It continues with a general statement of other issues that may be specific to MCI.

**COMMON ISSUES**

Note: Many of these common issues must be reworded to reflect the impact of the FCC's recent order. That order resolves some of the issues in whole or in part. It also establishes standards to be applied to the resolution of other issues. Those standards differ in some cases from the standards implicit in the current wording of the issue.

**ATT/BST Issue List (Wording Agreed)**

1. What services provided by BellSouth, if any, should be excluded from resale?

Petition ¶33d, 49; Term Sheet Part XIV.1

2. What terms and conditions, including use and user restrictions, if any, should be applied to resale of BellSouth services?

Petition ¶33d, 49; Term Sheet Part XIV.1

3. a) When [MCI] resells BellSouth's services, is it technically feasible or otherwise appropriate for BellSouth

to brand operator services and directory services calls that are initiated from those resold services?

Petition ¶33f, 51; Term Sheet Parts VII.DA.1, VII.OP SVC.1

b) When BellSouth's employees or agents interact with [MCI's] customers with respect to a service provided by BellSouth on behalf of [MCI], what type of branding requirements are technically feasible or otherwise appropriate?

Petition ¶33f, 51; Term Sheet Parts II.6.2, II.6.3, VII.DA.1.9, VII.OP SVC.1.2, VII.OP SVC.1.3, VIII.1.4

4. When [MCI] resells BellSouth's local exchange service, is it technically feasible or otherwise appropriate to route 0+ and 0- calls to an operator other than BellSouth's, to route 411 and 555-1212 directory assistance calls to an operator other than BellSouth', or to route 611 repair calls to a repair center other than BellSouth's?

Petition ¶33a, 44; Term Sheet Parts VII.OP SVC.1.4, IX.1.7, IX.1.8

5. [UNUSED NUMBER ON ATT/BST ISSUE LIST]

6. Should BellSouth be required to provide notice to its wholesale customers of changes to BellSouth's services? If so, in what manner and in what timeframe?

Petition ¶33m, 59; Term Sheet Part XIV.1.7

7. Should PIC changes received from IXCs be treated differently for a BellSouth exchange service being resold by [MCI] than for a BellSouth retail exchange service?

Petition ¶33m, 60; Term Sheet Part XIV.6

8. What are the appropriate wholesale rates for BellSouth to charge when [MCI] purchases BellSouth's retail services for resale?

Petition ¶33e, 50; Term Sheet Part XIV.2

9. What are the appropriate trunking arrangements between [MCI] and BellSouth for local interconnection?

Petition ¶33b, 33k, 47, 56; Term Sheet Part I.2

10. What should be the compensation mechanism for the exchange of local traffic between [MCI] and BellSouth?

Petition ¶33l, 57; Term Sheet Part XIII

11. a) Are the following items considered to be network elements, capabilities or functions? If so, is it technically feasible for BellSouth to provide [MCI] with these elements?

Network Interface Device  
Loop Distribution  
Loop Concentrator/Multiplexer  
Loop Feeder  
Local Switching  
Operator Systems  
Dedicated Transport  
Common Transport  
Tandem Switching  
Signaling Link Transport  
Signal Transfer Points  
Service Control Points/Databases

Petition ¶33a, 35-46; Term Sheet Parts II, IV, V, VI, VII, X

- b) What should be the price of each of the items considered to be network elements, capabilities, or functions?

Petition ¶33c, 48; Term Sheet Parts II, IV, V, VI, VII, X

12. Do the provisions of Sections 251 and 252 apply to access to unused transmission media (e.g. dark fiber)? If so, what are the appropriate rates, terms, and conditions?

Petition ¶33a, 33c, 43, 48; Term Sheet Part V.1.4

13. Should [MCI] be allowed to combine unbundled network elements to recreate existing BellSouth's services?

Petition ¶33b, 47; Term Sheet Part II.2

14. Is it appropriate for BellSouth to provide copies of engineering records that include customer specific information with regard to BellSouth's poles, ducts and conduits? How much capacity is appropriate for BellSouth to reserve with regard to its poles, ducts, and conduits?

Petition ¶33m, 61, 63; Term Sheet Part III.3

15. What are the appropriate standards, if any, for performance metrics, service restoration, and quality assurance related to services provided by BellSouth for resale and for network elements provided to [MCI] by BellSouth?

Petition ¶33h, 53; Term Sheet Subparts re "Quality of Service"

16. Do the provisions of Sections 251 and 252 apply to the price of exchange access? If so, what is the appropriate price for exchange excess?

Petition ¶33i, 54; Term Sheet Part I.5.1

AT&T/BST Issue List (Wording/Issue In Dispute)

2. Should BellSouth be required to provide real-time and interactive access via electronic interfaces to perform the following:

Pre-Service Ordering  
Service Trouble Reporting  
Service Order Processing and Provisioning  
Customer Usage Data Transfer  
Local Account Maintenance

If so, for what processes and in what timeframe should they be deployed? What should be the methods and procedures for delivery of Operational Interfaces?

Petition ¶33g, 52; Term Sheet Subparts re "Business Processes"

5. What rates should apply to collect, third party, intraLATA and information service provider calls?

MCI does not fully understand this issue.

12. Should BellSouth be required to provide copies of all interconnection agreements entered into between BellSouth and other carriers?

MCI will pursue access to copies of these agreements through discovery. MCI is pursuing the filing and approval of these agreements through its protest in Docket No. 960290-TP.

19. Should BellSouth be required to provide carrier billing using industry standards?

Petition ¶33m, 62; Term Sheet Subparts re "Business Processes -- Billing"

20. Should BellSouth be required to provide Process and Data Quality Certification for carrier billing, data transfer, and account maintenance?

Petition ¶33h, 53; Term Sheet Subparts re "Business Processes"

23. Should BellSouth be required to provide interim number portability solutions in addition to remote call forwarding?

Not an MCI issue, but see MCI Additional Issue A

24. What are the appropriate general terms and conditions that should govern the arbitration agreement (e.g. resolution of disputes, performance requirements, and treatment of confidential information)?

Petition ¶67

25. Should [MCI] receive, for its customers, nondiscriminatory access to white and yellow page directory listings?

Petition ¶33m, 64; Term Sheet Part VIII

#### ADDITIONAL MCI ISSUES

- A. What should be the cost recovery mechanism for remote call forwarding (RCF) used to provide interim local number portability in light of the FCC's recent order?

Petition ¶33j, 55; Term Sheet Part XI.2.1

- B. What intrastate access charges, if any, should be collected on a transitional basis from carriers who purchase BellSouth's unbundled local switching element? How long should any transitional period last?

Petition ¶33i, 54

- C. What terms and conditions should apply to the provision of local interconnection by BellSouth to MCI?

Petition ¶33k, 56; Term Sheet Parts I, XIII



- D. What are the appropriate price, terms and conditions for colocation?

Petition ¶33k, 56; Term Sheet Part XV

- E. What are the appropriate price, terms and conditions for access to telephone numbers?

Petition ¶33m, 66; Term Sheet Part IX

- F. What are the appropriate price, terms and conditions related to the implementation of dialing parity?

Petition ¶33m, 65; Term Sheet Part XII

- G. What other requirements should be included in the arbitrated agreement with respect to interconnection and access, unbundling, resale, ancillary service, and associated arrangements?

Petition ¶33m, 58; all Term Sheet Items not covered by any prior issue

- H. What actions should the Commission take to supervise the implementation of its decision?

Petition ¶68