

LAWRENCE ROSS FREEDMAN  
ATTORNEY-AT-LAW  
(NOT ADMITTED IN D.C.)

SWIDLER  
&  
BERLIN  
CHARTERED

DIRECT DIAL  
(202)424-7596

July 16, 1996

Via Federal Express

Mrs. Blanca S. Bayo  
Director, Division of Records and Reporting  
Florida Public Service Commission  
2540 Shumard Oak Boulevard  
Tallahassee, Florida 32399

ORIGINAL  
FILE COPY

960838-TP

Re: MFS Communications Company, Inc. Petition for Arbitration Pursuant to 47 USC  
Section 252(b) of Interconnection Rates, Terms, and Conditions with Sprint United-  
Centel of Florida, Inc.

Dear Mrs. Bayo:

Enclosed for filing please find an original and 15 copies of the above Petition and related  
exhibits regarding Sprint United-Centel of Florida, Inc., along with the pre-filed Direct Testimony  
of Timothy T. Devine and exhibits. Please date stamp the extra copy of the Petition, and return the  
same in the enclosed self-addressed envelope.

Also enclosed is a computer disk formatted in WordPerfect 6.1 for Windows containing the  
Petition.

If there are any questions concerning this matter, please contact me.

Sincerely,

Lawrence R. Freedman

(w/o encl.): Andrew D. Lipman, Esq.  
Anthony P. Gillman, Esq.  
M. Eric Edington, Esq.

Testimony  
DOCUMENT NUMBER-DATE  
07519 JUL 17 96  
FPSC-RECORDS/REPORTING

4064226.1

Petition  
DOCUMENT NUMBER-DATE  
07518 JUL 17 96

3000 K STREET, N.W. ■ SUITE 300  
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FPSC-RECORDS/REPORTING

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cc (w/o encl.): Andrew D. Lipman, Esq.  
Anthony P. Gillman, Esq.  
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WASHINGTON, D.C. 20007-5116  
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DOCUMENT NUMBER-DATE

07518 JUL 17 1996

FPSC-RECORDS/REPORTING

BEFORE THE  
FLORIDA PUBLIC SERVICE COMMISSION

In the matter of )  
 )  
MFS COMMUNICATIONS COMPANY, )  
INC. )  
 )  
Petition for Arbitration Pursuant to )  
47 U.S.C. § 252(b) of Interconnection Rates, )  
Terms, and Conditions with )  
 )  
SPRINT UNITED - CENTEL OF FLORIDA, )  
INC. (ALSO KNOWN AS )  
CENTRAL TELEPHONE COMPANY )  
OF FLORIDA AND UNITED TELEPHONE )  
COMPANY OF FLORIDA) )

Docket No. 960838-TP

PETITION FOR ARBITRATION OF INTERCONNECTION RATES,  
TERMS AND CONDITIONS OF MFS COMMUNICATIONS COMPANY, INC.

MFS Communications Company, Inc. ("MFS"), by its undersigned attorneys, hereby petitions the Florida Public Service Commission (the "Commission") for arbitration of rates, terms and conditions for interconnection and related arrangements with Sprint United - Centel of Florida, Inc. (also known as Central Telephone Company of Florida and United Telephone Company of Florida) ("Sprint"), pursuant to § 252(b) of the Communications Act of 1934, as amended by the Telecommunications Act of 1996, Pub.L.No. 104-104 § 101(a), 110 Stat. 70, *to be codified at* 47 U.S.C. § 252(b).<sup>1</sup> In support of this petition, MFS-FL states as follows:

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<sup>1</sup> The Communications Act of 1934, as amended by the Telecommunications Act of 1996, is hereinafter referred to as the "1996 Act."

DOCUMENT NUMBER-DATE  
07518 JUL 17 98  
FPSC-RECORDS/REPORTING

## INTRODUCTION

1. MFS, through its operating subsidiaries, is the largest provider of competitive local telecommunications services in the United States. An MFS Florida operating subsidiary, Metropolitan Fiber Systems of Florida, Inc. ("MFS-FL"), has a certificate to provide interexchange telecommunications service, alternate operator service, and alternative local exchange service.<sup>2</sup> Through this and other subsidiaries or affiliates, MFS is authorized to provide competitive local exchange service in California, Connecticut, Georgia, Illinois, Maryland, Massachusetts, Michigan, New Jersey, New York, Ohio, Oregon, Pennsylvania, Texas and Washington. MFS subsidiaries currently have applications to provide such service in a number of other states.

2. MFS, through subsidiaries, has installed and operates fiber optic communications networks in over 25 states across the country, and in several European cities, and offers a wide range of high quality digital local access and private line services to communications-intensive business and government end users.

3. Sprint is a monopoly provider of local exchange services within the State of Florida. Sprint is a corporation having its principal place of business at 555 Lake Border Drive, Apopka, Florida 32703. Sprint provides and at all material times has provided intrastate local exchange and exchange access service in Florida subject to the regulatory authority of this Commission.

4. For purposes of §§ 251 and 252 of the 1996 Act, Sprint is and has been at

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<sup>2</sup> See Order No. PSC-94-0883-FOF-TP; Docket No. 95079-TX, Certificate No. 3151.



all material times an "incumbent local exchange carrier" in the State of Florida as defined by Sec. 251(h) of the 1996 Act.

5. Under § 364.162, Florida Statutes, MFS-FL initiated negotiations with Sprint regarding acceptable interconnection rates, terms and conditions. Those negotiations failed to yield a binding interconnection agreement on all issues.

6. Subsequently, in January 1995, MFS-FL filed with the Commission its petitions against Sprint in Docket Nos. 950984 and 950985 (the "Florida Petitions").

7. Following hearings on the Florida Petitions, the Commission issued orders compelling reasonable terms and conditions of interconnection and unbundling with MFS-FL. See, Docket No. 950984-TP, Order No. PSC-96-0811-FOF-TP, Order Establishing Provisions for the Resale of Services Provided by GTE Florida Incorporation, United Telephone Company of Florida and Central Telephone Company of Florida (issued June 24, 1996) (recon. pending) ("Unbundling Order"); Docket No. 950985-TP, Order No. PSC-96-0668-FOF-TP, Final Order Establishing Non-discriminatory Rates, Terms and Conditions for Local Interconnection (issued May 20, 1996) (recon. pending) ("Interconnection Order").

8. On February 7, 1996, MFS delivered to Sprint by overnight delivery a written request for interconnection, services, and network elements pursuant to § 251 of the 1996 Act (the "Interconnection Request Letter"). MFS believes that Sprint received the Interconnection Request Letter on February 8, 1996. A true and correct copy of the Interconnection Request Letter is attached as Exhibit A.

9. MFS, as the requesting telecommunications carrier, has negotiated in good faith in accordance with § 251(c)(1) of the 1996 Act to attempt to establish terms and conditions for a binding agreement with Sprint for interconnection, services, and network elements.

10. The parties have been unable to reach a binding agreement.

11. On July 3, 1996, MFS delivered to Sprint by overnight delivery MFS' final offer prior to arbitration, in which MFS expressed its willingness to accept all rates, terms, and conditions contained in a proposed comprehensive interconnection agreement attached thereto ("Comprehensive Interconnection Agreement"). A copy of the correspondence transmitting the final offer is attached as Exhibit B. The Comprehensive Interconnection Agreement contains all the terms and conditions MFS desires for interconnection. A copy of the Comprehensive Interconnection Agreement is attached as Exhibit C. As of the date of this Petition, Sprint has not accepted MFS' final offer.

12. Under § 252(b)(1) of the 1996 Act, Congress created a specific arbitration process for incumbent LECs and requesting telecommunication carriers to arrive at an interconnection agreement through "compulsory arbitration" by "petition [to] a State commission to arbitrate any open issues" unresolved by negotiation under § 252(a). The provision states that either party to the interconnection negotiation may petition the State commission "[d]uring the period from the 135th to the 160th day (inclusive) after the date on which an incumbent local exchange carrier receives a request for negotiation under this section. . ." § 252(b)(1). This petition is being timely filed with the Commission.

13. As of this date, all issues remain unresolved, necessitating arbitration of those unresolved issues before this Commission as prescribed by § 252(b) of the 1996 Act.

14. The provisions of §§ 364.161 and 364.162, Florida Statutes, are consistent with the Telecommunications Act. Accordingly, MFS requests the Commission to adopt, in determining the issues here, pursuant to the Telecommunications Act, the arrangements set out in the Unbundling and Interconnection Orders, which are reflected in its Comprehensive Interconnection Agreement.

15. In accordance with the requirements of § 252(b)(2), MFS, the petitioner, states below the issues that remain unresolved between the parties, and the position of each of the parties with respect to those issues. Sprint has not provided a specific counter-proposal to MFS' offer, and, thus, Sprint's specific position on all points is unclear, beyond its refusal to accept the terms proposed by MFS. Sprint's corporate parent has, however, stated its general position on these issues to MFS by letter dated April 12, 1996, enclosing Sprint Corporation's "Essential Elements for the Competitive Checklist." This letter and enclosure, referred to hereinafter as "Sprint Checklist," are collectively attached as Exhibit D. Also attached as Exhibit E is the Sprint Terms for LEC/CLEC Interconnection dated June 13, 1996 ("Sprint Terms") which Sprint identifies as the terms it requests from incumbent LECs when it is negotiating as a competitive LEC. MFS' positions are stated in detail in (1) the Comprehensive Interconnection Agreement, and (2) the Testimony. This petition contains a summary of the issues and the elements of MFS' position with respect to these issues; however, in the event of any ambiguity or conflict, the comprehensive Interconnection Agreement and the Testimony will govern. MFS' overall position

is that the Comprehensive Interconnection Agreement is fair, reasonable, and in accordance with applicable Commission precedent, Florida law, and the provisions of the 1996 Act and, therefore, ought to be adopted as the agreement between the parties.

I. Unresolved Issues

Section references below are to the Comprehensive Interconnection Agreement, attached as Exhibit C. In support of its position, MFS submits with this Petition and incorporates herein by reference the pre-filed Direct Testimony dated July 16, 1996 of Timothy T. Devine, Senior Director, External & Regulatory Affairs-Southern Region, MFS Communications Company, Inc., ("Testimony").

A. Physical Interconnection

1. Nature of Dispute: Sprint has failed to agree to MFS' position regarding physical interconnection issues, stated at § 4 of the Comprehensive Interconnection Agreement.
2. MFS Position: MFS' position is stated in § 4 of the Comprehensive Interconnection Agreement.
3. Sprint Position: Sprint has not agreed to MFS' proposal on this issue, and has not delineated a specific position in response.

B. Reciprocal Compensation Arrangements

1. Nature of Dispute: The parties have not agreed on the reciprocal compensation rate for local call termination.
2. MFS Position: Pursuant to § 5.8 of the Comprehensive Interconnection Agreement, MFS proposes a reciprocal local call termination rate of \$0.005 per minute of use.



3. Sprint Position: Sprint has not responded with a specific rate. Sprint has stated in the Sprint Checklist that a single, flat rate charge is appropriate. Sprint Checklist at 20. The rate proposed by MFS is consistent with local call termination costs stated by Sprint in prior interconnection proceedings and with rates proposed by staff. See Testimony; Interconnection Order at 11.

C. Unbundled Links

1. Nature of Dispute: The parties have not agreed on unbundled access and interconnection to certain unbundled links, described below.

2. MFS Position: MFS seeks unbundled access and interconnection to the following unbundled links: 2-wire ADSL compatible and 2-wire and 4-wire HDSL loops.

3. Sprint Position: Sprint has not agreed to MFS' position on this issue.

D. Information Services Traffic

1. Nature of Dispute: The parties have not agreed on the arrangements for billing, collection, and rating of information services traffic.

2. MFS Position: MFS proposes pursuant to § 7.1 of the Comprehensive Interconnection Agreement that the Originating Party on whose network information services traffic originates shall provide to the Terminating Party recorded call detail information. The Terminating Party shall provide the Originating Party with necessary information to rate information services traffic to the Originating Party's customers pursuant to the Terminating Party's agreements with each information services provider. The Originating Party shall bill and collect such information provider charges and remit the amounts collected to the Terminating

Party, less certain adjustments. The Commission adopted these arrangements in the Interconnection Order at 37-39.

3. Sprint Position: Sprint has not agreed to MFS' proposal on this issue, and has not delineated a specific position in response.

E. Prices for Unbundled Loops

1. Nature of Dispute: The parties cannot agree on the prices Sprint will charge MFS for unbundled loops.

2. MFS Position: MFS proposed the long-run incremental cost-based prices it is willing to pay for unbundled loops in § 9.6 and Exhibit 12 of the Comprehensive Interconnection Agreement. Generally, MFS proposes to pay monthly recurring rates of \$8.00, \$11.00, and \$15.00 for unbundled loops in urban, suburban, and rural zones, respectively.

3. Sprint Position: Sprint has not agreed to MFS' proposal on this issue, and has not delineated a specific position in response. Sprint has stated that prices for local loop transmission should be cost-based. See, Sprint Checklist at 9, 11.

F. Stipulated Damages Clauses

1. Nature of Dispute: The parties have not agreed upon provisions for stipulated damages which Sprint shall pay to MFS for specified performance breaches.

2. MFS Position: MFS proposes under § 23.0 of the Comprehensive Interconnection Agreement that Sprint shall pay MFS stipulated damages for specified performance breaches. The Commission has addressed performance criteria. See, Interconnection Order at 42; Unbundling Order at 16-19. As part of this arbitration, MFS proposes that stipulated damages

be a remedy for specific performance breach, but not MFS' exclusive remedy. This position is detailed in the Comprehensive Interconnection Agreement.

3. Sprint Position: Sprint has not agreed to MFS' proposal on this issue, and has not delineated a specific position in response.

G. Number Resources Arrangements

1. Nature of Dispute: The parties have not agreed on number resources arrangements.

2. MFS Position: As the Commission has determined, MFS, as a co-carrier, is entitled to the same non-discriminatory number resources as any Florida LEC. See Interconnection Order at 46, 47; Comprehensive Interconnection Agreement at § 14.2.

3. Sprint Position: Sprint has not agreed to MFS' proposal on this issue, and has not delineated a specific position in response. Sprint has indicated that access to telephone numbers should be non-discriminatory, and that numbering policy must be broadly developed and administered in a competitively neutral manner. Sprint Checklist at 15.

H. Tandem Subtending and Meet-Point Billing

1. The parties have not agreed upon arrangements for tandem subtending and meet-point billing.

2. MFS Position: The MFS position is stated in detail in the Testimony. Among other things, MFS proposes that if Sprint operates an access tandem serving a LATA in which MFS operates, it should be required, upon request, to provide tandem switching service to any other carrier's tandem or end office switch serving customers within that LATA, thereby

allowing MFS' switch to "subtend" the tandem. See, Interconnection Order at 27. Meet-point billing formulas should apply. See, Testimony; see also, Interconnection Order at 27-28. MFS and Sprint should exchange all information in a timely fashion necessary to accurately, reliably and promptly bill third parties for switched access services jointly handled by MFS and Sprint via the meet-point arrangement, and should employ calendar month billing and provide appropriate usage data to facilitate such billing. See, Interconnection Order at 28, 37-39. Billing to third parties should be accomplished according to the single-bill/multiple tariff method, and subsequently, via other methods in accordance with MFS' position stated more specifically in the Testimony. Switched access charges to third parties should also be calculated in accordance with the regime delineated in the Testimony. See also, Comprehensive Interconnection Agreement at § 6.3.

I. Reciprocal Traffic Exchange and Reciprocal Compensation

1. Nature of Dispute: The parties have not agreed upon arrangements for reciprocal traffic exchange and reciprocal compensation.

2. MFS Position: MFS' position is delineated in detail in the Testimony at § H as well as in the Comprehensive Interconnection Agreement at, e.g., §§ 4 - 7. Among other things, MFS proposes that interconnection be accomplished through interconnection points, under specified procedures. See, Interconnection Order at 24-26. MFS' proposal with respect to trunking, signaling, and other interconnection arrangements is stated in § 5.0 of the Comprehensive Interconnection Agreement. Sprint should exchange traffic between its network and the networks of competing carriers using reasonably efficient routing, trunking and signaling



arrangements. See, Interconnection Order at 40-41. MFS should only be required to pay for the Sprint intermediary function of transiting traffic in limited circumstances in which two ALECs that are not cross-connected at the designated network interconnection point and do not have direct trunks utilizing Sprint access tandem to transit traffic. In all cases, only an ALEC should alternatively have an opportunity to cross-connect. See, Interconnection Order 26-27. See also, New York Case No. 94-C-0095, Order Instituting Framework for Directory Listings, Carrier Interconnection, and Inter-carrier Compensation (September 27, 1995). Appropriate arrangements with respect to trunking, busy line verification, and interim trunks should be established. See, Testimony; Interconnection Order 40-41; 34.

3. Sprint Position: Sprint has not agreed to MFS' proposal on this issue, and has not delineated a specific position in response.

J. Shared Network Platform Arrangements

1. Nature of Dispute: The parties have not agreed upon shared network platform arrangements.

2. MFS Position: MFS believes that service platforms must be shared by a competing carrier in order to permit customers to receive similar service. These platforms include the following:

- a. Interconnection Between MFS and Other Collocated Entities;
- b. 911 and E-911 systems;
- c. Information Services Billing and Collection;
- d. Directory Listings and Distribution;

- e. Directory Assistance Service;
- f. Yellow Page Maintenance;
- g. Transfer of Service Announcements;
- h. Coordinated Repair Calls;
- i. Busy Line Verification and Interrupt;
- j. Information Pages; and
- k. Operator Reference Database.

See Interconnection Order at 50. Standards should be adopted for interconnection facilities between MFS and other collocated facilities (see, Testimony; Interconnection Order at 50); provision of 911/E911 services (see, § 18.0 of the Interconnection Agreement; see also, Interconnection Order at 28-33); directory assistance (see, Testimony; see also Interconnection Order at 34-35); yellow page maintenance and transfer of service announcements; (see, Testimony; see also, Interconnection Order at 35-37); and for coordinated repair calls and operator reference database (see, Testimony; see also, Interconnection Order at 42-46)

3. Sprint Position: Sprint has not agreed to MFS' proposal on this issue, and has not delineated a specific position in response. Sprint has stated, among other things, that it should be presumed that interconnection at switching points is technically feasible, and that there should be no discrimination in the interconnections allowed. Sprint Checklist at 2. Sprint has further indicated that all telecommunications carriers should have access to incumbent local exchange carriers' 911, E911, directory assistance and operator call completion capabilities on the same terms and conditions as enjoyed by the incumbent local exchange carriers. Id. at 12.

Resale prices should include population of the databases and access to the services, and access to these databases should be non-discriminatory, according to Sprint. Id. Sprint has further stated that competitors should be allowed non-discriminatory access to databases, including directory assistance, and interconnection should be seamless. Id. at 17.

K. Local Telephone Portability Arrangements

1. Nature of Dispute: The parties have not agreed upon local telephone portability arrangements.

2. MFS Position: MFS proposes interim number portability arrangements in its Comprehensive Interconnection Agreement. Id. at § 13. See also, Testimony. MFS' proposal, particularly with respect to cost recovery rates for number portability (see, § 13.5 of the Comprehensive Interconnection Agreement) is consistent with the FCC's recent order. See, First Report and Order and Further Notice of Proposed Rulemaking, FCC Docket No. 95-116, ¶¶ 117-40 (released July 2, 1996).

3. Sprint Position: Sprint has not agreed to MFS' proposal on this issue, and has not delineated a specific position in response. Sprint has said that the definition of number portability should evolve as technology and markets dictate, that remote call forwarding should be the method of interim number portability, and that interim number portability does not promote competition. Sprint Checklist at 18.

L. Unbundling of Local Loop Facilities

1. Nature of Dispute: The parties have not agreed upon arrangements for the unbundling of local facilities.

2. MFS Position: MFS provides a comprehensive proposal for unbundled access in § 9 of the Comprehensive Interconnection Agreement. A detailed explanation of MFS' position can be found in the Testimony. MFS notes that this Commission has already ordered that local loops be provided on an unbundled basis. Unbundling Order at 4. Specific unbundled elements should be made available as detailed in § 9 of the Comprehensive Interconnection Agreement. Sprint should be required to offer collocations for interconnection to unbundled links. See, Testimony; Unbundling Order at 7. Certain additional requirements are necessary regarding Sprint's unbundled elements in order to enable MFS to efficiently offer services. See, Testimony; Unbundling Order at 27-30; see also Comprehensive Interconnection Agreement at § 9. MFS believes it is important that unbundled elements of the local loop be available to new entrants at a reasonable price. See, Testimony. The Commission should take into account zone density in order to accurately reflect the cost characteristics of the local loop. Id. LECs in other jurisdictions have adopted such a pricing methodology. Id.

3. Sprint Position: Sprint has not agreed to MFS' proposal on this issue, and has not delineated a specific position in response. Historically, Sprint proposed to provide only an unbundled two-wire voice grade loop and a two-wire analog port in its initial tariff filing package. Testimony. Sprint has recognized the appropriateness of zone density pricing. Id. See also, Sprint Terms.

M. "Fresh Look"

1. Nature of Dispute: The parties have not agreed to a fresh look provision, described below.



2. MFS Position: MFS' position is stated in detail in its Motion for Reconsideration by MFS-FL filed before the Commission dated July 8, 1996 ("MFS Reconsideration Motion") at 20-24. Fresh look means permitting any customer to convert its unbundled service with GTE to an unbundled service with MFS with no penalties, rollover, or in termination, charges either to MFS or the customer. The Commission has ordered such relief with respect to BellSouth. See Order No. PSC-96-0444-FOF-TP at 16-18 (recon. pending). MFS has requested, in the MFS Reconsideration Motion, that such relief apply to MFS.

3. Sprint Position: Sprint has not agreed to a fresh look provision.

### III. Other Issues

If Sprint asserts that any other issues are disputed, or otherwise disagrees with any provision of the Comprehensive Interconnection Agreement or if Sprint contests or disputes any issues, then MFS requests that Sprint respond in detail identifying such issues and delineating its position as to each.

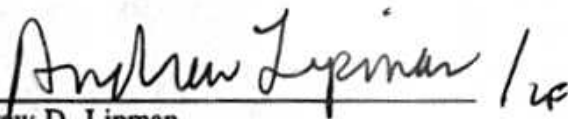
### REQUEST FOR RELIEF

1. MFS requests that the Commission arbitrate the unresolved interconnection issues between MFS and Sprint.

2. MFS expressly reserves the right to offer such other evidence in this proceeding as it deems necessary to support its position.

3. MFS requests that the Commission compel Sprint pursuant to § 252(b)(4)(B) of the 1996 Act to provide to MFS cost studies and any other relevant documents or information regarding the unresolved interconnection and unbundling issues.

Respectfully submitted,

  
Andrew D. Lipman  
Russell M. Blau  
Lawrence R. Freedman  
SWIDLER & BERLIN, Chartered  
3000 K Street, N.W., Suite 300  
Washington, D.C. 20007-5116  
(202) 424-7500 (Tel.)  
(202) 424-7645 (Fax)

Attorneys for MFS COMMUNICATIONS  
COMPANY, INC.

July 16, 1996

# **CERTIFICATE OF SERVICE**

I hereby certify that on this 16th day of July, 1996 a copy of the foregoing Petition for Arbitration of Interconnection Rates, Terms and Conditions of MFS Communications Company, Inc. (along with accompanying exhibits) and Direct Testimony of Timothy T. Devine (along with accompanying exhibits), was served, via Federal Express, on the following:

J. Jeffrey Wahlen, Esq.  
McFarlane, Ausley, Ferguson & McMullen  
227 South Calhoun Street  
Tallahassee, Florida 32302

John P. Fons, Esquire  
McFarlane, Ausley, Ferguson & McMullen  
227 South Calhoun Street  
Tallahassee, Florida 32302

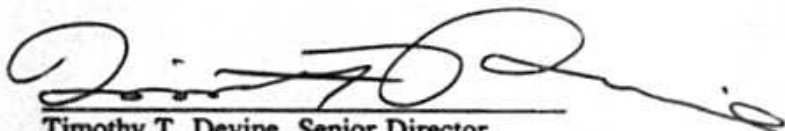


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Lawrence R. Freedman

**VERIFICATION**

I, Timothy T. Devine, hereby swear and affirm that I have reviewed the foregoing Petition for Arbitration of Interconnection Rates and Conditions of MFS Communications Company, Inc. and further swear and affirm that the factual allegations contained therein are true and correct to the best of my knowledge, information, and belief.

A handwritten signature in dark ink, appearing to read 'Timothy T. Devine', is written over a horizontal line.

Timothy T. Devine, Senior Director  
External and Regulatory Affairs-  
Southern Region  
MFS Communications Company, Inc.

Dated: July 15, 1996



BEFORE THE  
FLORIDA PUBLIC SERVICE COMMISSION

In the matter of )  
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SPRINT UNITED - CENTEL OF FLORIDA, )  
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COMPANY OF FLORIDA) )

Docket No. 960838-TP

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DOCUMENT NUMBER-DATE

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## INTRODUCTION

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7. Following hearings on the Florida Petitions, the Commission issued orders compelling reasonable terms and conditions of interconnection and unbundling with MFS-FL. See, Docket No. 950984-TP, Order No. PSC-96-0811-FOF-TP, Order Establishing Provisions for the Resale of Services Provided by GTE Florida Incorporation, United Telephone Company of Florida and Central Telephone Company of Florida (issued June 24, 1996) (recon. pending) ("Unbundling Order"); Docket No. 950985-TP, Order No. PSC-96-0668-FOF-TP, Final Order Establishing Non-discriminatory Rates, Terms and Conditions for Local Interconnection (issued May 20, 1996) (recon. pending) ("Interconnection Order").

8. On February 7, 1996, MFS delivered to Sprint by overnight delivery a written request for interconnection, services, and network elements pursuant to § 251 of the 1996 Act (the "Interconnection Request Letter"). MFS believes that Sprint received the Interconnection Request Letter on February 8, 1996. A true and correct copy of the Interconnection Request Letter is attached as Exhibit A.

9. MFS, as the requesting telecommunications carrier, has negotiated in good faith in accordance with § 251(c)(1) of the 1996 Act to attempt to establish terms and conditions for a binding agreement with Sprint for interconnection, services, and network elements.

10. The parties have been unable to reach a binding agreement.

11. On July 3, 1996, MFS delivered to Sprint by overnight delivery MFS' final offer prior to arbitration, in which MFS expressed its willingness to accept all rates, terms, and conditions contained in a proposed comprehensive interconnection agreement attached thereto ("Comprehensive Interconnection Agreement"). A copy of the correspondence transmitting the final offer is attached as Exhibit B. The Comprehensive Interconnection Agreement contains all the terms and conditions MFS desires for interconnection. A copy of the Comprehensive Interconnection Agreement is attached as Exhibit C. As of the date of this Petition, Sprint has not accepted MFS' final offer.

12. Under § 252(b)(1) of the 1996 Act, Congress created a specific arbitration process for incumbent LECs and requesting telecommunication carriers to arrive at an interconnection agreement through "compulsory arbitration" by "petition [to] a State commission to arbitrate any open issues" unresolved by negotiation under § 252(a). The provision states that either party to the interconnection negotiation may petition the State commission "[d]uring the period from the 135th to the 160th day (inclusive) after the date on which an incumbent local exchange carrier receives a request for negotiation under this section. . . ." § 252(b)(1). This petition is being timely filed with the Commission.



13. As of this date, all issues remain unresolved, necessitating arbitration of those unresolved issues before this Commission as prescribed by § 252(b) of the 1996 Act.

14. The provisions of §§ 364.161 and 364.162, Florida Statutes, are consistent with the Telecommunications Act. Accordingly, MFS requests the Commission to adopt, in determining the issues here, pursuant to the Telecommunications Act, the arrangements set out in the Unbundling and Interconnection Orders, which are reflected in its Comprehensive Interconnection Agreement.

15. In accordance with the requirements of § 252(b)(2), MFS, the petitioner, states below the issues that remain unresolved between the parties, and the position of each of the parties with respect to those issues. Sprint has not provided a specific counter-proposal to MFS' offer, and, thus, Sprint's specific position on all points is unclear, beyond its refusal to accept the terms proposed by MFS. Sprint's corporate parent has, however, stated its general position on these issues to MFS by letter dated April 12, 1996, enclosing Sprint Corporation's "Essential Elements for the Competitive Checklist." This letter and enclosure, referred to hereinafter as "Sprint Checklist," are collectively attached as Exhibit D. Also attached as Exhibit E is the Sprint Terms for LEC/CLEC Interconnection dated June 13, 1996 ("Sprint Terms") which Sprint identifies as the terms it requests from incumbent LECs when it is negotiating as a competitive LEC. MFS' positions are stated in detail in (1) the Comprehensive Interconnection Agreement, and (2) the Testimony. This petition contains a summary of the issues and the elements of MFS' position with respect to these issues; however, in the event of any ambiguity or conflict, the comprehensive Interconnection Agreement and the Testimony will govern. MFS' overall position

is that the Comprehensive Interconnection Agreement is fair, reasonable, and in accordance with applicable Commission precedent, Florida law, and the provisions of the 1996 Act and, therefore, ought to be adopted as the agreement between the parties.

I. Unresolved Issues

Section references below are to the Comprehensive Interconnection Agreement, attached as Exhibit C. In support of its position, MFS submits with this Petition and incorporates herein by reference the pre-filed Direct Testimony dated July 16, 1996 of Timothy T. Devine, Senior Director, External & Regulatory Affairs-Southern Region, MFS Communications Company, Inc., ("Testimony").

A. Physical Interconnection

1. Nature of Dispute: Sprint has failed to agree to MFS' position regarding physical interconnection issues, stated at § 4 of the Comprehensive Interconnection Agreement.
2. MFS Position: MFS' position is stated in § 4 of the Comprehensive Interconnection Agreement.
3. Sprint Position: Sprint has not agreed to MFS' proposal on this issue, and has not delineated a specific position in response.

B. Reciprocal Compensation Arrangements

1. Nature of Dispute: The parties have not agreed on the reciprocal compensation rate for local call termination.
2. MFS Position: Pursuant to § 5.8 of the Comprehensive Interconnection Agreement, MFS proposes a reciprocal local call termination rate of \$0.005 per minute of use.

3. Sprint Position: Sprint has not responded with a specific rate. Sprint has stated in the Sprint Checklist that a single, flat rate charge is appropriate. Sprint Checklist at 20. The rate proposed by MFS is consistent with local call termination costs stated by Sprint in prior interconnection proceedings and with rates proposed by staff. See Testimony; Interconnection Order at 11.

C. Unbundled Links

1. Nature of Dispute: The parties have not agreed on unbundled access and interconnection to certain unbundled links, described below.

2. MFS Position: MFS seeks unbundled access and interconnection to the following unbundled links: 2-wire ADSL compatible and 2-wire and 4-wire HDSL loops.

3. Sprint Position: Sprint has not agreed to MFS' position on this issue.

D. Information Services Traffic

1. Nature of Dispute: The parties have not agreed on the arrangements for billing, collection, and rating of information services traffic.

2. MFS Position: MFS proposes pursuant to § 7.1 of the Comprehensive Interconnection Agreement that the Originating Party on whose network information services traffic originates shall provide to the Terminating Party recorded call detail information. The Terminating Party shall provide the Originating Party with necessary information to rate information services traffic to the Originating Party's customers pursuant to the Terminating Party's agreements with each information services provider. The Originating Party shall bill and collect such information provider charges and remit the amounts collected to the Terminating

Party, less certain adjustments. The Commission adopted these arrangements in the Interconnection Order at 37-39.

3. Sprint Position: Sprint has not agreed to MFS' proposal on this issue, and has not delineated a specific position in response.

E. Prices for Unbundled Loops

1. Nature of Dispute: The parties cannot agree on the prices Sprint will charge MFS for unbundled loops.

2. MFS Position: MFS proposed the long-run incremental cost-based prices it is willing to pay for unbundled loops in § 9.6 and Exhibit 12 of the Comprehensive Interconnection Agreement. Generally, MFS proposes to pay monthly recurring rates of \$8.00, \$11.00, and \$15.00 for unbundled loops in urban, suburban, and rural zones, respectively.

3. Sprint Position: Sprint has not agreed to MFS' proposal on this issue, and has not delineated a specific position in response. Sprint has stated that prices for local loop transmission should be cost-based. See, Sprint Checklist at 9, 11.

F. Stipulated Damages Clauses

1. Nature of Dispute: The parties have not agreed upon provisions for stipulated damages which Sprint shall pay to MFS for specified performance breaches.

2. MFS Position: MFS proposes under § 23.0 of the Comprehensive Interconnection Agreement that Sprint shall pay MFS stipulated damages for specified performance breaches. The Commission has addressed performance criteria. See, Interconnection Order at 42; Unbundling Order at 16-19. As part of this arbitration, MFS proposes that stipulated damages



be a remedy for specific performance breach, but not MFS' exclusive remedy. This position is detailed in the Comprehensive Interconnection Agreement.

3. Sprint Position: Sprint has not agreed to MFS' proposal on this issue, and has not delineated a specific position in response.

G. Number Resources Arrangements

1. Nature of Dispute: The parties have not agreed on number resources arrangements.

2. MFS Position: As the Commission has determined, MFS, as a co-carrier, is entitled to the same non-discriminatory number resources as any Florida LEC. See Interconnection Order at 46, 47; Comprehensive Interconnection Agreement at § 14.2.

3. Sprint Position: Sprint has not agreed to MFS' proposal on this issue, and has not delineated a specific position in response. Sprint has indicated that access to telephone numbers should be non-discriminatory, and that numbering policy must be broadly developed and administered in a competitively neutral manner. Sprint Checklist at 15.

H. Tandem Subtending and Meet-Point Billing

1. The parties have not agreed upon arrangements for tandem subtending and meet-point billing.

2. MFS Position: The MFS position is stated in detail in the Testimony. Among other things, MFS proposes that if Sprint operates an access tandem serving a LATA in which MFS operates, it should be required, upon request, to provide tandem switching service to any other carrier's tandem or end office switch serving customers within that LATA, thereby

allowing MFS' switch to "subtend" the tandem. See, Interconnection Order at 27. Meet-point billing formulas should apply. See, Testimony; see also, Interconnection Order at 27-28. MFS and Sprint should exchange all information in a timely fashion necessary to accurately, reliably and promptly bill third parties for switched access services jointly handled by MFS and Sprint via the meet-point arrangement, and should employ calendar month billing and provide appropriate usage data to facilitate such billing. See, Interconnection Order at 28, 37-39. Billing to third parties should be accomplished according to the single-bill/multiple tariff method, and subsequently, via other methods in accordance with MFS' position stated more specifically in the Testimony. Switched access charges to third parties should also be calculated in accordance with the regime delineated in the Testimony. See also, Comprehensive Interconnection Agreement at § 6.3.

I. Reciprocal Traffic Exchange and Reciprocal Compensation

1. Nature of Dispute: The parties have not agreed upon arrangements for reciprocal traffic exchange and reciprocal compensation.

2. MFS Position: MFS' position is delineated in detail in the Testimony at § H as well as in the Comprehensive Interconnection Agreement at, e.g., §§ 4 - 7. Among other things, MFS proposes that interconnection be accomplished through interconnection points, under specified procedures. See, Interconnection Order at 24-26. MFS' proposal with respect to trunking, signaling, and other interconnection arrangements is stated in § 5.0 of the Comprehensive Interconnection Agreement. Sprint should exchange traffic between its network and the networks of competing carriers using reasonably efficient routing, trunking and signaling

arrangements. See, Interconnection Order at 40-41. MFS should only be required to pay for the Sprint intermediary function of transiting traffic in limited circumstances in which two ALECs that are not cross-connected at the designated network interconnection point and do not have direct trunks utilizing Sprint access tandem to transit traffic. In all cases, only an ALEC should alternatively have an opportunity to cross-connect. See, Interconnection Order 26-27. See also, New York Case No. 94-C-0095, Order Instituting Framework for Directory Listings, Carrier Interconnection, and Intercarrier Compensation (September 27, 1995). Appropriate arrangements with respect to trunking, busy line verification, and interim trunks should be established. See, Testimony; Interconnection Order 40-41: 34.

3. Sprint Position: Sprint has not agreed to MFS' proposal on this issue, and has not delineated a specific position in response.

J. Shared Network Platform Arrangements

1. Nature of Dispute: The parties have not agreed upon shared network platform arrangements.

2. MFS Position: MFS believes that service platforms must be shared by a competing carrier in order to permit customers to receive similar service. These platforms include the following:

- a. Interconnection Between MFS and Other Collocated Entities;
- b. 911 and E-911 systems;
- c. Information Services Billing and Collection;
- d. Directory Listings and Distribution;

- e. Directory Assistance Service;
- f. Yellow Page Maintenance;
- g. Transfer of Service Announcements;
- h. Coordinated Repair Calls;
- i. Busy Line Verification and Interrupt;
- j. Information Pages; and
- k. Operator Reference Database.

See Interconnection Order at 50. Standards should be adopted for interconnection facilities between MFS and other collocated facilities (see, Testimony; Interconnection Order at 50); provision of 911/E911 services (see, § 18.0 of the Interconnection Agreement; see also, Interconnection Order at 28-33); directory assistance (see, Testimony; see also Interconnection Order at 34-35); yellow page maintenance and transfer of service announcements; (see, Testimony; see also, Interconnection Order at 35-37); and for coordinated repair calls and operator reference database (see, Testimony; see also, Interconnection Order at 42-46)

3. Sprint Position: Sprint has not agreed to MFS' proposal on this issue, and has not delineated a specific position in response. Sprint has stated, among other things, that it should be presumed that interconnection at switching points is technically feasible, and that there should be no discrimination in the interconnections allowed. Sprint Checklist at 2. Sprint has further indicated that all telecommunications carriers should have access to incumbent local exchange carriers' 911, E911, directory assistance and operator call completion capabilities on the same terms and conditions as enjoyed by the incumbent local exchange carriers. Id. at 12.



Resale prices should include population of the databases and access to the services, and access to these databases should be non-discriminatory, according to Sprint. Id. Sprint has further stated that competitors should be allowed non-discriminatory access to databases, including directory assistance, and interconnection should be seamless. Id. at 17.

K. Local Telephone Portability Arrangements

1. Nature of Dispute: The parties have not agreed upon local telephone portability arrangements.

2. MFS Position: MFS proposes interim number portability arrangements in its Comprehensive Interconnection Agreement. Id. at § 13. See also, Testimony. MFS' proposal, particularly with respect to cost recovery rates for number portability (see, § 13.5 of the Comprehensive Interconnection Agreement) is consistent with the FCC's recent order. See, First Report and Order and Further Notice of Proposed Rulemaking, FCC Docket No. 95-116, ¶¶ 117-40 (released July 2, 1996).

3. Sprint Position: Sprint has not agreed to MFS' proposal on this issue, and has not delineated a specific position in response. Sprint has said that the definition of number portability should evolve as technology and markets dictate, that remote call forwarding should be the method of interim number portability, and that interim number portability does not promote competition. Sprint Checklist at 18.

L. Unbundling of Local Loop Facilities

1. Nature of Dispute: The parties have not agreed upon arrangements for the unbundling of local facilities.

2. MFS Position: MFS provides a comprehensive proposal for unbundled access in § 9 of the Comprehensive Interconnection Agreement. A detailed explanation of MFS' position can be found in the Testimony. MFS notes that this Commission has already ordered that local loops be provided on an unbundled basis. Unbundling Order at 4. Specific unbundled elements should be made available as detailed in § 9 of the Comprehensive Interconnection Agreement. Sprint should be required to offer collocations for interconnection to unbundled links. See, Testimony; Unbundling Order at 7. Certain additional requirements are necessary regarding Sprint's unbundled elements in order to enable MFS to efficiently offer services. See, Testimony; Unbundling Order at 27-30; see also Comprehensive Interconnection Agreement at § 9. MFS believes it is important that unbundled elements of the local loop be available to new entrants at a reasonable price. See, Testimony. The Commission should take into account zone density in order to accurately reflect the cost characteristics of the local loop. Id. LECs in other jurisdictions have adopted such a pricing methodology. Id.

3. Sprint Position: Sprint has not agreed to MFS' proposal on this issue, and has not delineated a specific position in response. Historically, Sprint proposed to provide only an unbundled two-wire voice grade loop and a two-wire analog port in its initial tariff filing package. Testimony. Sprint has recognized the appropriateness of zone density pricing. Id. See also, Sprint Terms.

M. "Fresh Look"

1. Nature of Dispute: The parties have not agreed to a fresh look provision, described below.

2. MFS Position: MFS' position is stated in detail in its Motion for Reconsideration by MFS-FL filed before the Commission dated July 8, 1996 ("MFS Reconsideration Motion") at 20-24. Fresh look means permitting any customer to convert its unbundled service with GTE to an unbundled service with MFS with no penalties, rollover, or in termination, charges either to MFS or the customer. The Commission has ordered such relief with respect to BellSouth. See Order No. PSC-96-0444-FOF-TP at 16-18 (recon. pending). MFS has requested, in the MFS Reconsideration Motion, that such relief apply to MFS.

3. Sprint Position: Sprint has not agreed to a fresh look provision.

### III. Other Issues

If Sprint asserts that any other issues are disputed, or otherwise disagrees with any provision of the Comprehensive Interconnection Agreement or if Sprint contests or disputes any issues, then MFS requests that Sprint respond in detail identifying such issues and delineating its position as to each.

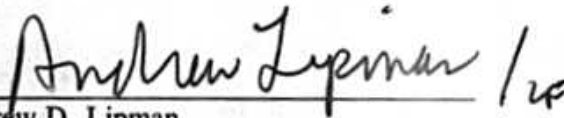
### REQUEST FOR RELIEF

1. MFS requests that the Commission arbitrate the unresolved interconnection issues between MFS and Sprint.

2. MFS expressly reserves the right to offer such other evidence in this proceeding as it deems necessary to support its position.

3. MFS requests that the Commission compel Sprint pursuant to § 252(b)(4)(B) of the 1996 Act to provide to MFS cost studies and any other relevant documents or information regarding the unresolved interconnection and unbundling issues.

Respectfully submitted,

  
Andrew D. Lipman  
Russell M. Blau  
Lawrence R. Freedman  
SWIDLER & BERLIN, Chartered  
3000 K Street, N.W., Suite 300  
Washington, D.C. 20007-5116  
(202) 424-7500 (Tel.)  
(202) 424-7645 (Fax)

Attorneys for MFS COMMUNICATIONS  
COMPANY, INC.

July 16, 1996



### CERTIFICATE OF SERVICE

I hereby certify that on this 16th day of July, 1996 a copy of the foregoing Petition for Arbitration of Interconnection Rates, Terms and Conditions of MFS Communications Company, Inc. (along with accompanying exhibits) and Direct Testimony of Timothy T. Devine (along with accompanying exhibits), was served, via Federal Express, on the following:

J. Jeffrey Wahlen, Esq.  
McFarlane, Ausley, Ferguson & McMullen  
227 South Calhoun Street  
Tallahassee, Florida 32302

John P. Fons, Esquire  
McFarlane, Ausley, Ferguson & McMullen  
227 South Calhoun Street  
Tallahassee, Florida 32302

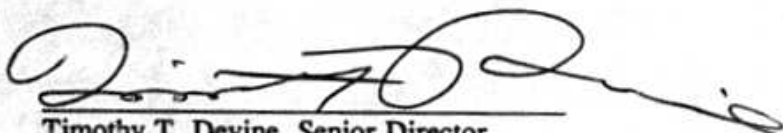


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Lawrence R. Freedman

**VERIFICATION**

I, Timothy T. Devine, hereby swear and affirm that I have reviewed the foregoing Petition for Arbitration of Interconnection Rates and Conditions of MFS Communications Company, Inc. and further swear and affirm that the factual allegations contained therein are true and correct to the best of my knowledge, information, and belief.

A handwritten signature in black ink, appearing to read 'Timothy T. Devine', written over a horizontal line.

Timothy T. Devine, Senior Director  
External and Regulatory Affairs-  
Southern Region  
MFS Communications Company, Inc.

Dated: July 15, 1996



Communications Company, Inc.

GOVERNMENT AFFAIRS OFFICE  
3000 K STREET, N.W., SUITE 300  
WASHINGTON, D.C. 20007  
TEL. (202) 424-7709  
FAX (202) 424-7845

February 7, 1996

**VIA OVERNIGHT MAIL**

Daryl Kelly, President  
United Telephone of Florida  
555 Lake Border Drive  
Apopka, Florida 32703

Re: Request for Interconnection Negotiations Pursuant to Section 251(c)(1) of the Telecommunications Act of 1996

Dear Mr. Kelly:

As you already know, President Clinton is about to sign into law the Telecommunications Act of 1996. I am writing to inform you that pursuant to Section 101 of that Act, creating new Section 251(c)(1) of the Communications Act, MFS Communications Company, Inc. ("MFS"), on behalf of its subsidiaries providing telecommunications services in Florida, requests that United Telephone of Florida commence good faith negotiations with us to fulfill the interconnection duties described in paragraphs (1) through (5) of new Section 251(b) and paragraphs (2) through (6) of new Section 251(c).

To help initiate the process of interconnection negotiations, we have attached a copy of a model agreement that includes certain of the terms and conditions for interconnection now required of incumbent local exchange carriers under the Telecommunications Act of 1996. In accordance with the duties of incumbent local exchange carriers found in new Sections 251 and 252 of the Communications Act, the following arrangements are offered as a general framework from which we may commence interconnection negotiations:

1. **Network Interconnection Architecture (New Section 251(c)(2))**

MFS and United Telephone of Florida should establish efficient and reciprocal interconnections between their respective networks. Any interconnection established between the parties should include non-discriminatory and real-time access to databases and associated signaling necessary for call routing and completion, and this access should be provided at cost-based rates pursuant to new Section 252(d)(1).

February 7, 1996  
Page 2

2. Meet-Point Billing Arrangements (New Section 251(c)(2)(D))

United Telephone of Florida should extend to MFS meet-point billing arrangements, so that MFS may timely offer a common transport option to parties purchasing originating and terminating switched access services from MFS' end office switches which it utilizes to provide local exchange services.

3. Reciprocal Exchange of Traffic and Compensation (New Section 251(b)(5))

MFS and United Telephone of Florida should reciprocally exchange traffic between their networks, so as to allow the seamless and transparent completion of all intra-LATA (including "local") calls between their respective exchange service users in a given LATA. The termination rate should be imputable into United Telephone of Florida's end user calling rates, after discounts. Such arrangement is contemplated by new Section 252(d)(2)(B)(i) of the Communications Act.

Additionally, United Telephone of Florida should agree to route traffic through its tandem network in order to enable the efficient interchange of traffic between MFS and other local service competitors or independent LECs operating in the LATA, via the same trunk groups over which MFS and United Telephone of Florida exchange traffic in that LATA. Such transiting function should be provided at the option of MFS and the other carriers. For such traffic which MFS originates to another local competitive carrier or independent LEC, United Telephone of Florida should bill MFS a reasonable, incremental cost-based transiting charge per minute; United Telephone of Florida should be responsible for negotiating transiting compensation with the other competitors or independent LECs for traffic they originate to MFS via the United Telephone of Florida tandem. To the extent United Telephone of Florida offers a more favorable transiting charge to any other independent or competitive local service provider, United Telephone of Florida should provide that same rate to MFS.

4. Ancillary Platform Arrangements (New Section 251(c)(2))

The agreement should enable MFS to offer seamless service by establishing access to all applicable ancillary platform arrangements, including the following: 9-1-1/E-9-1-1, Directory Assistance, Directory Listings and Directory Distribution, Transfer of Service Announcement, Coordinated Repair Calls, and Busy Line Verification and Interrupt. MFS must be allowed access to these platforms on non-discriminatory and cost-based terms pursuant to the pricing standards established in new Section 252(d)(1). 9-1-1 access must include: (1) appropriate trunk connections to United Telephone of Florida 9-1-1/E-9-1-1



selective routers or tandem; (2) automated procedures for loading MFS-supplied data into ALL databases; and (3) comply with all local and regional 9-1-1/E-9-1-1 plan requirements.

5. Unbundled Loops (New Section 251(c)(2),(3))

United Telephone of Florida should provide unbundled loops to MFS on cost-based terms (pursuant to new Section 252(d)(1)), along with a specific rollout plan. MFS should be allowed to access said interconnect to unbundled loops via expanded interconnection facilities. Loops should be provided at a fixed, monthly recurring, per-loop rate which is imputable into standard bundled local exchange access line rates. All relevant quality, provisioning, maintenance and conversion intervals for unbundled loops should be comparable in all material respects to the quality and intervals United Telephone of Florida provides to its most favored end users for bundled access line services.

In addition to unbundling of loops from the central office to the customer premises, MFS also requests (a) interconnection pursuant to Section 251(c)(2) at the first point in the network (looking out from the central office) at which it can obtain access to a dedicated pair of copper wires to the customer's premises, and (b) unbundled access pursuant to Section 251(c)(3) to the portion of the local loop extending from this interconnection point to the customer's premises. Depending on the configuration of the local network, the interconnection point may in some instances be at the central office itself, but in other instances may be at other intermediate distribution points in the network, including (for example) locations where copper loops are connected to a remote switching module, or to the subscriber terminal of a Digital Loop Carrier or similar loop carrier system.

6. Number Portability (New Section 251(b)(2))

Until such time as permanent number portability has been fully implemented pursuant to new Section 251(b)(2), MFS and United Telephone of Florida will provide interim number portability to one another through the use of remote call forwarding ("RCF") capabilities. Interim and permanent number portability should include telephone numbers used for the provision of information services, including but not limited to "976" prefixes. On all calls which terminate to a party through an RCF arrangement, that party should be compensated by the party providing the RCF arrangement, as if the call had been directly-dialed to the telephone number to which the call had been forwarded. Thus, for instance, an RCF'd interLATA call would be compensated at the otherwise applicable intrastate terminating switched access rate; an RCF'd "local" call would be compensated at the reciprocal compensation rate which would otherwise apply for direct-dialed local calls. The parties should commit to migrate to the statutorily required permanent number portability solution as soon as technically possible. Costs to implement permanent number portability must be

borne by all telecommunications carriers on a competitively neutral basis pursuant to new Section 251(e)(2).

7. **Access to Rights-of-Way (New Section 251(b)(4))**

United Telephone of Florida should afford MFS access to its poles, ducts, conduits, and rights-of-way to the extent needed by MFS to provide local exchange services. This includes access to customer buildings, and "telephone closets," risers, and conduits within buildings. Such access should be provided at rates, terms, and conditions consistent with the Pole Attachment Act of 1978 as amended by the Telecommunications Act of 1996 (amended 47 U.S.C. § 224).

8. **Resale of Local Services (New Section 251(c)(4))**

United Telephone of Florida should offer to MFS for resale, at wholesale rates as defined in new Section 252(d)(3), any telecommunications services, specifically including without limitation Centrex services, that United Telephone of Florida provides at retail to subscribers who are not telecommunications carriers.

9. **Physical Collocation (New Section 251(c)(6))**

MFS requests that United Telephone of Florida provide MFS physical collocation of equipment necessary for interconnection or access to unbundled network elements at the premises of the local exchange carrier to the extent that space is available at such locations.

10. **Numbering Administration (New Section 251(b)(3))**

Until the date by which telecommunications numbering administration guidelines, plan, or rules are established pursuant to new Section 251(e), United Telephone of Florida should provide non-discriminatory access to telephone numbers for assignment to MFS' customers.

11. **Notice of Changes (New Section 251(c)(5))**

MFS requests that United Telephone of Florida advise us as to how it intends to provide reasonable public notice of any changes in the information necessary for the transmission and routing of services using United Telephone of Florida's facilities or networks, as well as any other changes that would affect the interoperability of those facilities and networks.

The above listing of requested arrangements is meant only to provide a basis from which to commence interconnection negotiations. MFS reserves the right to suggest additional or modified

February 7, 1996

Page 5

arrangements as negotiations proceed. It is the hope of MFS that a legally sufficient and mutually satisfactory agreement may be reached voluntarily between the parties. In the case that this is not achievable, however, MFS reminds United Telephone of Florida that if no agreement is reached within 135 days from the date of this letter, either party may request that the State commission enter the negotiations as arbitrator of any unresolved issues pursuant to new Section 252(b).

In light of the need to engage in meaningful negotiations before the expiration of the 135 days provided in the new Act for voluntary negotiations, MFS requests a written response to this letter by February 22. Upon receiving your written acceptance to engage in these statutorily required negotiations, we hope to plan with you a preliminary schedule of meetings to discuss these issues in detail.

I look forward to your prompt response to our request to negotiate a comprehensive interconnection agreement pursuant to the terms specified in the newly enacted Telecommunications Act of 1996. Should you have any questions as to this correspondence, please contact me at (202) 424-7833 or Alex Harris at (212) 843-3051.

Sincerely,



Andrew D. Lipman  
Senior Vice President  
Legal & Regulatory Affairs

cc: Royce J. Holland  
Alex J. Harris

Attachment

134107.1





SIX CONCOURSE PARKWAY SUITE 2100  
ATLANTA, GEORGIA 30328  
TEL (404) 393-9755  
FAX (404) 395-0466

July 3, 1996

Mr. Jack K. Burge  
National Account Manager  
Sprint Corporation  
2330 Shawnee Mission Parkway  
Westwood, Kansas 68225

Via Federal Express & Facsimile

**Re: MFS/Sprint Interconnection Agreements**

Dear Jack:

For the past several months, MFS Communications Company, Inc. (MFS), on behalf of itself and its subsidiaries, and Sprint have been negotiating the terms and conditions of an interconnection agreement pursuant to the Federal Telecommunications Act (FTA) of 1996. As you are aware, before we sent Sprint our Interconnection and Unbundling request and agreement in February per the FTA, MFS initiated negotiations under Florida statutes last fall. During our discussions last fall we agreed to disagree on the key terms of interconnection and unbundling, therefore MFS filed petitions with the Florida Commission asking the Commission to resolve the contested issues with Sprint.

While MFS and Sprint continued to negotiate the contested issues, we continued to disagree on the issues. Therefore, after Sprint requested that we postpone negotiations until after the Commission issued orders on MFS' petitions, MFS agreed to wait. As of June 24, 1996 the Florida Commission has issued orders in the MFS petition cases. In the orders the Commission has ordered most of MFS' requests for interconnection and unbundling. Therefore, in an effort to move our negotiations swiftly forward, I have attached a comprehensive interconnection agreement for execution.

I would hope that we can reach agreement and conclude our negotiations. However, it is probable that we will not be executing a complete interconnection agreement soon, therefore, I am sending you this letter in advance of our expected arbitration of the outstanding issues which need to be resolved before the Public Service Commission.

**Comprehensive Interconnection Agreement**

The agreement reflects the issues that need to be resolved to implement a mutually acceptable interconnection agreement. MFS believes that the issues on which we agree



**Mr. Jack K. Burge -- Interconnection Agreement**  
**July 3, 1996**  
**Page 2**

have been incorporated into the agreement, as well as MFS' best and final offer on the issues on which we have not yet reached agreement. Please review the attached agreement and return the signed copy of the agreement or advise me of each provision with which you disagree. I am assuming that if Sprint does not formally respond to each provision of the agreement, as part of the formal arbitration case record, that Sprint is accepting all the provisions that are contained in the agreement. Of course, MFS is reserving its right to seek arbitration on all items since we don't have an executed agreement.

MFS is willing to accept the terms and conditions reflected in the attached agreement in total. The package of terms and conditions are similar to those that Ameritech and NYNEX have reached with MFS in negotiating interconnection agreements. In addition, the attached agreement is consistent with Sprint's policy on Interconnection and Unbundling, as contained in the document you sent me April 12, 1996, titled Sprint's "Essential Elements of the Competitive Checklist" to implement the Telecommunications Act of 1996. Also, you should find most of the items are similar, if not identical, to the terms you have seen in our earlier discussions.

If there are provisions with which you do not agree, please provide me with any and all information and supporting documentation on which you rely to support your position on each issue. If there are disputed provisions, to facilitate an efficient arbitration, it is important that we assemble a complete collection of facts, data and studies relevant to the issues on which we may disagree. In that regard, I ask you to provide the following information:

- ▶ Loop prices for off premise Centrex services, and any cost support or cost studies that Sprint provided to Commission or any other state regulator to support its Centrex prices.
- ▶ Any interconnection agreements with adjacent local telephone companies that contain charges for the transport and termination of traffic.
- ▶ Any forward-looking incremental cost studies performed by Sprint (or relied on by Sprint) that develop the costs of the local loop, the costs of transport and termination, or the costs of interim number portability. Please understand that I am not asking that Sprint perform any cost studies, but that it provide me with any such studies that are relevant to the issues that are in dispute.

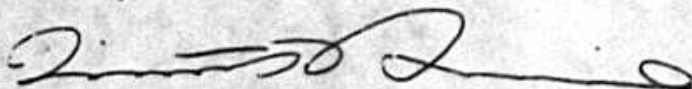
Please review the attached comprehensive agreement and return the signed copy of the agreement or advise me of each provision with which you disagree. I am assuming that

Mr. Jack K. Burge -- Interconnection Agreement  
July 3, 1996 -  
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if Sprint does not formally respond to the agreement, as part of the formal arbitration case record, that Sprint is accepting all the provisions that are contained in the agreement. Of course, MFS is reserving its right to seek arbitration on all items since we don't have an executed agreement.

Because the date for seeking arbitration before the Commission is quickly approaching (July 17), I would like a response from Sprint no later than July 11, 1996. Thank you in advance for expediting your response to me to assist in facilitating the arbitration process. If you have any questions, please call me at (770) 390-6791.

Sincerely,



Timothy T. Devine  
Senior Director, External & Regulatory Affairs  
Southern Region  
MFS Communications Company, Inc.  
Six Concourse Parkway, Suite 2100  
Atlanta, Georgia 30328-5351

voice: (770) 390-6791  
fax: (770) 390-6787

**FLORIDA INTERCONNECTION AGREEMENT**  
**UNDER SECTIONS 251 AND 252 OF THE**  
**TELECOMMUNICATIONS ACT OF 1996**

**DATED JULY 3, 1996**

**BY AND BETWEEN**

**SPRINT UNITED-CENTEL OF FLORIDA, INC.**

**AND**

**MFS COMMUNICATIONS COMPANY, INC.**

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**MFS Communications Co., Inc., & Sprint United-Centel of Florida, Inc.**  
**Florida Interconnection Agreement**  
**Under Sections 251 and 252 of the Telecommunications Act of 1996**

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This Interconnection Agreement under Sections 251 and 252 of the Telecommunications Act of 1996 ("Agreement"), is effective as of the \_\_\_\_ day of June, 1996 (the "Effective Date"), by and between Sprint United-Centel of Florida, Inc., ("Sprint"), 555 Lake Border Drive, Apopka, Florida 32703, and MFS Communications Company, Inc., ("MFS") a Delaware corporation, with offices located at Six Concourse Parkway, Suite 2100, Atlanta, Georgia 30328, on behalf of itself and its subsidiaries, including, Metropolitan Fiber Systems of Florida, Inc.

WHEREAS, the Parties want to interconnect their networks at mutually agreed upon points of interconnection to provide Telephone Exchange Services (as defined below) and Exchange Access (as defined below) to their respective Customers.

WHEREAS, the Parties are entering into this Agreement to set forth the respective obligations of the Parties and the terms and conditions under which the Parties will interconnect their networks and provide other services as required by the Act (as defined below) and additional services as set forth herein.

NOW, THEREFORE, in consideration of the mutual provisions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, MFS and Sprint hereby agree as follows:

**1.0 DEFINITIONS**

As used in this Agreement, the following terms shall have the meanings specified below in this Section 1.0. For convenience of reference only, the definitions of certain terms that are As Defined in the Act (as defined below) are set forth on Exhibit 1.0. Exhibit 1.0 sets forth the definitions of such terms as of the date specified on such Exhibit and neither Exhibit 1.0 nor any revision, amendment or supplement thereof intended to reflect any revised or subsequent interpretation of any term that is set forth in the Act is intended to be a part of or to affect the meaning or interpretation of this Agreement.

- 1.1 "Act" means the Communications Act of 1934 (47 U.S.C. 153(R)), as amended by the Telecommunications Act of 1996, and as from time to time interpreted in the duly authorized rules and regulations of the FCC or a Commission within its state of jurisdiction.
- 1.2 "Asymmetrical Digital Subscriber Line" or "ADSL" is a transmission technology which transmits an asymmetrical digital signal using one of a variety of line codes.
- 1.3 "Affiliate" is As Defined in the Act.

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- 1.4** "As Defined in the Act" means as specifically defined by the Act and as from time to time interpreted in the duly authorized rules and regulations of the FCC or the Commission.
- 1.5** "As Described in the Act" means as described in or required by the Act and as from time to time interpreted in the duly authorized rules and regulations of the FCC or the Commission.
- 1.6** "Automatic Number Identification" or "ANI" is a Feature Group D signaling parameter which refers to the number transmitted through the network identifying the billing number of the calling party.
- 1.7** "BLV/BLVI Traffic" or "BLV/BLVI Call" refers to an operator call in which the end user inquires as to the busy status of, or requests an interruption of a call on an Exchange Service.
- 1.8** "Calling Party Number" or "CPN" is a Common Channel Interoffice Signaling parameter which refers to the number transmitted through the network identifying the calling party.
- 1.9** "Central Office Switch", "Central Office" or "CO" means a switching entity within the public-switched telecommunications network, including but not limited to:
- a) "End Office Switches" which are Class 5 switches from which end user Exchange Services are directly connected and offered.
  - b) "Tandem Office Switches" which are Class 4 switches which are used to connect and switch trunk circuits between and among Central Office Switches.
- Central Office Switches may be employed as combination End Office/Tandem Office switches (combination Class 5/Class 4).
- 1.10** "CCS" refers to one hundred (100) call seconds.
- 1.11** "CLASS Features" mean certain CCS-based features available to end users. Class features include, but are not necessarily limited to: Automatic Call Back; Call Trace; Caller Identification and related blocking features; Distinctive Ringing/Call Waiting; Selective Call Forward; Selective Call Rejection.



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- 1.12** "Collocation" or "Collocation Arrangement" means an arrangement whereby one Party's (the "Collocating Party") facilities are terminated in its equipment necessary for interconnection or for access to Network Elements on an unbundled basis which has been installed and maintained at the premises of a second Party (the "Housing Party"). For purposes of Collocation, the "premises" of a Housing Party is limited to occupied structure or portion thereof in which such Housing Party has the exclusive right of occupancy. Collocation may be "physical" or "virtual". In "Physical Collocation," the Collocating Party installs and maintains its own equipment in the Housing Party's premises. In "Virtual Collocation," the Housing Party installs and maintains the Collocating Party's equipment in the Housing Party's premises.
- 1.13** "Commission" means the Florida Public Service Commission (PSC) where applicable).
- 1.14** "Common Channel Interoffice Signaling" or "CCS" means the signaling system, developed for use between switching systems with stored-program control, in which all of the signaling information for one or more groups of trunks is transmitted over a dedicated high-speed data link rather than on a per-trunk basis and, unless otherwise agreed by the Parties, the CCIS used by the Parties shall be SS7.
- 1.15** "Cross Connection" is an intra-wire center channel connecting separate pieces of telecommunications equipment including a channel between separate Collocation facilities.
- 1.16** "Customer" means a third-party residence or business that subscribes to Telecommunications Services provided by either of the Parties.
- 1.17** "DID" means direct inward dialing.
- 1.18** "Dialing Parity" is As Defined in the Act. As used in this Agreement, Dialing Parity refers to both Local Dialing Parity and Toll Dialing Parity.
- 1.19** "Local Dialing Parity" means the ability of Telephone Exchange Service Customers of one LEC to place local calls to Telephone Exchange Service Customers of another LEC, without the use of any access code and with no unreasonable dialing delay. "Toll Dialing Parity" means the ability of Telephone Exchange Service



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- Customers of a LEC to have their toll calls (inter or intraLATA) routed to a toll carrier (intraLATA or interLATA) of their selection without dialing access codes or additional digits and with no unreasonable dialing delay.
- 1.20** "Digital Signal Level" means one of several transmission rates in the time-division multiplex hierarchy.
- 1.21** "Digital Signal Level 0" or "DS0" is the 64 Kbps zero-level signal in the time-division multiplex hierarchy.
- 1.22** "Digital Signal Level 1" or "DS1" is the 1.544 Mbps first-level signal in the time-division multiplex hierarchy. In the time-division multiplexing hierarchy of the telephone network, DS1 is the initial level of multiplexing.
- 1.23** "Digital Signal Level 3" or "DS3" is the 44.736 Mbps third-level in the time-division multiplex hierarchy. In the time-division multiplexing hierarchy of the telephone network, DS3 is defined as the third level of multiplexing.
- 1.24** "DSX panel" is a cross-connect bay/panel used for the termination of equipment and facilities operating at digital rates.
- 1.25** "Exchange Access" is As Defined in the Act.
- 1.26** "Electronic File Transfer" is any system/process which utilizes an electronic format and protocol to send/receive data files.
- 1.27** "Exchange Message Record" or "EMR" is the standard used for exchange of telecommunications message information among Local Exchange Carriers for billable, non-billable, sample, settlement and study data. EMR format is contained in BR-010-200-010 *CRIS Exchange Message Record*, a Bellcore document which defines industry standards for exchange message records.
- 1.28** "Exchange Service" means a service offered to end users which provides the end user with a telephonic connection to, and a unique telephone number address on, the public switched telecommunications network, and which enables such end user to place or receive calls to all other stations on the public switched telecommunications network. Exchange Services include, but are not necessarily limited to: basic access lines; PBX trunks; Centrex and Centrex-like line services; ISDN

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- line/trunk services; pay telephone stations and lines provided for use in conjunction with customer-owned pay telephones.
- 1.29** "FCC" is the Federal Communications Commission.
- 1.30** "Fiber-Meet" means an Interconnection architecture method whereby the Parties physically Interconnect their networks via an optical fiber interface (as opposed to an electrical interface) at a mutually agreed upon location.
- 1.31** "HDSL" or "High-Bit Rate Digital Subscriber Line" is a transmission technology which transmits up to a DS1-level signal, using any one of the following line codes: 2 Binary / 1Quartenary ("2B1Q"), Carrierless AM/PM, Discrete Multitone ("DMT"), or 3 Binary / 1 Octel ("3B1O").
- 1.32** "Information Service Traffic" or "Information Service Call" is a call which originates on an Exchange Service and which is addressed to an information service provided over a LEC information services platform (e.g., 976), where the telephone number of the Exchange Service and the telephone number of the information service are associated with the same LATA.
- 1.33** "Integrated Digital Loop Carrier" is a subscriber loop carrier system which integrates within the switch at a DS1 level that is twenty-four (24) local Loop transmission paths combined into a 1.544 Mbps digital signal.
- 1.34** "Interconnection" means the connection of separate pieces of equipment, transmission facilities, etc., within, between or among networks. The architecture of interconnection may include several methods including, but not limited to Collocation arrangements and mid-fiber meet arrangements.
- 1.35** "Interexchange Carrier" or "IXC" is a provider of stand-alone interexchange telecommunications services.
- 1.36** "Interim Telecommunications Number Portability" or "INP" is the transparent delivery of Local Telephone Number Portability ("LTNP") capabilities, from a customer standpoint in terms of call completion, and from a carrier standpoint in terms of compensation, through the use of existing and available call routing, forwarding, and addressing capabilities.
- 1.37** "InterLATA" is As Defined in the Act.

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- 1.38** "Integrated Services Digital Network" or "ISDN" is a switched network service that provides end-to-end digital connectivity for the simultaneous transmission of voice and data. Basic Rate Interface-ISDN (BRI-ISDN) provides for digital transmission of two 64 Kbps bearer channels and one 16 Kbps data channel (2B + D). Primary Rate Interface-ISDN (PRI-ISDN) provides for digital transmission of twenty-three (23) 64 Kbps bearer channels and one 16 Kbps data channel (23 B + D).
- 1.39** "Line Side" refers to an end office switch connection that has been programmed to treat the circuit as a local line connected to a ordinary telephone station set. Line side connections offer only those transmission and signaling features appropriate for a connection between an end office and an ordinary telephone station set.
- 1.40** "Local Access and Transport Area" or "LATA" is As Defined in the Act.
- 1.41** "Local Exchange Carrier" or "LEC" means any carrier that provides facility-based Exchange Services utilizing a switch it owns or substantially controls in conjunction with unique central office codes assigned directly to that carrier; this includes the Parties to this Agreement.
- 1.42** "Local Traffic" refers to calls between two or more Exchange service users where both Exchange Services bear NPA-NXX designations associated with the same local calling area of the incumbent LEC or other authorized area (e.g., Extended Area Service Zones in adjacent local calling areas). Local traffic includes the traffic types that have been traditionally referred to as "local calling" and as "extended area service (EAS)." In no event shall the Local Traffic area for purposes of local call termination billing between the parties ever be decreased.
- 1.43** "Number Portability" As Defined in the Act or "LTNP" provides the technical ability to enable an end user customer to utilize its telephone number in conjunction with any exchange service provided by any Local Exchange Carrier operating within the geographic number plan area with which the customer's telephone number(s) is associated, regardless of whether the customer's chosen Local Exchange Carrier is the carrier which originally assigned the number to the customer, without penalty to either the customer or its chosen Local Exchange Carrier.



**1.44** "Local Loop Transmission" or "Loop" is a component of an Exchange Service; for purposes of general illustration, the "Loop" is the transmission facility (or channel or group of channels on such facility) which extends from a Main Distribution Frame, DSX-panel, or functionally comparable piece of equipment in a Sprint end office wire center, to a demarcation or connector block in/at a customer's premises. Traditionally, Loops were provisioned as 2-wire or 4-wire copper pairs running from the end office distribution frame to the customer premise; however, a Loop may be provided via other media, including radio frequencies, as a channel on a high capacity feeder/distribution facility which may in turn be distributed from a node location to the customer premise via a copper or coax drop facility, etc. Loops fall into the following categories:

- a) "2-wire analog voice grade Loops" will support analog transmission of 300-3000 Hz, repeat loop start, loop reverse battery, or ground start seizure and disconnect in one direction (toward the end office switch), and repeat ringing in the other direction (toward the end user). This Loop is commonly used for local dial tone service.
- b) "4-wire Analog Voice Grade Loops" which support the transmission of voice grade signals using separate transmit and receive paths and terminates in a 4-wire electrical interface.
- c) "2-wire ISDN digital grade Loops" will support digital transmission of two 64 Kbps bearer channels and one 16 Kbps data channel. This is a 2B+D basic rate interface Integrated Services Digital Network (BRI-ISDN) type of loop which will meet national ISDN standards.
- d) "2-Wire ADSL-Compatible Loop" is a transmission path which facilitates the transmission of up to a 6 Mbps digital signal downstream (toward the Customer) and up to a 640 Kbps digital signal upstream (away from the Customer) while simultaneously carrying an analog voice signal. An ADSL-Compatible Loop is provided over a 2-Wire non-loaded twisted copper pair provisioned using revised resistance design guidelines and meeting ANSI Standard T1.413-1995-007R2. An ADSL Loop terminates in a 2-wire electrical interface at the customer premises and at the Sprint Central Office frame. ADSL technology can only be deployed over loops which extend less than 18 Kft. from



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Sprint's Central Office. These ADSL compatible loops are only available where existing copper facilities can meet the ANSI T1.413-1995-007R2 specifications.

- e) "2-Wire HDSL-Compatible Loop" is a transmission path which facilitates the transmission of a 768 Kbps digital signal over a 2-Wire non-loaded twisted copper pair meeting the specifications in ANSI T1E1 Committee Technical Report Number 28. HDSL compatible loops are available only where existing copper facilities can meet the T1E1 Technical Report Number 28 specifications.
  - f) "4-Wire HDSL-Compatible Loop" is a transmission path which facilitates the transmission of a 1.544 Mbps digital signal over two 2-Wire non-loaded twisted copper pairs meeting the specifications in ANSI T1E1 Committee Technical Report Number 28. HDSL compatible Loops are available only where existing copper facilities can meet the specifications.
  - g) "4-wire DS-1 digital grade Loops" will support full duplex transmission of isochronous serial data at 1.544 Mbps. This T-1/DS-1 type of loop provides the equivalent of 24 voice grade/DS0 channels.
- 1.45 "Losses" means any and all losses, costs (including court costs), claims, damages (including fines, penalties, and criminal or civil judgments and settlements), injuries, liabilities and expenses (including attorney fees).
- 1.46 "Main Distribution Frame" or "MDF" is the primary point at which outside plant facilities terminate within a wire center, for interconnection to other telecommunications facilities within the wire center.
- 1.47 "MECAB" refers to the *Multiple Exchange Carrier Access Billing (MECAB)* document prepared by the Billing Committee of the Ordering and Billing Forum (OBF), which functions under the auspices of the Carrier Liaison Committee (CLC) of the Alliance for Telecommunications Industry Solutions (ATIS). The MECAB document, published by Bellcore as Special Report SR-BDS-000983, contains the recommended guidelines for the billing of an access service provided by two or more LECs, or by one LEC in two or more states within a single LATA.

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- 1.48** "MECOD" refers to the *Multiple Exchange Carriers Ordering and Design (MECOD) Guidelines for Access Services - Industry Support Interface*, a document developed by the Ordering/Provisioning Committee under the auspices of the Ordering and Billing Forum (OBF), which functions under the auspices of the Carrier Liaison Committee (CLC) of the Alliance for Telecommunications Industry Solutions (ATIS). The MECOD document, published by Bellcore as Special Report SR STS-002643, establishes methods for processing orders for access service which is to be provided by two or more LECs.
- 1.49** "Meet-Point Billing" or "MPB" refers to the billing arrangement for the interconnection of facilities between two or more LECs for the routing of traffic to and from another interexchange carrier.
- 1.50** "Mid-Fiber Meet" is an interconnection architecture method whereby two carriers meet at a fiber splice in a junction box.
- 1.51** "Multiple Bill/Single Tariff" as defined by the industry's MECAB document, means the meet-point billing method where each LEC prepares and renders its own meet point bill in accordance with its own tariff for the portion of the jointly-provided Switched Access Service which the LEC provides. Sometimes erroneously referred to as "Multiple Bill/Multiple Tariff" method.
- 1.52** "Network Element" is As Defined in the Act.
- 1.53** "North American Numbering Plan" or "NANP" means the numbering plan used in the United States that also serves Canada, Bermuda, Puerto Rico and certain Caribbean Islands. The NANP format is a 10-digit number that consists of a 3-digit NPA code (commonly referred to as the area code), followed by a 3-digit NXX code and 4-digit line number.
- 1.54** "Numbering Plan Area" or "NPA" is also sometimes referred to as an area code. This is the three digit indicator which is defined by the "A", "B", and "C" digits of each 10-digit telephone number within the North American Numbering Plan ("NANP"). Each NPA contains 800 possible NXX Codes. There are two general categories of NPA, "Geographic NPAs" and "Non-Geographic NPAs". A "Geographic NPA" is associated with a defined geographic area, and all telephone numbers bearing such NPA are associated with services provided within that geographic area. A "Non-Geographic NPA", also known as a "Service Access Code" or "SAC Code" is typically associated with a

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specialized telecommunications service which may be provided across multiple geographic NPA areas; 800, 900, 700, and 888 are examples of Non-Geographic NPAs.

- 1.55 "NXX", "NXX Code", "Central Office Code" or "CO Code" is the three-digit switch entity indicator which is defined by the "D", "E", and "F" digits of a 10-digit telephone number within the North American Numbering Plan ("NANP"). Each NXX Code contains 10,000 station numbers. Historically, entire NXX code blocks have been assigned to specific individual local exchange end office switches.
- 1.56 "Party" means either Sprint or MFS, and "Parties" means Sprint and MFS.
- 1.57 "Permanent Number Portability" or "PNP" means the use of a database solution to provide fully transparent LTNP for all customers and all providers without limitation.
- 1.58 "Port Element" or "Port" is a component of an Exchange Service; for purposes of general illustration, the "Port" serves as the hardware termination for the customer's exchange service on that switch and generates dial tone and provides the customer a pathway into the public switched telecommunications network. Each Port is typically associated with one (or more) telephone number(s) which serves as the customer's network address.
- 1.59 "Rate Center" means the specific geographic point and corresponding geographic area which have been identified by a given LEC as being associated with a particular NPA-NXX code which has been assigned to the LEC for its provision of Exchange Services. The "rate center point" is the finite geographic point identified by a specific V&H coordinate, which is used to measure, for the purpose of billing to end users, distance-sensitive traffic to/from Exchange Services bearing the particular NPA-NXX designation associated with the specific Rate Center. The "rate center area" is the exclusive geographic area which the LEC has identified as the area within which it will provide Exchange Services bearing the particular NPA-NXX designation associated with the specific Rate Center. The Rate Center point must be located within the Rate Center area.

Until such time MFS receives specific permission from the Commission to vary its rate centers from Sprint's rate centers, MFS will agree to deploy a minimum of one NXX per established



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- Sprint rate center area. If MFS receives permission from the Commission to vary its rate centers from Sprint, MFS and Sprint will develop a toll default compensation mechanism that appropriately compensates each party for terminating the other party's calls when the jurisdictional call type can not be properly identified.
- 1.60 "Rating Point" or "Routing Point"** means a location which a LEC has designated on its own network as the homing (routing) point for traffic inbound to Exchange Services provided by the LEC which bear a certain NPA-NXX designation. The Rating Point is also used to calculate mileage measurements for the distance-sensitive transport element charges of Switched Access Services. Pursuant to Bellcore Practice BR 795-100-100, the Rating Point may be an "End Office" location, or a "LEC Consortium Point of Interconnection." Pursuant to that same Bellcore Practice, examples of the latter shall be designated by a common language location identifier (CLLI) code with (x)KD in positions 9, 10, 11, where (x) may be any SIWC numeric A-Z or 0-9. The Rating Point/Routing Point must be located within the LATA in which the corresponding NPA-NXX is located. However Rating Point/Routing Point associated with each NPA-NXX need not be the same as the corresponding Rate Center Point, nor must it be located within the corresponding Rate Center Area, nor must there be a unique and separate Rating Point corresponding to each unique and separate Rate Center.
- 1.60 "Reciprocal Compensation"** is As Described in the Act, and refers to the payment arrangements that recover costs incurred for the transport and termination of Telecommunications originating on one Party's network and terminating on the other Party's network.
- 1.61 "Service Control Point" or "SCP"** is the node in the common channel signaling network to which informational requests for service handling, such as routing, are directed and processed. The SCP is a real time database system that, based on a query from a Service Switching Point ("SSP"), performs subscriber or application-specific service logic and then sends instructions back to the SSP on how to continue call processing.
- 1.62 "Signaling End Point" or "SEP"** is a signaling point, other than an STP, which serves as a source or a repository for CCIS messages.



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- 1.63** "Signal Transfer Point" or "STP" performs a packet switching function that routes signaling messages among Service Switching Points ("SSP"), Service Control Points ("SCP"), Signaling Points ("SP"), and other STPs in order to set up calls and to query databases for advanced services.
- 1.64** "Switched Access Detail Usage Data" means a category 1101XX record as defined in the EMR Bellcore Practice BR 010-200-010.
- 1.65** "Switched Access Summary Usage Data" means a category 1150XX record as defined in the EMR Bellcore Practice BR 010-200-010.
- 1.66** "Switched Exchange Access Service" means the offering of transmission or switching services to Telecommunications Carriers for the purpose of the origination or termination of Telephone Toll Service. Switched Exchange Access Services include: Feature Group A, Feature Group B, Feature Group D, 800/888 access, and 900 access and their successors or similar Switched Exchange Access services.
- 1.67** "Synchronous Optical Network" or "SONET" is an optical interface standard that allows interworking of transmission products from multiple vendors (i.e. mid-span meets). The base rate is 51.84 Mbps (OC-1/STS-1) and higher rates are direct multiples of the base rate, up to 13.22 Gbps.
- 1.68** "Technically Feasible Point" is As Described in the Act.
- 1.69** "Telecommunications" is As Defined in the Act.
- 1.70** "Telecommunications Act" refers to the Telecommunications Act of 1996 and any rules and regulations promulgated thereunder.
- 1.71** "Telecommunications Carrier" is As Defined in the Act.
- 1.72** "Telecommunications Service" is As Defined in the Act.
- 1.73** "Telephone Exchange Service" is As Defined in the Act.
- 1.74** "Telephone Toll Service" is As Defined in the Act.
- 1.75** "Trunk Side" refers to a central office switch connection that is capable of, and has been programmed to treat the circuit as, connecting to another switching entity, for example a private

- branch exchange ("PBX") or another central office switch. Trunk side connections offer those transmission and signaling features appropriate for the connection of switching entities, and can not be used for the direct connection of ordinary telephone station sets.
- 1.76 "Unbundled Element Bona Fide Request" means the process described on Exhibit 14.0 that prescribes the terms and conditions relating to a Party's request that the other Party provide a unbundled Element or other service, function or product not otherwise provided by the terms of this Agreement.
- 1.77 "Wire Center" means a building or space within a building which serves as an aggregation point on a given carrier's network, where transmission facilities and circuits are connected or switched.

## **2.0 INTERPRETATION AND CONSTRUCTION**

All references to Sections and Exhibits shall be deemed to be references to Sections of, and Exhibits to, this Agreement unless the context shall otherwise require. The headings of the Sections and the terms defined in Exhibit 1.0 are inserted for convenience of reference only and are not intended to be a part of or to affect the meaning or interpretation of this Agreement. Unless the context shall otherwise require, any reference to any agreement, other instrument (including Sprint or other third party offerings, guides or practices), statute, regulation, rule or tariff is to such agreement, instrument, statute, regulation, rule or tariff as amended and supplemented from time to time (and, in the case of a statute, regulation, rule or tariff, to any successor provision).

## **3.0 IMPLEMENTATION SCHEDULE AND INTERCONNECTION ACTIVATION DATES**

Subject to the terms and conditions of this Agreement, Interconnection of the Parties' facilities and equipment pursuant to Section 4.0 for the transmission and routing of Telephone Exchange Service traffic and Exchange Access traffic shall be established on or before the corresponding "Interconnection Activation Date" shown for each such LATA on Exhibit 2.0. Exhibit 2.0 may be revised and supplemented from time to time upon the mutual agreement of the Parties to reflect the Interconnection of additional LATAs pursuant to Section 4.5 by attaching one or more supplementary schedules to such schedule.

**4.0 NETWORK INTERCONNECTION ARCHITECTURE PURSUANT TO SECTION 251(c)(2)**

**4.1 Scope**

Section 4.0 describes the physical architecture for Interconnection of the Parties' facilities and equipment for the transmission and routing of Telephone Exchange Service traffic and Exchange Access traffic pursuant to Section 251(c)(2) of the Act. Sections 5.0 and 6.0 prescribe the specific logical trunk groups (and traffic routing parameters) which will be configured over the physical connections described in this Section 4.0 related to the transmission and routing of Telephone Exchange Service traffic and Exchange Access traffic, respectively. Other trunk groups, as described in this Agreement, may be configured using this architecture.

**4.1.1** In each LATA identified below and in Exhibit 3.0 to this Agreement, the correspondingly identified Sprint and MFS wire centers shall serve as the MFS Interconnection Wire Center Point ("MIWC") and Sprint Interconnection Wire Center Point ("SIWC"), respectively, at which Sprint and MFS will initially interconnect their respective networks for inter-operability within that LATA.

**4.1.2** MFS shall interconnect to SIWC trunk circuits at Sprint pursuant to Sections 4.0, 5.0, 6.0, and 7.0 of this Agreement, respectively. MFS shall interconnect to the Sprint 911 tandem either via its own facilities or any certificated carriers' facilities. Sprint shall initially interconnect to logically and diversely routed MIWC trunk circuits from Sprint's SIWCs to MFS' MIWC, pursuant to Sections 4.0, 5.0, 6.0, and 7.0 of this Agreement. MFS shall interconnect to MPB trunk circuits at Sprint's SIWC identified in Exhibit 4.0, Section G. The agreed Interim Alternative Physical Architecture that will be used is described within this section and depicted in Exhibit 6.0.

**4.2 Physical Architecture**

In each LATA identified on Exhibit 7.0, MFS and Sprint shall jointly engineer and operate a single Synchronous Optical Network ("SONET") transmission system by which they shall



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interconnect their networks for the transmission and routing of Telephone Exchange Service traffic and Exchange Access traffic pursuant to Section 251(c)(2) of the Act. Unless otherwise mutually agreed, this SONET transmission system shall be configured as illustrated in Exhibit 7.0 and engineered, installed, and maintained as described in this Section 4.0 and in the Joint Grooming Plan (as defined in Section 8.0).

**4.2.1** The Parties shall jointly determine and agree upon the specific Optical Line Terminating Multiplexor ("OLTM") equipment to be utilized at each end of the SONET transmission system. If the Parties cannot agree on the OLTM, the following decision criteria shall apply to the selection of the OLTM:

- a) First, the type of OLTM equipment utilized by both Parties within the LATA. Where more than one type of OLTM equipment is used in common by the Parties within the LATA, the Parties shall choose from among the common types of OLTM equipment according to the method described in subsection c) below;
- b) Second, the type of OLTM equipment utilized by both Parties anywhere outside the LATA. Where more than one type of OLTM equipment is used in common by the Parties outside the LATA, the Parties shall choose from among the common types of OLTM equipment according to the method described in subsection c) below; and
- c) Third, the Party first selecting the OLTM equipment shall be determined by lot and the choice to select such OLTM equipment shall thereafter alternate between the Parties.

**4.2.2** Sprint shall, wholly at its own expense, procure, install and maintain the agreed upon OLTM equipment in the Sprint Interconnection Wire Center ("SIWC") identified for each LATA set forth in "Exhibit 3.0" in capacity sufficient to provision and maintain all logical trunk groups prescribed by Sections 5.0, 6.0, and 7.0.

**4.2.3** MFS shall, wholly at its own expense, procure, install and maintain the agreed upon OLTM equipment in the



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MFS Interconnection Wire Center ("MIWC") identified for that LATA in "Exhibit 3.0" in capacity sufficient to provision and maintain all logical trunk groups prescribed by Sections 5.0, 6.0, and 7.0.

- 4.2.4** Sprint shall designate a manhole or other suitable entry-way immediately outside the SIWC as a Fiber-Meet entry point, and shall make all necessary preparations to receive, and to allow and enable MFS to deliver, fiber optic facilities into that manhole with sufficient spare length to reach the OLT equipment in the SIWC. MFS shall deliver and maintain such strands wholly at its own expense.
- 4.2.5** MFS shall designate a manhole or other suitable entry-way immediately outside the MIWC as a Fiber-Meet entry point, and shall make all necessary preparations to receive, and to allow and enable Sprint to deliver, fiber optic facilities into that manhole with sufficient spare length to reach the OLT equipment in the MIWC. Sprint shall deliver and maintain such strands wholly at its own expense.
- 4.2.6** MFS shall pull the fiber optic strands from the MFS-designated manhole/entry-way into the MIWC and through appropriate internal conduits MFS utilizes for fiber optic facilities and shall connect the Sprint strands to the OLT equipment MFS has installed in the MIWC.
- 4.2.7** Sprint shall pull the fiber optic strands from the Sprint-designated manhole/entry-way into the SIWC and through appropriate internal conduits Sprint utilizes for fiber optic facilities and shall connect the MFS strands to the OLT equipment Sprint has installed in the SIWC.
- 4.2.8** Each Party shall use its best efforts to ensure that fiber received from the other Party will enter the Party's Wire Center through a point separate from that which the Party's own fiber exited.
- 4.2.9** The Parties shall jointly coordinate and undertake maintenance of the SONET transmission system. Each Party shall be responsible for maintaining the

components of the SONET transmission system as illustrated on Exhibit 7.0.

**4.3 Interim Alternative Physical Architecture**

- 4.3.1** Either Party may unilaterally elect, by providing notice to the other Party not less than seventy-five (75) days in advance of an applicable Interconnection Activation Date, to interconnect on or before such Interconnection Activation Date via an electrical DS3 (or multiples hereof) interface instead of the SONET transmission system for an interim period (the "Interim Period") not to exceed one-hundred and eighty (180) days after the Interconnection Activation Date.
- 4.3.2** The Party which did not elect such alternative architecture shall have the option of specifying that such alternative architecture shall occur over a Collocation at either Party's premises in accordance with Section 12.0 or any other arrangement to which the Parties may agree.
- 4.3.3** During any Interim Period, specific logical trunk groups (and traffic routing parameters) will be configured over the alternate physical architecture for transmission and routing of Telephone Exchange Service traffic and for transmission and routing of Exchange Access traffic pursuant to Sections 5.0 and 6.0, respectively.
- 4.3.4** During any Interim Period, neither Party shall charge the other Party for Collocation Cross Connection for trunk groups delivered via Collocation.
- 4.3.5** Unless otherwise mutually agreed, the Parties shall transition to a SONET transmission system for the applicable LATA pursuant to Section 4.2 no later than the last day of the Interim Period.

**4.4 Technical Specifications**

- 4.4.1** MFS and Sprint shall work cooperatively to install and maintain a reliable network. MFS and Sprint shall exchange appropriate information (e.g., maintenance contact numbers, network information, information required to comply with law enforcement and other

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security agencies of the Government and such other information as the Parties shall mutually agree) to achieve this desired reliability.

- 4.4.2** MFS and Sprint shall work cooperatively to apply sound network management principles by invoking network management controls to alleviate or to prevent congestion.

**4.5 Interconnection In Additional LATAs**

- 4.5.1** If MFS determines to offer Telephone Exchange Services in any other LATA in which Sprint also offers Telephone Exchange Services, MFS shall provide written notice to Sprint of the need to establish Interconnection in such LATA pursuant to this Agreement.

- 4.5.2** The notice provided in Section 4.5.1 shall include (i) the initial Routing Point MFS has designated in the new LATA; (ii) MFS' requested Interconnection Activation Date; and (iii) a non-binding forecast of MFS' trunking requirements.

- 4.5.3** Unless otherwise agreed by the Parties, the Parties shall designate the Wire Center MFS has identified as its initial Routing Point in the LATA as the MIWC in that LATA and shall designate the Sprint Tandem Office Wire Center within the LATA nearest to the MIWC (as measured in airline miles utilizing the V&H coordinates method) as the SIWC in that LATA.

- 4.5.4** Unless otherwise agreed by the Parties, the Interconnection Activation Date in each new LATA shall be the earlier of (i) the date mutually agreed by the Parties and (ii) the date that is one-hundred fifty (150) days after the date on which MFS delivered notice to Sprint pursuant to Section 4.5.1. Within ten (10) business days of Sprint's receipt of MFS' notice, Sprint and MFS shall confirm the SIWC, the MIWC and the Interconnection Activation Date for the new LATA by attaching a supplementary schedule to Exhibits 2.0 and 3.0.



**5.0 TRANSMISSION AND ROUTING OF TELEPHONE EXCHANGE SERVICE TRAFFIC PURSUANT TO SECTION 251(c)(2)**

**5.1 Scope**

Section 5.0 prescribes parameters for trunk groups (the "Local/IntraLATA Trunks") to be effected over the interconnections specified in Section 4.0 for the transmission and routing of Local Traffic and IntraLATA Toll Traffic between the Parties' respective Telephone Exchange Service Customers and where such traffic is not presubscribed for carriage by a third-party carrier.

**5.2 Trunk Connectivity**

The Parties shall reciprocally terminate Local/intraLATA Traffic, BLV/BLVI Traffic, and Information Services Traffic originating on each other's networks. The Parties shall jointly engineer and configure Local/IntraLATA Trunks over the physical interconnection arrangements as follows:

- 5.2.1** Sprint shall make available to MFS at the SIWC, trunk connections over which MFS may terminate traffic as described herein. These trunk connections shall be subsequently referred to as "SIWC trunks."
- 5.2.2** MFS shall make available to Sprint at the MIWC, trunk connections over which Sprint may terminate traffic as described herein. These trunk connections shall be subsequently referred to as "MIWC trunks".
- 5.2.3** SIWC and MIWC trunk connections shall be made at a DS-1 or multiple DS-1 level, or DS-3 level, including SONET, and shall be engineered to an objective P.01 grade of service. The ordering of the trunks associated with these trunking arrangements will be via industry accepted format/specifications.
- 5.2.4** Initial SIWC trunks will be configured in a manner as depicted in Exhibit 6.0. MFS shall deliver all end user to end user local and intraLATA traffic within the LATA to each Sprint SIWC identified in Exhibit 3.0. Pursuant to the Joint Interconnection Grooming Plan prescribed in Section 8.0 below, appropriate numbers of SIWC trunks shall be separated into segregated



SIWC trunk groups. Each segregated SIWC trunk group shall be configured as a direct trunk group connection from a specific end office or tandem switch in MFS' network, to a specific end office or tandem switch in Sprint's network. When segregated trunk groups are established under the Joint Grooming Plan, then pursuant to MFS' sole preference, Sprint will make available, and MFS will interconnect to each subsequently segregated SIWC trunk group at: (1) the SIWC; (2) the wire center housing the Sprint switch to which the segregated SIWC trunk group is terminated; or (3) any Sprint wire center which is designated as a serving wire center for access purposes, where the distance between such wire center and the wire center housing the Sprint switch to which the segregated SIWC trunk group is terminated, is no greater than the distance between the SIWC and the wire center housing the Sprint switch to which the segregated SIWC trunk group is terminated. Where MFS interconnects to SIWC trunk groups at points other than the SIWC, interconnection shall occur under same terms as specified for interconnection at the SIWC in Section 4.0 of this Agreement. The initial network interconnection to be implemented is depicted and more fully described in the attached Exhibit 6.0.

- 5.2.5** Initial MIWC trunks will be configured in a manner as depicted in Exhibit 6.0. Sprint shall deliver all end user to end user local and intraLATA traffic within the LATA to each MFS MIWC identified in Exhibit 3.0. Pursuant to the Joint Grooming Plan prescribed in Section 8.0 below, appropriate numbers of MIWC trunks shall be separated into segregated MIWC trunk groups. Each segregated MIWC trunk group shall be configured as a direct trunk group connection from a specific end office or tandem switch in Sprint's network, to a specific end office or tandem switch in MFS' network. When segregated trunk groups are established under the Joint Grooming Plan, then pursuant to Sprint's sole preference, MFS will make available, and Sprint will interconnect to each subsequently segregated MIWC trunk group at: (1) the MIWC; (2) the wire center housing the MFS switch to which the segregated MIWC trunk group is terminated; or (3) any MFS wire center which is

designated as a serving wire center for access purposes, where the distance between such wire center and the wire center housing the MFS switch to which the segregated MIWC trunk group is terminated, is no greater than the distance between the MIWC and the wire center housing the MFS switch to which the segregated MIWC trunk group is terminated. Where Sprint interconnects to MIWC trunk groups at points other than the MIWC, interconnection shall occur under the same terms as specified for interconnection at the MIWC in Section 4.0 of this Agreement. The initial network interconnection to be implemented is depicted and more fully described in the attached Exhibit 6.0.

**5.3 Trunk Group Architecture and Traffic Routing**

The Parties shall jointly engineer and configure Local/IntraLATA Trunks over the physical Interconnection arrangements. The Parties shall initially configure a separate two-way trunk group as a direct transmission path between each MFS MIWC and each Sprint SIWC.

**5.4 Interim Use of 1-Way Trunks**

Either Party may unilaterally elect, by providing notice to the other Party not less than seventy-five (75) days in advance of an applicable Interconnection Activation Date, to employ 1-way trunk groups for an interim period (the "1-Way Trunk Period") not to exceed one hundred and twenty (120) days after the Interconnection Activation Date; provided that the Parties transition all 1-way trunks established under this Section 5 to 2-way trunks on or before the last day of such 1-Way Trunk Period.

**5.5 Signaling**

**5.5.1** The Parties will provide Common Channel Signaling (CCS) to one another, where and as available, in conjunction with all SIWC and MIWC trunk groups. LECs will cooperate on the exchange of Transactional Capabilities Application Part (TCAP) messages to facilitate full inter-operability of CCS-based features between their respective networks, including all CLASS features and functions, to the extent each

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carrier offers such features and functions to its own end users. All CCS signaling parameters will be provided, including calling party number (CPN), originating line information (OLI) calling party category, charge number, etc. All privacy indicators will be honored. Network signaling information such as Carrier Identification Parameter (CCS platform) and CIC/OZZ information (non-CCS environment) will be provided wherever such information is needed for call routing or billing. For traffic for which CCS is not available, in-band multi-frequency (MF), wink start, E&M channel-associated signaling with ANI will be forwarded. In addition, the Parties shall also establish special SIWC and MIWC trunk groups as needed to allow for ISDN inter-operability utilizing the B8ZS ESF protocol for 64 Kbps clear channel transmission.

- 5.5.2** The Parties shall establish company-wide CCS interconnections STP-to-STP. Such interconnections shall be made at the MIWC and SIWC, and other points, as necessary and as jointly agreed to by the parties. During the term of this Agreement neither party shall charge the other Party additional usage-sensitive rates for SS7 queries made for Local Traffic.

**5.6 Grades of Service**

The Parties shall initially engineer and shall jointly monitor and enhance all trunk groups consistent with the Joint Grooming Plan.

**5.7 Measurement and Billing**

- 5.7.1** For billing purposes, each Party shall pass Calling Party Number (CPN) information on each call carried over the Local/IntraLATA Trunks. All calls exchanged without CPN information shall be billed as either Local Traffic or IntraLATA Toll Traffic (switched access) in direct proportion to the minutes of use of calls exchanged with CPN information (including INP ported calls).
- 5.7.2** Measurement of billing minutes of use for traffic exchanged pursuant to this Section 5.0 shall be in actual conversation seconds. The total conversation



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seconds per chargeable traffic type over each individual trunk group will be totaled for the entire monthly bill-round and then rounded to the next whole minute.

**5.7.3** FGD charges for intraLATA traffic carried together with Local Traffic over a combined trunk group shall be calculated as follows:

- a) FGD charges for intraLATA traffic shall be applied as if the SIWC is the serving wire center for the FGD service.
- b) IntraLATA traffic which would otherwise be subject to originating FGD charges will be rated and billed according to procedures which otherwise apply for the rating and billing of originating FGD traffic.
- c) IntraLATA traffic which would otherwise be subject to terminating FGD charges will be rated and billed according to the procedures which otherwise apply for the rating and billing of terminating FGD traffic, with the following modifications:
  - (1) The calculation, reporting and application of the terminating percentage interstate usage (PIU) will be performed as it is defined in each parties access tariffs (the sum of the interstate percentage and the intrastate percentage should equal 100%).
  - (2) The percentage of local usage (PLU) factor should be calculated by dividing the Local Traffic by the total Local Traffic and intraLATA intrastate traffic (the sum of the Local Traffic percentage and the intraLATA intrastate percentage should equal 100%). The Local Traffic percentage will be applied to the terminating intrastate traffic to determine the terminating Local Traffic usage.



- (3) The reporting of the PLU factor should follow the same guidelines as defined for PIUs.

**5.8 Reciprocal Compensation Arrangements**

The Parties shall compensate one another for the provision of traffic exchange arrangements pursuant to this Section 5.0, only as set forth herein.

- 5.8.1** Reciprocal Compensation applies for transport and termination of Local Traffic (including EAS and EAS-like traffic) billable by Sprint or MFS which a Telephone Exchange Service Customer originates on Sprint's or MFS' network for termination on the other Party's network.
- 5.8.2** The Parties shall compensate each other for transport and termination of Local Traffic at a single indential, reciprocal, and equal rate, billed in actual conversation seconds, provided in Exhibit 8.0.
- 5.8.3** The Reciprocal Compensation arrangements set forth in this Agreement are not applicable to Switched Exchange Access Service. All Switched Exchange Access Service and all IntraLATA Toll Traffic shall continue to be governed by the terms and conditions of the applicable federal and state tariffs.
- 5.8.4** Each Party shall charge the other Party its effective tariffed intraLATA FGD switched access rates for the transport and termination of all IntraLATA Toll Traffic.
- 5.8.5** Compensation for transport and termination of all traffic which has been subject to performance of INP by one Party for the other Party pursuant to Section 13.0 shall be compensated per the following:
- a) Compensation for INP calls between MFS and Sprint for all traffic, including forwarded interexchange carrier calls, will be compensated at reciprocal compensation charges (Section 5.8.2) and Switched Access charges (pursuant to each carrier's respective access tariffs, Sections 5.8.3 and 5.8.4), for local, including

EAS traffic, intraLATA switched access, interLATA interstate and intrastate traffic, respectively, shall be compensated as if the caller had directly dialed the new telephone number.

- b) In INP arrangements, in order to effect this pass-through of reciprocal compensation and Switched Access charges to which each carrier would otherwise have been entitled if the ported traffic had been directly dialed to the new number, each carrier will be required to classify and include ported traffic in its quarterly percentage of use reports as subscriber, intrastate intraLATA, intrastate interLATA, or interstate interLATA. The quarterly filed percentage of use reports will be applied on a monthly basis against the total minutes billed for the month to approximate INP billed revenues.

**6.0 TRANSMISSION AND ROUTING OF EXCHANGE ACCESS TRAFFIC  
PURSUANT TO 251(c)(2).**

**6.1 Scope**

Section 6.0 prescribes parameters for certain trunk groups ("Access Toll Connecting Trunks") to be established over the interconnections specified in Section 4.0 for the transmission and routing of Exchange Access traffic between MFS Telephone Exchange Service Customers and Interexchange Carriers.

**6.2 Trunk Group Architecture and Traffic Routing**

**6.2.1** The Parties shall jointly establish Access Toll connecting Trunks by which they will jointly provide tandem-transported Switched Exchange Access Services to Interexchange Carriers to enable such Interexchange Carriers to originate and terminate traffic from/to MFS' Customers.

**6.2.2** Access Toll Connecting Trunks shall be used solely for the transmission and routing of Exchange Access to allow MFS' Customers to connect to or be connected to the interexchange trunks of any Interexchange Carrier which is connected to an Sprint Access Tandem.

**6.2.3** The Access Toll Connecting Trunks shall be two-way trunks connecting an End Office Switch MFS utilizes to provide Telephone Exchange Service and Switched Exchange Access in a given LATA to an Access Tandem Switch Sprint utilizes to provide Exchange Access in such LATA.

**6.2.4** The Parties shall jointly determine which Sprint access Tandem(s) will be sub-tended by each MFS End Office Switch. Except as otherwise agreed by the Parties, Sprint shall allow each MFS End Office Switch to sub-tend the access Tandem nearest to the Routing Point associated with the NXX codes assigned to that End Office Switch and shall not require that a single MFS End Office Switch sub-tend multiple access Tandems, even in those cases where such End Office Switch serves multiple Rate Centers.

**6.3 Meet-Point Billing Arrangements**



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Meet-Point Billing arrangements between the Parties for jointly provided Switched Exchange Access Services on Access Toll Connecting Trunks will be governed by the terms and conditions of the Agreement For Switched Access Meet Point Billing and shall be billed at each Party's applicable switched access rates.

- 6.3.1** MFS and Sprint will establish meet-point billing ("MPB") arrangements in order to provide a common transport option to Switched Access Services customers<sup>1</sup> via an Sprint access tandem switch, in accordance with the Meet-Point Billing guidelines adopted by and contained in the Ordering and Billing Forum's MECAB and MECOD documents, except as modified herein, and in Exhibit 4.0 and Exhibit 5.0. The arrangements described in this Section 6.0 and in Exhibits 4.0 and 5.0 are intended to be used to provide Switched Access Service that originates and/or terminates on an MFS-provided Exchange Service where the transport component of the Switched Access Service is routed through an Sprint-provided tandem switch.
- 6.3.2** In each LATA identified in Exhibit 3.0 to this Agreement, the Parties shall establish MPB arrangements between the correspondingly identified Rating Point/Access Tandem pairs.
- 6.3.3** Interconnection for the MPB arrangement shall occur at the Sprint SIWC, identified in Exhibit 4.0, Section G, unless otherwise agreed to by the Parties.
- 6.3.4** Common channel signaling ("CCS") shall be utilized in conjunction with meet-point billing arrangements to the extent such signaling is resident in the Sprint access tandem switch.
- 6.3.5** MFS and Sprint will use their best reasonable efforts, individually and collectively, to maintain provisions within the National Exchange Carrier Association ("NECA") Tariff No. 4, or any successor tariff, sufficient to reflect the MPB arrangements between the parties, including Exhibit 5.0.

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<sup>1</sup> Including any future Sprint separate interexchange subsidiaries.



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- 6.3.6** Each party shall implement the "Multiple Bill/Single Tariff" option in order to bill an IXC for the portion of the jointly provided telecommunications service provided by that Party. For all traffic carried over the MPB arrangement, each party shall only bill the rate elements identified for it in Exhibit 5.0. For transport elements subject to billing percentages, each Party shall utilize the billing percentages as filed in NECA Tariff No. 4, or any successor tariff. The MPB percentages for each route shall be calculated according to one of the three methods identified in the MECAB document, and the parties agree to work cooperatively to establish percentages as necessary. The actual rate values for each element shall be the rates contained in that Party's own effective Federal and State access tariffs. The Parties shall utilize a monthly billing period for meet-point billing.
- 6.3.7** Sprint shall provide to MFS the billing name, billing address, and CIC of the IXCs in order to comply with the MPB Notification process as outlined in the MECAB document and pursuant to OBF guidelines.
- 6.3.8** Access usage data will be exchanged between the parties in a manner acceptable to both parties. If access usage data is not processed and delivered by either Party as agreed and in turn such other Party is unable to bill the IXC, the delivering Party will be held liable for the amount of lost billing.
- 6.3.9** The parties agree that further discussion is required regarding a "Single Bill" option for the delivery of a single consolidated billing statement each month.
- 6.3.10** In the event errors are discovered by MFS, the IXC or Sprint, both Sprint and MFS agree to provide the other Party with notification of any discovered errors within two (2) business days of the discovery. In the event of a loss of data, both Parties shall cooperate to reconstruct the lost data and if such reconstruction is not possible, shall accept a reasonable estimate of the lost data based upon three (3) to twelve (12) months of prior usage data. Errors that are discovered by the IXC or billing disputes that originate from the IXC will

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be handled by the parties in accordance with the MECAB document.

- 6.3.11** Either Party may request a review or audit of the various components of access recording. Such review or audit shall be conducted subject to confidentiality protection.
- 6.3.12** The Parties shall not charge one another for the services rendered or information provided pursuant to this Section 6.0 of this Agreement.
- 6.3.13** MPB will apply for all traffic bearing the 800, 888, or any other non-geographic NPA which may be likewise designated for such traffic in the future, where the responsible party is an IXC. In those situations where the responsible party for such traffic is a LEC, full switched access rates will apply.

**7.0 TRANSPORT AND TERMINATION OF OTHER TYPES OF TRAFFIC**

**7.1 Information Services Traffic**

- 7.1.1** Each Party shall route Information Service Traffic which originates on its own network to the appropriate information services platform(s) connected to the other Party's network over the Local/IntraLATA Trunks.
- 7.1.2** The Party ("Originating Party") on whose network the Information Services Traffic originated shall provide an electronic file transfer or monthly magnetic tape containing recorded call detail information to the Party ("Terminating Party") to whose information platform the Information Services Traffic terminated.
- 7.1.3** The Terminating Party shall provide to the Originating Party via Electronic file transfer or magnetic tape all necessary information to rate the Information Services Traffic to the Originating Party's Customers pursuant to the Terminating Party's agreements with each information provider.
- 7.1.4** The Originating Party shall bill and collect such information provider charges and remit the amounts collected to the Terminating Party less:

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- a) The Information Services Billing and Collection fee set forth in Exhibit 9.0; and
- b) An uncollectibles reserve calculated based on the uncollectibles reserve in the Terminating Party's billing and collection agreement with the applicable information provider; and
- c) Customer adjustments provided by the Originating Party.

The Originating Party shall provide to the Terminating Party sufficient information regarding uncollectibles and Customer adjustments.

The Terminating Party shall pass through the adjustments to the information provider. However, if the information provider disputes such adjustments and refuses to accept such adjustments, the Originating Party shall reimburse the Terminating Party for all such disputed adjustments. Final resolution regarding all disputed adjustments shall be solely between the Originating Party and the information provider.

- 7.1.5 Nothing in this Agreement shall restrict either Party from offering to its Exchange Service Customers the ability to block the completion of Information Service Traffic.

**7.2 BLV/BLVI Traffic**

For BLV/BLVI Traffic, each Party's operator bureau shall accept BLV/BLVI inquiries from the operator bureau of the other Party, in order to allow transparent provision of Busy Line Verification ("BLV") and Busy Line Verification and Interrupt ("BLVI") services between their networks. MFS shall route BLV and BLVI inquiries to Sprint's operator bureau over the appropriate SIWC trunks within the LATA. Sprint shall route BLV and BLVI inquiries to MFS' operator bureau over the appropriate MIWC trunks within the LATA. Each Party shall compensate the other Party for BLV and BLVI inquiries according to the effective Sprint rates identified and attached in Exhibit 10.0, and will be reflect future tariff changes.



**7.3 Transit Function**

- 7.3.1** Sprint agrees that it shall provide Transit Function to MFS on the terms and conditions set forth in this Section 7.3.
- 7.3.2** "Transit Function" means the delivery of certain traffic between MFS and a third party LEC by Sprint over the Local/IntraLATA Trunks. The following traffic types will be delivered: (i) Local Traffic originated from MFS to such third party LEC and (ii) IntraLATA Toll Traffic originated from such third party LEC and terminated to MFS.
- 7.3.3** While the Parties agree that it is the responsibility of each third party LEC to enter into arrangements to deliver Local Traffic to MFS, they acknowledge that such arrangements are not currently in place and an interim arrangement is necessary to ensure traffic completion. Nothing in this provision shall prohibit either Party from establishing other financial arrangements for this transit traffic with the other LECs from/to whose network such traffic ultimately originates or terminates. It is acknowledged by both parties that the terminating carrier should receive compensation with either the intermediary carrier providing a billing clearinghouse function for these calls or the originating and terminating carrier compensating each other directly.
- 7.3.4** Sprint expects that all networks involved in transit traffic will deliver each call to each involved network with CCIS and the appropriate Transactional Capabilities Application Part ("TCAP") message to facilitate full interoperability and billing functions. In all cases, MFS is responsible to follow the Exchange Message Record ("EMR") standard and exchange records with both Sprint and the terminating LEC to facilitate the billing process to the originating network.
- 7.3.5** For purposes of this Section 7.3, Sprint agrees that it shall make available to MFS, at MFS' sole option, any transiting arrangement Sprint offers to another LEC at the same rates, terms and conditions provided to such other LEC.



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**7.3.6** Where MFS routes Local Traffic, BLV/BLVI Traffic, or Information Services Traffic to other LECs via the SIWC trunks (or a subsequently consolidated two-way trunk group pursuant to the Joint Grooming Plan prescribed in Section 8.0), MFS shall pay Sprint only a single per minute of use charge, billed in actual conversation seconds, as identified in Exhibit 11.0.

Where Sprint routes Local Traffic, BLV/BLVI Traffic, or Information Services Traffic originated from another to MFS via the MIWC trunks (or a subsequently consolidated two-way trunk group pursuant to the Joint Grooming Plan prescribed in Section 8.0), neither party shall apply a transiting charge to the other.

**8.0 JOINT GROOMING PLAN AND INSTALLATION, MAINTENANCE, TESTING AND REPAIR**

**8.1 Joint Grooming Plan**

On or before December 1, 1996, MFS and Sprint will jointly develop and agree on a Joint Interconnection Grooming Plan which shall define and detail, inter alia, prescribing standards to ensure that SIWC and MIWC trunk groups experience a consistent P.01 or better grade of service, and other appropriate, relevant industry-accepted quality, reliability and availability standards. Such plan shall also include mutually-agreed upon default standards for the configuration of segregated SIWC trunk groups and segregated MIWC trunk groups. Such plan shall also include mutually agreed upon default standards for the efficient, timely and secure conversion of a pair of SIWC and MIWC trunk groups between the same two switching entities into a single, consolidated trunk group for the two-way transmission of traffic between those switching entities. In addition, the plan shall also include standards and procedures for notification of trunk disconnections and discoveries of trunk disconnections. The plan shall include definitive parameters which define under what circumstances the parties may transition all trunk groups to two-way trunk groups. The Parties will use their best collective good faith efforts to complete and agree on such plan within 90 days following execution of this Agreement. Furthermore, the plan should include maintenance of the SONET transmission system, disaster recovery provisions on escalations, and such other matters as the Parties may agree.

**8.2 Installation, Maintenance, Testing, and Repair**

Unless otherwise identified within the Agreement or mutually agreed, Sprint's standard intervals for Feature Group D Exchange Access Services will be used for interconnection. MFS shall meet the same intervals for comparable installations, maintenance, joint testing, and repair of its facilities and services associated with or used in conjunction with Interconnection or shall notify Sprint of its inability to do so and will negotiate such intervals in good faith.

**9.0 UNBUNDLED ACCESS -- SECTIONS 251(c)(3) and 271**

**9.1 Local Loop Transmission Types**

Subject to Section 9.4, Sprint shall allow MFS to access the following Loop types (in addition to those Loops available under applicable tariffs) unbundled from local switching and local transport in accordance with the terms and conditions set forth in this Section 9.1 (loop start and ground start functionality shall be made available):

- 9.1.1** "2-Wire Analog Voice Grade Loops" or "Analog 2W" which support analog transmission of 300-3000 Hz, repeat loop start, loop reverse battery, or ground start seizure and disconnect in one direction (toward the End Office Switch), and repeat ringing in the other direction (toward the Customer). Analog 2W include Loops sufficient for the provision of PBX trunks, pay telephone lines and electronic key system lines.
- 9.1.2** "4-Wire Analog Voice Grade Loops" or "Analog 4W" which support transmission of voice grade signals using separate transmit and receive paths and terminate in a 4-wire electrical interface.
- 9.1.3** "2-Wire ISDN Digital Grade Links" or "BRI ISDN" which support digital transmission of two 64 Kbps bearer channels and one 16 Kbps data channel. BRI ISDN is a 2B+D Basic Rate Interface-Integrated Services Digital Network (BRI-ISDN) Loop which will meet national ISDN standards.
- 9.1.4** "2-Wire ADSL-Compatible Loop" or "ADSL 2W" is a transmission path which facilitates the transmission of

up to a 6 Mbps digital signal downstream (toward the Customer) and up to a 640 Kbps digital signal upstream (away from the Customer) while simultaneously carrying an analog voice signal. An ADSL-2W is provided over a 2-Wire non-loaded twisted copper pair provisioned using revised resistance design guidelines and meeting ANSI Standard T1.413-1995-007R2. An ADSL-2W terminates in a 2-wire electrical interface at the Customer premises and at the Sprint Central Office frame. ADSL technology can only be deployed over Loops which extend less than 18 Kft. from Sprint's Central Office. ADSL compatible Loops are only available where existing copper facilities can meet the ANSI T1.413-1995-007R2 specifications.

**9.1.5** "2-Wire HDSL-Compatible Loop" or "HDSL 2W" is a transmission path which facilitates the transmission of a 768 Kbps digital signal over a 2-Wire non-loaded twisted copper pair meeting the specifications in ANSI T1E1 Committee Technical Report Number 28. HDSL compatible Loops are available only where existing copper facilities can meet the T1E1 Technical Report Number 28 specifications.

**9.1.6** "4-Wire HDSL-Compatible Loop" or "HDSL 4W" is a transmission path which facilitates the transmission of a .544 Mbps digital signal over two 2-Wire non-loaded twisted copper pairs meeting the specifications in ANSI T1E1 Committee Technical Report Number 28. HDSL compatible Loops are available only where existing copper facilities can meet the specifications.

**9.1.7** Loops will be offered hereunder on the terms and conditions specified herein and on such other terms in applicable tariffs that are not inconsistent with the terms and conditions set forth herein and, at the rates set forth in Exhibit 12.0.

## **9.2 Port Types**

Sprint shall make available to MFS unbundled Ports in accordance with the terms and conditions of and at the rates specified in applicable state tariffs.



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**9.3 Private Lines and Special Access**

Sprint shall make available to MFS private lines and special access services in accordance with the terms and conditions of and at the rates specified in applicable tariffs.

**9.4 Limitations on Unbundled Access**

**9.4.1** MFS may not cross-connect a Sprint-provided Loop to a Sprint-provided Port but instead shall purchase a network access line under applicable tariffs.

**9.4.2** Sprint shall only be required to make available Loops and Ports where such Loops and Ports are available.

**9.4.3** MFS shall access Sprint's unbundled Network Elements via Collocation in accordance with Section 12 at the Sprint Wire Center where those elements exist and each Loop or Port shall be delivered to MFS' Collocation by means of a Cross Connection which in the case of Loops, is included in the rates set forth in Exhibit 12.0.

**9.4.4** If MFS orders a Loop type and the distance requested on such Loop exceeds the transmission characteristics as referenced in the corresponding Technical Reference specified below, distance extensions may be required and additional rates and charges shall apply and will be developed based upon costs consistent with future FCC rules for the pricing of unbundled network elements.

Loop Type	Technical Reference/Limitation
Electronic Key Line	2.5 miles
ISDN	Belcore TA-NWT-000393
HDSL 2W	T1E1 Technical Report Number 28
HDSL 4W	T1E1 Technical Report Number 28
ADSL 2W	ANSI T1.413-1995 Specification



**9.5 Provisioning of Unbundled Loops**

The following coordination procedures shall apply for conversions of "live" Exchange Services to unbundled elements:

- 9.5.1** On each unbundled element order in a wire center, MFS and Sprint will agree on a cut-over time at least 48 hours before that cutover time. The cutover time will be defined as a 30 minute window within which both the MFS and Sprint personnel will make telephone contact to complete the cutover.
- 9.5.2** Within the appointed 30 minute cutover time, the MFS person will call the Sprint person designated to perform cross-connection work and when the Sprint person is reached in that interval such work will be promptly performed.
- 9.5.3** If the MFS person fails to call or is not ready within the appointed interval and if MFS had not called to reschedule the work at least 2 hours prior to the start of the interval, Sprint and MFS will reschedule the work order and MFS will pay the non-recurring charge for the unbundled elements scheduled for the missed appointment. In addition, non-recurring charges for the rescheduled appointment will apply.
- 9.5.4** If the Sprint person is not available or not ready at any time during the 30 minute interval, MFS and Sprint will reschedule and Sprint will waive the non-recurring charge for the unbundled elements scheduled for that interval.
- 9.5.5** The standard time expected from disconnection of a live Exchange Service to the connection of the unbundled element to the MFS Collocation arrangement is 5 minutes. If Sprint causes an Exchange Service to be out of service due solely to its failure for more than 15 minutes, Sprint will waive the non-recurring charge for that unbundled element.
- 9.5.6** If MFS has ordered INP as part of an unbundled Loop installation, Sprint will coordinate implementation of INP with the Loop installation in a time period

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acceptable to the customer, but not less than the thirty (30) minute installation interval.

- 9.5.7** The parties will work cooperatively to define additional, more detailed parameters and processes as required to facilitate the coordination procedures defined in this Section 9.0.

**9.6 Pricing Provisions**

- 9.6.1** Urban, Suburban, and Rural Geographic Zone Pricing shall apply for Unbundled Loops. Unless otherwise mutually agreed, rates for Urban, Suburban, and Rural areas will be defined by utilizing the most recent, publicly available, U.S. Government Census report. Urban areas will be defined as area where end users are located within or served by Sprint wire centers contained within the largest populated municipality within a given Metropolitan Statistical Area (MSA). The suburban area will be defined as area where end users are located within or served by Sprint wire centers contained within the remaining municipalities (or area for non-incorporated portions) within the MSA. Rural areas will be defined as area where end users are located within or served by Sprint wire centers contained within the remaining areas of the state that are not within an MSA of the state. Urban, Suburban, and Rural areas are defined in an attachment to this agreement identified as Exhibit 13.0.

Rates for Unbundled Loops are contained in Exhibit 2.0. The rates include cross-connection between the Sprint MDF and MFS' collocated equipment and no additional fees are applicable, including but not limited to End User Common Line (EUCL) and Carrier Common Line (CCL).

**9.7 Request for Further Unbundled Access Elements**

- 9.7.1** Sprint shall, upon request of MFS, and to the extent technically feasible, provide to MFS access to its unbundled elements for the provision of MFS' communications service. Any request by MFS for access to an Sprint unbundled element that is not

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already available shall be treated as a unbundled element Bona Fide Request. MFS shall provide Sprint access to its unbundled elements as mutually agreed by the Parties or as required by the Commission or FCC. The parties shall adhere to the process as agreed and described in Exhibit 14.0.

**9.72** An Unbundled Element obtained by one Party from the other Party under this Section 9.0 may be used in combination with the facilities of the requesting Party only to provide a Telecommunications Service, including obtaining billing and collection, transmission, and routing of the Telecommunications Service.

**9.73** Notwithstanding anything to the contrary in this Section 9.0, a Party shall not be required to provide a proprietary Unbundled Element to the other Party under this Section 9.0 except as required by the Commission or FCC.

**9.8 Unbundled Element Interconnection and Maintenance**

**9.8.1** Interconnection shall be achieved via Collocation arrangements MFS shall maintain at the wire center at which the unbundled elements are resident.

**9.8.2** MFS and Sprint shall work cooperatively so each Loop may be delivered to the MFS Collocation arrangement over an individual 2/4-wire hand-off, in multiples of 24 over a digital DS-1 hand-off in any combination or order MFS may specify, or through other technically feasible and economically comparable hand-off arrangements requested by MFS (e.g., SONET STS-1 hand-off).

**9.8.3** All switched and transport-based features, functions, service attributes, grades-of-service, install, maintenance and repair intervals which apply to similar bundled service should apply to unbundled Loops.

**9.8.4** Sprint will permit any customer to convert its bundled service to an unbundled service and assign such service to MFS, with no penalties, rollover, termination or conversion charges to MFS or the customer.



- 9.8.5 Sprint will use its best efforts to bill all unbundled loop facilities purchased by MFS (either directly or by previous assignment by a customer) on a single consolidated statement per LATA.
- 9.8.6 Where Sprint utilizes digital loop carrier ("DLC")<sup>2</sup> technology to provision the Loop of bundled Exchange Service to an end user customer who subsequently determines to assign the Loop to MFS and receive Exchange Service from MFS via such Loop, Sprint shall deliver such Loop to MFS on an unintegrated basis, pursuant to MFS' chosen hand-off architecture, without a degradation of end-user service or feature availability.
- 9.8.7 Sprint will permit MFS to co-locate digital loop carriers (DLC) and associated equipment in conjunction with Collocation arrangements MFS maintains at an Sprint wire center, for the purpose of interconnecting to unbundled Loops.
- 9.8.8 Sprint and MFS will work cooperatively toward interim and long term arrangements by which MFS may place, verify and receive confirmation on orders for unbundled elements via an industry accepted (e.g. OBF developed) format/specification. In addition, Sprint shall provide MFS with an appropriate on-line electronic file transfer arrangement by which MFS may issue and track trouble-ticket and repair requests associated with interconnection trunking, unbundled loops, and service provider number portability arrangements.

**9.9 Unbundled Local Transport--Section 271**

Sprint shall provide MFS with access to unbundled local transport form the trunk side of a wireline local exchange carrier switch unbundled from switching or other services and priced consistent with Section 252 of the "Act."

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<sup>2</sup> See, Bellcore TR-TSY-000008, *Digital Interface Between the SLC-96 Digital Loop Carrier System and Local Digital Switch* and TR-TSY-000303, *Integrated Digital Loop Carrier (IDLC) Requirements, Objectives, and Interface*.



**9.10 Unbundled Switching--Section 271**

Sprint shall provide MFS with access to local switching unbundled from local transport, local loop transmission, or other services and priced consistent with Section 252 of the "Act."

**10.0 RESALE OF Sprint LOCAL EXCHANGE SERVICES--SECTIONS 251(c)(4) and 251(b)(1)**

**10.1 Availability of Services**

Sprint shall make available to MFS all of its local exchange services and features, functions and capabilities for resale by MFS. Services shall include, but are not limited to flat rate business service, basic rate ISDN, primary rate ISDN, analog and digital PBX-trunk type services, Direct In-ward dialing services, Centrex services, and enhanced features and capabilities such as voice mail, call forwarding, call waiting, and CLASS and LASS capabilities. Unless otherwise mutually agreed, the services available for resale will be based upon the final outcome of Florida and/or Federal proceedings or arbitration disputes.

**10.2 Resale Agreement Amendment**

MFS and Sprint agree to execute an amendment to this Agreement. Unless otherwise mutually agreed, the terms, conditions, rates, and clauses contained within the Agreement will also apply to the Resale Agreement. (e.g. Section 24.0).

**10.3 Availability of Wholesale Prices**

All of the Sprint-provided services available for resale shall be priced at Sprint retail price levels, less avoided costs. Unless otherwise mutually agreed, the prices charged to MFS for resale will be based upon the final outcome of Florida and/or Federal proceedings or arbitration disputes.

**11.0 NOTICE OF CHANGES -- SECTION 251(c)(5).**

If a Party makes a change in its network which it believes will materially affect the inter-operability of its network with the other Party, the Party making the change shall provide at least ninety (90) days advance written notice of such change to the other Party.

**12.0 COLLOCATION -- SECTION 251(c)(6).**

**12.1 Physical Collocation**

Sprint shall provide to MFS Physical Collocation of equipment necessary for Interconnection (pursuant to Section 4.0) or for access to Unbundled Elements (pursuant to Section 9.0), except that Sprint may provide for Virtual Collocation if Sprint demonstrates to the Commission that Physical Collocation is not practical for technical reasons or because of space limitations, as provided in Section 25 (c)(6) of the Act.

Sprint shall provide such Collocation for the purpose of Interconnection or access to unbundled Network Elements, except as otherwise mutually agreed to in writing by the Parties or as required by the FCC or the appropriate Commission subject to applicable federal and state tariffs.

**12.2 Physical or Virtual Collocation Option**

Although not required to do so by Section 251(c)(6) of the Act, by this Agreement, MFS agrees to provide to Sprint upon Sprint's Unbundled Element Bona Fide Request by Sprint, Collocation (at MFS' option either Physical or Virtual) of equipment for purposes of Interconnection (pursuant to Section 4.0) on a non-discriminatory basis and at comparable rates, terms and conditions as MFS may provide to other third parties. MFS shall provide such Collocation subject to applicable tariffs or contracts.

**12.3 Virtual Initially Configured for Physical**

Where MFS is Virtually Collocated on the Effective Date in a premises that was initially prepared for Physical Collocation, MFS may elect to (i) retain its Virtual Collocation in that premises and expand that Virtual Collocation according to current procedures and applicable tariffs, or (ii) revert to Physical Collocation, in which case MFS shall coordinate with Sprint for rearrangement of its equipment (transmission and IDLC) and circuits, for which Sprint shall impose no conversion charge. All applicable Physical Collocation recurring charges shall apply.

**12.4 Virtual Initially Configured for Virtual**

Where MFS is Virtually Collocated in a premises which was initially prepared for Virtual Collocation, MFS may elect to (i)

- retain its Virtual Collocation in that premises and expand that Virtual Collocation according to current procedures and applicable tariffs, or (ii) unless it is not practical for technical reasons or because of space limitations, convert its Virtual Collocation at such premises in which case MFS shall coordinate the construction and rearrangement with Sprint of its equipment (IDLC and transmission) and circuits for which MFS shall pay Sprint at applicable tariff rates. In addition, all applicable Physical Collocation recurring charges shall apply.

#### **12.5 Transport for Collocation**

For both Physical Collocation and Virtual Collocation, the Collocating Party shall provide its own or third-party leased transport facilities and terminate those transport facilities in equipment located in its Physical Collocation space at the Housing Party's premises as described in applicable tariffs or contracts and purchase Cross Connection to services or facilities as described in applicable tariffs or contracts.

#### **12.6 Cross Connection**

Where one Party co-locates in the wire center of the other Party, whether an MIWC, SIWC, or other wire center, for whatever purpose, the Party operating the wire center shall allow the Party co-located at the wire center to directly interconnect to any other entity which maintains a Collocation facility at that same wire center. The Party operating the wire center shall enable such interconnection by effecting a cross connection between those Collocation facilities, as jointly directed by the Party co-located at the wire center and the other co-located entity. For each such cross connection, the Party operating the wire center shall charge one-half the otherwise applicable standard tariff or contract special access cross-connect rate to the co-located Party, and the identical rate to the other co-located entity.

### **13.0 NUMBER PORTABILITY--SECTION 251(b)(2)**

#### **13.1 Scope**

Sprint and MFS will provide Local Telephone Number Portability ("LTNP") on a reciprocal basis between their networks to enable each of their end user customers to utilize telephone numbers associated with an Exchange Service provided by one Party, in conjunction with an Exchange Service provided by the other



- Party, upon the coordinated or simultaneous termination of the first Exchange Service and activation of the second Exchange Service.

**13.2 Procedures for Providing Interim Number Portability**

MFS and Sprint will provide reciprocal LTNP immediately upon execution of this Agreement via Interim Number Portability ("INP") measures. INP shall operate as follows:

**13.2.1** An end user customer of Party A elects to become an end user customer of Party B. The end user customer elects to utilize the original telephone number(s) corresponding to the Exchange Service(s) it previously received from Party A, in conjunction with the Exchange Service(s) it will now receive from Party B. Upon receipt of a service order assigning the number to Party B (assuming party B has on file a letter of authorization from the end user customer), Party A will implement an arrangement whereby all calls to the original telephone number(s) will be forwarded to a new telephone number(s) designated by Party B. Party A will route the forwarded traffic to Party B over the appropriate traffic exchange trunk groups, as if the call had originated on Party A network.

**13.2.2** Party B will become the customer of record for the original Party A telephone numbers subject to the INP arrangements. Party A will provide Party B a single consolidated master billing statement for the INP capability with the statement being consistent with industry accepted guidelines. The billing of all collect, calling card, and 3rd-number billed calls associated with those numbers, can be processed in one of two ways:

- 1) on the single consolidated master billing statement by sub account detail, by retained number and delivered via electronic data transfer, or monthly magnetic tape or
- 2) modify the record as appropriate and send it through current CMDS processes.

**13.2.3** Party A will update its Line Information Database ("LIDB") listings for retained numbers, and cancel calling cards associated with those forwarded numbers, as directed by Party B. In addition, Party A will update the retained numbers in the LIDB with the screening options provided by Party B.

**13.2.4** Within two (2) business days of receiving notification from the end user customer, Party B shall notify Party A of the customer's termination of service with Party B, and shall further notify Party A as to that customer's instructions regarding its telephone number(s). Party A will reinstate service to that customer, cancel the INP arrangements for that customer's telephone number(s), or redirect the INP arrangement to another INP-participating-LEC, pursuant to the customer's instructions at that time.

**13.3 Migration to Permanent Number Portability**

Sprint and MFS will migrate from INP to a database-driven Permanent Number Portability ("PNP") arrangement as soon as practicable, without interruption of service to their respective customers.

**13.4 Coordination of Number Portability with Unbundled Elements**

Under either an INP or PNP arrangement, MFS and Sprint will implement a process to coordinate LTNP cut-overs with unbundled Loop conversions (as described in Section 9.0 of this Agreement).

**13.5 Cost Recovery of Number Portability**

MFS and Sprint shall provide INP arrangements to one another at cost-recovery levels as identified in the attached Exhibit 15.0. No usage fees will be charged for this capability. A non-recurring cost-recovery fee as identified in Exhibit 15.0 per forwarded (bundled or unbundled) service order will apply and service orders may include multiple customer orders and multiple customer numbers and/or lines. It is acknowledged and agreed, that the cost-recovery mechanism contained in this Section 13.0 and Exhibit 15.0, is not in compliance with the FTA of 1996 and is subject to the FTA of 1996 and will be modified to be consistent with the outcome of the FCC rulemaking regarding number

- portability. Authorized collect, calling card and 3rd-number billed calls billed to the retained numbers will be billed at regular tariffed rates.

**13.6 Letters of Authority**

MFS and Sprint will be required to file blanket letters of authority with each other certifying that each party has letters of authorizations on file for each customer that they acted on behalf as an agent for purposes of INP. In cases of agency authorization disputes, upon request, either party shall provide the other party a copy and/or original of the customer signed letter of authorization in dispute.

**13.7 Ordering Formats/Specifications**

The ordering of INP arrangements and the exchange of screening information will utilize industry accepted format/specifications.

**13.8 Potential LIDB Agreement**

If mutually agreed, MFS and Sprint may execute a separate LIDB agreement.

**13.9 Procedures for Providing INP Through NXX Migration**

Where either Party has activated an entire NXX for a single Customer, or activated a substantial portion of an NXX for a single Customer with the remaining numbers in that NXX either reserved for future use or otherwise unused, if such Customer chooses to receive service from the other Party, the first Party shall cooperate with the second Party to have the entire NXX reassigned in the LERG (and associated industry databases, routing tables, etc.) to an End Office operated by the second Party. Such transfer will be accomplished with appropriate coordination between the Parties and subject to appropriate industry lead-times for movements of NXXs from one switch another.

**13.10 Direct Inward Dialing (DID) Interim Number Portability Option**

At MFS' option, Sprint will provide MFS with an option of using DID for the purposes of interim number portability. The cost-recovery mechanism for DID is subject to the FTA of 1996 and



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- will be modified to be consistent with the outcome of the FCC rulemaking regarding number portability.

**14.0 DIALING AND NUMBERING RESOURCES, RATE CENTERS AND RATING POINTS**

**14.1 Dialing Parity--Section 251(b)(3)**

The Parties shall provide Local Dialing Parity to each other as required under Section 251(b)(3) of the Act.

**14.2 Numbering, Rate Centers, and Rating Points**

Nothing in this Agreement shall be construed to limit or otherwise adversely impact in any manner either Party's right to employ or to request and be assigned any NANP number resources including, but not limited to, central office (NXX) codes pursuant to the Central Office Code Assignment Guidelines<sup>3</sup>, Florida Public Service Commission Rules, Federal Communications Commission Rules, or to establish, by tariff or otherwise, Rate Centers and Rating Points corresponding to such NXX codes.

**14.2.1** Each Party agrees to update the LERG with up-to-date listings of its own assigned NPA-NXX codes, along with associated Rating Points and Rate Centers.

**14.3.1** It shall be the responsibility of each Party to program and update its own switches and network systems to recognize and route traffic to the other Party's assigned NXX codes at all times. Neither Party shall impose any fees or charges whatsoever on the other Party for such activities, except as expressly defined in this Agreement.

**15.0 ACCESS TO RIGHTS-OF-WAY-- SECTION 251(b)(4)**

Each Party shall provide the other Party access to its poles, ducts, rights-of-way and conduits it controls on terms, conditions, and prices comparable to those offered to any other entity pursuant to each Party's applicable tariffs and/or standard agreements.

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<sup>3</sup> Last published by the Industry Numbering Committee ("INC") as INC 95-0407-008, Revision 4/7/95, formerly ICCF 93-0729-010.

**16.0 DATABASE ACCESS--SECTION 271**

In accordance with Section 271 of the Act, Sprint shall provide MFS with interfaces to access Sprint's databases and associated signaling necessary for the routing and completion of MFS' traffic. Access to such databases and the appropriate interfaces shall be made available to MFS via an Unbundled Element Bona Fide Request.

**17.0 COORDINATED SERVICE ARRANGEMENTS**

**17.1 Intercept and Referral Announcements**

When an end user customer changes from Sprint to MFS, or from MFS to Sprint, and does not retain its original telephone number, the Party formerly providing service to the end user will provide a referral announcement on the abandoned telephone number, when requested by either the carrier or customer. This announcement will provide details on the new number to be dialed to reach this customer. Sprint will provide intercept announcement periods in the same manner as provided for its end users today: three (3) months for residence and one (1) year for business, or until the next directory delivery. In time of severe number shortages, numbers can be removed from intercept and be reused. This will be done in reverse order of aging, that is the number on intercept longest will be the first reused, regardless of whether the end user is a customer of Sprint or MFS. MFS will provide this arrangement on a reciprocal basis.

**17.2 Coordinated Repair Calls**

MFS and Sprint will employ the following procedures for handling misdirected repair calls:

**17.2.1** MFS and Sprint will educate their respective customers as to the correct telephone numbers to call in order to access their respective repair bureaus.

**17.2.2** To the extent the correct provider can be determined, and upon request by the end user, misdirected repair calls will be immediately referred to the proper provider of local exchange service in a courteous manner, at no charge, and the end user will be provided the correct contact telephone number. In responding to repair calls, neither Party shall make

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disparaging remarks about the other Party, nor shall they use these repair calls as the basis for internal referrals or to solicit customers to market services, nor shall they initiate any extraneous communications beyond the direct referral to the correct repair telephone number. Either Party may respond with correct information in answering customer questions.

- 17.2.3** MFS and Sprint will provide their respective repair contact numbers to one another on a reciprocal basis. For purposes of this section each party agrees to limit its number of repair numbers to a single telephone number within the region.

**18.0 911/E911 ARRANGEMENTS--SECTION 271**

**18.1 Scope**

MFS will interconnect to the Sprint 911/E911 selective routers/911 tandems which serve the areas in which MFS provides exchange services, for the provision of 911/E911 services and for access to all sub-tending Public Safety Answering Points. Sprint will provide MFS with the appropriate CLLI codes and specifications of the tandem serving area.

**18.2 Path and Route Diverse Interconnection**

Path and route diverse interconnections for 911/E911 shall be made as necessary and mutually agreed.

**18.3 911 and MSAG Updates**

Sprint will provide MFS with a mutually agreed upon format to enable MFS to provide Sprint with a daily file transmission to update 911/E911 database information related to MFS Exchange Service customers. Sprint will provide MFS with the Master Street Address Guide (MSAG) and updates to the MSAG so that MFS can ensure the accuracy of the addresses provided.



**18.4 Interconnection Integrity**

Sprint will use its best efforts to facilitate the prompt, robust, reliable and efficient interconnection of MFS systems to the 911/E911 platforms.

**18.5 Coordination with PSAPs**

Sprint and MFS will work cooperatively to arrange meetings with PSAPs to answer any technical questions the PSAPs, or county or municipal coordinators may have regarding the 911/E911 arrangements.

**18.6 Cost Recovery**

MFS will compensate Sprint for 911/E911 interconnection as follows:

To be defined based on local 911 funding methodology and arrangements with independent LECs in Florida. For the provision of 911/E911 services between MFS and Sprint, the parties will work cooperatively to address, any and/or all cost recovery issues within 60 days upon execution of this agreement. If the parties are unable to agree on compensation, either party may seek Commission assistance in resolving this matter, unilaterally or jointly. If applicable, cost recovery will be identified in a future exhibit.

**19.0 DIRECTORY SERVICES ARRANGEMENTS--SECTION 271**

**19.1 Scope**

Sprint will provide certain directory services to MFS as defined herein. In this Section 19.0, references to "MFS customer telephone numbers" mean numbers falling within NXX codes directly assigned to MFS and to numbers which are retained by MFS on the customer's behalf pursuant to LTNP arrangements described in Section 13.0.

**19.2 Directory Listings and Directory Distribution**

**19.2.1** Sprint will include MFS's customers' and their telephone numbers interfiled with Sprint's customers', in its "White Pages" and "Yellow Pages" directory listings and directory assistance databases associated

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with the areas in which MFS provides services to such customers, in the identical and transparent manner in which it provides those functions for its own customers' telephone numbers.

Sprint will arrange for the Initial Delivery and Subsequent Delivery of a reasonable number of directories to MFS customers on the same terms and conditions as such delivery is made to Sprint customers.

**19.2.2** MFS will provide Sprint with its directory listings and daily updates to those listings (including new, changed, and deleted listings) in an industry standard format (e.g. OBF developed). However, until an industry standard is established, and Sprint systems are modified to comply with such standards, MFS must provide listing information via the LSR form via facsimile or any other electronic communication process, such as EDI, made available by Sprint.

**19.2.3** MFS and Sprint will accord MFS' directory listing information the same level of confidentiality which Sprint accords its own directory listing information, and Sprint shall ensure that access to MFS's customer proprietary confidential directory information will be limited solely to those Sprint employees who are directly involved in the preparation of listings.

**19.2.4** Sprint shall not charge MFS for directory listings or directory distribution for MFS Exchange Service customers. Prior to selling any MFS listings to a third party, Sprint shall obtain written approval from MFS.

**19.3 Directory Assistance (DA)**

**19.3.1** At MFS' request, Sprint will (where available) provide to MFS operators, or to an MFS-designated operator bureau, on-line access to Sprint's Directory Assistance Service, where such access is identical to the type of access Sprint's own directory assistance operators utilize in order to provide directory assistance services to Sprint end users. Sprint will provide this capability under the most favored non-discriminatory tariff or

contract rates and terms as identified in the attached Exhibit 16.0.

- 19.3.2** At MFS' request, Sprint will provide to MFS unbranded directory assistance service MFS which is comparable in every way to the directory assistance service Sprint makes available to its own end users. Sprint will charge MFS for such unbranded directory assistance capability under the most favored non-discriminatory tariff or contract rates and terms as identified in the attached Exhibit 16.0.
- 19.3.3** At MFS' request, Sprint will (where available) provide to MFS directory assistance service under MFS' brand which is comparable in every way to the directory assistance service Sprint makes available to its own end users. Sprint will charge MFS for such branded directory assistance capability under the most favored non-discriminatory tariff or contract rates and terms as identified in the attached Exhibit 16.0.
- 19.3.4** At MFS' request, Sprint will (where available) license to MFS or an MFS-designated operator bureau Sprint's directory assistance database for use in providing competitive directory assistance services. Sprint will provide this capability under the most favored non-discriminatory tariff or contract rates and terms as identified in the attached Exhibit 16.0.
- 19.3.5** At MFS' request, Sprint will (where available) in conjunction with 19.2.2 or 19.2.3, above, provide caller-optional directory assistance call completion service, where technically feasible, which is comparable in every way to the directory assistance call completion service Sprint makes available to its own end users. Sprint will charge MFS for this capability under the most favored non-discriminatory tariff or contract rates and terms as identified in the attached Exhibit 16.0 per use of caller-optional directory assistance call completion. Sprint will provide MFS, in an electronic format, in an accurate and timely manner, the detailed billing records associated with the call that will enable MFS to rebill the end user for this function.



**19.4 Yellow Page Maintenance**

Sprint will ensure that Sprint Publishing Company will work cooperatively with MFS to insure that Yellow Page advertisements purchased by customers who switch their service to MFS (including customers utilizing MFS-assigned telephone numbers and MFS customers utilizing co-carrier number forwarding) are maintained without interruption. Sprint will allow MFS customers to purchase new yellow pages advertisements without discrimination, under the identical rates, terms and conditions as apply to Sprint's customers.

**19.5 Information (Call Guide) Pages**

Sprint will include in the "Information Pages" or comparable section of its White Pages Directories for areas served by MFS, listings provided by MFS for MFS' installation, repair and customer service and other service oriented information, including appropriate identifying logo, in a mutually agreed format. Such listings shall appear in the manner and likenesses as such information appears for subscribers of the Sprint and other LECs. Also, Sprint shall include MFS' NXXs interfiled with Sprint's NXXs in the appropriate section of the directories. Sprint shall not charge MFS for inclusion of this information.

**19.6 Emergency Contact List**

Sprint will provide MFS with a list of emergency agencies (i.e. fire, police, emergency medical technicians, etc) comparable to the current format, and updates to the list, to enable MFS to promptly respond to emergency agencies in a timely manner when emergencies occur. It is acknowledged by MFS that Sprint assumes no liability to the accuracy of the list.

**20.0 GENERAL RESPONSIBILITIES OF THE PARTIES**

**20.1 Compliance with Implementation Schedule**

Sprint and MFS shall each use its best efforts to comply with the Implementation Schedule.

**20.2 Exchange of Information for Network Integrity**

The Parties shall exchange technical descriptions and forecasts of their Interconnection and traffic requirements in sufficient

- detail necessary to establish the Interconnections required to assure traffic completion to and from all Customers in their respective designated service areas.

**20.3 Exchange of Traffic Forecasts**

Thirty (30) days after the Effective Date and each month during the term of this Agreement, each Party shall provide the other Party with a rolling, six (6) calendar month, non-binding forecast of its traffic and volume requirements for the services and Network Elements provided under this Agreement in the form and in such detail as agreed by the Parties. Notwithstanding Section 32.0, the Parties agree that each forecast provided under this Section 20.3 shall be deemed "Proprietary Information" under Section 32.0.

**20.4 Binding Traffic Forecasts**

Any Party that is required pursuant to this Agreement to provide a forecast (the "Forecast Provider") or the Party that is entitled pursuant to this Agreement to receive a forecast (the "Forecast Recipient") with respect to traffic and volume requirements for the services and Network Elements provided under this Agreement may request in addition to non-binding forecasts required by Section 20.3 that the other enter into negotiations to establish a forecast (a "Binding Forecast") that commits such Forecast Provider to purchase, and such Forecast Recipient to provide, a specified volume to be utilized as set forth in such Binding Forecast. The Forecast Provider and Forecast Recipient shall negotiate the terms of such Binding Forecast in good faith and shall include in such Binding Forecast provisions regarding price, quantity, liability for failure to perform under a Binding Forecast and any other terms desired by such Forecast Provider and Forecast Recipient. Notwithstanding Section 32.0, the Parties agree that each forecast provided under this Section 20.4 shall be deemed "Proprietary Information" under Section 32.0.

**20.5 Responsibilities to Provide Network Facilities**

Each Party is individually responsible to provide facilities within its network which are necessary for routing, transporting, measuring, and billing traffic from the other Party's network and for delivering such traffic to the other Party's network in the standard format compatible with Sprint's network and to terminate the traffic it receives in that standard format to the

- proper address on its network. Such facility shall be designed based upon the description and forecasts provided under Sections 20.2 and 20.3 above. The Parties are each solely responsible for participation in and compliance with national network plans, including The National Network Security Plan and The Emergency Preparedness Plan.

**20.6 Use of Service**

Neither Party shall use any service related to or using any of the Services provided in this Agreement in any manner that interferes with other persons in the use of their service, prevents other persons from using their service, or otherwise impairs the quality of service to other carriers or to either Party's Customers, and either Party may discontinue or refuse service if the other Party violates this provision. Upon such violation, either Party shall provide the other Party notice, if practicable, at the earliest practicable time.

**20.7 Responsibility for Customer Services**

Each Party is solely responsible for the services it provides to its Customers and to other Telecommunications Carriers.

**20.8 Cooperate to Minimize Fraud**

The Parties shall work cooperatively to minimize fraud associated with third-number billed calls, calling card calls, and any other services related to this Agreement.

**20.9 Responsibility to Administer NXX Codes**

Each Party is responsible for administering NXX codes assigned to it.

**20.10 Responsibility to Obtain LERG Listings**

Each Party is responsible for obtaining Local Exchange Routing Guide ("LERG") listings of CLLI codes assigned to its switches.

**20.11 Updates to LERG**

Each Party shall use the LERG published by Bellcore or its successor for obtaining routing information and shall provide all



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- required information to Bellcore for maintaining the LERG in a timely manner.

**20.12     Programming and Updating of Switches**

Each Party shall program and update its own Central Office Switches and End Office switches and network systems to recognize and route traffic to and from the other Party's assigned NXX codes. Except as mutually agreed or as otherwise expressly defined in this Agreement, neither Party shall impose any fees or charges on the other Party for such activities.

**20.13     Insurance Coverage**

At all times during the term of this Agreement, each Party shall keep and maintain in force at each Party's expense all insurance required by law (e.g. workers' compensation insurance) as well as general liability insurance for personal injury or death to any one person, property damage resulting from any one incident, automobile liability with coverage for bodily injury for property damage. Upon request from the other Party, each Party shall provide to the other Party evidence of such insurance (which may be provided through a program of self insurance).

**20.14     Tariff and Contract Liability Protection**

In addition to its indemnity obligations under Section 36.0, each Party shall provide, in its tariffs and contracts with its Customers that relate to any Telecommunications Service or Network Element provided or contemplated under this Agreement, that in no case shall such Party or any of its agents, contractors or others retained by such parties be liable to any Customer or third party for (i) any Loss relating to or arising out of this Agreement, whether in contract or tort, that exceeds the amount such Party would have charged the applicable Customer for the service(s) or function(s) that gave rise to such Loss, and (ii) any Consequential Damages (as defined in Section 36.0 below).

**20.15     Non-discriminatory Treatment**

Sprint and MFS agree to treat each other fairly on a non-discriminatory basis, and equally for all items included in this Agreement, or related to the support of items included in this Agreement.

**20.16     Prompt Exchange of Billing Records**

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- MFS and Sprint agree to promptly exchange all necessary records for the proper billing of all traffic.

**20.17 Review of Engineering Information**

For network expansion, MFS and Sprint will review engineering requirements on a quarterly basis and establish forecasts for trunk utilization. New trunk groups will be implemented as dictated by engineering requirements for both Sprint and MFS. Sprint and MFS are required to provide each other the proper call information (e.g., originate call party number and destination call party number, CIC, OZZ, etc.) to enable each company to bill in a complete and timely fashion.

**20.18 Re-arrangement of Initial Network Configuration**

There will be no re-arrangement, reconfiguration, disconnect, or other non-recurring fees associated with the initial reconfiguration of each carrier's traffic exchange arrangements upon execution of this Agreement, other than the cost of establishing a new Collocation arrangement where one does not already exist.

**20.19 Use of Industry Accepted Ordering Formats/Specifications**

Sprint and MFS will utilize industry accepted (e.g. OBF developed) electronic ordering and information data exchange formats/specifications. Where such guidelines are not readily available, parties will utilize industry accepted (e.g. OBF developed) manual formats/exchange mechanisms. If the parties agree not to follow the industry accepted guidelines, they will mutually develop the formats/specifications that will be used.

**20.20 Use of Industry Accepted Billing Formats/Specifications**

For services covered by this agreement, both parties agree to follow and use OBF billing output guidelines. If deviations from these guidelines are necessary, a time line should be established as to when the OBF guidelines will be implemented. If the parties agree not to follow the industry accepted guidelines, they will mutually develop the formats/specifications that will be used. Billing disputes will utilize the dispute processes outlined in each companies tariffs.

**20.21 Network Maintenance and Management**



- Network Maintenance and Management. MFS and Sprint will work cooperatively to install and maintain a reliable network. MFS and Sprint will exchange appropriate information (a.g., maintenance contact numbers, network information, information required to comply with law enforcement and other security agencies of the Government, etc.) to achieve this desired reliability.

MFS and Sprint will work cooperatively to apply sound network management principles by invoking network management controls to alleviate or to prevent congestion.

## **21.0 TERM AND TERMINATION**

### **21.1 Initial Three Year Term**

The initial term of this Agreement shall be three (3) years (the "Term") which shall commence on the Effective Date. Absent the receipt by one Party of written notice from the other Party at least sixty (60) days prior to the expiration of the Term to the effect that such Party does not intend to extend the Term of this Agreement, this Agreement shall automatically renew and remain in full force and effect on and after the expiration of the Term until terminated by either Party pursuant to Section 21.3.

### **21.2 Termination**

Either Party may terminate this Agreement in the event that the other Party (i) fails to pay any amount when due hereunder (excluding Disputed Amounts, Section 31.0) and fails to cure such nonpayment within sixty (60) days after receipt of written notice thereof; or (ii) fails to perform any other material obligation required to be performed by it pursuant to this Agreement and fails to cure such material on performance within forty-five (45) days after written notice thereof.

### **21.3 Termination of Agreement After Automatic Renewal**

If pursuant to Section 21.1 this Agreement continues in full force and effect after the expiration of the Term, either Party may terminate this Agreement (90) days after delivering written notice to the other Party of its intention to terminate this Agreement. Neither Party shall have any liability to the other Party for termination of this Agreement pursuant to this Section 21.3

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- other than to pay to the other Party any amounts owed under this Agreement.

**21.4 Obligations Upon Termination or Expiration**

Upon termination or expiration of this Agreement in accordance with this Section 21.0:

- a) Each Party shall comply immediately with its obligations set forth in Section 32.4.9;
- b) Each Party shall continue to perform its obligations and provide the services as described herein until such time as a successor agreement between the Parties is entered into; provided, however, that the Parties shall renegotiate the rates, fees and charges contained herein; and
- c) Each Party shall promptly pay all amounts (including any late payment charges) owed under this Agreement.

**21.5 Remedy**

Except as set forth in Section 23.5, no remedy set forth in this Agreement is intended to be exclusive and each and every remedy shall be cumulative and in addition to any other rights or remedies now or hereafter existing under applicable law or otherwise.

**22.0 INSTALLATION**

Sprint and MFS shall effectuate all the terms of this Agreement by September 1, 1996. Moreover, MFS and Sprint agree to begin implementing the terms of the agreement immediately upon execution of this agreement, and specifically will begin to implement and install network interconnection and other network infrastructure orders, e.g. DLC collocation capabilities, within two weeks upon execution of this agreement.

**23.0 STIPULATED DAMAGES FOR SPECIFIED ACTIVITIES**

**23.1 Certain Definitions**

When used in this Section 23.0, the following terms shall have the meanings indicated:

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**23.1.1** "Specified Performance Breach" means the failure by Sprint to meet the Performance Criteria for any Specified Activity for a period of three (3) consecutive calendar months.

**23.1.2** "Specified Activity" means any of the following activities:

- a) the installation by Sprint of unbundled Loops for MFS ("Unbundled Loop Installation");
- b) Sprint's provision of Interim Telecommunications Number Portability; or
- c) the repair of out of service problems for MFS ("Out of Service Repairs").

**23.1.3** "Performance Criteria" means, with respect to each calendar month during the term of this Agreement, the performance by Sprint during such month of each Specified Activity shown below within the time interval shown in at least eighty percent (80%) of the covered instances:

SPECIFIED ACTIVITY	PERFORMANCE INTERVAL DATE
(i) <u>Unbundled Loop Installation</u>	
1-10 Loops per Service Order	5 days from Sprint's Receipt of valid Service Order
11-20 Loops per Service Order	10 days from Sprint's Receipt of valid Service Order
21 + Loops per Service Order	to be Negotiated
(ii) <u>Interim Number Portability</u>	
1-10 Numbers per Service Order	5 days from Sprint's Receipt of valid Service Order
11-20 Numbers per Service Order	10 days from Sprint's Receipt of valid Service Order
21 + Numbers per Service Order	to be Negotiated



(iii) <u>Out-of-Service Repairs</u>	Less than 24 hours from Sprint's Receipt of Notification of Out-of-Service Condition
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**23.2 Specified Performance Breach**

In recognition of the (1) loss of Customer opportunities, revenues and goodwill which MFS might sustain in the event of a Specified Performance Breach; (2) the uncertainty, in the event of such a Specified Performance Breach, of MFS having available to it customer opportunities similar to those opportunities currently available to MFS; and (3) the difficulty of accurately ascertaining the amount of damages MFS would sustain in the event of such a Specified Performance Breach, Sprint agrees to pay MFS, subject to Section 23.4 below, damages as set forth in Section 23.3 below in the event of the occurrence of a Specified Performance Breach.

**23.3 Stipulated Damages**

The damages payable by Sprint to MFS as a result of a Specified Performance Breach shall be \$75,000 for each Specified Performance Breach (collectively, the "Stipulated Damages"). MFS and Sprint agree and acknowledge that (a) the Stipulated Damages are not a penalty and have been determined based upon the facts and circumstances of MFS and Sprint at the time of the negotiation and entering into of this Agreement, with due regard given to the performance expectations of each Party; (b) the Stipulated Damages constitute a reasonable approximation of the damages MFS would sustain if its damages were readily ascertainable; and (c) MFS shall not be required to provide any proof of the Stipulated Damages.

**23.4 Limitations**

In no event shall Sprint be liable to pay the Stipulated Damages if Sprint's failure to meet or exceed any of the Performance Criteria is caused, directly or indirectly, by a Delaying Event. A "Delaying Event" means (a) a failure by MFS to perform any of its obligations set forth in this Agreement (including, without limitation, the Implementation Schedule and the Joint Grooming Plan), (b) any delay, act or failure to act by a Customer, agent or subcontractor of MFS or (c) any Force Majeure Event. If a Delaying Event (i) prevents Sprint from performing a Specified Activity, then such Specified Activity shall be excluded from the calculation of Sprint's compliance with the Performance Criteria, or (ii) only suspends Sprint's ability to timely perform the Specified Activity, the applicable time frame in which Sprint's compliance with the Performance Criteria is measured shall be extended on an hour-for-hour or day-for-day basis, as applicable, equal to the duration of the Delaying Event.

**23.5 Records**

Sprint shall maintain complete and accurate records, on a monthly basis, of its performance under this Agreement of each Specified Activity and its compliance with the Performance Criteria. Sprint shall provide to MFS such records in a self-reporting format on a monthly basis. Notwithstanding Section 32.0, the Parties agree that such records shall be deemed "Proprietary Information" under Section 32.0.

**24.0 SECTION 252(I) OBLIGATIONS**

If Sprint enters into an agreement (the "Other Agreement") approved by the Commission pursuant to Section 252 of the Act which provides for the provision of arrangements covered in this Agreement to another requesting Telecommunications Carrier, including itself or its affiliate, Sprint shall make available to MFS such arrangements upon the same rates, terms and conditions as those provided in the Other Agreement. At its sole option, MFS may avail itself of either (i) the Other Agreement in its entirety or (ii) the prices, terms and conditions of the Other Agreement that directly relate to any of the following duties as a whole:

- 1) Interconnection - Section 251(c)(2) of the Act (Sections 4.0 and 5.0 of this Agreement); or

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- 2) - Exchange Access - Section 251(c)(2) of the Act (Section 6.0 of this Agreement); or
- 3) Unbundled Access - Section 251(c)(3) of the Act (Section 9.0 of this Agreement); or
- 4) Resale - Section 251(c)(4) of the Act (Section 10.0 of this Agreement); or
- 5) Collocation - Section 251(c)(6) of the Act (Section 13.0 of this Agreement); or
- 6) Number Portability - Section 251(b)(2) of the Act (Section 14.0 of this Agreement); or
- 7) Access to Rights of Way - Section 251(b)(4) of the Act (Section 16.0 of this Agreement).

The terms of this Agreement, other than those affected by the option, shall remain in full force and effect.

**25.0 CANCELLATION, CONVERSION, ROLL-OVER CHARGES**

Neither MFS nor Sprint shall impose cancellation charges upon each other associated with the physical network interconnection.

**26.0 SEVERABILITY**

In the event the Commission, the Federal Communications Commission, or a court determines that any provision of this Agreement is contrary to law, or is invalid or unenforceable for any reason, the parties shall continue to be bound by the terms of this Agreement, insofar as possible, except for the portion determined to be unlawful, invalid, or unenforceable. In such an event, the parties shall negotiate in good faith to replace the unlawful, invalid or unenforceable provision and shall not discontinue service to the other party during such period. Nothing in this Agreement shall be construed as requiring or permitting either Party to contravene any mandatory requirement or Federal or State law, or any regulators or orders adopted pursuant to such law.

**27.0 FORCE MAJEURE**

Neither party shall be responsible for delays or failures in performance resulting from acts or occurrences beyond the reasonable control of such Party, regardless of whether such delays or failures in performance were



foreseen or foreseeable as of the date of this Agreement, including, without limitation: fire, explosion, power failure, acts of God, war, revolution, civil commotion, or acts of public enemies; any law, order, regulation, ordinance or requirement of any government or legal body; or labor unrest, including, without limitation, strikes, slowdowns, picketing or boycotts; or delays caused by the other Party or by other service or equipment vendors; or any other circumstances beyond the Party's reasonable control. In such event, the Party affected shall, upon giving prompt notice to the other Party, be excused from such performance on a day-to-day basis to the extent of such interference (and the other Party shall likewise be excused from performance of its obligations on a day-for-day basis to the extent such Party's obligations related to the performance so interfered with). The affected party shall use its best efforts to avoid or remove the cause of non-performance and both parties shall proceed to perform with dispatch once the causes are removed or cease.

## **28.0 LIMITATION OF LIABILITY**

### **28.1 Liability for Direct Damages**

Except as otherwise provided, the Parties' liability to each other, whether in contract, tort or otherwise, shall be limited to direct damages, which shall not exceed the pro rata portion of the monthly charges for the services for the time period during which the services provided pursuant to this Agreement are inoperative, not to exceed in total Sprint's or MFS' monthly charge to the other.

### **28.2 Losses Alleged or Made by Customer**

For Losses alleged or made by a Customer of either Party, in the case of any Loss arising from the negligence or willful misconduct of both Parties, each Party shall bear, and its obligations under this Section 28.0 shall be limited to, that portion (as mutually agreed to by the Parties) of the resulting expense caused by its (including that of its agents, servants, contractors or others acting in aid or concert with it) negligence or willful misconduct.

**28.3 No Liability for Indirect Damages**

Under no circumstance shall Sprint or MFS be responsible or liable to each other for indirect, incidental, or consequential damages, including, but not limited to, damages arising from the use or performance of equipment or software, or the loss of use of software or equipment, or accessories attached thereto, delay, error, or loss of data. In connection with this limitation of liability, the Parties recognize that Sprint or MFS may, from time to time, provide advice, make recommendations, or supply other analysis related to the equipment or services described in this Agreement, and, while Sprint and MFS shall use diligent efforts in this regard, the parties acknowledge and agree that this limitation of liability shall apply to provisions of such advice, recommendations, and analysis.

**29.0 ASSIGNMENT**

This Agreement shall be binding upon every subsidiary and affiliate of either Party that is engaged in providing telephone exchange and exchange access services in any territory within which Sprint is an Incumbent Local Exchange Carrier as of the date of this Agreement (the "Sprint Territory"), and shall continue to be binding upon all such entities regardless of any subsequent change in their ownership. Each Party covenants that, if it sells or otherwise transfers to a third party its telephone exchange and exchange access network facilities within the Sprint Territory, or any portion thereof, to a third party, it will require as a condition of such transfer that the transferee agree to be bound by this Agreement with respect to services provided over the transferred facilities. Except as provided in this paragraph, neither Party may assign or transfer (whether by operation of law or otherwise) this Agreement (or any rights or obligations hereunder) to a third party without the prior written consent of the other Party; provided that each Party may assign this Agreement to a corporate Affiliate or an entity under its common control or an entity acquiring all or substantially all of its assets or equity by providing prior written notice to the other Party of such assignment or transfer. Any attempted assignment or transfer that is not permitted is void *ab initio*. Without limiting the generality of the foregoing, this Agreement shall be binding upon and shall inure to the benefit of the Parties' respective successors and assigns.

**30.0 DISPUTED AMOUNTS**

**30.1 Notice**

If any portion of an amount due to a Party (the "Billing Party") under this Agreement is subject to a bona fide dispute between the Parties, the Party billed (the "Non-Paying Party") shall within sixty (60) days of its receipt of the invoice containing such disputed amount give notice to the Billing Party of the amounts it disputes ("Disputed Amounts") and include in such notice the specific details and reasons for disputing each item. The Non-Paying Party shall pay when due (i) all undisputed amounts to the Billing Party and (ii) all Disputed Amounts into an interest bearing escrow account with a third party escrow agent mutually agreed upon by the Parties.

### **30.2 Settlement Negotiations**

If the Parties are unable to resolve the issues related to the Disputed Amounts in the normal course of business within sixty (60) days after delivery to the Billing Party of notice of the Disputed Amounts, each of the Parties shall appoint a designated representative who has authority to settle the dispute and who is at a higher level of management than the persons with direct responsibility for administration of this Agreement. The designated representatives shall meet as often as they reasonably deem necessary in order to discuss the dispute and negotiate in good faith in an effort to resolve such dispute. The specific format for such discussions will be left to the discretion of the designated representatives, however all reasonable requests for relevant information made by one Party to the other Party shall be honored.

### **30.3 Legal/Regulatory Remedies**

If the Parties are unable to resolve issues related to the Disputed Amounts within forty-five (45) days after the Parties' appointment of designated representatives pursuant to Section 30.2, then either Party may file a complaint with the Commission to resolve such issues or proceed with any other remedy pursuant to law or equity. The Commission may direct release of any or all funds (including any accrued interest) in the escrow account, plus applicable late fees, to be paid to either Party.

### **30.4 Confidential Treatment of Settlement Negotiations**

The Parties agree that all negotiations pursuant to this Section 30.0 shall remain confidential and shall be treated as compromise



and settlement negotiations for purposes of the Federal Rules of Evidence and state rules of evidence.

**30.5 Interest Accrued on Undisputed Amounts**

Any undisputed amounts not paid when due shall accrue interest from the date such amounts were due at the lesser of (i) one and one-half percent (1-1/2%) per month or (ii) the highest rate of interest that may be charged under applicable law.

**31.0 NON-DISCLOSURE**

**31.1 Identification of Information**

All information, including but not limited to specifications, microfilm, photocopies, magnetic disks, magnetic tapes, drawings, sketches, models, samples, tools, technical information, data, employee records, maps, financial reports, and market data, (i) furnished by one Party to the other Party, other than customer information communicated for the purpose of publication or directory database inclusion, or (ii) in written, graphic, electromagnetic, or other tangible form and marked at the time of delivery as "Confidential" or "Proprietary," or (iii) communicated orally and declared to the receiving Party at the time of delivery, or by written notice given to the receiving Party within ten (10) days after delivery, to be "Confidential" or "Proprietary" (collectively referred to as "Proprietary Information"), shall remain the property of the disclosing Party.

**31.2 Return of Information**

Upon request by the disclosing Party, the receiving Party shall return all tangible copies of Proprietary Information, whether written, graphic or otherwise, except that the receiving Party may retain one copy for archival purposes.

**31.3 Protection of Information**

Each Party shall keep all of the other Party's Proprietary Information confidential and shall disclose the Proprietary Information to only those employees, contractors, agents or Affiliates who have a need for it in connection with the provision of services under this Agreement, and shall use the other Party's Proprietary Information only for performing the covenants contained in the Agreement. Neither Party shall use the other

- Party's Proprietary Information for any other purpose except upon such terms and conditions as may be agreed upon between the parties in writing.

**31.4 Excluded Information**

Unless otherwise agreed, the obligations of confidentiality and non-use set forth in this Agreement do not apply to such Proprietary Information as:

- 31.4.1 "was at the time of receipt already known to the receiving Party free of any obligation to keep it confidential evidenced by written records prepared prior to delivery by the disclosing Party"; or
- 31.4.2 "is or becomes publicly known through no wrongful act of the receiving Party"; or
- 31.4.3 "is rightfully received from a third person having no direct or indirect secrecy or confidentiality obligation to the disclosing Party with respect to such information"; or
- 31.4.4 "is independently developed by an employee, agent, or contractor of the receiving Party which individual is not involved in any manner with the provision of services pursuant to the Agreement and does not have any direct or indirect access to the Proprietary Information"; or
- 31.4.5 "is disclosed to a third person by the disclosing Party without similar restrictions on such third person's rights"; or
- 31.4.6 "is approved for release by written authorization of the disclosing Party"; or
- 31.4.7 "is required to be made public by the receiving Party pursuant to applicable law or regulation provided that the receiving Party shall give sufficient notice of the requirement to the disclosing Party to enable the disclosing Party to seek protective orders."
- 31.4.8 If any Receiving Party is required by any governmental authority or by applicable law to disclose any

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Proprietary Information, then such Receiving Party shall provide the Disclosing Party with written notice of such requirement as soon as possible and prior to such disclosure. The Disclosing Party may then either seek appropriate protective relief from all or part of such requirement or, if it fails to successfully do so, it shall be deemed to have waived the Receiving Party's compliance with this Section 31.0 with respect to all or part of such requirement. The Receiving Party shall use all commercially reasonable efforts to cooperate with the Disclosing Party in attempting to obtain any protective relief which such Disclosing Party chooses to obtain.

**31.4.9** In the event of the expiration or termination of this Agreement for any reason whatsoever, each Party shall return to the other Party or destroy all Proprietary Information and other documents, work papers and other material (including all copies thereof) obtained from the other Party in connection with this Agreement and shall use all reasonable efforts, including instructing its employees and others who have had access to such information, to keep confidential and not to use any such information, unless such information is now, or is hereafter disclosed, through no act, omission or fault of such Party, in any manner making it available to the general public.

**31.5 Effective Date**

Notwithstanding any other provision of this Agreement, the Proprietary Information provisions of this Agreement shall apply to all information furnished by either Party to the other in furtherance of the purpose of this Agreement, even if furnished before the date of this Agreement.

**32.0 CANCELLATION**

The parties, at any time, by mutual written agreement, may cancel or amend any rate, term, condition or clause contained in this agreement.



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**33.0 DISPUTE RESOLUTION**

The Parties agree that in the event of a default or violation hereunder, or for any dispute arising under this Agreement or related agreements the Parties may have in connection with this Agreement, prior to taking any action before any court or regulator, or before making any public statement or disclosing the nature of the dispute to any third Party, the Parties shall first confer to discuss the dispute and seek resolution. Such conference shall occur at least at the Vice President level for each Party. In the case of Sprint, its Vice President for Regulatory Affairs, or equivalent officer, shall participate in the meet and confer meeting, and MFS Vice President, Regulatory Affairs, or equivalent officer, shall participate.

**34.0 NOTICES**

Any notice to a Party required or permitted under this Agreement shall be in writing and shall be deemed to have been received on the date of service if served personally, three days after mailing in the case of first class mail, or on the date stated on the receipt if delivered by certified or registered mail or by a courier service that obtains a written receipt. Notice may also be provided by facsimile, which shall be effective on the next Business Day following the date of transmission. "Business Day" shall mean Monday through Friday, Sprint/MFS holidays excepted. Any notice shall be delivered using one of the alternatives mentioned in this section and shall be directed to the applicable address indicated below or such other address as the Party to be notified has designated by giving notice in compliance with this section: Any notice to a Party required or permitted under this Agreement shall be in writing and shall be deemed to have been received on the date of service if served personally on the date receipt is acknowledges in writing by the recipient if delivered by regular mail, or on the date stated on the receipt if delivered by certified or registered mail or by a courier service that obtains a written receipt. Notice may also be provided by facsimile, which shall be effective on the next Business Day following the date of transmission. "Business Day" shall mean Monday through Friday, Sprint/MFS holidays excepted. Any notice shall be delivered using one of the alternatives mentioned in this section and shall be directed to the applicable address indicated below or such address as the Party to be notified has designated by giving notice in compliance with this section:

If to Sprint: Attention: Jerry Johns  
Vice President - Law & External Affairs  
Sprint United-Centel of Florida, Inc.  
Box 165000  
Altamonte Springs, Florida 32716-5000  
(407) 889-1211

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If to MFS: Attention: Timothy T. Devine  
Senior Director, External and Regulatory Affairs  
MFS Communications Company, Inc.  
Six Concourse Parkway, Suite 2100  
Atlanta, Georgia 30328-5351  
Facsimile number: (770) 390-6787

**35.0 LIABILITY AND INDEMNITY**

**35.1 Indemnification**

Except as otherwise provided, each Party agrees to release, indemnify, defend, and hold harmless the other Party from all losses, claims, demands, damages, expenses, suits, or other actions, or any liability whatsoever, including, but not limited to, costs and attorney's fees, whether suffered, made, instituted, or asserted by any other party or persons, for invasion of privacy, personal injury to or death of any person or persons, or for losses, damages, or destruction of property, whether or not owned by others, to the extent proximately caused by the indemnifying Party's negligence, or willful misconduct, regardless of form of action.

**35.2 Disclaimer**

Except as specifically provided to the contrary in this agreement and in Sprint's and MFS' tariffs, Sprint and MFS make no representations or warranties to each other concerning the specific quality of any services provided under this agreement. Except as otherwise provided, the Parties disclaim, without limitation, any warranty or guarantee of merchantability or fitness for a particular purpose, arising from course of performance, course of dealing, or from usages of trade.

**36.0 MISCELLANEOUS**

**36.1 Amendments**

Any amendment, modification, or supplement to this Agreement must be in writing and signed by an authorized representative of each Party. The term "this Agreement" shall include future amendments, modifications, and supplements.

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**36.2 Authority**

Each person whose signature appears below represents and warrants that he or she has authority to bind the Party on whose behalf he or she has executed this Agreement and that the Party has full power and authority to execute and deliver this Agreement and to perform the obligation hereunder.

**36.3 Binding Effect**

This Agreement shall be binding on and inure to the benefits of the respective successors and permitted assigns of the Parties.

**36.4 Compliance with Laws and Regulations**

Each Party shall comply with all federal, state, and local statutes, regulations, rules, ordinances, judicial decisions, and administrative rulings applicable to its performance as described in this Agreement.

**36.5 Consent**

Where consent, approval, or mutual agreement is required of Party, it shall not be unreasonably withheld or delayed.

**36.6 Entire Agreement**

This Agreement constitutes the entire agreement of the Parties pertaining to the subject matter of this Agreement and supersedes all prior agreements, negotiations, proposals, and representations, whether written or oral, and all contemporaneous oral arguments, negotiations, proposals, and representations concerning such subject matter. No representations, understandings, agreements, or warranties, expressed or implied, have been made or relied upon in the making of this Agreement other than those specifically set forth herein.

**36.7 Expenses**

Except as specifically set out in this Agreement, each Party shall be solely responsible for its own expenses involved in all activities related to the subject of this Agreement.



**36.8 Governing Law**

This Agreement shall be governed by and construed in accordance with the domestic laws of the state of Florida and shall be subject to the exclusive jurisdiction of the court therein.

**36.9 Headings**

The headings in this Agreement are inserted for convenience and identification only and shall not be considered in the interpretation of this Agreement.

**36.10 Independent Contractor Relationship**

The persons provided by each Party shall be solely that Party's employees and shall be under the sole and exclusive direction and control of that Party. They shall not be considered employees of the other Party for any purpose. Each Party shall remain an independent contractor with respect to the other and shall be responsible for compliance with all laws, rules and regulations involving, but not limited to, employment of labor, hours of labor, health and safety, working conditions and payment of wages. Each Party shall also be responsible for payment of taxes, including federal, state and municipal taxes, chargeable or assessed with respect to its employees, such as Social Security, unemployment, workers' compensation, disability insurance, and federal and state withholding. Each Party shall indemnify the other for any loss, damage, liability, claim, demand, or penalty that may be sustained by reason of its failure to comply with this provision.

**36.11 Multiple Counterparts**

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

**36.12 No Offer**

Submission of this Agreement for examination or signature does not constitute an offer by Sprint for the provision of the products or services described herein. This Agreement will be effective only upon execution and delivery by both Sprint and MFS.

**36.13      Publicity**

Any news release, public announcement, advertising, or any form of publicity pertaining to this Agreement, provision of services pursuant to it, or association of the Parties with respect to provision of the services described in this Agreement shall be subject to prior written approval of both Sprint and MFS.

**36.14      Subcontractors**

Sprint may enter into subcontracts with third parties or affiliates for the performance of any of Sprint's duties or obligations under this Agreement.

**36.15      Regulatory Approval**

Each Party agrees to cooperate with each other and with any regulatory agency to obtain regulatory approval. During the term of this Agreement, each Party agrees to continue to cooperate with each other and with any regulatory agency so that the benefits of this Agreement may be achieved. The Parties, however, reserve the right to seek regulatory relief and otherwise seek redress from each other regarding performance and implementation of this Agreement. In the event the Commission rejects any portion of this Agreement, the Parties agree to meet and negotiate in good faith to arrive at a mutually acceptable modification of the rejected portion.

**36.16      Trademarks and Trade Names**

Except as specifically set out in this Agreement, nothing in this Agreement shall grant, suggest, or imply any authority for one Party to use the name, trademarks, service marks, or trade names of the other for any purpose whatsoever.

**36.17      Taxes**

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- 36.17.1 General.** With respect to any purchase of services, facilities or other arrangements, if any Tax is required or permitted by applicable law to be collected from the purchasing party by the providing party, then (i) the providing party shall timely bill the purchasing party for such Tax, (ii) the purchasing party shall timely remit such Tax to the providing party and (iii) the providing party shall timely remit such collected Tax to the applicable taxing authority.
- 36.17.2 Taxes Imposed on Customers.** With respect to any purchase of services, facilities or arrangements that are resold to a third party, if any Tax is imposed by applicable law on the customer in connection with any such purchase, then, the purchasing party (i) shall be required to impose and/or collect such Tax from the customer and (ii) shall timely remit such Tax to the applicable taxing authority.
- 36.17.3 Taxes Imposed on the Providing Party.** With respect to any purchase of services, facilities or arrangements, if any Tax is imposed by applicable law on the receipts of the providing party (Receipts Tax), which law permits the providing party to exclude certain receipts received from sales for resale to a public utility, distributor, telephone company, local exchange carrier, telecommunications company or other communications company (Telecommunications company), such exclusion being based solely on the fact that the purchasing party is also subject to a tax based upon receipts, then the purchasing party shall (i) provide the providing party with notice in writing in accordance with Section 1.7 below of its intent to pay the Receipts Tax and (ii) shall timely pay the receipts tax to the applicable tax authority.
- 36.17.4 Liability for Uncollected Tax, Interest and Penalty.** If the providing party has not received an exemption certificate and fails to collect any Tax as required by subsection 1.1(a), then, as between the providing party and the purchasing party, (i) the purchasing party shall remain liable for such uncollected Tax and (ii) the providing party shall be liable for any penalty and interest assessed with respect to such uncollected Tax by such taxing authority. However, if the purchasing party fails to



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timely pay any taxes properly billed, then, as between the providing party and the purchasing party, the purchasing party will be solely responsible for payment of the taxes, penalty and interest.

If the purchasing party fails to impose and/or collect any Tax from customers as required by subsection 1.1(b), then, as between the providing party and the purchasing party, the purchasing party shall remain liable for such uncollected Tax and any interest and penalty assessed thereon with respect to the uncollected Tax by the applicable taxing authority. With respect to any Tax that the purchasing party has agreed to pay or impose on and/or collect from customers, the purchasing party agrees to indemnify and hold harmless the providing party on an after-tax basis for any costs incurred by the providing party as a result of actions taken by the applicable taxing authority to recover the Tax from the providing Party due to the failure of the purchasing party to timely pay or collect and timely remit such Tax to such authority.

If the purchasing party fails to pay the Receipts Tax as required by subsection 1.1(c ) then, as between the providing party and the purchasing party, (i) the providing party shall be liable for any Tax imposed on its receipts and (ii) the purchasing party shall be liable for any interest assessed thereon and any penalty assessed upon the providing party with respect to such Tax by such authority.

- 36.17.5 Tax Exemptions and Exemption Certificates.** If applicable law clearly exempts a purchase from a Tax and if such law also provides an exemption procedure, such as an exemption-certificate requirement, then, if the purchasing party complies with such procedure, the providing party shall not collect such Tax during the Effective Period of such exemption. If applicable law clearly exempts a purchase from a Tax and does not also provide an exemption procedure, then purchasing party will provide the providing party a letter, signed by an officer, requesting such exemption and citing the provision in the law which allows exemption. Purchasing party will agree to indemnify and hold harmless the providing party on an after-tax basis for tax, penalty and

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interest which may due if the exemption is later denied by the taxing authority.

This agreement does not cover any tax which may be imposed on either party's corporate existence, status or income.

**36.17.6 Billing of Tax Items** Whenever possible, all Taxes shall be billed as a separately stated item.

**36.17.7 Cooperation with Audits** In the event either party is audited by a taxing authority, the other party agrees to cooperate fully with the party being audited in order to respond to any audit inquiries in a proper and timely manner so that the audit and/or any resulting controversy may be resolved expeditiously.

**36.17.8 Notices for purposes of this Section:** All notices, affidavits, exemption-certificates or other communications required or permitted to be given by either party to the other, for purposes of this Section, shall be made in writing and shall be delivered in person or sent by certified mail, return receipt requested, or registered mail, or a courier service providing proof of service, and sent to the following:

To MFS:                      Director - Corporate Tax Department  
MFS Communications Company, Inc.  
11808 Miracle Hills Drive  
Omaha, NE 68154

With a copy to :        Senior Director, External & Regulatory  
Affairs  
MFS Communications Company, Inc.  
Six Concourse Parkway, Suite 2100  
Atlanta, Georgia 30328-5351

Either party may from time to time designate another address or other addresses by giving notice in accordance with the terms of this Section. Any notice or other communication shall be deemed to be given when received.

**36.17.9 Definitions for this Section:**

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**Effective Period:** Effective period shall mean the period from the time that a proper exemption certificate for each type of Tax is received and approved by the Corporate Tax Department of the providing party until the expiration date of the exemption certificate as set by the applicable law.

**Tax:** Tax shall mean any and all federal, state, local, municipality, public utility commission, public service commission or other governmental agency tax, fee, surcharge or other tax-like charge as required or permitted by applicable law to be collected from the purchasing party by the providing party.

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IN WITNESS WHEREOF, the Parties hereto have caused this Agreement  
to be executed as of this \_\_\_\_\_ day of \_\_\_\_\_, 1996.

MFS Communications Co., Inc.

Sprint United-Centel of Florida, Inc.

By: \_\_\_\_\_

By: \_\_\_\_\_

Print Name

Timothy T. Davine

Print Name \_\_\_\_\_

Title:

Senior Director,  
External & Regulatory  
Affairs

Title: \_\_\_\_\_

**Exhibit 1.0**

**Certain Terms as Defined in the Act  
as of May 16, 1996 (Page 1 of 2)**

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

"Dialing Parity" means that a person that is not an Affiliate of LEC is able to provide Telecommunications Services in such a manner that Customers have the ability to route automatically, without the use of any access code, their Telecommunications to the Telecommunications Services provider of the Customer's designation from among two (2) or more Telecommunications Services providers (including such LEC).

"Exchange Access" means the offering of access to Telephone Exchange Services or facilities for the purpose of the origination or termination of Telephone Toll Services.

"InterLATA" means Telecommunications between a point located in a local access and transport area and a point located outside such area.

"Local Access and Transport Area" or "LATA" means a contiguous geographic area: (a) established before the date of enactment of the Act by a Bell operating company such that no Exchange Area includes points within more than one (1) metropolitan statistical area, consolidated metropolitan statistical area, or State, except as expressly permitted under the AT&T Consent Decree; or (b) established or modified by a Bell operating company after such date of enactment and approved by the FCC.

"Local Exchange Carrier" means any person that is engaged in the provision of Telephone Exchange Service or Exchange Access. Such term does not include a person insofar as such person is engaged in the provision of a commercial mobile service under Section 332 (c) of the Act, except to the extent that the FCC finds that such service should be included in the definition of such term.

"Network Element" means 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.

"Number Portability" means the ability of end users of telecommunications services to retain, at the same location, existing telecommunications numbers without

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**Exhibit 1.0 (Page 2 of 2)**

impairment of quality, reliability, or convenience when switching from one telecommunications carrier to another.

"Telecommunications" means the transmission, between or among points specified by the user, of information of the user's choosing, without change in the form or content of the information as sent and received.

"Telecommunications Carrier" means any provider of Telecommunications Services, except that such term does not include aggregators of Telecommunications Services (as defined in Section 226 of the Communications Act).

"Telecommunications Service" means the offering of Telecommunications for a fee directly to the public, or to such classes of users as to be effectively available directly to the public, regardless of the facilities used.

"Telephone Exchange Service" means (a) service within a telephone exchange or within a connected system of telephone exchanges within the same exchange area operated to furnish subscribers intercommunicating service of the character ordinarily furnished by a single exchange, and which is covered by the exchange service charge, or (b) comparable service provided through a system of switches, transmission equipment, or other facilities (or combination thereof) by which a subscriber can originate and terminate a telecommunications service.

"Telephone Toll Service" means telephone service between stations in different exchange areas for which there is made a separate charge not included in contracts with subscribers for exchange service.



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**Exhibit 2.0**

**Implementation Schedule**

<b>LATA</b>	<b>Sprint Interconnection Wire Centers (SIWC)</b>	<b>MFS Interconnection Wire Centers (MIWC)</b>	<b>Interconnection Activation Date</b>
Orlando	500 New York Ave Winter Park	1060 Maitland Center Commons Maitland	9/1/96

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**Exhibit 3.0**

**Interconnection Wire Centers**

<u>LATA</u>	<u>SIWC</u> <u>(Sprint Wire Center)</u>	<u>MIWC</u> <u>(MFS Wire Center)</u>
Orlando	500 New York Ave Winter Park	1060 Maitland Center Commons Maitland

**Exhibit 4.0**

**Meet-point Billing Provisions (Page 1 of 2)**

- A. Sprint shall provide MFS with the Switched Access Detail Usage Data (category 1101XX records) on an on-going basis on magnetic tape or via electronic file transfer using EMR format, no later than 10 days after the end of the calendar month billing period.
- B. MFS shall provide Sprint with the Switched Access Summary Usage Data (category 1150XX records) on magnetic tape or via electronic file transfer using the EMR format, no later than 10 days after the MFS bill is rendered.
- C. In accordance with MECAB guidelines, each Party shall coordinate and exchange the billing account reference ("BAR") and billing account cross reference ("BACR") numbers for the MPB Service. Each Party shall notify the other if the level of billing or other BAR/BACR elements change, resulting in a new BAR/BACR number.
- D. If Switched Access Detail Usage Data is not submitted to MFS by Sprint in a timely fashion or if it is not in proper format as previously defined, and if as a result MFS is delayed in billing the IXC's, late payment charges will be payable by Sprint to MFS as prescribed in MFS' access tariff.
- E. If Switched Access Summary Usage Data is not submitted to Sprint by MFS in a timely fashion or if it is not in proper format as previously defined, and if as a result Sprint is delayed in billing the IXC's, late payment charges will be payable to Sprint as prescribed in Sprint's access tariff. Excluded from this provision will be any Switched Access Detail Usage Data records not provided by Sprint in a timely fashion.
- F. In the event MFS determines to offer Exchange Services in another LATA in which Sprint operates an access tandem, Sprint shall, except in instances of capacity limitations, permit and enable MFS to sub-tend the Sprint access tandem switch(es) nearest to the MFS Rating Point(s) associated with the NPA-NXX(s) to/from which the Switched Access Services are homed. In instances of capacity limitation at a given access tandem switch, MFS shall be allowed to sub-tend the next-nearest Sprint access tandem switch in which sufficient capacity is available. The MPB percentages for each new Rating Point/access tandem pair shall be calculated according to one of the three methods identified in the MECAB document.



**Exhibit 4.0**

**Meet-point Billing Provisions (Page 2 of 2)**

MFS shall inform Sprint of the tandem(s) it wishes to sub-tend in the new LATA and the parties shall jointly determine the calculation of the billing percentages which should apply for such arrangement. MFS will deliver notice to Sprint of all new routes. Sprint and MFS shall confirm each new route and associated billing percentages in a Letter of Understanding, and shall file these percentages in NECA Tariff No. 4, within a reasonable time following receipt of MFS' notice by Sprint.

G. MPB interconnection for Orlando LATA will be at the Orlando SIWC.

**MFS Communications Co., Inc., & Sprint United-Centel of Florida, Inc.**  
**Florida Interconnection Agreement**  
**Under Sections 251 and 252 of the Telecommunications Act of 1996**

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**Exhibit 5.0**

**Meet-point Billing Rate Elements**

**Interstate Access - Terminating to, or Originating from MFS End user Customers**

<b><u>Rate Element</u></b>	<b><u>Billing Company</u></b>
Carrier Common Line	MFS
Local Switching	MFS
Interconnection Charge	MFS
Local Transport Termination	50 % of Sprint rate & 50 % of MFS rate
Local Transport Facility	*
Tandem Switching	Sprint
Entrance Facility	Sprint

**Intrastate Access - Terminating to, or Originating from MFS End User Customers**

<b><u>Rate Element</u></b>	<b><u>Billing Company</u></b>
Carrier Common Line	MFS
Local Switching	MFS
Interconnection Charge	MFS
Local Transport Termination	50 % of Sprint rate & 50 % of MFS rate
Local Transport Facility	*
Tandem Switching	Sprint
Entrance Facility	Sprint

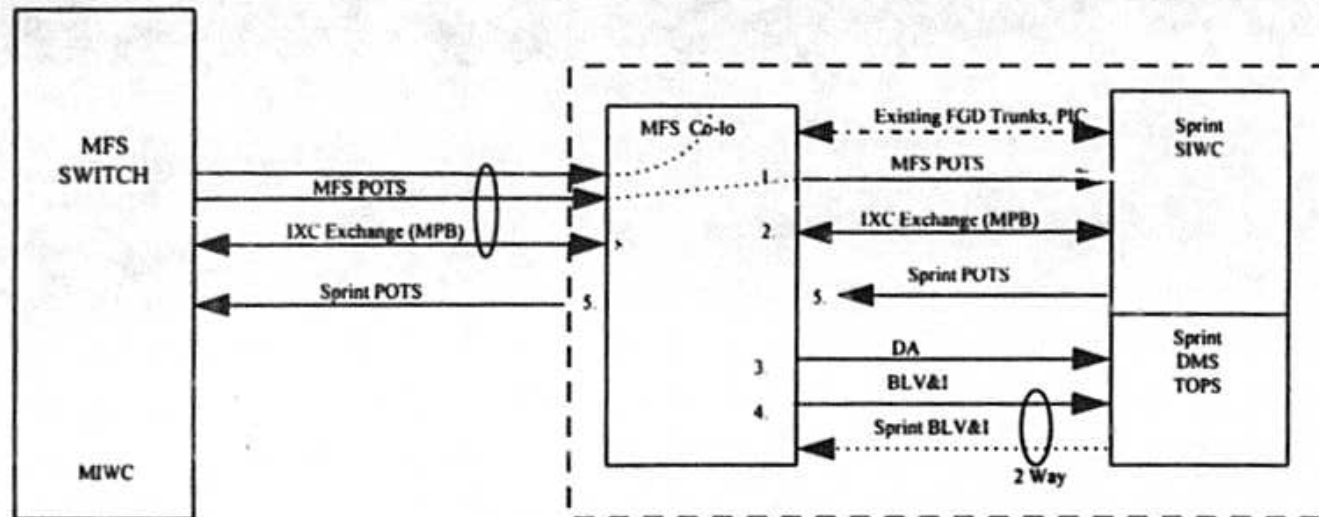
- 
- \* Parties bill the IXCs its own tariff rate multiplied by the billing percentage identified for it in a given MPB pair, in Exhibit 4.0, multiplied by the total facility miles.

**Exhibit 6.0**

**Interim Physical Network Architecture and Logical Network Trunking**



# MFS/Sprint Interim Arch.--Exhibit 6.0.a



# MFS/Sprint Interim Arch.--Exhibit 6.0.b

## Trunk Type Definitions

### TG 1. MFS POTS:

Definition - This is a 1 way SS7 trunk group defined to handle all MFS originating POTStaffic which is sent to Sprint line customers.

- POTS refers to calls traditionally known as "local calling," "extended area service (EAS)," and "IntraLATA toll."
- Growth of this trunk group to additional Access Tandem offices will be accomplished according to agreements made between Sprint and MFS.

### TG 2. IXC Exchange (MPB)

Definition: This 2 way SS7 trunk group will be the primary route for all local and IntraLATA Toll calls to/from non-Sprint subscribers e.g., CLECs and ICO/ITC), non-MFS 800/888 calls originating from a MFS NXX and incoming calls from other Interexchange Carriers to MFS line customers. In the future, it will be used to route all 1+ calls (including 800/888) and 10XXX/101XXXX calls which originate from a MFS NXX in the Orlando LATA and are destined to an Interexchange Carrier other than MFS.

### TG 3. DA - Directory Assistance

Definition: This 1 way MF trunk group handles calls made by MFS line customers to the directory assistance operator.

### TG 4. BLV&I

Definition: This 2 way MF trunk group (optionally, two 1 way trunks) carries Busy Line Verification and Interrupt traffic.

### TG 5. Sprint POTS

Definition: This 1 way SS7 trunk group will be used to terminate Sprint local and IntraLATA traffic calling MFS line customers.

- POTS refers to calls traditionally known as "local calling," "extended area service (EAS)," and "IntraLATA toll."
- Growth of this trunk group to additional Access Tandem offices will be accomplished according to agreements made between Sprint and MFS.

### Enhanced 911 (E-911)

#### Choke

Definition: This is an optional 1 way MF trunk group used to handle mass calling; for example radio station call-in promotions.

#### FGD, PIC

Definition: Existing FGD and traffic PICed to MFS.

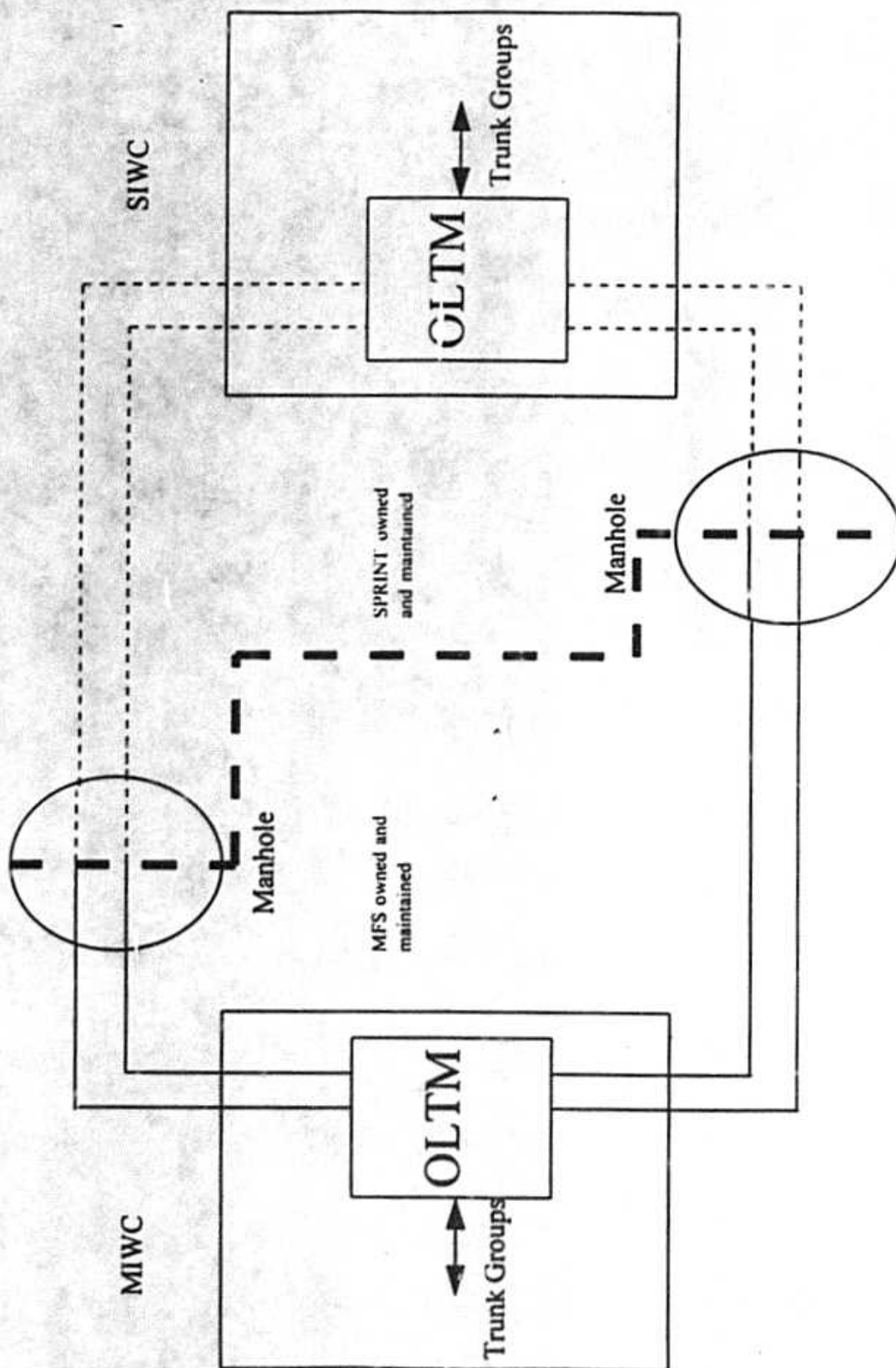
**Draft for Discussion**

PRIVATE/PROPRIETARY: Not for use or disclosure outside of MFS except under written agreement.

**MFS**  
Communications Company, Inc.

MFS Communications Co., Inc., & Sprint United-Centel of Florida, Inc.  
Florida Interconnection Agreement  
Under Sections 251 and 252 of the Telecommunications Act of 1996

Exhibit 7.0: MFS/Sprint Fiber Meet





**Exhibit 8.0**

**Local Call Termination Rate**

**Local Call Termination Rate**

**Rate: \$0.005 Per Minute of Use**

**Exhibit 9.0**

**Information Services Billing and Collection Rate**

**Billing and Collection Rate**

**\$0.05 Per Call**

**Exhibit 10.0**

**BLV/BLVI Rates**

**BLV Rates\***

**\$0.95\***

**BLVI Rates\***

**\$0.45\***

**\*Rates will always reflect current Sprint wholesale tariff for this function.**



**Exhibit 11.0**

**Local (EAS) Transit Rate**

**Local (including EAS and EAS-type calls) Call Transit Rate**

**\$0.001 Per Minute of Use**

**MFS Communications Co., Inc., & Sprint United-Centel of Florida, Inc.**  
**Florida Interconnection Agreement**  
**Under Sections 251 and 252 of the Telecommunications Act of 1996**

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**Exhibit 12.0**

**Unbundled Element Rates**

**Loops**

**1. Urban Zone Rate:**

Rate per Element Delivered  
via Individual 2/4-wire Hand-off:

	Non- Recurring	Monthly Recurring
2-wire analog voice grade Loop	\$50.00	\$8.00
4-wire analog voice grade Loop	\$50.00	\$8.00
2-wire ADSL Loop	\$50.00	\$8.00
2-wire HDSL Loop	\$50.00	\$8.00
4-wire HDSL Loop	\$50.00	\$8.00
2-wire ISDN digital grade Loop	\$75.00	\$8.00
4-wire DS-1 digital grade Loop	\$PSC and/or FCC Private Line and/or Special Access Rate	
4-wire DS-1 digital DID port	\$PSC DS-1 digital DID Port Rate	

**2. Suburban Zone Rate:**

Rate per Element Delivered  
via Individual 2/4-wire Hand-off:

	Non- Recurring	Monthly Recurring
2-wire analog voice grade Loop	\$50.00	\$11.00
4-wire analog voice grade Loop	\$50.00	\$11.00
2-wire ADSL Loop	\$50.00	\$11.00
2-wire HDSL Loop	\$50.00	\$11.00
4-wire HDSL Loop	\$50.00	\$11.00
2-wire ISDN digital grade Loop	\$75.00	\$11.00
4-wire DS-1 digital grade Loop	\$PSC and/or FCC Private Line and/or Special Access Rate	
4-wire DS-1 digital DID port	\$PSC DS-1 digital DID Port Rate	

**3. Rural Zone Rate:**

Rate per Element Delivered  
via Individual 2/4-wire Hand-off:

	Non- Recurring	Monthly Recurring
2-wire analog voice grade Loop	\$50.00	\$15.00
4-wire analog voice grade Loop	\$50.00	\$15.00
2-wire ADSL Loop	\$50.00	\$15.00
2-wire HDSL Loop	\$50.00	\$15.00
4-wire HDSL Loop	\$50.00	\$15.00
2-wire ISDN digital grade Loop	\$75.00	\$15.00
4-wire DS-1 digital grade Loop	\$PSC and/or FCC Private Line and/or Special Access Rate	
4-wire DS-1 digital DID port	\$PSC DS-1 digital DID Port Rate	

**Exhibit 13.0**

**Urban, Suburban, and Rural Geographic Descriptions**

**Orlando LATAs Defined Per Section 9.6.1 Per Agreement Unless Amended by  
Mutual Agreement**



**Exhibit 14.0**

**Unbundled Element Bonafide Request  
Process--Section 251(c)(3) (Page 1 of 2)**

1. Each Party will promptly consider and analyze access to a new Unbundled Element with the submission of an Unbundled Element Bona Fide Request hereunder. This Unbundled Element Bona Fide Request Process does not apply to those services requested pursuant to Report & Order and Notice of Proposed Rulemaking 91-141 (rel. Oct. 19, 1992) ¶ 259 and n.603.
2. A Unbundled Element Bona Fide Request shall be submitted in writing and shall include a technical description of each requested Unbundled Element.
3. The requesting Party may cancel a Unbundled Element Bona Fide Request at any time.
4. Within ten (10) business days of its receipt, the receiving Party shall acknowledge receipt of the Unbundled Element Bona Fide Request.
5. Except under extraordinary circumstances, within thirty (30) days of its receipt of the Unbundled Element Bona Fide Request, the receiving Party shall provide to the requesting Party a preliminary analysis of the Unbundled Element Bona Fide Request. The preliminary analysis shall confirm that the receiving Party will offer access to the Unbundled Element or will provide a detailed explanation that access to the Unbundled Element is not technically feasible and/or that the request does not qualify as a Unbundled Element that is required to be provided under the state or federal rules.
6. If the receiving Party determines that the Unbundled Element Bona Fide Request is technically feasible, it shall promptly proceed with developing the Unbundled Element Bona Fide Request as soon as it receives written authorization from the requesting Party. When it receives such authorization, the receiving Party shall promptly develop the requested services, determine their availability, calculate the applicable prices and establish installation intervals.
7. Unless the Parties expressly agree otherwise, the Unbundled Element Bona Fide Request must be priced in accordance with FCC rules based upon the "Act".
8. As soon as feasible, but not more than sixty (60) days after its receipt of authorization to proceed with developing the Unbundled Element Bona Fide Request, the receiving Party shall provide to the requesting Party a Unbundled

**Exhibit 14.0 (Page 2 of 2)**

Element Bona Fide Request quote which will include, at a minimum, a description of each Unbundled Element, the availability, the applicable rates and the installation intervals.

9. Within thirty (30) days of its receipt of the Unbundled Element Bona Fide Request quote, the requesting Party must either confirm its order for the Unbundled Element Bona Fide Request pursuant to the Unbundled Element Bona Fide Request quote or petition seek relief from the appropriate regulatory body.
10. If a Party to a Unbundled Element Bona Fide Request believes that the other Party is not requesting, negotiating or processing the Unbundled Element Bona Fide Request in good faith, or disputes a determination, or price or cost quote, it may seek relief from the appropriate regulatory body.

**Exhibit 15.0**

**Interim Number Portability (INP) Cost-Recovery**

1. Business INP monthly recurring cost-recovery will be \$3.00 for the first line, including 18 call paths, and \$0.50 per additional path beginning at the 19th path.
2. Residence INP monthly recurring cost-recovery will be \$1.25 for the first line, including 6 call paths, and \$0.50 per path thereafter.
3. Business and residence non-recurring cost-recovery will \$25.00 per service order with multiple orders, lines, numbers including in a single service order only being assessed a total of one \$25.00 fee.
4. No usage fees will be applied for this capability.
5. DID cost-recovery (Future)



**Exhibit 16.0**

**Directory Assistance Rates**

1. At MFS' request, on-line access to Sprint's Directory Assistance Service for an MFS-designated Operator Bureau. Sprint will provide this capability under the most favored non-discriminatory tariff or contract rates and terms.
2. At MFS' request, unbranded Directory Assistance capability under the most favored non-discriminatory tariff or contract rates and terms for MFS currently at a total rate of \$0.25 per call.
3. At MFS' request, MFS Branded Directory Assistance capability under the most favored non-discriminatory tariff or contract rates and terms for MFS currently at a total rate of \$0.25 per call.
4. At MFS' request, Sprint will license to MFS or an MFS-designated Operator Bureau Sprint's directory database for use in providing competitive directory assistance service. Sprint will provide this capability under the most favored non-discriminatory tariff or contract rates and terms.
5. At MFS' request, Caller-optional call completion capability under the most favored non-discriminatory tariff or contract rates and terms currently at \$0.25 per completed call.



2330 Shawnee Mission Parkway  
Shawnee Mission, KS 66205

April 12, 1996

Mr. Tim Devine  
MFS  
Six Concourse Parkway, Suite 2100  
Atlanta, GA 30328-5351

Dear Tim:

Enclosed for your review and comment are Sprint Corporation's "Essential Elements for the Competitive Checklist." This document provides Sprint's positions on what is required to implement the Telecommunications Act of 1996, with respect to the 14-point competitive checklist in Section 271, which deals with the RBOC provision of interLATA services. These positions also pertain to Sections 251 and 252 of the Act concerning the obligations of incumbent local exchange carriers to open their networks to competition.

Please give me a call if you have questions or would like to discuss any issues in more detail.

I may be reached at 913-624-2261.

Sincerely,

Jack K. Burge  
National Account Manager -  
CLEC/IN/Wireless

JKB:ms

Enclosure

cc: Dean Kurtz (w/o enclosure) S/UTF/CF  
Ben Poag (w/o enclosure) S/UTF/CF  
Earl Bishop (w/o enclosure) Mid-Atlantic



P.O. Box 11315  
Kansas City, MO 64112  
Telephone: (913) 624-8411  
Fax: (913) 624-8426

D. Wayne Peterson  
President  
Local Telecommunications Division

April 8, 1996

TO:	D. L. Cross	J. D. Kelley	S. L. McMahon
	M. B. Fuller	W. E. McDonald	R. W. Osler
	D. M. Jett		

RE: Essential Elements for the Competitive Checklist

Enclosed is Sprint Corporation's "Essential Elements for the Competitive Checklist." This document provides the official Sprint policy positions on what is required to implement the Telecommunications Act of 1996, with specific reference to the 14-point competitive checklist in Section 271 which deals with RBOC provision of interLATA services. These positions also pertain to Sections 251 and 252 of the Act concerning the obligations of incumbent local exchange carriers to open their networks to competition. This checklist supersedes my September 6, 1995 transmittal of the baseline policy statements developed last year as Sprint's "Essential Elements of Local Competition."

This checklist was developed jointly by local and long distance policy experts with direct input, involvement and direction from Sprint's Corporate Executive Group. Consistent representations and advocacy of these positions in all forums are imperative. Questions concerning this checklist may be directed to Alan Sykes at 913/624-2475 or Jim Sichtler on Alan's staff at 913/624-2479.

Sincerely,

A handwritten signature in cursive script that reads "Wayne".

D. Wayne Peterson

DWP/ss

Enclosures



cc: OTC Vice Presidents - Regulatory  
OTC Vice Presidents - Legal  
OTC Vice Presidents - Government Affairs  
OTC Vice Presidents - Finance  
OTC Vice Presidents - Carrier  
OTC Vice Presidents - Consumer Markets  
OTC Vice Presidents - Business Markets  
R. T. LeMay (w/o enclosure)  
G. N. Forsee (w/o enclosure)  
J. R. Devlin (w/o enclosure)  
J. R. Hoffman  
B. H. Baranek  
J. C. Keithley  
E. A. D'Amato  
C. T. Smith  
B. H. Branyan  
L. A. Eanes  
W. C. Prout  
D. H. Brennan  
W. F. Wardwell  
J. W. Wareham  
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*J. Richard Devlin  
Executive Vice President  
General Counsel and External Affairs*

### Implementation of the Telecommunications Act of 1996 Essential Elements for the Competitive Checklist

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Sprint Corporation is firmly committed to the vision of the Telecommunications Act of 1996 "to accelerate rapidly private sector deployment of advanced telecommunications and information technologies and services to all Americans by opening all telecommunications markets to competition." While the Act provides the framework to achieve this vision, federal and state regulators and legislators will establish the implementation policies and rules that will determine how and when this vision will become reality.

The enclosed "Essential Elements for the Competitive Checklist" provides Sprint's positions on what is required by the Act. Although the enclosure specifically addresses issues with reference to the 14-point competitive checklist in Section 271 of the Act (dealing with RBOC provision of InterLATA services), Sprint's positions also pertain to Sections 251 and 252 of the Act concerning obligations of incumbent local exchange carriers to open their networks to competition.

Because Sprint is the nation's third largest long distance company, as well as the local telephone company for over six million customers in rural, suburban and urban markets in nineteen states, Sprint brings a unique perspective on how the Act should be implemented. Sprint's interests are in policies and rules that achieve local competition quickly without placing unfair restrictions or unreasonable economic burdens on incumbent local telephone companies. We believe our recommendations fairly balance the conflicting interests of the industry participants while permitting rapid achievement of meaningful competition.

As the Essential Elements make clear, Sprint urges the adoption of aggressive rules and policies to promote facilities-based competition. Sustained price competition and deployment of advanced services or features are likely to be realized only if alternative networks are constructed. Thus, in implementing the wholesale rate requirement for resale, "avoided costs" should not be

defined so expansively as to create an artificial market for resale and deter the construction of alternative networks.

Most importantly, the Telecom Act of 1996 and the enclosed Essential Elements require a fundamental change in the pricing of basic local exchange and exchange access services. The Act requires cost-based, nondiscriminatory pricing of interconnection and unbundled network elements, which is inconsistent with current pricing for exchange access, a form of interconnection. Current local service prices are based on an historical system of implicit and explicit subsidies and residual pricing that cannot be reconciled with the Act.

Sprint urges that regulators quickly develop comprehensive approaches to allow cost-based, nondiscriminatory rates. We recommend increasing the subscriber line charge, moving carrier common line charges to a per line recovery charge, phasing down the residual interconnection charge, and adopting an explicit competitively-neutral universal service subsidy system based upon the Benchmark Cost Model. Sprint supports a reasonably short transition to address potential price dislocations and avoid rate shock. However, strict adherence with cost-based, nondiscriminatory pricing requirements is needed to comply with the Section 271 competitive checklist.

Sprint looks forward to the opportunity to discuss these points in more detail.

  
J. Richard Devlin

April 4, 1996



**ESSENTIAL ELEMENTS FOR THE  
COMPETITIVE CHECKLIST**

*Sprint Corporation*



## **ESSENTIAL ELEMENTS FOR THE COMPETITIVE CHECKLIST**

The Telecommunications Act of 1996 (Act) requires state and Federal Communications Commission (FCC) review of Bell Operating Company (BOC) compliance with a comprehensive checklist before BOCs are allowed to provide in-region interLATA long distance. Whether the Act results in actual local telephone competition will depend in large measure upon whether this checklist is followed and enforced. If the BOCs forthrightly comply with all of the requirements to open local telephone markets to competition, the promise of competition will be realized. This paper describes what Sprint believes are essential policies for implementing the 14 checklist items contained in Section 271(c)(2)(B):

1. Interconnection in accordance with the requirements of sections 251(c)(2) and 252(d)(1).
2. Nondiscriminatory access to network elements in accordance with the requirements of sections 251(c)(3) and 252(d)(1).
3. Nondiscriminatory access to the poles, ducts, conduits, and rights-of-way owned or controlled by the Bell operating company at just and reasonable rates in accordance with the requirements of section 224.
4. Local loop transmission from the central office to the customer's premises, unbundled from local switching or other services.
5. Local transport from the trunk side of a wireline local exchange carrier switch unbundled from switching or other services.
6. Local switching unbundled from transport, local loop transmission, or other services.
7. Nondiscriminatory access to: (I) 911 and E911 services; (II) directory assistance services to allow the other carrier's customers to obtain telephone numbers; and (III) operator call completion services.
8. White pages directory listings for customers of the other carrier's telephone exchange service.
9. Until the date by which telecommunications numbering administration guidelines, plan, or rules are established, nondiscriminatory access to telephone numbers for assignment to the other carrier's telephone exchange service customers. After that date, compliance with such guidelines, plan, or rules.
10. Nondiscriminatory access to databases and associated signaling necessary for call routing and completion.
11. Until the date by which the Commission issues regulations pursuant to section 251 to require number portability, interim telecommunications number portability through remote call forwarding, direct inward dialing trunks, or other comparable arrangements, with as little impairment of functioning, quality, reliability, and convenience as possible. After that date, full compliance with such regulations.
12. Nondiscriminatory access to such services or information as are necessary to allow the requesting carrier to implement local dialing parity in accordance with the requirements of section 251(b)(3).
13. Reciprocal compensation arrangements in accordance with the requirements of section 252(d)(2).
14. Telecommunications services are available for resale in accordance with the requirements of sections 251(c)(4) and 252(d)(3).

**Checklist Item 1.** "Interconnection in accordance with the requirements of sections 251(c)(2) and 252(d)(1)."

*The Act Requires that all incumbent local exchange carriers (LECs) must allow interconnection to their networks: (1) for exchange service and exchange access; (2) at any technically feasible point; (3) that is at least equal in quality to what the local exchange carrier gives itself, its affiliates, or anyone else; and (4) on rates terms and conditions that are just, reasonable, and nondiscriminatory. (251(c)(2)) An interconnection, service, or network element provided under an approved agreement shall be made available to any other requesting telecommunications carrier upon the same terms and conditions as those provided in the agreement. (252(i)) Prices for interconnection shall be based on cost (without reference to any rate-based proceeding) and be nondiscriminatory, and may include a reasonable profit. (252(d)(1))*

**Sprint's Recommendations**

- Interconnection at switching points is technically feasible.  
It should be presumed that interconnection at switching points is technically feasible.
- Interconnection requests should be clearly defined.  
For interconnection requests at any other points, requesting telecommunications carriers should have the obligation to define where they want to interconnect with sufficient detail to permit negotiations.
- Incumbent LECs must prove a requested interconnection is not technically feasible.  
Incumbent local exchange carriers have the burden of proof if they believe that a requested interconnection is not technically feasible.
- Once provided, an interconnection should be presumed to be technically feasible.  
Once an interconnection is made available by an incumbent local exchange carrier, it should be presumed that it is technically feasible for other incumbent local exchange carriers, using like technology, to also provide the interconnection.
- There should be no discrimination in the interconnections allowed.
  - An incumbent local exchange carrier should allow requesting telecommunications carriers the same technical interconnections that it uses for itself or its affiliates, or allows anyone else. If this is not technically feasible, the incumbent local exchange carrier should instead provide interconnections that are at least equal in quality from the perspectives of the customer and requesting carrier.
  - Incumbent local exchange carriers should not refuse to provide an interconnection arrangement simply because they believe that it is not economically feasible. Parties should negotiate how costs of providing an interconnection will be recovered, including the option of subsequent price decreases if additional telecommunications carriers later contribute to cost recovery by purchasing the same interconnection arrangement.



• Prices should be cost-based.

- » Prices for interconnection should be based on total service long run incremental cost (i.e., all the costs caused by the interconnection), including the cost of capital (i.e., profit), plus a reasonable contribution to joint and common costs. The level of contribution to joint and common costs should be a uniform loading that is reflective of an economically efficient local exchange carrier, but not to exceed 15%. The profit level should be the most recent authorized intrastate rate of return or prescribed interstate rate of return.
- » Price structures should allow telecommunications carriers to interconnect in an efficient manner.
- » Incumbents should impute in the aggregate the same interconnection charges as are charged to their competitors, plus the costs of other services and functionalities actually used by the incumbent. It is recognized that services targeted for universal service may not pass an imputation test absent explicit universal service support.
- » Full prices should not be charged for interconnections that are of a lesser quality than those the incumbent uses itself.
- » There should be no restrictions on how interconnections can be used. All telecommunications carriers have the right to request and purchase interconnection and to use the interconnection for any telecommunications service.

• Incumbent LECs must provide cost-based exchange access prices to satisfy the competitive checklist.

- » The Act sets up a conflict between interconnection prices which must be cost-based, and prices for exchange access (a form of interconnection) which are not cost-based. Current access prices are priced significantly above cost because of historic subsidies, the use of fully distributed cost, and the use of residual ratemaking to price basic local exchange services. The FCC and state commissions should revamp existing access pricing policies and implement an aggressive transition to cost-based access prices. Specifically, this policy should include rebalancing prices, increasing the subscriber line charge, moving carrier common line charges to a per-line recovery charge, phasing down the residual interconnection charge, and adopting an explicit competitively-neutral universal service subsidy system based on the Benchmark Cost Model. Regulators should not consider this checklist item to be completed until access prices are cost-based.
- » During a commission-mandated transition to cost-based prices for exchange access, the lack of use restrictions on interconnection should not be used to avoid paying exchange access prices.

- *Incumbent LECs should provide electronic interfaces for interconnection.*

Electronic bonding is critical for nondiscriminatory interconnection. Regulators should require incumbent local exchange carriers to provide other telecommunications carriers with electronic interfaces to systems for provisioning, trouble reporting, ordering, facility assignment and control, and other functions necessary to ensure that other telecommunications carriers are unimpeded in their ability to provide their services. It is recognized that such integration is not without cost and time requirements, but the competitive checklist cannot be satisfied absent such integration. Read-only access is not sufficient for most systems.

**Checklist Item 2.** "Nondiscriminatory access to network elements in accordance with the requirements of sections 251(c)(3) and 252(d)(1)."

*The Act Requires that all incumbent local exchange carriers must provide, to any requesting telecommunications carrier for the provision of a telecommunications service, 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. These unbundled network elements will be provided in a manner that allows carriers to combine the elements in order to provide the telecommunications service. (251(c)(3)) A network element is a facility or equipment used in the provision of a telecommunication service, including features, functions, and capabilities such as subscriber numbers, databases, signaling systems, and information sufficient for billing and collection, or used in transmission, routing, or provision of a telecommunications service. (3(a)(45)) In determining which network elements will be made available, the FCC shall consider, at a minimum, whether (A) access to network elements that are proprietary is necessary and (B) whether failure to provide access to these network elements would impair the ability of a carrier to provide the services it wishes. (251(d)(2)) Prices shall be based on cost (without reference to any rate-based proceeding) and be nondiscriminatory, and may include a reasonable profit (252(d)(1)) As part of their competitive checklist, BOCs are required to unbundle loop transmission, trunk side local transport, and local switching. (271(c)(2)(B)(iv)-(vi))*

**Sprint's Recommendations**

- Loop, switch, and transport unbundling is technically feasible.  
All incumbent local exchange carriers should provide unbundled local loop transmission, trunk side local transport, and local switching.
- Requests for network elements should be clearly defined.  
Telecommunications carriers requesting other network elements should have the obligation to define the elements they want with sufficient detail to permit negotiations.
- Network elements are not the same as retail services for pricing purposes.  
A service offered at retail to customers who are not telecommunications carriers and available for resale (for example, a custom calling feature) should not be considered a network element. Elements that have been unbundled, such as unbundled loop transmission, local transport, and local switching, are network elements and are not retail services. Wholesale prices for retail services should be developed in accordance with Section 252(d)(3).
- Incumbent LECs must prove a requested network element is not technically feasible.  
Incumbent local exchange carriers should have the burden of proof if they believe that a requested network element is not technically feasible.



- ▶ **There should be no discrimination in the provision of network elements.**
  - » If a requested network element is not technically feasible, incumbent local exchange carriers should be required to provide capabilities that, from the perspectives of the customer and requesting carrier, are reasonably comparable in quality and function to the requested network element.
  - » Incumbent local exchange carriers should not refuse to provide a network element simply because they believe that it is not economically feasible. Parties should negotiate how costs of providing a network element will be recovered, including the option of subsequent price decreases if additional telecommunications carriers later contribute to cost recovery by purchasing the same network element.
- ▶ **Once provided, a network element should be presumed to be technically feasible.**

Once a network element is made available by an incumbent local exchange carrier, it should be presumed that it is technically feasible for other incumbent local exchange carriers, using like technology, to also provide the network element.
- ▶ **Prices for network elements should be cost-based.**
  - » The price for a network element should be based on total service long run incremental cost, including the cost of capital, plus a reasonable contribution to joint and common costs. The level of contribution to joint and common costs should be a uniform loading that is reflective of an economically efficient local exchange carrier, but not to exceed 15%. The profit level should be the most recent authorized intrastate rate of return or prescribed interstate rate of return.
  - » Prices for network elements may be geographically deaveraged; for example, according to high cost, medium cost, and low cost exchanges. In addition, prices for loop transmission may vary according to bands that reflect distance from central offices.
  - » Price structures should allow telecommunications carriers to use these network elements in an efficient manner.
  - » Incumbents should impute in the aggregate the same charges as are paid by their competitors, plus the costs of other services and functionalities actually used by the incumbent. It is recognized that services targeted for universal service may not pass an imputation test absent explicit universal service support.
  - » Full prices should not be charged for network elements that are of a lesser quality than those the incumbent uses itself.
  - » There should be no restrictions on how network elements can be used. All telecommunications carriers should have the right to request and purchase network elements and to use the elements for providing any telecommunications service.

- Because network element prices are cost-based, incumbent LECs should not receive exchange access payments on unbundled network elements.

Access payments, to the extent that there are any, should go to the carrier that is paying for the network facilities. For example, if a carrier has purchased unbundled local loop transmission, or purchased unbundled local loop transmission, local switching, and local transport at cost-based prices, the incumbent local exchange carrier that is providing the unbundled facilities should not receive access payments for exchange access over the facilities.

- Incumbent LECs must provide cost-based exchange access prices to satisfy the competitive checklist.

The Act sets up a conflict between network element prices which must be cost-based, and exchange access prices which are not cost-based. The FCC and state commissions should revamp existing access pricing policies and implement an aggressive transition to cost-based access prices according to the policy described for interconnection. Regulators should not consider this checklist item to be completed until access prices are cost-based.

- Incumbent LECs should provide electronic interfaces for network elements.

Electronic bonding is critical for nondiscriminatory access to network elements. Regulators should require incumbent local exchange carriers to provide other telecommunications carriers with electronic interfaces to systems for provisioning, trouble reporting, ordering, facility assignment and control, and other functions necessary to ensure that other telecommunications carriers are unimpeded in their ability to provide their services. It is recognized that such integration is not without cost and time requirements, but the competitive checklist cannot be satisfied absent such integration. Read-only access is not sufficient for most systems.

**Checklist Item 3.** "Nondiscriminatory access to the poles, ducts, conduits, and rights-of-way owned or controlled by the Bell operating company at just and reasonable rates in accordance with the requirements of section 224."

*The Act Requires each local exchange carrier to afford nondiscriminatory access to the poles, ducts, conduits, and rights-of-way to competing providers of telecommunications services, but they may deny access for reasons of safety, reliability, and generally applicable engineering purposes. (251(b)(4), 224(f)) Within two years, the FCC must prescribe regulations for charges for pole attachments used by telecommunications carriers (not incumbent local exchange carriers) to provide telecommunications services, when the parties fail to agree. Charges must be just, reasonable, and nondiscriminatory. (224(a)(5), (e)(1)) Pole attachment charges shall include costs of usable space and other space. (224(d)(1)-(3), (e)(2)) Duct and conduit charges shall be no greater than the average cost of duct or conduit space. (224(d)(1)) A utility must impute and charge affiliates its pole attachment rates. (224(g))*

**Sprint's Recommendations**

- **LECs should provide competitors access to poles, ducts, conduits, and rights-of-way.**  
Access to poles, ducts, conduits, and rights-of-way should be provided unless the local exchange carrier demonstrates that generally accepted standards for safety, reliability, or engineering make access unfeasible. If capacity is not available and the local exchange carrier has no plans to add capacity, but the local exchange carrier chooses to construct capacity at the request of a competitor, then special construction charges should apply.
- **Access should be nondiscriminatory.**  
A local exchange carrier should provide competitors access to poles, ducts, conduits, and rights-of-way on the same terms and conditions that it affords itself and/or its affiliates.
- **Prices should be cost-based.**  
Prices should be based on an appropriate measurement of the use of the facility or right-of-way and should include a reasonable amount of profit. The profit level should be the most recent intrastate authorized rate of return or prescribed interstate rate of return.
- **Terms and conditions should be set out in tariffs and contracts.**  
Tariffs should be filed for pole attachments. Contracts should be used for access to ducts, conduits, and rights-of-way. Contract terms, conditions, and prices should be available to other telecommunications carriers for the same facilities and rights-of-way.



**Checklist Item 4.** "Local loop transmission from the central office to the customer's premises, unbundled from local switching or other services."

*The Act Requires that BOCs unbundle loop transmission. (271(c)(2)(B)(iv)) This is to be provided at any technically feasible point and in a way that is nondiscriminatory, including rates, terms, and conditions that are just, reasonable, and nondiscriminatory. Unbundled network elements will be provided in a manner that allows carriers to combine the elements in order to provide the telecommunications service. (251(c)(3)) In determining which network elements will be made available, the FCC shall consider, at a minimum, whether (A) access to network elements that are proprietary is necessary and (B) whether failure to provide access to these network elements would impair the ability of a carrier to provide the services it wishes. (251(d)(2)) Prices shall be based on cost (without reference to any rate-based proceeding) and be nondiscriminatory, and may include a reasonable profit. (252(d))*

### **Sprint's Recommendations**

- **Loops provide transmission between a central office and the customer's location.**  
Local loop transmission means non-switched transmission between a central office and the customer's location. The customer location may be the premises of another telecommunications carrier.
- **Prices should be cost-based.**  
Prices for local loop transmission should be cost-based. The pricing and cost standards are the same as those for network elements. Consistent with the policy for network elements, there should be no restrictions on how local loop transmission can be used.
- **Incumbent LECs should provide electronic interfaces for network elements.**  
Electronic bonding is critical for nondiscriminatory access to network elements such as local loop transmission. Regulators should require incumbent local exchange carriers to provide other telecommunications carriers with electronic interfaces in accordance with the policy described for network elements. Read-only access is not sufficient for most systems.

Checklist Item 5. "Local transport from the trunk side of a wireline local exchange carrier switch unbundled from switching or other services."

*The Act Requires that BOCs unbundle trunk side local transport. (271(c)(2)(B)(v)) This is to be provided at any technically feasible point and in a way that is nondiscriminatory, including rates, terms, and conditions that are just, reasonable, and nondiscriminatory. Unbundled network elements will be provided in a manner that allows carriers to combine the elements in order to provide the telecommunications service. 251(c)(3)) In determining which network elements will be made available, the FCC shall consider, at a minimum, whether (A) access to network elements that are proprietary is necessary and (B) whether failure to provide access to these network elements would impair the ability of a carrier to provide the services it wishes. (251(d)(2)) Prices shall be based on cost (without reference to any rate-based proceeding) and be nondiscriminatory, and may include a reasonable profit. (252(d))*

Sprint's Recommendations

- Local transport provides transmission from the trunk side of a switch to a telecommunications carrier's facilities.

Trunk side local transport means transmission from the trunk side of a switch to a telecommunications carrier's facilities. Local transport does not include switching. Tandem switching should be unbundled from transmission.

- Prices should be cost-based.

Prices for local transport should be cost-based. The pricing and cost standards are the same as those for network elements. Consistent with the policy for network elements, there should be no restrictions on how local transport can be used.

- Incumbent LECs should provide electronic interfaces for network elements.

Electronic bonding is critical for nondiscriminatory access to network elements such as local transport. Regulators should require incumbent local exchange carriers to provide other telecommunications carriers with electronic interfaces in accordance with the policy described for network elements. Read-only access is not sufficient for most systems.

**Checklist Item 6.** "Local switching unbundled from transport, local loop transmission, or other services."

*The Act Requires that BOCs unbundle local switching. (271(c)(2)(B)(vi)) This is to be provided at any technically feasible point and in a way that is nondiscriminatory, including rates, terms, and conditions that are just, reasonable, and nondiscriminatory. Unbundled network elements will be provided in a manner that allows carriers to combine the elements in order to provide the telecommunications service. (251(c)(3)) In determining which network elements will be made available, the FCC shall consider, at a minimum, whether (A) access to network elements that are proprietary is necessary and (B) whether failure to provide access to these network elements would impair the ability of a carrier to provide the services it wishes. (251(d)(2)) Prices shall be based on cost (without reference to any rate-based proceeding) and be nondiscriminatory, and may include a reasonable profit. (252(d))*

**Sprint's Recommendations**

- ▶ **Local switching routes exchange service and exchange access traffic.**  
Local switching means the end-office switching of exchange service and exchange access traffic.
- ▶ **Prices should be cost-based.**  
Prices for local switching should be cost-based. The pricing and cost standards are the same as those for network elements. Consistent with the policy for network elements, there should be no restrictions on how local switching can be used.
- ▶ **Incumbent LECs should provide electronic interfaces for network elements.**  
Electronic bonding is critical for nondiscriminatory access to network elements such as local switching. Regulators should require incumbent local exchange carriers to provide other telecommunications carriers with electronic interfaces in accordance with the policy described for network elements. Read-only access is not sufficient for most systems.



Checklist Item 7. "Nondiscriminatory access to: (I) 911 and E911 services; (II) directory assistance services to allow the other carrier's customers to obtain telephone numbers; and (III) operator call completion services."

*The Act Requires that access or interconnection provided or generally offered by a BOC to other telecommunication carriers must include nondiscriminatory access to (I) 911 and E911 service; (II) directory assistance service to allow the other carrier's customers to obtain telephone numbers; and (III) operator call completion services. (271(c)(2)(B)(vii))*

**Sprint's Recommendations**

- All telecommunications carriers should have the same access as incumbent LECs.
  - » All telecommunications carriers should have access to incumbent local exchange carriers' 911, E911, directory assistance, and operator call completion capabilities on the same terms and conditions as enjoyed by the incumbent local exchange carriers.
  - » All telecommunications carriers should be allowed to have their telephone numbers included in directory assistance, line information database (LIDB), and other operator services at the same price, terms, and conditions as does the incumbent.
- Resale prices should include population of the databases and access to the services.
  - » When a telecommunications carrier buys a service for resale, the wholesale service should include populating the databases associated with the retail services with data on the reseller's customers.
  - » Retail local exchange service includes access to: (I) 911 and E911 service; (II) directory assistance service to allow the other carrier's customers to obtain telephone numbers; and (III) operator call completion services. When a telecommunications carrier buys local exchange service for resale, the wholesale service should include access to these services.
- Access to these databases should be nondiscriminatory.

Access to these databases should be available on a nondiscriminatory basis at the same price, terms, and conditions as the incumbent local exchange carrier.

**Checklist Item 8.** "White pages directory listings for customers of the other carrier's telephone exchange service."

*The Act Requires that access or interconnection provided or generally offered by a BOC to other telecommunication carriers must include white pages directory listings for customers of the other carrier's telephone exchange service. (271(c)(2)(B)(viii))*

## **Sprint's Recommendations**

- **Incumbent LECs' directories should include other carriers' customers.**
  - » All telecommunications carriers should be allowed to have their customers' telephone numbers included in the incumbent local exchange carriers' telephone directories. These listings should be equal in price, functionality, and quality to the incumbent's listings.
  - » Incumbent local exchange carriers' white page listings should include all other carriers' customers (except those customers that desire not to be so listed) residing in the incumbent's serving area. These listings should be identical to, and fully integrated and interfiled with, the white page listings provided to the incumbent's customers.
- **Listings should be nondiscriminatory.**
  - » The same listing formats, terms and conditions, and prices related to the listing that the incumbent uses should be available to all carriers.
  - » Listings should not contain any notation, symbol or other information which identifies that the customer is taking service from another carrier unless the carrier requests a special identification for its customers and this special identification is technically feasible. This enhancement should be available to all carriers at the same price, terms, and conditions.
  - » White pages informational sections should be made available to all carriers on a nondiscriminatory basis at the same price, terms, and conditions.
- **White pages distribution should be nondiscriminatory.**

The incumbent local exchange carrier should allow its channel of distribution to be used to deliver copies of the incumbent's white pages directories to other carriers' consumers that are located in the incumbents' local service area. This should be available at the same price, terms, and conditions as the incumbent uses for itself.
- **Access to yellow pages should be nondiscriminatory.**

Other carriers' customers should have access to incumbent local exchange carriers' yellow pages directory at the same terms and conditions as are available to the incumbent's other customers.

- Carriers should be allowed to license.  
Incumbent local exchange carriers and other carriers should be allowed to license all listing information contained within directories service. Carriers should be compensated for such use based on a reasonable and nondiscriminatory amount.
- Carriers should be held harmless for errors and omissions.  
Liability limitation relating to directory errors and omissions should be offered through a satisfactory hold harmless agreement from all carriers.
- White pages should be included in the wholesale service.  
Retail local exchange service includes directory services. When a telecommunications carrier buys a service for resale, the wholesale service should include these directory services.



**Checklist Item 9.** "Until the date by which telecommunications numbering administration guidelines, plan, or rules are established, nondiscriminatory access to telephone numbers for assignment to the other carrier's telephone exchange service customers. After that date, compliance with such guidelines, plan, or rules."

*The Act Requires the FCC to create or designate one or more impartial entities to administer telecommunications numbering and to make numbers available on an equitable basis. The FCC has exclusive jurisdiction over the U.S. portion of the North American Number Plan, but may delegate any or all jurisdiction to State commissions or other entities. (251(e)(1)) BOCs are required to provide nondiscriminatory access to telephone numbers for assignment by other carriers until telecommunications numbering administration guidelines, plan, or rules are established. Once these guidelines, plans, or rules are established, BOCs must comply with them. (271(c)(2)(B)(ix))*

### **Sprint's Recommendations**

- ▶ **Access to telephone numbers should be nondiscriminatory.**
  - » All carriers should have equal and non-discriminatory access to sufficient blocks of telephone numbers to offer service.
  - » Numbering policy must be broadly developed and administered in a competitively neutral manner. The incumbent local exchange carrier must not be able to control the administration and assignment of numbering resources. NPA assignments must be handled in a neutral and non-discriminatory manner.
- ▶ **The North American Numbering Council (NANC) should select the number administrator.**

The FCC has already established the NANC and given it the responsibility of selecting a neutral third party to administer number assignment. Sprint supports these efforts and has offered a representative to the NANC.
- ▶ **Spare numbers should be pooled when technically and administratively feasible.**

Although pooling of spare numbers is an efficient means to help conserve the numbering resource, until it is technically and administratively feasible to have multiple central offices serve the same NXX (i.e., location portability), pooling of spare numbers would only be an administrative burden. When location portability is feasible, then Sprint would support pooling of numbers.

- Service order procedures should be nondiscriminatory.
  - » Each incumbent local exchange company should immediately establish a neutral point of contact for other telecommunications carriers to obtain telephone numbers. The contact would obtain a telephone number and return it to the other telecommunications carrier on the firm order confirmation. Numbers could be provisioned immediately, or assigned as a block of numbers similar to cellular carriers.
  - » Number administrators, including incumbent local exchange carriers, should develop means for electronic access to telephone number assignments so that number assignments are not tied to number administrators' hours of operation. Industry forums should establish the procedures.

**Checklist Item 10.** "Nondiscriminatory access to databases and associated signaling necessary for call routing and completion."

*The Act Requires that access or interconnection provided or generally offered by a BOC to other telecommunication carriers shall include nondiscriminatory access to databases and associated signalling necessary for call routing and completion. (271(c)(2)(B)(x)) In determining which of these network elements will be made available, the FCC shall consider, at a minimum, whether (A) access to network elements that are proprietary is necessary and (B) whether failure to provide access to these network elements would impair the ability of a carrier to provide the services it wishes. (251(d)(2)) Prices of network elements shall be based on cost (without reference to any rate-based proceeding) and be nondiscriminatory, and may include a reasonable profit. (252(d)(1))*

**Sprint's Recommendations**

- **Competitors should be allowed nondiscriminatory access to databases.**  
Telecommunications carriers should be allowed to have access to directory assistance, LIDB, Advanced Intelligent Network (AIN), 800, and other databases and have access to such resources equal in price, functionality, and quality as do incumbent local exchange carriers.
- **Interconnection should be seamless.**  
Incumbent local exchange carriers should provide other telecommunications carriers with interconnections that give these carriers seamless integration into and use of the incumbents' signalling and interoffice networks. This seamless integration should be equivalent to that of the incumbents. For example, the other telecommunications carriers should have real time electronic access to databases.
- **Prices should be cost-based.**  
Prices for databases and signaling should be cost-based. The pricing and cost standards are the same as those for network elements.



**Checklist Item 11.** "Until the date by which the Commission issues regulations pursuant to section 251 to require number portability, interim telecommunications number portability through remote call forwarding, direct inward dialing trunks, or other comparable arrangements, with as little impairment of functioning, quality, reliability, and convenience as possible. After that date, full compliance with such regulations."

*The Act Requires all local exchange carriers to provide number portability, to the extent feasible, and in accordance with the FCC's requirements. (251(b)(2)) Number portability allows customers to retain, at the same location, their existing telecommunications numbers without impairment of quality, reliability, or convenience when switching from one telecommunications carrier to another. (3(a)(46)) Until the date that the FCC establishes for number portability, BOCs are required to provide interim number portability through remote call forwarding, direct inward dialing trunks, or other comparable arrangements, with as little impairment of functioning, quality, reliability, and convenience as possible. BOCs must fully comply with all FCC number portability regulations. (271(c)(2)(B)(xi))*

#### **Sprint's Recommendations**

- ▶ **The definition of number portability should evolve as technology and markets dictate.**  
The definition of number portability should include service provider only at this time. Location routing number architecture should be used for true number portability. Other portability, including location and service, should be phased-in as technology and markets dictate.
- ▶ **Remote Call Forwarding (RCF) should be the method of interim number portability.**  
RCF should be the method used for interim number portability. However, other methods, such as direct inward dialing and Local Exchange Routing Guide (LERG) reassignment, may be appropriate in limited circumstances.
- ▶ **Interim number portability does not promote competition.**
  - ▶ Significant disadvantages are imposed on competitors by interim number portability. Thus, the FCC should act aggressively in this area. The FCC should order true local number portability to be implemented by December 31, 1997, in the top 100 metropolitan statistical areas (MSAs). True local number portability should be implemented in the next 135 MSAs by December 31, 1999. The remaining areas should implement true local number portability upon a bona fide request after December 31, 1999. The FCC should initiate a proceeding to determine cost recovery issues with local number portability.
  - ▶ Interim number portability pricing should provide an economic incentive to incumbent local exchange carriers to develop and implement true number portability. Interim number portability should be priced as a network element, but with a discount because of the lack of parity. This discount should be the same 15% discount provided for inferior exchange access during the transition to equal access.

**Checklist Item 12.** "Nondiscriminatory access to such services or information as are necessary to allow the requesting carrier to implement local dialing parity in accordance with the requirements of section 251(b)(3)."

*The Act Requires that access or interconnection provided or generally offered by a BOC to other telecommunication carriers shall include nondiscriminatory access to such services or information as are necessary to allow the requesting carrier to implement local dialing parity in accordance with 251 (b)(3). (271(c)(2)(B)(xii)) All local exchange carriers have the duty to provide dialing parity to competing providers of telephone exchange service and telephone toll service, and the duty to permit all such providers to have nondiscriminatory access to telephone numbers, operator services, directory assistance, and directory listing, with no unreasonable dialing delays. (251(b)(3))*

### **Sprint's Recommendations**

- **Interconnections should allow seamless calling.**  
Competing networks should be interconnected so that customers can seamlessly receive calls that originate on another carrier's network and place calls that terminate on another carrier's network without dialing extra digits, paying extra, or doing anything out of the ordinary.
- **Call routing capabilities should be nondiscriminatory.**
  - » Competitors to incumbent local exchange carriers should have control over the routing of all N11 numbers (except for 911) for their customers. These N11 numbers include 411, 611, and 811.
  - » These competitors should also have control over the routing of all 0-, 0+ local, and directory assistance numbers (e.g., 1-555-1212).

**Checklist Item 13.** "Reciprocal compensation arrangements in accordance with the requirements of section 252(d)(2)."

*The Act Requires that all local exchange carriers must establish reciprocal compensation arrangements for transport and termination of telecommunications traffic. (251(b)(5)) The terms and conditions shall allow each carrier to cover its additional costs of terminating the traffic, including offsetting of reciprocal obligations such as bill-and-keep. Commissions may not engage in any rate proceedings nor require record keeping to determine the additional costs of the calls. (252(d)(2))*

**Sprint's Recommendations**

- Permanent solutions should be flat-rated, capacity-based, charges that are cost-based.
  - » Prices for reciprocal compensation should be flat-rated, capacity-based port charges. If the interconnecting carriers agree, these prices may be combined with interconnection into a single, flat-rated charge.
  - » Incumbent local exchange carriers' prices for the interconnection portion should be based on the interconnection price and cost standards.
  - » Incumbent local exchange carriers' prices for call termination should be based on total service long run incremental cost. The profit level should be the most recent authorized intrastate rate of return or prescribed interstate rate of return.
  - » A non-incumbent local exchange carrier's prices for interconnection and reciprocal compensation charges should be presumed to be cost-based and should not be regulated unless this carrier develops market power. If the prices are to be regulated, non-incumbent local exchange carriers should have the option of adopting the incumbent's prices.
- Bill-and-keep is an interim solution, but may be voluntarily extended.
  - » Bill-and-keep arrangements are not a permanent solution for reciprocal compensation, but should be used for an interim period not to exceed two years from the date of each telecommunications carrier's interconnection to the incumbent local exchange carrier's local calling area. Bill-and-keep should apply only to end office usage.
  - » Local exchange carriers may mutually agree to bill-and-keep arrangements beyond the two-year interim period.



- Reciprocal compensation rules should not apply to long distance.  
Local exchange carriers should not use reciprocal compensation arrangements for the exchange of toll traffic. For example, local exchange carriers could segregate local and toll traffic to allow for separate billing, or apply factors that estimate the percent of exchanged traffic that should be billed as exchange access.
- Interconnection and reciprocal compensation should not be used to fund universal service.  
Interconnection and reciprocal compensation should not be used to collect funds for universal service.

**Checklist Item 14.** "Telecommunications services are available for resale in accordance with the requirements of sections 251(c)(4) and 252(d)(3)."

*The Act Requires that all local exchange carriers must not prohibit and not impose unreasonable or discriminatory restrictions on resale. (251(b)(1)) Incumbent local exchange carriers must offer wholesale rates for any telecommunications service that is provided at retail to customers who are not telecommunications carriers. (251(c)(4)(A)) Wholesale prices shall be based on retail prices less the marketing, billing, collection, and other costs that will be avoided by selling the service at wholesale. (252(c)(3)) State commissions may, to the extent permitted by the FCC, prohibit a reseller from buying a service available only to one category of customers and reselling it to different category of customers. (251(c)(4)(B))*

**Sprint's Recommendations**

- ▶ The only restriction should be that residential services cannot be resold to business.  
All local exchange services should be available for resale without restriction, except that residential local exchange services may not be resold to business customers.
- ▶ Unbundled network elements are not the same as retail services.  
Services that are today offered at retail (for example, local private lines which may be considered functionally equivalent to local loops), are not network elements for purposes of the Act. Such services may not simply be offered at wholesale prices to meet the requirement for unbundled network elements. The pricing of network elements must be cost-based without regard to retail prices for such functionally equivalent services.
- ▶ Avoided costs should be calculated by cost category and should recognize costs that will be incurred to provide wholesale services.
  - ▶ Avoided costs should be calculated for each category of costs that will be avoided in the provision of services at wholesale instead of retail prices. Avoided costs should recognize costs that will be incurred to implement and offer wholesale services. Avoided costs should be determined on a dollar-per-unit basis and expressed as a reduction to retail prices, rather than as a percent of retail prices.
  - ▶ Avoided costs should not be defined so broadly as to create an artificial market for resale and to thereby deter the construction of alternative networks. Sustained price competition and deployment of advanced services or features are likely to be realized only with facilities-based competition.
  - ▶ Incumbent local exchange carriers should not recover a greater share of joint and common costs from wholesale services (including interconnection and network elements purchased for use with wholesale services) than they recover from comparable retail services.

- Prices need to be rebalanced.  
Incumbent local exchange carriers' local service prices are based on public policy objectives of universal service. The introduction of local competition means, among other things, that these prices need to be rebalanced and based on costs. Wholesale prices are not economically sound if retail prices are not based on costs. To the extent that there are avoided costs (and there may be only a few), they should be reflected in wholesale prices. However, resale rates must not be determined by an arbitrary discount, because that could distort the proper economic incentives for competitors to construct alternate local networks.
- Incumbent LECs should provide electronic interfaces for use with resold telecommunications services.  
Electronic bonding is critical for nondiscriminatory resale of telecommunications services. Regulators should require incumbent local exchange carriers to provide other telecommunications carriers with electronic interfaces in accordance with the policy described for network elements. Read-only access is not sufficient for most systems.
- Incumbent LECs should continue to receive other service revenues, such as exchange access.  
The resale of a retail service does not preclude the incumbent local exchange carrier from providing other services over the same facilities. For example, if another carrier resells local exchange service, the facilities provider would still receive payment for exchange access services.
- Exchange access services should not be offered at special wholesale prices.
  - » Exchange access is not a retail service, and so should not be required to have special wholesale prices per Section 252(d)(3).
  - » Because exchange access is designed to be provided to other telecommunications carriers, not to retail customers, there are no avoided costs that would form the basis for special wholesale prices.





**SPRINT TERMS FOR  
LEC/CLEC  
INTERCONNECTION AND  
OTHER AGREEMENTS**

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

**JUNE 13, 1996**

## I. GENERAL

A. A master services agreement must be developed providing for all interconnection and electronic bonding. New contracts shall not be required as additional points of interconnection (POIs) are established, additional collocation arrangements are created, or additional electronic systems pass data to one another. Rather, schedules to the master services agreement detailing the inventory of POIs and other items subject to the master services agreement shall be updated.

B. All prices, terms and conditions offered to any carrier by ILEC shall be made available to Sprint on a most favored nation's basis and ILEC shall immediately notify Sprint of the existence of such better prices and/or terms and make the same available to Sprint effective on the date the better price and/or term became available to the other carrier.

C. ILEC term discounts may not contain discounts that reflect more than actual costs saved.

D. ILEC must not offer any volume discounts except those which reflect cost savings due to transmission facility size on ILEC facilities and on such facilities the price to each interconnecting carrier shall be equal per unit of traffic thus sharing the volume discount equally with each interconnecting carrier. (For example, a ILEC could establish loop prices reflecting underlying cost differences, but the price per loop to a customer location should not vary by volume purchased by an individual carrier.)

E. ILEC will not charge Sprint any non-recurring charges incurred as a result of ILEC implementing network redesigns/reconfigurations or electronic system redesign/reconfigurations initiated by the ILEC to its own network or systems.

F. ILEC shall not discriminate against Sprint or Sprint customers and shall provide parity treatment (as compared to its own end users or other carriers) to Sprint and Sprint customers in all regards to (by way of example and not limited to) ordering, provisioning, maintenance, call completion, pricing, numbering, restoration, directory listing, data protection, service availability, signaling, interconnection, and compensation.

G. ILEC shall protect Sprint CPNI and the CPNI of Sprint customers, including non-pub/non-list information, and shall not use this information for its own or other marketing purposes. ILEC shall not seek releases from Sprint customers for use of Sprint CPNI (e.g. access records by customer or Sprint interexchange billings performed by ILEC on behalf of Sprint).

H. ILEC and Sprint shall negotiate implementation time frames for and work cooperatively to provide all requirements where current system capabilities are limited and/or additional development or hardware deployment is required before the requirement may be met.

## II. INTERCONNECTION

A. **GENERAL REQUIREMENTS.** The ILEC shall interconnect its facilities with those of Sprint Communications Company L.P. ("Sprint") upon bona fide request at any technically feasible points within the ILEC's network that Sprint desires at rates, terms and prices that are just, reasonable and non-discriminatory, in a timely manner, and in a manner that provides Sprint with interconnection quality equal to that which the ILEC provides to itself, its affiliate or third parties.

### B. POINT OF INTERCONNECTION

1. Sprint may designate at least one POI on the ILEC's network within an ILEC calling area for the purpose of routing local traffic. Interexchange traffic may be routed via one POI per LATA. Sprint has the responsibility for providing its own facilities (1) to route calls originating on its network and terminating on the ILEC's network to its POI, and (2) to route calls originating on the ILEC's network, but terminating on its network from that carrier's POI.

2. POIs may be at any technically feasible point within the ILEC network, including, but not limited to: tandem switches, end offices switches or other wire centers. Collocation is not a requirement for establishing a POI. POIs can be established via meetpoint, collocation or other mutually agreed to methods, subject only to the limitation of technical feasibility.

3. ILEC and Sprint agree to install sufficient facilities to carry traffic (1) to route calls originating on their networks and terminating on the other carrier's network to its POI, and (2) to route calls originating on the other carrier's network, but terminating on its network from that carrier's POI, and will work cooperatively to ensure such.

4. ILEC may not impose any restrictions on traffic types delivered to/from the POI(s) but may require the development and reporting of a jurisdictional usage factor indicating local, intrastate interexchange, and interstate interexchange usage along with reasonable audit rights.

5. Sprint 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 the master service agreement.

6. Once traffic is delivered to the POI, it is the terminating carrier's responsibility to terminate the traffic to its end users or to route transit traffic to other carriers utilizing the tandem function of the carriers, (e.g., substation ILECs, CMRS carriers and IXCs). Calls should be routed or terminated using the same network, ensuring the same quality of service, as the carrier provides its own end users. Tandem and transport cost, if any, between tandem and end office shall be recovered from the originating carrier.



## C. TRUNKING

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. Carrier should have the option for either one-way or two-way trunking.
2. Local, intraLATA toll, interLATA access and other traffic should not be required to be separated across trunk groups without good technical reason.
3. Carriers should offer BXS Extended Super Frame ("ESF") facilities to each other, and make these facilities available to allow for transmission of voice and data traffic.
4. Interconnection should be available at any technically feasible point that is used in the transmission of voice, data or other types of traffic (e.g. DXCs, MDF, ATM switches, Circuit Switches, etc.)

## D. TRAFFIC TYPES

1. ILECs should provide the necessary facilities and equipment to allow for the exchange of Local Exchange, Exchange Access, Transit functions (the ILEC must provide intermediary tandem switching and transport services for Sprint's connection of its end user to a local end user of the ILEC served by a distant local switch, other CLECs, ITCs, CMRS providers and DXCs), and Other Services (the ILEC must provide connection and call routing for 911, directory assistance, and operator assistance services) between the ILEC and Sprint.

## E. SIGNALING

1. Where available, the ILEC shall provide and implement all defined and supported SS7 mandatory parameters as well as procedures that are defined in the ANSI standards. When available for its own use, the ILEC shall also provide all defined and supported optional parameters.
2. Carriers shall have the option for Multi-frequency ("MF") signaling, but only when either party does not have the technical capacity to provide SS7 facilities.
3. To the extent available in its network, the ILEC shall provide CIP (CIC within the Sprint Signaling System 7 ("SS7") call set-up signaling protocol) at no charge. At the option of Sprint, the ILEC must provide SS7 functionality via GR-394 SS7 format and/or GR-317 SS7 format.
4. The ILEC must support intercompany 64Kbps clear channel.
5. Carriers will cooperate in the exchange of TCAP messages to facilitate full inter-operability of SS7 - based features between their representative networks, including all

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

6. 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.

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

### III. BUSINESS PROCESS

A. **ORDER PROCESSING.** The ILEC and Sprint will work cooperatively to provide or establish, subject to Paragraph LH., the following:

1. The ILECs must establish dedicated CLEC ordering centers.
2. Industry standardized electronic interfaces for the exchange of ordering information must be adopted and made available using any industry standard order formats and methods that are developed, (e.g. IDD). Electronic interfaces should be established to provide access to the ILEC order processing database.
3. The ILEC is responsible for ordering facilities to terminate traffic to Sprint.
4. When two-way trunking is employed, the parties will select a mutually agreeable automated ordering process.
5. Appropriate ordering/provisioning codes should be established for each identified service and unbundled combination.
6. When combinations are ordered where the elements are currently interconnected and functional, those elements will remain interconnected and functional without any unnecessary interruption in service.
7. When Sprint purchases switching capabilities from ILEC, until such time as numbering is administered by a third party, Sprint requires the ability to obtain telephone numbers on-line from the ILEC, and to assign these numbers with the Sprint customer on-line. This includes vanity numbers. Reservation and aging of numbers remain the responsibility of the ILEC.
8. When purchasing switching capabilities, Sprint requires the ability to order all available features on that switch (e.g., calling block of 8XX, 900, 976, 700 calls by line or trunk on an individual service basis) and ILEC shall provide, as needed, high usage reports to Sprint, so that Sprint may provide any regulatory required high usage reports to its end users.
9. Sprint and the ILEC will adopt an industry standard service order/disconnect order format.
10. When necessary and available, Sprint requires the "real time" ability to schedule installation appointments with the customer on-line and access to the ILEC's schedule availability.
11. ILEC should provide "real-time" response for: firm order confirmation, due date availability/scheduling, dispatch required or not, identity of line option availability by





d. Mechanized line testing.

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

5. ILEC and Sprint shall develop an escalation process to assist in problem resolution.

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

7. Cooperative practices and processes for law enforcement and annoyance call handling must be specified. Sprint should not be charged for compliance with court ordered trap and trace, subpoenas and court ordered wire tap orders on ILEC resold lines.

8. ILEC and Sprint shall develop a process for the management of misdirected service calls.

9. The ILEC shall provide progress status reports so that Sprint 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 Sprint. Sprint will close all trouble reports with the end user.

10. A non-branded, customer-not-at-home card shall be left at the customers premises when a Sprint customer is not at home for an appointment. Sprint will provide or pay for cards used in its behalf.

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

12. Sprint shall receive prior notification of any scheduled maintenance activity performed by the local supplier that may be service affecting to Sprint local customers (i.e., cable throws, power tests, etc.).

D. BILLING

1. ILEC and Sprint 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 cycles.

2. Meet point billing arrangements should be made available to Sprint 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.
3. There should be no discrete development charges imposed on Sprint for the establishment of meet point billing arrangements.
4. Sprint and the ILEC should implement industry standard CARE records for correct provisioning and billing to DXCs.
5. Where the ILEC provides transit functions, the ILEC will prepare and transmit Inward Terminating call records for the appropriate DXC to Sprint.
6. The ILEC and Sprint will exchange the appropriate records to bill access charges to the DXC.
7. The ILEC must agree to capture inward terminating call records and send them to Sprint in an agreed upon industry standard format (e.g. EMR).
8. Sprint and ILEC agree to capture EMR records for inward terminating and outward originating calls and send them to ILEC or Sprint, as appropriate, in daily files via an agreed upon media (e.g. Network data movers (NDM)).
9. ILEC must agree to exchange test files to support implementation of meet point billing prior to live bill production.
10. When Sprint owns the end-office, the ILEC will not bill a RIC to Sprint, the DXC, or a Sprint end user for access minutes crossing the facilities of both the ILEC and Sprint.
11. The ILEC must indemnify Sprint for any fraud due to compromise of ILEC's network (e.g., Clip-on, missing information digits, missing toll restriction, etc.).

## **E. QUALITY OF SERVICE**

1. ILEC shall work cooperatively to provide Sprint provisioning, repair and maintenance support 7 days a week, 24 hours a day.
2. ILEC shall provide Sprint with at least the same intervals and level of service provided by the ILEC to itself or another party at any given time to ensure parity in treatment.
3. ILEC shall provide Sprint services on resale lines and on unbundled facilities in a manner that is timely, consistent and at parity with service provided to ILEC end users and/or other carriers.



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

5. ILEC must agree to specified design objectives on local interconnection facilities. Sprint's standard is P.01 in the busy day busy hour.

6. Sprint and ILEC must agree on a process for circuit and unbundled element provision and restoration whereby certain identified Sprint circuits will be afforded emergency treatment. General trunking and interconnection should take priority over any other non-emergency ILEC network requirement.

7. ILEC should adhere to competitive intervals for installation of POIs. The objective in no case should be longer than 30 calendar days, absent extenuating circumstances.

8. Sprint and ILEC must agree to a process to expedite network augmentations and other orders.

9. Sprint and ILEC must agree upon a mechanism whereby ILEC will improve performance when it is in breach of commission imposed or agreed upon quality-of-service standards. ILEC shall indemnify Sprint for any forfeitures or civil penalties or other regulator-imposed fines caused by ILEC failure to meet commission imposed service standards or agreed to service standards.

10. Sprint must be at parity with the ILEC (or its affiliates or third parties) in provision of unbundled elements. This must at a minimum include:

- a. Switch features at parity
- b. Treatment during overflow/congestion conditions at parity
- c. Equipment/interface protection at parity
- d. Power redundancy at parity
- e. Sufficient spare facilities to ensure provisioning, repair, performance, and availability at parity
- f. Mediation functions at parity
- g. Standard interfaces
- i. Real time access to integrated test functionality

11. Sprint and ILEC will mutually develop operating statistical process measurements that will be monitored monthly to ensure that a specific quality of service is maintained.

## F. INFORMATION

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

2. ILEC and Sprint will 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.

3. ILEC must provide and update an electronic copy of their switch Network ID Database including a complete list of features/functions by switch, NPA/NXXs, rate centers, etc.

4. the ILEC must provide a list/description of all services and features with availability 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. Sprint further requires a complete layout of the data elements that will be required to provision all such services and features.

5. The ILEC must provide detailed description of the criteria and process used for handling facility and power outages on an agreed upon severity and priority basis.

6. 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.

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

8. ILEC shall provide Sprint with a list of emergency numbers (e.g. same digit PSAP numbers, police, fire, etc.).

### **III. ACCESS TO NETWORK ELEMENTS**

#### **A. UNBUNDLED ELEMENT LIST.**

Unbundled network elements that Sprint expects to request, and that should be available in a given area after a bona fide order, include, but are not limited to, the following.

**1. LOCAL LOOP composed of:**

Network Interface Device/Unit  
Loop Distribution  
Line Concentration Device  
Loop Feeder

**2. LOCAL SWITCHING composed of:**

Line Port  
Trunk Port  
Switching  
Signaling/Database required to create or bill call path  
Recording

**3. TANDEM/TRANSIT SWITCHING**

The establishment of a temporary path between two switching offices through a third (tandem) switch.

**4. ANCILLARY SERVICES composed of:**

Operator Services  
DA  
911  
White/Yellow Pages

**5. TRANSPORT composed of:**

Dedicated Interoffice Trunks  
Common Interoffice Trunks  
Multiplexing/Digital Cross Connect

**6. DATA SWITCHING, DATA TRAFFIC AGGREGATION, AND/OR INTEGRATION ELEMENTS**



An element that provides data services (e.g., frame relay, TCP-IP, Packet, or ATM) switching, routing, or multiplexing (includes elements that terminate dial lines into modem pools and convert analog data into digital data protocols).

- B. **COMPENSATION.** All unbundled network elements and their unbundled functional components must be priced at TSLRIC plus an amount not to exceed 15% of TSLRIC representing recovery of joint and common costs.

#### **IV. ACCESS TO POLES, DUCTS, CONDUITS, RIGHT-OF-WAY**

##### **A. ACCESS**

1. Where facilities are available, ILEC must provide any telecommunications carrier requesting access with equal and non-discriminatory competitively neutral access to, by way of example and not limitation, any pole, pole attachment, duct, conduit, and ROW 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 Sprint.
2. ILEC shall allow CLEC the same access to the network interface device as it allows to end users.
3. Any ILEC having poles and/or ducts on, over or under public or private property, to the extent allowed by law, must permit the use of such facilities by any other telecommunications carrier on an equal and non-discriminatory basis.
4. 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 unreasonably restricted, withheld, or delayed.
5. ILEC should agree to take no action to intervene against, or attempt to delay, the granting of permits to Sprint for use of public ROWs or access with property owners.

##### **B. COMPENSATION**

1. Application fees should be cost based.
2. Charges shall be consistent with the provisions in the Act.

##### **C. INFORMATION**

1. ILEC should provide routine notification of changes to poles, conduits, ROW, etc., related to Sprint's network utilizing these facilities.
2. ILEC must provide access, as needed, 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.
3. 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.

## V. ACCESS TO 911, DA, OPERATOR SERVICES

### 911

#### A. GENERAL REQUIREMENTS

1. ILEC must provide interconnection to 911 selective routing switch to route calls from Sprint network to correct Public Safety Answering Point (PSAP).
2. ILEC will provide identification of default arrangements.
3. ILEC will maintain and ultimately provide an automated interface to Automatic Location Identification (ALI) database.
4. ILEC must identify any special routing arrangements to complete overflow.
5. Ultimately, ILEC must identify any requirements for emergency backup number in case of massive trunk failures.
6. ILEC must provide sufficient planning information regarding anticipated move to the use of SS7 signaling within the next 12 months.
7. ILEC must identify any special default ESN requirements.
8. ILEC must adopt NENA standards for street addressing and abbreviations.
9. ILEC 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.

- B. **QUALITY OF SERVICE.** ALI database must be updated with Sprint data in a time interval that is no longer than what is experienced by the ILEC customer's data.

#### C. INFORMATION

1. Where permitted by law, ILEC will make available to Sprint the mechanized Master Street Address Guide (MSAG) and routine updates.
2. ILEC will provide mapping of NXXs to Selective Routers and PSAPs.
3. ILEC must provide reports to identify the locations of E911 tandems with CLI codes.
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.



5. ILEC must provide access to NXX overlay maps and detailed NXX boundaries, as well as network maps to identify diversity routing for purposes of 911 service provisioning. Sprint shall not use information provided under this section for other purposes.

6. ILEC must provide reports to identify which databases cover which states or areas of the state.

7. Sprint requires and ILEC shall provide a point-of-contact for each database administrator.

8. ILEC must identify any special operator-assisted calling requirements to support 911.

#### **D. BUSINESS PROCESSES**

1. ILEC must establish an automated Access Service Request (ASR) process for 911 trunk provisioning.

2. ILEC must provide emergency restoration of all trunk or network outages on the same terms/conditions it provides itself.

3. ILEC must provide notification of any pending tandem moves, NPA splits, or scheduled maintenance outages in advance, providing enough time for Sprint to react.

4. ILEC and Sprint shall negotiate a mutual aid agreement to assist with disaster recovery planning.

5. Ultimately, ILEC must provide automated interface and access to the ALI database to enable Sprint to maintain and update records on a timely basis.

6. ILEC must implement a process to identify and correct errors to the ALI database to ensure that the accuracy of data entered by ILEC for Sprint is no less accurate than its own data. Sprint is responsible for record data provided to ILEC for entry or entered by Sprint.

7. ILEC must identify process for handling of "reverse ALI"

8. ILEC must establish process for the management of NPA splits as well as NXX splits.

9. ILEC must indemnify Sprint for ILEC-caused errors in the maintenance, updating and processing of customer information to the ALI database.

## VI. DIRECTORY ASSISTANCE

### A. GENERAL REQUIREMENTS

1. ILEC shall make Sprint's data available to anyone calling the ILEC's DA, and the ILEC's data available to anyone calling Sprint's DA.
2. ILEC should store proprietary customer information provided by Sprint in their Directory Assistance database; such information should be able to be identified by source provider in order to provide the necessary protection of Sprint or Sprint customer proprietary or protected information.
3. Sprint may limit the ILEC's use of Sprint's data to directory assistance or, pursuant to written agreement, grant greater flexibility in the use of the data after receipt of proper compensation.
4. ILEC must allow wholesale resale of DA service.
5. ILEC shall provide data and processed directory assistance feeds in accordance with agreed upon industry format.
6. Sprint should be able to buy unbundled directory database and sub databases and utilize them in the provision of its own DA service.
7. ILEC shall make available to Sprint all service enhancements on a non-discriminatory basis.
8. ILEC non-branded DA should be available to Sprint for resale. Sprint will pay any additional trunking costs necessary to obtain this service.
9. When technically feasible and requested by Sprint, ILEC should route Sprint customer DA calls to Sprint DA centers.

B. **COMPENSATION.** ILEC must place Sprint customer listings in its DA database. ILEC shall make its unbundled DA database available to Sprint. Prices should be negotiated, reasonable, and non-discriminatory with the expectation that CLEC prices will be the same as those applicable to ILEC-to-ILEC transactions.

### C. QUALITY OF SERVICE

1. End-to-End interval for updating the database with Sprint customer data must be the same as provided for the ILEC's end users.
2. ILEC shall provide an automated capability (e.g. tape transfer or other data feed) to update ILEC database for updating and inquiries.
3. ILEC and Sprint shall agree on speed-to-answer standards.

**D. BUSINESS PROCESSES**

1. The ILEC DA database must be updated and maintained with Sprint data for customers who:

- Disconnect
- Change carrier
- Install
- "Change" orders
- Are Non-Published
- Are Non-Listed
- Are Non-Published/Not Listed

2. Each carrier bills its own end-users.

3. Sprint shall be billed in CABS format.

4. ILEC and Sprint shall develop intercompany procedures to correct errors when they are identified in the database.



## VII. OPERATOR SERVICES

### A. GENERAL REQUIREMENTS

1. ILEC and Sprint shall jointly develop a process to conduct busy line verification (BLV) and emergency interrupt (EI).
2. ILEC shall allow resale of Operator Services. Until such time that ILEC may route Operator Traffic to the Operator Service provider of Sprint's choice, ILEC resold Operator Service shall be branded Sprint and ILEC operators shall be capable of quoting Sprint's rates for both Card and Operator Services functions and shall provide service that is at least at parity for services delivered to ILEC end users. To the extent that separate trunk groups are needed to provide this functionality, Sprint agrees to pay the costs of necessary trunking.
3. ILEC shall provide operator service deliverables to include the following:
  - a. Local call completion - 0+ and 0-, billed to Calling Cards, collect and third Party
  - b. Billable - Time and Charges Etc.
4. When Sprint rebrands local service but provides its own operator services, the ILEC and Sprint shall jointly develop a process to conduct BLV/EI.

## **VIII. WHITE/YELLOW PAGE DIRECTORY LISTING**

### **A. GENERAL REQUIREMENTS**

1. ILEC shall include Sprint specific information in the information pages of the directories.
2. ILEC shall publish Sprint subscriber listings in ILEC directories (main listing in White and Yellow pages).
3. ILEC shall distribute white and yellow pages to Sprint subscribers on a non-discriminatory basis.

### **B. TYPES OF DIRECTORY LISTINGS**

1. Primary White Page Listings
2. Primary Yellow Page Listing
3. Additional White Page Listings
4. Additional Yellow Page Listing
5. Non-Pub/Non-List
6. Alternate Call Listings
7. Information Listings
8. Advertising
9. Non-discriminatory List Rentals

### **C. ORDER PROCESSING**

1. Order processing procedures need to be established to update directory database on a defined, regular basis with Sprint customer information.
2. An industry standard electronic format needs to be adopted for exchange of Sprint customer data.

### **D. PROVISIONING/DISTRIBUTION**

1. Initial and secondary distribution arrangements must be available.
2. Intercompany procedures need to be established to prevent errors, and to correct them when they do occur.

3. ILEC and Publisher shall protect Non-Pub/Non-List information and not disclose it to others or use it for marketing purposes.

#### **E. BILLING**

1. At Sprint's option, the Yellow Pages advertising bill will be rendered separately to Sprint customers by publisher, and not combined on the ILEC local phone bill or shall be rendered by Sprint as agent of Publisher.

2. At Sprint's option, the Directory Publisher shall invoice Sprint subscriber directly for advertising/white page bolding or shall utilize Sprint as agent for billing these services.

#### **F. COMPENSATION**

1. Distribution and end user charges for directories should be made on the same terms and conditions as the ILEC uses for its own customers.

2. Sprint should be treated in a non-discriminatory manner and there should be no charge for inclusion of Sprint subscriber listings. Sprint should receive free service and repair information listing on a CLEC information page in ILEC directories. Additional information pages should be available for a reasonable, cost-based charge.

3. Any additional charges that are made to Sprint customers should be on the same basis as the ILEC charges its own customers.

#### **G. INFORMATION**

1. Publishing cycles and deadlines need to be provided to Sprint to ensure timely delivery of Sprint information.

2. Sprint shall provide its customer service location information if directory publisher is to deliver books. This data shall be used by ILEC/Publisher to deliver books only and not for other purposes.

3. ILEC shall provide a description of calling areas covered by each directory.



## **IX. ACCESS TO TELEPHONE NUMBERS**

**A. GENERAL REQUIREMENTS.** 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:

1. The ILEC must assign NXXs to Sprint on a non-discriminatory basis and on the same basis as to itself.
2. No restrictions should exist on ability to assign NXX per rate center.
3. ILEC testing and loading of Sprint's NXXs should be the same as its own.
4. ILEC cannot discriminate in the allocation of numbers and types of NXXs assigned to new entrants.

**B. COMPENSATION.** The ILEC must assign NXXs to new entrants without the imposition of charges that are not imposed upon itself.

**C. QUALITY OF SERVICE.** ILECs must load NXXs according to industry guidelines, including the terminating LATA in which the NXX/rate center is located.

**D. INFORMATION**

1. Until such time that number administration is moved to an independent third party, ILEC must provide to Sprint routine reporting on NXX availability, fill rates, and new assignments.

2. The ILECs must describe the details and requirements on handling NPA-NXX splits.

**X. INTERIM LOCAL NUMBER PORTABILITY VIA RCF, DID OR OTHER ARRANGEMENTS**

**A. GENERAL REQUIREMENTS.** ILEC shall immediately implement interim number portability solutions to permit end users to change to Sprint without changing their telephone numbers. Such interim solutions include remote call forwarding (RCF) and flexible Direct Inward Dialing (DID). Sprint preferred interim solution is RCF.

**B. COMPENSATION**

1. Sprint and ILEC will establish reasonable cost recovery for RCF/DID. Existing retail call forwarding rates are not considered reasonable for this purpose.

2. For Sprint facilities-based services and services built with cost-based, unbundled elements, Sprint is entitled to some terminating access charges associated with calls terminating to ported numbers assigned to Sprint subscribers. ILEC retains access charges when Sprint service is provided by a rebranded wholesale ILEC service.

**C. INFORMATION.** The data required for interim local number portability and for billing access when interim local number portability is used must be provided to Sprint.

**XI. ACCESS TO SUCH SERVICES OR INFORMATION NECESSARY TO ALLOW REQUESTING CARRIER TO IMPLEMENT DIALING PARITY**

**A. GENERAL REQUIREMENTS**

1. ILEC should provide dialing parity for intraLATA toll, operator assisted and directory assistance calls.
2. The modified two-PIC option should be available for intraLATA toll equal access.
3. Any end user should be able to access Sprint network for services using the same dialing protocol that the end user would use to access the same service on the ILEC network.
4. ILEC must provide routine reporting on local dialing plans by switching type and end office.



## **XII. RECIPROCAL COMPENSATION ARRANGEMENTS**

### **A. LOCAL SERVICE/MUTUAL TRAFFIC EXCHANGE**

1. ILEC has the duty to provide reciprocal compensation arrangements for the transport and termination of telecommunications with Sprint. In order to implement this requirement in the most efficient manner, the specifically recognized option of "Mutual Traffic Exchange" (AKA "bill and keep") for a period of up to 2 years should be implemented immediately.

2. ILEC and Sprint will each be responsible for originating/terminating traffic to/from the meet point with the other carrier.

### **B. COST BASIS**

1. In the long term, tandem and transport charges shall be based on the TSLRIC incurred by the ILEC.

2. Termination and transport charges shall not be greater than the cost the ILEC imputes to its services for the transport and termination of its own telecommunications services.

3. Termination and transport charges shall be mutual, reciprocal and uniform between carriers.

### **XIII. RESALE**

#### **A. GENERAL REQUIREMENTS**

1. All regulated telecommunications services offered to end-users of the ILEC must be available for resale by Sprint.
2. Every retail service rate, including promotions, discounts, and option plans must have a corresponding wholesale rate. New services shall have a wholesale rate established at the same time the new service becomes available.
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).
4. For wholesale services, Sprint requires that the existing databases and signaling supporting the retail service continue to be provided as part of the wholesale service.
5. If the ILEC continues to sell a product to any end user under grandfathered arrangements, the ILEC must make that product available for resale by Sprint to that end user. If a service withdrawn from certain customers remains available to other customers, that service must be made available for resale to those customers that could still purchase the service at retail.
6. ILEC must provide a minimum notice period for changes/discontinuation of services so that Sprint has an opportunity to make the necessary modifications to its ordering, billing, and customer service systems, and so that it can provide sufficient customer notification regarding any changes.
7. Sprint's local customers must 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 Sprint and the ILEC will work cooperatively on exceptions.
8. When ILEC provides short installation intervals to its end users, ILEC shall match those installation intervals for Sprint customers (e.g. facilities are already connected at the premises and all that is required is a computer entry activating service, such as "warm line" activation).

#### **B. COMPENSATION**

1. The wholesale price for each retail service must be determined based on the costs the ILEC will avoid when the service is resold.
2. Any PIC/administration change charge must be based on TSLRIC costs.

3. ILECs must produce cost studies within specified time frame as part of good faith negotiations.

4. Wholesale rates must ultimately be tariffed.

C. **INFORMATION.** The ILEC must provide information concerning the agreements they have made with other CLECs and with its own affiliates.

D. **ORDERING**

1. ILEC must provide the ability for Sprint to order local and long distance toll service on unified order.

2. ILEC shall not require a signed LOA in order to process a Sprint order.

3. ILEC shall provide confirmation of the installation/change activity to Sprint. In addition, customers must have a mechanism for confirming their carrier similar to that utilized by interexchange carriers.

4. ILEC shall provide at the time of order confirmation, the ILEC regulated local features/products/services/elements/combinations that were previously provisioned by the ILEC for all new Sprint local customers. This applies to all types of local service orders and all elements. Sprint requires that the ILEC provide any customer status which qualifies the customer for a special service (e.g. DA exempt, lifeline, etc.)

5. On-line access to CRIS and routine reconciliation between CRIS records and Sprint customer records should be established.

6. Sprint, as the local service provider, assumes ownership of telephone line number. Therefore, Sprint must have access to the telephone line number (TLN) and line information data base (LIDB).

E. **BILLING**

1. When ILEC local service is rebranded (as opposed to resale of unbundled elements) the ILEC is the appropriate recipient of all access charges, and should be responsible for directly billing the DXCs for the access related to interexchange calls generated by rebranded customers.

2. ILEC must return EMI records to DXCs with the CLEC disconnect rejection code along with the Operating Company Number (OCN) of the associated ANI. The OCN must be provided so that the DXC will know which local company provides service for the WTN.

3. Monthly invoices must be presented in a Carrier Access Billing Systems (CABS) format in order to facilitate standard industry auditing practices. Other requirements include:



- a) Where available, daily receipt of local usage at the call detail level in standard EMR/EMI industry format.
- b) Access to Bellcore CMDS in and out-collect process for inter-region alternately billed messages via a CMDS sponsor.
- c) Access to in and out-collect process for intra-region alternately billed messages via the appropriate Bellcore Client Company.
- d) Long term neutral third party in and out-collect process for inter and intra-region alternately billed message.
- e) Provision to IXC of billing information for casual usage.
- f) Information on customer's selection of billing method, special language billing, etc.

#### **F. PIC ADMINISTRATION**

1. **IXC PIC.** When Sprint rebrands ILEC local service (becomes the end-user's local service provider), the ILEC shall continue to provide PIC processing.

## **XV. COLLOCATION**

### **A. GENERAL REQUIREMENT**

1. Sprint must be allowed to lease transport from the collocation facility to any other point on the ILEC network.
2. Sprint collocation equipment must include terminating, transmission and concentrating equipment.
3. The ILEC should meet a minimum 90-day interval for establishing new collocation arrangements.

**B. COMPENSATION.** The cost of providing real estate for collocation purposes should be based on market prices.

### **C. IXC ISSUES**

1. Transition from current access facilities to expanded interconnect facilities must be within an agreed upon time frame.
2. Transition from current access facilities to expanded interconnect facilities must be completed without a new installation order.
3. Transition from current access facilities to expanded interconnect facilities requires only the portion of the circuit within the Central Office to be rearranged.

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