



**CERTIFICATE OF SERVICE**

I hereby certify that I have this day served a true and exact copy of the within and foregoing Prefiled Testimony of Tony H. Key and David E. Stahly on behalf of Sprint Communications Company Limited Partnership via Express overnight mail (Airborne), to the following:

GTE Florida Incorporated  
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One Tampa City Center  
201 North Franklin Street  
Tampa, FL 33602

This 3rd day of October, 1996

Lorraine Kowalski  
Lorraine Kowalski

**BEFORE THE  
FLORIDA PUBLIC SERVICE COMMISSION**

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In the matter of:

Petition of Sprint Communications Company Limited )  
Partnership for Arbitration of Proposed Interconnection ) Docket No. 961173  
Agreement with GTE Florida Incorporated, Pursuant to )  
the Telecommunications Act of 1996 )

**DIRECT TESTIMONY**

**OF**

**TONY H. KEY**

**ON BEHALF OF**

**SPRINT COMMUNICATIONS COMPANY  
LIMITED PARTNERSHIP**

**October 4, 1996**

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**BEFORE THE  
FLORIDA PUBLIC SERVICE COMMISSION**

**DIRECT TESTIMONY OF**

**TONY H. KEY**

**ON BEHALF OF**

**SPRINT COMMUNICATIONS COMPANY  
LIMITED PARTNERSHIP**

**Q. Please state your full name, title, employer and business address .**

**A. My name is Tony H. Key. I am employed by Sprint Communications Company Limited Partnership as Director, State Regulatory - South. My business address is 3100 Cumberland Circle, Atlanta, Georgia 30339.**

**Q. Please describe you educational background, work experience and present responsibilities.**

**A. I graduated from the University of North Carolina with a B.A. Degree in 1967. Following graduation, I entered U.S. Naval Aviation, completing active duty in 1971. In 1972, I joined Southern Bell and for 11 years held various marketing and Rate and Tariff positions in North Carolina and at Company Headquarters in Georgia. In 1980, I received an MBA Degree from Georgia State University. In 1984, at the divestiture of the Bell System, I transferred to AT&T and held various marketing and regulatory positions. In September, 1987, I joined US Sprint as Regulatory Manager. In my present capacity, I am responsible for regulatory matters in nine southeastern states and Puerto Rico.**

1 **Q. Have you testified previously before state regulatory commissions?**

2

3 **A. Yes, I have testified in Georgia, North Carolina, South Carolina, Florida, Kentucky, Tennessee,**  
4 **Alabama, Mississippi and Louisiana in various regulatory proceedings.**

5

6 **Q. What is the purpose and scope of your testimony?**

7

8 **A. I am presenting testimony in support of Sprint Communications Company Limited**  
9 **Partnership's ("Sprint") request for arbitration of proposed interconnection**  
10 **agreement with GTE Florida Incorporated ("GTE"). The Telecommunications**  
11 **Act of 1996 ("the Act") directs companies like Sprint that desire to enter the**  
12 **local exchange service market as new entrants--so called competitive local**  
13 **exchange companies ("CLECs")--to undertake contract negotiations with**  
14 **incumbent local exchange companies ("ILECs"). If the CLEC and ILEC are not**  
15 **successful in concluding contract negotiations under Sections 251 and 252 of**  
16 **the Act, either party may exercise its right to request arbitration by the state**  
17 **regulatory body that regulates telecommunications.**

18

19 **Sprint has undertaken negotiations pursuant to Sections 251 and 252 of the Act. Sprint and**  
20 **GTE have failed to reach agreement on several crucial contract requirements. Sprint is thus**  
21 **exercising its rights under the Act and is seeking arbitration of the contract negotiation disputes**  
22 **that remain between the parties.**

23

24 **My testimony covers general policy matters, the need for operational parity between GTE and**  
25 **Sprint, and most favored nation rights to rates, terms and conditions contained in any GTE**  
26 **contract or tariff, branding issues, network interconnection, access to unbundled network**  
27 **elements, and electronic system interface requirements between Sprint and GTE. David Stahly**  
28 **also presents testimony concerning cost and price issues and requirements.**

29

30 **Q. Has Sprint attempted to negotiate a contract with GTE?**

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A. Yes. Sprint has worked with GTE in negotiations aimed at achieving a contract with GTE. However, GTE and Sprint have been unable to reach agreement on several crucial issues. EXHIBIT 1, attached hereto, is a Term Sheet Matrix setting out the issues involved and indicating whether or not there is Agreement ("A") or Disagreement ("D").

**Q. What does Sprint seek in this proceeding?**

A. Sprint has attached its proposed Resale and Interexchange Agreement as EXHIBIT 2. This proposed agreement is reflective of Sprint's Term Sheet and represents Sprint's thorough position on resale and interconnection. Sprint requests that the Florida Public Service Commission ("Commission") adopt Sprint's proposed contract as the arbitration decision of the Commission to resolve the issues remaining between Sprint and GTE.

**Q. Why does Sprint require the Commission's help in this regard?**

A. GTE is the dominant local exchange carrier providing monopoly or near monopoly service to local exchange subscribers in its franchised service areas. GTE has the only ubiquitous local network in these areas. This incumbent status with its near 100% wireline local service penetration produces significant market power for GTE.

Sprint, as a new entrant, has been given authority by the Act to resell the retail services of GTE, admittedly obtained at an appropriate discount, and to procure interconnection to GTE unbundled network elements so that Sprint may enter the local market in fair competition with GTE. GTE has failed, in Sprint's view, to agree to reasonable terms to implement these rights. Because of the market power of GTE, Sprint has no viable option other than to exercise its arbitration rights under the Act. Sprint asks the Commission to adopt a fair and comprehensive contract between the parties that fully recognizes Sprint's rights under the Act and promotes the growth of fair competition to the benefit of local service.

1 **OPERATIONAL PARITY**

2  
3 **Q. Have Sprint and GTE agreed on the level of operational parity the GTE should provide to**  
4 **Sprint?**

5  
6 **A. No, they have not.**  
7

8 **Q. Please define operational parity.**  
9

10 **A. Operational or service parity in the context of the GTE/Sprint relationship means that Sprint has**  
11 **the ability to provide service to its local exchange service end users under terms and conditions**  
12 **and at rates at least equal to the incumbent LEC. This is relevant in the sense that, as a**  
13 **purchaser of wholesale services and/or network elements from GTE, Sprint must rely upon**  
14 **GTE, its direct competitor in the local exchange market place, to provide these services and/or**  
15 **network elements in a timely manner and at a level of quality to enable Sprint to provide an**  
16 **excellent level of service. In particular, a determination of whether or not operational or service**  
17 **parity exists should include a test of whether GTE in any way discriminates against Sprint, or**  
18 **Sprint customers in providing parity treatment (as compared to its own end users or other c**  
19 **carriers) in all regards to, by way of example and not limited to, ordering, provisioning,**  
20 **maintenance, call completion, pricing, numbering, maintenance, directory listing, data**  
21 **protection, service availability, product branding, signaling, interconnection, and**  
22 **compensation.**  
23

24 **Q. Some parties in the ILEC industry would interpret parity as being equality among the**  
25 **various Competitive Local Exchange Company (CLEC) competitors in the market place.**  
26 **Does Sprint agree with this characterization?**  
27

28 **A. Sprint disagrees with this characterization. The CLECs must also be at parity with GTE.**  
29 **Simply having parity among the various CLEC competitors leaves the one market player with**  
30 **literally 100% of the market share with an unreasonable competitive advantage.**

1 **Q. Generally speaking, does GTE support the concept of operational parity?**

2

3 A. Generally speaking, all ILECs say that they support the concept of operational parity, and GTE  
4 is no different in this regard. However, at a detailed level of actual operational interface  
5 between GTE and Sprint, the notion of true operational parity goes awry.

6

7 **Q. Does the Act address the concept of operational parity?**

8

9 A. Yes, it does. For example, Sec. 251(c)(2)(C) of the Act, clearly imposes upon GTE the duty to  
10 provide, for facilities and equipment of any requesting telecommunications carrier,  
11 interconnection with the local exchange carrier's network... that is at least equal in quality to  
12 that provided by the local exchange carrier to itself or to any subsidiary, affiliate, or any other  
13 party to which the party provides interconnection. Furthermore, Congress recognized the  
14 importance of allowing CLECs the same access to information and information support  
15 systems as the ILEC. As part of the requirement for access to the ILEC's information,  
16 Congress specifically required LECs to disclose customer proprietary network information  
17 ("CPNI") to competitors for purposes of facilitating the initiation of service. CPNI at the time  
18 an order is being placed and at the time of order confirmation is essential for a CLEC to  
19 recognize and then, for example, switch all of a customer's services "as is" to Sprint.

20

21 **Q. Does the Federal Communications Commission ("FCC") address the concept of**  
22 **operational parity?**

23

24 A. Yes. The FCC also recognized the importance of allowing CLECs the same access to  
25 information and operational support systems in parity with the ILEC. GTE has crucial  
26 operating systems that contain the information for the ordering, provisioning, maintenance,  
27 repair, billing, collection, transmission, routing, and general provisioning of  
28 telecommunications service. The FCC, in paragraph 523 of the FCC's August 8, 1996, First  
29 Report and Order in CC Docket No. 96-98 ("FCC Order") concluded that "operations support  
30 systems and the information they contain fall squarely within the definition of 'network



1 element' and must be unbundled upon request under Section 251(c)(3), ..." Without these  
2 electronic interfaces in place, the CLEC is placed at significant disadvantages in several  
3 respects vis-à-vis the ILEC. Prior to true and full electronic interface, however, GTE still has  
4 an overarching obligation to provide its services, features, functions, unbundled network  
5 elements, etc. on at least a parity basis with what it provides internally in support of its own end  
6 users. Manual interfaces or interim and/or incomplete electronic interfaces present a difficult  
7 problem for GTE, but the obligation for full parity exists regardless. At a minimum, GTE runs  
8 the risk of antitrust violations as it continues to exist as an interLATA access and long distance  
9 provider and a monopoly local service provider.

10  
11 The FCC, in Rule 51.313(b), further requires parity in the timing of the deployment of  
12 unbundled network elements stating that "the terms and conditions pursuant to which an  
13 incumbent LEC offers to provide access to unbundled network elements, including but not  
14 limited to, the time within which the incumbent LEC provisions such access to unbundled  
15 network elements, shall, at a minimum, be no less favorable to the requesting carrier than the  
16 terms and conditions under which the incumbent LEC provides such elements to itself." This  
17 further rebuts any claim that parity need only exist among CLECs, thus allowing the incumbent  
18 LEC to discriminate against the CLECs in this regard.

19  
20 **Q. Does Sprint and GTE agree on the areas of operational parity as set forth in the Sprint**  
21 **Term Sheet?**

22  
23 **A. On some issues, the parties agree, and on several, they do not. Sprint's Term Sheet, which**  
24 **served as a basis for negotiations between the parties, is EXHIBIT 3.**

25  
26 **Q. Please identify the first area of the Sprint Term Sheet pertaining to operational parity**  
27 **where GTE and Sprint are not in agreement.**

28  
29 **A. In the General area, item I.E. of the Sprint Term Sheet states that the "ILEC shall not**  
30 **discriminate against Sprint or Sprint customers and shall provide parity treatment (as compared**

1 to its own end-users or other carriers) to Sprint and Sprint customers in all regards to (by way  
2 of example and not limited to) ordering, provisioning, maintenance, call completion, pricing,  
3 numbering, restoration, directory listing, data protection, service availability, signaling,  
4 interconnection, and compensation.”  
5

6 **Q. What is Sprint's justification for requesting this Term Sheet item?**  
7

8 **A.** This general statement on parity forms the cornerstone of whether parity exists between GTE  
9 and Sprint. It also generally reflects the conclusions reached in the Act and the FCC Order. To  
10 the extent GTE and Sprint disagree on any or all of the items contained in this Term Sheet item,  
11 parity will not exist.  
12

13 **Q. What is GTE's specific position on this term sheet item?**  
14

15 **A.** GTE states that it will provide parity in regards to provisioning except for Express Dial Tone  
16 and Lines Keeper. GTE has also created discriminatory situations in the context of the  
17 California trial as follows:

- 18 - GTE will not automatically update the directory record(s) and directory assistance database  
19 from its customer record. Rather, Sprint must populate a separate file for the directory and DA  
20 records and transmit the data in separate (from the LSR) files over the same NDM feed;
- 21 - GTE will not migrate the directory information "as is" in a conversion order;
- 22 - GTE will not provide "as is" customer information to Sprint, absent a signed Letter of  
23 Authorization from the customer when Sprint is in the process of converting a customer from  
24 GTE to Sprint;
- 25 - GTE will not provide Sprint branded operator service, DA, and will not provide unbranded  
26 vertical services (i.e., Call Trace) in instances where the vertical service is branded GTE;
- 27 - GTE has not committed to a date as to when Sprint will be in "system parity" with GTE; and  
28 - GTE has not provided service install intervals in parity with itself.  
29

1 **Q. Is there agreement on the interface request for and the timely delivery of number**  
2 **assignment?**

3  
4 **A. No. In the Business Process - Order Processing area, item III.A.7. of the Sprint Term Sheet**  
5 **states that "When Sprint purchases switching capabilities from GTE, until such time as**  
6 **numbering is administered by a third party, Sprint requires the ability to obtain telephone**  
7 **numbers on-line from the ILEC, and to assign these numbers with the Sprint customer on-line.**  
8 **This includes vanity numbers. Reservation and aging of numbers remain the responsibility of**  
9 **the ILEC. Until such time as electronic access to numbering resources is available, ILEC shall**  
10 **pre-assign blocks of numbers in sufficient quantity to meet the needs of Sprint." GTE has not**  
11 **agreed to these terms.**

12  
13 **Q. Why does Sprint believe this is important?**

14  
15 **A. The customer contact to establish new service is complex in that a great deal of information**  
16 **must be retrieved from the customer in order to successfully process an order. One of the**  
17 **crucial functions that occurs when GTE is establishing a new customer account is the**  
18 **assignment of a telephone number to the customer. Sprint desires the ability to assign a**  
19 **telephone number in the same manner as GTE. To the extent it can not do that because of the**  
20 **inaccessibility of numbering resources that are available to only GTE, Sprint is at a competitive**  
21 **disadvantage, and parity can not be claimed. Under these circumstances, the Sprint customer's**  
22 **order cannot be completed with the customer on the line. Sprint would need to call back with a**  
23 **number assignment. This increases cost, slows response time, and places Sprint at an**  
24 **operational disadvantage.**

25  
26 **Q. What is GTE's stated position on this term sheet item?**

27  
28 **A. GTE has stated that it will provide, over the telephone, new telephone numbers, and also stated**  
29 **that it is piloting and will provide electronic interfaces when available, though gives no**  
30 **specified time frame.**

1 **Q. In what other area has Sprint and GTE failed to reach agreement?**

2

3 A. In the Business Process - Order Processing area, item III.A.10. of the Sprint Term Sheet states  
4 that "When necessary and available, Sprint requires the 'real time' ability to schedule  
5 installation appointments with the customer on-line and access to ILEC's schedule  
6 availability."

7

8 **Q. Why does Sprint need to have real time ability to schedule installations?**

9

10 A. Scheduling installation appointments with the customer on-line is expected by the customer in  
11 the LEC industry. Customers do not expect to be called back at a later time with an installation  
12 appointment. They expect their order to be handled in one call. Sprint must have the same  
13 capability to quote installation appointments as GTE and can not have that capability without  
14 "real time" access to GTE's schedule availability.

15

16 **Q. What is GTE's stated position on this term sheet item?**

17

18 A. GTE has stated that installation schedules will not be provided on-line, but will be confirmed  
19 on the Firm Order Commitment ("FOC"). GTE provides no date as to when this electronic  
20 interface will be made available, or what the design of the interface will be.

21

22 **Q. In what other areas has Sprint and GTE failed to reach agreement?**

23

24 A. In the Business Process - Order Processing area, item III.A.11 of the Sprint Term Sheet states  
25 that the "ILEC should provide 'real-time' response for: firm order confirmation, due date  
26 availability/scheduling, dispatch required or not, identity of line option availability by LSO  
27 (such as Digital Copper, Copper Analog, ISDN, etc.), order completion with all service order  
28 and time and cost related fees, rejections/errors on service order data element(s), jeopardy  
29 against the due date, missed appointments, additional order charges (construction charges),  
30 order status, validation of street address detail, and electronic notification of the local line

1 options that were provisioned, at the time of order completion, by the ILEC for all Sprint local  
2 customers. This applies to all types of service orders and all elements.”  
3

4 **Q. What is Sprint's justification for requesting this Term Sheet item?**

5  
6 **A.** This Term Sheet item reflects many pieces of information that make the Sprint/GTE service  
7 ordering/provisioning process function efficiently and accurately. To the extent that any or all  
8 of these functions are manual (and Sprint has conducted business in a manual environment with  
9 some or all of these functions during its California market trials with Pacific Bell and GTE), the  
10 process is inefficient, fraught with human error and in no way enables Sprint to provide quality  
11 or timely service to its end users. Manual processes force Sprint into unequal due date  
12 scheduling and/or require Sprint to provision to a standard interval while GTE is able to  
13 complete orders on the first available installation date. Also, as reflected in response to Sprint  
14 Term Sheet III.F.3, below, Sprint must have access to GTE's switch network identification  
15 data base so Sprint can be aware of GTE's current and future vertical service features in each  
16 switch it utilizes. GTE agrees with this from a policy standpoint, but Sprint can not be certain  
17 as to how the update process will work in practice.  
18

19 **Q. What is GTE's specific position with respect to term sheet item III.A.11.?**

20  
21 **A.** GTE states that "real time" response will occur with electronic interface availability, and  
22 further states that the line option will be based on technology available, but that GTE will not  
23 validate street address detail. GTE will work with Sprint on procedures until such time as  
24 electronic interfaces are available, however, GTE gives no date as to the availability, nor gives  
25 no details as to the design of the interface.  
26

27 **Q. Does GTE agree to provide appropriate misdirected call handling?**

28  
29 **A.** No. In the Business Process - Order Processing area, III.A.12. of the Sprint Term Sheet states  
30 that "At all times, ILEC will direct customers to Sprint for inquiries or actions concerning their

1 Sprint service. ILEC should either migrate from N11 dialing to its business office and repair  
2 centers to seven digit numbers or 800 numbers so that Sprint customers have dialing parity to  
3 similar centers or ILEC should make N11 dialing available so that Sprint customers are directed  
4 to Sprint" in an unbranded, competitively neutral manner. GTE has not agreed to comply with  
5 these provisions.

6  
7 **Q. What is wrong with GTE failing to deliver misdirected calls to Sprint as requested?**

8  
9 **A.** The direct control and involvement by Sprint customer service representatives of all contacts  
10 with its customers is the only way for Sprint to ensure that the customer contact is properly  
11 reflective of the level of service that Sprint desires. By avoiding customer contact by GTE,  
12 Sprint's incumbent LEC competitor in the local market, Sprint can also guard against any  
13 competitive bias that would inevitably find its way into the customer contact. In this regard,  
14 discriminatory access to N11 dialing is especially troublesome.

15  
16 N11 dialing, specifically 611 (Business Office) and 811 (Service Center) have in many cases  
17 traditionally been the sole (and convenient) access points to the incumbent LEC. Customers  
18 have been conditioned over many years to access "the telephone company" by dialing the three  
19 digit abbreviated dialing scheme. In some locations, this abbreviated access scheme is being  
20 phased out -- in other locations, it continues to exist and is even advertised. For GTE to retain  
21 this three digit dialing access code exclusively would yield a competitive advantage vis-à-vis  
22 any new entrant. An unbranded voice response unit or automated CLEC identification  
23 procedure that allows the identification and/or routing of a customer to the proper service  
24 provider is the only competitively neutral way to retain N11 dialing.

25  
26 This problem also concerns the Business Process - Trouble Resolution, Maintenance, Customer  
27 Care area, item III.C.2. of the Sprint Term Sheet, where Sprint seeks development of "a  
28 process for the management of misdirected service calls, to be used to refer/transfer calls from  
29 customers to Sprint for action. N11 dialing to ILEC repair centers should be discontinued, or  
30 N11 call routing to the appropriate carrier should be available."

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Through force of habit, there will continue to be instances where a Sprint customer mistakenly calls GTE for inquiries, outages, service availability questions, etc. The transfer of that customer inquiry to Sprint must be swift and devoid of any bias against Sprint. N11 dialing must no longer be a customer contact vehicle for GTE exclusively. Abbreviated dialing is efficient and well known in many parts of the country, and should be made competitively neutral by automatically routing calls to the customer's service provider. To continue N11 routing exclusively for GTE creates an exclusive "ease of doing business" advantage for GTE.

**Q. What is GTE's stated position on this term sheet item?**

**A. GTE has stated that a GTE contact person will manually provide a referral telephone number. This is not acceptable, because of the human intervention of GTE employees with Sprint customers, and GTE has made no explicit commitment that GTE will not brand the call.**

**Q. Has GTE agreed to parity in emergency circuit restoration?**

**A. No. In the Business Process - Provisioning and Installation area, item III.B.5. of the Sprint Term Sheet, Sprint seeks a "system to mark Sprint emergency and trunking circuits and elements." GTE has stated that it "will not create or provide such information on Sprint circuits."**

**Q. Why is this a problem?**

**A. Because emergency circuits and elements will necessitate expedited restoral treatment when out of service, both GTE and Sprint must be able to identify those circuits and act accordingly. Trunking circuits carry a high volume of traffic, and Sprint requires an immediate contact in the event of a failure as well as expedited restoral of service or its offices could become isolated. It is Sprint's position that identification of essential Sprint circuits will expedite restoration of essential and emergency circuits, and the GTE should cooperate in this task.**

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**Q. Can Sprint provide timely maintenance scheduling on its own when it utilizes the facilities of GTE?**

**A. No. In the Business Process - Trouble Resolution, Maintenance, & Customer Care area, item III.C.3.a. - d. of the Sprint Term Sheet states that "Sprint must have read and write access to ILECs maintenance and trouble report systems including the following systems and/or functionality: (a) trouble reporting/dispatch capability - access must be real time; (b) repair status/confirmations; maintenance/trouble report systems; (c) planned/unplanned outage reports, and (d) mechanized line testing." GTE has stated that it is not providing this capability today, but is "reviewing for future consideration." GTE has not committed to a date as to when it would be available, nor has it communicated any system design specifics.**

**Q. What problems exist, absent read/write access to these systems?**

**A. If Sprint does not have the ability to log a trouble ticket and dispatch a maintenance person, it is wholly at the mercy of its direct competitor, GTE. The potential for bias in the scheduling and/or resolution of trouble on a Sprint end user service outage situation is unacceptable. If Sprint does not have the ability to view the status of an outage or trouble situation, it will be unable to directly respond to the customer's questions if a customer calls Sprint to inquire as to the status of the outage. Finally, it is common industry practice to test customer lines during the process of taking the repair call from the customer. If Sprint can not test the status of a line, (with the customer on line) it is again reliant on its direct competitor, GTE, to quickly and accurately perform the test and notify Sprint who would then need to call back its end user. This "call back" requirement increases response time and makes Sprint's trouble resolution process inferior to GTE's. In any case, not having the ability to test and provide preliminary status information while the customer is on line sets up a disparate customer interface situation vis-à-vis that which exist between GTE and its customers.**



1 **Q. Have Sprint and GTE reached a general agreement on what GTE unbundled elements**  
2 **must be provided at parity?**

3  
4 **A. No. In the Business Process - Quality of Service area, item III.E.10. of the Sprint Term Sheet**  
5 **states that "Sprint must be at parity with the ILEC (or its affiliates or third parties) in provision**  
6 **of unbundled elements. This must at a minimum include: (a) Switch features at parity; (b)**  
7 **Treatment during overflow/congestion conditions at parity; (c) Equipment/interface protection**  
8 **at parity; (d) Power redundancy at parity; (e) Sufficient spare facilities to ensure provisioning,**  
9 **repair, performance, and availability at parity; (f) Standard interfaces; and (g) Real time access**  
10 **to integrated test functionality."**

11  
12 **Sprint believes that all of these items must be provided at parity because each of the**  
13 **requirements set forth in III.E.10 above are routinely utilized by GTE. Sprint is merely asking**  
14 **for the same access as GTE utilizes itself. Both the Act at Sec. 251(c)(3) and the FCC Rules**  
15 **support this parity requirement. GTE has stated that it will not accommodate "real time" access**  
16 **to integrated test functionality.**

17  
18 **Q. Has GTE agreed to provide Sprint information concerning the capabilities of GTE**  
19 **switches and other network components?**

20  
21 **A. No. In the Business Process - Information Area, Item III.F.3, 4 & 7 of the Sprint Term Sheet,**  
22 **Sprint proposes parity access to GTE switch capabilities, upgrade information, and other**  
23 **network capabilities.**

24  
25 **GTE routinely engages in switch upgrades that provide the ability to offer a more robust set of**  
26 **features and functions to its end users. Sprint must be given notice of such upgrades to ready**  
27 **itself to offer these enhancements to its current and potential customers in the same manner as**  
28 **GTE will undoubtedly do. If GTE does not provide both base-line switching capabilities and**  
29 **update information, Sprint will not be able to identify where it may sell certain services to end**

1 users. This information must be available so knowledge of available service features is at  
2 parity, i.e., known at the same time within both GTE and Sprint.

3  
4 Often, enhanced services differ below the switch level, due to the quality of the loop/pair gain  
5 facilities deployed in the ILEC network. Sprint must have this information at a detailed enough  
6 level to be in a position to inform its current and potential customers of enhanced feature  
7 availability. Absent this information, Sprint will be forced to operate "in the dark" and not be  
8 in a position to compete effectively with GTE who will have ready internal access to network  
9 topography at a detailed level.

10  
11 To the extent GTE has knowledge of enhanced network capabilities in advance of Sprint and is  
12 unwilling to share that information with Sprint, extensive market research, product  
13 development, sales, and marketing efforts could be conducted to the exclusive advantage of the  
14 incumbent, placing Sprint and other CLECs "behind the curve" from both a market  
15 responsiveness and a network utilization standpoint.

16  
17 **Q. What is GTE's stated position on this term sheet item?**

18  
19 **A.** In response to term sheet item III.F.7., GTE conditions its position stating that "Sprint will  
20 receive information as appropriate to maintain network efficiencies. Other items such as  
21 Sprint-initiated network optimization or training may be made available at a charge."

22  
23 **Q. Has GTE and Sprint reached agreement on the Sprint Term Sheet items pertaining to**  
24 **Access to Poles, Ducts, Conduits, and Right-of-Ways?**

25  
26 **A.** No. In the Access to Poles, Ducts, Conduits, and Rights of Way area, V.A.1. of the Sprint  
27 Term Sheet, Sprint states that "Where facilities are available, ILEC must provide any  
28 telecommunications carrier requesting access with equal and non-discriminatory competitively  
29 neutral access to, by way of example and not limitation, any pole, duct, conduit, and ROW on

1 terms and conditions equal to that obtained by ILEC. Other users of facilities cannot interfere  
2 with the availability or use of these facilities by Sprint.”  
3

4 **Q. Is it reasonable for GTE to disagree with this request?**

5  
6 A. No. Poles, ducts, conduits and rights of way are, by their nature, scarce commodities  
7 possessed, in this instance, by the incumbent LECs. If GTE were to refuse or in some way  
8 hinder nondiscriminatory access to these key interface points, new “facilities-based” entrants  
9 would be disadvantaged. The Act, in Sec. 251(b)(4), imposes an obligation upon ILECs to  
10 “afford access to the poles, ducts, conduits, and rights-of-way of such carrier to competing  
11 providers of telecommunications services on rates, terms, and conditions that are consistent  
12 with Sec. 224. Sec. 224(f)(1) requires a utility to “provide...any telecommunications carrier  
13 with nondiscriminatory access to any pole, duct, conduit or right of way owned or controlled by  
14 it.”  
15

16 **Q. What is GTE’s specific response to term sheet item V.A.3.?**

17  
18 A. GTE states that it “interprets the Telecom Act to differentiate between owners and attaching  
19 third parties. Sprint, as a third party, will be provided with nondiscriminatory access to GTE’s  
20 poles, ducts, conduits, and ROW. GTE will have the right to refuse access due to capacity  
21 constraints based on GTE’s 5-year planning horizon, and for reasons of safety, reliability, and  
22 generally applicable engineering purposes. Requests will be handled on a first come-first  
23 served basis.”  
24

25 **Q. Has GTE agreed to provide information on its network availability within a reasonable  
26 time?**

27  
28 A. No. In the Access to Poles, Ducts, Conduits, Rights-of-Way - Information area, item V.C.3. of  
29 the Sprint Term Sheet states that “ILEC must provide information on the location of, and the  
30 availability to access conduit, poles, etc., to any telecommunications carrier requesting such

1 information, within 10 working days after the request." As Sprint either deploys its own  
2 network or utilizes portions of GTE's network in delivering service to its end users, it must  
3 engage in network planning scenarios that optimize the delivery of these services. Whether and  
4 where GTE's conduit, poles, ducts and rights-of way are available is critical to Sprint's network  
5 planning exercises. Thus, consistent with the intent of both the Act and the FCC Order  
6 supporting the Act, GTE should be required to cooperate fully with Sprint in disclosing this  
7 availability in a timely manner. Such full and timely disclosure facilitates the development of  
8 effective competition, and should be required by the Commission. As in many of the instances  
9 involving parity problems between Sprint and GTE, left unchecked by Commission oversight,  
10 the natural tendency on GTE's part will be to withhold as much information on facilities  
11 availability as possible to retain as much of a competitive advantage as possible.

12  
13 **Q. What is GTE's stated position on this term sheet item?**

14  
15 **A.** GTE has stated that "the timing of the provision of such information will vary by location, but  
16 will never be provided within 10 days." GTE never provided an alternative availability  
17 schedule to Sprint.

18  
19 **Q. Has GTE agreed to make its own DA data available on a reasonable basis?**

20  
21 **A.** No. GTE stated position is that "Sprint may provide DA listings to GTE and GTE will include  
22 them in GTE's database. GTE will not provide or sell DA listings to Sprint at the current time,  
23 nor will GTE provide access to GTE's DA database." In the Directory Assistance - General  
24 Requirements area, VII.A.1. of the Sprint Term Sheet states that "ILEC shall make Sprint's  
25 data available to anyone calling ILECs Directory Assistance ("DA"), and ILEC's data available  
26 to anyone calling Sprint's DA." Sprint believes GTE should be required make its DA data  
27 available to Sprint to enable Sprint to provide DA service on its own.

28  
29 In the FCC Order at paragraph 538, the FCC affirmed Congress' intent and ordered that ILECs  
30 must provide access to DA databases, including "both entry of the requesting carrier's customer

1 information into the database, and the ability to read such a database, so as to enable requesting  
2 carriers to provide operator services and directory assistance concerning incumbent ILEC  
3 customer information." In addition to being in violation of the FCC's Order, to the extent GTE  
4 failed to allow Sprint to place its DA data in Sprint's database, it has effectively preserved its  
5 monopoly over the DA service because the bulk of the DA data will be that of GTE.  
6

7 **Q. Has GTE agreed to allow Sprint access to its unbundled DA databases?**

8  
9 **A. No.** In the Directory Assistance - General Requirements area, item VII.A.6. of the Sprint Term  
10 Sheet states that "Sprint should be able to buy unbundled directory database and sub-databases  
11 and utilize them in the provision of its own DA service." GTE has not accepted this request.  
12

13 Paragraph 536 of the FCC Order is quite clear in its requirement that "incumbent LECs must  
14 provide access to databases as unbundled network elements. We find that the database used in  
15 the provisioning of both operator call completion services and directory assistance must be  
16 unbundled by ILECs upon a request for access by a competing provider. In particular, the  
17 directory assistance database must be unbundled for access by requesting carriers."  
18

19 **Q. Has GTE agreed to parity in DA database updating?**

20  
21 **A. No.** In the Directory Assistance - Quality of Service Area, item VII.C.1. of the Sprint Term  
22 Sheet states that "End-to-end intervals for updating the database with Sprint customer data must  
23 be the same as provided for ILECs end users." GTE has not agreed to this request. Parity is r  
24 required to ensure an equal and timely presence in GTE's database. Sprint customers must be  
25 placed in the database in the same time frame as GTE. Whether this update is a daily batch  
26 update or a real time electronic update at the time of order entry/completion is not the important  
27 determinant. Sprint requires that, whatever the update process is, that it occur identically time-  
28 wise for its own and GTE orders. To allow CLEC updates to lag the incumbent's updates is  
29 simply not parity or reasonable.  
30

1 **Q. In what other area has Sprint and GTE failed to reach agreement?**

2

3 **A. In the Directory Assistance - Quality of Service area, item VII.C.3, of the Sprint Term Sheet**  
4 **states that "ILEC and Sprint shall agree on speed-to-answer standards."**

5

6 **Q. What is Sprint's justification for this term sheet item?**

7

8 **A. The Act and FCC order clearly states that GTE must make its directory assistance service**  
9 **available to competitors. As customers of the service, Sprint and other CLECs should have**  
10 **input into the development of speed-to-answer standards, and should also have recourse to the**  
11 **extent these standards are consistently missed. The FCC also requires GTE to offer services for**  
12 **resale that is "at least equal in quality to that provided by the incumbent LEC to itself or any**  
13 **subsidiary, affiliate, or any other party to which the carrier directly provides the service, such as**  
14 **end users." (FCC Order at par. 970).**

15

16 **Q. What is GTE's position on this specific term sheet issue?**

17

18 **A. GTE has stated that it "will commit to state commission standards" and has made no**  
19 **commitment to develop specific standards between GTE and Sprint.**

20

21 **Q. In what other area has Sprint and GTE failed to reach agreement?**

22

23 **A. In the Access to Such Services or Information Necessary to Allow Requesting Carrier to**  
24 **Implement Dialing Parity area, XII.A.3. of the Sprint Term Sheet states that "ILEC must**  
25 **provide routine reporting on local dialing plans by switching type and end office."**

26

27 **Q. What is Sprint's justification for this term sheet item?**

28

29 **A. To the extent that GTE is the underlying network provider, it is the lone administrator and**  
30 **implementor of changes in local dialing sequences. Because such changes in local dialing**

1 sequences will affect Sprint and its customers, Sprint must receive advance notification and  
2 justification of such changes so it can properly inform its end users of the impending changes.  
3 Also, to the extent the local dialing sequence change was the manifestation of an expanded  
4 local calling area, Sprint would also need the opportunity to inform and query its customer base  
5 on whether they would be interested in subscribing to any optional expanded calling plan. At  
6 no time should GTE be made aware of any customer-affecting changes in dialing sequences  
7 prior to its wholesale subscribers, as this creates an advantage for GTE vis-à-vis Sprint. GTE  
8 has stated that it "can not agree to provide this report."  
9

10 **Q. In what other area has Sprint and GTE failed to reach agreement?**

11  
12 **A. In the Resale - General Requirements area, XIV.A.1. of the Sprint Term Sheet states that "All**  
13 **regulated telecommunications services offered to end users of ILEC must be available for resale**  
14 **by Sprint. This includes volume discounted products, grandfathered products, individual case**  
15 **basis products, operator services, directory assistance, vertical services and promotions."**  
16

17 **Q. What is Sprint's justification for this term sheet item?**

18  
19 **A. Section 251(c)(4) of the Telecommunications Act is quite clear in this regard, with the only**  
20 **potential prohibition being in the area of cross class selling, i.e., purchasing residence service**  
21 **and reselling it as business service. Additionally, Subpart G (Resale) Section 51.603 (a) of the**  
22 **FCC Rules further obligates LECs to "make its telecommunications services available for**  
23 **resale to requesting telecommunications carriers on terms and conditions that are not**  
24 **discriminatory." Thus, for example, Sprint's position is that all promotions be extended for**  
25 **resale (though only promotions greater than 90 days must carry a wholesale discount as they are**  
26 **offered for resale). Paragraph 948 of the FCC Order clearly states that "We therefore conclude**  
27 **that no basis exists for creating a general exemption from the wholesale requirement for all**  
28 **promotional of discount service offerings made by incumbent LECs." It is only in Paragraph**  
29 **949 where the FCC concludes that "short term promotional prices do not constitute retail rates**  
30 **for the underlying services and are thus not subject to the wholesale rate obligation." Nowhere**

1 does the FCC conclude that short term promotional rates not be offered at a non-discounted  
2 level for resale, e.g., the promotion is extended to resellers exactly as it is offered to its own end  
3 users. The FCC, in its conclusion that promotional rates in effect in excess of 90 days  
4 constitute "retail rates," further establishes, in Paragraph 950, that "Promotional offerings  
5 greater than 90 days in duration must be offered for resale at wholesale rates pursuant to section  
6 251(c)(4)(A)." Generally speaking, any potential exclusions arise as to whether or not GTE  
7 must offer its retail services at wholesale rates or not. Whether or not to offer them for resale at  
8 all is not debatable.

9  
10 **Q. Has GTE agreed to parity in working Sprint customer orders?**

11  
12 **A. No. In the Resale - General Requirements area, item XIV.A.8. of the Sprint Term Sheet states  
13 that :**

14 "When ILEC provides short installation intervals to its end users, ILEC shall match  
15 those installation intervals for Sprint customers (e.g., facilities are already connected at  
16 the premises and all that is required is a computer entry activating service, such as  
17 "warm line" activation)."

18  
19 The speed with which a customer is placed into service by its chosen local exchange provider is  
20 a key quality indicator that should not remain the sole advantage of GTE. If, as a wholesale  
21 subscriber of GTE services, Sprint can not get the same short in-service interval that GTE  
22 provisions internally, the perception of the quality of Sprint's service by its end users is affected  
23 negatively. This problem is often out of the control of Sprint and fully under the control of  
24 GTE. Because of the customer's perception of a service quality presented in provisioning  
25 intervals, parity in installation intervals controlled by GTE must be required.

26  
27 **Q. What is GTE's specific position on this Term Sheet item?**

28  
29 **A. GTE has stated that it will not provide Express Dial Tone. Sprint end users will receive equal  
30 intervals pursuant to the LSR time constraints and pursuant to the receipt of a valid LSR.**



1 **Q. Has GTE agreed to accept Sprint orders that have been verified pursuant to existing PIC**  
2 **verification guidelines?**

3

4 **A. No. In the Resale - Ordering area, item XIV.D.2. of the Sprint Term Sheet states that "Sprint**  
5 **shall adopt a reasonable account verification method consistent with the FCC's PIC verification**  
6 **guidelines. ILEC shall honor Sprint service order requests without receiving a separate signed**  
7 **LOA from the end user in order to process a Sprint order." GTE has not agreed that this is all**  
8 **the verification that is required for Sprint to place an order in the instance where Sprint requests**  
9 **"as is" customer account information.**

10

11 **The issue of interexchange PIC changes has received a great deal of publicity along with**  
12 **substantial study at many levels of the regulatory process. The PIC verification guidelines**  
13 **established by the FCC were developed in response to many varied instances of slamming and**  
14 **represent a set of balanced, competitively equitable customer safeguards that will serve the**  
15 **competitive local exchange marketplace well. Additionally, all incumbent LECs and all**  
16 **national IXCs (many of whom are entering the competitive local exchange business) have well**  
17 **established internal procedures that implement these guidelines. To create a different set of**  
18 **rules would be disruptive at best and, absent a showing to the contrary, would serve no useful**  
19 **purpose at this early stage of the development of competition in the local exchange**  
20 **marketplace.**

21

22 **Q. What is GTE's specific position on this term sheet item?**

23

24 **A. GTE has stated that it "will accept blanket LOA's for LSR's, but will require a signed LOA to**  
25 **process an order "as is" e.g., the Customer Service Record."**

26

27 **Q. Has GTE agreed to provide appropriate order confirmation to Sprint?**

28

29 **No. In the Resale - Ordering area, item XIV.D.3. states that "ILEC shall provide confirmation**  
30 **of the installation/change activity to Sprint via an initial Firm Order Commitment ("FOC") and**

1 positive completion of order activity. Sprint requires an "as is" process when customers are  
2 migrating from ILEC to Sprint at the same location. On migration-type orders, the FOC should  
3 contain all services/features currently being provided by ILEC and those services/features being  
4 migrated to Sprint. On new installation/change orders, the FOC should verify all  
5 services/features ordered by Sprint. A positive completion delineating all the services installed  
6 and those not installed should be sent to Sprint upon actual completion within 24 hours of order  
7 completion. This will ensure proper billing to end-user customers for services provided."

8  
9 A timely and thorough communication of the status of a given Sprint order with GTE is a  
10 crucial component to Sprint's ability to provide timely, accurate, quality service to its end user.  
11 Thus, Sprint must have at its disposal order status at each and every stage of the ordering phase  
12 of the customer transaction. If Sprint does not have order status information, it can not answer  
13 questions that may be directed to it by its end users. Sprint's access to "as is" customer  
14 information (without the delivery of a signed LOA to GTE) is critical to the smooth and  
15 accurate initial transaction with its customer. The inability to "see" and offer its customer the  
16 services that he/she had in service with GTE at the time of sale creates a serious information  
17 availability disparity situation.

18  
19 Not having access to "as is" information requires the Sprint sales representative to take the  
20 customer through a menu of services, features, etc. while the customer may or may not recall  
21 what services he/she subscribed to when service was provided by GTE. This creates a level of  
22 customer service complexity that can only hinder Sprint's ability to serve a new customer in  
23 the quality manner that it intends to do. It most certainly creates a disparity situation vis-à-vis  
24 GTE. Further, Sprint should be able to indicate an "as is" status on the LSR when ordering  
25 service from GTE on behalf of the end user who wants only what she/he had with GTE. Failure  
26 to acknowledge "as is" orders causes Sprint to re-enter all of the products and services,  
27 interjecting a margin of error in the already difficult service ordering process. Perhaps the most  
28 disturbing aspect of a GTE policy that would prohibit "as is" migrations is that the customer  
29 record is, by definition, already accurate. It is perhaps the simplicity of the transaction that

1 causes GTE to resist this streamlining of what Sprint has discovered to be a cumbersome and  
2 error-prone process.

3  
4 Further, in the Resale - Ordering area, item XIV.D.4. of the Sprint Term Sheet states that  
5 "Once Sprint has obtained a customer, the ILEC shall provide in pre-ordering and ordering  
6 phases of processing the Sprint order, the ILEC regulated local features/ products /services/  
7 elements/ combinations that were previously provisioned by the ILEC for all affected Sprint  
8 local customers. This applies to all types of local service orders and all elements. Sprint  
9 requires that the ILEC provide any customer status which qualifies the customer for a special  
10 service (e.g., DA exempt, lifeline, etc.)." For similar reasons to those supporting order  
11 completion information, pre-ordering information should also be provided.

### 12 13 **MOST FAVORED NATIONS**

14  
15 **Q. Should the prices, terms and/or conditions under which services or facilities are provided  
16 by GTE to one carrier be made available to all carriers, including Sprint?**

17  
18 **A. Yes. GTE is required by the Act and the FCC to offer any individual price, term and/or  
19 condition offered to any carrier by GTE to any other carriers. Sprint refers to this requirement  
20 as the most favored nations ("MFN") right. The MFN applies to all unbundled elements, resold  
21 services, rates and conditions.**

22  
23 **Q. What is the basis for the MFN requirement?**

24  
25 **A. The FCC ordered MFN in the FCC Order and placed this requirement in its Rules  
26 implementing the Act. FCC Rule 51.809 states:**

27  
28 **"(a) An incumbent LEC shall make available without unreasonable delay to any requesting  
29 telecommunications carrier any individual interconnection, service, or network element  
30 arrangement contained in any agreement to which it is a party that is approved by a state**

1 commission pursuant to section 252 of the Act, upon the same rates, terms, and conditions as  
2 those provided in the agreement. An incumbent LEC may not limit the availability of any  
3 individual interconnection, service or network element only to those requesting carriers serving  
4 a comparable class of subscribers or providing the same service (i.e., local, access, or  
5 interexchange) as the original party to the agreement.”

6  
7 Further, the FCC, at paragraph 217 of the FCC Order, quoted Section 202(a) of the  
8 Communications Act, as amended:

9  
10 “It shall be unlawful for any common carrier to make any unjust or unreasonable discrimination  
11 in charges, practices, ... facilities or services for or in connection with like communication  
12 service...by any means or device, or to make or give any undue or unreasonable preference or  
13 advantage to any particular person.”

14  
15 In regard to interconnection-related issues where a MFN right would prevent discrimination,  
16 the FCC further noted that Section 251(c)(2)(d) of the Act creates a firm duty whereby the  
17 ILEC must provide interconnection “on rates, terms, and conditions that are just, reasonable,  
18 and nondiscriminatory....” The FCC points out that this nondiscriminatory requirement in  
19 Section 251(c)(2) is not limited by the “undue or unreasonable” qualifier found in Section  
20 202(a).

21  
22 Section 251( c )(4) of the Act brings a high nondiscrimination standard to ILEC resold services.  
23 It imposes the duty:

24  
25 “(A) to offer for resale at wholesale rates any telecommunications service that the carrier  
26 provides at retail to subscribers who are not telecommunications carriers; and

27  
28 (B) not to prohibit, and not to impose unreasonable or discriminatory conditions or limitations  
29 on, the resale of such telecommunications service...”

30

1 Clearly, Congress and the FCC require non-discriminatory MFN treatment by ILECs of all new  
2 entrants.

3  
4 **Q. Why did the Act and the FCC place such an emphasis on non-discriminatory treatment?**

5  
6 **A. Non-discriminatory treatment in the MFN context is essential to the creation of a truly**  
7 **competitive local telephone service market. In this period of emerging competition where**  
8 **negotiations are rapidly progressing simultaneously, it is critical that the regulator establish**  
9 **rules that ensure equity among the various market entrants. This is important so that any one**  
10 **entrant does not gain an advantage due simply to its size, or trade-offs within agreements with**  
11 **an ILEC. For example, to the extent one carrier is able to gain a more favorable rate or**  
12 **condition through its individual negotiations, that carrier would have lower costs or superior**  
13 **terms and would then be able to underprice its competitors or better serve its customers. Such**  
14 **a situation would have a chilling effect on competition and would unfairly and unreasonably**  
15 **predetermine which carriers will succeed and which carriers will fail. Each new entrant should**  
16 **be provided with an equal opportunity to succeed and an equal opportunity to fail. In the end, it**  
17 **should be consumers which select the winners and losers in a competitive marketplace by**  
18 **voting with their pocketbook, not the ILEC through discriminatory pricing or conditions with**  
19 **preferred CLECs.**

20  
21 **Q. Why, since the FCC has been so clear on the issue, does this Commission need to be**  
22 **concerned about MFN rights?**

23  
24 **A. GTE is in the position to unreasonably restrict MFN rights by bundling service offerings, broad**  
25 **categories of services, or entire contracts. It may not allow the freedom of choice for CLECs to**  
26 **choose "any individual interconnection, service, or network arrangement contained in any**  
27 **agreement to which (the ILEC) is a party" as prescribed by the FCC.**

28  
29 **Q. Did the FCC consider this specific issue?**

30

1 A. Yes. The FCC concluded in paragraph 1310 of the FCC Order that Section 252(i) supports the  
2 requesting carrier's ability to choose among individual provisions contained in the publicly  
3 filed interconnection agreements. The FCC noted that "Congress drew a distinction between  
4 any interconnection, service, or network element[s] provided under an agreement, which the  
5 statute lists individually, and agreements in their totality." The FCC concluded that "Requiring  
6 requesting Carriers to elect entire agreements, instead of provisions relating to specific  
7 elements, would render as mere surplus the words any interconnection service, or network  
8 element." The Commission went on to note that failure to make provisions available on an  
9 unbundled basis could encourage an incumbent LEC to insert into its agreements onerous terms  
10 for a service or element that the original carrier does not need, in order to discourage  
11 subsequent carriers from making a request under that agreement.

12 **Q. Does Sprint propose any limits to its MFN right?**

13  
14 A. Yes. There are five (5) situations where GTE's bundling of rates and conditions are reasonable  
15 and appropriate. The five situations are:

- 16  
17 1. Cost-based volume discounts,  
18 2. term discounts,  
19 3. significant differences in operational support interfaces,  
20 4. technical sequential feasibility, and  
21 5. geographic deaveraging.

22  
23 **Q. Why should cost-based volume discounts be allowed while non-cost based volume**  
24 **discounts should not be allowed?**

25  
26 A. Cost-based volume discounts reflect the actual costs incurred by GTE and can be calculated in a  
27 rigorous, quantitative, objective manner. Cost-based volume discounts are based on tangible,  
28 real factors that reflect the underlying costs of providing the service. On the other hand, non  
29 cost-based volume discounts discriminate by applying subjective factors that can be used to  
30 favor one carrier or one type of carrier over another without any underlying cost rationale.

1  
2 While cost-based volume discounts may provide larger carriers with a lower per-unit price than  
3 a smaller carrier, these price differences will be non discriminatory and firmly grounded in a  
4 cost-based analysis.  
5

6 **Q. Did the FCC consider non cost-based volume discounts for resold services in its recent**  
7 **order?**

8  
9 **A. Yes. The FCC stated in paragraph 953 of the FCC Order the following:**

10  
11 “With respect to volume discount offerings, however, we conclude that it is presumptively  
12 unreasonable for incumbent LECs to require individual reseller end users to comply with  
13 incumbent LEC high-volume discount minimum usage requirements, so long as the reseller, in  
14 aggregate, under the relevant tariff, meets the minimal level of demand. The Commission  
15 traditionally has not permitted such restrictions on the resale of volume discount offers. We  
16 believe restrictions on resale of volume discounts will frequently produce anticompetitive  
17 results without sufficient justification. We, therefore, conclude that such restrictions should be  
18 considered presumptively unreasonable. We note, however, that in calculating the proper  
19 wholesale rate, incumbent LECs may prove their avoided costs differ when selling in large  
20 volumes.” [emphasis added]

21  
22 Sprint believes this same non discriminatory ideal applies to inappropriate wholesale volume  
23 discounts and that any such discount must be cost-based or it should similarly be presumed  
24 unreasonable. Clearly, the FCC believes non cost-based rates “frequently produce  
25 anticompetitive results,” however, GTE is free to prove that their “avoided costs differ when  
26 selling in large volumes.”

27  
28 **Q. Why should term discounts be an allowable form of rate and condition bundling?**  
29

1 A. As opposed to volume discounts, term discounts can be achieved by large and small carriers  
2 alike. With term discounts, GTE has no ability to skew the competitive market by favoring one  
3 carrier or type of carrier with a term discount plan. Therefore, Sprint does not object to the use  
4 of discounts based only upon the length of time the reseller commits to use GTE's service.  
5

6 **Q. Why should significant differences in operational support interfaces justify a different  
7 price from GTE?**  
8

9 A. Different operational support interfaces have varying degrees of automation and varying  
10 degrees of output capacity. Significant differences in the automation or output of an interface  
11 will produce varying degrees of cost for GTE. Essentially, where interfaces provide significant  
12 differences in cost, a rigorous, quantitative, objective cost-based methodology will determine  
13 the appropriate prices based upon the type of operational support provided.  
14

15 For example, If a CLEC chose to interface with GTE using a manual paper/facsimile process,  
16 when an automated interface was available, it would cause a great deal of manual processing on  
17 the part of GTE and, as a result, higher relative costs. However, If Sprint chose to interface  
18 using an industry standard, fully automated applications-to-applications interface, no manual  
19 processing would be necessary by GTE and therefore, many costs would not be incurred by  
20 GTE. It is appropriate that these differences in cost be passed on to the appropriate carriers.  
21 Further, these better rates would be available to any carrier, large or small, developing the  
22 applications-to-applications interface. Again, any price difference based upon the type of  
23 operational support interface should be fully justified in terms of a cost-based analysis.  
24

25 **Q. What do you mean by the use of technical sequential feasibility?**  
26

27 A. Sprint recognizes that there are situations where service bundling is technically necessary. For  
28 example, a new entrant utilizing GTE facilities must sequentially purchase a switch port and  
29 then purchase call waiting features. Call waiting cannot technically be provisioned as a



1 separate stand-alone feature, and therefore, the source of the term "technical sequential  
2 feasibility." Such sequential items will be common in the new competitive local telephone  
3 market. However, it is inappropriate for GTE to attempt to bundle services that are not  
4 sequentially necessary. For example, it would be inappropriate to bundle a specific wholesale  
5 discount rate with the purchase of unbundled loops.  
6

7 **Q. Why is a service that is offered in a specific geographic area at a specific price pursuant to  
8 a geographic deaveraging concept an appropriate limitation to the general MFN  
9 requirement?**

10  
11 **A. The FCC has found that prices based upon the geographic deaveraging of costs is an  
12 appropriate pricing methodology. Geographically deaveraged rates which are cost-based  
13 should logically be available only within the geographic area over which the cost was  
14 calculated. Geographically deaveraged rates from one area of the state cannot be applied in a  
15 different area with different costs. To ensure nondiscrimination, geographic zones must be  
16 uniform as applied to all purchasing carriers. Under these circumstances, MFN would allow  
17 Sprint or any new entrant to choose the lowest price available from GTE for each specific area.**

18  
19 **Q. Should ILEC-ILEC agreements be available to new entrants under MFN provisions?**

20  
21 **A. Yes. While the FCC granted a short grace period in which ILECs could renegotiate vintage  
22 agreements, any agreements that exist as of July 1, 1997 or after, must be available on a MFN  
23 basis. The FCC order did not limit the MFN provisions to only new entrant contracts.  
24 Interconnecting ILECs and new entrants will be virtually identical as ILECs invade each others  
25 service areas. Thus, interconnecting ILECs should be given no special rates, terms or  
26 conditions that are not also made available to new entrants on a MFN basis.**

27  
28 **Q. You have focused most of your MFN discussion on rates and conditions. Are there other  
29 areas where MFN would apply?**

1  
2  
3  
4  
5  
6  
7  
8  
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A. Yes. MFN also applies to other business arrangements including service, products, terms, conditions, billing arrangements, record exchanges, fraud control and reconciliation, indemnification, and affirmative notice of new business arrangements, tariffs, or contracts.

**Q. Provide a specific example of one of these business arrangements.**

A. For example, meet point billing arrangements are billing arrangements that allow local carriers providing joint access facilities to bill access charges to interexchange carriers. To the extent GTE enters into a meet point billing arrangement with one carrier, that same type of meet point billing arrangement, using the same principles and methodology, should be made available to all new entrants including Sprint.

**Q. What is GTE's stated position on Sprint's MFN requirement?**

A. GTE stated that "Sprint may review any contracts that GTE files with commissions, but GTE does not want 'most favored nation' language in our contracts."

**BRANDING**

**Q. Is there an agreement between GTE and Sprint concerning GTE branding Sprint retail services with the Sprint brand?**

A. No. In Term Sheet issues VII.A.8 and VIII.A.2 Sprint seeks Sprint branding of operator service and directory assistance service. GTE has not agreed to brand Sprint operator service and directory assistance service calls with the Sprint brand. Instead, the GTE brand will be used in many instances. GTE has indicated that it will unbrand where technically feasible, but has given no details as to the timing of unbranding or what constitutes technical feasibility. Today,

1 for example, GTE brands its resold operator services and DA services as GTE in Sprint's  
2 California trial.

3

4 **Q. Is it important in a competitive market that Sprint services be branded Sprint?**

5

6 A. It is very important that Sprint customers receive services that are branded Sprint. GTE is a  
7 well established, full service local exchange company with an excellent reputation. Customers  
8 know that GTE can provide a wide range of local services and have become accustomed to  
9 receiving all of their local services from one service provider. I expect that savvy marketing  
10 personnel of GTE will exploit any perceived product weakness in CLEC local product lines to  
11 highlight GTE's superiority and either retain or win back customers. In this context, Sprint  
12 operator services and directory assistance branded as GTE will seriously harm the quality  
13 image of Sprint. GTE holds Sprint hostage to its brand in this situation.

14

15 **Q. Is there any precedence for what should be done by the Commission in this context?**

16

17 A. Yes. The FCC has specifically required ILECs like GTE to brand operator services and  
18 directory assistance with CLEC brands when such is technically feasible. The FCC Order, at  
19 paragraph 128, observed the importance of branding in a competitive market noting that  
20 "branding plays a significant role in markets where competing providers are reselling" the  
21 services of ILECs. The FCC concluded that an ILEC's continued use of its brand when  
22 providing service to a CLEC's customer under contract to the CLEC "clearly advantages" GTE.  
23 As a result, the FCC stated that an ILEC's "failure to comply with the reasonable, technically  
24 feasible request of a competing provider . . . to rebrand operator services in the competing  
25 provider's name, or to remove" the ILEC's "brand name creates a presumption" that the ILEC  
26 is "unlawfully restricting access to these services by competing carriers." The FCC similarly  
27 addressed directory assistance in paragraph 148 of the FCC Order.

28

29 **Q. Is it technically feasible for GTE to unbrand its operator service and directory assistance**  
30 **offerings or to brand those offerings with the Sprint brand?**

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A. Yes. It is technically feasible for GTE to either unbrand its operator service and directory assistance offerings or keep its brand on these offerings when its own customers call, but brand them Sprint when a Sprint customer calls. All that is necessary to unbrand the calls is to remove the GTE brand from any automated answering system message and to revise live operator scripts. This unbranding action appears to be feasible in all instances. Where multiple brands might be required for multiple CLECs and the ILEC, separate trunk groups and switch tables routing calls that require branding to the appropriate trunk groups would be required. There could be a switch table capacity problem in some GTE offices that would make it impossible to provide multiple brands. However, the FCC has determined that unbranding of GTE's service is an acceptable alternative when capacity constraints exist.

**Q. Is there an opportunity for GTE to abuse its branding ability in the directory context?**

A. Yes. Term Sheet issues IX.E.1 and 2 deal with directory-related branding issues. Sprint believes that when a customer establishes a relationship with Sprint, that the ILEC should cease sending an ILEC bill to that customer. One area where the ILEC could claim a right to continue to send the customer a bill is when the ILEC is the directory publisher or is a billing agent of the directory publisher. For example, white pages bold listings, color, advertising in column, yellow pages advertising, and additional listings are additional charge items for which customer payment to the directory publisher is due. However, if GTE sends the publishing bill to Sprint's customer, GTE has an unfair opportunity to include "win back" advertising in the bill to the Sprint customer. Further, in many instances, the bill going to the customer will go to an address that is different from that published in the white or yellow pages. This "billing address" is Sprint and its customer's protected CPNI. If GTE mails bills utilizing this protected CPNI it is violating Section 222 of the Act.

**Q. What does Sprint propose for billing white and yellow pages charges?**

1 A. Sprint proposes that GTE or its publisher choose to either have the publisher bill the customer  
2 directly or to have Sprint bill the customer as the billing agent of publisher. This would protect  
3 any Sprint CPNI from inappropriate disclosure to GTE, protect Sprint from inappropriate and  
4 unfair marketing tactics by GTE in the form of GTE branded billing and win back marketing  
5 messages, and have one of the companies that has an actual relationship with the customer  
6 perform the billing.

7  
8 Q. Are there other opportunities for GTE to inappropriately place their brand on Sprint  
9 services?

10  
11 A. Yes. Another example of a branding problem arises when a Sprint customer calls an automated  
12 service such as Call Trace service. The customer may be greeted with a GTE announcement  
13 and be asked to perform several steps by an automated system that presents recorded questions  
14 which require input through the touch pad of the customer's telephone. When Sprint is  
15 reselling the local service of GTE, this service might inappropriately be branded GTE rather  
16 than Sprint. GTE also often visits the premises of the customer to perform installation and  
17 repair services to the facilities GTE provides to Sprint. Sprint is paying for this activity and it  
18 is performed on Sprint's behalf. When the customer is not at home, ILECs often leave  
19 materials explaining that they were on the premises and either could not perform the work  
20 because the customer was not present or that the work had been performed. In some cases, the  
21 technician will talk to the customer. Sprint believes that in all of these cases it is inappropriate,  
22 from a competitive equality standpoint, for GTE to highlight its brand name. Sprint proposes in  
23 Term Sheet issue III.B.3 that GTE either leave behind Sprint-branded materials or leave behind  
24 a generic, non-branded notice for the customer. Further, Sprint believes that technicians that  
25 are performing work for Sprint customers when they are responding to a Sprint service request  
26 should not promote the services of GTE. The fact that the technician is driving a vehicle with  
27 the GTE and advertising on it and/or wearing a GTE uniform is in itself "advertising." To take  
28 it further by allowing GTE's identity on any materials used in such a situation would worsen an  
29 already unfavorable situation. Once again, GTE's marketing use of the knowledge of who the  
30 Sprint customer is through this dispatch process is a clear violation of the CPNI protections set

1 up by the Act. Further, GTE repair and customer service that is reached through N11 dialing  
2 provides an opportunity for GTE to improperly place their brand name before Sprint customers.  
3 To the extent that GTE does not quickly fulfill its obligations to provide dialing parity as  
4 required by Section 251(a)(3) of the Act, it will inappropriately present the GTE brand before  
5 customers that have a realistic expectation that they should reach Sprint by dialing the N11  
6 number. This problem can be mitigated by GTE removing their brand from this type of call.  
7

## 8 **INTERCONNECTION AND NETWORK**

9  
10 **Q. Please define Network Connectivity.**

11  
12 **A. Network connectivity in the context of the GTE/Sprint relationship includes, but is not limited**  
13 **to, the interconnection and the subsequent exchange of traffic between Sprint's and GTE's**  
14 **network.**

15  
16 **Q. Are there problems with GTE proposal concerning network connectivity?**

17  
18 **A. Yes. GTE has not agreed to what Sprint understands the Act and the FCC's Order requires in**  
19 **regard to the following network connectivity issues:**

- 20 • **Points of Interconnection (POI)**  
21 • **The method of obtaining interconnection and access to unbundled network elements**  
22 • **Utilization of interconnections, (i.e. traffic types)**  
23 • **Ability to provide services that are at parity with the ILEC**

24  
25 **Q. Please identify the first area of the Sprint Term Sheet pertaining to Network Connectivity**  
26 **where GTE and Sprint are not in agreement.**

27  
28 **A. In the Interconnection/Point of Interconnection (POI) section, II.B.1. of the Sprint Term Sheet**  
29 **states "Sprint may designate at least one POI on the ILEC's network within an ILEC calling**

1 area for the purpose of routing local traffic. Interexchange traffic may be routed via one POI  
2 per LATA. Sprint has the responsibility for providing its own facilities (1) to route calls  
3 originating on its network and terminating on the ILEC's network to its POI, and (2) to route  
4 calls originating on the ILEC's network, but terminating on its network from that carrier's POI.  
5 Sprint need not interconnect at each tandem or end office to terminate calls to the entire local  
6 calling or toll call area of the ILEC."  
7

8 **Q. Why is only one POI per local service area important?**  
9

10 **A.** Sprint desires to implement the most efficient network possible. The ability to choose to  
11 interconnect to one or more POIs in a LATA or local calling area, for local or toll traffic,  
12 provides the flexibility to design an efficient network. Single points of interconnection are  
13 common for telecommunications companies exchanging local and toll traffic today. Clearly in  
14 the FCC's 96-98 Order, if more than one POI is required by GTE, GTE may establish the cost  
15 curve of Sprint and make it uneconomic to enter GTE market. This ability of GTE to raise an  
16 interconnection market entry barrier by requiring multiple, unnecessary POI's must be rejected.  
17

18 **Q. Has GTE agreed to pay for part of the facility cost in interconnecting with Sprint, a new  
19 carrier in the area?**  
20

21 **A.** No. In the Interconnection/Point of Interconnection section, II.B.4. of the Sprint Term Sheet  
22 states "ILEC shall be responsible for provisioning 50% of the interconnection facilities or to the  
23 ILEC wire center boundary, whichever is less. Sprint shall be responsible for provisioning 50%  
24 of the interconnection facilities or to the ILEC wire center boundary whichever is greater."  
25 GTE has not provided a response to Sprint on this cost sharing proposal.  
26

27 **Q. Is cost sharing appropriate in this context?**  
28

29 **A.** Yes. The incumbent local exchange carriers operating in an area have traditionally  
30 interconnected with each other either through collocation arrangements or through "mid span

1 meets" of their cable facilities. When applicable, access charges are billed per meet point  
2 billing agreements between the companies. The issues involved in meet point billing and  
3 construction of meet point facilities involve the responsibility of GTE to construct its fair share  
4 of facilities involved in interconnection between the network of Sprint and itself. Sprint has  
5 proposed that GTE be responsible for up to 50 percent of the construction of meet point  
6 facilities up to its company boundary. GTE has refused reasonable meet point arrangements.  
7 FCC Rule 51.321 defines "meet point interconnection arrangements" as one of those that are  
8 "technically feasible" and thus required. The FCC stated "the creation of meet point  
9 arrangements may require some build out of facilities by the incumbent LEC" whereby "each  
10 party pays its portion of the costs to build out the facilities to the meet point." However, the  
11 FCC only applied this arrangement "for interconnection pursuant to Sec. 251(c)(2) but not for  
12 unbundled access under Sec. 251(c)(3)." The FCC, declined to adopt specific length of build  
13 guidelines, leaving this up to this Commission to determine what would constitute a  
14 "reasonable accommodation of interconnection." Sprint believes that its meet point  
15 interconnection proposal, with its shared build out requirement meets the "reasonable  
16 accommodation of interconnection" test.

17  
18 **Q. Is GTE being reasonable concerning single trunk groups?**

19  
20 **A. No.** In the Interconnection/Point of Interconnection section, II.B.5. of the Sprint Term Sheet  
21 states "ILEC may not impose any restrictions on traffic types delivered to/from the POI(s) but  
22 may require the development and reporting of a jurisdictional usage factor indicating local,  
23 intrastate interexchange, and interstate interexchange usage along with reasonable audit rights  
24 or Sprint may report its actual usage. ILEC and Sprint shall each have reasonable audit rights."  
25 GTE desires to raise Sprint's costs by imposing multiple, less efficient trunk groups.

26  
27 **Q. Is it reasonable of Sprint to seek a trunk group with different traffic types?**

28



1 A. Yes. Traffic types refers to the various types of telecommunications traffic traversing existing  
2 networks. These would include, but are not limited to, traditional wireline, wireless, voice,  
3 data, switched, dedicated, different jurisdictions, etc.  
4

5 The POIs established by Sprint should be utilized for all traffic types so long as the "technically  
6 feasible" test is met. Sprint is a diversified telecommunications carrier providing local,  
7 interexchange, wireless, and other services. It is clearly technically feasible to mix traffic  
8 types on a single trunk group. However, there may be concerns in the ability to identify the  
9 various traffic types for billing purposes, e.g., local from toll, the different jurisdictions,  
10 wireless from wireline. This identification is important as long as different rates apply to  
11 different traffic types.  
12

13 **Q. Is there a solution to this issue?**  
14

15 A. Yes. For example, jurisdictional use factors (e.g. interLATA, intraLATA, local and CMRS)  
16 could be provided by Sprint, and that would enable GTE to apply the proper rates. In fact, a  
17 Percent Interstate Usage (PIU) factor is used today to identify the split between interstate and  
18 intrastate access minutes of use. A Percent Local Usage (PLU) factor could be used to identify  
19 local traffic, or, through the use of LMS software, actual usage could be reported by Sprint.  
20 Each party would, of course, have reasonable audit rights to ensure accuracy of the factors.  
21

22 **Q. Has Sprint and GTE failed to reach agreement on mixed traffic over common trunks?**  
23

24 A. Yes. In the Interconnection/Trunking section, II.D.2. of the Sprint Term Sheet states that  
25 "Local, intraLATA toll, interLATA access and other traffic should not be required to be  
26 separated across trunk groups without good technical reason. ILEC should accept percentage  
27 of use factors or Sprint traffic measurements of traffic delivered to ILEC. Sprint should accept  
28 ILEC percentage of use factors or ILEC traffic measurements of traffic delivered to Sprint.  
29 Reasonable audit rights shall be granted each party." GTE should agree to this provision.  
30

1 **Q. Are multiple trunk groups necessary in most cases?**

2

3 A. No. In all but of a few instances, there is no technical reason to require multiple trunk groups.  
4 To do so will result in higher network costs and reduced network efficiency, to both Sprint and  
5 GTE. While GTE may lack the ability to measure the jurisdiction of all terminating traffic over  
6 a combined service trunk group, it has been common practice for neighboring ILECs to bill  
7 based on measurements from the sending company. Based on this reality, and the availability  
8 of reasonable audit privileges, combined trunk groups utilizing either percent usage factor  
9 billing or sending company measurement are reasonable and should be allowed.

10

11 **Q. What are the exceptions to technical feasibility that would require separate trunk groups  
12 by traffic jurisdiction?**

13

14 A. In some rare situations, an ILEC may have separate tandems for local and toll traffic. In these  
15 cases, a CLEC may be required to provision trunks separately for local and toll, but these  
16 trunks could still be on the same facility at the POI. GTE would simply route the trunks  
17 separately on its network to the appropriate tandem.

18

19 **Q. What other interconnection issue has Sprint and GTE failed to reach agreement on?**

20

21 A. In the Interconnection/Traffic Types section, II.E.1. of the Sprint Term Sheet, Sprint states that  
22 "ILECs should provide the necessary facilities and equipment to allow for the exchange of  
23 Local Exchange, Exchange Access, Transit functions (the ILEC must provide intermediary  
24 tandem switching and transport services for Sprint's connection of its end-user to a local end-  
25 user of the ILEC served by a distant local switch, other CLECs, ITCs, CMRS providers and  
26 IXCs), and Other Services (the ILEC must provide connection and call routing for 911,  
27 directory assistance, and operator assistance services) between the ILEC and Sprint." GTE has  
28 not agreed to the request.

29

30 **Q. Is it reasonable to require GTE to interconnect for these purposes with Sprint?**

1

2 A. Yes. Each of the traffic types identified in Term Sheet item II.E.1. is commonplace on GTE  
3 network today and will likely be commonplace on the Sprint network. Therefore, it's essential  
4 that each traffic type be exchanged between Sprint and GTE pursuant to FCC Rule 51-305.

5

6 Q. **What is GTE's position on this term sheet item?**

7

8 A. In response to Sprint Term Sheet item II.B.5., GTE stated that "this agreement is for traffic  
9 originated by Sprint end users. GTE wants language to prohibit any other type of traffic, i.e.,  
10 wireless, other LECs." GTE's response to item II.B.5. indicates that it would also oppose  
11 Sprint's position on term sheet item II.E.1., above.

12

13 Q. **Has GTE agreed to provide the minimum list of unbundled network elements required by  
14 the FCC?**

15

16 A. No. In Term Sheet item IV.A. Interconnection/Access to Network Elements, Initial Unbundled  
17 Element List, it states that "Sprint expects that the unbundled elements initially available will  
18 conform to the minimum standards contained in FCC Rule 51.305 and subject to the provisions  
19 of 96-98 Order First Report and Order ("First R&O) released August 8, 1996." Specifically,  
20 the initial unbundled elements include:

21

22 1. LOCAL LOOPS including two-wire and four-wire analog and digital loops and cross-connects  
23 to either other unbundled elements or Sprint facilities.

24

25 2. NETWORK INTERFACE DEVICE

26

27 3. LOCAL SWITCHING including all features and functions as described in the First R&O at ¶¶  
28 412 & 418.

29

30 a. Line-side switching includes connection to an MDF where cross-connect to a loop may be  
obtained and a switch card with connection to the card.

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- b. **Trunk-side switching includes connection to trunk cross-connect and trunk card with features and functions.**
  
- 4. **TANDEM SWITCHING including all features and functions (e.g. recording and customized routing including those features and functions identified in the First R&O).**
  
- 5. **INTEROFFICE TRANSMISSION FACILITIES, both dedicated and shared between, ILEC offices or ILEC offices and the offices of others.**
  - a. **DS1, DS3 and Optical capabilities shall be provided where available.**
  
  - b. **Digital Cross-Connect usage in the same manner such as is provided to IXC's.**
  
- 6. **SIGNALING AND CALL-RELATED DATABASES**
  - a. **SS7 signaling links and STP access must be provided.**
  
  - b. **SS7 functionality for signaling within the ILEC network and to any network with which the ILEC is connected must be provided.**
  
  - c. **All call-related databases must be unbundled and available for query by Sprint including LIDB, Toll Free Calling and Number Portability through physical access at the ILEC STP related to the database.**
  
  - d. **All AIN databases must be unbundled and available for access by Sprint through either purchase of the ILEC local switching element or through SS7 connection with the switch of Sprint.**
  
  - e. **All Service Management Systems should be available to Sprint so that Sprint may create, modify and update information in call-related databases in the same manner as ILEC.**

1 7. OPERATOR SERVICES shall be available on both a wholesale basis and an unbundled basis  
2 to Sprint. Sprint shall be the brand on Sprint calls when technically feasible. Custom routing  
3 shall be provided when technically feasible. Sprint rates shall be quoted when technically  
4 feasible.

5  
6 8. DIRECTORY ASSISTANCE shall be available on both a wholesale basis and an unbundled  
7 basis to Sprint. Sprint shall be the brand on Sprint calls when technically feasible. Sprint data  
8 shall be included in the ILEC database. The ILEC database shall be available to Sprint.  
9 Custom routing shall be provided when technically feasible.

10  
11 9. OPERATIONS SUPPORT SYSTEMS including all systems used in pre-ordering, ordering,  
12 provisioning, maintenance and repair, billing, telephone number assignment, service interval  
13 information, and maintenance history, including any gateway system, shall be available on an  
14 unbundled basis by January 1, 1997.

15  
16 **Q. What is Sprint's justification for this Term Sheet item?**

17  
18 **A. As directed in FCC Rule 51.305 and the provisions of the 96-98 Order, all incumbent LECs**  
19 **should provide to any requesting telecommunications carrier for the provision of a**  
20 **telecommunications service, nondiscriminatory access to network elements on an unbundled**  
21 **basis at any technically feasible point, at rates, terms and conditions that are just, reasonable**  
22 **and nondiscriminatory. In addition, incumbent LECs are required to provide unbundled**  
23 **network elements in a manner that allows carriers to combine the elements in order to provide**  
24 **the telecommunications service. The Act defines a network element as a facility or equipment**  
25 **used in the provision of a telecommunications service, including features, functions, and**  
26 **capabilities such as subscriber numbers, databases, signaling systems and information sufficient**  
27 **for billing and collection, or used in transmission, routing, or provision of a**  
28 **telecommunications service. The Act requires the FCC, in determining which network**  
29 **elements should be made available, to consider, at a minimum, whether (a) access to network**

1 elements that are proprietary is necessary, and (b) whether failure to provide access to these  
2 network elements would impair the ability of a carrier to provide the services it wishes.

3  
4 The FCC's Order established a minimum set of network elements that the incumbent LEC must  
5 provide including (1) local loops; (2) network interface device; (3) local switching and tandem  
6 switching capability; (4) interoffice transmission facilities; (5) signaling and call-related  
7 databases; (6) operations support systems functions; and (7) operator services and directory  
8 assistance facilities. In order for competition to develop in an effective manner, GTE, must  
9 open its bottleneck facilities to competitors in a manner that does not needlessly raise the cost  
10 of competitive entry. It must, at a minimum, abide by the FCC's unbundling requirements.  
11 Clearly, Sprint must be allowed to interconnect at any technically feasible point within GTE's  
12 network and need only purchase those network elements that are required to implement the  
13 service that Sprint desires to offer. GTE has not responded to Sprint's recitation of the FCC  
14 Order requirements in this regard, but specifically opposes the unbundling of operator services  
15 and DA.

16  
17 **Q. Has Sprint and GTE agreed on other directory assistance issues?**

18  
19 **A. No. In the Interconnection/Directory Assistance section, VII.A.9. of the Sprint Term Sheet**  
20 **states "When technically feasible and requested by Sprint, ILEC should route Sprint customer**  
21 **DA calls to Sprint DA centers."**

22  
23 **Q. Is it technically feasible for GTE to route Sprint's customer DA calls to Sprint's DA**  
24 **centers?**

25  
26 **A. Yes. Through the utilization of separate trunk groups, GTE is able to redirect these calls to**  
27 **Sprint DA centers. In the case of "rebranded" services, the ILEC must prove to this**  
28 **Commission whether they have the technical ability or inability to provision this service**  
29 **requirement.**

30

1 **Q. Should GTE be required to brand operator services and directory assistance with the**  
2 **Sprint brand?**

3

4 **A. Yes. Directory Assistance and Operator Services are included in the FCC's minimum set of**  
5 **network elements that the incumbent LEC must provide access to on an unbundled basis,**  
6 **pursuant to Sec. 251 (c) (3) of the Act. As unbundled elements, Sprint would have the option**  
7 **to purchase this service from the ILEC, contract to a third party, or provide service on its own**  
8 **behalf.**

9

10 The FCC has also addressed branding concerns in the context of operator services and directory  
11 assistance. In the FCC's, Second Report and Order and Memorandum Opinion and Order  
12 released August 8, 1996, ("FCC 96-333"), the FCC "noted that branding plays a significant role  
13 in markets where competing providers are reselling" the services of the incumbent. To the  
14 extent that GTE is involved as an underlying supplier to Sprint, branding issues arise. The FCC  
15 order requires that GTE rebrand operator services and directory assistance in the competing  
16 provider's name, or to remove the providing LEC's brand name, GTE is acting as a contractor  
17 to Sprint for the provision of these services.

18

19 **Q. Are there any additional costs associated with placing the Sprint brand on DA and**  
20 **operator service calls?**

21

22 **A. Yes. As stated in Sprint's Term Sheet VII.A.8., Sprint will pay any additional trunking cost**  
23 **necessary to obtain branding.**

24

25 **Q. Has GTE agreed to implement the full two-PIC prescription methodology?**

26

27 **A. GTE has not provided a position on this Sprint Term Sheet item. In the Interconnection/Access**  
28 **to Such Services or Information Necessary to Allow Requesting Carrier to Implement Dialing**  
29 **Parity area, item XII.A.1. of the Sprint Term Sheet states that "Upon the earlier of a valid local**  
30 **commission order to implement intraLATA pre-subscription, three years from the date the**

1           **Telecommunications Act of 1996 was effective or when the ILEC (or its affiliates) is allowed**  
2           **into in region (e.g. states served by the ILEC) interLATA service, the full two-PIC option must**  
3           **be available for intraLATA and interLATA dialing parity.”**  
4

5           **In the FCC’s Second Report and Order (FCC 96-333), the FCC notes that Section 251(b)(3) of**  
6           **the Act gives LECs the “duty to provide dialing parity to competing providers of telephone**  
7           **exchange service and telephone toll service with respect to all telecommunications services that**  
8           **require dialing to route a call and encompasses international, interstate, intrastate, local and toll**  
9           **services.” FCC Rule 51.211 requires all LECs to provide both local and toll dialing parity; and**  
10           **to implement intraLATA and interLATA toll dialing parity, using the “full 2-PIC”**  
11           **presubscription method, no later than February 8, 1999.**  
12

13           **For BOCs, State orders prior to December 19, 1995, are not affected. If the BOC is allowed to**  
14           **provide in region, interLATA prior to February 8, 1999, they must provide intraLATA dialing**  
15           **parity coincident with the offering of interLATA service.**  
16

17           **BOCs and non-BOC LECs must file implementation plans with the state Commissions.**  
18           **Alternatively, under certain conditions contained in FCC Rule 51.213, these plans may be filed**  
19           **with the FCC.**  
20

21           **The Act and the FCC Rules are clear and unambiguous on the issue of toll dialing parity. LECs**  
22           **must implement full 2-PIC intraLATA dialing parity at the times specified in the Rules.**  
23           **Sprint’s position was developed based upon this requirement and definition. Sprint’s local**  
24           **customers need to be able to access Sprint for services without requiring the customers to**  
25           **employ special dialing codes that would not be required to access the same services on the GTE**  
26           **network. Examples of these services are intraLATA toll, operator assisted calls, directory**  
27           **assistance, and N11 calls. Experience in the intraLATA market indicates that customers**  
28           **generally are unwilling to dial extra digits or remember special dialing codes in order to reach**  
29           **competitive intraLATA carriers. The same would be true for all types of local calls, and thus,**  
30           **without dialing parity, local competition would be put in jeopardy.**



1 **ELECTRONIC SYSTEMS INTERFACES**

2  
3 **Q. What is Sprint's position on electronic system interface?**

4  
5 **A. The FCC specifically addressed the critical issue of CLEC access to GTE operational systems**  
6 **via an electronic interface in Section 251 (c)(3) of its 96-98 Order. It was determined that the**  
7 **Act's unbundled network element requirements apply to operational systems. Thus, the FCC**  
8 **requires each ILEC to provide nondiscriminatory, automated operational support systems,**  
9 **which enable new entrants access to pre-order, order, installation, provisioning, and repair**  
10 **services as well as the ability to assign numbers, monitor network stations (maintenance), and**  
11 **bill local service to its end customers. Such nondiscriminatory access necessarily includes**  
12 **access to the functionality of any internal gateway systems the ILEC employs in performing the**  
13 **above functions for its own customers.**

14  
15 **Q. What are the specific outstanding electronic operational interface issues which Sprint**  
16 **believes the Order, and the Act's, Section 251 (b)(2), (c)(3), and (c)(4) requires GTE to**  
17 **resolve in order to be in compliance with the Act?**

18  
19 **A. Sprint has identified a number of critical and complex interface requirements detailed in the**  
20 **Sprint Term Sheet that are required to provide Sprint customers with at least the same level of**  
21 **convenience, service, and quality that GTE end user customers receive. Any double standard**  
22 **where one level of service is applied by GTE to resale customers, and a second standard is**  
23 **applied to its own operation is discriminatory and unacceptable for the following operational**  
24 **interfaces:**

25  
26 **Operational Interfaces**

27  
28 **1. Pre-Ordering Interfaces**

- 29 a. **Address Verification**  
30 b. **Available Services**

- 1 c. Installation/Dispatch
- 2 d. Customer Service Record
- 3 e. Number Assignment and Reservation

4 2. Ordering/Provisioning Interfaces

5 3. Repair and Maintenance Interfaces

6 4. Billing Interfaces

- 7 a. Daily Usage
- 8 b. Wholesale Billing
- 9 c. Local Account Maintenance

10 5. Administrative Interfaces

- 11 a. Directory Listings
- 12 b. Directory Assistance
- 13 c. 911/E911

14

15 **Q. Beginning with the pre-ordering interfaces, can you explain in more detail the electronic**  
16 **interfaces required?**

17

18 **A. It is critical that Sprint be allowed to offer potential customers an ordering process which is at**  
19 **least as accurate and convenient as that provided by GTE to its own retail customers. In order**  
20 **to accomplish this goal, Sprint must have real time access to GTE information required to**  
21 **respond to questions by the customer prior to Sprint placing an order with GTE. This**  
22 **information includes:**

23

- 24 a. verification of a new customer's address
- 25 b. availability of GTE service features by central office
- 26 c. GTE time frame for service installation
- 27 d. GTE existing customer service record information for "As Is" verification
- 28 e. list of available GTE telephone numbers (including vanity numbers) for customer to
- 29 choose at installation or for reassignment of number
- 30 f. verification of customer credit worthiness

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Unless Sprint has the same access to this information as GTE, Sprint will be unable to provide its customers with an ordering experience comparable with what GTE provides its customers. In summary, Sprint will require access to multiple GTE information sources and coordination between itself and GTE to develop the interfaces noted.

**Q. Could you explain in more detail the interfaces required for Ordering and Provisioning?**

**A. A real time electronic system-to-system interface is required to enable Sprint to perform necessary service ordering and provisioning functions, including:**

**Service Ordering:**

- a. firm order confirmation (FOC)
- b. service errors and jeopardies
- c. charges associated with required construction
- d. ability to update GTE 911/E911 databases directly
- e. ability to update GTE LIDB database directly
- f. ability to suspend/restore service on request
- g. ability to order classified listing for white and yellow page listings

**Unbundled Services Ordering:**

- a. ordering of local loop
- b. ordering of network interface device
- c. ordering of switching capacity for local and tandem
- d. ordering of interoffice transmission facilities
- e. ordering of signaling networks and call-related databases
- f. ordering of operations support systems functions
- g. ordering of operator services and directory assistance

**Provisioning:**

- 1 a. status notification (service order completion, errors, jeopardies, missed appointment,  
2 and no access)

3  
4 Unless Sprint has the same access to this information as GTE, Sprint will be unable to provide  
5 its customers with an ordering experience comparable with what GTE provides its customers.  
6 In summary, Sprint will require access to multiple GTE information sources and coordination  
7 between itself and GTE to develop the interfaces noted.

8  
9 **Q. Next, could you explain in more detail the interfaces required for Repair and  
10 Maintenance functions?**

11  
12 **A. A real time electronic system-to-system interface is required to enable Sprint to perform  
13 necessary repair and maintenance functions, including:**

- 14  
15 a. trouble entry  
16 b. testing (preview and verify)  
17 c. status dispatch updates  
18 d. feature verification  
19 e. network surveillance  
20 f. trouble ticket escalation  
21 g. trouble ticket closure  
22 h. number administration  
23 i. scheduling of customer premise visits  
24 j. on-line mechanized line testing (MLT)  
25 k. planned outage reporting

26  
27 Network outages and other problems associated with network reliability seriously affect  
28 customer service as perceived by the customer. The frequency of these service interruptions  
29 and the manner in which a provider addresses these issues ultimately has a substantial impact  
30 on the ability of the provider to retain customers. If the process works well, Sprint customers

1 will not perceive that there is a service provider other than Sprint involved in providing their  
2 local service and will contact Sprint when problems occur. Thus, to provide service  
3 comparable to that which GTE provides its own end users, Sprint must have access to GTE's  
4 real-time electronic interface for repair and maintenance issues. Also, since the customer  
5 experiencing the service problem is Sprint's and not GTE's, any contact between the customer  
6 and GTE should be minimized. Therefore, if Sprint's customers mistakenly contact an GTE,  
7 GTE should refer the customer to Sprint.

8  
9 Sprint, not GTE, should also have the right to contact its own customers regarding any  
10 maintenance problems or potential interruptions in service. Therefore, GTE should provide  
11 prior notification to Sprint of any scheduled maintenance activity to be performed that will  
12 cause disruptions in the service of Sprint's customers. Also, Sprint, as the primary contact with  
13 its customers, will close all troubles with its own customers and would normally be the entity  
14 that would provide any pre-disconnect notification to the customer. Similarly, GTE must  
15 provide the ability for Sprint to suspend services at either the customer's request or at Sprint's  
16 request for any other reason.

17  
18 **Q. Could you explain in more detail the electronic interfaces required for Billing?**

19  
20 **A. For daily usage, Sprint requires GTE to provide detailed billing information in a format that**  
21 **Sprint can read and interpret. The format should be similar to those provided by industry**  
22 **standard access billing systems such as CABS. Usage information should be processed using**  
23 **the Exchange Message Record (EMR) format which is currently in place with all the ILECs.**  
24 **Daily exchanges of the billing information are required via previously agreed upon media.**

25  
26 **For wholesale billing, GTE must capture all terminating call records and send this information**  
27 **to Sprint daily in the EMR format.**

28  
29 **For all customer disconnects, GTE should provide Sprint an electronic disconnect notice within**  
30 **48 hours of the disconnect using an EMI format.**

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**Q. Could you explain in more detail the electronic interfaces required for Administrative Interfaces?**

**A. Sprint requires GTE to provide updates to customer support databases such as 911/E911 and white and yellow page directory listings so that administrative requests for data updates generated in the course of Sprint's business with its customers will be facilitated. Electronic updates to GTE databases within the same time parameters utilized by GTE to update its own customer support databases are required. Once again, this is a requirement that GTE provide and make available to Sprint methods and procedures utilized by GTE and expected by Sprint's customers who have previously interacted with GTE. Failure to comply with these requirements will lead the customer to perceive that Sprint can not handle simple administrative functions and alter the competitive balance by making Sprint's customer service seem inferior to GTE's.**

**Q. What is the status of GTE negotiations with Sprint in regards to electronic systems interfaces?**

**A. In summary, GTE has indicated that it is not yet in a position to discuss interim interfaces for pre-ordering, ordering, provisioning, and maintenance to meet the 1/1/97 requirements of the FCC Order for some of the requirements previously identified. Thus, Sprint and GTE have not reached agreement on long term or interim interfaces for the above-mentioned interfaces. Nonetheless, Sprint believes that certain interim capabilities could possibly be met by the development of NDM (Network Data Mover) across the functional areas as the electronic interface mechanism combined with either a EMR or EMI format. Research continues on interim solutions. The referenced NDM example does not, however, prevent duplicate work by both parties that will result in many non-standard inefficient interim solutions between the CLECs and GTE. To minimize development expense, Sprint recommends an interim method to electronically transmit information. The application-to-application interfaces previously noted are critical to ensuring equal customer service parity.**

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The longer term solution that Sprint supports is the establishment of an industry standard EDI (Electronic Data Interface) between Sprint (CLECs in general) and ILEC application systems. Currently, work is in progress on standards for unbundled services ordering (ASR), but all the other functional areas are not yet standardized. A very proactive industry committee with emphasis and support from state regulatory bodies and the FCC will need to be formed and rganized quickly to develop standards in partnership with other IXCs, CLECs and ILECs. Until this industry forum is established, continued inefficiencies due to non-standard electronic interfaces will hinder the competitive activities of the CLECs, waste development resources, and delay the intended outcomes of the FCC Order and the Telecommunications Act.

**Q. Do you have any further observations concerning the relationship that should exist between Sprint and GTE?**

**A. Yes. GTE should be required to fully comply with the Act's and FCC Order's requirements. If this is accomplished, consumers will have the opportunity, in the future, to benefit from competitive choices, and will receive the wide array of products and services that an open market produces.**

**Q. Does this conclude your testimony?**

**A. Yes, it does.**

**GTE  
TERM SHEET MATRIX**

EXHIBIT 1

T.S. REF.	SPRINT POSITION	STATUS	GTE POSITION
I.A.	<p><b>GENERAL</b> 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.</p>	A	
I.B.	<p>As required by the FCC's Order in Docket No. 96-98 ("the 96-98 Order"), any price, term and/or condition offered to any carrier by ILEC shall be made available to Sprint Communications Company ("Sprint") on a most favored nation's ("MFN") 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. The MFN shall apply to any unbundled element or service (e.g. directory assistance, basic residential service, intraLATA toll, Centrex, call waiting). Exceptions to the general availability of MFN should be very limited and include only volume discounts that reflect only cost savings, term discounts, significant differences in operations support (e.g. unbundled loops with maintenance as compared to unbundled loops without maintenance or unbundled loops conditioned for data as compared to voice grade loops), and technical feasibility (e.g. local switching must be purchased to receive vertical features supported by the switch). If a state commission issues an Order setting price for all carriers, then this Agreement shall reflect this price as long as that is the only price offered by ILEC. If geographic zones are not uniform as applied to all carriers, Sprint may choose the lowest price available from the ILEC for the each specific area being served by Sprint.</p>	D	<p>"Sprint may review any contracts that GTE files with commissions, but GTE does not want 'most favored nation' language in our contracts."</p>
I.C.	<p>As required by the 96-98 Order, ILEC must geographically deaverage it's cost-based unbundled elements. However, geographic deaveraging must be accomplished in a manner such as Zone Density by office and not on specific routes or capacity dedicated to individual carriers. Deaveraging should reflect cost differences 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 economies of scale equally with each interconnecting carrier. (e.g., a LEC could establish loop prices reflecting underlying cost differences, but the price per loop to a customer location should not vary by</p>	D	<p>"GTE will discuss volume discounts with Sprint, but desires to provide volume discounts to our customers."</p>

**LEGEND**

A = Agree  
D = Disagree

DOCUMENT NUMBER-DATE

10624 OCT-4 88

FPSC-RECORDS/REPORTING



Term Sheet Matrix (Contd.)

T.S. REF.	SPRINT POSITION	STATUS	GTE POSITION
	volume purchased by an individual carrier.)		
I.D.	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. However, any redesign or reconfiguration expenses required by a regulatory body where the regulatory body establishes a cost-sharing arrangement may be billed on an appropriate non-discriminatory basis to Sprint.	A	
I.E.	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.	D	<p>"GTE will provide parity in regards to provisioning except for Express Dial Tone and Lines Keeper."</p> <p>GTE has also created discriminatory situations in the context of the California trial as follows:</p> <ul style="list-style-type: none"> <li>- GTE will not automatically update the directory record(s) and directory assistance database from its customer record. Rather, Sprint must populate a separate file for the directory and DA records and transmit the data in separate (from the LSR) files over the same NDM feed;</li> <li>- GTE will not migrate the directory information;</li> <li>- GTE will not migrate the directory information "as is" in a conversion order;</li> <li>- GTE will not provide "as is" customer information to Sprint, absent a signed Letter of Authorization from the customer when Sprint is in the process of converting a customer from GTE to Sprint.</li> <li>- GTE will not provide Sprint branded operator service, DA, and will not provide unbranded vertical services (i.e., Call Trace) in instances where the vertical service is branded GTE.</li> <li>- GTE has not committed to a date as to when Sprint will be in "system parity" with GTE</li> <li>- GTE has not provided service install intervals in parity with itself (need specific examples)</li> </ul>
I.F.	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, as compared to customer CPNI which is subject to customer authorized release, (e.g. Sprint interexchange billings performed by	A	

LEGEND

A - Agree  
D - Disagree

Term Sheet Matrix (Contd.)

T.S. REF.	SPRINT POSITION	STATUS	GTE POSITION
	ILEC on behalf of Sprint).		
I.G.	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.	A	
II.A.	<b>INTERCONNECTION GENERAL REQUIREMENTS</b> The ILEC shall interconnect its facilities with those of 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, via physical or virtual collocation when requested, in a timely manner, and in a manner that provides Sprint with at least interconnection quality equal to that which the ILEC provides to itself, its affiliate or third parties.	A	
II.B.1.	<b>POINT OF INTERCONNECTION</b> 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. Sprint need not interconnect at each tandem or end office to terminate calls to the entire local calling or toll call area of the ILEC.	D	"GTE will not route local/EAS Sprint traffic between tandems. Traffic will be routed directly to end offices or to the tandem that serves the end offices where the traffic will terminate."
II.B.2.	As required by the 96-98 Order, Sprint's POIs may be at any technically feasible point within the ILEC network, including, but not limited to: tandem switches, end office switches or other wire centers. Collocation is not a requirement for establishing a POI. POIs can be established via meetpoint, collocation or other mutually agreed to methods, subject only to the limitation of technical feasibility.	A	
II.B.3.	ILEC and Sprint agree to install sufficient facilities to carry traffic (1) to route calls originating on their networks and terminating on Sprint's network to its POI, and (2) to route calls originating on Sprint's network, but terminating on its network from Sprint's POI, and will work cooperatively to ensure such.	A	
II.B.4.	ILEC shall be responsible for provisioning 50% of the interconnection facilities or to the ILEC wire center boundary, whichever is less. Sprint shall be responsible for provisioning 50% of the interconnection facilities or to the ILEC wire center boundary whichever is greater.	D	
II.B.5.	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	D	GTE takes the position that "this agreement is for traffic originated by Sprint end users. GTE wants language

LEGEND

A = Agree

D = Disagree

Term Sheet Matrix (Contd.)

T.S. REF.	SPRINT POSITION	STATUS	GTE POSITION
	factor indicating local, intrastate interexchange, and interstate interexchange usage along with reasonable audit rights or Sprint may report its actual usage. ILEC and Sprint shall each have reasonable audit rights.		to prohibit any other type of traffic, i.e., wireless, other LECs"
II.B.6.	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.	A	
II.B.7.	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 Sprint utilizing the tandem function of Sprint, (e.g., subtending ILECs, CMRS carriers and IXCs). Calls should be routed or terminated using the same network, ensuring the same quality of service, as Sprint provides its own end-users. Tandem and transport cost, if any, between tandem and end office shall be recovered from the originating carrier.	A	
II.C.1.	<b>COLLOCATION</b> When interconnection or access to unbundled elements is provided where collocation is utilized, Sprint must be allowed to lease transport from the collocation facility to any other point on ILEC network and to directly connect via ILEC facilities with other collocators.	A	"Sprint has the ability today to purchase transport and special access lines to connect their collocation facility to other points in GTE's network."
II.C.2.	Sprint collocation equipment must include any equipment used for interconnection or access to unbundled elements. FCC Rules 51.323.	A	
II.C.3.	The ILEC should generally meet a minimum 90-day interval for establishing new collocation arrangements. A full explanation of required delays past 90-days for installation of new collocation arrangements must be provided by ILEC.	D	GTE will negotiate with Sprint on time intervals for each collocation arrangement request, but will not commit to one standard interval for all situations.
II.C.4	<b>COMPENSATION.</b> The cost of providing collocation shall be at TELRIC plus a forward-looking allocation of reasonable joint and common costs, but in the absence of a cost study the interim price shall be set, subject to that under investigation in CC Docket 91-141 Expanded Interconnection.	D	
II.D.1.	<b>TRUNKING</b> 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. Two-way trunking should be used where technically feasible.	A	
II.D.2.	Local, intraLATA toll, interLATA access and other traffic should not be required to be separated across trunk groups without good technical reason. ILEC should accept percentage of use factors or Sprint traffic measurements of traffic delivered to ILEC. Sprint should accept ILEC percentage of use factors or ILEC traffic measurements of traffic delivered to Sprint. Reasonable audit rights shall be granted each party.	D	GTE requires separate trunks for interLATA (access) from local/EAS/intraLATA toll.

LEGEND

A = Agree

D = Disagree

Term Sheet Matrix (Contd.)

T.S. REF.	SPRINT POSITION	STATUS	GTE POSITION
II.D.3.	Sprint should offer B8ZS Extended Super Frame ("ESF") facilities, where technically feasible, to each other, and make these facilities available to allow for transmission of voice and data traffic.	A	GTE will offer B8ZS via separate trunks where available.
II.D.4.	Interconnection should be available at any technically feasible point that is used in the transmission of voice, data or other types of traffic.	A	
II.E.1.	<b>TRAFFIC TYPES</b> 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 IXC), and Other Services (the ILEC must provide connection and call routing for 911, directory assistance, and operator assistance services) between the ILEC and Sprint.	D	See response to II.B.5.
II.F.1.	<b>SIGNALING</b> Where available, the ILEC shall provide and implement all defined and supported Sprint Signaling System 7 ("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.	A	
II.F.2.	Sprint shall have the option for Multi-frequency ("MF") signaling, but only when either party does not have the technical capacity to provide SS7 facilities.	A	
II.F.3.	To the extent available in its network, the ILEC shall provide CIP (CIC within the SS7 call set-up signaling protocol). Sprint presumes there is no incremental recurring cost associated with this request and believes no charge is appropriate. If, after performing a TELRIC study, incremental costs are identified, Sprint will pay those costs for delivery of this information to Sprint. If chargeable, Sprint will likewise perform a cost study to identify this cost when it provides this information to ILEC and shall charge ILEC in a similar manner. At the option of Sprint, the ILEC must provide SS7 functionality via GR-394 SS7 format and/or GR-317 SS7 format.	A	
II.F.4.	The ILEC must support inter-company 64 KBPS clear channel.	A	GTE will support intercompany 64 kbps clear channel where available.
II.F.5.	Sprint 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.	A	
II.F.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	A	

LEGEND

A = Agree

D = Disagree

Term Sheet Matrix (Contd.)

T.S. REF.	SPRINT POSITION	STATUS	GTE POSITION
	the standard.		
II.F.7.	The standards and ILEC-developed requirements/specifications for the ILEC network-user interface must be compatible with the network-network interface utilized between the ILEC and Sprint. Specifically, the ILEC should not develop products and services with proprietary network interfaces that inhibit or restrict the ability of Sprint to utilize the product or service in the provisioning of Sprints' services.	A	
III.A.1.	<b>BUSINESS PROCESS ORDER PROCESSING</b> The ILEC and Sprint will work cooperatively to provide or establish the following:  The ILECs should establish dedicated CLEC ordering centers.	A	
III.A.2.	Industry standardized electronic interfaces for the exchange of ordering information must be adopted and made available using industry standard order formats and methods that are developed, (e.g. EDI). Electronic Data Interfaces ("EDI") should be established to provide access to the ILEC order processing database. Prior to industry standards being established, ILEC shall develop interim electronic interface arrangements with their systems.	A	
III.A.3.	The ILEC is responsible for ordering facilities to terminate traffic to Sprint.	A	
III.A.4.	When two-way trunking is employed, the parties will select a mutually agreeable automated ordering process.	A	
III.A.5.	Appropriate ordering/provisioning codes should be established for each identified service and unbundled combination.	A	
III.A.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.	A	
III.A.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. Until such time as electronic access to numbering resources is available, ILEC shall pre-assign blocks of numbers in sufficient quantity to meet the needs of Sprint.	D	"GTE will provide over the telephone, new telephone numbers. GTE is piloting and will provide electronic interface when available. GTE gave no specified time frame.
III.A.8.	When purchasing switching capabilities, Sprint requires the ability to order all features on that switch (e.g., calling block of 900, 976, or 976-like calls by line or trunk on an individual case basis) and ILEC shall provide high usage reports to Sprint as needed, so that Sprint may provide any regulatory-required or currently available to	A	

LEGEND  
A = Agree  
D = Disagree

Term Sheet Matrix (Contd.)

T.S. REF.	SPRINT POSITION	STATUS	GTE POSITION
	ILEC high usage reports to its end-users. Examples of high usage reports include those used with toll-cap service and fraud detection where customer service is suspended when usage reaches a certain level.		
III.A.9.	Sprint and the ILEC will adopt an industry standard service order/disconnect order format.	A	
III.A.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.	D	"Installation schedules will confirmed on the Firm Order Commitment (FOC)." GTE provides no date as to when this electronic interface will be made available, or what the design of the interface will be.
III.A.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 LSO (such as Digital Copper, Copper Analog, ISDN, etc.), order completion with all service order and time and cost related fees, rejections/errors on service order data element(s), jeopardy against the due date, missed appointments, additional order charges (construction charges), order status, validation of street address detail, and electronic notification of the local line options that were provisioned, at the time of order completion, by the ILEC for all Sprint local customers. This applies to all types of service orders and all elements.	D	"Real time" response will occur with electronic interface availability. Line option will be based on technology available and GTE will not validate street address detail. GTE will work with Sprint on procedures until such time as electronic interfaces are available."
III.A.12.	At all times, the ILEC will direct customer to Sprint for inquiries or actions concerning their Sprint service. ILEC should either migrate from N11 dialing to its business office and repair centers to seven digit numbers or 800 numbers so that Sprint customers have dialing parity to similar centers or ILEC should make N11 dialing available so that Sprint customers are directed to Sprint.	D	Sprint's experience in the California trial suggests that GTE disagrees.
III.B.1.	<b>PROVISIONING &amp; INSTALLATION</b> The ILEC will provide all test and turn-up procedures in support of the unbundled elements/combinations/services ordered by Sprint.	A	
III.B.2.	Within 48 hours of any disconnect, the ILEC will notify Sprint of the disconnect of any Sprint unbundled element/combination/service.	A	
III.B.3.	All notices, invoices, and documentation provided on behalf of Sprint to the customer at the customer's premises by the ILEC's field personnel shall either be branded Sprint or non-branded. ILEC shall not market its services during such calls thereby misusing CPNI from Sprint. Sprint will provide or pay for notices used in its behalf.	D	"This language is too broad. GTE will agree to III.C.9. language. GTE will not misuse CPNI."  Further, in discussions of operational policy in the context of Sprint's California trial, GTE indicated that it would sell its inside wire maintenance service at the customer's premise if, in the course of trouble isolation on behalf of Sprint, trouble is found to be on the customer's side of the NID. GTE presents three options: 1. The GTE

LEGEND

A = Agree

D = Disagree

Term Sheet Matrix (Contd.)

T.S. REF.	SPRINT POSITION	STATUS	GTE POSITION
			craft person will provide inside wire work himself; 2. The GTE craft person will instruct the customer to call his local phone company; and, 3. The GTE craft person will instruct the end user that he can call any qualified electrician in the yellow pages.
III.B.4.	ILEC shall provide the ability for Sprint to mechanize test or will test all elements/combinations.	D	"Sprint will not be allowed to use GTE test facilities. In resale, GTE will test exclusively."
III.B.5.	ILEC will provide a system to mark Sprint emergency and trunking circuits and elements.	D	"GTE will not create or provide such information on Sprint circuits."
III.C.1.	<b>TROUBLE RESOLUTION, MAINTENANCE, CUSTOMER CARE</b> ILEC must work toward dedicated service centers available 7 days a week, 24 hours a day, and in the interim must handle Sprint calls as well as other customer calls in a non-discriminatory manner.	D	"GTE will not dedicate service centers to any particular use or CLEC."
III.C.2.	ILEC and Sprint shall develop a process for the management of misdirected service calls, to be used to refer/transfer calls from customers to Sprint for action. N11 dialing to ILEC repair centers should be discontinued, or N11 call routing to the appropriate carrier should be available.	D	"GTE contact person will provide a referral telephone number."
III.C.3.a.	Sprint must have read and write access to the ILEC's maintenance and trouble report systems including the following systems and/or functionality:  Trouble reporting/dispatch capability - access must be real time	D	"Sprint access to these systems is not available, but GTE is reviewing for future consideration."  GTE has not committed to a date as to when it would be available, nor has it communicated any design specifications
III.C.3.b.	Repair status/confirmations; maintenance/trouble report systems	D	See position in III.C.3.a.
III.C.3.c.	Planned/unplanned outage reports	D	See position in III.C.3.a.
III.C.3.d.	Mechanized line testing	D	See position in III.C.3.a.
III.C.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.	A	
III.C.5.	ILEC and Sprint shall develop an escalation process to assist in problem resolution.	A	
III.C.6.	Each carrier 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.	A	
III.C.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.	D	"Sprint should bear the cost of all such charges for their end users."
III.C.8.	The ILEC shall provide progress status reports so that	D	"GTE will not provide progress status

LEGEND

A = Agree

D = Disagree

Term Sheet Matrix (Contd.)

T.S. REF.	SPRINT POSITION	STATUS	GTE POSITION
	Sprint will be able to provide end-user customers with 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.		reports at this time. Future consideration will be given with electronic interfacing."  No date was offered by GTE. Also, as a matter of procedure, GTE intends to close a trouble report with the Sprint end user in instances where trouble isolation isolates the trouble on the customer's side of the NID. GTE will then, while on premise, offer to fix the end user's inside wire without first providing status to Sprint and allowing Sprint to dispatch to repair the inside wire.
III.C.9.	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.	A	
III.C.10.	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.	A	
III.C.11.	Sprint shall receive prior notification of any scheduled maintenance activity performed by the local supplier that may be service affecting to Sprint local customers (e.g., cable throws, power tests, etc.).	A	
III.D.1.	<b>BILLING</b> 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.	A	
III.D.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.	A	
III.D.3.	There should be no discrete development charges imposed on Sprint for the establishment of meet point billing arrangements.	A	
III.D.4.	Sprint and the ILEC should implement industry standard CARE records for correct provisioning and billing to IXCs.	A	
III.D.5.	Where the ILEC provides transit functions, the ILEC will prepare and transmit Inward Terminating call records for the appropriate IXC to Sprint.	A	
III.D.6.	The ILEC and Sprint will exchange the appropriate records to bill access charges to the IXC.	A	

LEGEND

A = Agree  
D = Disagree



Term Sheet Matrix (Contd.)

T.S. REF.	SPRINT POSITION	STATUS	GTE POSITION
III.D.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).	A	
III.D.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")), at no additional charge.	A	
III.D.9.	ILEC must agree to exchange test files to support implementation of meet point billing prior to live bill production.	A	
III.D.10.	When Sprint owns the end-office, the ILEC will not bill a RIC to Sprint, the IXC, or a Sprint end-user for access minutes crossing the facilities of both the ILEC and Sprint.	D	"In interconnection, GTE will bill the RIC if tandem service is provided."
III.D.11.	To the extent that Sprint is liable to any toll provider for fraud and to the extent that Sprint could not have reasonably prevented such fraud, the ILEC must indemnify Sprint for any fraud due to compromise of ILEC's network that could have been reasonably prevented by ILEC action (e.g., Clip-on, missing information digits, missing toll restriction, etc.).	A	
III.E.1.	<b>QUALITY OF SERVICE</b> ILEC shall work cooperatively to provide Sprint provisioning, repair and maintenance support 7-days a week, 24 hours a day.	D	"GTE will provide support 5 days a week from 8:00 am to 5:00 p.m. for each time zone." However, actual practice in Sprint's California trial does not support GTE's commitment. Sprint can only provision up to 3:00 p.m. eastern time.
III.E.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.	D	GTE generally agrees, subject to LSR time constraints (which create a disparity situation). GTE will not offer the same intervals on Express Dial Tone.
III.E.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.	D	See position in III.E.2.
III.E.4.	Interconnection quality of service should be no less than that provided by the ILEC for its own services.	A	
III.E.5.	ILEC must agree to specified design objectives on local interconnection facilities. Sprint's standard is P.01 in the busy day busy hour.	A	
III.E.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.	A	
III.E.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.	A	

LEGEND

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Term Sheet Matrix (Contd.)

T.S. REF.	SPRINT POSITION	STATUS	GTE POSITION
III.E.8.	Sprint and ILEC must agree to a process to expedite network augmentations and other orders.	A	
III.E.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.	A	
III.E.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: <ul style="list-style-type: none"> <li>a. Switch features at parity</li> <li>b. Treatment during overflow/congestion conditions at parity</li> <li>c. Equipment/interface protection at parity</li> <li>d. Power redundancy at parity</li> <li>e. Sufficient spare facilities to ensure provisioning, repair, performance, and availability at parity</li> <li>f. Standard interfaces</li> <li>g. Real time access to integrated test functionality</li> </ul>	D	a. b. c. d. e. f. g. "GTE will not include 'real time' access."
III.E.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.	D	"GTE will maintain quality standards as required by state regulators."
III.F.1.	<b>INFORMATION</b> Completion confirmation must be provided to ensure that all necessary translation work is completed on newly installed facilities or augments.	A	
III.F.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.	A	
III.F.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.	A	"GTE will not provide a dump of customer information."
III.F.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.	D	"Needs clarification. GTE will provide street address guide (SAG) for a charge."
III.F.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.	A	
III.F.6.	The ILEC must provide an initial electronic copy of the Service Address Guide ("SAG"), or its equivalent, on a going forward basis. Updates are expected as changes are	A	See III.F.4.

LEGEND  
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D = Disagree

Term Sheet Matrix (Contd.)

T.S. REF.	SPRINT POSITION	STATUS	GTE POSITION
	made to the SAG.		
III.F.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. Sprint shall receive notice of the availability of new features (e.g. both ILEC and Sprint should be notified that a given ILEC switch is now capable of offering a given feature or service or that a hybrid fiber/coaxial network is replacing copper loops in a given area) at the same time so that ILEC and Sprint marketing personnel have parity in network information availability.	D	"Sprint will receive information as appropriate to maintain network efficiencies. Other items such as Sprint initiated network optimization or training may be made available at a charge."
III.F.8.	ILEC shall provide Sprint with a list of emergency numbers (e.g. same digit PSAP numbers, police, fire, etc.).	A	"Information requested is available in directory."
IV.A.1.	<b>ACCESS TO NETWORK ELEMENTS INITIAL UNBUNDLED ELEMENTS</b> Sprint expects that the unbundled elements initially available will conform to the minimum standards contained in FCC Rule 51.305 and subject to the provisions of CC Docket No. 96-98 First Report and Order ("First R&O") released August 8, 1996.  <b>LOCAL LOOPS</b> including two-wire and four-wire analog and digital loops and cross-connects to either other unbundled elements or Sprint facilities.	D	
IV.A.2.	<b>NETWORK INTERFACE DEVICE.</b>	D	
IV.A.3.	<b>LOCAL SWITCHING</b> including all features and functions as described in the First R&O at ¶¶ 412 & 41B. a. Line-side switching includes connection to an MDF where cross-connect to a loop may be obtained and a switch card with connection to the card. b. Trunk-side switching includes connection to trunk cross-connect and trunk card with features and functions.	D	
IV.A.4.	<b>TANDEM SWITCHING</b> including all features and functions (e.g. recording and customized routing including those features and functions identified in the First R&O).	D	
IV.A.5.	<b>INTEROFFICE TRANSMISSION FACILITIES</b> , both dedicated and shared between, ILEC offices and the offices of others. a. DS1, DS3 and Optical capabilities shall be provided where available. b. Digital Cross-Connect usage in the same manner such as is provided to IXC's.	D	
IV.A.6	<b>SIGNALING AND CALL-RELATED DATABASES.</b> a. SS7 signaling links and STP access must be provided. b. SS7 functionality for signaling within the ILEC network and to any network with which the ILEC is connected must be provided.	D	

LEGEND

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D = Disagree

Term Sheet Matrix (Contd.)

T.S. REF.	SPRINT POSITION	STATUS	GTE POSITION
	<p>c. All call-related databases must be unbundled and available for query by Sprint including LIDB, Toll Free Calling and Number Portability through physical access at the ILEC STP related to the database.</p> <p>d. All AIN databases must be unbundled and available for access by Sprint through either purchase of the ILEC local switching element or through SS7 connection with the switch of Sprint.</p> <p>e. All Service Management Systems should be available to Sprint so that Sprint may create, modify and update information in call-related databases in the same manner as ILEC.</p>		
IV.A.7.	OPERATOR SERVICES shall be available on both a wholesale basis and an unbundled basis to Sprint. Sprint shall be the brand on Sprint calls when technically feasible. Custom routing shall be provided when technically feasible. Sprint rates shall be quoted when technically feasible.	D	GTE will not unbundle nor Sprint brand operator services.
IV.A.8.	DIRECTORY ASSISTANCE shall be available on both a wholesale basis and an unbundled basis to Sprint. Sprint shall be the brand on Sprint calls when technically feasible. Sprint data shall be included in the ILEC database. The ILEC database shall be available to Sprint. Custom routing shall be provided when technically feasible.	D	GTE will not unbundle nor Sprint brand directory services. GTE will not make its DA database available to Sprint.
IV.A.9.	OPERATIONS SUPPORT SYSTEMS including all systems used in pre-ordering, ordering, provisioning, maintenance and repair, billing, telephone number assignment, service interval information, and maintenance history, including any gateway system, shall be available on an unbundled basis by January 1, 1997.	D	GTE has not agreed to an implementation schedule, nor has it shared any OSS protocol information.
IV.B.	<b>COMPENSATION</b> All unbundled network elements including their functionality shall be priced at TELRIC plus reasonable allocation of forward-looking joint and common costs as outlined in FCC Rule 51.505.	D	A joint/common cost allocation < or = 15% is not appropriate for GTE. Also, GTE's cost development doesn't always include "latest available technology" and there is a general desire to recover embedded costs.
V.A.1.	<b>ACCESS TO POLES, DUCTS, CONDUITS, RIGHT-OF-WAY ACCESS</b> 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.	D	"GTE interprets the Telecom Act to differentiate between owners and attaching third parties. Sprint, as a third party, will be provided with nondiscriminatory access to GTE's poles, ducts, conduits, and ROW. GTE will have the right to refuse access due to capacity constraints based on GTE's 5-year planning horizon, and for reasons of safety, reliability, and generally applicable engineering purposes. Requests will be handled on a first come-first served basis. GTE will expect complete reciprocity on this

LEGEND

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D = Disagree

Term Sheet Matrix (Contd )

T.S. REF.	SPRINT POSITION	STATUS	GTE POSITION
			issue."
V.A.2.	ILEC shall allow Sprint the same access to the network interface device as it allows to end-users.	A	"GTE is not clear on the intent of this question and requires some clarification from Sprint."
V.A.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.	D	"See response to V.A.1."
V.A.4.	Any authorization to attach to poles, overlashing 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.	D	"Authorization to attach to poles will not be unreasonably restricted, withheld, or delayed and will be handled as outlined as set forth in GTE's position to V.A.1. Overlashing, which is attaching a new cable to one that already exists on a pole, is still being reviewed by GTE. As the owner of the facility, GTE reserves the proprietary right to decide how its underground facilities will be deployed. Any nonstandard application will be strictly prohibited without the prior written consent of GTE (such as breaking out of manholes, breaking out of conduit, etc.)."
V.A.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 public access with property owners.	A	
V.B.1.	<b>COMPENSATION</b> Fees related to engineering surveys for potential right-of-way use shall be based, on TELRIC plus a reasonable allocation of joint and common costs be consistent with the provisions in the Act.	D	"The costs for make ready, rearrangement, or expansion of capacity will be paid by the company requesting the attachment that creates the need. If several parties want new attachments on the same facilities at the same time, they can approach GTE together and we will split the costs between those parties."
V.C.1.	<b>INFORMATION</b> ILEC should provide routine notification of changes to poles, conduits, ROW, etc., related to Sprint's network utilizing these facilities.	A	"GTE agrees to provide notification of changes and will work with Sprint on defining 'routine'."
V.C.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.	A	"GTE will develop a process by which Sprint can view GTE's high level 'key maps.' These maps will only have routing-type information, no facility assignment information. Access to maps by Sprint will be strictly controlled. If we do, GTE will make an appointment with Sprint to come to our location and review their request in more detail, including reviewing of high level key maps. GTE requires more information from Sprint on defining 'auditing'."

LEGEND

A = Agree

D = Disagree

Term Sheet Matrix (Contd.)

T.S. REF.	SPRINT POSITION	STATUS	GTE POSITION
V.C.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.	D	GTE can not make an appropriate determination at this point, but takes the position that it is definitely longer than 10 days and will probably vary by area and/or state." GTE never provided an alternative availability schedule to Sprint.
VI.A.1.	<b>ACCESS TO 911, DA, OPERATOR SERVICES 911 GENERAL REQUIREMENTS.</b> ILEC must provide interconnection to 911 selective routing switch to route calls from Sprint network to correct Public Safety Answering Point ("PSAP").	A	"GTE agrees but interconnection will be via a minimum of two dedicated CAMA-type trunks to 911 selective routing switch to route calls from Sprint to correct PSAP."
VI.A.2.	ILEC will provide identification of default arrangements.	A	
VI.A.3.	ILEC will maintain and ultimately provide an automated interface to Automatic Location Identification ("ALI") database.	A	
VI.A.4.	ILEC must identify any special routing arrangements to complete overflow.	A	
VI.A.5.	Ultimately, ILEC must identify any requirements for emergency backup number in case of massive trunk failures.	A	
VI.A.6.	ILEC must provide sufficient planning information regarding anticipated move to the use of SS7 signaling within the next 12 months.	A	
VI.A.7.	ILEC must identify any special default ESN requirements.	A	"GTE must work with 911 district to ensure MSAG is correct for its subscribers addresses and must identify any special ESN requirements."
VI.A.8.	ILEC must adopt NENA standards for street addressing and abbreviations.	A	"In addition, GTE must use NENA version 2 record format for ALI."
VI.A.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.	D	"Still under review by GTE."
VI.B.	<b>QUALITY OF SERVICE</b> 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.	A	
VI.C.1.	<b>INFORMATION</b> Where permitted by law, ILEC will make available to Sprint the mechanized Master Street Address Guide ("MSAG") and routine updates.	A	
VI.C.2.	ILEC will provide mapping of NXXs to Selective Routers and PSAPs.	A	
VI.C.3.	ILEC must provide reports to identify the locations of E911 tandems with CLLI codes.	A	
VI.C.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.	A	

LEGEND

A = Agree

D = Disagree

Term Sheet Matrix (Contd.)

T.S. REF.	SPRINT POSITION	STATUS	GTE POSITION
VI.C.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.	A	
VI.C.6.	ILEC must provide reports to identify which databases cover which states or areas of the state.	A	
VI.C.7.	Sprint requires and ILEC shall provide a point-of-contact for each database administrator.	A	
VI.C.8.	ILEC must identify any special operator-assisted calling requirements to support 911.	A	
VI.D.1.	<b>BUSINESS PROCESSES</b> ILEC must establish an automated Access Service Request ("ASR") process for 911 trunk provisioning	A	
VI.D.2.	ILEC must provide emergency restoral of all trunk or network outages on the same terms/conditions it provides itself.	A	
VI.D.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	A	
VI.D.4.	ILEC and Sprint shall negotiate a mutual aid agreement to assist with disaster recovery planning.	A	
VI.D.5.	Ultimately, ILEC must establish automated interface and access to the ALI database to enable Sprint to maintain and update records on a timely basis.	A	
VI.D.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.	A	
VI.D.7.	ILEC must identify process for handling of "reverse ALI."	A	
VI.D.8.	ILEC must establish process for the management of NPA splits as well as NXX splits.	A	
VI.D.9.	ILEC must indemnify Sprint for ILEC-caused errors in the maintenance, updating and processing of customer information to the ALI database.	A	
VII.A.1.	<b>DIRECTORY ASSISTANCE</b> <b>GENERAL REQUIREMENTS</b> ILEC shall make Sprint's data available to anyone calling the ILEC's Directory Assistance ("DA"), and the ILEC's data available to anyone calling Sprint's DA.	D	Sprint may provide DA listings to GTE and GTE will include them in GTE's database. GTE will not provide or sell DA listings to Sprint at the current time." Also, DA feed is an ongoing discussion. To the extent technically feasible, GTE will remove the GTE brand from customer contact points, though has taken no initiative in this regard.  GTE will not provide access to GTE's DA database.
VII.A.2.	ILEC should store proprietary customer information provided by Sprint in their DA database; such information should be able to be identified by source	D	"GTE needs clarification."

LEGEND

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D = Disagree

Term Sheet Matrix (Contd.)

T.S. REF.	SPRINT POSITION	STATUS	GTE POSITION
	provider in order to provide the necessary protection of Sprint or Sprint customer proprietary or protected information.		
VII.A.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.	A	
VII.A.4.	ILEC must allow wholesale resale of DA service.	A	
VII.A.5.	ILEC shall provide data and processed directory assistance feeds in accordance with agreed upon industry format.	D	"Moot. See response to VII A 1"
VII.A.6.	Sprint should be able to buy unbundled directory database and sub-databases and utilize them in the provision of its own DA service.	D	"Moot. See response to VII A 1"
VII.A.7.	ILEC shall make available to Sprint all service enhancements on a non-discriminatory basis.	A	
VII.A.8.	ILEC Sprint branded DA should be available to Sprint for resale. Sprint will pay any additional trunking costs necessary to obtain this service. If ILEC cannot satisfy all demand for Sprint branded DA service, ILEC must save capacity to provide an unbranded option for multiple CLEC's.	D	"GTE will not Sprint-brand Sprint customer contact points"
VII.A.9.	When technically feasible and requested by Sprint, ILEC should route Sprint customer DA calls to Sprint DA centers.	D	"Moot. See response to VII A 1"
VII.B.	<b>COMPENSATION</b> ILEC must place Sprint customer listings in its DA database. ILEC shall make its unbundled DA database available to Sprint. Prices should be, reasonable, and non-discriminatory at TELRIC plus reasonable forward-looking allocation of joint and common costs.	D	"Moot. See response to VII A 1"
VII.C.1.	<b>QUALITY OF SERVICE</b> End-to-End interval for updating the database with Sprint customer data must be the same as provided for the ILEC's end-users.	A	
VII.C.2.	ILEC shall provide an automated capability (e.g. tape transfer or other data feed) to update ILEC database for updating and inquiries.	A	
VII.C.3.	ILEC and Sprint shall agree on speed-to-answer standards.	D	"GTE will commit to state commission standards."
VII.D.1.	<b>BUSINESS PROCESSES</b> 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/Non-Listed	A	
VII.D.2.	Sprint bills its own end-users.	A	

LEGEND

A = Agree

D = Disagree



Term Sheet Matrix (Contd.)

T.S. REF.	SPRINT POSITION	STATUS	GTE POSITION
VII.D.3.	Sprint shall be billed in an agreeable format but prefers a CABS format.	A	"GTE will bill in CBSS, not CABS."
VII.D.4.	ILEC and Sprint shall develop intercompany procedures to correct errors when they are identified in the database.	A	"GTE already has procedures for notification and correction in place and will share those with Sprint."
VIII.A.1.	<b>OPERATOR SERVICES GENERAL REQUIREMENTS</b> ILEC and Sprint shall jointly develop a process to conduct Busy Line Verification ("BLV") and Emergency Interrupt ("EI") when Sprint provides its own operator services.	A	
VIII.A.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, where technically or operationally feasible and requested by Sprint, quote 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. If the ILEC cannot meet all of the Sprint demand for branded operator services, the ILEC must save capacity to provide an unbranded option for all other CLEC's.	D	"GTE will unbrand operator service where technically feasible, but will quote Sprint rates."
VIII.A.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.	A	
IX.A.1.	<b>WHITE/YELLOW PAGE DIRECTORY LISTING GENERAL REQUIREMENTS (NOTE: IN THIS SECTION ILEC MEANS ILEC AND/OR ITS DIRECTORY PUBLISHING AFFILIATE).</b> A separate directory publishing agreement may be required with ILEC's directory publisher which ILEC will assist Sprint in obtaining under the general terms which follow.	A	
IX.A.2.	ILEC shall include Sprint specific information in the information pages of the directories.	A	
IX.A.3.	ILEC shall publish Sprint subscriber listings in ILEC directories (main listing in White and Yellow pages).	A	
IX.A.4.	ILEC shall distribute white and yellow pages to Sprint subscribers on a non-discriminatory basis.	A	
IX.A.5.	ILEC should provide non-discriminatory List Rentals to Sprint.	A	
IX.A.6.	ILEC shall contact Sprint business customers and offer them directory advertising.	A	
IX.B.1.	<b>TYPES OF DIRECTORY LISTINGS</b> Primary White Page Listings	A	"Directory listings will be processed and billed in accordance with Sprint's agreement with GTE Directories."
IX.B.2.	Primary Yellow Page Listing	A	
IX.B.3.	Additional White Page Listings	A	

LEGEND

A = Agree  
D = Disagree

Term Sheet Matrix (Contd.)

T.S. REF.	SPRINT POSITION	STATUS	GTE POSITION
IX.B.4.	Additional Yellow Page Listing	A	
IX.B.5.	Non-Pub/Non-List	A	
IX.B.6.	Foreign Listings	D	
IX.C.1.	<b>ORDER PROCESSING</b> Order processing procedures must be established to update directory database on a defined, regular basis with Sprint customer information.	A	
IX.C.2.	When available, an industry standard electronic format must be adopted for exchange of Sprint customer data.	A	
IX.D.1.	<b>PROVISIONING/DISTRIBUTION</b> Initial and secondary distribution arrangements must be available. Sprint distribution by ILEC shall be at parity with ILEC distribution	A	
IX.D.2.	Intercompany procedures need to be established to prevent errors, and to correct them when they do occur.	A	
IX.D.3.	ILEC and Publisher shall protect Non-Pub/Non-List information and not disclose it to others or use it for marketing purposes.	A	
IX.E.1.	<b>BILLING</b> At ILEC's option, the Yellow Pages advertising bill will be rendered separately to Sprint customers by Publisher or shall be rendered by Sprint as agent of Publisher. A Sprint customer's yellow pages bill may not be combined with an ILEC bill or be billed by the ILEC in a manner that allows the ILEC to utilize this billing media for local customer win back messages.	D	"GTE will continue to bill for the duration of the directory's life. After that time, the publisher will bill the end user directly."
IX.E.2.	At ILEC's option, the Directory Publisher shall invoice Sprint subscriber directly for white page advertising, white page bolding, white page color or shall utilize Sprint as agent for billing these services.	A	
IX.F.1.	<b>COMPENSATION</b> Distribution to Sprint Customers and end-user charges for directories should be made on the same terms and conditions as the ILEC uses for its own customers.	A	
IX.F.2.	Sprint should be treated in a non-discriminatory manner (e.g. if ILEC receives payment for its listings Sprint should receive payment for its listings, if ILEC pays for white pages publication Sprint should pay for its share of white pages publication, if ILEC receives a share of white pages or yellow pages revenue including list rentals Sprint should likewise share in revenues). In the alternative, at the option of ILEC, Sprint is willing to forego payment for listings and a share of white and yellow pages revenues if Sprint receives a no charge information page in the directories, no charge publication of all appropriate accounts in the directories, and free directory distribution to Sprint customers. Additional information pages should be available for a reasonable, cost-based charge.	A	
IX.F.3.	Any additional charges that are made to Sprint customers should be on the same basis as the ILEC charges its own customers.	A	

LEGEND

A = Agree

D = Disagree

Term Sheet Matrix (Contd.)

T.S. REF.	SPRINT POSITION	STATUS	GTE POSITION
IX.G.1.	<b>INFORMATION</b> Publishing cycles and deadlines need to be provided to Sprint to ensure timely delivery of Sprint information.	A	
IX.G.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 or sell yellow pages advertising only and not for other purposes.	A	
IX.G.3.	ILEC shall provide a description of calling areas covered by each directory. This means that ILEC shall provide a list of all exchanges appearing in the directory and the local and EAS calling scope of the area covered by a directory or combination of directories as well as a list of all directories necessary for coverage of the local calling and EAS area.	A	
X.A.1.	<b>ACCESS TO TELEPHONE NUMBERS GENERAL REQUIREMENTS</b> 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:  The ILEC must assign NXXs to Sprint on a non-discriminatory basis and on the same basis as to itself.	A	"Access to telephone numbers is through Bellcore. Only for resale. GTE will provide telephone numbers to CLECs."
X.A.2.	No restrictions should exist on ability to assign NXX per rate center.	A	
X.A.3.	ILEC testing and loading of Sprint's NXXs should be the same as its own.	A	
X.A.4.	ILEC cannot discriminate in the allocation of numbers and types of NXXs assigned to new entrants.	A	
X.B.	<b>COMPENSATION</b> The ILEC must assign NXXs to new entrants without the imposition of charges that are not imposed upon itself.	A	
X.C.	<b>QUALITY OF SERVICE</b> ILECs must load NXXs according to industry guidelines, including the terminating LATA in which the NXX/rate center is located.	A	
X.D.1.	<b>INFORMATION</b> 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.	A	
X.D.2.	The ILECs must describe the details and requirements on handling NPA-NXX splits.	A	
XI.A.	<b>INTERIM LOCAL NUMBER PORTABILITY VIA RCF, DID OR OTHER ARRANGEMENTS GENERAL REQUIREMENTS</b> 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").	A	"GTE will provide via remote call forwarding (RCF) where technically feasible, based on state requirements."

LEGEND

A = Agree

D = Disagree

## Term Sheet Matrix (Contd.)

T.S. REF.	SPRINT POSITION	STATUS	GTE POSITION
	Sprint preferred interim solution is RCF.		
XI.B.1.	<b>COMPENSATION</b> Sprint and ILEC will establish reasonable cost recovery for RCF/DID. Existing retail call forwarding rates are not considered reasonable for this purpose. Sprint proposes that interim number portability be priced at TELRIC cost less a 55% discount which recognizes that interim number portability solutions degrade network performance to Sprint customers. Should a lower interim number portability price be offered by ILEC to others or ordered by a regulatory body, Sprint may adopt the lower price.	D	
XI.B.2.	For Sprint facilities-based services and services built with cost-based, unbundled elements, Sprint is entitled to both originating and 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. In addition, pursuant to 47 CFR § 51.515 where ILEC switching is used prior to June 30, 1997, CCL and 75% of TIC charge will be paid by Sprint to ILEC.	A	
XI.C.	<b>INFORMATION</b> The data required for interim local number portability and for billing access when interim local number portability is used must be provided to Sprint at no additional cost above that already paid for interim local number portability.	A	
XII.A.1.	<b>ACCESS TO SUCH SERVICES OR INFORMATION NECESSARY TO ALLOW REQUESTING CARRIER TO IMPLEMENT DIALING PARITY GENERAL REQUIREMENTS</b> Upon the earlier of a valid local commission order to implement intraLATA presubscription, three years from the date the Telecommunications Act of 1996 was effective or when the ILEC (or its affiliate) is allowed into in region (e.g. states served by the ILEC) interLATA service, the full two-PIC option must be available for intraLATA and interLATA dialing parity.	D	
XII.A.2.	Any end-user should be able to access Sprint for services using the same dialing protocol that the end-user would use to access the same service on the ILEC network, (e.g., intraLATA toll, operator assisted, directory assistance, and N11).	A	
XII.A.3.	ILEC must provide routine reporting on local dialing plans by switching type and end office.	D	"GTE can not agree to provide this report."
XIII.A.1.	<b>RECIPROCAL COMPENSATION ARRANGEMENTS LOCAL SERVICE/MUTUAL TRAFFIC EXCHANGE</b> ILEC has the duty to provide reciprocal compensation arrangements for the transport and termination of telecommunications with Sprint. In order to implement	D	GTE will not commit to bill and keep and opposes the use of proxies in any form.

## LEGEND

A = Agree

D = Disagree

Term Sheet Matrix (Contd.)

T.S. REF.	SPRINT POSITION	STATUS	GTE POSITION
	this requirement in the most efficient manner, the specifically recognized option of "Mutual Traffic Exchange" (a/k/a "bill and keep") may be utilized where traffic is presumed to be in balance either because it has been measured and no significant balance different exist or because measurement has not yet been accomplished. Otherwise, default proxies contained in the 96-98 Order shall be used until TELRIC cost studies have been performed and the results implemented in permanent rates.		
XIII.A.2.	ILEC and Sprint will each be responsible for originating/terminating traffic to/from the meet point with the other carrier.	A	
XIII.B.1.	<b>COST BASIS</b> Pursuant to 47 C.F.R. §1.705(a) an ILEC's rates for transport and termination of local telecommunications traffic shall be established, at the election of the state commission, on the basis of: <ul style="list-style-type: none"> <li>a. the forward-looking economic costs of such offerings using a cost study pursuant to 47 C.F.R. §§ 51.505 and 51.511; or</li> <li>b. default proxies, as provided in 47 C.F.R. § 51.707; or</li> <li>c. a "bill-and-keep" arrangement, as provided in 47 C.F.R. § 51.713.</li> </ul>	D	"This is still in review for ongoing discussion."
XIII.B.2.	Pursuant to 47 C.F.R. § 51.715, in a state in which the state commission has neither established transport and termination rates based on forward-looking economic cost studies nor established transport and termination rates consistent with the default price ranges described in 47 C.F.R. §51.707, the ILEC shall set interim transport and termination rates within the proxy ranges for switching and transport as described in 47 C.F.R. § 51.707(b)(2).	D	
XIV.A.1.	<b>RESALE GENERAL REQUIREMENTS</b> All regulated telecommunications services offered to end-users of the ILEC must be available for resale by Sprint. This includes volume discounted products, grandfathered products, individual case basis products, operators services, directory assistance, vertical services and promotions.	D	GTE agrees with the exception of Express Dial tone and Lines Keeper
XIV.A.2.	Every retail service rate, including promotions of over 90-days, discounts plans, and option plans must have a corresponding wholesale rate. Non-recurring charges associated with resold accounts shall also have an appropriate wholesale discount. New services shall have a wholesale rate established at the same time the new service becomes available.	D	GTE agrees with the exception of promotions and NRCs.
XIV.A.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 and payphone	A	

LEGEND

A = Agree  
D = Disagree

Term Sheet Matrix (Contd.)

T.S. REF.	SPRINT POSITION	STATUS	GTE POSITION
	providers as Order by the FCC. Sec. 251(c)(4)(B), FCC Rule 51.613.		
XIV.A.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.	A	
XIV.A.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.	A	"GTE agrees until such time as that end user discontinues the grandfathered service."
XIV.A.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.	A	
XIV.A.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.	A	
XIV.A.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).	D	GTE will not provide Express Dial Tone. Sprint end users will receive equal intervals pursuant to the LSR time constraints and pursuant to the receipt of a valid LSR.
XIV.B.1.	<b>COMPENSATION</b> The wholesale price for each retail service must be determined based on the FCC approved methodology where costs the ILEC will avoid will be removed when the service is resold. FCC Rule 51.607 and 51.609.	D	
XIV.B.2.	Any PIC administration change charge must be at TELRIC plus a reasonable allocation of forward-looking joint and common costs.	D	
XIV.B.3.	ILECs must either adopt interim wholesale rates within the 96-98 Order's proxy range or produce cost studies within the specified time frame contemplated for negotiations as part of good faith negotiations.	D	GTE does not support the proxies set forth by the FCC.
XIV.C.	<b>INFORMATION</b> The ILEC must provide information concerning the agreements they have made with other Sprints and with its own affiliates.	A	
XIV.D.1.	<b>ORDERING</b> ILEC must provide the ability for Sprint to order local and long distance toll service on unified order.	A	
XIV.D.2.	Sprint shall adopt a reasonable account verification method consistent with the FCC's PIC verification guidelines. ILEC shall honor Sprint service order requests without receiving a separate signed LOA from the end-user in order to process a Sprint order.	D	GTE will accept blanket LOA's for LSR's, but will require a signed LOA to process an order "as is", e.g., the CSR.

LEGEND

A = Agree

D = Disagree

Term Sheet Matrix (Contd.)

T.S. REF.	SPRINT POSITION	STATUS	GTE POSITION
XIV.D.3.	ILEC shall provide confirmation of the installation/change activity to Sprint via an initial Firm Order Confirmation ("FOC") and positive completion of order activity. Sprint requires an "As Is" process when customers are migrating from the ILEC to Sprint at the same location. On migration type orders the FOC should contain all services/features currently being provided by the ILEC and those services/features being migrated to Sprint. On new installation/change orders the FOC should verify all services/features ordered by Sprint. A positive completion delineating all the services installed and those not installed should be sent to Sprint upon actual completion within 24 hours of Order completion. This will ensure proper billing to end-user customers for services provided.	D	See response to XIV.D.2.
XIV.D.4.	Once Sprint has obtained a customer, the ILEC shall provide in pre-ordering and ordering phases of processing the Sprint order, the ILEC regulated local features/products/services/elements/combinations that were previously provisioned by the ILEC for all affected 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.)	D	GTE will not provide previously provisioned services absent a signed LOA by the customer.
XIV.D.5.	Access to CRIS and routine reconciliation between CRIS records and Sprint customer records should be established.	D	"GTE does not use CRIS and will not provide for CBSS."
XIV.D.6.	Sprint, as the local service provider, and its customer are assigned any telephone line number switched by the ILEC switch. Therefore, Sprint must have access to the Telephone Line Number ("TLN") and Line Information Data Base ("LIDB").	D	"GTE does not agree in a resale environment."
XIV.E.1.	<b>BILLING</b> When ILEC local service is rebranded (as opposed to service provided via unbundled elements) the ILEC is the appropriate recipient of all access charges, and should be responsible for directly billing the IXCs for the access related to interexchange calls generated by rebranded customers.	A	
XIV.E.2.	ILEC must return EMI records to IXCs with the Sprint disconnect rejection code along with the Operating Company Number ("OCN") of the associated ANI. The OCN must be provided so that the IXC will know which local ILEC provides service for the WTN.	A	
XIV.E.3.	Monthly invoices must be presented in an agreed upon format. Sprint prefers Carrier Access Billing Systems ("CABS") format in order to facilitate standard industry auditing practices. Other requirements include:	A	"GTE will not use CABS for resale, but CBSS."
XIV.E.3.a	Where available, daily receipt of local usage at the call detail level in standard EMR/EMI industry format must	A	

LEGEND

A = Agree  
D = Disagree

Term Sheet Matrix (Contd.)

T.S. REF.	SPRINT POSITION	STATUS	GTE POSITION
	be provided to enable Sprint to match these records with appropriate accounts by billing cycle in parity with the ILEC.		
XIV.E.3.b	Access to Bellcore CMDS in and out-collect process for inter-region alternately billed messages via a CMDS sponsor.	A	"GTE can not commit for Bellcore. Sprint will have to go directly to Bellcore for this access."
XIV.E.3.c	Access to in and out-collect process for intra-region alternately billed messages via the appropriate Bellcore Client Company.	A	See response to XIV.E.3.b.
XIV.E.3.d	Long term neutral third party in and out-collect process for inter and intra-region alternately billed message.	A	See response to XIV.E.3.b.
XIV.E.3.e	Provision to IXC of billing information for casual usage.	A	
XIV.E.3.f	Information on customer's selection of billing method, special language billing, etc.	A	"Need clarification."
XIV.F.	<p><b>PIC ADMINISTRATION</b></p> <p>IXC PIC. When Sprint rebrands ILEC local service (becomes the end-user's local service provider), the ILEC shall process all PIC changes provided by Sprint on behalf of the IXCs. If PIC changes are received directly by the ILEC from the IXC, the ILEC shall reject the PIC change back to the IXC with the OCN of Sprint in the appropriate field of the industry standard CARE record.</p> <p>Sprint to CLEC Change. When a CLEC other than Sprint or the ILEC sells local service to an existing Sprint local customer and an order is submitted to the ILEC for migrating the service, the ILEC will shall inform Sprint of the disconnect in a manner similar to the existing CARE process for notifying an IXC of a disconnect PIC change. This will ensure accurate billing to the end-user customer.</p>	D	

LEGEND

A = Agree

D = Disagree



EXHIBIT 2

**RESALE AND  
INTERCONNECTION  
AGREEMENT**

**SEPTEMBER 17, 1996**

## MASTER NETWORK INTERCONNECTION AND RESALE AGREEMENT

This Agreement is between \_\_\_\_\_ ("Carrier") and \_\_\_\_\_ ("Company") hereinafter collectively, "the Parties", entered into this day of \_\_\_\_\_, 1996, for the State of \_\_\_\_\_.

**WHEREAS**, Carrier desires to provide competitive local exchange service to residential and business end-users, and the Parties wish to establish terms for interconnection for purposes of exchanging local, intralATA interexchange and interLATA interexchange traffic in accordance with the Telecommunications Act of 1996 ("Act") as well as terms for resale of Company's services;

**THEREFORE**, the Parties hereby agree as follows:

### 1. **DEFINITIONS**

Definitions of the terms used in this Agreement shall have the meanings set forth below.

1. **Access Service Request ("ASR")** - means an industry standard form used by the Parties to add, establish, change or disconnect trunks for the purposes of Interconnection.
2. **Act** - means the Telecommunications Act of 1996, Public Law 104-104 of the 104th United States Congress effective February 8, 1996.
3. **Affiliate** - means any 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%). "Person" shall mean any individual, partnership, corporation, company, limited liability company, association, or any other legal entity authorized to transact business in any State.
4. **Bell Communications Research ("Bellcore")** - means an organization owned jointly by the Bell regional holding companies or their successors, that conducts research and/or development projects for its owners, including development of new telecommunications services. Bellcore also provides certain centralized technical and management services for the regional holding companies and also provides generic requirements for the telecommunications industry for products, services and technologies.
5. **Bill and Keep** - means a form of compensation for the termination of local traffic whereby LECs and CLECs terminate local exchange traffic originating from end-users served by the networks of other LECs or CLECs without explicit charging among or between said carriers for such traffic exchange.

6. **Central Office Switch, ("Central Office") ("CO")** - means a switching facility within the public switched telecommunications network, including but not limited to:  
  
End Office Switches which are switches from which end-user Telephone Exchange Services are directly connected and offered.  
  
Tandem Switches are switches which are used to connect and switch trunk circuits between and among Central Office Switches.
7. **Centralized Message Distribution System ("CMDS")** - means the billing record and clearing house transport system that the Regional Bell Operating Companies ("RBOCs") and other incumbent LECs use to efficiently exchange out collects and in collects as well as Carrier Access Billing System ("CABS") records.
8. **Commercial Mobile Radio Services ("CMRS")** - means a radio communication service between mobile stations or receivers and land stations, or by mobile stations communicating among themselves that is provided for profit and that makes interconnected service available to the public or to such classes of eligible users as to be effectively available to a substantial portion of the public.
9. **Commission** - means any state administrative agency to which the United States Congress or any state legislative body has delegated any authority to supervise or regulate the operations of Local Exchange Carriers pursuant to the Act or state constitution or statute such as a Public Utilities Commission or Public Service Commission..
10. **Competitive Local Exchange Carrier ("CLEC")** - means any company or person authorized to provide local exchange services in competition with an ILEC.
11. **Control Office** - is an exchange carrier center or office designated as its company's single point of contact for the provisioning and maintenance of its portion of interconnection arrangements.
12. **Customer Proprietary Network Information ("CPNI")** - shall have the meaning set forth in 47 USC §222 (b)(1) and FCC regulations.
13. **FCC** - means Federal Communications Commission.
14. **Incumbent Local Exchange Carrier ("ILEC")** - is any local exchange carrier that was as of February 8, 1996, deemed to be a member of the Exchange Carrier Association as set forth in 47 C.F.R. §69.601(b) of the FCC's regulations.
15. **Integrated Services Digital Network ("ISDN")** - means a switched network service providing end-to-end digital connectivity for the simultaneous transmission of voice and data.

16. **Interconnection** - means the connection of separate pieces of equipment, transmission facilities, etc., within, between or among networks for the transmission and routing of exchange service and exchange access. The architecture of interconnection may include collocation and/or mid-span meet arrangements.
17. **Interexchange Carrier ("IXC")** - means a telecommunications service provider offering interexchange telecommunications services (e.g., inter- and/or intral.ATA toll).
18. **Meet-Point Billing** - means an arrangement whereby two local service providers (including an ILEC and a CLEC) jointly provide exchange access to an IXC for purposes of originating or terminating toll services and each such provider receives its share of the tariffed charges.
19. **Most Favored Nations ("MFN")** - means the ability of Carrier to replace any price, term and condition in this contract with the price, term and condition offered to any ILEC or CLEC by Company pursuant to the Act.
20. **Multiple Exchange Carrier Access Billing ("MECAB")** - means the document prepared by the Billing Committee under the auspices of the Ordering and Billing Forum ("OBF"), which functions under the auspices of the Carrier Liaison Committee of the Alliance for Telecommunications Industry Solutions ("ATIS") and is published by Bellcore as Special Report SR-BDS-000983, containing the recommended guidelines for the billing of exchange service access provided by two or more LECs and/or CLECs, or by one ILEC in two or more states within a single LATA.
21. **Multiple Exchange Carriers Ordering and Design Guidelines for Access Services - Industry Support Interface Multiple Exchange Carriers Ordering and Design Guidelines for Access Services - Industry Support Interface ("MECOD")** - means the document developed by the Ordering/Provisioning Committee under the auspices of the OBF, which functions under the auspices of the Carrier Liaison Committee of the ATIS and is published by Bellcore as Special Report SR STS-002643 to establish methods for processing orders for exchange service access which is to be provided by two or more ILECs and/or CLECs.
22. **Numbering Plan Area ("NPA")** - means an area code assigned pursuant to the North America Numbering Plan which is the three digit indicator defined by the "A", "B" and "C" digits of each 10-digit telephone number within the NANP containing 800 possible NXX Codes each. There are two general categories of NPA. "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" ("SAC Code") means specialized telecommunications service which may be provided across multiple geographic NPA areas such as 500, Toll Free Service NPAs, 900 and 700.

23. **Parity** - means non-discrimination and equality in status, including but not limited to, electronic access, information availability, network operational characteristics, and response time and/or installation activity, between functions the Company performs for itself and functions it performs for/or makes available to Carrier.
24. **Physical Collocation** - shall have the meaning set forth 47 C.F.R. § 51.5.
25. **Rebranding** - occurs when Carrier purchases a wholesale service from Company when the Carrier brand is substituted for the Company brand.
26. **Telecommunications Services** - shall have the meaning set forth in 47 USC § 153(6).
27. **Total Element Long Run Incremental Cost ("TELRIC")** - means the incremental costs of an entire product (e.g., all the costs directly caused by providing an interconnection service, a network element, or some other product. TELRIC includes service-specific fixed costs (e.g., costs that do not change with changes in output), volume sensitive costs (those that are caused by changing the volume of output) and a reasonable allocation of forward-looking joint and common costs. In more precise terms, TELRIC is the difference between (1) the total costs of a company that provides the service and a number of other services, and (2) the total cost of that same company if it provided all of its services in the same quantities, but not the service in question.
28. **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 or another central office switch. Trunk side connections offer those transmission and signaling features appropriate for the connection of switching entities, and cannot be used for the direct connection of ordinary telephone station sets.
29. **Undefined Terms** - The Parties acknowledge that terms may appear in this Agreement which are not defined and agree that any such terms shall be construed in accordance with their customary usage in the telecommunications industry as of the effective date of this Agreement. Virtual collocation does not include switching equipment.
30. **Virtual Collocation** - shall have the meaning as set forth in 47 C.F.R. § 51.5
31. **Wholesale Service** - means any regulated Telecommunication Services that Company provides at retail to subscribers who are not telecommunications carriers as set forth in 47 USC § 251(c)(4).
32. **Wire Center** - means a building or space within a building which serves as an aggregation point on a network, where transmission facilities and circuits are connected or switched. Wire center can also denote a building in which one or more Central Offices, used for the provision of exchange services and access services, are located.

## **II. SCOPE OF THIS AGREEMENT**

The services and facilities to be provided to Carrier by Company in satisfaction of this Agreement may be provided pursuant to Company tariffs and then current practices. Should there be a conflict between the terms of this Agreement and any such tariffs or practices, the terms of this Agreement shall control to the extent allowed by law or Commission Order until such time as Company may so modify its tariffs and practices to be in conformance with the terms of this Agreement. Company and Carrier shall use their best efforts to obtain approval of this contract by any regulatory body having jurisdiction over this Agreement and to make any required tariff modifications.

## **III. RESALE OF LOCAL SERVICES**

- A. Company shall not place conditions or restrictions on Carrier's resale of wholesale regulated Telecommunications Services, except for restrictions on the resale of residential service to other classifications (e.g., residential service to business customers). Every regulated retail service rate, including promotions over 90-days in length, discounts, and option plans will have a corresponding wholesale rate.
- B. Company will make wholesale telecommunications service offerings available for all new regulated services at the same time the retail service becomes available.
- C. Company will continue to provide existing databases and signaling support for wholesale services at no additional cost.
- D. Company will make any service grandfathered to an end-user or any Individual Case Basis ("ICB") service available to Carrier for resale to that same end-user at the same location(s).
- E. Company will provide at a minimum 30-days advance notice to Carrier of changes in or discontinuation of any product or service that is available for resale hereunder.
- F. Company will continue to provide Primary Interexchange Carrier ("PIC") processing for those end-users obtaining resold service from Carrier. Company will bill and Carrier will pay any PIC change charges.

**G.** Company shall allow Carrier customers to retain their current telephone number.

**H.** Company shall install Carrier customers as quickly as it installs its own end-users and shall provide parity in quick installation programs such as "warm line" programs.

**I. Billing.**

1. Company shall be responsible for directly billing the IXC for access related to interexchange calls generated by rebranded customers.

2. Company will be responsible for returning EMI records to IXCs with the Carrier disconnect rejection code along with the Operating Company Number ("OCN") of the associated Automatic Number Identification ("ANI").

3. Company will deliver a monthly statement for wholesale services based upon a mutually agreed upon schedule as follows:

a. Invoices will be provided in a standard carrier access billing format or other agreed upon format;

b. Where local usage charges apply, the local usage at the call detail level in standard EMR/EMI industry format will be exchanged daily or at other mutually agreed upon intervals;

c. Company will act as CMDS sponsor and provide access to Bellcore CMDS in and out collect process; *(applicable to BOC and GTE only)*

d. The Parties will work cooperatively in facilitating the billing of in and out collect and for inter and intra region alternately billed messages;

e. Company agrees to provide information on the end-user's selection of special features (e.g., billing method, special language); and

f. Company agrees to provide billing information for casual callers.

**J. Compensation.**

1. All Company retail Telecommunications Services, pursuant to 47 USC §251(c)(4) shall be available for resale at wholesale prices. Pricing shall be developed based on 47 USC §252(d)(3) where wholesale prices are retail prices less avoided costs, net of any additional costs imposed by wholesale operations. The wholesale rate shall be, until such time as avoided cost studies in compliance with the FCC's avoided cost methodology in FCC Rules 51.607 and 51.609 have been approved, an interim rate as approved by the appropriate state commission within the 17% - 25% discount range.

Upon the approval of a permanent rate by a state commission the permanent rate shall apply. If Company has available by contract or otherwise a lower rate, that rate shall be available to Sprint.

2. To the extent Carrier desires to order wholesale Telecommunications Services for resale from Company it is entitled to do so on a non-discriminatory basis under rates, terms, and conditions no less favorable than those currently extended, or which in the future may be extended, by Company to any other carrier offering local exchange and/or toll services, or equivalent elements to any other CLEC on a MFN basis. Company agrees to provide Carrier with information concerning the terms and conditions available to all such Parties upon request. If Company makes any non cost-based volume or term rate available to any other Carrier, such rate shall be available to Carrier without regard to volume, term or other conditions imposed by Company.

#### **IV. PROVISIONING AND INSTALLATION - RESALE**

##### **A. Order Processing.**

1. The Company will meet Carrier's ordering needs and, if necessary, establish a dedicated CLEC ordering center.
2. All ordering process and systems Company utilizes shall provide Carrier with parity treatment.
3. Electronic interfaces for the exchange of ordering information will be adopted and made available using any industry standard order formats and methods that are developed, (e.g. "EDI"). Electronic interfaces should be established to provide access to the Company systems as indicated on Exhibit 1. In the absence of industry standards, interim electronic access to Company systems shall be established as indicated on Exhibit 1.
4. Carrier and the Company will adopt an industry standard service order/disconnect order format.
5. Carrier and Company may order Primary Local Carrier ("PLC") and Primary Interexchange Carrier ("PIC") record changes using the same order process and on a unified order.
6. No Letter of Agency ("LOA") signed by the end-user will be required to process a PLC or PIC change ordered by Carrier or Company. Carrier and Company agree that PLC and PIC change orders will be supported with appropriate documentation and verification as required by FCC and Commission rules.
7. Each Party will provide the other, as agent of the end-user customer, at the time of the PLC order, current "As Is" pre-ordering/ordering information relative to the end-user



consisting of local features, products, services, elements, combinations, and any customer status qualifying the customer for a special service (e.g., DA exempt, lifeline, etc.) provided by the Party to that end-user.

8. As appropriate, the new PLC shall provide confirmation of installation change activity to the former PLC. Company shall provide Carrier read-only on-line access to Company's customer record information systems and the Parties will establish a mechanism for periodic reconciliation between their system(s) and Carrier's customer records database.
9. Until such time as numbering is administered by a third party, Company shall provide Carrier the ability to obtain telephone numbers on-line from the Company, and to assign these numbers with the Carrier customer on-line. This includes vanity numbers. Reservation and aging of numbers remain the responsibility of the Company. Until such time as Company establishes an on-line electronic interface with Carrier which facilitates real-time number assignment, company will provide blocks of numbers, where possible, sufficient to satisfy Carrier's projected numbering resource demand.
10. Company shall provide Carrier the ability to order all available features on its switches (e.g., call blocking of 900 and 976 calls by line or trunk). Additionally, Company shall provide high usage reports, as required by any Commission, so that Carrier may provide any regulatory required high usage reports to its end-users.
11. Company shall provide "real-time" electronic interfaces and response for: firm order confirmation, due date availability/scheduling, dispatch required or not, identify line option availability by switch office (such as Digital Copper, Copper Analog, ISDN, etc.), Order completion with all service order and time-and-cost-related fees, rejections/errors on service order data element(s), jeopardy against the due date, missed appointments, additional order charges (construction charges), order status, valid street address detail, and electronic notification of the local line options that were provisioned, at the time of order completion, by the Company for all Carrier local customers. This applies to all types of service orders and all elements.
12. Company shall provide Carrier the "real-time real" electronic ability to schedule installation appointments with the customer on-line and access to the Company's schedule availability.
13. The Company will direct customer to Carrier for requests changing their Carrier service.
14. The Company shall process all PIC changes provided by Carrier on behalf of IXCs. If PIC changes are received by Company directly from IXCs, Company shall reject the PIC change back to the IXC with the OCN of Carrier in the appropriate field of the industry standard CARE record.

15. Company shall cooperate with Carrier, before Carrier offers commercial service, in testing all electronic ordering, provisioning, maintenance, billing and other electronic interfaces and internal systems to insure accurate and timely installation and billing occurs. Company shall use its best efforts to provide adequate and timely testing and to cure any system defects discovered through such testing.
16. Company shall notify Carrier within one business day of any Primary Local User ("PLU") change in carrier when a carrier submits an order to Company that results in disconnection or reassignment of Company facilities or services (resale or unbundled elements) previously used by Carrier (i.e. disconnection of Carrier's service).

## **V. NETWORK INTERCONNECTION**

- A. All interconnection arrangements offered by Company to Carrier shall provide Carrier with network parity. Carrier shall interconnect with Company's facilities as follows for the purpose of routing or terminating of traffic:
  1. In each Company local calling area in which Carrier chooses to offer local exchange service, Carrier may interconnect its network facilities at any one or more technically feasible point(s) of interface within Company's network including: (a) at Company access tandem(s); (b) end office switch(es); or (c) other wire centers (collectively referred to as "POI"). The POIs are the point(s) of physical interconnection as identified in Appendix 1 attached hereto and incorporated herein by reference. As Carrier initiates exchange service operations in additional Company areas, additional POIs in each local calling area will be established by Carrier and Appendix 1 will be amended and updated to reflect the additional POIs, as necessary.
  2. Interconnection to a Company end office(s) will provide Carrier access only to the NXX's served by that individual end office(s) to which Carrier interconnects.
  3. Interconnection to a Company tandem(s) will provide Carrier local access for local and toll service purposes to the Company end offices and NXX's which interconnect with that tandem(s) either directly or through other Company facilities for local and toll service purposes, and to other companies which are likewise connected to that tandem(s). Interconnection to a Company tandem for transit purposes will provide Carrier interexchange access to Company, Interexchange Carriers ("IXCs"), CLECs, ILECs, and CMRS providers which are connected to that tandem. Where a Tandem Switch also provides End-Office Switch functions, interconnection to a Company tandem serving that exchange will also provide Carrier access to Company's end offices with the same functionality described in (2) above.
  4. Where Carrier requires ancillary services (e.g., Directory Assistance, Operator Assistance, 911/E911), additional or special trunking will be provided as required for interconnection and routing to such ancillary services.

5. If requested by Carrier, Company will, subject to technical feasibility, establish additional POI arrangements including, but not limited to, any of the following interconnection methods:
  - a. a physical collocation facility maintained by Carrier, or by a third party with whom Carrier has contracted for such purposes, at a Company Wire Center, where such Wire Center has been designated as the POI; or
  - b. a physical collocation facility maintained by Company, or by a third party with whom Company has contracted for such purposes, at a Carrier Wire Center, where such Wire Center has been designated as the POI.
6. In support of any claim that a requested interconnection at a POI is technically infeasible, Company bears the burden of proof and in support of the same shall undertake and provide to Carrier:
  - a. a study and analysis to assess the technical feasibility of providing the requested interconnection; and
  - b. all other relevant information and documents that the Company relied upon in making its conclusion.
7. Upon reasonable notice to Company, Carrier shall be provided access to the proposed POI to properly evaluate the Company's denial of Carrier's request to interconnect. Where Carrier leases collocation space and/or equipment from Company for purposes of interconnection under this Agreement, Carrier shall have MFN rights to lease under non-discriminatory tariff or contract terms from Company equal to the most favorable terms, including rates that Company otherwise makes such facilities available (including to independent companies, its own affiliates, and/or most favored customers). Company agrees to provide floor space and such other space in its facilities reasonably necessary to accommodate Carrier's terminating, transmission, and concentrating equipment, subject to physical space limitations. Company generally agrees to provide new collocation arrangements no later than 90 days after Carrier's written request. Company shall use its best efforts to meet a 90 day Installation interval. A full explanation of any delays past the 90 day period shall be provided by Company.
8. Company shall interconnect with Carrier facilities at the POIs designated in Appendix I as modified and updated from time to time. Company shall interconnect with Carrier under prices, terms and conditions no less favorable, than those available on an element by element basis to other parties. Carrier may adopt any price, term or condition available to another Party on an MFN basis in place of any other price, term or condition otherwise applicable herein.

9. With the exception of those provisions which apply only to ILECs under the Act, the provisions of this Section V. A. shall apply to Company's interconnection to Carrier's network for the purpose of routing all the types of traffic.
- B. Where the Parties interconnect, for the purpose of exchanging traffic between networks, the following will apply:
  1. The Parties agree to establish trunk groups from the interconnecting facilities such that trunking is available to any switching center designated by either Party, including end offices, tandems, 911 routing switches, and directory assistance/operator service switches. At Carrier's option, one-way or two-way trunking will be available.
  2. When traffic is not segregated according to traffic types, the Parties will provide percentage of jurisdictional use factors (e.g., CMRS, local, interstate access) or actual measurement of jurisdictional traffic.
  3. The Parties agree to offer and provide to each other B8ZS Extended Superframe Format ("ESF") facilities, where available, capable of voice and data traffic transmission.
  4. Where available, Company will provide and implement all defined and industry supported SS7 mandatory parameters as well as procedures in accordance with ANSI standards. To the extent Company provides ANSI optional parameters for its own use, Company shall provide the same to Carrier.
  5. In the event SS7 facilities are not available from Company, Carrier may, at its option, obtain multi-frequency signaling.
  6. Where available, Company agrees to provide CIP (carrier identification code within Carrier's SS7 call set-up signaling protocol) at no charge.
  7. Company shall support intercompany 64 KBPS clear channel where it provides such capability to its end-users.
  8. The Parties will cooperate in the exchange of TCAP messages to facilitate full interoperability of SS7-based features between their networks, including all CLASS features and functions, to the extent each Party offers such features and functions to its own end-users.

## **VI. PROVISIONING AND INSTALLATION - INTERCONNECTION**

### **A. Order Processing.**

1. The Company is responsible for ordering facilities to terminate traffic to Carrier.

2. When two-way trunking is employed, the Parties will select a mutually agreeable automated ordering process.
3. The parties shall establish appropriate ordering/provisioning codes for each identified service, unbundled element and unbundled element combination.
4. When combinations of unbundled elements are ordered and said elements are currently interconnected and functional, those elements will remain interconnected and functional without an interruption in service.
5. The Company will provide to Carrier copies of all applicable test and turn-up procedures Company normally follows in support of the unbundled elements/combinations/services ordered by Carrier.
6. Within 48 hours of any disconnect, the Company will notify Carrier of the disconnect of any Carrier unbundled element/combination/service.
7. All notices, invoices, and documentation provided on behalf of Carrier to the customer at the customer's premises by the Company's field personnel shall either be branded Carrier at Carrier's expense or non-branded. Company shall not market its services during such calls.
8. Company shall provide the ability for Carrier to mechanize test or, notwithstanding anything to the contrary in this agreement, will test all elements/combinations.
9. Company will provide a system to identify essential Carrier circuits, trunks and elements for expedited restoral purposes.

**B. Billing.**

1. Company and Carrier 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. Exchange access meet point billing arrangements will be made available to Carrier as a CLEC. Where Company currently has meet point arrangements, they shall be made available on the same terms and conditions as made available by Company to other ILECs engaged in meet point billing arrangements with the Company.
3. No discrete development charges shall be imposed on Carrier for the establishment of standard meet point billing arrangements.
4. Carrier and the Company agree to implement industry standard CARE records for correct provisioning and billing to IXC.

5. **Exchange of Records.**
  - a. The Company and Carrier will exchange the appropriate records to bill exchange access charges to the IXC.
  - b. The Company agrees to capture inward terminating call records and send them to Carrier in an agreed upon industry standard format (e.g., EMR).
  - c. Carrier and Company agree to capture EMR records for inward terminating and outward originating calls and send them to Company or Carrier, as appropriate, in daily files via an agreed upon media (e.g., Network Data Mover ("NDM")).
6. Company agrees to exchange test files to support implementation of meet point billing or other access billing prior to live bill production.
7. When Carrier owns the end-office, the Company will not bill the transport interconnection charge ("TIC") (also known as the residual interconnection charge) to either Carrier or the IXC.

## **VII. NETWORK MAINTENANCE AND MANAGEMENT**

### **A. General Requirements.**

1. The Parties will work cooperatively to install and maintain a reliable network. The Parties will exchange appropriate information (e.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.
2. Each Party shall provide a 24 hour contact number for network traffic management issues to the other's surveillance management center. A fax number must also be provided to facilitate event notifications for planned mass calling events. The Parties shall agree upon appropriate network traffic management control capabilities.
3. Company agrees to work toward having service centers dedicated to CLECs available 7 days a week, 24 hours a day, and in the interim must handle Carrier calls as well as other customer calls in a non-discriminatory manner.
4. Voice response units, similar technologies, intercept solutions or live referrals should be used to refer/transfer calls from customers to the proper carrier for action. Neither Party

shall market to end-users during a call when that customer contacts the Party solely as a result of a misdirected call.

5. Carrier will be provided parity electronic read and write access to the Company's maintenance and trouble report systems including the following systems and/or functionality:
  - a. Trouble reporting/dispatch capability - access must be real-time;
  - b. Repair status/confirmations; maintenance/ trouble report systems;
  - c. Planned/Unplanned outage reports; and
  - d. Mechanized line testing - access must be "real-time".
6. **Notice of Network Event.** Each Party has the duty to alert the other to any network events that can result or have resulted in service interruption, blocked calls, or negative changes in network performance affecting more than one percent of either Party's circuits in any exchange on a real-time basis.
7. **Notice of Network Change.** The Parties agree to provide each other reasonable notice of changes including the information necessary for the transmission and routing of services using that local exchange carrier's facilities or networks, as well as other changes that would affect the interoperability of those facilities and networks. Correct LERG data is considered part of this requirement.
8. Company and Carrier shall develop a detailed escalation process to assist in problem resolution.
9. The Parties 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.
10. The Company shall provide parity repair progress status reports so that Carrier will be able to provide its end-user customers with detailed information and an Estimated Time To Repair ("ETTR"). The Company will close all trouble reports with Carrier. Carrier will close all trouble reports with its end-user.
11. A non-branded, customer-not-at-home card shall be left by Company at the customer's premises when a Carrier customer is not at home for an appointment and Company performs repair or installation services on behalf of Carrier.
12. The Company will ensure that all applicable alarm systems that support Carrier customers are operational and the support databases are accurate. The Company will respond to Carrier customer alarms consistent with how and when they respond to alarms for their own customers.

13. Carrier shall receive prior notification of any scheduled maintenance activity performed by the Company that may be service affecting to Carrier local customers (e.g., cable throws, power tests, etc.).

**B. Transfer of Service Announcements.**

When an end-user who continues to be located within the local calling area changes from Company to Carrier, or from Carrier to Company, and does not retain its original telephone number, the Party formerly providing service to the end-user will provide a new number announcement on the inactive telephone number upon request, for a minimum period of 90 days (or some shorter reasonable period when numbers are in short supply), at no charge to the end-user or either Party unless Carrier or Company has a tariff on file to charge end-users. This announcement will provide details on the new number to be dialed to reach this customer.

**C. Coordinated Repair Calls.**

Carrier and Company will employ the following procedures for handling misdirected repair calls:

1. Carrier and Company will educate their respective customers as to the correct telephone numbers to call in order to access their respective repair bureaus.
2. To the extent the correct provider can be determined, misdirected repair calls will be 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 disparaging remarks about the other, nor shall they use these repair calls as the basis for internal referrals or to solicit customers or to market services. Either Party may respond with accurate information in answering customer questions.
3. Carrier and Company will provide their respective repair contact numbers to one another on a reciprocal basis.
4. It is recognized by the Parties that repair calls placed via an N11 number available to only the Company is in violation of 47 USC §251(b)(3) dealing with dialing parity. Company, to the extent it receives repair or business office contact through N11 dialing will, at the time the next directory for the area is released, switch to a 7-digit or 10-digit number or immediately undertake efforts to route N11 calls by Carrier customer to Carrier repair and business offices on a non-discriminatory basis.



**D. Restoration of Service in the Event of Outages.**

Company restoration of service in the event of outages due to equipment failures, human error, fire, natural disaster, acts of God, or similar occurrences shall be performed in accordance with the following priorities. First, restoration priority shall be afforded to those network elements and services affecting its own end-users or identified Carrier end-users relative to national security or emergency preparedness capabilities and those affecting public safety, health, and welfare, as those elements and services are identified by the appropriate government agencies. Second, restoration priority shall be afforded between Company and Carrier in general. Third, should Company be providing or performing tandem switching functionality for Carrier, third level priority restoration should be afforded to any trunk. Lastly, all service shall be restored as expeditiously as practicable and in a non-discriminatory manner.

Carrier and Company will agree on a process for circuit and unbundled element provision and restoration whereby certain identified Carrier national security and emergency preparedness circuits will be afforded expedited restoral treatment and general trunking and interconnection should take priority over any other non-emergency Company network requirement.

**E. Service Projections.**

Carrier shall make available to Company periodic service projections, as reasonably requested, including busy hour usage for Company's access capacity. Company shall manage its network in order to accommodate the Carrier's projected traffic at the required grade of service. The Parties shall review engineering requirements on a semi-annual basis and establish forecasts for trunk and facilities utilization provided under this Agreement. Trunk growth will be implemented as dictated by engineering requirements.

**F. Quality of Service.**

1. Company shall provide Carrier parity in provisioning, repair and maintenance support 7 days a week, 24 hours a day.
2. Company shall provide Carrier with at least the same intervals and level of service provided by Company to its end-users or another party at any given time to ensure parity in treatment.
3. Company shall provide Carrier maintenance and repair services on wholesale and/or unbundled facilities in a manner that is timely, consistent and at parity with service provided to Company end-users and/or other carriers.
4. Interconnection quality of service should be no less than that provided by the Company for its own services.

5. A minimum blocking standard of one percent during the average busy hour shall be maintained on an average basis for all local interconnection facilities.
6. Company shall adhere to competitive intervals for installation of POIs, and the objective in no case should be longer than 30 calendar days, absent extenuating circumstances. In those instances where new collocation arrangements are required, a 90 day installation target applies.
7. Carrier and Company shall negotiate a process to expedite network augmentations and other orders when requested by Carrier.
8. Carrier and Company shall negotiate a mechanism whereby Company will improve performance when it is in breach of Commission imposed or agreed upon quality-of-service standards. Company shall indemnify Carrier for any forfeitures or civil penalties or other regulator-imposed fines caused by Company failure to meet Commission imposed service standards.
9. Carrier must be at parity with the Company (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; and
  - f. Standard interfaces at parity.
10. Carrier and Company will mutually develop operating statistical process measurements that will be monitored monthly to ensure that a negotiated service quality level is maintained.

**G. Information.**

1. Order confirmation must be provided within 24 hours of completion to ensure that all necessary translation work is completed on newly installed facilities or augments.
2. Company and Carrier shall agree upon and monitor operational statistical process measurements. Such statistics will be exchanged under an agreed upon schedule.
3. Company and Carrier 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.

4. Company shall provide and update an electronic copy of their switch Network ID Database with complete list of feature/functions by switch, NPA/NXXs, rate centers, etc.
5. Company shall 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 switch office, and service and capacity availability by switching office. Company shall further provide a complete layout of the data elements that will be required to provision all such services and features.
6. Company shall provide detailed descriptions of the criteria and process used for handling facility and power outages on an agreed upon severity and priority basis.
7. The Company shall provide an initial electronic copy and a hard copy of the Service Address Guide ("SAG"), or its equivalent. Updates are expected as changes are made to the SAG.
8. Company shall provide Carrier with engineering change notices it provides its own personnel associated with the Company's network elements and deployment of new technologies to the extent such will impact interoperability of Company's and Carrier's networks.
9. Company shall provide Carrier with its list of emergency numbers (e.g. same digit PSAP numbers, police, fire, etc.). Company will provide Carrier with the same list that Company uses. Company makes no warranties or guarantees with regard to the accuracy, completeness, or currency of said numbers.

## **VIII. UNBUNDLED NETWORK ELEMENTS**

### **A. General Requirements.**

Company will unbundle and separately price and offer the following eight network elements such that Carrier will be able to subscribe to and interconnect to whichever of these unbundled elements Carrier requires for the purpose of providing local telephone service to its end-users, and to combine the Company-provided elements with any facilities and services that Carrier may itself provide, in order to efficiently provide Telecommunications Services to its end-users, pursuant to the following terms:

1. Loops, e.g., two-wire or four-wire facilities from the Carrier's or end-user's premises to the host office in the same exchange, or to the remote switch if there is no host switch in such exchange including cross-connects to either other unbundled elements or Carrier's facilities;

2. **Local Switching**, e.g., the ability to switch calls from one line to another, or from a line to a trunk including all features and functions, connection to the MDF or trunk cross-connect, and switch card;
3. **Tandem Switching**, e.g., trunk-to-trunk connections including all features and functions such as recording and customized routing;
4. **Interoffice Transmission Facilities**, e.g., transmission of Carrier traffic on , either dedicated or common facilities, between Company and/or Carrier offices and/or a location designated by Carrier;
5. **Signaling and Call-related Databases**, e.g. SS7 signaling links and Signal Transfer Point ("STP") access, call related databases (such as, Line Information Database, Toll Free Calling Database and Number Portability Database), signaling systems, AIN database access through local switching purchase or SS7 interconnection and access to Service Management Systems;
6. **Network Interface Device**;
7. **Operator Services**, e.g. unbundled local operator service with custom routing to facilitate Carrier branding and price quotation where technically feasible;
8. **Directory Assistance**, e.g. local directory assistance services with custom routing to facilitate Carrier branding where technically feasible and unbundled sale of the database for inclusion in Carrier DA centers; and
9. **Operations Support Systems**, e.g. including seamless electronic interfaces with systems providing Company ordering and provisioning, trouble reporting and fault management, performance monitoring, network and traffic management, facility assignment and control functions. Such electronic interface shall provide information, operational and timeliness parity and be provided pursuant to industry standards within twelve months after such standards have been established and notwithstanding anything to contrary elsewhere in this agreement, via reasonable agreed upon interim measures before final industry standards have been implemented. Carrier recognizes Company's right to seek waivers of any FCC mandated electronic interface availability requirements and this agreement is expressly subject to any modification of the availability of electronic interfaces ordered by the FCC. However, if an electronic interface is made available by Company to any Carrier, Company shall make a similar appropriate interface available to Carrier.

Additionally, Company will, upon receipt of a bona fide written request, specifying a desired activation date, further unbundle the elements identified above into sub-elements as follows (for illustrative purposes only and not by way of limitation) in identified local exchange(s). Upon submission of a written request from Carrier for additional sub-element

unbundled network elements. Company shall have 45 days from the receipt of the written request to respond, in writing, whether it is technically feasible to provide such unbundled network element on the requested activation date and, if feasible, the price of such element. If Carrier fails to place an order, then Carrier shall pay the actual costs incurred by Company in responding to the request.

Company will upon receipt of the request, unbundle and separately price and offer requested elements such that Carrier will be able to lease whichever of these unbundled elements Carrier requires, and to combine the Company-provided elements with any facilities and services that Carrier may itself provide, in order to efficiently offer telecommunications services to end-users, pursuant to the following terms:

1. Interconnection, when requested, will be achieved at any technically feasible POI on Company's network, including via collocation arrangements.
2. Company shall ensure that unbundled elements, when combined together without the addition of any Carrier facilities, are capable of providing full local service and other functionality available to end-users through retail offerings, provided, however, that Carrier has ordered that appropriate unbundled elements for the provision of "full local service." Company will assist Carrier in identifying elements needed to provide any end-user service desired by Carrier.
3. Loop, switching, or transport when interconnected with Carrier facilities (whether purchased individually or in combinations) shall be delivered to the Carrier collocation arrangement or mid-span meet through appropriate connectors applicable to the unbundled service delivered, through other tariffed or contracted options, or through other technically feasible and economically comparable interconnection arrangements in accordance with agreements between Carrier and Company.
4. To the extent technically feasible, all unbundled element-based features, functions, service attributes, grades-of-service, installation, maintenance and repair intervals which Company provides for its retail service will apply to unbundled elements.
5. Subject to other contractual agreements, Company need not monitor the unbundled loop for maintenance purposes. Carrier may be required to provision a loop testing device either in its central office, Network Control Center, or in its collocation arrangement to test the unbundled loop. Company will perform repair and maintenance once trouble is identified by Carrier.
6. Company shall provide an electronic interface with Carrier for on-line electronic file transfers by which Carrier may place, verify, and receive confirmation on orders for unbundled elements, and issue and track trouble-ticket and repair requests associated with unbundled elements.

**B. Compensation.**

Permanent, unbundled network elements prices shall be provided at a rate to be computed based on TELRIC plus a reasonable allocation of joint and common costs of each such Element. Until permanent rates are developed, and always subject to MFN provisions appearing elsewhere in this Agreement, interim rates within the proxy ranges approved by the FCC or a state Commission or otherwise agreed to by the parties shall be implemented.

**IX. SPECIAL SERVICE ARRANGEMENTS AND CONSTRUCTION**

**A. Special Service Arrangements.**

Company shall provide special service arrangements to Carrier as reasonably requested pursuant to Company's unbundled element and interconnection obligations under the Act. For special service arrangements not readily available through Company, unbundled element pricing at TELRIC with a reasonable allocation of joint and common cost shall apply. This Company obligation includes the construction of a reasonable amount of additional facilities.

**X. ACCESS TO TELEPHONE NUMBERS.**

**A. General Requirements.**

1. To the extent Company serves as the Central Office Code Administrator, Company will work with Carrier in a neutral and non-discriminatory manner, consistent with regulatory requirements, in regard to Carrier's requests for assignment of Central Office code(s) (NXX) consistent with the Central office Code Assignment Guidelines, and any applicable Commission or FCC rules and/or orders.
2. It is the responsibility of each Party to program and update its own switches to recognize and route traffic to other Party's assigned NXX codes. Neither Party shall impose fees or charges on the other Party for required programming and switch updating activities.

**B. Compensation.**

To the extent that Company assigns NXXs, the Company will assign NXXs to Carrier at the same rates/charges it imposes upon itself.

**C. Quality of Service.**

Company will input Carrier's NXXs into its databases 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, Company will make available reporting on NXX availability, fill rates, and new assignments.
2. Company agrees to provide to Carrier information concerning NPA-NXX splits.

**XI. LOCAL NUMBER PORTABILITY**

**A. General Requirement.**

1. The Parties shall provide interim number portability arrangements to permit end-user customers to change providers without changing their current phone numbers, provided that such end-user remains located within the same Company or Carrier rate center. Such arrangements may include remote call forwarding or flexible DID.
2. Company will provide necessary data to Carrier to allow Carrier to recover appropriate terminating access charges, recognizing that both Carriers are involved in joint provision of access to IXCs associated with terminating traffic to ported numbers assigned to Carrier subscribers.
3. Company will provide interim number portability in an area until permanent number portability is implemented in that area.

**B. Compensation.**

1. For Interim Number Portability, Company shall be entitled to the TELRIC cost of providing this service less a 55% discount because of the degraded quality of service provided via interim number portability solutions.
2. For Permanent Number Portability, the parties will pay any costs as required by Commission Orders.

**XII. ADDITIONAL SERVICES**

**A. 911/E911.**

1. **Description.**
  - a. Carrier will interconnect trunk groups to the Company 911/E911 selective router(s)/911 tandem(s) which serve the area in which Carrier provides exchange services, for the provision of 911/E911 services and for access to all sub-tending Public Safety Answering Points ("PSAP"). Company will provide Carrier with

the appropriate Common Language Location Identifier ("CLLI") codes and specifications of the tandem service area.

- b. Where Company is the owner or operator of the 911/E911 database, Company will maintain, and the Parties will agree upon the time frame for automated input and daily updating of 911/E911 database information related to Carrier end-users. Company will work cooperatively with Carrier to ensure the accuracy of the data transfer by verifying it against the Master Street Address Guide ("MSAG"). Carrier shall use the NENA standards for street addressing and abbreviations, including a Carrier Code (NENA standard 5 - character field) on all ALI records sent to Company. Carrier is responsible for record data it provides to Company for entry in the database or, when available, for the information it enters into the database and agrees to indemnify and hold Company harmless from any and all claims or actions arising out of or relating to Carrier's negligence or intentional acts, errors or omissions in providing the record data to Company. Additionally, Company shall work with the appropriate governmental authorities to provide Carrier the ten-digit telephone number of each PSAP which sub-tends each Company selective router/911 tandem to which Carrier is interconnected. Company will input Carrier's data in an interval that is no less frequent than that used by Company for its end-user.
- c. Company will provide Carrier a default arrangement/disaster recovery plan including an emergency back-up number in case of massive trunk failures.
- d. Company will use its best efforts to facilitate the prompt, robust, reliable, and efficient interconnection of Carrier systems to the 911/E911 platforms, with standards of provisioning, service, and performance that are non-discriminatory and are at least equal to those employed by Company for itself, its affiliates and/or subsidiaries, and other carriers providing switched local exchange services.

2. Operator Reference Database ("ORDB").

If available, Company will work cooperatively with Carrier to assist Carrier in obtaining from the appropriate 911 government agencies monthly updates to the ORDB. If available, this will enable Carrier to promptly respond to emergency agencies (e.g., fire, police, emergency medical technicians, etc.), as a backup to 911, during a catastrophic situation.

B. White/Yellow Page Directory Listings and Distribution.

1. General Requirements.

The directory listings and distribution terms and rates specified in this section shall apply to listings of Carrier customer numbers falling within NXX codes directly assigned to



**Carrier, to listings of Carrier customer telephone numbers which are obtained by Carrier (or its customers) pursuant to Local Telephone Number Portability Arrangements, and to listings of customers served through resale of Company Services. Company shall publish Carrier listings in those Company directories covering the geographic scope of Carriers local service areas. The terms of this section may require a subsequent additional agreement with Company's Directory Publishing Company which Company will assist Carrier in obtaining under the terms outlined below.**

- a. Company will include Carrier's customer telephone numbers plus Carrier's customer service and repair contact information, in a style and format (e.g., type, size, location in book, etc.) similar to how Company provides its own such information, in all its "White Pages" and "Yellow Pages" directory listings and directory assistance databases associated with the areas in which Carrier provides services to such customers, and will distribute printed White and Yellow Pages directories to Carrier's end-user customers, in the same manner it provides those functions for its own customers or at the option of Carrier, to Carrier for distribution to its end-users. Either Party may withhold provision of non-published telephone numbers of its end-users to the other Party.**
- b. At Carrier's request, Carrier's critical contact information shall appear on a Carrier Information Page appearing in the "Informational Pages" section of Company's telephone directory listing Carrier critical end-user contact information regarding emergency services, billing and service information, repair services, and other pertinent telephone numbers relative to Carrier. Carrier's information shall conform to all applicable regulatory requirements. Carrier will not incur any additional charges for inclusion of this information. Additional Information pages will be made available at the same price as Company is charged by its directory publisher or at TELRIC plus a reasonable allocation of joint and common costs, whichever is lower.**
- c. Carrier will provide Company with its directory listings and daily updates to those listings in an industry-accepted format and via an agreed upon medium.**
- d. Carrier and Company will accord Carrier's directory listing information the same level of confidentiality which Company accords its own directory listing information, and Company shall ensure that access to Carrier's customer proprietary confidential directory information will be limited solely to those Company employees who are directly involved in the preparation of listings.**
- e. Company and Carrier will work cooperatively to address any payments for sales of any bulk directory lists to third parties, where such lists include Carrier customer listings. Unless required by law, Company will not provide/sell Carrier's listings to any third parties without Carrier's prior written approval.**

- f. Company shall provide parity directory distribution, directory database maintenance, and directory listings for Carrier's and its customers under the same terms that Company provides these same services for its end-users.
- g. The Company's Yellow Pages directory Publisher shall be entitled to the revenues from the sale of Yellow Pages advertising. The Yellow Pages directory Publisher shall treat Carrier's customers in the same fashion and using the same publishing standards and policies and on a nondiscriminatory basis with Company's customers.

2. **Compensation.**

Carrier and Company shall be treated in a non discriminatory manner concerning white and yellow pages directory expense responsibility, based on proportionate listing allocation of said expense, and in the same manner white and yellow pages additional listings, bolding, color, in-column advertising and display advertising profits or revenues shared with the Company by the directory publisher shall be shared with Carrier. However, Company (or its directory publisher) may elect to forego expense and revenue/profit sharing with Carrier and instead, at no charge to Carrier, publish Carrier's customer's directory listings, publish a Carrier Information Page in the white pages directory, provide initial directory distribution to Carrier's customers and maintain any required directory listing publication databases.

3. **Billing.**

- a. The Yellow Pages advertising billed to Carrier end-users will be rendered separately to Carrier customers by publisher, or at the option of Company, billed by Carrier to its end-users. On Carrier billed accounts, the name of Company as the Directory Services Provider will appear. Carrier shall not increase the billing to end-users and does not become a resale or sales agent of Company's directory by virtue of this provision.
- b. The directory publisher shall invoice Carrier's customer directly for white pages advertising, color or white page bolding, or at the option of Company, as outlined in (a) above. Carrier may invoice its end-users for directory charges.

4. **Information.**

- a. Company shall provide to Carrier's publishing cycles and deadlines to ensure timely receipt and publication of Carrier's customer information.
- b. Company shall identify the calling area covered by each directory and provide such information to Carrier in a timely manner.

5. **Quality of Service.**

- a. The end-to-end interval for updating the database with Carrier customer data must be the same as provided for the Company's end-users.
- b. Company will provide an automated capability (e.g., tape transfer or other data feed) to update the Company directory database.

C. **Directory Assistance**

1. **General Requirements.**

- a. Where Company is a directory assistance service provider, at Carrier's request, subject to any existing system capacity restraints which Company shall work to overcome, Company will provide to Carrier for resale, Carrier branded directory assistance service which is comparable in every other way to the directory assistance service Company makes available to its own end-users.
- b. When available, at Carrier's request, Company will:
  - i. provide to Carrier operators or to a Carrier-designated operator bureau on-line access to Company's directory assistance database, where such access is identical to the type of access Company's own directory assistance operators utilize in order to provide assistance services to Company end-users; and/or
  - ii. allow Carrier or a Carrier-designated operator bureau to license Company's directory assistance database for use in providing competitive directory assistance services.
- c. Company will make Carrier's data available to anyone calling the Company's DA and will update its database with Carrier's data in parity with updates from its own data.
- d. Company may store proprietary customer information provided by Carrier in its Directory Assistance database; such information should be able to be identified by source provider in order to provide the necessary protection of Carrier's or Carrier customer's proprietary or protected information.
- e. Carrier may limit the Company's use of Carrier's data to directory assistance or, pursuant to written agreement, grant greater flexibility in the use of the data subject to proper compensation.

- f. If Directory Assistance is a separate retail service provided by Company, Company must allow wholesale resale of Company DA service.
- g. To the extent Company provides directory assistance service, Carrier will provide its listings to Company via data and processed directory assistance feeds in accordance with an agreed upon industry format. Company shall include Carrier listings in its directory assistance database.
- h. Carrier has the right to license Company unbundled directory databases and sub databases and utilize them in the provision of its own DA service. To the extent that Carrier includes Company listings in its own directory assistance database, Carrier shall make Company's data available to anyone calling Carrier's DA.
- i. Company will make available to Carrier all service enhancements on a non-discriminatory basis.
- j. When technically feasible and requested by Carrier, Company will route Carrier customer DA calls to Carrier DA centers.

2. **Business Processes.**

- a. The Company will update and maintain the DA database with Carrier data, utilizing the same procedures it uses for its own customers, for those Carrier customers who:
  - Disconnect
  - Change Carrier
  - Install
  - "Change" orders
  - Are Non-Published
  - Are Non-Listed
  - Are Non-Published/Non-Listed
- b. Each Carrier shall bill its own end-users.
- c. Carrier will be billed in an agreed upon standard format.
- d. Company and Carrier will develop intercompany procedures to correct errors when they are identified in the database.

3. **Compensation.**

- a. When Carrier is rebranding the local service of Company, directory assistance that is provided without separate charges to end-users will be provided to Carrier end-users as part of the basic wholesale local service, subject to any additional actual expense to brand the service with Carrier's brand. Where DA is separately charged as a retail service by Company, Carrier shall pay for DA service at wholesale avoided cost.
- b. Company shall place Carrier end-user listings in its directory assistance database for no charge.
- c. Company shall make its unbundled directory assistance database available to Carrier. Prices shall be set at TELRIC plus a reasonable allocation of joint and common costs.
- d. Any additional actual trunking costs necessary to provide a Carrier branded resold directory assistance service of routing to Carrier's own directory assistance service location shall be paid by Carrier.

**D. Operator Services:**

**1. General Requirements:**

- a. Where Company (or a Company Affiliate on behalf of Company) provides operator services, at Carrier's request (subject to any existing system capacity restraints which Company shall work to overcome), Company will provide to Carrier, Carrier branded operator service which is comparable in every other way to operator services Company makes available to its own end-users.
- b. At Carrier's request, subject to any existing system capacity restraints which Company shall work to overcome, Company will route Operator Service traffic of Carrier's customers to the Carrier's Operator Service Center.
- c. Company shall provide operator service features to include the following: (i) local call completion (LCC) and CC, billed to calling cards, billed collect, and billed to third party; and (ii) billable time and charges, etc.

**2. Compensation:**

- a. Company shall provide operator services for resale at wholesale prices, or at Carrier's option as an unbundled element at TELRIC with a reasonable allocation of joint and common costs.

- b. When Carrier requests Carrier branded Company operator services for resale or as an unbundled element, any actual additional trunking costs associated with Carrier branding shall be paid by Carrier. Where technically feasible, Company shall also, at the request of Carrier, route Carrier operator service traffic to Carrier operator service centers.
- c. The Parties shall jointly establish a procedure whereby they will coordinate Busy Line Verification ("BLV") and Busy Line Verification and Interrupt ("BLVI") services on calls between their respective end-users. BLV and BLVI inquiries between operator bureaus shall be routed over the appropriate trunk groups. Carrier and Company will reciprocally provide adequate connectivity to facilitate this capability. In addition, upon request of Carrier, Company will make available to Carrier for purchase under contract BLV and BLVI services at wholesale or unbundled element rates.

### **XIII. RECIPROCAL TRAFFIC EXCHANGE**

#### **A. Scope.**

Reciprocal traffic exchange is the exchange of terminating or transit traffic between Carrier and Company for termination to end-users.

This Agreement establishes the terms and conditions pursuant to which Carrier may interconnect its network facilities to those of the Company for termination of Carrier's traffic (or other traffic routed through Carrier) on Company's network and for termination of Company's traffic on Carrier's network.

#### **B. Types of Traffic and Services**

The types of traffic to be exchanged under this Agreement include:

1. Local traffic. This is traffic that is originated by an end-user of one carrier and terminates to an end-user of the another carrier as defined in accordance with Company's then current local serving areas (or the MTA for CMRS traffic) including any traffic for which there is no additional charge for termination.
2. IntraLATA toll traffic, as defined in accordance with Company's then current intraLATA toll serving areas (which will be considered local traffic for CMRS intra MTA usage).
3. Switched access traffic as specifically defined in Company's state and interstate switched access tariffs, and generally identified as that traffic that originates at one of the Party's end-users and is delivered to an IXC point of presence, or comes from an IXC point of presence and terminates at one of the Party's end-users, whether or not the traffic transits the other Party's network.

4. Transit traffic. This is any traffic (e.g., EAS/Local, intraLATA toll, switched access and CMRS) which originates from one provider's network, "transits" another provider's network substantially unchanged, and terminates to yet another provider's network.
5. Ancillary traffic. This includes all traffic destined for ancillary services, or that may have special billing requirements, including, but not limited to the following:
  - a. Directory Assistance;
  - b. 911/E911;
  - c. Operator call termination (busy line interrupt and verify);
  - d. LIDB; and
  - e. Information services requiring special billing. (e.g., 900 and 950)
6. To the extent network and contractual arrangements exist throughout the term of this Agreement, Company will provide intermediary tandem switching and transport services for Carrier's connection of its end-user to a local end-user of: (a) other CLECs; (b) another incumbent local exchange telecommunications Carrier other than Company; (c) IXCs, and (d) CMRS carriers.
7. Company agrees not to impose restrictions on traffic types delivered to/from the Point of Interconnection ("POIs") but reserves the right to require development and reporting of a jurisdictional usage factor indicating local/EAS, intrastate toll (access/toll), interstate access usage and CMRS, if applicable or Carrier's actual usage reporting. Company and Carrier reserve the right to measure and audit all traffic to ensure that proper rates are being applied. Carrier agrees to provide the necessary traffic data or permit Company recording equipment to be installed for sampling purposes in conjunction with such audit. Company may contract directly with CMRS carriers using Carrier's network for transit functions, and in such case, Company shall directly bill termination charges to the CMRS carrier.

**C. Compensation.**

**1. Local Traffic.**

- a. Termination. Interim reciprocal, compensation arrangements within the proxy range established by the FCC shall be implemented. If usage is presumed to be balanced either because of actual experience or because measurement cannot be performed at this time, bill-and-keep may be used by the parties. When a TELRIC compensation rate is developed and approved, it shall replace any interim rate. If Company offers to any Party a rate under this section that is lower than the proxy rate or the TELRIC rate, Carrier may replace its current rate with that lower rate.
- b. Transport. Permanent charges for transport between Company tandems and/or end offices shall be based upon TELRIC plus a reasonable allocation of joint and

common costs. Until such time as a permanent rate is developed and approved, Company shall implement an interim proxy rate that reflects the Company's interstate dedicated transport price. Transport shall be a separately chargeable element.

- c. **Tandem Charge.** Tandem switching shall be a separately chargeable element based upon TELRIC plus a reasonable allocation of joint and common costs. Until such time as a permanent rate is developed and approved, Company shall charge \$0.0015 per minute for tandem switching.
2. IntraLATA toll traffic, switched access, and special access traffic, if separately chargeable, shall be charged the appropriate rate out of the terminating Carrier's tariff or via other appropriate meet point access arrangements.
  3. Transit traffic shall be compensated based on charges associated with the functionality provided, e.g., tandem switching and transport.
  4. Unless otherwise stated in this Agreement, ancillary service traffic will be exchanged and billed in accordance with whether the traffic is Local/EAS, intraLATA toll, Switched Access, or CMRS, if applicable. All tandem traffic is subject to a separate charge for the tandem service.

#### **XIV. ACCESS TO POLES, DUCTS, CONDUITS, AND RIGHTS-OF-WAY**

##### **A. Access to Facility**

1. The Parties agree to provide to the other nondiscriminatory access to any pole, duct, conduit, or right of way owned or controlled by Company or Carrier, where available. Such access will be provided subject to any terms and conditions by which Company or Carrier is bound including but not limited to local, state or national safety and/or construction standards
2. Any Company or Carrier authorization required to attach to poles, overloading requirements or modifications to the conduit system or other pathways to allow egress and ingress to the system shall not be unreasonably withheld, delayed, or restricted.
3. Each Party agrees to obtain the requisite permits and take no action to intervene against, or attempt to delay the granting of permits to the other for use of public right of way or access to private property with property owners. Each Party agrees to indemnify and hold harmless the other from any claims or actions on account of or relating to the Party's failure to obtain the requisite permits. Each Party agrees to provide, within ten (10) business days after receipt of a request from the other Party, information relative to the location and access to such facilities in a given local area. If a Party requests access to any pole, duct, conduit, or right of way owned or controlled by the other Party, but fails



to take such access, then the requesting party shall pay the actual costs the other Party incurred in responding to said request.

4. When establishing service to end users, both Carrier and Company agree not to damage the property of the other or take any action that would subject the network or facilities of the other party to dangerous electrical currents or other hazards.

**B. Compensation.**

Access to Company's and Carrier's poles, ducts, conduits, and rights of way, will be provided on a non-discriminatory, competitively neutral basis. Rearrangement costs will be pro-rated on a cost basis among all new users of the facility. Should new facilities be required, the costs shall be pro-rated among all users of the new facility. Existing facilities shall be provided on a pro rata, cost allocated basis. Cost allocations shall be performed in compliance with the FCC Rules.

**XV. ADDITIONAL RESPONSIBILITIES OF THE PARTIES**

**A. Cooperation on Fraud.**

The Parties agree that they shall cooperate with one another to investigate, minimize and take corrective action in cases of fraud. The Parties' fraud minimization procedures are to be cost effective and implemented so as not to unduly burden or harm one Party as compared to the other.

At a minimum, such cooperation shall include, when allowed by law or regulation, providing to the other Party, upon request, information concerning any end-user who terminate services to that Party without paying all outstanding charges, when such end-user seeks service from the other Party. Where required, it shall be the responsibility of the Party seeking such information to secure the end-user's permission to obtain such information.

To the extent either Party is liable to any toll provider for fraud and to the extent the other Party could have reasonably prevented such fraud, the Party failing to exercise reasonable care will indemnify the other Party for any fraud due to compromise of its facilities or systems that could have been reasonably prevented.

**B. Audit.**

The Parties agree to exchange such reports and/or data as required to facilitate the proper billing of traffic. Upon thirty (30) days written notice, any Party may request an audit of the usage reports and any such audit shall be accomplished during normal business hours at the office designated by the Party being audited. Audit requests shall not be submitted more frequently than one (1) time per calendar year. A request for an audit must be

received within one (1) year of receipt of the jurisdictional usage factor and usage reports from the audited party.

## **XVI. OPTION TO ELECT OTHER TERMS**

If, at any time while this Agreement is in effect, Company provides arrangements similar to those described herein to a third party on terms different from those available under this Agreement then Carrier may opt to adopt any individual rates, terms, and conditions offered to the third party in place of specific rates, terms, or conditions otherwise applicable under this Agreement for its own arrangements with Company regardless of volume discounts, other quantity terms, or other restrictions or provisions contained in the Agreement or tariff available to such third party.

In addition, if Company entered in an agreement (the "Other Agreement") approved by the Commission pursuant to Section 251 and/or Section 252 of the Act, and/or is subject to Order of the Commission, which provides for the provision of an interconnection, service, or unbundled element to another authorized Carrier, Company shall make available to Carrier such interconnection, service or unbundled element on an individual element-by-element or service-by-service basis without regard to other restrictions in said agreement upon the best individual terms and conditions as those provided in the Other Agreement.

This right is referred to generally as Most Favored Nation ("MFN") or Most Favored Customer ("MFC") elsewhere in this agreement.

Notwithstanding the above provision, this agreement is subject to such changes or modifications with respect to the rates, terms or conditions contained herein as may be ordered or directed by the State Commission or the FCC in the exercise of their respective jurisdictions (whether said changes or modifications result from a rulemaking proceeding, a generic investigation or an arbitration proceeding which applies to the Company or in which the State Commission makes a generic determination) to the extent that said changes apply to all similar Company agreements. This agreement shall be modified, however, only to the extent necessary to apply said changes where Company specific data has been made available to the Parties and considered by the State Commission. Any rates, terms or conditions thus developed shall be substituted in place of those previously in effect and shall be deemed to have been effective under this Agreement as of the effective date of the order by the State Commission or the FCC, whether such action was commenced before or after the effective date of this Agreement. If any such modification renders the Agreement inoperable or creates any ambiguity or requirement for further amendment to the Agreement, the Parties will negotiate in good faith to agree upon any necessary amendments to the Agreement.

## **XVII. PROPRIETARY INFORMATION**

- A. During the term of this Agreement, it may be necessary for the Parties to provide each other with certain information ("Information") considered to be private or proprietary.

The recipient shall protect such Information from distribution, disclosure or dissemination to anyone except its employees or contractors with a need to know such Information in conjunction herewith, except as otherwise authorized in writing. All such Information shall be in writing or other tangible form and clearly marked with a confidential or proprietary legend. Information conveyed orally shall be designated as proprietary or confidential at the time of such oral conveyance and shall be reduced to writing within 30 days.

- B. The Parties will not have an obligation to protect any portion of Information which: (a) is made publicly available lawfully by a non-Party to this Agreement; (b) is lawfully obtained from any source other than the providing Party; (c) is previously known without an obligation to keep it confidential; (d) is released by the providing Party in writing; or (e) commencing two (2) years after the termination date of this Agreement if such Information is not a trade secret under applicable law.
- C. Each Party will make copies of the Information only as necessary for its use under the terms hereof, and each such copy will be marked with the same proprietary notices as appearing on the originals. Each Party agrees to use the Information solely in support of this Agreement and for no other purpose.
- D. All records and data received from Carrier or generated by Company as part of its requirements hereunder, including but not limited to data or records which are received or generated and stored by Company pursuant to this Agreement, shall be proprietary to Carrier and subject to the obligations specified in this Section.
- E. The Parties acknowledge that Information is unique and valuable, and that disclosure in breach of this Agreement will result in irreparable injury to owner for which monetary damages alone would not be an adequate remedy. Therefore, the Parties agree that in the event of a breach or threatened breach of confidentiality, notwithstanding Section XXI, the owner shall be entitled to specific performance and injunctive or other equitable relief as a remedy for any such breach or anticipated breach without the necessity of posting a bond. Any such relief shall be in addition to and not in lieu of any appropriate relief in the way of monetary damages.

## **XVIII. TERM AND TERMINATION**

This Agreement shall be deemed effective as of \_\_\_\_\_, 1996. Except as provided herein, Company and Carrier agree to provide service to each other on the terms defined in this Agreement for a term of two years, and thereafter the Agreement shall continue in force and effect unless and until terminated as provided herein. Either party may terminate this Agreement by providing written notice of termination to the other party, such written notice to be provided at least 180 days in advance of the date of termination. In the event of such termination

as described herein, for service arrangements made available under this Agreement and existing at the time of termination, those arrangements shall continue without interruption under either (1) a new agreement executed by the Parties, (2) standard interconnection terms and conditions approved and made generally effective by the Commission or FCC, or (3) rates, terms and conditions available to other CLECs including continuation of MFN rights to available terms and conditions.

Either Party may terminate this Agreement in whole or in part in the event of a default by the other, provided that the non-defaulting Party so advises the defaulting Party in writing of the event of the alleged default and the defaulting Party does not remedy the alleged default within 60 days after written notice thereof. Default is defined to include:

- a. Either Party's insolvency or initiation of bankruptcy or receivership proceedings by or against the Party; or
- b. Either Party's material breach of any of the terms or conditions hereof, including the failure to make any undisputed payment when due.

Termination of this Agreement for any cause shall not release either Party from any liability which at the time of termination has already accrued to the other Party or which thereafter may accrue in respect to any act or omission prior to termination or from any obligation which is expressly stated herein to survive termination.

## **XIX. LAW ENFORCEMENT AND CIVIL PROCESS**

### **A. Intercept devices.**

Local and federal law enforcement agencies periodically request information or assistance from local telephone service providers. When either Party receives a request associated with a customer of the other Party, it shall refer such request to the Party that serves such customer, unless the request directs the receiving Party to attach a pen register, trap-and-trace or form of intercept on the Party's facilities, in which case that Party shall comply with any valid request. The intercept will be done at no charge to Carrier when the request is in the form of a court order.

### **B. Subpoenas.**

If a Party receives a subpoena for information concerning an end-user the Party knows to be an end-user of the other Party, it shall refer the subpoena back to the requesting Party with an indication that the other Party is the responsible company, unless the subpoena requests records for a period of time during which the Party was the end-users service provider, in which case the Party will respond to any valid request.

**C. Hostage or Barricaded Persons Emergencies.**

If a Party receives a request from a law enforcement agency for temporary number change, temporary disconnect or one-way denial of outbound calls for an end-user of the other Party by the receiving Party's switch, that Party will comply with any valid emergency request. However, neither Party shall be held liable for any claims or damages arising from compliance with such requests on behalf of the other Party's end-user and the Party serving such end-user agrees to indemnify and hold the other Party harmless against any and all such claims.

**XX. FORCE MAJEURE**

Neither Party will be liable or deemed to be in default for any delay or failure in performance under this Agreement for an interruption in service for which it had no control resulting directly or indirectly by reason of fire, flood, earthquake, or like acts of God, explosion, war, or other violence, or any requirement of a governmental agency, or cable cut by a third party, provided the Party so affected takes all reasonable steps to avoid or remove such cause of non-performance, provides immediate notice to the other Party setting forth the nature of such claimed event and the expected duration thereof, and resumes provision of service promptly whenever such causes are removed.

**XXI. DISPUTE RESOLUTION**

- A.** In the event of any disputes between Company and Carrier with respect to the terms and conditions of this Agreement, or any subject matter referred to in or governed by this Agreement, such disputes shall be settled as follows, except for disputes in which a Party seeks injunctive relief or must file suit in order to avoid expiration of the applicable statute of limitations.
- B. Escalation Procedures.** - All disputes between the Parties shall be escalated through normal business procedures to respective representatives from each Company at the vice-presidential level (or at such lower level as each Party's vice-president may delegate). Each Party has the right to request and, upon agreement of the other Party, to review any materials it deems pertinent to the dispute. The representatives shall consider any material submitted to it by either Party. Not to exceed 45 days from the date the dispute arises, each Party shall state in writing when it has received all materials it desires to review, and 15 days thereafter the representatives shall state in writing to the Parties the extent to which it has resolved the dispute. Both Parties agree to negotiate resolution of such problems in good faith.
- C. Mediation.**
- 1.** In the event that a claim, controversy or dispute between Company and Carrier is not resolved by use of the Escalation Procedures, either Party may request non-binding Mediation by issuing a Notice of Mediation to the designated representative of the other

Party. Both Parties agree to pursue a mediated resolution of the dispute in good faith. The Notice of Mediation shall be clearly marked as such and contain all information necessary to pursue resolution of the dispute. The originator of the Notice of Mediation shall arrange to have the Notice delivered within 24 hours of issuance.

2. Within 5 days of issuance of the Notice, the designated representative of the Parties shall agree upon an independent mediator. Said mediator shall be an individual who, unless the Parties otherwise mutually agree, has never been employed, directly or indirectly (e.g., an independent contractor or agent) by either of the Parties or their affiliates (except as a mediator). If the Parties cannot agree upon a mediator, then within the same 5 day period, each shall appoint an independent representative, one who has never been employed, directly or indirectly, by either of the Parties or their affiliates, and these two independent representatives, within 5 days of their appointment, shall appoint the mediator.
3. The mediator shall set the time for a meeting to be held with the designated representative of each company. The designated representative shall be a person empowered to resolve the dispute on behalf of his/her Company at the meeting and may be accompanied by a legal representative. A meeting shall take place within 30 days of the date of the appointment of the mediator and shall be held in a location agreed to by the Parties and the mediator. The mediator shall control the procedural aspects of the mediation, including the time and place of each session, the agenda for each meeting between the mediator and a Party or a joint meeting with both Parties. At any time following the initial joint meeting, either Party may withdraw from the mediation by written notice to the mediator and the other Party.
4. The mediator shall attempt to mediate the dispute and bring the Parties to a resolution of the issue. Failing this, the mediator, at the conclusion of the mediation process shall provide to the Parties within ten days his/her opinion of the appropriate resolution of the dispute. This opinion is not binding on either Party and may not be used by either Party in any future proceeding. The mediation process shall be treated as a compromise negotiation for purposes of the Federal Rules of Evidence and State Rules of Evidence. The mediator shall be disqualified as a witness, consultant or expert in any pending or future action relating to the subject matter of the mediation, including those between entities not Party to the mediation.
5. Within 14 days of receipt of the mediator's opinion, each Party's designated representatives shall meet one final time to resolve the dispute. If they are unable to resolve the dispute, both Parties are free to pursue their legal remedies.
6. The entire mediation process is confidential. The Parties and the Mediator shall not disclose to third Parties (i) Information disclosed by either Party during the mediation process, or (ii) information regarding the mediation process itself, including any settlement terms.

7. Costs of mediation shall be borne equally by the Parties, except that each Party shall be responsible for its own expenses. The mediator's compensation rate will be determined at or before his/her appointment. At the time of the mediator's appointment, the mediator shall be required to execute an agreement in a form mutually agreeable to the Parties.
- D. Company shall continue providing services to Carrier during the pendency of any dispute resolution procedure, and Carrier shall continue to perform its obligations (including making payments) in accordance with this Agreement.

## **XXII. GOVERNING LAW**

The Parties agree that this Agreement shall be construed in accordance with and governed by the laws of the State where the interconnection service is provided.

## **XXIII. COMPLIANCE WITH LAWS**

Both Parties agree to comply with all applicable federal, state, and local laws, including, but not limited to the Communications Act of 1934 as amended.

## **XXIV. NOTICE**

All notices required or permitted to be given hereunder shall be in writing and shall be deemed to be effective as follows: (i) by hand on the date delivered; (ii) by certified mail, postage prepaid, return receipt requested, on the date the mail is delivered or its delivery attempted; (iii) by facsimile transmission, on the date received in legible form (it being agreed that the burden of proof of receipt is on the sender and will not be met by a transmission report generated by the senders facsimile machine, or if sent by electronic messaging system, on the date that electronic message is received. Notices shall be given as follows:

If to Company:

If to Carrier:

Either Party may change its address or the person to receive notices by a notice given to the other Party in the manner set forth above.

## **XXV. MISCELLANEOUS**

- A. The Parties agree to use their respective diligent and good faith efforts to fulfill all of their obligations under this agreement. The Parties recognize, however, that to effectuate

all the purposes of the Agreement, it may be necessary either to enter into future agreements or to modify the Agreement, or both. In such event, the Parties agree to cooperate with each other in good faith.

- B. This Agreement may be modified by a written instrument only, executed by each Party hereto. However, adoption by Carrier of prices, terms and conditioning under its MFN right require only notice by Carrier to Company. Waiver of any of the obligations to be performed by the other or the breach thereof shall not be construed to be a waiver of any succeeding breach of performance obligation.
- C. The headings in this Agreement are inserted for convenience and identification only and are not intended to interpret, define, or limit the scope, extent or intent of this Agreement.
- D. This Agreement may be executed in one or more counterparts, all of which taken together will constitute one and the same instrument.
- E. The Parties agree that this Agreement is for the sole benefit of the Parties hereto and is not intended to confer any rights or benefits on any third party, including any customer of either Party, and there are no third party beneficiaries to this Agreement or any part or specific provision of this Agreement.

## **XXVI. LIMITATION OF LIABILITY**

Except as otherwise set forth in this Agreement, neither Party shall be responsible to the other for any indirect, special, consequential or punitive damages, including (without limitation) damages for loss of anticipated profits or revenue or other economic loss in connection with or arising from anything said, omitted, or done hereunder (collectively "Consequential Damages"), whether arising in contract or tort, provided that the foregoing shall not limit a party's obligation under XXVII A. to indemnify, defend, and hold the other party harmless against amounts payable to third parties.

Notwithstanding the foregoing, in no event shall Company's liability to Carrier for a service outage exceed an amount equal to the proportionate charge for the service(s) or unbundled element(s) provided for the period during which the service was affected.

## **XXVII. INDEMNIFICATION**

- A. Each Party agrees to indemnify and hold harmless the other Party from and against claims for damage to tangible personal or real property and/or personal injuries arising out of the negligence or willful act or omission of the indemnifying Party or its agents, servants, employees, contractors or representatives. To the extent not prohibited by law, each Party shall defend, indemnify, and hold the other Party harmless against any loss to a



third party arising out of the negligence or willful misconduct by such indemnifying Party, its agents, or contractors in connection with its provision of service or functions under this Agreement. In the case of any loss alleged or made by a Customer of either Party, the Party whose customer alleged such loss shall indemnify the other Party and hold it harmless against any or all of such loss alleged by each and every Customer. The indemnifying Party under this Section agrees to defend any suit brought against the other Party-either individually or jointly with the indemnifying Party-for any such loss, injury, liability, claim or demand. The indemnified Party agrees to notify the other Party promptly, in writing, of any written claims, lawsuits, or demands for which it is claimed that the indemnifying Party is responsible under this Section and to cooperate in every reasonable way to facilitate defense or settlement of claims. The indemnifying Party shall have complete control over defense of the case and over the terms of any proposed settlement or compromise thereof. The indemnifying Party shall not be liable under this Section for settlement by the indemnified Party or any claim, lawsuit, or demand, if the indemnifying Party has not approved the settlement in advance, unless the indemnifying Party has had the defense of the claim, lawsuit, or demand tendered to it in writing and has failed to assume such defense. In the event of such failure to assume defense, the indemnifying Party shall be liable for any reasonable settlement made by the indemnified Party without approval of the indemnifying Party.

- B.** Each Party agrees to indemnify and hold harmless the other Party from all claims and damages arising from the Indemnifying Party's discontinuance of service to one of its end-users for nonpayment.
- C.** When the lines or services of other companies and Carriers are used in establishing connections to and/or from points not reached by a Party's lines, neither Party shall be liable for any act or omission of the other companies or Carriers.
- D.** In addition to its indemnity obligations hereunder, 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) consequential damages (as defined in XXVI above).

## **XXVIII. ASSIGNMENT**

- A.** If any Affiliate of either Party succeeds to that portion of the business of such Party that is responsible for, or entitled to, any rights, obligations, duties, or other interests under this Agreement, such Affiliate may succeed to those rights, obligations, duties, and interest of such Party under this Agreement. In the event of any such succession

hereunder, the successor shall expressly undertake in writing to the other Party the performance and liability for those obligations and duties as to which it is succeeding a Party to this Agreement. Thereafter, the successor Party shall be deemed Carrier or Company and the original Party shall be relieved of such obligations and duties, except for matters arising out of events occurring prior to the date of such undertaking.

- B. Except as herein before provided, and except to an assignment confined solely to moneys due or to become due, any assignment of this Agreement or of the work to be performed, in whole or in part, or of any other interest of a Party hereunder, without the other Party's written consent, which consent shall not be unreasonably withheld or delayed, shall be void. It is expressly agreed that any assignment of moneys shall be void to the extent that it attempts to impose additional obligations other than the payment of such moneys on the other Party or the assignee additional to the payment of such moneys.

### **XXIX. SURVIVORSHIP**

Sections IX, XXVI, and XXVII shall survive termination or expiration of this Agreement.

### **XXX. ENTIRE AGREEMENT**

This Agreement constitutes the entire agreement between the Parties and supersedes all prior oral or written agreements, representations, statements, negotiations, understandings, and proposals with respect to the subject matter hereof.

**IN WITNESS WHEREOF**, the Parties hereto have cause this Agreement to be executed by their respective duly authorized representatives.

COMPANY

CARRIER

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

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

Name: \_\_\_\_\_

Name: \_\_\_\_\_

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

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

PCDOCS # 11489



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

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

**SEPTEMBER 16, 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. As required by the FCC's Order in Docket No. 96-98 ("the 96-98 Order"), any price, term and/or condition offered to any carrier by ILEC shall be made available to Sprint Communications Company ("Sprint") on a most favored nation's ("MFN") 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. The MFN shall apply to any unbundled element or service (e.g. directory assistance, basic residential service, intralATA toll, Centrex, call waiting). Exceptions to the general availability of MFN should be very limited and include only volume discounts that reflect only cost savings, term discounts, significant differences in operations support (e.g. unbundled loops with maintenance as compared to unbundled loops without maintenance or unbundled loops conditioned for data as compared to voice grade loops), and technical feasibility (e.g. local switching must be purchased to receive vertical features supported by the switch). If a state commission issues an Order setting price for all carriers, then this Agreement shall reflect this price as long as that is the only price offered by ILEC. If geographic zones are not uniform as applied to all carriers, Sprint may choose the lowest price available from the ILEC for the each specific area being served by Sprint.
- C. As required by the 96-98 Order, ILEC must geographically deaverage it's cost-based unbundled elements. However, geographic deaveraging must be accomplished in a manner such as Zone Density by office and not on specific routes or capacity dedicated to individual carriers. Deaveraging should reflect cost differences 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 economies of scale equally with each interconnecting carrier. (e.g., a LEC 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.)
- D. 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. However, any redesign or reconfiguration expenses required by a regulatory body

where the regulatory body establishes a cost-sharing arrangement may be billed on an appropriate non-discriminatory basis to Sprint.

- E. 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.
- F. 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, as compared to customer CPNI which is subject to customer authorized release, (e.g. Sprint interexchange billings performed by ILEC on behalf of Sprint).
- G. 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 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, via physical or virtual collocation when requested, in a timely manner, and in a manner that provides Sprint with at least 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. Sprint need not interconnect at each tandem or end office to terminate calls to the entire local calling or toll call area of the ILEC.

2. As required by the 96-98 Order, Sprint's POIs may be at any technically feasible point within the ILEC network, including, but not limited to: tandem switches, end office switches or other wire centers. Collocation is not a requirement for establishing a POI. POIs can be established via meetpoint, collocation 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 Sprint's network to its POI, and (2) to route calls originating on Sprint's network, but terminating on its network from Sprint's POI, and will work cooperatively to ensure such.

4. ILEC shall be responsible for provisioning 50% of the interconnection facilities or to the ILEC wire center boundary, whichever is less. Sprint shall be responsible for provisioning 50% of the interconnection facilities or to the ILEC wire center boundary whichever is greater.

5. 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 or Sprint may report its actual usage. ILEC and Sprint shall each have reasonable audit rights.

6. 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.

7. 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 Sprint utilizing the tandem function of Sprint, (e.g., subtending ILECs, CMRS carriers and IXC's). Calls should be routed or terminated using the same network, ensuring the same quality of service, as Sprint provides its own end-users. Tandem and transport cost, if any, between tandem and end office shall be recovered from the originating carrier.

### **C. COLLOCATION.**

1. When interconnection or access to unbundled elements is provided where collocation is utilized, Sprint must be allowed to lease transport from the collocation facility to any other point on ILEC network and to directly connect via ILEC facilities with other collocators.

2. Sprint collocation equipment must include any equipment used for interconnection or access to unbundled elements. FCC Rules 51.323.

3. The ILEC should generally meet a minimum 90-day interval for establishing new collocation arrangements. A full explanation of required delays past 90-days for installation of new collocation arrangements must be provided by ILEC.

4. **COMPENSATION.** The cost of providing collocation shall be at TELRIC plus a forward-looking allocation of reasonable joint and common costs, but in the absence of a cost study the interim price shall be set, subject to that under investigation in CC Docket 91-141 Expanded Interconnection.

#### **D. 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. Two-way trunking should be used where technically feasible.

2. Local, intraLATA toll, interLATA access and other traffic should not be required to be separated across trunk groups without good technical reason. ILEC should accept percentage of use factors or Sprint traffic measurements of traffic delivered to ILEC. Sprint should accept ILEC percentage of use factors or ILEC traffic measurements of traffic delivered to Sprint. Reasonable audit rights shall be granted each party.

3. Sprint should offer B8ZS Extended Super Frame ("ESF") facilities, where technically feasible, 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. 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 IXC), and Other Services (the ILEC must provide connection and call routing for 911, directory assistance, and operator assistance services) between the ILEC and Sprint.

#### **F. SIGNALING.**

1. Where available, the ILEC shall provide and implement all defined and supported Sprint Signaling System 7 ("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. Sprint 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 SS7 call set-up signaling protocol). Sprint presumes there is no incremental recurring cost associated with this request and believes no charge is appropriate. If, after performing a TELRIC study, incremental costs are identified, Sprint will pay those costs for delivery of this information to Sprint. If chargeable, Sprint will likewise perform a cost study to identify this cost when it provides this information to ILEC and shall charge ILEC in a similar manner. 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 inter-company 64 KBPS clear channel.

5. Sprint 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 ILEC network-user interface must be compatible with the network-network interface utilized between the ILEC and Sprint. Specifically, the ILEC should not develop products and services with proprietary network interfaces that inhibit or restrict the ability of Sprint to utilize the product or service in the provisioning of Sprints' services.



### **III. BUSINESS PROCESS**

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

1. The ILECs should establish dedicated CLEC ordering centers.
2. Industry standardized electronic interfaces for the exchange of ordering information must be adopted and made available using industry standard order formats and methods that are developed, (e.g. EDI). Electronic Data Interfaces ("EDI") should be established to provide access to the ILEC order processing database. Prior to industry standards being established, ILEC shall develop interim electronic interface arrangements with their systems.
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. Until such time as electronic access to numbering resources is available, ILEC shall pre-assign blocks of numbers in sufficient quantity to meet the needs of Sprint.
8. When purchasing switching capabilities, Sprint requires the ability to order all features on that switch (e.g., calling block of 900, 976, or 976-like calls by line or trunk on an individual case basis) and ILEC shall provide high usage reports to Sprint as needed, so that Sprint may provide any regulatory-required or currently available to ILEC high usage reports to its end-users. Examples of high usage reports include those used with toll-cap service and fraud detection where customer service is suspended when usage reaches a certain level.
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 LSO (such as Digital Copper, Copper Analog, ISDN, etc.), order completion with all service order and time and cost related fees, rejections/errors on service order data element(s), jeopardy against the due date, missed appointments, additional order charges (construction charges), order status, validation of street address detail, and electronic notification of the local line options that were provisioned, at the time of order completion, by the ILEC for all Sprint local customers. This applies to all types of service orders and all elements.

12. At all times, the ILEC will direct customer to Sprint for inquiries or actions concerning their Sprint service. ILEC should either migrate from N11 dialing to its business office and repair centers to seven digit numbers or 800 numbers so that Sprint customers have dialing parity to similar centers or ILEC should make N11 dialing available so that Sprint customers are directed to Sprint.

#### **B. PROVISIONING & INSTALLATION.**

1. The ILEC will provide all test and turn-up procedures in support of the unbundled elements/combinations/services ordered by Sprint.

2. Within 48 hours of any disconnect, the ILEC will notify Sprint of the disconnect of any Sprint unbundled element/combination/service.

3. All notices, invoices, and documentation provided on behalf of Sprint to the customer at the customer's premises by the ILEC's field personnel shall either be branded Sprint or non-branded. ILEC shall not market its services during such calls thereby misusing CPNI from Sprint. Sprint will provide or pay for notices used in its behalf.

4. ILEC shall provide the ability for Sprint to mechanize test or will test all elements/combinations.

5. ILEC will provide a system to mark Sprint emergency and trunking circuits and elements.

#### **C. TROUBLE RESOLUTION, MAINTENANCE, CUSTOMER CARE.**

1. ILEC must work toward dedicated service centers available 7 days a week, 24 hours a day, and in the interim must handle Sprint calls as well as other customer calls in a non-discriminatory manner.

2. ILEC and Sprint shall develop a process for the management of misdirected service calls, to be used to refer/transfer calls from customers to Sprint for action. N11 dialing to ILEC repair centers should be discontinued, or N11 call routing to the appropriate carrier should be available.

3. Sprint must have read and write access to the ILEC's maintenance and trouble report systems including the following systems and/or functionality:

- a. Trouble reporting/dispatch capability - access must be real time;
- b. Repair status/confirmations; maintenance/trouble report systems;
- c. Planned/unplanned outage reports; and.
- 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. Each carrier 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. The ILEC shall provide progress status reports so that Sprint will be able to provide end-user customers with 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.

9. 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.

10. 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.

11. Sprint shall receive prior notification of any scheduled maintenance activity performed by the local supplier that may be service affecting to Sprint local customers (e.g., 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 IXCs.

5. Where the ILEC provides transit functions, the ILEC will prepare and transmit Inward Terminating call records for the appropriate IXC to Sprint.

6. The ILEC and Sprint will exchange the appropriate records to bill access charges to the IXC.

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")), at no additional charge.

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 IXC, or a Sprint end-user for access minutes crossing the facilities of both the ILEC and Sprint.

11. To the extent that Sprint is liable to any toll provider for fraud and to the extent that Sprint could not have reasonably prevented such fraud, the ILEC must indemnify Sprint for any fraud due to compromise of ILEC's network that could have been

reasonably prevented by ILEC action (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. Standard interfaces
- g. 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 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. Sprint shall receive notice of the availability of new features (e.g. both ILEC and Sprint should be notified that a given ILEC switch is now capable of offering a given feature or service or that a hybrid fiber/coaxial network is replacing copper loops in a given area) at the same time so that ILEC and Sprint marketing personnel have parity in network information availability.

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

#### **IV. ACCESS TO NETWORK ELEMENTS**

##### **A. INITIAL UNBUNDLED ELEMENTS.**

Sprint expects that the unbundled elements initially available will conform to the minimum standards contained in FCC Rule 51.305 and subject to the provisions of CC Docket No. 96-98 First Report and Order ("First R&O") released August 8, 1996.

1. **LOCAL LOOPS** including two-wire and four-wire analog and digital loops and cross-connects to either other unbundled elements or Sprint facilities.
2. **NETWORK INTERFACE DEVICE.**
3. **LOCAL SWITCHING** including all features and functions as described in the First R&O at ¶¶ 412 & 418.
  - a. Line-side switching includes connection to an MDF where cross-connect to a loop may be obtained and a switch card with connection to the card.
  - b. Trunk-side switching includes connection to trunk cross-connect and trunk card with features and functions.
4. **TANDEM SWITCHING** including all features and functions (e.g. recording and customized routing including those features and functions identified in the First R&O).
5. **INTEROFFICE TRANSMISSION FACILITIES**, both dedicated and shared between, ILEC offices and the offices of others.

- a. DS1, DS3 and Optical capabilities shall be provided where available.
- b. Digital Cross-Connect usage in the same manner such as is provided to IXCs.

6. **SIGNALING AND CALL-RELATED DATABASES.**

- a. SS7 signaling links and STP access must be provided.
- b. SS7 functionality for signaling within the ILEC network and to any network with which the ILEC is connected must be provided.
- c. All call-related databases must be unbundled and available for query by Sprint including LIDB, Toll Free Calling and Number Portability through physical access at the ILEC STP related to the database.
- d. All AIN databases must be unbundled and available for access by Sprint through either purchase of the ILEC local switching element or through SS7 connection with the switch of Sprint.
- e. All Service Management Systems should be available to Sprint so that Sprint may create, modify and update information in call-related databases in the same manner as ILEC.

7. **OPERATOR SERVICES shall be available on both a wholesale basis and an unbundled basis to Sprint. Sprint shall be the brand on Sprint calls**

when

**technically feasible. Custom routing shall be provided when technically feasible. Sprint rates shall be quoted when technically feasible.**

8. **DIRECTORY ASSISTANCE shall be available on both a wholesale basis and an unbundled basis to Sprint. Sprint shall be the brand on Sprint calls when technically feasible. Sprint data shall be included in the database. The ILEC database shall be available to Sprint. routing shall be provided when technically feasible.**

ILEC  
Custom



9. **OPERATIONS SUPPORT SYSTEMS** including all systems used in pre-ordering, ordering, provisioning, maintenance and repair, billing, number assignment, service interval information, and including any gateway system, shall be available on January 1, 1997.

telephone  
maintenance history,  
an unbundled basis by

**B. COMPENSATION.**

All unbundled network elements including their functionality shall be priced at TELRIC plus reasonable allocation of forward-looking joint and common costs as outlined in FCC Rule 51.505.

**V. 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 Sprint 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 public access with property owners.

**B. COMPENSATION.**

1. Fees related to engineering surveys for potential right-of-way use shall be based, on TELRIC plus a reasonable allocation of joint and common costs 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.

## **VI. 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 CLLI 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 restoral 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 A11 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.

## **VII. DIRECTORY ASSISTANCE**

### **A. GENERAL REQUIREMENTS.**

1. ILEC shall make Sprint's data available to anyone calling the ILEC's Directory Assistance ("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 DA 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 Sprint branded DA should be available to Sprint for resale. Sprint will pay any additional trunking costs necessary to obtain this service. If ILEC cannot satisfy all demand for Sprint branded DA service, ILEC must save capacity to provide an unbranded option for multiple CLEC's.

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, reasonable, and non-discriminatory at TELRIC plus reasonable forward-looking allocation of joint and common costs.

**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/Non-Listed

2. Sprint bills its own end-users.

3. Sprint shall be billed in an agreeable format but prefers a CABS format.

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

## **VIII. OPERATOR SERVICES**

**A. GENERAL REQUIREMENTS.**

1. ILEC and Sprint shall jointly develop a process to conduct Busy Line Verification ("BLV") and Emergency Interrupt ("EI") when Sprint provides its own operator services.

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, where technically or operationally feasible and requested by Sprint, quote 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. If the ILEC cannot meet all of the Sprint demand for branded operator services, the ILEC must save capacity to provide an unbranded option for all other CLEC's.

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.

**IX. WHITE/YELLOW PAGE DIRECTORY LISTING**

**A. GENERAL REQUIREMENTS (NOTE: IN THIS SECTION ILEC MEANS ILEC AND/OR ITS DIRECTORY PUBLISHING AFFILIATE).**

1. A separate directory publishing agreement may be required with ILEC's directory publisher which ILEC will assist Sprint in obtaining under the general terms which follow.

2. ILEC shall include Sprint specific information in the information pages of the directories.

3. ILEC shall publish Sprint subscriber listings in ILEC directories (main listing in White and Yellow pages).

4. ILEC shall distribute white and yellow pages to Sprint subscribers on a non-discriminatory basis.

5. ILEC should provide non-discriminatory List Rentals to Sprint.

6. ILEC shall contact Sprint business customers and offer them directory advertising.

**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. Foreign Listings

**C. ORDER PROCESSING.**

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

**D. PROVISIONING/DISTRIBUTION.**

1. Initial and secondary distribution arrangements must be available. Sprint distribution by ILEC shall be at parity with ILEC distribution
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 ILEC's option, the Yellow Pages advertising bill will be rendered separately to Sprint customers by Publisher or shall be rendered by Sprint as agent of Publisher. A Sprint customer's yellow pages bill may not be combined with an ILEC bill or be billed by the ILEC in a manner that allows the ILEC to utilize this billing media for local customer win back messages.
2. At ILEC's option, the Directory Publisher shall invoice Sprint subscriber directly for white page advertising, white page bolding, white page color or shall utilize Sprint as agent for billing these services.



## **F. COMPENSATION.**

1. Distribution to Sprint Customers 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 (e.g. if ILEC receives payment for its listings Sprint should receive payment for its listings, if ILEC pays for white pages publication Sprint should pay for its share of white pages publication, if ILEC receives a share of white pages or yellow pages revenue including list rentals Sprint should likewise share in revenues). In the alternative, at the option of ILEC, Sprint is willing to forego payment for listings and a share of white and yellow pages revenues if Sprint receives a no charge information page in the directories, no charge publication of all appropriate accounts in the directories, and free directory distribution to Sprint customers. 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 or sell yellow pages advertising only and not for other purposes.

3. ILEC shall provide a description of calling areas covered by each directory. This means that ILEC shall provide a list of all exchanges appearing in the directory and the local and EAS calling scope of the area covered by a directory or combination of directories as well as a list of all directories necessary for coverage of the local calling and EAS area.

## **X. 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.

## **XI. 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. Sprint proposes that interim number portability be priced at TELRIC cost less a 55% discount which recognizes that interim number portability solutions degrade network performance to Sprint customers. Should a lower interim number portability price be offered by ILEC to others or ordered by a regulatory body, Sprint may adopt the lower price.

2. For Sprint facilities-based services and services built with cost-based, unbundled elements, Sprint is entitled to both originating and 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. In addition, pursuant to 47 CFR § 51.515 where ILEC switching is used prior to June 30, 1997, CCL and 75% of TIC charge will be paid by Sprint to ILEC.

- 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 at no additional cost above that already paid for interim local number portability.

## **XII. ACCESS TO SUCH SERVICES OR INFORMATION NECESSARY TO ALLOW REQUESTING CARRIER TO IMPLEMENT DIALING PARITY**

### **A. GENERAL REQUIREMENTS.**

1. Upon the earlier of a valid local commission order to implement intraLATA presubscription, three years from the date the Telecommunications Act of 1996 was effective or when the ILEC (or its affiliate) is allowed into in region (e.g. states served by the ILEC) interLATA service, the full two-PIC option must be available for intraLATA and interLATA dialing parity..
2. Any end-user should be able to access Sprint for services using the same dialing protocol that the end-user would use to access the same service on the ILEC network, (e.g., intraLATA toll, operator assisted, directory assistance, and N11).
3. ILEC must provide routine reporting on local dialing plans by switching type and end office.

## **XIII. 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" (a/k/a "bill and keep") may be utilized where traffic is presumed to be in balance either because it has been measured and no significant balance different exist or because measurement has not yet been accomplished. . Otherwise, default proxies

contained in the 96-98 Order shall be used until TELRIC cost studies have been performed and the results implemented in permanent rates.

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. Pursuant to 47 C.F.R. §51.705(a) an ILEC's rates for transport and termination of local telecommunications traffic shall be established, at the election of the state commission, on the basis of:

- a. the forward-looking economic costs of such offerings using a cost study pursuant to 47 C.F.R. §§ 51.505 and 51.511; or
- b. default proxies, as provided in 47 C.F.R. § 51.707; or
- c. a "bill-and-keep" arrangement, as provided in 47 C.F.R. § 51.713.

2. Pursuant to 47 C.F.R. § 51.715, in a state in which the state commission has neither established transport and termination rates based on forward-looking economic cost studies nor established transport and termination rates consistent with the default price ranges described in 47 C.F.R. §51.707, the ILEC shall set interim transport and termination rates within the proxy ranges for switching and transport as described in 47 C.F.R. § 51.707(b)(2).

## **XIV. RESALE**

### **A. GENERAL REQUIREMENTS.**

1. All regulated telecommunications services offered to end-users of the ILEC must be available for resale by Sprint. This includes volume discounted products, grandfathered products, individual case basis products, operators services, directory assistance, vertical services and promotions.

2. Every retail service rate, including promotions of over 90-days, discounts plans, and option plans must have a corresponding wholesale rate. Non-recurring charges associated with resold accounts shall also have an appropriate wholesale discount. 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 and payphone providers as Order by the FCC. Sec. 251(c)(4)(B), FCC Rule 51.613.

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 FCC approved methodology where costs the ILEC will avoid will be removed when the service is resold. FCC Rule 51.607 and 51.609.

2. Any PIC administration change charge must be at TELRIC plus a reasonable allocation of forward-looking joint and common costs.

3. ILECs must either adopt interim wholesale rates within the 96-98 Order's proxy range or produce cost studies within the specified time frame contemplated for negotiations as part of good faith negotiations.

**C. INFORMATION.** The ILEC must provide information concerning the agreements they have made with other Sprints 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. Sprint shall adopt a reasonable account verification method consistent with the FCC's PIC verification guidelines. ILEC shall honor Sprint service order requests without receiving a separate signed LOA from the end-user in order to process a Sprint order.

3. ILEC shall provide confirmation of the installation/change activity to Sprint via an initial Firm Order Confirmation ("FOC") and positive completion of order activity. Sprint requires an "As Is" process when customers are migrating from the ILEC to Sprint at the same location. On migration type orders the FOC should contain all services/features currently being provided by the ILEC and those services/features being migrated to Sprint. On new installation/change orders the FOC should verify all services/features ordered by Sprint. A positive completion delineating all the services installed and those not installed should be sent to Sprint upon actual completion within 24 hours of Order completion. This will ensure proper billing to end-user customers for services provided.

4. Once Sprint has obtained a customer, the ILEC shall provide in pre-ordering and ordering phases of processing the Sprint order, the ILEC regulated local features/products/services/elements/combinations that were previously provisioned by the ILEC for all affected 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. Access to CRIS and routine reconciliation between CRIS records and Sprint customer records should be established.

6. Sprint, as the local service provider, and its customer are assigned any telephone line number switched by the ILEC switch. 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 service provided via unbundled elements) the ILEC is the appropriate recipient of all access charges, and should be responsible for directly billing the IXCs for the access related to interexchange calls generated by rebranded customers.

2. ILEC must return EMI records to IXC's with the Sprint disconnect rejection code along with the Operating Company Number ("OCN") of the associated ANI. The OCN must be provided so that the IXC will know which local ILEC provides service for the WTN.

3. Monthly invoices must be presented in a an agreed upon format. Sprint prefers 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 must be provided to enable Sprint to match these records with appropriate accounts by billing cycle in parity with the ILEC.
- 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.**

**IXC PIC.** When Sprint rebrands ILEC local service (becomes the end-user's local service provider), the ILEC shall process all PIC changes provided by Sprint on behalf of the IXC's. If PIC changes are received directly by the ILEC from the IXC, the ILEC shall reject the PIC change back to the IXC with the OCN of Sprint in the appropriate field of the industry standard CARE record.

**Sprint to CLEC Change.** When a CLEC other than Sprint or the ILEC sells local service to an existing Sprint local customer and an order is submitted to the ILEC for migrating the service, the ILEC will shall inform Sprint of the disconnect in a manner similar to the existing CARE process for notifying an IXC of a disconnect PIC change. This will ensure accurate billing to the end-user customer.

term term 904 dated 9/05/96