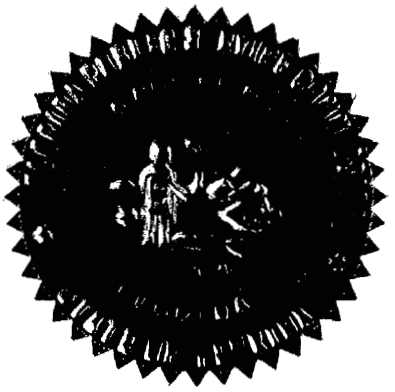
BEFORE THE
FLORIDA PUBLIC SERVICE COMMISSION

In the Matter of	**DOCKET NO. 000649-TP**
PETITION BY MCIMETRO ACCESS TRANSMISSION SERVICES, LLC AND MCI WORLDCOM COMMUNICATIONS, INC. FOR ARBITRATIONS OF CERTAIN TERMS AND CONDITIONS OF A PROPOSED AGREEMENT WITH BELLSOUTH TELECOMMUNICATIONS, INC. CONCERNING INTERCONNECTION AND RESALE UNDER THE TELECOMMUNICATIONS ACT OF 1996.	



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VOLUME 9

Pages 1292 through 1423

PROCEEDINGS:	**HEARING**
BEFORE:	COMMISSIONER E. LEON JACOBS, JR. COMMISSIONER LILA A. JABER COMMISSIONER BRAULIO L. BAEZ
DATE:	Friday, October 6, 2000
TIME:	Commenced at 9:00 a.m. Concluded at 4:00 p.m.
PLACE:	Betty Easley Conference Center Room 148 4075 Esplanade Way Tallahassee, Florida
REPORTED BY:	JANE FAUROT, RPR FPSC Division of Records & Reporting Chief, Bureau of Reporting
APPEARANCES:	(As heretofore noted.)

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I N D E X

WITNESSES

NAME:	PAGE NO.
W. KEITH MILNER (continued)	
Cross Examination by Mr. O'Roark	1295
Cross Examination by Ms. McNulty	1372
Cross Examination by Mr. Fordham	1398

EXHIBITS

NUMBER:		ID.	ADMTD.
34	Three Diagrams	1297	1421
35	BellSouth's Certified Vendor Brochure	1391	1421

PROCEEDINGS

(Transcript continues in sequence from Volume 9.)

W. KEITH MILNER

continues his testimony under oath from Volume 8:

CONTINUED CROSS EXAMINATION

BY MR. O'ROARK:

Q Mr. Milner, let's start with one point of clarification. In your summary you refer to Issues 102 and 103, which -- can you confirm that those have been resolved by the parties? I will submit to you that the prehearing order shows that they have been.

A Oh, then that is my mistake. I knew that Issues 97 and 99, which I had addressed had been resolved. I apologize for that.

Q No problem at all, I just wanted to make sure we were all clear.

A Well, I'm glad to hear that.

Q I want to ask you some general questions that relate to Issues 5, 15, 19, and 101. And once we get past the general questions, we'll be able to go through those issues pretty quickly.

A Okay.

Q And, obviously, with those issues we are talking about operator services and directory assistance or OS/DA

for short?

A Yes.

Q And we have talked about different methods that BellSouth uses to route OS/DA traffic. And the main three that we have talked about have been the line class code method, the AIN hubbing method, and the OLNS method, is that right?

A Yes. And two of those three we offer now. We are working towards the third, which is the OLNS method that you mentioned.

Q Let's start with the line class code method. A line class code is a set of parameters applied to a customer's phone line, is that fair?

A Yes. Yes. These are instructions at the end office level that state in sort of lay terms that for this class of service if you dial zero and you don't dial anything else, here is what is going happen to your call. And those -- but the important distinction is that this is done -- the distinction of whose customer this is, whether it's BellSouth's or MCI's is done at the end office level, rather than at some other central point.

Q And BellSouth will make selective routing one of the parameters that can be included in a line class code?

A Yes. I mean, that is it entirely.

Q So if we offer our customers a choice of, say,

four line class codes, we can make selective routing one of the parameters on each of those codes?

A Yes. Each individual line class code would have its own routing decisions associated with it. So any customer or any end user that you assign to Line Class Code 101 would have their calls routed in the same manner; that is, to BellSouth's platform or to MCI's choice of platform.

Q Mr. Milner, we are going to hand you what we are going to have marked as Exhibit 34. I will represent to you that these are three diagrams prepared at my direction. And as we go through them, if you see technical errors, please call them to my attention. Do you have that in front of you?

A Yes, thank you.

Q Let's start with the first page of Exhibit 34, which is captioned BellSouth line class code method. And just starting from the bottom, you will see three handsets which are intended to represent customers.

COMMISSIONER JACOBS: We'll go ahead and mark this as 34.

MR. O'ROARK: I apologize, Mr. Chairman. Forgive me.

COMMISSIONER JACOBS: That's okay.

(Exhibit 34 marked for identification.)

BY MR. O'ROARK:

Q Do you see the handsets at the bottom?

A Yes.

Q And then we have three lines to something marked as the BellSouth end office, do you see that?

A Yes.

Q And then, obviously, in the middle of the page you see something that is designated as the BellSouth tandem. And in the upper right-hand corner we have the WorldCom OS/DA platform, which is the place from which WorldCom could provide OS/DA services. And then in the upper left-hand corner we have got the BellSouth TOPS platform, which is the place from which BellSouth would provide OS/DA services?

A Yes, that is right.

Q A preliminary question, let's assume that these customers depicted down at the bottom are WorldCom customers, and let's assume that they are using a loop/port combination, or UNE-P for service, so that obviously, they are being served by a BellSouth switch?

A That's correct.

Q Let's assume that there is no special selective routing at all. If one of those customers dials, say, 411, that call is going to be routed first to the BellSouth end office from which the customer draws dial

tone, and then it's going to go along that dotted line to the left up to the BellSouth TOPS platform, is that correct?

A Yes. Actually, to be a little more precise, there should be two dotted lines, one that goes to the operator services part of that platform, and a different dotted line that goes to the directory assistance part of that platform, but yes.

Q Thank you for that clarification.

And whether it went to the DA platform or the operator services platform, again, if there is no selective routing at all, our customer is going to hear BellSouth branding; that is, something to the effect of, BellSouth, may I help you?

A Yes. Well, to make the drawing just a little more complete, out of the top left part, that cylinder that is labelled BellSouth TOPS platform, actually there would be operators, humans, that are -- you know, whose headsets are attached to that. So, yes, if BellSouth chose to have its operators answer, you know, thank you for calling Bellsouth, then, yes, MCI's customers would hear the word "BellSouth," instead of MCI.

Back to the end office part, what you have said is since MCI has not requested customized routing, then the same set of line class codes as are used for

BellSouth's customers would be used for MCI's customers, and, thus, the routing would be identical. That is the call would wind up at the same place as if the customer were a BellSouth customer.

Q And if one of our customers dialed 411 and went over a second dotted line to the TOPS platform, we would get BellSouth's automated service that would be BellSouth branded?

A That's right.

Q Now let's talk about selective routing. If we use selective routing using the line class code method, we are going to get to the pseudo code method, but let's assume we're not using that for right now.

A All right.

Q The line class code method would enable us to route a call either to our platform or to BellSouth's platform, is that right?

A Exactly right.

Q And if we routed it to our platform using just the basic line class code method, not enhanced, that call is going to be transmitted using modified operator system signaling, known as MOS signaling?

A Yes.

Q Is that correct?

A Yes, you're correct.

Q And you are aware that that MOS signaling is incompatible with the Feature Group D signaling that is used in our OS/DA platform?

A Yes, by itself -- well, I won't say incompatible, they are two different signaling protocols. AT&T's platforms, and because ours sort of grew out of AT&T's at divestiture, we use this MOS signaling format for operator traffic, and MCI apparently uses Feature Group D. So it is not a question of incompatibility but, rather, just a choice between the two.

Q But since WorldCom uses Feature Group D at its OS/DA platform, it wouldn't be able to identify the caller that had made that OS/DA call, correct?

A Well, not without making modifications at its platform. In other words, MCI's platform, as BellSouth's TOPS platform, could accommodate MOS. That's a choice that MCI could make. In other words, it might choose to use MOS instead of Feature Group D.

Q Now, let's assume the call goes the other way. Still using the basic line class code method, let's say we chose to direct it instead to the BellSouth TOPS platform, going along that dotted line slanting to the upper left. If WorldCom wanted to have its call branded "WorldCom" at the TOPS platform, we would need to use a dedicated line from the BellSouth's switch to the TOPS platform, is that

correct?

A Yes. In exactly the same fashion as BellSouth has, a trunk group of its own, you know, one of those dotted lines that we just talked about. So just as BellSouth has a trunk group directly between its end office and its operator platform, MCI would have to do likewise if it wanted BellSouth's operators to be able to distinguish between the two end user customers, one being BellSouth and one being MCI, and answer the call appropriately. So if it comes in on a different trunk group at BellSouth's platform, then our operator can recognize that and then say, thank you for choosing MCI.

Q And so to have that WorldCom branding, we would have to establish dedicated trunking from every end office from which we serve customers to each corresponding BellSouth TOPS platform, is that correct?

A Well, that's correct as far as our conversation has progressed. We are going to talk about aggregating traffic, I'm sure, later on. But, yes, as far as we have talked about so far.

Q You're correct. We're going to talk about the pseudo code method in just a moment.

But just to complete our conversation so far, if we wanted or were willing to accept an unbranded call, that is a call that was not branded BellSouth, but was

more generic, then we could use some sort of shared transport from the end office to the BellSouth TOPS platform?

A Yes, exactly. Let's say that ALECs collectively wanted to share the facilities between BellSouth's end office and BellSouth's platform. ALECs wanted to use BellSouth's operators rather than to have their own, but did not want the expense of having that dedicated trunk group, they could say, why don't we all share that. And we will allow that to be either unbranded or, I guess, perhaps, you know, thank you for calling someone other than BellSouth, how can I help you? But, anyway, you know, as long as the treatment by the operator was the same, then they could all share that one trunk group.

Q I assume the way it would work is if there were shared transport, the ALECs involved would share the cost of that line?

A I would presume so, yes. And the cost of, you know, their own line class codes that would -- that would get them there.

Q Of course, that assumes that WorldCom had some one to share with. There would have to be other carriers that wanted to do the same thing?

A Yes. You would have to have some like-minded ALEC that wanted its calls branded the same as MCI chose.

Q Now, let's get to the pseudo code method, which is, as I understand it, essentially a variation of the line class code method, where the routing goes not from the end office to one -- directly to one of the OS/DA platforms, but rather goes to the BellSouth platform which is depicted on this diagram by the solid line between the BellSouth end office and the BellSouth tandem?

A I'm with you.

Q If we want to use the pseudo code method, we can, again, direct the call either to our platform or to yours, is that correct?

A Yes. Ultimately, yes. What the pseudo code method allows is this conversion from the MOS format to Feature Group D format, which would be done at this box in the middle labeled BellSouth tandem.

Q Let's assume that we are going to route the call to the WorldCom OS/DA platform. The line between the -- or, rather, the transport between the BellSouth end office and the BellSouth tandem would have to be dedicated transport for WorldCom, is that correct?

A Well, no, not precisely. It would be dedicated to those ALECs who, likewise, wanted their calls converted from MOS to Feature Group D. Ultimately, if they wanted a distinction of how the call would be branded, then they would need separate trunk groups. But there could be some

sharing in this part of the leg, as well.

Q Let's make sure we are clear, because I am focusing on a call that is going to be routed to the WorldCom OS/DA platform. If that is the way we want to do business --

A Oh, okay.

Q -- don't we have to have dedicated transport from the BellSouth end office to the BellSouth tandem?

A Yes, except in the unlikely event that MCI was willing to unbrand its own service to sell its DAR operator services to ALECs.

Q And then, obviously, the transport from the BellSouth tandem to the WorldCom platform would be dedicated to us by definition?

A Yes. In your example, I am presuming that you mean only MCI's traffic is going to be on that part. So the answer is yes, that facility would be dedicated to MCI.

Q So if we want to use the pseudo code method and route to our platform, we are going to need to have dedicated transport from every BellSouth end office from which we want to provide service to each corresponding tandem, is that correct?

A That is correct, if you choose the line class code method that we are talking about here. The AIN

method, which I'm sure we will talk about later, relieves some of that dedicated trunking requirement.

Q And just so we complete the discussion, let's say that we wanted to use the pseudo code method to go from the end office to the tandem and then to the upper left-hand corner to the BellSouth TOPS platform. In that case, as I understand it, if we want BellSouth to brand the call for us, then we are going to need, again, dedicated transport both from the end office to the BellSouth tandem, and then from the BellSouth tandem to the BellSouth TOPS platform, is that correct?

A Yes, that is correct. Let me correct one minor detail. You said if we use the pseudo code method, and I believe you said and the call was to be sent to BellSouth's TOPS platform.

Q Yes.

A I don't think you would care about the signaling format between two of BellSouth's switches, whether it was MOS or Feature Group D. You know, the result to MCI would be same. I don't think we would be willing to pay for the conversation of MOS to Feature Group D, since it's BellSouth's operators that are going to be handling the call.

Q Thanks for the clarification. And so if we routed from the BellSouth end office to the BellSouth

tandem, and then to the BellSouth TOPS platform, are you saying that that would not represent a use of the pseudo code method?

A I am saying I don't think you would need it or want it, since it is BellSouth's operators that are handling the call and since BellSouth's operator platform can handle MOS signaling.

Q Whatever label we would put on that, that transmission path BellSouth's could do it?

A Oh, yes, absolutely. Yes. Now, the alternative would be that same situation, except the calls are to be directed to the WorldCom platform. In that case you would want that pseudo code method, because what it does is it does this conversion from MOS to Feature Group D.

Q And the advantage of that to WorldCom is that now that we can use Feature Group D, we can identify the caller, we can bill for providing the service, and so on, correct?

A Yes. But you can do all of those same things with MOS signaling, it's just in a different format. In other words, the bits and bytes are rearranged somewhat, but all the same information is there.

Q We couldn't do that with MOS signaling unless we changed our systems, correct?

A That's right, yes.

Q And then one more question. If, again, we wanted to use a transmission path that went from the BellSouth end office to the BellSouth tandem, and then up to the BellSouth's TOPS platform, and we could -- and we were willing to take unbranded service, then we could have shared transport from the end office to the tandem and then from the tandem to the TOPS platform?

A That's correct. And even if you didn't choose to share with other ALECs, what you could do is to send your traffic from each BellSouth end office to the tandem, aggregate all of that traffic -- I won't call that shared transport because it is still just MCI's traffic, but then all of that traffic from the various end offices could be on that solid line up in the top sort of left quadrant of this drawing between the BellSouth tandem and the BellSouth TOPS platform. In other words, if you wanted BellSouth to aggregate your operator services traffic in one of our tandems, we can do that. So you wouldn't have to have from the tandem forward -- well, this is going to get confusing. Let's say that there are ten end offices, you would have ten direct trunks group between the end office and the tandem, but you could have a single trunk group from the tandem forward to the BellSouth TOPS platform.

Q How many end offices, roughly, are there in

Florida, Mr. Milner?

A Oh, gosh. I knew that was going to be your next question. I don't know, several hundred.

Q And you are aware that what Worldcom would like to do is use the existing common transport trunk groups between BellSouth end offices and BellSouth tandems to take our OS/DA traffic from the end office to the tandem?

A Yes.

Q And common transport trunk groups are the trunks that carry, among other things, long distance traffic from BellSouth end offices to BellSouth tandems?

A That's right. But that is still BellSouth's traffic at that point. In other words, we call it common transport, actually the CTTG, or common transport trunk group, may have traffic that ultimately is bound for MCI or AT&T, or any other long distance carrier.

But that's still -- that's still on BellSouth's side of the point of presence so that is still BellSouth's responsibility. It is all BellSouth's traffic at that point. On the other side of the tandem would be individual trunk groups to the AT&T POP and the MCI POP and Sprint POP, and so on and so forth.

Q And the common transport trunk groups also carry local traffic, don't they?

A Yes, they can.

Q And your understanding is that it would be technically infeasible for us to route our OS/DA traffic over the common transport trunk groups to the BellSouth tandem and then to our OS/DA platform?

A Under the line class code solution, that's correct, yes.

Q Well, is there any solution under which we can route our OS/DA traffic over those common trunk groups from BellSouth end offices to the BellSouth tandem and then to our OS/DA platform?

A Well, let's be clear on what we mean by common trunk groups.

Q I was using it as a shorthand for common transport trunk groups.

A Okay. Which is a little bit different from that CTTG we just talked about. BellSouth's AIN method allows the use of shared common transport of any ALECs that are using the AIN version of customized routing to traverse a single trunk group from a BellSouth end office to the AIN hub switch. The hub switch is where the database lookup is done. It looks at your telephone number, the caller's telephone number, does a database query and says that should be routed to this -- to this trunk group, which ultimately would get either to WorldCom's platform, let's say, or to BellSouth's.

Q Mr. Milner, we are going to get to the AIN hubbing method in just a moment, but I want to stay with the line class code method. Granted, my question was is there any way -- other way that we can route traffic from the BellSouth end office to the BellSouth tandem and then to our OS/DA platform? I mean, the AIN hubbing solution doesn't do that, does it?

A No, but it does allow some sharing of those trunk groups. Another solution -- so I agreed with you that the line class code method does not do what you suggested. The AIN method gets closer to that, and then a third method, which we have not deployed yet, would allow that, BellSouth's calls to its platform and CLECs calls to BellSouth's platforms to traverse the same trunk groups. And that's the so-called OLNS method that we may discuss in a little bit.

Q Is the reason that BellSouth thinks it is technically infeasible for us to route OS/DA traffic over common transport trunk groups to the BellSouth tandem and then to our OS/DA platform is that you can't run traffic with MOS signaling over those common transport trunk groups?

A That is one reason. Another reason is that if we look back at your diagram with the three telephone sets that are shown at the bottom, let's label the one on the

far left BellSouth, meaning that is a BellSouth end user, the one in the middle a WorldCom end user, and the one on the right an AT&T end user. All three of them are using switching -- local switching provided by BellSouth. The BellSouth end office switch doesn't know that distinction. It doesn't know that one is a BellSouth customer and another is a WorldCom customer.

So that's why we need these so-called line class codes is to give the switch a little bit more information other than the telephone number and the class of service. Let's say that all three of these are all single party flat rate residential customers. The switch needs a little bit more information than just that, the telephone number and the class of service. It also needs a distinction as to whose end user customer that is, whether it is BellSouth's or MCI's, such that routing decisions can be made, you know, on that basis.

So it is inherent in the capability of the end office switch that to give this customized routing you have to assign those line class codes. And the line class code points to a certain trunk group. And then the certain trunk group has to have one type of signaling applied to it, whether it's MOS or Feature Group D or something else.

COMMISSIONER JABER: Mr. Milner, let me make

sure I understand. In the diagram that you are looking at, if the first telephone on the left is a BellSouth end user, the second is a WorldCom end user, you can't tell from the end office which customer the end users are? You can't tell what company services the end user?

THE WITNESS: No, the switch -- the switch itself, I mean, obviously, humans do, and we can keep that information in a database. But that central office, the switch in the central office cannot make that distinction just on the basis of your telephone number or my telephone number and the class of service that we have. In other words, you and I -- perhaps I am the BellSouth customer and you are the WorldCom customer, and we both have single party flat rate residential service. The switch doesn't have enough information at that point, just with that information, to say I need to know -- I want to route -- if we each dial zero, it doesn't know enough without the line class code to make a distinction as to whose -- as to what trunk group to put the traffic on.

COMMISSIONER JABER: Without the line class code. So just help me understand reciprocal compensation. What is the point in your system, then, that you start looking at who the end user is for purposes of reciprocal compensation. How do you know that?

THE WITNESS: Well, that is done differently

through the billing system based on the telephone number. And in the billing system we associate -- I mean, all of our telephone numbers are going to appear in our billing system. So that is information that our billing system possesses which the switch does not possess. In other words, the switch doesn't know anything other than the class of service and the telephone number. It does not know, ultimately, whose end user is being called. In other words, what service provider is servicing that customer.

COMMISSIONER JABER: But if you can look at the phone number for billing purposes and know who the end user is, then why can't you look at the phone number for purposes of this switch and know who the end user is?

THE WITNESS: Well, you could. And what you've just described is what we are going to talk about later, the so-called AIN method, because it does exactly that. Instead of having all of that information resident in the end office switch, it is all in a central database. So the call is sent to this AIN hub, the AIN hub looks up your telephone number and makes that distinction. So it is the same information.

The line class code method makes that determination, you know, recognizes that distinction at the end office level. The AIN method does it at this

database location. And then the third method that we are looking at deploying would send all calls to our platform and would look -- to our operator platform, and would look up the telephone number there. But there are advantages and disadvantage to doing that, which, I'm sure, we will get into a little bit later.

BY MR. O'ROARK:

Q Mr. Milner, taking your example of the BellSouth customer, the WorldCom customer and the AT&T customer, if the BellSouth customer has got standard BellSouth OS/DA routing and WorldCom and AT&T use the pseudo code method, your end office is going to be able to route that BellSouth 411 call to the TOPS platform and route the WorldCom and AT&T calls through the tandem, correct?

A Yes, that is possible.

Q There is enough intelligence in the switch to be able to do that?

A Well, there is that, yes. Now, first of all, it is my understanding that AT&T uses MOS signaling, so I am not sure that they would care to convert theirs to Feature Group D, but if they did, then we could use that same capability.

Q And you understand that what we would like to do is have you convert from MOS signaling to Feature Group D at the end office level so that the traffic could then be

transported over common transport trunk groups to the tandem and then to our OS/DA platform?

A Yes, I understand that's what you would like. That is not technically possible, because to do that would be to transform the end office into a tandem. And let me show you how that -- how the so-called pseudo code method really works. We send the call to this tandem, that box in the middle here, and it uses what we call a loop-around. It actually sends the call out of the tandem and then back into the tandem. And on that second pass-through is where it converts it from MOS to Feature Group D. In other words, it sends the call out and then back into itself, which is a tandem switching function. I know this is a little complicated, but that's how the signal protocol is actually converted from one to the other, is by sending it out and then seeing what you get and then doing the conversion at that point.

So that is a tandem function, that is not an end office function. End offices don't connect outgoing and incoming trunks together, tandems do. So what you are suggesting is to do that at the end office level, is to give each and every end office tandem switching capabilities, which we don't think we are required to do.

Q Let me ask you this, have you asked your switch vendors what would be required to convert the signaling

protocol at the end office and then route the traffic over common transport trunk groups?

A Yes, and they gave us the answer that I just gave you, that they do not have a software fix that would just apply a different switching -- signaling protocol selectively. So they said -- you know, they helped us come up with this so-called pseudo code method.

Q I had asked Mr. Pate about what is involved in ordering this selective routing, and I believe he deferred to you. Can this -- if we wanted to use the pseudo code method today, could we order it electronically?

A Yes. The line class code method -- well, let me -- a qualified yes. When you and I talked last, you asked me questions about when or if BellSouth would be able to electronically accept some orders, so I did some checking on that, which I didn't know the last time we talked. But with a qualified yes. For the line class code method, BellSouth on November 18 of this year will be able to accept electronic orders over the EDI interface for calls that are going to be unbranded to the BellSouth platform.

So that is the first big step towards mechanizing all of the combinations that we've -- you know, of how you could handle this traffic that we've talked about so far. But that's with release eight

of the electronic data interchange format. And if you are interested, it's Change Request 020900. But that is the first step in having electronic ordering for the line class code method of customized routing.

Q I appreciate you doing that research. Let's make sure we understand what can be electronically ordered. Are we talking about an OS/DA call that would be routed from the BellSouth end office along the dotted line to the upper left-hand corner to the BellSouth TOPS platform?

A Either that or through the tandem, it really wouldn't matter. But, yes, in the first case what we are talking about is an unbranded treatment of the call to the BellSouth platform, so there is really not a need -- if you wanted to pay us for it, we would provide it to you, but there is really not a need of converting it from this MOS to Feature Group D, since the calls are going to be handled by the BellSouth platform.

Q And are we able to request that OS/DA routing on the LSR for which we order the underlying service?

A Yes. Consistent with the constraints that I just named, that it is for the line class code method and it's for unbranded treatment at the BellSouth platform.

Q So we would submit one electronic order, not two? We don't have to submit one order for the OS/DA

selective routing and then another LSR for the actual, say, loop/port transport combination? The two requests --

A Oh, I see. Yes, on the same LSR you could order a number of different things, yes. And one of those things could be this customized routing. Now, it does not -- to be frank, it does not cover all the permutations that we've talked about. Because, obviously, you know, the combinations go up geometrically. You know, do you use shared transport here or not, am I going to send it to your platform or not, am I going to use this pseudo code method, am I going to convert from one protocol to another or not? So you would wind up with a lot of different ways to do it. I have defined one way that you could do it electronically, though.

Q And so we are clear, if we want to do the OS/DA service at our platform and want to request that selective routing, that is not something that we can do -- order electronically today and will not be able to order it even after November 18th, 2000?

A That's right.

Q Do you know when we will be able to do that?

A I didn't get a firm answer on that. They have identified the need, but they didn't have a firm date for when that part would be done.

Q BellSouth charges ALECs for adding selective

routing to each line class code at each central office, is that right?

A If you choose that method, yes.

Q And it wouldn't be unusual for a carrier to have four or five line class codes?

A That is one possibility. It's really up to the ALEC to decide how many different treatments it wants. And by that, let's say that MCI decides that there are two categories of customers that are both single-party residential customers, those that make lots of toll calls and those that don't make very many. So MCI may say for those customers that don't make very many toll calls, I'll use a line class code that sends it to a platform on an unbranded basis. However, for those really high volume customers, I will answer with a human and say, I am so very pleased that you called MCI today. What can I do for you?

So just depending on how many levels of distinction MCI chooses, then you will need more or less line class codes. Probably the lower end would be the four or five that you named, but, you know, possibly you would have dozens.

Q Do you know how much BellSouth charges per line class code?

A I don't recall, no.

Q On the order of two or 300 bucks per line class code, does that sound right?

A That sounds about right. I'm not really into that end of the business about pricing and all that, but that sounds about right.

Q Well, do you know does BellSouth -- would BellSouth propose to charge us a per line class code per end office, so that we would take that four or five or however many line class codes and multiply it by however many hundred end offices there are in Florida?

A Yes. And the reason for that is that these things called line class codes are actually translations or routing instructions in the switches. Humans actually sit at a terminal or fill out a paper record to write out those instructions, so the process is labor intensive. If you have got ten line class codes, then there is ten times more work than if there is one. So there is a direct correlation between the number of line class codes ordered and the amount of human work to actually fulfill that request.

COMMISSIONER JACOBS: Mr. O'Roark, are you at a point where we might want to break for lunch?

MR. O'ROARK: That would be fine, Mr. Chairman.

COMMISSIONER JACOBS: Okay. Why don't we do that and come back at 1:00 o'clock.

(Lunch recess.)

COMMISSIONER JACOBS: All right. We will go back on the record.

Mr. O'Roark.

BY MR. O'ROARK:

Q Mr. Milner, we have been looking at Exhibit 34. I would like you to turn now to the second page, captioned BellSouth AIN hubbing method. Are you there?

A Yes, sir.

Q And let's walk through this diagram quickly if we can. Again, you will see at the bottom of the page are handsets which are intended to represent WorldCom customers. And we've approached this one just a little bit differently to show those customers feeding into two end offices on the left-hand side and two end offices on the right-hand side. Do you see that?

A Yes, sir.

Q And I gather the concept with AIN hubbing is that traffic from sets of end offices -- OS/DA traffic from sets of end offices could feed to a single AIN hub, is that right?

A Yes. What you have depicted here probably would represent a little more clearly if we said that the -- all the end offices on the left side that are underneath that left box, AIN hub, maybe that is Florida, and the ones on

the right are Georgia. We anticipate that we would only have one hub within a state, for example.

Q And then from the AIN hub, we have got lines from each of the two AIN hubs to both the WorldCom OS/DA platform and the BellSouth TOPS platform. But I gather what you are telling me, if we just forget about the customers to the right and say that the ones to the left are the Florida customers, then we would be looking at the single AIN hub. And using the AIN hubbing method, we could have dedicated transport from that AIN hub up to the upper right-hand corner using dedicated transport, is that right?

A Yes. And what that would be meant to depict is that from the AIN hub you would have dedicated trunks carrying only MCI's traffic up to MCI or WorldCom, as it is labelled here, to WorldCom's platform. The part we talked about earlier is that those solid lines between the BellSouth end offices and the AIN hubs could be used to carry any ALEC's traffic that wanted to use that method of customized routing.

Q So that these, when we look at the transport from the BellSouth end office to the AIN hub, that is shared transport?

A Yes. It's shared between any ALECs that chose this method of customized routing, yes.

Q If WorldCom were the only ALEC to select this method, then we would -- although it would be shared transport, we would end up paying for all of it?

A Yes. Yes. If MCI was the only user of that transport, even though, you know, the possibility is that others could, if MCI was the only one that did use it, then it would bear that cost.

Q So far has anybody selected the AIN hubbing method?

A Not so far, no.

Q And then the other possibility going from the AIN hub to the BellSouth TOPS platform, I think we are back to the situation where if you wanted the call branded you would have to use dedicated transport, and if you were willing to accept unbranded you could use shared transport?

A That is exactly right.

Q Can OS/DA service for a customer using AIN hubbing be ordered electronically?

A Not today.

Q Do you know when it will be available?

A No, sir. I think you asked me that earlier. I don't know.

Q I may have forgotten. I thought I had asked you that on the line class code method before?

A You did. And that was the -- that was the November date that I mentioned for unbranded access. But I don't know of a specific date for electronic ordering of the AIN method.

Q Do you know whether there are any plans to do that?

A I understand that there are plans, I just don't have a firm date for you.

Q I suppose you might -- those plans may not become concrete until somebody actually orders it?

A No. Actually, we have done quite a bit on the AIN method. The positions as for accepting an electronic order, the so-called service management system, or SMS, which is actually the manner in which, let's say, MCI would make its routing decisions in the database, we did what we call end-to-end testing in June and showed that that was a viable way to do it. So that is most of -- that's most of the work right there. It is just a matter now of figuring out how to put the order in electronic format to get it to flow through our system. So most of the work has been done.

Q When you say put the order in electronic format, do you mean an LSR that would be an electronic format that would include, for lack of a better term, a field that would allow you to place that AIN hubbing request?

A Yes, that is what we envision is that you would on that same LSR. It really now has two or three. The LSR would care for two or three different functions, establishing service for the end user, and as well, part of the information would go through this SMS, the service management system, to update the database if you are routing selections for that particular customer. I gave you an example earlier where MCI might decide to treat one-party flat rate customers differently based on volume of business or something like that. It is through that SMS that you would make those routing preferences known to us.

Q It is true, isn't it, that BellSouth would propose a charge in the ALEC that wanted to use the AIN hubbing method something on the order of four or $500,000?

A I'm not sure of the exact -- the exact price. The AIN method is quite a bit different in terms of what has to be done at once compared to the line class code method. The line class code method has the advantage that it allows you to enter the market -- an end office at a time if that is your choice and for a limited number of customers. The AIN method is more robust, creates this big database of all your routing instructions on a line-by-line basis. So it is quite a bit different. I'm not surprised if that is the price.

But, again, it is reflective, I think, of the decision of how an ALEC might choose to come to market. If they want to step in slowly in a certain number of central offices, then perhaps the line class code method is what they would choose. If they really want to hit the market full-bore, huge geographic areas, then they might opt for the AIN method instead. So it's just a trade-off. You know, earlier we said it is a function of how many line class codes at a couple of hundred dollars apiece. So you would say if I am going to do that at a hundred central offices times ten line class codes and each times $200, then I would be better off doing the AIN solution. So it is just a matter of how you come to the market.

Q Let's look at the third page of Exhibit 34, captioned BellSouth OLNS method.

A Okay.

Q Which is a much simpler diagram. Again, just walking through that we have, again, got the customers depicted with the handsets at the bottom. There are lines feeding into the BellSouth end office from which they draw a dial tone, and then the single -- single transport line from the end office to the BellSouth TOPS platform. Is that an accurate schematic of how the OLNS traffic would be routed?

A Yes. I might change your diagram just a little

bit, and that is that at that cylinder that you've labelled BellSouth's TOPS platform, I would add some notation to that -- or a little box inside that labelled OLNS, because OLNS is not a standard part of what we call the TOPS architecture. What this is is a big database now instead of -- we looked at the AIN method, instead of having it at a hub location, you don't make any decision about whose customer, AT&T's, MCI's, BellSouth's, until you get that traffic all the way to the operator platform. So that is the advantage, is that you get to use -- you can share transport between the end office and the operator platform. The down side of that is that there is not -- there is not platform independence. In other words, once the call is there, it is going to be handled by operators there. So if MCI wants to use BellSouth's operators, then this is fine. But if MCI wants to use its own platform, this method does not accommodate that. I mean, it is just not technically possible.

Q Just to highlight that point, if you flip just briefly back to the first page of Exhibit 34, what we are talking about with OLNS is a call that would be routed from the handsets or the customers, rather, to the BellSouth end office. And then using that dotted line that goes from the BellSouth end office to the BellSouth TOPS platform, that is really the only transmission path.

that we are talking about with OLNS?

A That's right. That's right. And comparing those two, you will see that the first two pages allow a choice of either the BellSouth platform or WorldCom's platform, which you don't find on the third. So like a lot of things in life, and especially in engineering situations, you know, it is a trade-off between what one method can do and what another one can do. So if you want shared transport you might opt for the OLNS method. If you wanted, you know, the maximum flexibility in terms of routing, you might choose either the line class code or the AIN method instead.

Q And if you are using the OLNS method, that transport line that goes from the BellSouth end office to the BellSouth TOPS platform is the same one that BellSouth uses with its ROS signaling protocol, is that right?

A Yes. And here again, you know, it is MOS signaling. I don't think you would care since -- you know, about having Feature Group D signaling, since it's BellSouth's operators rather than MCI's. Well, let me say it a different way. It's BellSouth's platform that can operate with MOS that is going to receive those calls.

Q I didn't mean to suggest that we would, but I'm just trying to clarify what we're talking about here. So when you use the OLNS method and that call gets routed to

the TOPS platform, the source of the call is identified and the call is branded accordingly?

A Yes. Yes. This little OLNS box that I would add to your drawing looks up the telephone number, determines from the telephone number -- the calling party's telephone number -- determines what local service provider, BellSouth, MCI, AT&T services that customer and routes it to operator queues, as we call them, on the basis of that service provider designation.

Q And with the OLNS method, no dedicated trunking would be required for ALECs?

A Yes, that is right.

Q When will OLNS be available?

A We've not announced a firm delivery date. I'd say sometime towards the end this year, sometime the first quarter of next year.

Q When it is made available, will we be able to order it electronically?

A I would think probably not at the outset. You know, as we are still -- as I hope I've made clear, you multiply the options of, you know, what an ALEC can do with some of these offerings. So, these decisions have to be referenced all along. Do I want the line class code method? Do I want the AIN method or the OLNS method? Do I want this conversion of MOS to Feature Group D? Do I

want dedicated trunking or not? Do I want branding? So it is pretty complex. I hope I've gotten that point clear. So, no, at the outset I wouldn't expect that we would have electronic ordering, but that is on our plate, as well.

Q So if we wanted to use the OLNS method for a mass market launch in Florida, where we might be submitting thousands of orders a day, what we would be required to do is send electronic orders for the service using EDI or TAG, and then send thousands of manual orders for the OLNS service for each customer?

A Not necessarily. Here, again, dependent on your choice the answer to that is either yes or no. If MCI said I want the OLNS method, and anytime I send you -- BellSouth, anytime I send you a service order for one of my customers, I always want the calls sent via OLNS, then there is not a whole lot for us to do. In other words, we already have a trunk group from our end office switch to our own platform. So there is not a whole lot of information that needs to be -- you know, that the LSR would even need to contain for OLNS.

In terms of routing it is the simplest. So I think we could arrive at a situation where once you told us -- if you said to us anytime I send you an order, I want you to provide me the OLNS option once that becomes

available. That is relatively simple. So, no, I don't envision, even in the short-term, you having to replicate each of your orders, thousands of them, just to say, oh, by the way, I want OLNS, as well. Because, basically, we are going to route it the same way we route our own traffic.

Q So we might be able to do some kind of blanket order that would cover the OLNS situation?

A Yes. What AT&T has called a footprint order, maybe we could accommodate something like that.

Q Let me make sure I'm clear. Would it or would it not be possible to do that kind of a footprint order using either the line class code method or the AIN hubbing method?

A Yes. Likewise, that is something we are in discussions with AT&T about. Where they say, yes, BellSouth, you have got -- I mean, there are 200 permutations of all of these things, but I really only want one. Anytime I send you an order it means do this, then that is what AT&T has called the footprint order, and we can accommodate that.

Q Is it available today?

A Yes. Now, let me be complete with that answer. It is -- the answer is yes, because AT&T has said my footprint means send it to your platform, BellSouth, on an

unbranded basis. So it gets back to that first offer, you know, or that first availability. So that is AT&T's footprint right now. Can we accommodate other footprints? The answer is yes, we just, you know, have to work through that.

Q So, for example, if we wanted for our footprint to be use OLNS and brand it WorldCom, do you think that is something that BellSouth could do, but there would be some effort, some work that would have to be done to accommodate that?

A That's right. Obviously it can be done. We have done it for AT&T. What we would have to do is sort of codify your decisions about how you want your traffic handled in each and every case. So that is what the footprint is. It just says, yeah, there are all of these combinations, but I don't want -- you know, I always want my calls, the calls from my customers to be handled in this fashion, and we can do that. But there would be some work remaining because AT&T's choices are not necessarily MCI's choices.

Q Let me go back to something you said earlier that -- I believe what you said when we were talking about the line class code method was that that could be ordered electronically as of November 18th, I believe, for orders that were going to go to the BellSouth TOPS platform. Do

you recall that?

A Yes. And to more -- a fuller answer is, yes, not only to the BellSouth TOPS platform, but arriving there on an unbranded basis. In other words, there is not custom branding at the platform.

Q And when you talk about electronic ordering in that instance, are we talking about the individual order-by-order basis or were you referring to something more like a footprint order?

A Well, I hate to introduce new vocabulary here, but, yes, it would be like the footprint order. In other words, where all the decisions are uniform. The decision is uniform, that is what a footprint order is all about. It says it doesn't vary whether it's in this wire center or another wire center. AT&T's footprint right now is to send those calls to BellSouth's platform. BellSouth's operators answer those but don't brand it. That is their footprint right now. We could accommodate, you know, doing that for MCI in a differ manner where we send it to your -- to our platform, rather, and did brand it for you.

Q How about if we sent it to our platform?

A Well, we can do that, as well. Now, we don't have electronic ordering capability just yet on that, but you would do -- you would brand it in whatever way you wanted it, since we are sending it to your platform.

Q But it was the electronic ordering that I was trying to focus on?

A Oh. Then the answer is no, not yet.

Q Does that fall under the category of the same kind of footprint order that you would be able to accommodate, or are we talking about something different?

A No, that would be what we would have to work through, would be to create in your -- based on your decisions what your footprint order would look like.

Q How much will BellSouth charge for us to use the OLNS method?

A I don't know.

Q Might it be free?

A I certainly doubt it. Few things in life are.

Q It doesn't hurt to ask.

Is it covered by one of the prices that is proposed in the UNE cost docket before this Commission?

A I am almost positive not. I don't think it is there. It is not a product we have in our product offerings yet.

Q Once BellSouth has developed the OLNS method and is ready to use it, is that something that will be available to -- or that BellSouth would be willing to make available to WorldCom in this interconnection agreement that we are working through today?

A Yes.

Q I told you we were going to go through --

A Let me qualify and say we may have to amend this agreement with specific language addressing that form of access, but -- as with all other things. But, yes, I don't see any need to renegotiate the entire contract just to get that option.

Q I told you we were going to go through a lot of introductory material and then we could get through the issues pretty quickly. We are now at the issues, so let's see if I can make good on that.

COMMISSIONER JABER: Mr. O'Roark, before you leave the diagram, why haven't ALECs used the AIN hubbing method? I think your testimony was that no one is using that.

THE WITNESS: I think because it's a -- it's a more robust situation. It requires more of a financial commitment up front. So to date, ALECs have not said we want that solution. We have provided the line class code method to at least one ALEC, maybe more. But I think it just reflects how they have chosen to enter the market. They have stepped more slowly through the line class code method rather than committing a lot of money to the AIN method, which has a much broader sort of application field to it.

BY MR. O'ROARK:

Q Let's talk specifically about Issue 5 for just a minute. Under the FCC's remand order, BellSouth must provide OS/DA as a UNE if BellSouth does not provide selective routing, is that correct?

A I think it said selective routing or a comparable signaling protocol, I think, were the words they used. But, yes.

Q And essentially our dispute in Issue 5 is whether BellSouth's selective routing methods are adequate and effective?

A At the basis level, yes.

Q I guess I should clarify that when we are talking about the OLNS method, that is not a selective routing method, is it?

A Well, it has the same effect that -- I guess technically -- well, no. I mean, it has the same effect. It just moves the decision of how to treat the call from the end office all the way to the operator platform.

Q Put another way, it doesn't involve selective routing that would allow us to select our own OS/DA platform?

A It would not do that, no. But it would let you choose how you wanted that call branded.

Q Issue 15 deals with whether BellSouth must pass

so-called ANI-II digits unchanged when it transports OS/DA traffic to WorldCom, is that right?

A That's right.

Q Can you tell us briefly what ANI-II digits are?

A Yes. I gave a couple of examples in my summary. ANI-II digits trail your ten digit telephone number and just gives the billing system and the switches along the way a little bit more information. Usually they're used to denote that there is some sort of calling restriction: I won't accept collect calls; I am a coin station, you need to collect money from me, or something like that. So, they are just one or two-digit codes that follow the telephone number that denote, you know, a little bit more about how to handle the toll call.

Q And as I understand your position or your information, the pseudo code method that you have described passes the ANI-II digits unchanged, but the AIN hubbing method does not?

A I'm sorry, say that again.

Q I will take it in two steps.

A Okay.

Q Does the pseudo code method pass the ANI-II digits unchanged?

A Yes, it does. In other words, what it does is converts from MOS to Feature Group D. Feature Group D,

one element of that is the so-called ANI-II digit. So when we convert it to ANI -- rather, to Feature Group D format, we put that information in the digit stream. So, yes, the so-called pseudo code method that's used in conjunction with the line class code method does accommodate that, passing along those ANI-II digits unchanged.

Q And just to clarify, the AIN hubbing method does not, but I gather it doesn't need to?

A Well, it doesn't really need to.

Q Issue 19, I'm sure you will recall involves a number of proposed contract provisions concerning OS/DA routing?

A That is right.

Q And we have walked through those sections before, and I believe you agreed that with a couple of minor exceptions, BellSouth's pseudo code method is capable of performing the functions that we are requesting?

A Yes. And I think that our only concern was that we be paid for any tandem functions that we provide on behalf of MCI WorldCom.

Q One of those functions, for example, would allow us to have direct routing to, say, our OS/DA platform with overflow to the tandem?

A That's right, yes. Once you send the traffic to the tandem, then there are other alternatives. You can aggregate traffic. You can select alternate routes if the first route is congested. And we are just saying we are willing to do all of that to the extent that it is technically feasible. We just expect to be paid for it when we do.

Q And the primary sticking point that we have now on Issue 19 is whether BellSouth must provide these functions using the shared transport that WorldCom has requested?

A Yes. And BellSouth has offered to use -- you know, to provide the shared transport in every case where it is technically feasible. So every place we can do it, we have offered to do it.

Q And then on Issue 101, we have, again, a number of contract sections with the focus being more the routing to BellSouth's platform rather than ours. And it is really just a subset of the provisions that are in Issue 19, isn't it?

A Yes. If I recall correctly, I think this was about the routing of operator-to-operator traffic. Did I get the numbering right?

Q This is Issue 101.

A Maybe I should look back.

Q I think you are thinking of Issue 102.

A Okay.

Q Issue 101 concerns whether BellSouth is required to provide shared transport in connection with the provision of custom branding?

A You're right.

Q And whether WorldCom is required to purchase dedicated transport in connection with the provision of custom branding?

A Right.

Q And we can agree that the contractual provisions at issue here are a subset of those in Issue 19?

A Yes.

Q And so, again, the primary sticking point is whether BellSouth must provide these functions using shared transport?

A That is the sum of the disagreement between us. And, again, every place we can do it, we are willing to do it.

Q And there may be some disagreement as to where you are able to do it?

A Well, no. I don't -- I understand your desire for the use of shared transport in certain cases, and perhaps this OLNS that we -- that is being considered will, you know, resolve some of that. But the most

fundamental question is does BellSouth provide customized routing or not? I believe we do. I think we offer a number of different methods and submethods within those methods. You know, do you favor one method over the other? Fine, that's okay with us. I am just trying to explain that there are just inherent technical capabilities in some of those that are not inherently capable in others.

Q Well, and BellSouth's position is that it has done its job so long as it provides selective routing, regardless of whether or not that selective routing as a practical matter would support, say, a mass market launch here in Florida by WorldCom?

A No, that is certainly not our position. And so far we have not -- we have not received a proposal that says why don't you handle that traffic differently that would accommodate what we want, that we have just said from a policy statement, no, we are not willing to do that. Instead, we have been, I believe, very accommodating at looking at things like the pseudo code method, about introducing the AIN method, and now even the OLNS method to offer ALECs as wide a choice as we possibly can. If the thing -- if what you are looking for just does not exist in the state of the technology, there is not a lot that BellSouth can do about it. We don't

manufacture switches. We buy those from people who do. So we are bound by what those switches are able to do.

Q Let's move on and talk about some other issues. Let's move to Issue 8, which concerns whether BellSouth's proposed technical specifications should be referenced in the agreement, is that right?

A Yes, sir.

Q And you would agree with me that technical specifications should provide technical parameters regarding the facility in question, so that people using it can design their products and networks knowing the facilities capabilities?

A Yes.

Q Technical specifications for loops that BellSouth wants to use are included in Exhibit WKM to your prefiled direct testimony, which I believe has been marked as a composite exhibit as Exhibit 33. Will you accept that subject to check?

A Sure.

Q Would you agree that there already exists in the industry technical specifications for loops?

A I agree somewhat with that statement. What I don't agree with is that there is an industry specification for those unbundled loops that BellSouth provides. For example, we have our own vocabulary about

some of those. For example, I think we talked about so-called SL-1 and SL-2 loops somewhere along the way. SL-1 and SL-2 are not industry terms. Those are terms that some incumbent LECs have used to describe various things. The exhibit that we are considering here simply sets out what you get when you buy an SL-1 from BellSouth, which may be something entirely different from what you get when you buy an SL-1 from SBC.

Q You are aware, aren't you, Mr. Milner, that we have agreed upon language in our interconnection agreement that describes SL-1 and SL-2 loops?

A Yes, I agree. And that is a proper place for it. My point was that all incumbent LECs don't use that same definition. And so that is what compelled BellSouth to create this document, such that when you buy one of those things from us, it's pretty clear to both of us what we've provided and what you've received.

Q Assuming an ALEC uses the main distribution frame as its demarcation point for unbundled loops, there isn't any physical difference between a loop in BellSouth's network and a loop that BellSouth unbundles for an ALEC, is there?

A No. I mean, you have qualified the answer to exclude those things that are artifacts of it being an unbundled loop; that is, extending it over to the

collocation arrangement, rather than being directly connected at the main distributing frame to the BellSouth switch, let's say. So it has the same underlying technical capabilities whether that loop is used for BellSouth or whether it's used for MCI.

Q Let me ask you to turn to Section 3.5 of what is marked as WKM-1 to your testimony, and that is Exhibit 33 in this hearing. And the first sentence, or at least part of Section 3.5 states that the interface at the MDF is not accessible by the CLEC, is that right?

A Yes. Let me provide a little more than what is there. What we mean by that is that the interface to the loop, which is usually just a connecter block, has facilities that are attached to it that go from that distributing frame over to the collocation arrangement. And what we are saying here is that cross connections on that cross connection block will be placed by BellSouth when we provide an unbundled loop, rather than by MCI.

Q But, Mr. Milner, in Section 3.5, after it says that the interface of the MDF is not accessible by the CLEC, what the language there says is that instead it is connected to other BST unbundled elements or is connected via tied cabling to collocated CLEC equipment. The cabling is not part of the unbundled loop. I mean, your language doesn't talk in terms of who does the connecting.

It talks about the elements that have to be involved, doesn't it?

A I think it does both. I mean, it says that the interface is not accessible by the CLEC; that is, the CLEC itself will not work on that connecter block. And then it goes on to say that that connecter block -- although it doesn't name it that; it says the interface, but that is what it is referring to -- is either connected to the collocation arrangement, which I pointed out a moment ago, this tie cable, called connecting facilities, or in the case of combinations of unbundled network elements to those other UNEs.

Q The FCC 706 order requires BellSouth to provide access to the MDF, doesn't it?

A Yes, but in a fairly constricted manner. It does not allow the ALEC to make and place cross connections for itself on that distributing frame. The FCC, I recall, said that the demarcation point could be at the main distributing frame, and that is exactly what this talks to. So the ALEC's network ends at that block. BellSouth connects things like unbundled loops or any other kind of unbundled network element to that cable through that connecting block.

Q Let me ask you about Section 3.8. Are you there?

A Yes.

Q Section 3.8 purports to give BellSouth the right to disconnect the service or equipment connected to an unbundled loop that fails to meet the requirements of the specification or that causes harm to other services or systems. And that goes beyond just telling us about the capabilities of BellSouth's loops, doesn't it?

A Well, it goes beyond just naming the technical characteristics of how much noise or how much loss or attenuation you might see on a given loop, but it does talk about the manner in which these things -- these unbundled loops will be provided. This particular section talks about what BellSouth's rights are if one of those unbundled loops either doesn't do what we say it should or is causing interference with some other service.

Q Well, if you look at Sections 3.9 and 3.10, they specify the foreign voltage that will be permitted on a WorldCom loop and the noise that will be permitted on a WorldCom loop, don't they?

A Yes. And here again, these are meant to describe what allowances there are for foreign voltage and noise on the loops that we are going to provide, such that you if you exceed those, you are probably interfering with someone else's loops, either BellSouth's customers or another ALEC who is using unbundled loops in that same

central office. So there is not a -- there is not an intent here to restrict, you know, how you might use these loops. We are just saying, you know, do so without interfering with the use of other loops by other service providers.

Q Mr. Milner, if BellSouth determines that there is too much noise on a WorldCom loop, in this document BellSouth is giving itself the right to disconnect our loop, isn't it?

A It gives itself that right. Now, when you say BellSouth determines what is an appropriate level of noise, I mean, we have laid out what that noise level is there in the last sentence of section -- of Paragraph 3.10. Likewise, we have told -- we've talked about how much foreign voltage is acceptable in Paragraph 3.9. Again, these are pretty much well-recognized limits on how much foreign voltage or noise is tolerable, such that you don't interfere with other users of loops.

Q Does this document give us the right to disconnect one of your loops if it is too noisy?

A This document does not. However, if you said, Bellsouth, we have got a problem with one of the unbundled loops that you have provided to us and the source of that problem was foreign voltage or excessive noise, then we would correct that, including moving our customer to

another loop or disconnecting that loop.

Q And what BellSouth is trying to do in this document is not just tell us what the capabilities of your loops are, you are trying to impose terms and conditions and requirements, telling us what we can and can't do with our loops, aren't you?

A No, certainly not. What I am trying to do is to tell you that BellSouth will impose these, the two we are looking at, foreign voltage and noise requirements, on all users of loops. I think you would be appreciative of this, knowing that if your loop or the loop that you have acquired from us is being interfered with by another ALEC's choices that you could bring that to our attention, and we would correct the situation. So it cuts both ways. But the standards are really meant to make sure that everybody's loops function properly with the equipment that they have attached to them.

Q And BellSouth has appointed itself a noise police to make sure that happens?

A No, I don't think so. Noise, you know, acceptable noise levels are -- I mean, there are just volumes of technical journals about, you know, how much noise is perceptible to end users and how you go about measuring that. So, no, we are not the noise police and we are not the foreign voltage police. We are just saying

if you are going to take our unbundled loops, use them for any lawful purpose, but use them in a way such that your service does not interfere with somebody else's.

Q And BellSouth, rather than say this Commission or the FCC, is going to be the judge of that, right?

A Well, first of all, I doubt seriously that this Commission wants to hear about every noisy loop in BellSouth's territory on a case-by-case basis. I'm sure they have far more important things to take care of. And that is a matter that the parties can resolve. All we are saying is use the loops however you want to, just don't interfere with someone else's use of their loops.

Q Let's talk about Issue 11, and I will tell you that we've had some fairly lengthy discussions about this issue before. Maybe I can cut it a little bit shorter here. At least I'm going to try.

You will recall that Issue 11 concerns the feeder distribution interface, sometimes known as the FDI?

A That's right.

Q The FDI is the point where the distribution wires converge and carry traffic to the loop feeder facilities?

A Yes, and the use of some colloquialisms, I guess. The loop distribution is what some have referred to as the last mile. In other words, it is that part that

goes from that midpoint to your house or your suite. And the first mile is -- you know, that is the first mile leaving the central office is the loop feeder.

Q And ALECs would need access to the FDI for subloop unbundling?

A Yes. If the ALEC wanted either unbundled loop feeder or unbundled loop distribution, those two things come together at the FDI.

Q And that would be important, say, for the provision of xDSL service?

A Yes. One example might be that the ALEC has its own fiber facilities that it's using as loop feeder to take the signals back to its own switch, but wants to use the loop distribution the last part -- in the last mile with which to provide, let's say, ADSL (sic) service.

Q And our dispute on Issue 11 is that WorldCom wants to get access to the FDI directly, and BellSouth wants us to set up an intermediate access terminal through which we would gain access to the FDI?

A Yes.

Q I believe you were in the room -- I've forgotten now whether it was yesterday or the day before. I think the day before when Mr. Messina testified and discussed a proposal in which WorldCom would obtain access to the FDI via a tie cable that ran between the FDI and WorldCom's

terminal. Do you recall that?

A Yes. I was here during that -- during that discussion.

Q I guess I will try for the home run here. Is that proposal acceptable to BellSouth?

A I think so. And it is based on -- first of all, let me say that what Mr. Messina -- and I'm not saying he said this, but my understanding of what he said is that he made a proposal differently than I found in his testimony. And I think this is the chart that he used. The issue is not one of whether BellSouth will give access. We will. The question is what form will that access be. And in response to Mr. Melson's question on redirect to Mr. Messina, we really got to the heart of the issue. And that is who is going to install that cable, that tie cable, once it's inside the BellSouth FDI.

And the question on redirect was, do you mean that that would -- and this isn't a quote, but do you mean that that cable would be installed in the FDI by BellSouth's employees or by an agent -- a vendor working for BellSouth? And I believe Mr. Messina said yes. If that is, in fact, MCI's position, then we don't have much of a dispute left. You know, perhaps we are going to have to talk about how the cost of the termination device, that is that little connecter block is recovered. But our --

the biggest part of our issue was that inside that box, you know, BellSouth's technicians or our vendors do the work. If MCI has moved to a different position, then I think we are very close to settling this.

COMMISSIONER JACOBS: That is what, a triple?

MR. O'ROARK: I think that's about right.

BY MR. O'ROARK:

Q That would pretty well address BellSouth's security concerns and the administrative concerns that you had raised in your testimony?

A Yes. I mean, it really gets to both of them. Our concerns is that we know who has been working in that device, and that we have some way of maintaining a reasonable inventory, an accurate inventory of who is using what. If it is our employees that are installing, you know, that cable into our FDI, then we know all of that. And to the extent that you want us to prewire that tie cable over to certain loop feeder pairs or loop distribution pairs, we can to do it at the same time or we can come back and do it later.

Q Let's move on to Issue 29. And I believe we have determined that this issue concerns only Uniserve and not Zipconnect, is that right?

A Yes.

Q Uniserve enables a customer to receive calls

from anywhere in the LATA with a single telephone number?

A That's right. Yes, basically, these two things are similar, except that in one case the service is actually provided at BellSouth's TOPS platform, its operator services platform. And in the other, called Zipconnect, it is done through this advanced intelligent network or AIN, again.

Q And, actually, that sort of gets to why Uniserve is at issue and Zipconnect is not?

A Right.

Q You talk about Uniserve. That is something, just to give the Commission a flavor of what is going on here, that is a service that might be attractive to, say, the pizza delivery service?

A Yes. Yes. In other words, it gives them a single telephone number in a geographic area. So you don't need to know the Pizza Hut store closest to you. In fact, this -- you dial one telephone number that they would have on billboards all over the city. It would go to one place. It would look up your telephone number and find out the, you know, the Pizza Hut closest to you.

Q And the way BellSouth does that is when a BellSouth customer signs up for that service, BellSouth routes the calls from each end office to its TOPS platform and then to the customer's designated location?

A That's right. No. Well, let's say when we talk about the customer, the customer in this case is Pizza Hut, not me as the caller.

Q Correct. Just so we are clear on the call flow, it would be the guy that wants to order the pizza calls that number. He is in the LATA. That number is -- that call goes to the end office from which he draws dial tone, then to that TOPS platform. And as we know now, there is a line -- a transport line from every end office to a TOPS platform. Then it goes from the TOPS platform to the pizza delivery service.

A That's right.

Q And, generally, I believe you said that BellSouth customers in a LATA are served by a single TOPS platform?

A Yes.

Q In that approach, your way of developing or providing Uniserve works for BellSouth because it already has in place a direct trunking from each end office to the TOPS platform?

A Well, you say it works. Well, I mean, that is how it works. Over time we've developed this other solution called Zipconnect, which allows some more flexibility than does Uniserve. Uniserve has been around, I guess, ten or -- I guess around ten or 12 years. It's

has been around for quite awhile. At the time it was developed that was the way that we saw that we could provide this capability was sending it to our operator platform.

Q Now let's talk about a WorldCom customer that is served by a WorldCom switch. I think we can agree that this problem doesn't arise when you have got a WorldCom customer that is served by a BellSouth switch.

A If you mean a WorldCom customer taking -- for which MCI is using local switching acquired from BellSouth on an unbundled basis, I agree with you, yes.

Q And that is what I meant to say.

A Okay.

Q Not quite as artfully as you just did.

All right. So let's talk about the WorldCom customer served by a WorldCom switch. And that customer dials the Uniserve number. It is going to go from, obviously, the customer to the WorldCom switch, and then to the point of interconnection. And at that point, BellSouth's, at least if we haven't made special arrangements, BellSouth is not going to be able to complete that call?

A You threw me by your introduction of point of interconnection. I'm not -- I thought we were talking about the case where MCI is using unbundled local

switching.

Q No, I'm sorry. I didn't mean to confuse you. The way I was setting this up was to say that it is not a problem if we're using --

A I missed that, I'm sorry.

Q -- BellSouth's unbundled switching.

A Okay.

Q Now we are moving to where it is a problem, when the WorldCom customer is using the WorldCom switch.

A Okay.

Q We are together now?

A Yes, we are now. I apologize.

Q I apologize for any confusion. The call goes from the WorldCom switch, then it has got to go to BellSouth's network, and it would go up to wherever we have established the point of interconnection?

A Yes.

Q And for that Uniserve call, BellSouth can't complete the call, is that right?

A Not if -- no, not if you send the Uniserve -- if you send the call that is really got to be handled by the TOPS platform, if you send it to some other place in the network, then there is not a way to get it to the TOPS platform. And by like token, if you decided you wanted to use directory assistance, but you sent -- you know, you

sent those calls to an end office switch, then, you know, in that case those calls couldn't be handled, either. So there are different points of interconnection based on the kind of service we are talking about.

Q Well, and your testimony is that the only way that WorldCom can arrange to have its customers make and have those kind of calls completed is for WorldCom to have a line from every one of its switches to the BellSouth TOPS platform?

A That is one way to do it. You said the only way. No, that is not the only way. But, ultimately, the call has got to go to the TOPS platform. That is one way is for MCI to have trunk groups from its end offices to BellSouth's TOPS platform. We haven't explored this, but you might want to send those through a BellSouth tandem and aggregate the traffic and then send it to the TOPS platform. So there may be a number of different solutions to this.

Q Well, or we could sent it to the point of interconnection and have BellSouth arrange to terminate the traffic that we sent to its network, right?

A Well, that's another way. But now you are sending -- you are sending traffic that we believe you are obligated to get to the place where it is actually going to be handled, you are sending it to a different place,

and I presume you want for BellSouth to get it where it does belong, which is the TOP platform -- TOPS platform at BellSouth's expense. I don't agree with that. You know, we are willing to let you send it to a tandem or send it any technically feasible way we can come up with. We just don't think we have got a burden to transport your traffic that you have sent to the wrong place and to do so for free.

Q The traffic we are talking about is not OS/DA traffic. It is voice traffic destined for a voice customer of BellSouth, right?

A Well, that is right. But we are sending it to an operator services platform for treatment. I mean, as I pointed out, this stuff has been around -- or this capability has been around for a good long while. I don't think we have got an obligation to go back and redesign each and every service that we offer in order to minimize the points of interconnection on behalf of WorldCom. I mean, the service is what the service is. It just happens to work at a TOPS platform.

Q And can we agree, at least, that as to -- on the question of whether BellSouth has a duty to take that call from the interconnection point and terminate it, that is ultimately a legal question?

A Well, I mean, part of it is a legal question. I

mean, there is a technical question, as well. I mean, the technical question is can you even do what might be proposed. In other words, can I send that across the voice traffic point of the interconnection and send that to an end office? And, for example, if MCI decided to interconnect at each and every one of BellSouth's end offices rather than using tandems, is it even possible that once MCI sent that call to a given end office that it could get from there to the TOPS platform. So, I mean, I am sure there is a legal aspect to this, but there is a pretty strong technical question that would have to be answered, as well.

Q You are not here testifying that it is technically infeasible for BellSouth to take this traffic from the point of interconnection and terminate it on its network, are you?

A No, I'm not claiming that. I have not explored that fully to tell you the truth. So I don't know, you know, what limitations might arise if we decided to send this through an access tandem or a local tandem. I'm just saying our position is simply this, if you send the traffic to places where it really doesn't belong, whose obligation is it to get it where it does belong and who has to pay for doing so?

Q Just so I'm clear, if I understand what you are

saying, a WorldCom customer can dial any seven-digit number and complete the call, unless it is a number like, say, the Pizza Hut or whoever has got Uniserve, in which case, at least, unless we have got this direct line to your TOPS platform, as we sit here today, BellSouth won't complete the call?

A That's right. You know, another analog that we could use would be to discuss what has been referred to as transit traffic. Transit traffic is traffic from MCI, let's say, to AT&T. The local traffic, BellSouth offers to switch that traffic for a fee through our tandems. So that means that WorldCom doesn't have to interconnect with each and every ALEC in the local calling area. We are willing to do that. We get paid for it. We're happy to do so. So the analog is exactly the same.

If WorldCom chooses not to avail itself of the transit traffic feature that we offer, then its duty is to get its traffic to those other places on its own. What we're saying here is exactly the same. If you want to send your traffic to our TOPS platform, that is great. Don't expect us to transport it across the city or across the state to get it where it belongs. That's your duty, not ours.

Q Let's move on to Issue 37, which has to do with fragmentation of traffic, or more specifically, whether

separate interconnection trunk groups have to be used for different types of traffic, is that right?

A Yes.

Q And one concern you express is that certain types of traffic, such as 911 traffic, are required to be sent over separate trunk groups, is that right?

A There are other types, but that is a good example.

Q And I believe you acknowledge in your deposition that your concern in that regard could probably be worked out between the parties?

A Yes.

Q And there is not much -- there is no dispute between us that there are certain types of traffic like 911 traffic that do, indeed, have to go over separate trunk groups?

A That's right, yes. The dispute is, you know, who ultimately gets to decide whether two-way trunks are used or not. I mean, we are not disputing that the use of two-way trunks is technically feasible.

Q Well, and the one-way versus two-way trunk issue is Issue 34, isn't it? Will you accept that subject to check?

A Well, it really bleeds over into both of them, but, yes, there is a separate issue that talks about the

use of one-way or two-way trunks.

Q And isn't the real issue in Issue 37 whether transit traffic will use the same trunk groups as local and intraLATA traffic?

A That is one of the issues, yes.

Q BellSouth has what it calls the super group trunks that can accommodate local transit and interLATA traffic?

A That is correct.

Q And they are available today?

A That's right.

Q If you have those super group trunks available today, why does BellSouth oppose putting those three types of traffic on the same trunks?

A Well, this is going to get a little bit complicated. If I lose anyone, stop me. But the problem has to do with the capabilities of using Feature Group D signaling over those trunk groups. The mixing of transit traffic and other kinds of local traffic really would require that two different signaling formats be accommodated on the same trunk group. That is part of the problem. The other part is that the tandem switches through which the transit traffic is delivered cannot take Feature Group D traffic on an incoming basis and put it on a trunk group that has Feature Group D signaling on the

outbound portion of it. So for billing reasons, we segregate that traffic.

Q Does that mean, Mr. Milner, that you have got super group trunks, you will provide them to us, but we can't really use them as they are intended?

A No, that is not what I am saying at all. I am just saying that in the simple case of trying to mix local traffic and transit traffic over the same trunk group, there is a problem of conflicting signal protocols on the trunk group that you don't find with the super group. And the fact -- and the problem is taking Feature Group D into the tandem and taking Feature Group D out of the tandem, that is the problem.

Q Are you saying that the super group trunks solve the problem that you just described?

A They do. Feature Group D is needed on the transit part for the ALEC that is going to terminate the call to be able to render a bill for reciprocal compensation. But the technical capability is that you can't mix local traffic that is not transit traffic on that same trunk group, because the switch itself can't handle Feature Group D on both ends of the connection.

Q Well, if we use your super group trunks, can we then put the different kinds of traffic on the same interconnection trunks?

A You may.

COMMISSIONER JABER: Are super group trunks available?

THE WITNESS: Yes. So it is really just the situation where only local traffic and transit traffic, where you are trying to mix that on the same trunk group, that is the problem. Now, I can get into the gory details of how that came to be that you couldn't put Feature Group D on the incoming and the outgoing side of the tandem. It really goes all the way back to divestiture, but, basically, that is the restriction.

BY MR. O'ROARK:

Q And your remaining concern relates to the issue of whether WorldCom can order two-way trunks and require BellSouth to use them?

A I'm sorry?

Q The remaining concern you have as it relates to Issue 37 is whether WorldCom can order two-way trunks and require BellSouth to use those two-way trunks?

A Yes, that's right.

Q And we can agree, can't we, that if the Commission resolves Issue 34 in WorldCom's favor that that problem goes away here in Issue 37?

A I haven't really thought of it in those terms. I don't think so. They are very closely related, but not

exactly. What I heard, I believe, Mr. Olson describing of his experience in Miami was where MCI's trunk engineers and BellSouth's trunk engineers were working very cooperatively to decide on efficient trunking patterns and making mutual decisions about when to use two-way trunks and when not to. That process, at least in Miami, seems to be working pretty well.

That's what BellSouth has proposed all along, let's let those subject matter experts who are closest to the situation make those decisions on a case-by-case basis in ways that will be most mutually beneficial. So, I was encouraged to hear him say that. He did reserve the right that where they couldn't agree that MCI would make the call. But it sounds like the process is working pretty well.

COMMISSIONER JACOBS: I believe Ms. Cox in her testimony said that BellSouth would use the two-way feature if there was -- I get it confused -- if there was enough traffic, or was it too little traffic for a one-way? I can't recall which it was.

THE WITNESS: I think she was -- I think she was talking, Commissioner, more generally in terms of trunk engineering practices of when you would generally use one-way or when two-way would be more preferable. Typically, you would use two-way trunking where you get a

reduction in the number of trunks over the sum of the two one-way trunk groups. I mean, that's been a longstanding practice that two-way trunking in some cases has the benefit of reducing the overall number of trunks you need. For example, if from Point A to Point B all the traffic was directional, all the traffic went from Point A to Point B in the morning and you needed 100 trunks. And in the afternoon all the traffic went from Point B to Point A and also needed 100 trunks, then the most trunks you would ever need on a two-way basis would be 100. But you would need 200 if they were both one-way groups.

COMMISSIONER JACOBS: I see.

THE WITNESS: So that is sort of the engineering trade-off that you get to is, you know, determining whether or not it would be one-way or two-way by looking at the direction of the traffic, how much traffic in each direction and how much coincidence, you know, during the day there is. These are all things that, you know, obviously, you need a lot of detailed information. The folks in Miami, both WorldCom's and BellSouth's, apparently are looking at that level of detail. I don't have that knowledge from where I sit in Atlanta to be able to make decisions about the right kind of trunk group between MCI's switch in Miami and BellSouth's network, but they do.

COMMISSIONER JACOBS: Thank you.

BY MR. O'ROARK:

Q Mr. Milner, I had asked you whether if the Commission resolved Issue 34 in our favor wouldn't that pretty well take care of the issue for 37, also. And I believe you responded that there was -- there might be some difference, but I didn't understand from what you said what the difference might be. Could you clarify that, please?

A Yes. I didn't -- I didn't address in my testimony Issue 34, so it is just on my understanding, I believe, of Ms. Cox's testimony. The issue there was about mixing jurisdictions of traffic, which is a little bit different here. The part of Issue 37 that I have talked about really gets back to that engineer's perspective of when would you use one kind of trunk, when would you use the other. So it is just my lack of familiarity about what all is embraced in Issue 34 that makes me reluctant to say, yes, they could both be resolved at the same time.

Q Mr. Milner, I am now going to jump to Issue 96. I have to give you fair warning, though, unless you think you are almost done, that we have agreed and it's in the prehearing order that Ms. McNulty is going to ask you some questions about collocation.

A I feel honored.

Q You should. Issue 96, as you recall, involves central office conversions. And you agree, don't you, that central office conversion can result in taking down an ALEC's switched service?

A It could. And, likewise, it could result in taking down BellSouth's own service to its customers.

Q And, obviously, if the switched service is taken down, WorldCom's customers would be affected?

A Yes.

Q And the way that BellSouth proposes to notify ALECs of these conversions that are going to take place before midnight or after 4:00 a.m. is via web posting?

A That is right, yes. Let me elaborate a little bit about what the point of the dispute is. When we say a central office conversion, we are not talking about just a loop cutover for an individual customer. We are talking about a major event in the life of the switch. It could be to add big parts of equipment or even replace the entire switch with a newer model or something of that nature. So these are pretty big events in the life of the central office.

All the ones that I have ever been personally involved in usually start at midnight on Saturday night, because that is generally the time where traffic on the

switch is the lowest. So, you know, between midnight on Saturday night and, you know, into Sunday, if there are problems, you've got a period of time where the traffic volume is fairly low that you can fix whatever went on.

So, what we are talking about is in the event that BellSouth decided to do that big conversion at a time other than between the hours -- of starting at between midnight and 4:00 a.m. These events are well planned. Because of the nature, the criticality of doing them right, they are approached very systematically with a lot of rigor and a good amount of notice up front, weeks and even months ahead of time we announce that we're replacing an office, doing a big conversion. And we do that by the web.

Q Mr. Milner, let's say that you do have a conversion planned, and it is planned for Saturday at midnight, but a few days beforehand you realize that you are not going to be able to start then; you are going to start it in the middle of the day, for whatever reason. Is the way that you are going to notify ALECs of that change is to post it on the website?

A Yes. Now, to the extent that we had even more upfront knowledge, and if we needed to reschedule a conversion, then we would send out, you know, perhaps other forms of notification. But these are not things

that you decide, you know, at Saturday afternoon and it is about 4:00 o'clock, gosh, do you think we ought to go forward with the conversion or not? I mean, these things are approached with a great deal of rigor.

Q But the fact of the matter is, if there were a change, you know, a few days or even a couple of weeks before the scheduled conversion, unless an ALEC is monitoring that website they are just flat not going to know about it, are they?

A Well, that's right. But even if I -- even if I didn't give you that notice, and I'm not saying we would do this, but these conversions are done by BellSouth's people and BellSouth's vendors, usually the people that we bought the equipment from, the manufacturers. So even if I knew about it -- I know you are concerned, but even if I said the conversion is going to start at 5:00 o'clock in the morning instead of midnight, MCI's people would not be doing that work. So it's not like there is other work for you to be doing. These are conversions within BellSouth's central office. I understand you are concerned about that, and so are we, but we give you as much notice as we have about when that thing is scheduled to be -- when it is going to be done.

Q Mr. Milner, how difficult would it be for BellSouth to develop an E-mail distribution list with all

potentially effected ALECs?

A Well, there would be time and there would be expense associated with that. I am not sure that that would necessarily be any more reliable than our web posting. Likewise, we could send you letters, you know, via U.S. Mail. That is not necessarily more reliable, either. We have found that the most reliable method is to post it on our web. The servers themselves are redundant. If one piece of equipment fails, then you get in through the other way. You can't say that about facsimile machines and sending you letters and notifications of that nature.

Q Well, why not put it on your website and send an E-mail?

A Well, because there is more -- for two reasons. I don't think it increases the reliability any, plus it adds another level of expense.

MR. O'ROARK: Mr. Milner, thank you. That's all the questions I have for you.

THE WITNESS: Thank you, sir.

MR. O'ROARK: Ms. McNulty has some more.

CROSS EXAMINATION

BY MS. McNULTY:

Q Good afternoon, Mr. Milner.

A Good afternoon.

Q How are you doing? I am Donna McNulty.

A Good to meet you.

Q And as Mr. O'Roark pointed out, I will be asking you questions related to issues regarding collocation.

A Okay.

Q Mr. Milner, the disputed Issue 56 essentially involves whether BellSouth is required to provide DC power to adjacent collocation space, is that correct?

A Yes, that is the dispute between us.

Q Would you agree that most collocated telecommunications equipment runs on DC power?

A Yes. Yes, as does BellSouth's equipment within its central office. Once we move into the arena of collocation in things like remote terminals, BellSouth's equipment is fed by AC not DC, though.

Q And we will be getting to that in a minute.

A Okay.

Q But telecommunications equipment located inside BellSouth's COs generally run on DC power, is that fair?

A Yes, that's right.

Q And BellSouth makes DC power available to collocators inside BellSouth's COs?

A That's correct.

Q Well, I understand you are not an attorney, but are you familiar with the FCC's rule regarding adjacent

collocation, and specifically I mean 51.323(k)(3), which provides in part that the incumbent must provide power and physical collocation services and facilities subject to the same nondiscrimination requirements as applicable to any other physical collocation arrangement?

A Yes. Yes, and I note that it says power, not DC power. But, yes, power.

Q Okay. Thank you. And in your rebuttal testimony, is it fair to say that you state that the National Electrical Code does not specifically state that DC power cable cannot be used in the outdoor environment, but that whatever cable is to be used has to be rated for the environment in which it is being used?

A That's right.

Q Now, the NEC does not actually prohibit the use of DC power cable for outdoor use, does it?

A No, it does not. It does do a couple of things, and I just happen to have a copy of the National Electrical Code with me. What it does do is it defines a couple of things that are important to us. First of all, it appears to me that we may have to seek a waiver from permitting officials, because my reading of the code says that the electrical service in one -- it uses the term "dwelling unit" cannot be used on a branch circuit basis to provide power to any other dwelling unit. So it says

that we're talking about feeder power facilities rather than branch. And then it goes on to say the manner in which you have to insulate outdoor cables in those environments and it is very specific about that.

Q Does BellSouth have any DC power cable that is rated for outdoor use?

A No, ma'am, none that we have been able to find so far.

Q What was your last comment, I'm sorry?

A I said I don't know of any. I have asked of our power engineers, and they are not aware of any.

Q Do you know whether BellSouth has investigated whether it could obtain DC power cable for outdoor use?

A No, we have not. What we have done is looked at the specifications that are applicable to providing power feeder circuits to equipment, and I mentioned the one, it says KS and then a series of numbers behind it. That is the specification of what types of cables are appropriate for transfer -- for conveying DC power within central offices. It is not shielded. There is not a hard rigid cover on the outside of it. It is just not suitable for being used outside either buried in the ground or hung from poles or things of that nature.

Q Has BellSouth asked any power cable manufacturers whether it could obtain DC power cable rated

for outdoor use?

A No, we have not.

Q Is it also your testimony that at BellSouth remote terminal sites that AC power runs to the site and then BellSouth converts the AC power to DC power inside the remote, and that BellSouth has thousands of such arrangements in service today throughout its nine-state region?

A Yes. In other words, at these remote terminal sites that are out and away from the central office, we buy commercial power from the power company. They put a meter on that, and we use equipment inside the remote terminal called rectifiers, which convert the power from AC to DC.

Q If an ALEC were collocated in a BellSouth remote terminal, would BellSouth provide DC power to the ALEC if the ALEC requested it?

A Yes.

Q And that is true for Florida?

A That's true for all our states.

Q So, then is it correct to say that BellSouth could provide DC power to an ALEC if it is collocated in a central office?

A That's right.

Q And in a BellSouth remote?

A That's right.

Q But that it would not provide DC power if an ALEC were collocated by an adjacent collocation arrangement?

A That's right. In both the first two situations we are talking about power being distributed differently within the same structure, the central office versus the -- and the remote terminal. Adjacent collocations are separated by some distance, earth and air, and we have not found power cables that are suitable in our inventory and based on our knowledge of powering equipment over those distances between two structures and using DC power.

Q Mr. Milner, let's move on to Issue Number 59. Is it your understanding that the essence of the dispute is that the -- is the determination of when the collocation space is considered complete?

A Yes, that's it.

Q And what specifically is a CFA, or cable facility assignment?

A Well, let me start first by explaining what a connecting facility is, a CF. Connecting facilities are those cables, for example, that run between the collocation arrangement itself and a BellSouth distributing frame. We talked about this a little bit earlier. So it is just a cable that connects our frame to

the inside of the collocation arrangement. That is the connecting facility. It's just a multi-pair cable with individual copper pairs. Connecting facility assignments are the record base, that is the inventory within that cable of what is working, what is spare, what is defective.

Q In order to use its telecommunications equipment with BellSouth's network, is it correct to say that WorldCom needs to have CFAs?

A Not in all cases. WorldCom could establish a collocation arrangement and not install that connecting facility over to BellSouth's frame. It may install its own equipment but not interconnect with BellSouth's network at that point. I don't think that will be very common, but it is possible. But more commonly, there would be cables between the collocation arrangement and a distributing frame, such that BellSouth could provide unbundled loops, or unbundled switching, or whatever MCI requested.

Q But, Mr. Milner, I believe my question was that in order to use WorldCom's telecommunications equipment with BellSouth's network?

A Oh, I didn't hear that clarification. Then, yes.

Q Okay. When WorldCom completes a collocation

application, isn't WorldCom required to include information necessary for CFAs?

A Yes, such that we can do any work we need to the application itself includes how much equipment is going to be installed, how many power that equipment is going to drain, the physical specifications, that is in terms of square feet of the arrangement. So a lot of information is provided at the time of the application.

Q Thank you. Now we are going to move on to Issue Number 64. I am going to ask you some questions for clarification, because I'm not really sure how far apart our companies really are on this issue. And with respect to Issue 64, one part of this issue is whether WorldCom is entitled to verify BellSouth's assertion when made that dual entrance facilities are not available, is that correct?

A I would change that just a little bit. I think the dispute is a little more narrow than that. I think the dispute is whether or not BellSouth has to give some sort of central office tour when we assert that there are not dual entrance facilities. We have offered to provide documentation that would show that, but the dispute, really, is do we have to do a tour if we tell you that there is not two different entrances into the building.

Q We'll get to that shortly, too. But I just want

to make sure that we agree along the way.

Is it your position that if BellSouth states that there is only one entrance facility, that BellSouth would not object to WorldCom visually verifying that another entrance point does not exist?

A Yes.

Q And by that that could include a review of architectural drawings?

A We will provide those at your expense. If you are interested in seeing our architectural drawings that will show, you know, where and the quantity of any entrance facilities, we are willing to do that.

Q Would it also include a visual inspection at the site for the limited purpose of verifying the entrance points?

A Well, no. I mean, now we are into the -- we are into the part of the dispute where what you have said is I have seen your documents, but now I want to physically tour. Maybe we could resolve this, but if it's for the very limited purpose of coming in and going into the cable vault and seeing that there are two different ways to come into the building or not, then, you know, perhaps we can do something like that. But we are not -- we believe we are not under an obligation to provide extensive tours of our central office based on disagreement about whether

there is one or two entrance facilities. We think from our architectural drawings it's imminently clear whether there is one or more.

Q In some cases an entrance could be located underground, is that correct?

A It could, and that is why we've offered to give you our architectural drawings that would show you where they are.

Q In your deposition -- do you have a copy of your deposition?

A No, ma'am. I'm sorry, I don't.

Q Let me ask you a question from your deposition, which is on Page 100 of your deposition.

A Okay.

Q I will just read -- read your deposition to you, if you don't mind.

A Sure, that's fine.

Q The question is would a tour then be appropriate for the limited purpose of verifying the entrance points. And your response was that may be appropriate, and I appreciate the use of your word "limited." If MCI's interest is in only assuring itself that there is only one entrance facility, that can be done pretty quickly.

A And I think that is what I just said a moment ago, is that if you just want to walk into the cable vault

and see whether there is one or two entrances, then that -- you know, then we could do something like that. If, on the other hand, you wanted to trace the path of each cable that comes through there to find out if it is in use, or spare, or whatever, then that is a lot more elaborate and we are not willing to do that.

Q Does that apply for the situations where there is only one entrance facility or in the situation where there are dual entrance facilities?

A Well, I think the -- I think the discussion, really, is about whether in either case, if there is one entrance or two. And usually where there is more than one, they come in from different ends of the building for diversity reasons. In other words, if a backhoe takes out one of the cables feeding the building, you still have cables that come in the other side. We are not opposed to that even in cases where we contend that there is only one cable entrance facility. I think what you are really trying to get at is these entrance facilities have individual ducts that, you know, are sometimes four inches across, sometimes six inches, through which the cables actually are pulled. You know, if you would like to come in and see how many of those have plugs in them and how many have cables in it, for that limited purpose, we are not opposed to that. But we are not in favor of doing

exhaustive tours of central offices just because you say that there is two entrance facilities and we say there is only one.

Q Okay. And would you agree that WorldCom could have a limited verification, visual verification, for -- even in the situations where there are two entrance facilities?

A Sure. And we can show you documents that show you which of the ducts have cables in them and which just have plugs. So, I mean, that's another thing that we can provide to you on paper, and you can determine for yourself what is available and what is not without you physically inspecting our central office.

Q So, then is it your testimony that or your understanding that the remaining part of this dispute, then, is in the instance where BellSouth makes the assertion that one of the entrance facilities is full?

A No, I didn't understand that to be the real issue. The issue was where we make an assertion that there is only one cable entrance, that you want the right to come into the cable vault and see if there is a second. And I don't think we've gotten to the issue of looking at individual ducts within the entrance facility to see if there are some spare, some defective, and some in use.

Q Assume that there are two entrances and

BellSouth makes the assertion that one is full, would BellSouth allow WorldCom to have a visual inspection of the one that it claims is full?

A If all you want to do is come in and look at the cable vault and see those entrance facilities, we don't -- we are not opposed to that. I would expect that that sort of visit would take five minutes or less.

Q And would you let us verify which ones are in use and which are spare?

A Well, you can see visually which are in use and which are spare. If there is a cable in it, then you know it's in use. Is there is not, if there is a plug over it, then you know it is not in use.

Q And is that a yes, then?

A Well, you said would we allow you to. We couldn't prevent you from. I mean, you would be standing there looking at it.

Q And to the second part of the issue, when space becomes available, would BellSouth allocate it on a first come, first serve basis?

A Yes. We will do that, but we are not willing to create and maintain waiting lists for facilities that we may or may not build sometime in the future.

Q Then how would you allocate it -- how would you know how to allocate it on a first come, first serve

basis?

A Because we would offer it as of the day we created it. If somebody said I want to place facilities in that new entrance facility, then we would allow you to. But if you asked us five years before we did that to be on a waiting list in the event that we ever did, then we are opposed to creating those records and trying to keep those records accurate for that period of time. Adding entrance facilities to a building is a pretty big deal, as you might imagine. So it is not something that you do casually. So, some central office buildings will never have a second cable entrance facility. So, you know, trying to maintain a awaiting list for an event that may not happen seems sort of futile to me.

Q Is it correct to say that BellSouth's position, then, it is on a first come, first serve basis after the date the space becomes available?

A Not the space, the entrance facility itself.

Q Okay. Thank you.

We are going move on to Issue 66, and this Issue regards industry standards. Are you familiar with Mr. Messina's rebuttal testimony?

A I have read it, yes.

Q In Mr. Messina's rebuttal testimony he states that BellSouth no longer appears to take issue with the

standards WorldCom's has proposed. Do you agree with that?

A Generally. But, the same standards comes in sort of two parts. There are standards that embrace a number of different issues. To the extent that those issues are pertinent to the relationship between BellSouth and a collocator, we're fine with that. But a lot of the standards, when he just references it by a standard number, cover lots of things that do not involve that relationship and which we think are irrelevant. So if you just say, you know, is this certain standard relevant or not, yes, parts of it are, but we are not willing to embrace the entirety of the standard because a lot of that may not have anything to do with our relationship.

One is the so-called N-E-B-S, or NEBS standard. That standard just talks about the size and the shape of equipment and that sort of thing. Parts of the NEBS standard we agree to where it relates to fire safety and things of that nature. But there are also performance levels of the NEBS standards, higher levels, that say it should perform at this level. That has -- you know, saying that we have got to adhere to that level of that standard has nothing to do with our relationship as BellSouth being a provider of space and WorldCom being a user of that space.

Q Mr. Messina was asked a question that said is WorldCom asking that BellSouth undertake the risk of noncompliance with these standards by other entities? And the response to his question was, no, WorldCom is asking that BellSouth comply with the industry standards with respect to matters within its responsibility or under its control. Do you take this to mean that WorldCom's position is related solely to WorldCom as collocator and BellSouth?

A Well, it embraces both of those. If we include a list of standards in our interconnection agreement, then, first of all, I would expect that WorldCom would expect BellSouth to adhere to those standards for its own needs and to make sure that where there was a potential that noncompliance with those standards by another ALEC negatively impacting WorldCom, that we would not allow that. So it involves both.

Let's go back to the NEBS standard. No, we are not willing to say that we will conform with all parts of that standard, because part of it deals with our choices of equipment. It has nothing to do with our providing space to you. And, likewise, we don't think that we would -- should impose on you standards that will guide your equipment choices, except to the extent that it just meets, you know, basic fire and health safety requirements

and doesn't interfere with adjacent equipment.

Q Do you know whether BellSouth and WorldCom have at least agreed to the list that is under discussion with the negotiators? And by that, I mean in Exhibit Number 12, Attachment Number 5 and Section Number 9, there is a list of technical references?

A Right.

Q And it is my understanding that WorldCom has replaced what was 9.3 with an updated -- well, with a replacement called GR1089. Would you agree with that?

A I understand that that's a change that you've made, but I still don't agree that that list of standards need to be imposed on BellSouth. Because most of those standards include things that don't have anything to do with our relationship as a provider and a user of collocation space.

Q Okay. I'm going to move on from here, and I am going to address the last Issue, which you will be grateful for, I'm sure, and this regards vendor certification.

With respect to Issue Number 65, is it your understanding that WorldCom's position is that BellSouth must provide WorldCom with sufficient information on specifications and training requirements so that WorldCom can train its proposed vendors so that they can apply to

BellSouth to become BellSouth certified vendors?

A Yes. I believe that would be why MCI wants that information is that so it can tell prospective vendors that it wants to use here are the things that you need to do to be certified by BellSouth to install equipment in central offices or, you know, whatever.

Q And WorldCom itself could apply to become a BellSouth certified vendor?

A It could.

COMMISSIONER JACOBS: That would solve the whole problem.

MS. McNULTY: Excuse me?

COMMISSIONER JACOBS: That would solve the whole problem.

THE WITNESS: Well, that could. I mean, we would hold MCI to exactly the same standards for certification that we would hold any other vendor. I might point out, BellSouth does not itself install its own equipment. We have a list of those vendors who have been certified to install equipment. We choose from that list. MCI can choose likewise. If MCI wants to be added to the list, it undergoes the same certification process as anyone else.

BY MS. McNULTY:

Q And might -- I'm sorry. Would WorldCom want to

be on that list so that way its trained employees could repair items in the collocation sites?

A No, that is not really the certification we are talking about. What we are talking about is certification to be an installer of the equipment. You said repair, that is a little bit different.

Q Or for installing?

A I would expect that MCI would have its own technicians do the repair of its equipment and we're fine with that. What we are talking about is where you install equipment, and if that installation is not done in a workmen-like fashion, that you either -- potentially could set the place on fire or you could disrupt other folks' equipment.

Q And could you understand why WorldCom would want to do that for installation purposes?

A Yes. It may want its own -- if it concluded that its own -- that its employees could do that more cheaply or more effectively than someone else's, then that is fine. And that is what the certification process is for, is to make sure that all of that work is done in a safe workmen-like fashion.

Q At this time I would like to hand out a document that is going to be distributed to BellSouth's attorney and the witness and everyone else. And I will let the

witness review the document.

A Okay. I have seen this before.

MS. McNULTY: At this time, could I have this marked for identification as an exhibit?

COMMISSIONER JACOBS: You may. This will be Exhibit 35.

MS. McNULTY: And a short title could be BellSouth's certified vendor brochure.

COMMISSIONER JACOBS: Very well.

MS. McNULTY: Thank you.

(Exhibit Number 35 marked for identification.)

BY MS. McNULTY:

Q Mr. Milner, is this the brochure that is the subject matter of discussion in Issue 65?

A Yes. I mean, this is the information that BellSouth provides to prospective certified vendors.

Q Thank you. And it is dated December 1996, is that correct?

A Yes.

Q And it is copyrighted in 1993 by BellSouth?

A That's right.

Q Is there a certification fee associated with filing an application?

A I don't really know. I would have to read this. I have not really addressed the issue from that. I do

know the certification process itself and how examples of work are reviewed by our quality assurance managers, and how defects are reported back to the vendor, and how many defects in a row before you get decertified and things of that nature. But the fees that are associated, I don't know.

Q That's fair. Could you please turn to what is labelled Page 3, which is about five pages into the document, please?

A Okay. I'm there.

Q This page provides an overview of phases that a supplier can expect to go through for certification, is that right?

A Yes. It may -- it carries over to the next -- to the next page, at least, perhaps even into Page 5. But, yes, it talks about the various phases to this certification.

Q One of those items is a general services contract, is that correct?

A Yes. That is over on the top of page -- top of Page 4.

Q And does this criteria apply to those companies who will be BellSouth certified vendors on behalf of WorldCom?

A Well, it applies to any vendor that is

certified, whether it is used by WorldCom or whether it's used by BellSouth.

Q Is it also correct to say that one rationale for a supplier being decertified includes failure to have a current services or products contract in effect?

A I don't know about that. Most of the decertifications that I've been -- that I know of were because of insufficient levels of quality of the installation, where our quality assurance manager found too many defects too many times in a row, and they were decertified.

I don't know whether this -- I have never studied this part of the -- I have not seen one of these general services contracts, so I can't really say what the effect of that contract expiring and not being reviewed is. I have approached the issue more from an engineering perspective that says what happens to you if you don't do -- you know, don't do your work well and we find a number of defects.

Q I believe on Page 5, the next page, it says change in supplier status. The last bullet point states that the rationale for -- well, it says failure to have a current services and/or products contract in effect will be one rationale for a supplier being decertified?

A It does say that. I agree with you. Right

above that was the point that I was making, that if the supplier fails to perform successfully three out of four jobs. And so at that point, here is three out of four times they don't the job right, they would be decertified.

Q And I can understand about that, but if it fails to have a current services or products contract in effect, that could also be a reason for it?

A I agree with you, yes.

Q Okay. On Page 4 there is also a description of field trials. That section states that as a result of completing the four phases, or three of the four phases, excuse me, the supplier may be placed on a list of field trial suppliers, is that fair?

A Yes. Yes. In other words, once you get through a certain part of the process, then you can be placed on this list.

Q But the section doesn't describe exactly how the field trials will be done or the criteria upon which the vendor will be tested, does it?

A Not in elaborate detail. What it does say in the paragraph underneath the bullet list is that these field trial reviews will be done by BellSouth's quality assurance review team. Those are BellSouth employees. I'm sure they have their own criteria which they provide to the vendors going through this process of what they are

looking for and what they are not. Is that rain outside? I'm sorry if you couldn't hear me.

Q I'm sorry. I could not hear your last sentence.

A Okay. Let me speak more loudly. This paragraph does say that the review will be done by the BellSouth quality assure review team. So that is -- you know, they have stated criteria for each of these types of applications. In other words, a company that only wanted to install batteries, you know, would be certified for that task, but would not be certified to add or remove switching equipment. So the criteria are different based on the type of certification that the vendor seeks.

Q But the question WorldCom has is where is the -- or where are the criteria for each of these items listed?

A Well, they would be provided by the BellSouth certifying team at each step of the process as needed.

Q So if WorldCom seeks to train its potential vendors prior to filing an application to become BellSouth certified, it would not have that information at that point, would it?

A Not unless we gave it to you. But what we are talking about here is standard industry practices of how you install equipment and, you know, how you tie cables together, how you bolt frames together, things of that nature. It's not science, necessarily.

Q And it is not contained in this brochure, is it?

A No. This brochure was not meant to lay out all of that, it was meant to tell you the certification process. And, you know, just like when you fill in an application to go to college, it doesn't name every test that you are going to take during the four years. It tells you what the process is and what the -- what grade level you are going to have to have to graduate, what course work you're going to have to do. But it doesn't name each and every page you're going to have to read and every question you are going to have to answer.

Q Mr. Milner, do you know approximately how long it takes from the time a company files an application to become a BellSouth certified vendor to the time its actually certified, just on average because I know it would vary?

A No, I don't really know if there is a good average or not. Vendors, some vendors want to be pretty much full service providers. They want to -- in other words, they want to install batteries, they want to install power feeds, they want to install equipment, switching equipment, and all of that, so their certification process is more elongated than some that might just want to be, you know, certified to install switching equipment.

But it is an elaborate process as it ought to be. We are talking about resources that are vital to our way of life. That is, installing equipment badly in the central office can have pretty devastating effects if it is not done well. So that is what these certification processes are all about.

Q And I understand and appreciate that. Do you have an estimated average for a company that may want to become a full service vendor?

A I do not. Not off the top of my head, no.

Q How about for one who just wants to install switches?

A Well, actually, maybe I shouldn't have chosen that one because that is probably the most elaborate of all the types that are on this list. Maybe I should have said, you know, installing batteries is probably the other end of the spectrum. But, no, I don't have detailed knowledge of how long it takes. And part of that is under the control of the entity being certified as to how quickly they progress through the steps that they have to go through.

MS. McNULTY: Well, thank you. I have no further questions.

THE WITNESS: Thank you.

COMMISSIONER JACOBS: Staff.

MR. FORDHAM: Thank you, Commissioner.

CROSS EXAMINATION

BY MR. FORDHAM:

Q And good afternoon, Mr. Milner. My name is Lee Fordham, and staff, unfortunately, does have a few questions.

A Okay.

Q Let's begin, sir, with Issue 11. And if you could, please, if it is an appropriate question, give a yes or no first and then follow through with whatever explanation.

Looking first at Issue 11, and referring to Page 10 of your direct testimony, beginning at Line 7, you propose that BellSouth establish an access terminal for WorldCom to access the distribution facilities. Now, does BellSouth consider such an access terminal to be an adjacent collocation arrangement?

A No, sir. No. What we are talking about here is a simple little connecter block to which WorldCom would attach its facilities, and BellSouth would attach the requested facilities to the other side of that connecting block, and then cross connects would be made between the two. No, we don't consider this a form of collocation.

Q Could you give us, very briefly, then, what you envision an adjacent collocation arrangement to be at a

remote terminal?

A Well, you said an adjacent collocation arrangement at a remote terminal. That would be a situation where, first of all, space inside the remote terminal is exhausted and instead of placing MCI's equipment inside BellSouth's remote terminal, MCI would place its own equipment inside its own structure. What we are talking about here is generally these things are in right-of-way, so it is not BellSouth's land that these things would be -- would be installed within. And then a -- but in the question you asked me, that is what I would envision an adjacent collocation in a remote terminal setting to be. I think more commonly you would find adjacent collocation being on the same plot of land where BellSouth's central offices are.

Q Okay. Thank you. On Page 7, beginning at Line 22, you addressed BellSouth's recovery of costs associated with the access terminals that you had described. Have you addressed the cost recovery for a prewired access terminal?

A I believe we have. I am not a cost expert by any means, but, yes, my recollection is that the types of costs that we are talking about here are similar to those that we have seen in other settings, such as the so-called unbundled intrabuilding network cables setting in a

multi-story building, where BellSouth installs a cross connect panel to which the ALEC connects its own facilities.

Q Do you recall --

COMMISSIONER JACOBS: I'm sorry. I had intended to give the court reporter a break before you got started and I moved too quickly. Let's take a break, and we will come back at 3:00. I'm sorry to interrupt you.

MR. FORDHAM: That will be fine.

(Brief recess.)

COMMISSIONER JACOBS: We're back on the record.

Mr. Fordham, you may continue.

MR. FORDHAM: Thank you, Commissioner. We will try and proceed with some dispatch.

BY MR. FORDHAM:

Q Mr. Milner, in Issue 15 and 19, referring to Page 16 of your rebuttal testimony. Just to clarify, is it correct -- correctly interpreted that if WorldCom chooses customized routing through the tandem, that WorldCom would not be able to perform busy line verification?

A Yes, that is my understanding. Busy line verification is where two operator platforms are hooked together, and a customer calls and says I have been calling so and so for hours, and I can't -- you know, it

rings busy and then they verify. I don't know that those signals can be sent through a tandem, because there would have to be some digits sent along with them. And that is the problem we found.

Q And that being the case, sir, would it be fair to say that perhaps customized routing solution is not at parity with TOPS?

A No, sir, I wouldn't agree with that at all. If MCI chooses customized routing, then its customers are going to reach its operator platform, and then that operator will handle that businesses line verification however MCI chooses to. I am pointing out here that even though we don't think that these things can be sent through the tandem, if they choose customized routing then MCI would be handling that process, that is the busy line verification itself.

Q Okay. Moving on in Mr. Messina's direct testimony on Page 14. I think you've indicated you read his testimony at one point. He testified that, quote, "Without shared transport WorldCom would be required to lease dedicated trunk groups from every BellSouth end office serving its customers." Is that the case, sir?

A No, sir, it is not the case. As we talked about it before, that is the case only if MCI chooses the line class code solution. If, instead, it chose BellSouth's

offer for the AIN solution, then it would not need dedicated trunk groups between BellSouth's end offices and that AIN hub. So that would be true only based on the decisions that MCI made for itself.

Q Yes. Moving on to Issue 29, and referring to Exhibit 34, which was handed out earlier this afternoon or right before lunch. On Page 3 of that exhibit, just for clarification or for our edification, the line from the BellSouth end office to the platform, as a shared transport path, should that be a dotted line instead of a solid line?

A Well, to follow Mr. O'Roark's conventions, these are his drawings, not mine, but, yes, I would guess that he meant that that would be a -- that that would be a shared transport facility.

Q Okay. That was just -- I wanted to clear that up.

Still on Issue 29, is it BellSouth's position that WorldCom should be able to connect to one access tandem in the LATA to originate interexchange traffic?

A I'm sorry, could you ask me that again?

Q Is it BellSouth's position that WorldCom should be able to connect to one access tandem in the LATA to originate interexchange traffic?

A Yes. That is one option that BellSouth makes

available to MCI is that it can choose to access -- to interconnect at a single access tandem. If there is more than one access tandem in the LATA, then using an option that we offer called multiple tandem access will get MCI's traffic to the access tandem to which it belongs. In other words, some end offices are attached to one access tandem, other end offices to a different tandem, where there is more than one access tandem in a given LATA. So MCI's choices are to interconnect at a single access tandem and take this so-called multiple tandem access option or, instead, it can choose to interconnect with each and every access tandem in the LATA.

Q And closely related, regardless of which party chooses the interconnection point, is it BellSouth's position that WorldCom should be able to interconnect to one point in an exchange to originate local traffic?

A Well, yes. The issue that -- or my understanding of the issue from having talked with Ms. Cox is that where there is more than one local calling area within a given LATA, that BellSouth's position is that the ALEC should interconnect with BellSouth in each local calling area within which it wants to do business. BellSouth does not believe it has an obligation to transport traffic from one local calling area to another at its own expense, simply because MCI, for example, might

have chosen only a single point of interconnection in the LATA rather than one in each local calling area.

Q Okay. Are BellSouth customers served by Uniserve or similar type services considered access, intraLATA toll, or local traffic?

A Well, it could be -- it could be any of those. For example, Uniserve is just a ten digit number. I would imagine that in practice most of the calls are local in nature. Although, if I am in another part of the LATA I could dial that same ten-digit telephone number and reach that same Pizza Hut. So I would expect that most of the calls would be local calls, because that is the nature of the service. But as far as the caller, you know, from that perspective it could be any of those that you named. It could be a local call, it could be intraLATA toll, or potentially could be an interLATA toll call.

Q Okay. Under that scenario, sir, why would not -- why can't WorldCom deliver the traffic to the appropriate tandem rather than to the TOPS platform?

A Well, it could do that, but there remains the problem of getting that call from the tandem over to the TOPS platform. That is really the point of dispute. BellSouth is willing to explore with MCI the possibility of doing that, we just don't think we have got an obligation to do that for free. In other words, if they

send it to an access tandem, you have still got to get that call from the access tandem to the TOPS platform. We think that is their obligation to do that. We are willing to explore ways to do that if we are paid for doing so.

Q So it may be technically feasible, whether practical or not?

A That is something we would have to explore. We are willing to explore that.

COMMISSIONER JACOBS: Was that your idea of -- that several ALECs would share that link between the -- into your TOPS platform?

THE WITNESS: Yes. That is one way that we talked about, would be to send that traffic to the same tandem that MCI might already be interconnected to, and then figure out how to get that traffic from that tandem over to the TOPS platform. So we are willing to explore that, but subject to technical feasibility and subject to our being paid for doing that function, you know, we are okay with it.

BY MR. FORDHAM:

Q Okay. Does the BellSouth TOPS proposal include compensation for WorldCom switching, transport and customized routing necessary for WorldCom to complete Uniserve or similar service calls to BellSouth's TOPS platform?

A Well, there are several parts to your question. I'm not sure of the answer on reciprocal compensation, because I guess one could argue that we are terminating the call from -- that was originated by one of MCI's customers. I really haven't looked at the issue in that regard. Whether or not customized routing would be a solution, I would sort of expect that it would not be. Uniserve, as I mentioned earlier, is a rather limited service offering. We only have a few customers that use this, mainly because this other version called Zipconnect allows a lot more flexibility. So, in terms of reciprocal compensation, I guess you could make an argument that we were due that for terminating the call. But I don't think that the use of customized routing would avoid the problem, and that is transporting it from MCI's POI, point of interconnection, to the TOPS platform.

Q Would it be WorldCom's responsibility to determine the nature of the call going to the TOPS platform?

A Let me ask you to clarify. Do you mean in terms of whether reciprocal compensation is owed or not?

Q Correct, for purposes of determining the compensation.

A No. I believe it would be BellSouth's responsibility to determine the jurisdictional nature of

the call and would be entitled either to a terminating access fee or reciprocal compensation. But that would be BellSouth's responsibility to determine the jurisdiction of the call.

Q Is that suggesting that MCI pay BellSouth compensation for access to those calls?

A No. No. I'm saying that I think you can make an argument that completion of those calls was -- that those calls were subject to a payment of reciprocal compensation to BellSouth for having done so. But that is not really the dispute. The dispute is if the call comes in one part of our -- into one part of our network but is really bound for another, whose obligation is it to get it to the right place? MCI thinks it's our duty; we think it's theirs.

Q Okay. If WorldCom duplicated the TOPS platform within its network, would it be BellSouth's position that BellSouth would be responsible for transporting WorldCom specified calls to that platform?

A Again, I need to ask you clarification. When you say "delivering," do you mean delivering through our platform to get to MCI's platform or do you mean to deliver from our end office switch to MCI's platform?

Q Just reversing the function, under the same scenario as if it were just reversed?

A Oh, okay. In that situation, if the Uniserve has provided it from MCI's platform instead of BellSouth's, then I would expect that MCI would have the burden of getting its traffic from its end offices to the place where that service was provided, that is MCI's platform.

Q Okay. Let's move ahead to Issue 56.

Back up, then, just a moment. What about BellSouth's traffic in the same scenario?

A That is what I was referring to. In other words, if a BellSouth end user in one of our end offices placed a call that is served by MCI's equivalent of the TOPS platform, then it's our burden to get that call to that platform.

Q Okay. Moving to Issue 56, we had quite a bit of discussion already regarding power supplies. Is the power supplied through copper loops providing telephone service AC or DC?

A Well, there is DC current on the loop. But that voltage is very low voltage and amperage, and it is really just enough voltage to signal to the switch that the loop is -- you know, that there has been a request for dial tone or not. You probably know that there is not even enough voltage on there to power the lights on most telephones. You will notice that most sets that have

lighted dials, and that sort of thing, have a little transformer that you plug into the wall. So, yes, there is DC power over the loop, but it is really there just so you can signal the switch that the customer has gone off hook.

Q Okay. Let's move on to Issue 63. To your understanding, is this issue concerning collocators within a central office, facility-based carriers interconnecting with Bellsouth, or both?

A If you will give me just a moment, sir.

I believe that what MCI has requested be done is really a form of interconnection, not collocation. This Commission has already ruled, or at least the staff has recommended a solution about copper entrance facilities in the case of adjacent collocation. And BellSouth agrees with that. What MCI has proposed is that it bring copper cables through those entrance facilities whether -- even in cases where there is not adjacent collocation, which we are opposed to because we think that that will accelerate the exhaust of those entrance facilities.

So we are -- we agree with staff's recommendation that copper entrance facilities are appropriate in the context of adjacent collocation; that is a controlled environmental vault or something of that nature on the same plot of land as our central office, but

it is not appropriate generally for interconnection. And I think staff agreed with that.

Q Excluding copper entrance cabling for ALEC adjacent -- ALEC adjacent collocators, do you know if BellSouth is currently installing new copper entrance cabling for its own use?

A I know that we are not. The copper cables that are there are older copper cables when there were not things such as fiber-optic cables that we could have used instead. So BellSouth does not install new copper cable through it's entrance facilities in its central offices, and has not for quite awhile.

Q Okay. Let's look briefly at Issue 66. There was quite a bit of discussion on this with Ms. McNulty, but when she asked you about Mr. Messina's statement regarding BellSouth no longer appearing to take issue with WorldCom's proposed standards, your answer to that was generally. And then I got a little lost after that.

A Well, I apologize for that.

Q Can we, maybe, just be a little more specific as to whether you would put them in an agreement, for example?

A Well, first of all, no, we are not willing to incorporate all the parts of all the standards that Mr. Messina set out. And when I said "generally," that is a

good list of standards. Our problem with those standards is that some of the requirements of a standard do go to the issue of collocation and that sort of relationship between BellSouth and MCI. But other parts of that same standard goes to other things that are not appropriate. So our concern is that if you just name the standard, that implies that every part of that standard is incorporated into the agreement. And we think it should be limited only to those provisions that deal with the relationship between BellSouth as a space provider and MCI as a user of that space.

Q Would you know which ones you would be able to -- you say some of them. Would you -- do you know which ones you would be able to agree to actually put in the agreement?

A I have not gone through each one of those. Some of those are, you know, inches of paper thick. We'd have to undertake something like that to determine which, you know, which sections we were amenable to including and which not. That would be quite an undertaking.

Q Okay. In your direct testimony on Page 25, Lines 12 through 18, would you agree, Mr. Milner, that the statement of Issue 59 from WorldCom's original petition for arbitration defined -- well, let's just simplify this a little bit. We have two different definitions of CFA.

In Mr. Milner's, he referred to it -- I mean, excuse me, in the original WorldCom petition it referred to CFA as connecting facility assignment and then we also had your reference to it as cable facility assignment. Are they one in the same and, if so, why do we have the different first word there?

A I think -- just so the record is clear, I believe I have used the phrase CFA to mean connecting facility assignments, not cable. I think it was the other way around. I think Mr. Messina may have referred to that. But, yes, I think we are talking about the same thing. We're talking about a cable that runs from the point of -- the demarcation point for the collocation arrangement and the collocation arrangement itself. This may be at the -- their main distributing frame over to the collocation arrangement and in some cases other places. But it is that copper cable that we are talking about. I think we are talking about the same thing.

Q I just wanted to be sure we are talking about the same thing.

A I believe we are.

Q And, also, from your direct testimony on Page 25, Line 18 through Line 2 on the following page, and we have had some discussion on this, but in your testimony you discuss that BellSouth completes all work under its

control before declaring the collocation space as ready for use by WorldCom. And then WorldCom can, of course, begin the installation of its equipment. And BellSouth's billing to WorldCom commences at that point, and -- because the space is then deemed available for use, is that a pretty fair analysis of your statement there?

A Yes. Our concern is that billing commence for the collocation arrangement at the time that we make it available to the collocator. Our experience has been that sometimes -- sometimes months go by before the collocator even begins the installation of its equipment, and more months go by before that completes. So under our proposal when we finish that work that we are responsible for, we think we ought to be paid. The other view is that, no, maybe when I begin to use that facility, that is when I will begin paying you for it. Our experience is that sometimes that is months apart.

Q So then there are several other steps, of course, and the sequence of events that I won't go through in their entirety, but, basically, they are not actually ready to do business at that point when billing begins, is that correct, sir?

A That is correct. Now, they are not providing service, but they are able to do tasks that ready that space for service. The biggest task would be the

installation of their own equipment. BellSouth has found -- we looked at 86 arrangements lately. It took on average collocators 131 days to complete the installation of its equipment after we made that space available. So our billing would be delayed by at least 131 days on average, because that is how long it takes collocators to install their equipment. If they chose never to place those cables -- let's say their business plan changed, then BellSouth might never recover its costs. In other words, if the collocator requested an arrangement, but never placed those connecting facilities, then we could never render a bill for the work that we had already done for them and that work is useless to us. In other words, equipping a collocation arrangement for ourselves, you know, that has no value to us.

Q I suppose we are just trying to reconcile the phrase that all work under BellSouth's control will be completed before billing commences.

A Right.

Q And your explanation, basically, is that you have lost use of the space at the point that you turn it over to them?

A Well, no, not exactly. We have a formal date that we call the space ready date, and that space ready date is the date that any work that is required of.

BellSouth is complete. That is, if we are -- if we've had to rearrange heating and air conditioning ducts, that's done. We have provided power. We have provided cable racking. We have done all of those things that we have to do to make that ready. So, at that point it's up to the collocator to begin its part of the work, that is to install its equipment, you know, and things of that nature. So that 131 days that I mentioned commences. We were counting that from the date that we said the paint is dry, the lights are in place, the power is there, you are ready to bring your equipment in. 131 days on average later the collocator said that is done now.

Q So does the space ready date begin after Number 3 in that list of events, which is WorldCom completes the tasks above and requests CFAs from BellSouth? Is that -- when they request CFAs, is that the point at which it is ready for use?

A Well, it is ready for use in terms of providing service at the point -- well, providing service in conjunction with unbundled network elements. At the point that the assignments of those connecting facilities is in the database. So that is the point at which they can place service over it if they want to use unbundled loops, for example.

COMMISSIONER JACOBS: Is there coordination with

the ALECs prior to your completion?

THE WITNESS: It's after that. In other words, we do all of our work, they begin the installation of their work. One of the final steps is to place cables between their collocation arrangement and one of our distributing frames. And that is that so-called connecting facility. That is generally done towards the end of the work that they have to do.

COMMISSIONER JACOBS: Okay. The thought that occurs to me is there is probably some lead time that they are going to need for delivery of their equipment and so forth. Is that coordinated with your -- your preparations so that they can kind of back off of your expected completion date for their delivery times?

THE WITNESS: To the extent that we can work those things out, yes. I mean, there is a lot of dialogue as to when the cables are going to be placed and when the database is going to be updated. Our experience has been that sometimes the cables are not installed on the distributing frame end in the place that they were supposed to be, so we still can't inventory it.

So in practice what happens is the cable is installed, we and they do an inspection to make sure the cable is in the right place on the distributing frame, and then it's placed into the inventory. But to the extent

that that can be pulled up into the process, we're perfectly willing to do that. But in practice it doesn't always work out that you know with precision way early in the process exactly where the cable is going to be mounted on the frame.

COMMISSIONER JACOBS: Thank you.

BY MR. FORDHAM:

Q Okay. Let's move quickly to Issue 60, and we are almost finished. And, again, referring to your direct testimony, Page 27, Lines 7 through 10. And I will wait until you have that, sir.

A I'm there.

Q Okay. Is there a checklist that BellSouth relies upon to determine what information WorldCom, or any other ALEC, would reasonably require to begin design plans?

A Yes. There is a body of information, and it really is somewhat situational based on what the collocator intends to place within the -- within it's collocation arrangement. So the amount of the equipment, you know, the configuration of the equipment has some bearing on what all information they might need. The information we are talking about is more structural that says the collocation arrangement is going to be here. That means to MCI, for example, that the connecting --

those connecting facilities are going to be this long. You know, here is where the lighting is going to be, here is where the electrical outlets are going to be, and that sort of thing. That's the sort of design information that we are talking about.

Q How extensive is that checklist, sir? Is it something that we could manage in a short period of time or do we need to maybe --

A Do you mean could I check off the things that are on the checklist?

Q Yes. Is it a one-page document, a ten-page document?

A Well, it is sort of -- it's probably more like a ten-page document. But, I mean, the information would take that many pages to convey. But, generally, it is just saying here is where the collocation is going to be, you know, that part of the central office. You know, in relationship to the distributing frame, here is how far away it is, and things of that nature.

Q Is that information on the Internet, that checklist?

A Part of it is in the so-called collocation handbook, because it names the standards. If the collocator wants a gypsum wall enclosure, it provides standards for that. If it wants so-call welded wire mesh,

it tells, you know, the standards for that. You know, how far apart the welds are. So it could be fairly elaborate. But generally the type of information is information that the architect would need to begin constructing the enclosure, if there is going to be an enclosure.

Q Is this document, Exhibit 35, is that on the Internet, sir?

A I'm sorry, which is 35? Is that the certification process?

Q This was the last -- yes, the certification process. Is the information that is contained in there also available on the Internet?

A I am not sure, but I do not believe so. I don't think so.

Q Okay. One more question from your direct testimony, sir. On Page 27, Lines 16 through 18.

A I'm there.

Q Okay. Your testimony there describes cable assignment information for the cables that connect the collocation space to the frame in a central office. Is that basically what that is, sir?

A Yes, that's what that is setting out. And based on when the collocation arrangement was put into place, there were two different sets of rules. The FCC's collocation order changed a bit where and how the

demarcations would be place. So in this part of the testimony, in some cases those cables were BellSouth's responsibility. That was the old style arrangement. The new style arrangement is that going forward, typically, those cables will be the responsibility of the collocator.

Q The information described in that portion of your testimony, is that the same information described in your earlier testimony as a CFA?

A Yes. The nature of the information that is found in the database is the location on the terminal device, that is the frame, a bay and jack location, that sort of information.

MR. FORDHAM: Okay. Staff has no further questions. Thank you, Mr. Milner.

THE WITNESS: Thank you, sir.

COMMISSIONER JACOBS: Commissioners. Very well. Exhibits?

MR. GOGGIN: Commissioners, I have no questions for Mr. Milner.

COMMISSIONER JACOBS: I'm sorry.

MR. GOGGIN: That's okay.

COMMISSIONER JACOBS: Keep me straight.

MR. GOGGIN: If I had had questions, I would have piped up sooner.

COMMISSIONER JACOBS: Go right ahead.

MR. GOGGIN: I have no questions.

COMMISSIONER JACOBS: Oh, okay.

MR. GOGGIN: Thank you.

COMMISSIONER JACOBS: Outstanding.

MS. McNULTY: Worldcom would move Exhibits 34 and 35.

COMMISSIONER JACOBS: Show 34 and 35 admitted.

(Exhibit 34 and 35 admitted into evidence.)

COMMISSIONER JACOBS: And move Exhibit 33, Mr. Goggin?

MR. GOGGIN: Yes. BellSouth would like to move the admission of Exhibit Number 33.

COMMISSIONER JACOBS: Show it admitted.

(Exhibit Number 33 admitted into evidence.)

COMMISSIONER JACOBS: Thank you very much, Mr. Milner.

THE WITNESS: Thank you.

COMMISSIONER JACOBS: That's the last witness, I believe. Staff, where do we go from here?

MS. CHRISTENSEN: Commissioner, the next item on the schedule are the transcripts which will be due, I believe, October 20th. And briefs are due November 9th.

COMMISSIONER JACOBS: Very well. Any other matters to come before the Commission today? Thank you very much. This hearing is adjourned.

(The hearing adjourned at 4:00 p.m.)

STATE OF FLORIDA)

: CERTIFICATE OF REPORTER

COUNTY OF LEON)

I, JANE FAUROT, RPR, Chief, FPSC Bureau of Reporting FPSC Commission Reporter, do hereby certify that the Hearing in Docket No. 000649-TP was heard by the Florida Public Service Commission at the time and place herein stated.

It is further certified that I stenographically reported the said proceedings; that the same has been transcribed under my direct supervision; and that this transcript, consisting of 131 pages, Volume 9 constitutes a true transcription of my notes of said proceedings and the and the insertion of the prescribed prefiled testimony of the witnesses.

I FURTHER CERTIFY that I am not a relative, employee, attorney or counsel of any of the parties, nor am I a relative or employee of any of the parties' attorney or counsel connected with the action, nor am I financially interested in the action.

DATED THIS 20TH DAY OF OCTOBER, 2000.



JANE FAUROT, RPR
FPSC Division of Records & Reporting
Chief, Bureau of Reporting
(850) 413-6732

EXHIBIT NO. _____

DOCKET NO.: 000649-TP

WITNESS: Stip-1

PARTY: Staff

DESCRIPTION:

1. Official Recognition List

PROFFERING PARTY: STAFF

I.D. # Stip-1

FLORIDA PUBLIC SERVICE COMMISSION
DOCKET NO. 000649-TP EXHIBIT NO. 1
COMPANY/ WITNESS: FPSC Staff
DATE: 10-4-00

DOCKET NO. 000649-TP
OFFICIAL RECOGNITION LIST

FLORIDA COMMISSION ORDERS

1. Consolidated Docket No. 960833-TP
    a. Order No. PSC-96-1579-FOF-TP
    b. Order No. PSC-98-0604-FOF-TP
    c. Order No. PSC-98-0844-FOF-TP
    d. Order No. PSC-98-0595-PCO-TP

2. Docket No. 960838-TP
    a. Order No. PSC-96-1532-FOF-TP

3. Docket No. 961230-TP
    a. Order No. PSC-97-0294-FOF-TP

4. Docket No. 970804-TP
    a. Order No. PSC-97-1265-FOF-TP

5. Consolidated Docket No. 971140-TP
    a. Order No. PSC-98-0810-FOF-TP
    b. Order No. PSC-99-1989-FOF-TP

6. Consolidated Docket No. 971478-TP
    a. Order No. PSC-98-1216-FOF-TP

7. Docket No. 980281-TP
    a. Order No. PSC-98-1484-FOF-TP

8. Docket No. 980986-TP
    a. Order No. PSC-99-1477-FOF-TP

9. Docket No. 981008-TP
    a. Order No. PSC-99-0658-FOF-TP

10. Docket No. 981121-TP
    a. Order No. PSC-99-1089-FOF-TP

11. Consolidated Docket No. 981834-TP
    a. Order No. PSC-99-1991-PCO-TP
    b. Order No. PSC-00-0941-FOF-TP

12. Docket No. 990149-TP
    a. Order No. PSC-99-2009-FOF-TP

13. Docket No. 990649-TP
    a. Order No. PSC-00-0479-PCO-TP
    b. Order No. PSC-00-0540-PCO-TP
    c. Order No. PSC-00-0380-S-TP

14. Docket No. 990691-TP
    a. Order No. PSC-00-0128-FOF-TP

15. Docket No. 990750-TP
    a. Order No. PSC-00-0537-FOF-TP

16. Docket No. 991854-TP
    a. Order No. PSC-00-1519-PCO-TP

17. Docket No. 991220-TP
    a. Order No. PSC-00-1680-FOF-TP

18. Docket No. 991755-TP
    a. Commission order resulting from decision on August 29, 2000 Agenda Conference regarding issues identified in Order No. PSC-00-1000-PCO-TP[1]

FCC ORDERS AND RULES

1. FCC DN 96-98

a. Order No. 96-325	First Report and Order
b. Order No. 96-333	Second Report and Order
c. Order No. 96-394	Order on Reconsideration
d. Order No. 99-38	Declaratory Ruling- Inter-Carrier Compensation for ISP-Bound Traffic
e. Order No. 99-238	Third Report and Order (UNE Remand Order)
f. Order No. 99-355	Fourth Report and Order
g. Order No. 99-370	Supplemental Order
h. Order No. 00-183	Supplemental Order Clarification

2. FCC DN 98-147

a. Order No. 99-48	Deployment of Wireline Services Offering Advanced Telecommunications Capability
b. Order No. 99-330	Second Report and Order

[1] Subject to objection of the parties following release of the Order.

c. Order No. 99-355	Third Report and Order
d. Order No. 99-413	Order on Remand
e. Order No. 00-26	Fourth Report and Order
f. Order No. 00-297	Order on Reconsideration

3. FCC DN 99-295

a. Order No. 99-404	Memorandum Opinion and Order

4. FCC Rules — 47 C.F.R. Ch. 1, Part 51

COURT DECISIONS

1. Iowa Utils. Bd. v. Federal Communications Commission, 109 F.3d 418 (8th Cir. 1996)
2. Iowa Utils. Bd. v. Federal Communications Commission, 120 F.3d 753 (8th Cir. 1997)
3. AT&T Corp. v. Iowa Utils. Bd., 525 U.S. 366 (1999)
4. Iowa Utils. Bd. v. Federal Communications Commission, No. 3321 (8th Cir. June 10, 1999)
5. GTE Service Corporation v. Federal Communications Commission, 2000 U.S. App. LEXIS 4111 (D.C. Cir. Mar. 17, 2000)
6. Bell Atlantic Telephone Companies v. Federal Communications Commission, 2000 U.S. App. LEXIS 4685 (D.C. Cir. Mar. 24, 2000)
7. Southwestern Bell Tel. Co. v. PUC of Texas, 2000 U.S. App. Lexis 5642 (5th Cir. Mar. 30, 2000)
8. MCI Telecommunications Corp. v. Illinois Bell Telephone, 1999 U.S. Dist. Lexis 11418 (N.D. Ill June 22, 1999)
9. Iowa Utils. Bd. v. Federal Communications Commission, 2000 U.S. App. LEXIS 17234 (8th. Cir., July 18, 2000)
10. MCI Telecommunications Corp. v. Illinois Bell Telephone, 1999 U.S. Dist. LEXIS 11418 (N.D. Ill. June 22, 1999)
11. U.S. West Communications v. MFS Intelenet, Inc. et. al, 193 F. 3d 1112, 1124

FEDERAL ACT

1. The Telecommunications Act of 1996

FCC REPORTS

1. FCC DN 96-45, FCC 98-97 — Federal-State Joint Board on Universal Service Released April 10, 1998 (Report to Congress)

EXHIBIT _____

Docket No. 000649-TP

Deposition of Alphonso J. Varner

Offered by: WorldCom

FLORIDA PUBLIC SERVICE COMMISSION
DOCKET NO. 000649-TP EXHIBIT NO. 2
COMPANY/
WITNESS: Varner
DATE 10-4-00

STIP-AJV-D

In The Matter Of:

Petition of MCImetro/BellSouth Arbitration

ALPHONSO J. VARNER
August 7, 2000

BROWN REPORTING, INC.
ATLANTA, AUGUSTA, CARROLLTON, ROME & SAVANNAH
1740 PEACHTREE STREET, N.W.
ATLANTA, GA USA 30309
(404) 876-8979 or (800) 637-0293

Original File 0807VARN.ASC, 209 Pages
Min-U-Script® File ID: 2375267168

Word Index included with this Min-U-Script®

BEFORE THE
GEORGIA PUBLIC SERVICE COMMISSION

In Re: Petition of MCImetro Access Transmission Services, LLC and MCI WORLDCOM Communications, Inc. for Abritration of Certain Terms and Conditions Of Proposed Agreement with BellSouth Telecommunications, Inc. Concerning Interconnection and Resale Under the Telecommunications Act of 1996) Docket No. 11901-U "

DEPOSITION OF
ALPHONSO J. VARNER

August 7, 2000
9:30 a.m.

Suite 4300
675 West Peachtree Street
Atlanta, Georgia

Frances Buono, RPR, CCR-B-791

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Also Present By Phone:
Lee Fordham - Florida Public Service Commission
Michael Barrett - Florida Commission Staff
Jonathan Augu - Florida Commission Staff
J. C. Hinton - Commission Staff

Page 3

MR. TWOMEY: Before we start, just for the record, are you representing MCI WorldCom?
MR. ADELMAN: Yes.
MR. TWOMEY: And you are as well?
MR. O'ROARK: Yes.
MR. ADELMAN: While we are talking about preliminary matters, preserve objections, except as to form, all right?
MR. TWOMEY: Yes.
ALPHONSO J. VARNER,
having been first duly sworn, was examined and testified as follows:

EXAMINATION
BY MR. ADELMAN:

Q: Mr. Varner, you have been deposed many times before, correct?
A: Yes.
Q: You understand if you don't understand a question that I am asking that it is okay for you to ask for clarification, understand that?
A: Yes.
Q: And I invite you to do so. You understand we are going to go through some questions that relate to the arbitrations in

Page 4

Tennessee, Florida, North Carolina, and Georgia for WorldCom; do you understand that?
A: Yes.
Q: And you will be a witness in all four of those cases before those commissions?
A: I don't know.
Q: Do you know of any of the cases where you will be a witness?
A: Georgia for sure. I think that is really the only one that I know of for sure.
Q: Was testimony filed on your behalf in North Carolina?
A: That is what I was trying to remember. I just don't recall. I think it was.
Q: How does that work, when you file testimony, you write the testimony, correct?
A: Yes.
Q: And that represents your Sworn Statement, correct?
A: Yes, it does.
Q: Mr. Varner, a couple of preliminary general type issues.
Please describe your position at BellSouth.
A: Oh, I am senior director for regulatory

Page 5

is the title, and entails providing regulatory input and assisting and developing policy positions on various issues principally with the State Commissions, but some with the FCC because there is some overlap since the Telecommunications Act.
MR. FORDHAM: Excuse me. This is Lee Fordham. I don't know if I am the only one having this problem, but you are cutting out, both parties are cutting out, getting only about 50 percent of what is being said.
MR. ADELMAN: We will try to speak up a little bit. That is my fault, Lee. Is that a little better?
MR. FORDHAM: That is fine. But it will be normal volume and then totally cut off for a few seconds.
MR. ADELMAN: Well, we will do our best with these antiquated systems at BellSouth. How did that sound?
MR. FORDHAM: Well, still cutting out, it may be just my connection.
MR. HINTON: Lee, this is Casey. I believe it is your connection. I am coming through fine.
MR. FORDHAM: I am going to sign off

Page 6

and dial in again.
MR. TWOMEY: Let's go off the record for a minute.
(Discussion ensued off the record.)
Q: (By Mr. Adelman) Mr. Varner, we were discussing your responsibilities at BellSouth. Did I hear you say that you are the director of your division?
A: Senior director.
Q: Senior director. Does that mean you are in charge? You are the boss in your group?
A: A boss. There is always another boss.
Q: Well, in the Regulatory Group as far as state regulatory affairs are concerned, are you the chief or head person in your group?
A: No. I have a supervisor.
Q: Who is your supervisor?
A: Allen Price.
Q: What is his title?
A: Assistant vice president, I think it is state regulatory.
Q: And how many people report to you, Mr. Varner?
A: None.
Q: How many people work in your group?

Page 7

A: In my group, I have no reports.
Q: So you don't supervise anyone?
A: Not as a direct report. I have people who do work for me that actually are direct reports to others.
Q: How many people do work for you?
A: That depends on any given case.
Q: Well, let's take this case.
A: Probably 10 or so.
Q: And those people assist you in formulating policies?
A: Somewhat in that but mainly more assist in identifying information, finding information, providing input into what our positions are and so forth.
Q: Who assists you in formulating policies?
A: Well, in formulating my recommendations?
Q: Correct.
A: Not really anyone.
Q: But these are reviewed by Mr. Price before they are filed?
A: Typically or Mr. Bush, depending on — or both, depending on the nature of the issue.
Q: But your recommendations speak for BellSouth, correct?

Page 8

A: Yes.
Q: Mr. Varner —
A: At least my testimony does.
Q: Mr. Varner, let's take Georgia first. Do you believe that the Georgia local exchange markets are competitive?
MR. TWOMEY: Object to the form of the question. What do you mean by "competitive"?
Q: (By Mr. Adelman) Do you understand the word competitive, Mr. Varner?
A: No, not really. That is why I was hesitating in the answer.
Q: What does the word competitive mean to you?
A: It can mean a number of different things depending on the context in what you are trying to describe.
Q: Well —
A: It doesn't have a single definition, I don't believe.
Q: Well, I want to be clear here. When we are discussing competition in the local exchange market, in that context, what does competition mean to you?

Page 9

A: In that case, it means that we have taken the actions that we are obligated to take in order to open up the market to allow others to provide local service in the market as required by the Telecom Act.
Q: In your opinion, with regard to Georgia, is there competition in the local exchange markets?
A: Yes.
Q: What about with regard to Tennessee?
A: Yes.
Q: What about with regard to North Carolina?
A: Yes.
Q: And Florida?
A: Yes.
Q: And the criteria you use for purposes of determining whether there is competition in the local exchange market is whether BellSouth has taken certain actions; is that correct?
A: Yes. With respect to the definition that we are using here. Like I say, competition can have a number of different definitions. That is the one I am using.
Q: Well, I want to make sure you understand. We are using your definition because that is your definition of competition in this

Page 10

context, correct?
A: Yes.
Q: Mr. Varner, I now want to turn to some issues in the petition of WorldCom that was filed in these four states. Have you read WorldCom's petition?
A: I read the Georgia petition. I don't believe that I have read the other two — the other states.
Q: In your pre-filed testimony when you refer to an issue and you refer to the WorldCom position on an issue, is that based on what others have told you or is that based on your reading of the Georgia petition?
A: Based on my reading of the Georgia petition. I had people compare that petition with others to see what differences and so forth there were. And I did look at, you know, instances where there were differences.
Q: Well, help me out. Compare with other petitions of WorldCom or other petitions —
A: Of WorldCom.
Q: Mr. Varner, are there services for which BellSouth uses electronic systems to order and provision for BellSouth retail local customers?

Page 11

A: We do have electronic ordering for some of our retail services. I don't believe we have any electronic provisioning.
Q: What about pre-ordering, do you know what pre-ordering is?
A: Yes. We do have some electronic pre-ordering for some services.
Q: And there are electronic ordering systems made available by BellSouth to be utilized by CLECs to order service for CLEC retail local customers, correct?
A: Yes.
Q: And is the same true with regard to pre-ordering?
A: Yes.
Q: So we have electronic systems used by BellSouth and electronic systems used by CLECs, correct?
A: For some services.
Q: Well, that is a good point. Are there services for which BellSouth has electronic systems but CLECs do not have available electronic systems?
A: Not for ordering or pre-ordering, to my knowledge.
Q: Well, let's talk about some examples.

Page 12

Does BellSouth have electronic access to make up information for pre-ordering purposes?
A: I don't know. You need to ask Mr. Pate. That capability was being developed supposedly — was supposed to be ready in July and I just don't know.
Q: Well, you may have misunderstood my question. Does BellSouth have available to BellSouth electronic access to loop makeup information?
A: Same answer. I was answering for BellSouth.
Q: Has BellSouth made available electronically to CLECs loop makeup information for pre-ordering purposes?
A: Again, you will need to ask Mr. Pate. That was supposed to be done as well in July.
Q: Well, assuming that BellSouth does have access for BellSouth to loop makeup information electronically, but BellSouth has not made such access available to CLECs for CLEC use, in your opinion, would that meet the Act's requirements of parity, as you understand such requirements?
A: Nondiscriminatory treatment, and it could.

Page 13

Q: So BellSouth could have certain electronic capabilities and CLECs would not have those electronic capabilities, but you believe it would still be nondiscriminatory access?
A: It could.
Q: Well, could you elaborate on your answer "it could," please.
A: Yes. It could be a temporary situation wherein a capability that we already had some electronic means of handling, and we were obligated to provide a CLEC, similar electronic means, it may take some time to develop that and as long as we are actively pursuing that development and providing a reasonable amount of time I think just for that interim period, I don't think that would constitute nondiscriminatory access.
Q: Let's talk about that interim period. BellSouth has charges it assesses to CLECs for electronic ordering, correct?
A: Yes.
Q: And BellSouth has charges it assesses to CLECs for manual ordering, correct?
A: Well, no. We don't really have separate charges for manual ordering, the cost of manual ordering is included in a nonreferring charge,

Page 14

typically, for whatever it is that the CLEC is ordering.
Q: All right, maybe we should back up a little bit. What is manual ordering? What does that mean to you?
A: The CLEC submits the order through some kind of paper, either they fax the order or they call somebody to place the order over the phone, if that capability is available. Typically what CLECs have been using when it is a manual order is a fax. They fax a form to BellSouth.
Q: And a CLEC would do that either in cases where it chooses to do that or in cases where BellSouth does not have an electronic means available, correct?
A: I am not sure those are necessarily different. They would do it — by first you mean there is an electronic means available and they opted not to use it and opted to use manual, then yes. Or they could — or it is the case wherein, as you said, there is no electronic means available for them to submit the order.
Q: And in both cases, BellSouth assesses or recovers its costs through a manual ordering charge which is a nonrecurring charge, correct?

Page 15

A: Well, typically if it is a manual order, that cost is included in a nonrecurring charge with the unit. It is a separate manual ordering charge like we have with electronic ordering. Electronic ordering is a separate charge for the electronic ordering.
Q: Is it more expensive to order a UNE manually or electronically?
A: Manually.
Q: And that is because the nonrecurring charge associated with manual ordering of a UNE is higher than it would be if the ordering was done electronically by a CLEC, correct?
A: Yes. Because it costs us more to do it that way.
Q: BellSouth's position in these arbitrations, as I understand it, is that where a CLEC orders manually, regardless of the reason for the decision to order manually, the manual ordering charges apply, correct?
A: No, that is not.
Q: Well, why don't you explain why it is not correct, please.
A: When a CLEC places an order manually, if, in fact, there is an electronic interface available

Page 16

and for whatever reason it is down, it is just not working for whatever reason, other than regularly scheduled maintenance that has been agreed to by the parties, obviously you have to do that, but if we have a problem and the electric interface is down and the CLEC has to submit the orders manually, they have to still pay the electric ordering charge even though they submit it manually.
Where there is no electronic interface or if there is one and the CLEC chooses not to use it, then they would also pay for manual ordering in those two instances.
Q: So the key to your analysis is whether an electronic interface is available, correct?
A: Yes.
Q: And BellSouth determines whether an electronic interface is available, correct?
A: We actually implement the electronic interface. The decision about whether it is available or not is really more of an industry and regulatory agency decision.
Q: BellSouth controls the implementation of electronic interfaces, correct?
A: No, not really.
Q: Well, BellSouth implements electronic

Page 17

interfaces; you said that, didn't you?
A: Yes.
Q: And what do you mean by implement in that case?
A: We do the software; whatever hardware it needs to be purchased, we have to purchase it, and actually bring it online.
Q: BellSouth decides to bring systems, electronic systems, online voluntarily in some cases; does it not?
A: Not to my knowledge.
Q: So you only bring electronic systems online if you are ordered to do so?
A: No, that is not the case either.
Q: Under what circumstances does BellSouth decide to bring an electronic interface online?
A: There are a number of them, and Mr. Pate can give you a lot more detail than I can. But we bring — there are ordering — there is ordering and billing for it which is an industry-wide standards body that defines standards for, among other things, ordering.
I don't know for sure whether they have done pre-ordering or not, but I know they have for ordering.

Page 18

We have a change control process wherein BellSouth and the CLECs all participate in that process to determine changes and so forth in the electronic systems and agree on when versions, new releases, and so forth be brought online.
So, those are two processes that are in place that would commit us to doing certain things which are not just our unilateral decision about how to do it or when to do it.
Q: Are there any cases in which BellSouth has exercised a unilateral decision, as you used the term, to bring an electronic interface online, as you put it?
A: I don't know.
Q: Now you are the witness for Issue Number 1, covering Issue Number 1 in this case; is that correct?
A: Yes, I am.
Q: There are cases where regulatory agencies order you to bring an electronic interface online, correct?
A: I don't recall any. Well, back up. FCC did way back when they initially were dealing with their interconnection rules. They put out some requirements with respect to electronic interfaces

Page 19

and what they had to cover and so forth. And they have put out some other requirements since then.

When I was initially answering I was thinking about State Commissions. There probably have been some orders, some specific requirements, that State Commissions have put on us.

Q: Now, with regard to timing — well, strike that.

When you say to bring a system, electronic interface, online, what do you mean?

A: I mean developing the software and the hardware and so forth that it will take to make the interface function.

Q: And BellSouth is responsible for the development of the hardware and software to make a system function, correct?

A: At least in part. We are responsible for the things that we have to do in order to make it functional. We are not responsible for things that the CLEC may have to do in order to effect it.

Q: And the timing of bringing a system online, as you put it, is controlled by BellSouth, is it not?

A: No. I think I have answered that. Depending on the nature of the item, it could be

Page 20

controlled by a number of different parties.

Q: But as far as the part that BellSouth is responsible for, BellSouth decides what level of resources it will bring to bear on development associated with bringing an electronic interface online, correct?

A: No, not really. We decide, obviously, on what resources are required in order to meet the obligations that we have to meet.

Q: So it is BellSouth that decides what resources are required in BellSouth's understanding of the requirement, correct?

A: Yes. What it takes to effect the requirement.

Q: BellSouth also develop systems, its own electronic systems, for its own use to provide service to its retail local customers, correct?

A: Yes.

Q: And BellSouth, in that case, also decides what resources are needed to meet its requirements, correct?

A: Yes.

Q: Let's go back to our example of loop makeup information, Mr. Varner. You indicated that in some cases the Act's requirement of

Page 21

nondiscriminatory access or parity is often referred to, can be met even where BellSouth has certain electronic capabilities and has not yet made such capabilities available to CLECs, correct?

A: Yes.

Q: If BellSouth had electronic access to loop makeup information but CLECs did not have electronic access to loop makeup information, would that, in your opinion, meet the Act's requirement of parity?

A: It could.

Q: Well, can you elaborate on your "it could" answer, please.

A: Same as I said before, the FCC's determine we have to provide access to loop makeup information. I really don't recall whether they said electronic or not. Mr. Pate keeps up with that. I really don't.

Q: Go ahead.

A: So if, in fact, we did not have an obligation at all to provide electronic access to loop makeup information, then yes, we could meet the nondiscriminatory requirement.

If we did have such an obligation on us to provide electronic access, we could still meet it

Page 22

as long as we were in the process of developing it within a reasonable time frame, even if BellSouth already had it and the requirement came online which, if I remember right, that requirement, if it exists, came out of the 319 order.

As long as we were progressing and provided it within a reasonable amount of time we would still be meeting the nondiscriminatory access test, in my opinion.

Q: Who would decide what is a reasonable amount of time?

A: That would depend on the nature of it. For loop makeup, I am not sure how it was done in that case.

Q: Now, if BellSouth is working on an electronic system for CLECs —

MR. O'ROARK: Off the record for a minute.

(Discussion ensued off the record.)

Q: (By Mr. Adelman) Mr. Varner, we were talking about access, electronic ordering systems. If BellSouth was in the process of developing an electronic interface for use by CLECs where BellSouth already had such electronic interface available for its own use, you believe that it would

Page 23

be reasonable for BellSouth to charge CLECs for costs associated with manual ordering until the electronic system design for CLECs is brought online, correct?
A: And they actually used it and placed orders over it.
Q: Now, BellSouth incurs costs for electronically placed orders; is that correct?
A: Yes.
Q: And BellSouth incurs costs for manually placed orders, correct?
A: Yes.
Q: Electronically placed orders happen more quickly, correct?
A: In terms of order transmission, I would say typically that is probably true.
Q: And electronically placed orders typically are more efficient; is that correct?
MR. TWOMEY: Object to the form of the question. More efficient than what?
Q: (By Mr. Adelman) Let me rephrase the question, Mr. Varner. Tell me if you don't understand my use of any of the terms.
When compared to manually placed orders, are electronically placed orders more efficient?

Page 24

A: I don't know. I am having difficulty with what you mean by the term "efficient."
Q: Are they more accurate?
A: Not necessarily.
Q: We have already established that they are faster, typically, correct?
A: For transmission, I think typically they are faster.
Q: Well, what do you mean when you say "for transmission"?
A: Well, on an electronic — a lot of that depends on what the CLEC has done. But typically what a CLEC will do is that they have the back office system that allows them to take the order and when they take it, they already have it in the computer format, they can just send it, whereas if it is a manual order they will typically have to take the information, transcribe it over to a form, send it and then send it through fax.
So that is why I would say typically I would expect that the process of actually transmitting the order to BellSouth is faster, I would think, than the manual.
Q: Now what about for pre-ordering systems? Are electronic pre-ordering functionalities more

Page 25

efficient than manual pre-ordering capabilities?
A: The CLEC would have to answer that. I have heard some cases where CLECs prefer manual processes over electronic. So that is going to depend on each individual CLEC whether it is more efficient for them to do it one way or the other.
Q: What does BellSouth prefer, electronic access to pre-ordering information or manual access?
A: Depending on the service. In some cases we prefer electronic, some cases we prefer manual.
Q: Well, let's say for purposes of assessing the makeup of a loop for BellSouth, a BellSouth DSL service offering, does BellSouth prefer electronic access or manual access?
A: I am not sure. You will have to ask Mr. Pate. For a long time I know that it was manual. That was the process. And I am not sure that that is — as I said, I am not sure it has changed yet. We were in the process of trying to develop a capability. I just don't know where it all stands.
Q: Let's go back to the cost associated with ordering. I think we agreed, and I know I have already asked you this, but I am not sure how you exactly answered this, but we agreed that manual

Page 26

ordering processes cost BellSouth more than electronic ordering processes that it provides to CLECs, correct?
A: Yes, for the ordering work, yes.
Q: Now, if BellSouth is not compensated fully for costs it incurred, then it has an incentive to change something about the system, correct?
A: No, not necessarily. It has something to change — it has an incentive to change the price that is compensatory, doesn't necessarily give you an incentive to change the system.
Q: Let's cut right to it. If BellSouth is in the process of developing an electronic system for use by CLECs, and during the period of development it is not allowed to recover costs associated with manual orders placed for the same service, would it have a strong incentive to complete the development and bring online the electronic interface?
A: Wouldn't have any stronger incentive because of the fact that we were not being allowed to recover the costs that we incurred during the interim.
Q: So money is not a strong incentive to

Page 27

BellSouth; is that what you are telling me?
A: It doesn't increase the incentive. We already have a strong incentive to fulfill our obligations under the Act, and just not allowing us to recover our cost isn't going to give us a stronger incentive.
Q: So all other things being equal, if BellSouth had an opportunity to recover costs where it otherwise would not recover costs, that doesn't add to your incentive; is that what you are telling me?
A: I can't say that as a general statement; but with respect to the issues we are discussing here, developing, ordering, pre-ordering systems, it would not.
Q: So you agree as a general proposition that where there are losses associated with failure to perform or failure to complete a system, company such as BellSouth will complete that system, correct?
A: Would you repeat that.
Q: Sure. Generally speaking, where there are lost revenues associated with failure to complete a system, companies will complete that system?

Page 28

A: No, I wouldn't say that as a general matter either.
Q: Are there stronger incentives to perform where there is a failure to recover costs for nonperformance?
A: You can't make that as a general statement either.
Q: Just I want to be clear because I am saving some questions here for Mr. Pate, you have deferred some questions to him.
What is your understanding of Mr. Pate's responsibility with regard to Issue Number 1 in this arbitration?
A: I am not really sure that he has any. Issue 1 is really dealing with, as I understand it, the issue of when the manual and electronic charges should apply. To the extent that MCI needs information regarding these specifics of various type systems and ordering capabilities and so forth, that is what Mr. Pate has.
Q: So he would be able to tell me whether electronic means are more efficient than manual means, but he would not be able to talk to me about cost recovery associated with the electronic versus manual?

Page 29

A: No. No. I would talk to you. I don't think he would be able to talk to you about the efficiency issue. What he would be able to tell you is what type of systems we have, how they work, what we have to do for CLECs, how those systems work, what we have planned.
He can talk to you about the processes that we have for modifications and submitting to bringing systems online. Those are the kind of issues he could address.
Q: It is your understanding that CLECs have to do some things on their side of the box, so to speak, to prepare to interface with BellSouth electronically, correct?
A: Some cases, I am sure that is correct. I don't know if that is correct in all cases.
Q: And CLECs incur costs associated with building on their side of the box, correct?
A: Yes. To the extent that they do that, they obviously would incur costs for work that they did on their side of the box.
Q: Now, in some cases BellSouth uses manual systems, correct?
A: Yes.
Q: And in those cases, CLECs would also use

Page 30

manual systems, correct?
A: They may. They may not.
Q: Do you know of any example where a CLEC has electronic systems provided — interfaces provided by BellSouth but BellSouth uses manual systems for services to its own customers?
A: No, I don't know of any.
Q: Okay. Do you know of any instances where BellSouth has electronic means and CLECs do not?
A: Not with respect to anything we are obligated to provide. No, I am not aware of any of those circumstances.
Q: If there was a circumstance where you were obligated to provide an electronic system to CLECs and BellSouth already had an electronic system for its own use, in that case, BellSouth proposes to charge the manual ordering charges to the CLECs only if BellSouth is developing the electronic system for CLECs in a reasonable time; is that your testimony?
A: No.
Q: Let's explain why your answer is no to that question.
A: If we have an obligation, if we already have an electronic interface, it is a new requirement for us to provide that capability to a

Page 31

CLEC and we already had the capability already developed, obviously it is going to take some time to develop it for the CLEC because it doesn't exist at that instance at which we are obligated to do it if the order is written that way.

When I say "order," I am talking about regulatory order, not the order that the CLEC places to us. So as long as we are working to develop that within a reasonable time frame, I think we are meeting our obligations under the order and meeting our obligations under the Act in providing nondiscriminatory access.

But the fact is is that we are still incurring costs to handle orders manually. They are not being handled electronically, they are being handled manually, so we would charge the manual ordering charge until such time that the CLEC actually submitted the orders electronically and then when they did that, we would provide an electronic ordering charge.

Q: Do you think BellSouth could have an advantage in providing retail local exchange services if it had available for its use electronic systems and CLECs had available only manual systems?

A: Not to date, no.

Page 32

Q: You don't think BellSouth — okay. Why do you say "not today"?

A: Because we have electronic interfaces available to handle a substantial volume of the orders involved with the local exchange service, particularly involving basic local exchange service.

So if there was some capability that came online at this stage of the game, it would either be a very new service and the market's really not developed yet or it could be an existing service but the volume would be relatively small.

At one time, you know, that may — there may have been a case several years ago wherein there were really no CLEC electronic interfaces and we did and there would have been a disparity at that point in time.

Q: Let's go back to our example since we already started it. Loop makeup information, if BellSouth has access to loop makeup information for pre-ordering purposes and CLECs do not have electronic access to loop makeup information, does BellSouth have an advantage in providing services which rely upon knowledge of the loop makeup?

A: No, I really don't think so at all.

Page 33

Q: Explain why you don't think so.

A: Well, when you say "loop makeup," that information, as I understand it, is typically being used in the case where CLECs are trying to provide some form of a DSL type service, some X, letter X DSL, which is typically a DSL service.

Now, in order to provide that capability, the CLEC would need to know if they are going to use the customer's existing loop, whether that loop's a DSL capable or not. And they have the ability to obtain that electronically to the same extent BellSouth does by accessing the database that we have.

Some CLECs will say, well, in addition to that we want to know what the actual makeup of the loop is for reasons of their own.

But I don't see that having had the actual loop makeup is going to, in any way, affect their ability to be able to offer the service. They have access to the same information that we have with regard to whether, according to our records, the loop is a DSL capable having the details of what constitutes the makeup of the loop —

Q: Does BellSouth — I am sorry. Does BellSouth have electronic access to

Page 34

the details?

A: I don't know. You will have to ask Mr. Pate. That was something that was under the development. I think it was supposed to be ready in July, but I don't know for sure.

Q: Mr. Varner, I am going to ask you a hypothetical. In the hypothetical, assume that BellSouth has access to an electronic interface for a service and has not made electronic interfaces for the same service available to CLECs. Do you understand the facts thus far?

A: Not really. I think they need to be more specific. What specific aspect of the service are we talking about?

Q: BellSouth has the ability to order for BellSouth customers through electronic means, but CLECs may only order the same services for its customers through manual means. Do you understand that question, those facts?

A: Well, I am not sure they are facts. I understand what you are —

Q: The premise?

A: Yes, the premise of the hypothetical.

Q: I am asking you to assume BellSouth has electronic ordering capability for services and

Page 35

CLECs do not.
MR. TWOMEY: This is a hypothetical since we are a little bit removed?
MR. ADELMAN: Correct.
MR. TWOMEY: You are not asking him to confirm that that is true, because it is not. I mean, you are just asking him to use that as a hypothetical; is that right?
MR. ADELMAN: Thank you for that clarification.
Q: (By Mr. Adelman) You don't know whether there are any cases where that is true or not, do you?
A: Where what is true?
Q: Where BellSouth has electronic systems for ordering and CLECs do not have available to them electronic systems for ordering?
A: Not for anything where we are obligated to provide electronic ordering.
Q: Now, hypothetically, if BellSouth has electronic ordering systems and BellSouth has not made available to CLECs electronic ordering systems and BellSouth is not in the process of developing such systems for CLEC use, is it BellSouth's position that it will still charge the manual

Page 36

ordering charge to the CLECs when the CLECs go through the manual ordering process?
A: I don't know of any situation like that that exists.
Q: Well, I am asking you hypothetically.
A: Oh, okay. And would you —
Q: My hypothetical with BellSouth, would it be BellSouth's position that the manual ordering charges should apply?
MR. TWOMEY: Let me object to the form of the question. You asked the witness the hypothetical. He is going to testify about BellSouth's actual policies which are developed in response to actual circumstances.
Are you asking him to develop new policy as he is sitting here on an issue which he said does not exist?
Q: (By Mr. Adelman) I am asking you to —
MR. TWOMEY: Because you are asking him what BellSouth's policy would be.
MR. ADELMAN: I am asking him a hypothetical which are appropriate questions on deposition.
Q: (By Mr. Adelman) I am asking you how you

Page 37

would apply BellSouth's policy to that hypothetical. Do you understand the question?
A: I understand the question, but I have no — we don't have a policy like that. I mean, we have never — I don't — our policy wouldn't even be applicable in that case because our policy is to develop what we are obligated to do. So it sounds like from the hypothetical it is what if BellSouth did not develop what it was obligated to do, then what would it charge. Well, we haven't thought through that because we don't intend to do that.
Q: So it is BellSouth's position that the manual ordering charges apply to CLECs where there is an electronic interface available and the CLEC chooses to use a manual process, or where BellSouth is in the development of the electronic interface and the CLEC is prohibited from electronically ordering because there is no electronic interface available, correct?
A: No, that is not really complete because in the second instance, if we were doing it within a reasonable — we were doing it within a reasonable time frame, which is what we are obligated to do, then the manual ordering charge would apply.
Q: So let me — I just want to understand

Page 38

your position in the case.
It is BellSouth's policy that where an electronic interface is available to CLECs, or where BellSouth is in the process of developing an electronic interface in a reasonable time, and the CLEC uses manual ordering in either case, that the manual ordering charge applies, correct?
A: And the third situation is where BellSouth does not have electronic ordering for itself and it uses manual ordering for itself and the CLEC uses manual ordering, the manual order charge would apply in those cases. But those are just positions. Our policy is to provide what it is we are obligated to provide to CLECs.
Q: Now, sometimes it can take a long time to develop an electronic interface for use by CLECs, can't it?
A: That is a little bit too broad for me to respond to. I don't really know what you mean by "a long time."
Q: It can take years, can't it?
A: I really don't think so. Well, it depends on what it is. It may. But I am thinking back, I don't recall an instance where that has been the case.

Page 39

Q: Well, what is the longest time you recall from start to finish for development of an interface?
A: You might ask Mr. Pate. It would probably be better asking him. Because what happens is we develop an interface and then we refine it over time.
Q: So there is a testing period?
A: No. Not so much a testing period as so much like anything else. We develop an interface, it provides the basic capability as time goes on, people want things added to it, or want things done differently, that improves its functionality to them, and we do that.
So when you are talking about how long it takes, it is somewhat in the eyes of the beholder how long it takes.
Q: But it is also a decision for BellSouth as to what resources are required to meet the requirement which causes the need to develop the electronic interface, correct?
A: I don't quite understand that.
Q: Well, we already said that BellSouth is going to develop any interfaces that are required to meet the dictates of the Act, correct?

Page 40

A: Yes.
Q: And BellSouth is obligated to perform development associated with rolling out or bringing online those required interfaces, correct?
A: Yes, that is right.
Q: And you believe that a manual ordering charge is appropriate so long as BellSouth is to develop such interfaces in a reasonable time, correct?
A: Assuming they have to be developed at all.
Q: Understood.
A: Yes.
Q: And BellSouth then decides what resources are necessary to meet the requirements that the interface be brought online, correct?
A: Yes. But BellSouth does not necessarily decide what a reasonable time frame is to complete that work.
Q: Okay. Mr. Varner, in your rebuttal testimony you refer to corrections to certain errors related to UNE rates; do you recall that?
A: Yes.
Q: What errors — can you just tell me what errors you corrected? And I am referring to your

Page 41

Georgia testimony.
A: I don't know that I — I am trying to remember whether I actually identified the specific ones or not. I don't think I did. Let me just look —
Q: How would we know? How would I know what you are referring to on Page 4 of your — what you have changed from Page 4 of your direct testimony? I am trying to understand what the differences between the exhibit you filed as direct and exhibit you filed as rebuttal?
A: Yes.
MR. TWOMEY: When you get to a convenient breaking point I would like to take a few minutes.
MR. ADELMAN: This is probably a good point. If you want to look at those two exhibits at a break.
THE WITNESS: All right.
(A recess was taken.)
Q: (By Mr. Adelman) Mr. Varner, before the break I asked you to compare the pricing exhibits you filed with your direct with the one you filed with your rebuttal. Have you done so?
A: Yes.

Page 42

Q: Can you tell me what the changes were that you made?
A: Well, I could either go through them individually or — excuse me, they are identified on the rebuttal depending on what kind you have. Anything that is different is shaded on the rebuttal exhibit and it is also italicized.
Q: Why did you make those corrections?
A: Well, a number of reasons. In some cases it was things that we noticed that got omitted and needed to be added. Other cases it was just typo, we typed in the wrong number and the number needed to be corrected.
Q: With regard to your Georgia testimony, are all of the rates in your exhibit rates which were approved by the Georgia Public Service Commission previously?
A: I don't believe all of them were. A great majority of them are.
Q: Which ones are not?
A: I think I address those in the testimony.
Q: Let me make a general statement, maybe I can help you out —
A: It is Issue 2.

Page 43

Q: It is Issue 2 on Page 4. Look at Line 5.
A: That should be it.
Q: Tell me —
A: Either various dockets with the Commission approved rates, but it would be rates that the Commission approved.
Q: So when you say "Commission," you are referring to the Georgia Commission?
A: Yes.
Q: So it's only rates — the only rates that you are sponsoring in this case are rates which have previously been approved by the Georgia Commission?
A: Yes. That is the way it appears to be.
Q: So it is not your intent, then, with this testimony to sponsor rates which have not already been approved by the Georgia Commission?
A: Yes. Let me be clear on that. We have rates in here that were rates that came out of the SGAT proceeding which, now that I think about it, the Commission allowed to go into effect. I don't think they issued an order approving the SGAT. They simply allowed the SGAT to go into effect or the rates that we filed with the Commission in that docket are also in here and those rates are in

Page 44

effect. I don't think technically the Commission issued an order approving those rates.
Q: So these are —
A: They just didn't disapprove them.
Q: So these are a combination of rates approved in Georgia Docket 7061 U, rates approved in the generic combinations docket, and rates which went into effect as a result of BellSouth filing such rates in its — in the Georgia SGAT docket, which I think is 6863 U?
A: 7253 U.
Q: 7253 U; is that correct?
A: And I have another docket which I don't recall the number of, docket number is 7061, that is obviously the generic pricing docket.
Q: 10692 is the combination —
A: — docket, and then 10418.
Q: What is that?
A: That is the one I was trying to remember what the caption on that docket was.
Q: Now do you agree that there is a different level of scrutiny applied by the Commission to rates which are approved versus rates which are allowed to go into effect in Docket 7253 U?

Page 45

A: No.
Q: Do you think the Commission applies the same level of scrutiny whether rates are filed in 7253 U and allowed to go into effect or are approved, for example, in the context of a generic proceeding such as 7061 U?
A: I don't know.
Q: Is it I don't know or is it no?
A: I don't know.
Q: So you don't know what level of scrutiny the Commission applied to the rates which were allowed to go into effect in 7253 U, do you?
A: No.
Q: Mr. Varner, the Telecommunications Act of 1996 requires that BellSouth provide to CLEC certain services for purposes of CLECs reselling those services at retail; is that correct?
A: Yes. At wholesale discount.
Q: And Issue 3 deals with this issue of resale and the appropriate discount, correct?
A: Yes.
Q: Now there is a dispute between my client and your employer with regard to when the wholesale discount must apply, correct?
A: Yes.

Page 46

Q: And BellSouth takes the position that the wholesale discount applies only on limited circumstances, correct?
A: I am not sure what you mean by "limited."
Q: In less cases than, for example, WorldCom, would think the wholesale discount applies?
A: Yes.
Q: What is the wholesale discount rate in Georgia; do you know?
A: No, I don't remember.
Q: Do you know the wholesale discount in Tennessee?
A: I don't remember.
Q: Florida?
A: No.
Q: North Carolina?
A: No.
Q: What is the SMARTRing service?
A: A description of it is a service that is deployed as a self-healing ring, I think it is DS1 capacity, the unit in which it is sold in, use a ring with self-healing characteristics.
Q: And BellSouth provides that service to

Page 47

its retail customers, correct?
A: Yes, we do.
Q: And BellSouth also provides that service at wholesale, correct?
A: I don't know that we do or not. I know we provide an access service that has those same — well, at least similar type of characteristics, you can buy an access service that has a self-healing policy and so forth. I don't know if it is exactly the same. Technically has the SMARTRing retail offering.
Q: You wouldn't call different — two different services by the same name, would you?
A: It might happen. But, in this case, I doubt it. Well, yeah, we would, I mean, if we are calling both of them SMARTRing then, yeah, they are two different services but with the same name.
Q: And the same capability?
A: Yes.
Q: Let me understand —
A: If that is the case.
Q: Let me understand this. It is possible then for a service to have — two services to have the same capability and to have the same name but, in your mind, can be different services?

Page 48

A: That is possible.
Q: Is that the case —
A: We typically try not to do that.
Q: Is that the case with SMARTRing in Georgia?
A: I don't know. I know we have a SMARTRing retail offering. I don't know, I haven't looked at it in the access tariff to see what it is called or if it is called anything with regard to a trade name in the access tariff.
Q: Would it be helpful to compare the access tariff offering with the general service — general subscriber service offering to determine whether the services are the same or different? Is that how you would do that?
A: Yeah. Well, I would start with that. That may not be sufficient. But that is where I would start.
Q: Well, I would like to do that. Is that something — do we have access to the tariff here?
MR. TWOMEY: Here is what you have requested.
Q: (By Mr. Adelman) Mr. Varner, I am going to hand you some copies of excerpts from BellSouth's Georgia tariffs. I would like you to look at what I have handed you and see if that is sufficient for you to answer my question with regard to whether the service provided in the access tariff is the same as the service provided in the GSST.
And I may not have excerpted the right sections because I was thinking we would have a tariff book here over at BellSouth.
MR. TWOMEY: Well, let me just be clear. I have handed to you and you have handed to the witness the entire stack of what you have requested, so it actually may be more than just the Georgia SMARTRing. If you want to go through it.
MR. ADELMAN: Okay.
Q: (By Adelman) Do you have Section 2.6 of the access tariff there?
A: Wait a minute. 2.6?
Q: I think you will find in the access tariff, at least, it is Section 2.6?
A: Well, it is 7.2.
Q: Okay.
A: In the access tariff.
Q: SMARTRing is there?
A: Well, there is a service here that is identified as SMARTRing, and it looks like — okay,

Page 49

Page 50

here it is. Just looking at it, it looks like the services are different.
Q: What is different about them?
A: Well, again, I am just looking, just starting out. When you look at the general section, 7.2.16 A. 1. of SMARTRing, it gives a general description of it, and those two look like they are pretty similar.
If you put B7.7.1 A. and B. together, it looks like it is pretty similar to 7.2.16 A. 1., and it talks about capacities and so forth.
But there are a lot more — there is a lot more information with regard to how the access service can work with different capacities than it is with the tariff, with the private line service, which makes me wonder whether the private line service can even do that or not, because I don't see any of that information in the private line tariff, but I do see it in the access tariff.
Q: Okay. Let me just — because trying to simplify this for myself. You have before you copies of — a copy of an excerpt from the access tariff, correct?
A: Yes.
Q: And a copy of an excerpt from your

Page 51

Georgia private line tariff, correct?
A: Yes.
Q: And in both tariffs there is a service referred to as SMARTRing, correct?
A: Yes. It uses the SMARTRing name, the access tariff. It also says also known as BellSouth Dedicated Ring. But they both use the SMARTRing service mark on them.
Q: And they at least with regard to the capability, you said the descriptions seem to be the same, correct?
A: Well, no, in terms of the general — the high level capability, they seem to be the same in terms of the basic functionality, you know, the minimum functionality that they provide. That seems to be at least similar. I didn't compare it exactly. But it appears to be similar.
Q: And customers can buy services from either one of those tariffs, correct?
A: Yes, they can.
Q: Customers can buy the SMARTRing services referenced in either one of those tariffs, correct?
A: They can buy the same service in either one of those tariffs. They wanted the private line service they have to buy it at a private line

Page 52

tariff. They want the access service, they have to buy the access.
Q: And if WorldCom bought either of those services for resale, the Act requires that a wholesale discount would apply, correct?
A: No.
Q: Explain to me your answer.
A: I mean —
Q: Explain to me why it would not apply and in which case.
A: Oh, okay. Wholesale discount applies to services that are offered at retail to telecommunications carriers — to customers other than carriers.
The service in the access tariff is not a service that is — is generally offered — is a service that is generally offered as a wholesale service, is offered to carriers, even though there are no use restrictions on it and if a customer who is not a carrier wants to buy it, they can buy it. They are not prohibited from buying it. But that is not the primary customer base that this is offered to.
So when the FCC looked at that they determined that those services would not require the

Page 53

application of the wholesale discount, they didn't see the access services as being services that met the wholesale discount criteria of the Act. So the wholesale discount wouldn't apply to the service out of these seven, but it would apply to the service out of B7.
Q: So then you believe the SEC has said that services provided through the access tariff are not subject to a wholesale discount; is that correct?
A: With respect to BellSouth, that is correct, because the only services we have in the access tariff are access services.
Q: Who decides whether a service is going to be offered through the access tariff or through the private line tariff?
A: The Regulatory Commission.
Q: Regulatory Commissions approve those tariffs, correct?
A: Yes, they do.
Q: And who proposes those tariffs?
A: Well, in the case of BellSouth services, it would be BellSouth.
Q: So BellSouth files for approval of its access tariff at the FCC, correct?
A: Or the Georgia Commission.

Page 54

Q: And for its private line tariff where do you file for approval?
A: We would file those at Georgia Commission.
Q: And the Public Service Commission — well, let me ask you, generally does the Public Service Commission allow such tariffs to go into effect?
A: I know there is a general rule. They examine them and they make a determination about whether or not they are going to go into effect or not.
Q: Have you ever known of a case where BellSouth proposed a service be included in its access tariff and the Commission decided that is the inappropriate place and it should be in a different tariff?
A: I can't think of a specific case. I know back when I was doing pricing we had that issue arise from time to time and I can't speak the specifics on it.
Q: Did a regulator order BellSouth to have the SMARTRing service in both tariffs?
A: I don't know. And, again, from looking at it, it looks like there are two different

Page 55

services that are using the same service mark.
Q: Well, just to be clear, you said it looks like there are two different services but really just one tariff has a more detailed description. You see those services have the same capability, correct?
A: The minimum functionality I think is very similar, and even though I do see at least one difference even in that area.
Q: And they use the same trademarked name SMARTRing, correct?
A: Same service mark. As I said, the access tariff also has — also known as BellSouth Dedicated Ring, so the actual name of the service I am not sure is the same. They are using the same service mark.
Q: Now, a BellSouth customer, other than a telecommunications carrier, can purchase service out of the private line tariff, correct?
A: Would you say that again.
Q: Can purchase service out of the tariff line service?
A: I didn't hear the first part.
Q: A customer other than a telecommunications carrier; correct?

Page 56

A: Yes.
Q: And a customer other than a telecommunications carrier can purchase service out of the access tariff, correct?
A: Yes.
Q: And a telecommunications carrier can purchase for resale out of the private line tariff, correct?
A: Yes.
Q: And a telecommunications carrier can purchase service for resale out of the access tariff, correct?
A: Oh, yes.
Q: But in the case of the telecommunications carrier the wholesale discount only applies when the purchase is out of the private line tariff, correct?
A: Or to GSST.
Q: Out of a tariff other than the access tariff, correct?
A: Yes.
Q: Mr. Varner, talking again about the SMARTRing service and comparing the two tariffs, the components of those services in both tariffs have the same USOC, correct?

Page 57

A: Let me see whether or not they do or not. I don't know.
Q: You can't tell from looking at the tariff?
A: Well, you really — I can tell whether the tariff says whether they do or not.
Q: Can you tell me if the tariff says they do?
A: Let me see.
MR. TWOMEY: Are you going to make the tariff pages as an exhibit to the deposition?
MR. ADELMAN: Yeah. I mean or we can do it at the hearing. I am glad to do that. Maybe that is a simple way to do it. That is a good suggestion.
THE WITNESS: No, they don't.
Q: (By Adelman) So the tariff says they have different USOCs?
A: At least for the elements I have compared thus far, they seem to. It looks like they are all different.
Q: What does that mean to you?
A: Just means that the tariff and the two tariffs are different USOCs. That is all it means.

Page 58

Q: So it doesn't mean that the components are necessarily different, does it?
A: Just because the USOCs and the tariff are different, no, it wouldn't tell you that.
Q: Mr. Varner, you remember our discussion of electronic ordering from earlier today versus manual ordering?
A: Yes.
Q: When a — I just want to understand this. Because you and I have talked about this issue before.
When a CLEC places an order with BellSouth for a complex service and does so electronically, by design that order falls out, correct?
A: Yes.
Q: What is the charge assessed in such cases to the CLEC by BellSouth? Is it a manual ordering charge or is it an electronic ordering charge?
A: Electronic.
Q: Mr. Varner, what do you mean in your testimony when you talk about unbundled network elements that are typically combined?
A: You will have to show me where the —
Q: These are in your discussions of Issues 6

Page 59

and 7.
A: Okay.
Q: On your direct testimony 6 begins at Page 10.
A: Yes.
Q: And 7 begins at Page 11.
A: All right.
Q: If you want to review those sections.
A: What was the question again?
Q: Well, I am going to ask you about some terms and I just want to know, and we can start off just with the issue.
If you look at Issue 6, I want to know what you mean or what you believe the terms ordinarily, et cetera, let's use ordinarily, ordinarily combined refer to?
A: Yes. I believe that that is referring to — when I am using it, it is referring to really the same thing that the Commission, the Georgia Commission, referred to in its sort I think in Docket 10692.
What it would include, it would include network elements that could be combined but are not, in fact, already combined in the network.
Q: And that is what you mean when you think

Page 60

of ordinarily combined, correct?
A: Yes. Ordinarily, as I said, I was using the understanding that the Georgia Commission put in in 10692.
Q: Let's look at Page 7 of your rebuttal testimony, Line 9.
A: Page 7, Line 9.
Q: You refer to typically combined elements. Do you see that?
A: Yes.
Q: What do you mean when you refer to typically combined elements?
A: Same as ordinarily.
Q: What about actually combined elements? Reading your testimony I take it you think that is something very different from typically or ordinarily combined elements, correct?
A: Okay. I have to see the context of what you choosed.
Q: Have you ever used the term actually combined elements?
A: I may have; I don't recall right off whether I did or not. I don't see it, the use of it in here.
Q: Is BellSouth required to make available

Page 61

to CLECs unbundled network elements which are actually physically connected at the time the order is placed?
A: Yes.
Q: And what does that mean to you, actually physically connected elements?
A: The elements are already combined. They are, in fact, combined which is the term that I typically use. There is no work that either BellSouth or the CLEC has to do to combine the elements; they are already in a combined form and a combined state at the time the CLEC placed that order for that customer. The elements serving that customer already put together the combined state.
Q: So elements can be typically combined or ordinarily combined but not in fact combined, correct?
A: Yes.
Q: And BellSouth's position in this arbitration is that it must make available only elements in combination where such elements are in fact combined; is that right?
A: Yes. That is the only obligation that we have.
Q: Well, just so I understand. You say that

Page 62

is your only obligation, but are you willing to make available elements which are not in fact combined but which are otherwise combined?
A: Yes, in certain — for at least some elements we are.
Q: And that would be done in an interconnection agreement approved by the State Commissions?
A: I am not sure on that because it is not an obligation under the Act, so I am not sure what the — what form the agreement would take.
Q: Well, who would decide what form the agreement would take?
A: Well, ultimately there will be a court I guess would have to decide ultimately if it ever got to that point. There was a dispute about it.
Q: If BellSouth is willing to make such combinations available, why would it not want to do so as part of the comprehensive interconnection agreement?
A: Well, one reason I could think of would be confusion. When we have an interconnection agreement that incorporates our responsibilities under Section 251 of the Act, obviously that agreement is subject to being adopted by others, and

Page 63

to the extent that we have incorporated in there things that are not our obligation that we agreed to do with a particular carrier for whatever reason, maybe as part of a negotiated settlement of other issues that have nothing to do with this, it may be some confusion if it is in the interconnection agreement as to whether or not it is available. It is not an obligation under the Act.

So, in my opinion the best way to deal with that would be to deal with it as a separate agreement. Now, whether that separate agreement has to be filed and approved by a commission, I really don't know.

Q: To the extent BellSouth makes combinations available which are not in fact combined, it does so at its own discretion; is that your understanding of the policy?

A: Yes.

Q: And put another way, it may choose which CLECs to whom it makes such combinations available, correct?

A: I don't know. I don't know in that case.

Q: What do you mean when you say discretion?

A: That we can choose whether or not to perform that function. Now, once we perform that

Page 64

function, I don't know whether we have to do it for everybody who wants it or not.

Q: You don't have an opinion about that?

A: No, I don't.

Q: You don't have an opinion?

A: No.

Q: Have there ever been discussions at BellSouth, other than discussions with Mr. Twomey, your lawyer, about that issue?

A: Not that I am aware of.

Q: There have been discussions in hearings about that issue?

A: I don't recall any at hearings.

Q: Mr. Varner, on Page 8 of your rebuttal testimony, beginning at Line 18, you refer to the Ninth Circuit's faulty ruling on combinations.

Do you see that?

A: Yes.

Q: Who is the Ninth Circuit?

A: Ninth Circuit, U.S. Court of Appeals for the Ninth Circuit.

Q: And —

A: In Washington.

Q: What do you mean when you describe its decision as faulty?

Page 65

A: I am really just echoing what the Eighth Circuit said about the decision.

Q: The Eighth Circuit uses the word faulty?

A: I don't recall the actual word that they used, but what they used is certainly a synonym for it.

Q: They disagree with the Ninth Circuit?

A: I think it was a little bit stronger than disagreement is the way that they phrased it.

Q: What would be stronger than disagreement?

A: Faulty for one thing.

Q: Do you think that the Ninth Circuit might characterize the Eighth Circuit decision as faulty?

A: Don't know.

Q: But you have chosen to follow the dictates of the Eighth Circuit, correct, in making your recommendations?

A: Well, yes. They are the ones that decided the issue. The Ninth —

Q: You were going to say?

A: Nothing.

Q: What did the Ninth Circuit do if it didn't decide this issue?

A: Well, the Ninth Circuit, as best I could tell, kind of was trying to guess at what the Eighth

Page 66

Circuit would do.

Q: Mr. Varner, I am going to offer you some more assumptions as part of a hypothetical. Tell me if at any point you don't understand the assumptions. I think they are fairly simple.

Assume a small business customer is being served by BellSouth local service and wishes to add an additional line. Understand the premise?

A: Yeah.

Q: That is not uncommon, is it?

A: It happens sometime; I don't know if it is common. But certainly it's not rare.

Q: I am sorry, isn't what?

A: Is not rare.

Q: Is not rare. And there is not a facility available to provide that second line; do you understand that fact?

A: Yes.

Q: Tell me what happens in that case, the customer wishes to get a second line also which would be used for the customer to take BellSouth local service?

A: There isn't a general way to describe that. It is going to depend on the nature of the circumstances that exist at the time.

Page 67

Q: So it is a case-by-case determination?
A: Yes.
Q: What are the factors that one considers with regard to the charges that would be assessed to the customer for the second line?
A: Oh, some of them are, first, do we have facilities out there available to do it, are we engaged in some sort of general relief measures for that area that would provision facilities. Are facilities being freed up by some other pending activity in the area.
Regardless of what the situation is in the network, the customers absolutely insist on having it and is willing to pay whatever it cost to, you know, to get it to them. Those are all factors that enter into when that line might be made available or even whether it can be made available.
Q: Now let's assume that in our case it is a pretty simple case. the customer has a single line local service provided by BellSouth, the customer wants and needs a second line and will take service from BellSouth. There is no other facilities that may shortly become available. Let's just think of that customer kind of isolated from those other factors.

Page 68

Does your tariff address what the charges would be for that customer for the additional facility?
A: Well, in that kind of a situation it seems like the type situation you are describing would limit itself to the possibility of special construction charges applying —
Q: Does that tariff address special construction charges?
A: Yes, it does.
Q: I am going to ask your counsel to hand you pages out of the tariff that we prepared - I don't know if you have those or not - that relate to special construction charges. And I would like you to review that.
MR. TWOMEY: Do you have a particular state you want him to look at?
MR. ADELMAN: Let's look at Georgia first.
MR. TWOMEY: Let the record reflect I am handing the witness A5.1 of BellSouth General Subscriber Service Tariff for the State of Georgia.
MR. ADELMAN: Let's do this. Let's mark this as Varner Deposition Exhibit 3. I would like to go back and mark the other excerpts from the tariff as well.
Let's mark the excerpt related to SMARTRing in the Private Lines Tariff as Varner Deposition Exhibit 1 and the excerpt from the Access Tariff that we referred to that covers SMARTRing as Varner Deposition Exhibit 2.
(Varner Deposition Exhibits 1, 2, and 3 were marked for identification.)
MR. TWOMEY: Just for the record, which one was first, Private Line?
MR. ADELMAN: Private Line was Varner Deposition Exhibit 1.
MR. TWOMEY: Private Line is Varner Deposition 1. For Georgia again?
MR. ADELMAN: Yes.
MR. TWOMEY: And Access Service Tariff E7.2 is Varner Exhibit 2. I am going to give you a stack.
Q: (By Mr. Adelman) Mr. Varner, referring to what we have marked as Varner Deposition Exhibit Number 3, have you reviewed the special construction process described therein?
A: Described in the tariff?

Page 69

Page 70

Q: Described in the tariff.
A: Well, the process is not really described in the tariff. The tariff describes the terms and conditions under which special construction will be undertaken.
Q: Have you reviewed the terms and conditions that would be charged for special construction under that section?
A: Yes.
Q: And now can you explain to me, considering the premise of our hypothetical, what the terms and conditions are that are applicable in that case?
A: Well, you don't really have enough information in the hypothetical to be able to tell. But —
MR. TWOMEY: Let me just be clear because we are a little removed from the hypothetical; but when you say "the hypothetical," by now, you mean the circumstance where a business customer has requested an additional line, there are no facilities available, and all of the factors that Mr. Varner identified do not come into play - I believe the word you used was the

Page 71

customer was "isolated."
Is that the hypothetical for purposes of this question?
MR. ADELMAN: Yes.
Q: (By Mr. Adelman) Do you understand that hypothetical, Mr. Varner?
A: Yes.
Q: In that case, do we have enough facts to determine whether the — determine how to apply the special construction terms and conditions in the tariff?
A: No, you really don't. But I think as a general matter what you have described the situation as special construction applies, the customer is going to pay the cost of having us build those facilities for them.
Q: Does it relate to the distance the customer might be from certain BellSouth equipment?
A: In some cases, that is true because it relates to circumstances where the customer is outside of the base rate area. When they are in that situation, then it would apply typically.
The other thing it relates to is what type of facilities you have to put in, whether you are talking about putting in poles, conduit, buried

Page 72

cable or whatever it is that you are having to put in to provide the service to the customer.
Q: Are there any cases in which there would be no charge for a customer who is isolated from those other factors and seeks to have the second line installed?
A: Well, if the facility is available, obviously —
Q: Well, no, I understand. Let me — let's try to make this as clear as I can for the record.
Business customer has one existing line, service is provided by BellSouth. That same customer wants to install a second line but there are no facilities available. Are there any circumstances in which there would be no charge, no special construction charges, applied assuming, of course, that that customer is as we have already said is isolated?
A: It is possible that you could have a situation and not have special construction. Let's say that customer, he wanted to have the service and then when we looked at the area we said, well, you know, he is kind of out here by himself but at least up to a point there are other customers. We don't really have many, if any, situations where a

Page 73

customer truly is isolated off by himself. And we really do need to provide some relief in that area and not just for him, but for that area in general and we may go ahead and establish a job to do that. If the customer is willing to wait until that job is done, then there may not be special construction.
Now, if he says, well, I don't want to wait that long, I want you to just build my line straight out to me, then, in that instance, he probably would incur special construction.
Q: Fair enough. Let's assume in the hypothetical the customer takes local service from WorldCom using a BellSouth-owned local loop, and the customer wants to add a second line. Do you follow the hypothetical, how I have changed it?
A: Yeah.
Q: And the second line would be provided — or service would be provided over the second line by WorldCom. Do you understand that?
A: Yes.
Q: So the customer wants to go from one WorldCom line to two.
A: (Nodded head affirmatively).
Q: All the while BellSouth owns the facilities. Do you follow me?

Page 74

A: Yes.
Q: In that case, again, there is an exhaust, there is no facilities available to add the second line. Do you follow?
A: Yes.
Q: In that case, what are the terms and conditions by which BellSouth would provide the second line for WorldCom's use?
A: Pretty similar to what we would do for the end user. If we have a job or something pending, and that happens all the time on CLEC, not all the time, but with some degree of frequency on CLEC orders, or there is an order pending facility status, when the order goes into pending facilities status or PF status, if we have some relief work under way for that area that will free up the facilities to enable us to provide that loop, then we do that.
Q: We do what?
A: Provide that loop.
Q: Free of charge?
A: No, not free of charge, just free of special construction charges. But if the CLEC insists on having us provide a facility where we otherwise wouldn't have to and wouldn't incur

Page 75

those — wouldn't have to incur those costs, then they are saying they go through the special construction process.

Q: Would BellSouth have discretion with regard to when special construction charges are applicable?

A: I don't know what you mean by discretion. The terms and conditions under which special construction is applicable is spelled out in the tariff, at least for end users.

Q: And does BellSouth — in those terms and conditions, is BellSouth able to exercise judgment as to when special construction charges are applicable?

A: I am not sure what you mean by exercising judgment. We have to apply the tariff as it is written.

Q: Does the tariff include a standard which allows BellSouth some flexibility?

A: No, I don't think it does.

(Discussion ensued off the record.)

(Luncheon recess from 12:10 until 1:10 p.m.)

Q: (By Mr. Adelman) Mr. Varner, Issue 47 in the Georgia case deals with payment of intercarrier

Page 76

compensation for termination of ISP-bound traffic. That is an issue you are covering in this case; is that correct?

A: Yes.

Q: And in your direct testimony you acknowledge the Georgia Public Service Commission's order in the BellSouth arbitration with ICG; is that correct?

A: Yes.

Q: And subsequent to that, there was also an order in July of this year in BellSouth's arbitration with ITC DeltaCom; is that correct?

A: I believe that is correct, yes.

Q: And as I understand your testimony, you acknowledged that the Georgia PSC has, at least in its mind, settled the way it will be treating compensation payments for termination of ISP-bound traffic, correct?

A: It appears that way. I mean, we are not sure that that is the case. But it seems that way.

Q: Only the commissioners can know, right?

A: Right.

Q: And you are very careful in acknowledging the Georgia Commission's decision and policy to preserve BellSouth's rights for rights to challenge

Page 77

the Georgia Commission's decision in the courts on appeal, correct?

A: Yes.

Q: And let me ask you this because this issue has been subject of a lot of discussion over the last couple of years, correct?

A: Yeah.

Q: Many pages of testimony, many legal briefs, many oral arguments before all four states that we are discussing today, right?

A: Let me see, Georgia, North Carolina, Georgia, Tennessee — what was the fourth one?

Q: Florida.

A: Florida. Yes.

Q: Now, would you agree for purposes of this case to stipulate to treating ISP-bound traffic in this contract consistent with the Georgia PSC's established policy, of course acknowledging and preserving your appellate rights?

A: I don't know. I don't know what that — what I will be agreeing to.

Q: Well, I want to understand the extent to which you are going to contest and litigate that issue in this case in Georgia?

A: We really don't plan to, not before the

Page 78

Commission.

Q: So at least in matters before the Georgia Commission, you are going to accept the decisions in ICG and ITC DeltaCom as applicable in this case?

A: Yes.

Q: Is the same true for Tennessee —

A: It is ICG, I am not sure about DeltaCom.

Q: Well, have you reviewed the DeltaCom order which was subsequent to the ICG order in Georgia?

A: Yes, I have.

Q: And do you recognize that that order is consistent with the ICG order?

A: I believe it is, but my recollection is the wording is a little bit different; it was clearer in the ICG order.

Q: But is the result the same?

A: I believe it is.

Q: I am trying to understand then. Is there an objection to referring to the ITC DeltaCom order?

A: I don't know. Like I say, when we looked at the wording, the wording appeared to be somewhat — there was a difference. I can't remember exactly what it was. And the ICG was clear in that it was more definitive about what actually

Page 79

it would do. So to ensure that we had the clearest explanation, we went with ICG.
Q: Well, you know, again just dealing with Georgia for now. So at least for purposes of this case before — as it is before the Georgia Public Service Commission, you don't intend to litigate or challenge the Commission's established position on Issue 47; correct?
A: We don't intend to challenge it. We don't intend to litigate it in this arbitration. We don't agree with that position, of course, that the Commission is taking.
Q: Now moving around the horn. In Florida, will you be accepting the position articulated by the Georgia Commission, and by that I mean not litigating it before the Florida Commission?
A: That is our intent at this point. It won't be accepting Georgia, it will be a case in Florida.
Q: I understand. And the same with Tennessee?
A: I don't know in Tennessee's case because I was trying to recall whether Tennessee has actually issued one, an arbitration order, addressing the issue. Yet I am not sure that they

Page 80

have.
Q: Have they made a decision just not issuing an order, is that the distinction you are making?
A: I believe that they have had the agenda and voted on it, but I don't think they have issued an order —
Q: I am sorry.
A: — in their arbitration.
Q: What about North Carolina?
A: North Carolina is the same as well.
Q: Is not to litigate this issue?
A: I am just trying to remember any other case. I just don't remember which way we went in North Carolina.
Q: So at least for Florida and Georgia it is not your intent to litigate and you are not sure about the others; is that correct?
A: Right.
Q: With regard to Issue 52 in this case, and if you want, because this is kind of complicated and I want to understand your testimony. If you could refer to Page 86 of your direct testimony, please.
A: Which Issue was it?
Q: It is Issue Number 52.

Page 81

A: It is on Page 86, it started on 85.
Q: Describe this issue to me. Tell me your understanding of this issue, in your words if they are different at all from what you pre-filed?
A: It is not any different than what I pre-filed.
Q: Well, let me try to put it in my words and you tell me if you agree or don't agree because it is not clear to me.
There are cases where the customer of an independent telephone company, independent local exchange telephone company, calls the customer of a CLEC, in this case WorldCom, where such customer is located in the BellSouth territory. Is that true?
A: No.
Q: So let's think of a Georgia example. Let's say someone in Statesboro, Georgia, which is served by an independent telephone company, calls the local customer of WorldCom in Atlanta —
A: Oh, okay.
Q: Did you follow?
A: Yes.
Q: That is an intra-LATA call, isn't it?
A: It would be.
Q: That is a bad example. Let's suppose

Page 82

someone in Big Canoe, in Ball Ground, in north Georgia, who is served by the Nelson Ball Ground Telephone Company, an independent telephone company, calls a WorldCom local customer who is in Atlanta. Do you follow?
A: Yes.
Q: That call is intra-LATA, correct?
A: Yes.
Q: And BellSouth carries the intra-LATA call; is that possible?
A: That is possible. At least part of it, anyway.
Q: Well, which part could BellSouth carry?
A: Really up to the point where the independent company handed it off to us and then we could provide the intra-LATA transport up to some point, probably up to the access tandem in Atlanta, and then we provide a terminating access to MCI at that point to MCI —
Q: So in that case the independent telephone company passes the call to BellSouth, which transports it to Atlanta and hands it off to WorldCom to terminate; is that correct?
A: Yes.
Q: Now, in such case explain to me whether

Page 83

the independent telephone company, in this case, Nelson Ball Ground, is compensated for providing the origination access.

A: Well, see, in this case I am assuming it is a cent paid call, customer paid for the call to Ball Ground. The end user would pay the independent company. And then I believe in Georgia this is the '' way the situation works, I think Georgia is under a primary carrier plan, if I remember correctly.

Q: What does that mean?

A: It is the type of settlement arrangement we have with the independent companies.

Q: How does that work?

A: Well, under that type of a plan the independent company gives the revenues collected from the intra-LATA toll calls to BellSouth and then BellSouth pays the independent company their access charge rates, whatever the independent company's access charges are.

Q: So BellSouth is compensating the independent telephone company for origination access, correct?

A: I don't know whether you say it is compensating; that is the settlement arrangement that we have with the independent company.

Page 84

Q: Paying money to the independent telephone company for origination access, correct?

A: Yes. We are paying them originating access and they are giving us the toll revenues.

Q: Now, the call is transported to Atlanta and handed off by BellSouth to, in our example, WorldCom, correct?

A: Yes.

Q: And today how is WorldCom compensated for terminating that call, for terminating access?

A: Let me think. Let me see. I think I address that in the testimony. I can't tell. I am just not sure. I am not sure who MCI bills for it.

Q: You are sure that BellSouth does not pay MCI or WorldCom for terminating access, correct?

A: I believe that is the case, yes.

Q: And that is the issue here, correct, whether BellSouth should be required to pay terminating access in such cases?

A: Yes.

Q: Is there any technical reason, in your opinion, why BellSouth could not pay WorldCom terminating access?

A: Yes. As I understand it, we don't have any call records from the independent on those

Page 85

calls. The only interaction that we would have would be transfer of dollar amounts. We don't have any call records or anything in order to verify any access billing. The only person that has call records is the independent company.

Q: But you do know — but BellSouth does know when it terminates a call to WorldCom, correct?

A: We know when we send WorldCom a call, yes.

Q: When you hand off a call to WorldCom, WorldCom then provides terminating access; you know that, right?

A: I am not sure that we do in this case. I think that is what the problem is; we don't really know. We know we are turning something over to WorldCom, but we don't have any call records on that call.

Q: But you are transporting the call, correct?

A: Yes.

Q: And —

A: As an intermediary.

Q: Right. The same way an interexchange carrier might act as an intermediary between two local exchange companies in the case of an

Page 86

intra-LATA call, right?

A: Just for the intra-LATA transport portion?

Q: Right.

A: Not for the access portion.

Q: I understand. And let's talk about that. In the case of an intra-LATA call, where it is originated at one local exchange company and terminated at another local exchange company in another LATA, tell me how access charges are collected and paid out?

A: If it involved — well, I mean, what type of company?

Q: Do you want an example?

A: Yes, let's do an example. That is probably the easiest way.

Q: A BellSouth local customer who is pre-subscribed to WorldCom for interchange service called the customer of — let's do Statesboro. Calls a customer of Statesboro telephone company, which is in a different LATA, so the originating access happens on BellSouth in Atlanta and the terminating access happens on Statesboro telephone in Statesboro. MCI transports the call.

Describe for me how access rates are

Page 87

collected and redistributed.
A: Okay. In that instance, MCI is the toll carrier, so the customer pays MCI and BellSouth would bill MCI for originating access, and the company that has the customer in Statesboro would bill MCI for terminating access.
Q: So in that case the company providing or transporting the call will pay access to the originating carrier and access to the terminating carrier, correct?
A: Yes.
Q: Okay.
A: Terminating access provider and originating access provider.
Q: In the case of an intra-LATA call where BellSouth is the transporting company, we have established that BellSouth — and the call originated at an independent telephone company and terminated at WorldCom in Atlanta, to an Atlanta customer, we have established that through the primary carrier settlement methodology BellSouth will pay access to the originating access service provider, correct?
A: I believe that is the case. I am not sure whether the primary carrier is in Georgia. I

Page 88

think that is the plan that is in effect in Georgia.
Q: I think you are right. Now, my question is, again, whether BellSouth will agree to pay terminating access to the terminating access provider which, in our example, is WorldCom?
A: No, because we have no — we really have no way to handle that.
Q: And if you — if it were technically feasible, you would agree to pay terminating access in that case?
A: No.
Q: Well, is your objection one of technical and feasibility or do you object for other reasons?
A: It is really both.
Q: Well, let's assume you had the technical feasibility, what objection remains?
A: The objection remains is this, that unlike the intra-LATA case that you described, the customer was really a customer of MCI's for long-distance calling. In this case, they are not a BellSouth customer for that long-distance call, they are a customer of their originating independent company. That is really who their toll provider is.

Page 89

So all we are doing is performing an intermediary function as if the independent company bought facilities from us, if you will, to have us transport the traffic for them. And that is really our only role in the call. The customer is not really our customer.
Q: Is the customer — I am sorry.
A: So we don't want to be in the middle of an arrangement between two carriers when the customer is not our customer on either end of the arrangement; it is the independent company's customers on one end and it is WorldCom's customer on the other end.
Q: Is it WorldCom's customer in our example that is placing the call?
A: I think it is the independent company's customer. It is WorldCom's customer that is receiving it.
Q: So, really, the way you see it is we are talking about how to recover the costs associated with that call from the originating customer which is the customer of the independent telephone company, correct?
A: Yes.
Q: And BellSouth, in this case, BellSouth

Page 90

gets paid by the independent telephone company and has a settlement process where the costs associated with the transport fees is recovered from the independent telephone company, correct?
A: Could you repeat that.
Q: Sure. BellSouth provided — the way you see it, BellSouth is providing the service to the independent telephone company, right?
A: Yes.
Q: And the independent telephone company, the way you see it, is compensating BellSouth for providing that service?
A: Well, maybe they are, maybe they aren't. The way these plans work out. We are providing a transport service for the independent telephone company, and the way that that settlement arrangement between the companies operate is for the company to provide revenues to BellSouth and then bill BellSouth for originating access.
Q: So are you compensated for providing the transport service?
A: We may or we may not be.
Q: Well, do you get paid something for providing the transport service?
A: I say we may or may not be. Depending on

Page 91

how the net amounts out of these settlements work out, whether we do or we don't.
Q: Well, it would behoove BellSouth to enter into an agreement whereby they are compensated for providing transport services, correct?
A: I am not sure, could you —
Q: Let me rephrase it. Is BellSouth generally in the business of giving away transport services?
A: No, we are not generally in the business, but the arrangements with independent companies have really been dictated by the State Commissions about how those settlement arrangements will work.
Q: Let's take the example of Georgia. Was that the result of a settlement or was that a Public Service Commission order that was challenged by BellSouth?
A: I know there was a Public Service Commission order that was challenged by BellSouth, I remember that. I am not sure that there was ever any kind of a settlement agreement, you know, to settle that challenge is what I am getting at. The arrangement between us and the independent is called a settlement arrangement, but that one was dictated by the Commission.

Page 92

Q: And you don't —
A: Now that is in Georgia.
Q: You don't know today whether BellSouth is being compensated for providing transport services in this question?
A: No. It depends on specific independent companies and what their access charges are and so forth, whether or not we are getting — I recall at some point we were actually paid more in access charges than we were collecting in toll revenues.
Q: If I could get you to look at Page 86, sentence beginning on Line 21 of your direct testimony please. Do you see that statement: Every carrier sending a non-presubscribed —
THE REPORTER: I can't hear you.
Q: (By Mr. Adelman) Beginning at Line 21, Page 86, do you see the sentence beginning with the word every?
A: Yes.
Q: Please tell me, explain that, elaborate on that. I don't understand that sentence.
A: What we are talking about here is a nonpre-subscribed call as the call is dialed using 10XXX codes. And for calls that are originated utilizing those codes they have to use these TR317

Page 93

signaling, and if they don't use that signaling, then the call doesn't go through.
Q: Why does it not go through?
A: Because that is the only signaling that the network recognizes for those types of calls; it doesn't recognize any other type of signal.
Q: "The network" being whose network?
A: BellSouth.
Q: So it is because of the protocol chosen by BellSouth that those calls will fail?
A: No. I don't know the reason that it was set up that way. But that is the way that it is set up.
Q: Can it be changed?
A: I don't know.
Q: Who would?
A: Probably Mr. Milner, if anybody in this case would know.
Q: Well, if it could be changed then in that case maybe BellSouth could assess the calls that it transports and hands off to WorldCom for purposes of termination, correct?
A: If it could be changed to a signal — I am not sure it is a signaling protocol, but to — yeah, it is, a signaling protocol, to a one that

Page 94

does allow for the collection of call records, then, yes, we could get the records in that case.
Q: In our example, let's go back to our intra-LATA call between Nelson Ball Ground and Atlanta, why would BellSouth pay originating access to the independent telephone company under the settlement methodology?
A: That is the way the Georgia Commission set up the primary carrier plan. That is how they decided it would be done.
Q: So just because. You don't believe that is logical then?
A: I won't say it is not logical. I don't think it is the appropriate way to do it.
Q: How long has that system been in place?
A: Probably for as long as we have had settlements with independents, which actually predates access charges.
Q: Approximately how long?
A: I really don't know.
Q: More than 15 years?
A: Yes.
Q: And you disagree with the arrangement, but accept it as well-established in Georgia at least, correct?

Page 95

A: I don't think that is the appropriate way to do it, but we do it that way because that is what the Georgia Commission told us to do.
Q: What is the difference between not thinking something is appropriate and disagreeing with it?
A: Well, again, there are a number of ways by which you can go about doing this. And when you say "disagree," I was actually referring more back to, well, is this even logical to have ever done it at all. And at some point it probably was a logical or reasonable thing to do. I don't think it is appropriate to continue to do it in this environment that we are in now.
Q: And has BellSouth — is BellSouth going to take action to change that arrangement?
A: I really don't know whether we will or not.
Q: So you think it is wrong but you accept it as well-established; is that fair to say?
A: It is certainly well-established.
Q: And not appropriate?
A: I don't —
MR. TWOMEY: Let me object to the form of the question. I think he has answered it

Page 96

about six times.
Q: (By Mr. Adelman) I am going to ask it one more time.
Do you think it is wrong? Do you think it not appropriate? Do you distinguish between those two descriptions?
A: I think it is an inappropriate way to do it.
Q: Now, BellSouth can provide — well, what is a CIC code, what is that, C-I-C?
A: That is a code and a network that is used to identify a carrier.
Q: And BellSouth can provide to WorldCom CIC codes for calls where BellSouth provided transport between the independent telephone company and WorldCom, correct?
A: No, I don't think we actually provide those. MCI gets them from another agency.
Q: So they are available?
A: Yes.
Q: Are they available to BellSouth?
A: Yes.
Q: And those then, at least, are records that BellSouth has, correct?
A: What? I am not sure which records —

Page 97

Q: CIC codes for the calls which are originated on an independent telephone company system and are transported by BellSouth intra-LATA?
A: I don't think there is anything unique about them, though, that would distinguish them from calls that would be originated by a BellSouth customer. I don't think there are any unique codes. There is a CIC code that would apply to that, otherwise, the call couldn't — the caller couldn't make the 10XXX dialer.
Q: I think I understand why we are missing each other here.
When a call is placed from Nelson Ball Ground service territory and originating access service is provided by the Nelson Ball Ground telephone company and transport service is provided by BellSouth, does BellSouth have the record associated with that call so as to determine who the caller is?
A: Would you repeat just the first part of that.
Q: Sure. Call is originated in the Nelson Ball Ground service territory, so originating access service is provided by Nelson Ball Ground and it is transported by BellSouth.

Page 98

A: Okay. I follow it. And do we have the records on that?
Q: Yes.
A: It depends on whether it is a pre-subscribed or nonpre-subscribed caller.
Q: Let's start with pre-subscribed?
A: If it is pre-subscribed, we do have the records.
Q: How do you get those records?
A: I think they are sent to us through the — by the independent because it uses a different type of signal than the nonprescribed.
Q: So you could, it is technically feasible for you to at least provide those records to WorldCom assuming WorldCom is providing terminating access service in that case, correct?
A: I don't know. You will have to ask Mr. Scholar. I know we get them. Whether we can transport them or transform them, I don't know.
Q: Transmit them?
A: Transmit them.
Q: Wouldn't want you to transform them.
A: It depends on which way.
Q: When you refer to pre-subscribed intra-LATA calls, what is your definition of

Page 99

pre-subscribed, is it only 1010 XXX calls?
A: No, 1010 XXX is nonpre-subscribed. It is not pre-subscribed.
Q: What are the pre-subscribed calls?
A: One plus.
Q: Any one plus calls?
A: Those are one plus calls or operator zero plus to the carriers preselected interchange carrier.
Q: It is my understanding of BellSouth's proposal on this issue BellSouth has agreed to provide the records for pre-subscribed intra-LATA calls originating on an independent telephone company to WorldCom. Does that surprise you?
A: No, it doesn't surprise me.
Q: But Mr. Scholar would be the one to talk to about that?
A: Yes.
Q: Issue 54 deals with security charges at collocation sites. That is one of your issues, correct?
A: Yes.
Q: And WorldCom has proposed that costs associated with providing security at collocation sites be recovered on a pro rata basis based on

Page 100

square footage of collocation space utilized by a CLEC, correct?
A: Yes.
Q: There are other charges that are recovered based on the square footage of space utilized by a CLEC for collocation, correct?
A: Yes.
Q: With regard to virtual collocation in Issue 57, I am trying to understand where the parties are still not in agreement. Have you been involved in the negotiations between WorldCom and BellSouth?
A: Not directly, no.
Q: But you are kept informed by members of your staff; is that right?
A: Well, by — I know I have a staff.
Q: By employees of BellSouth who are directly involved?
A: Yes.
Q: And what do they tell you are the difference between the parties on Issue 57?
MR. TWOMEY: Obviously, let me object to the question to the extent any of those employees of BellSouth were attorneys with whom he has had these discussions, but other

Page 101

than the attorney's discussions.
Q: (By Adelman) I will rephrase it. I want to make it clear for the record.
You sponsored testimony on Issue 57, correct?
A: Yes.
Q: And the only issues that BellSouth intends to arbitrate are the issues were the disagreements between the parties, correct?
A: Yes.
Q: What is your understanding of the disagreement between the parties with respect to Issue 57?
A: I am not sure what the disagreement is.
Q: So you may very well agree with MCI WorldCom's proposal on Issue 57; you just don't know?
A: No. I know — I have seen that. The thing I am unsure about is what is it — is that all we are disagreeing about or is there more disagreement.
Q: Well, what do you disagree with in MCI WorldCom's proposal?
A: The only thing — well, this is where I am having difficulty. I am not sure what their

Page 102

proposal is. I have seen some proposal language in their testimony, and with respect to that language, the only area of disagreement that we have is MCI wants to have the performance monitoring and control functions as an option, and BellSouth wants to have it as a mandatory function.
That MCI will monitor the performance, the alarm monitoring and the control. And BellSouth wants it mandatory, MCI wants it optional.
Where it gets confusing to me is that I keep reading in the testimony where MCI is saying we are unwilling to put virtual collocation in the agreement, and I don't know where they are getting that from.
So, I mean, it is in the agreement we have now. We have had no problem putting it in the agreement.
In fact, in their own testimony it shows where we marked up the language they proposed and shows how we think the language should read. So that is why I am having so much difficulty trying to figure out what the area of disagreement is.
Q: So, as far as you know, it just comes down to the fact that BellSouth does not want WorldCom to have the option of monitoring, but

Page 103

rather wants monitoring to be mandatory, correct?
A: We want it to be mandatory; we don't want it to be optional, that WorldCom has the obligation to monitor the alarms and so forth that are associated with the equipment.
Q: And explain to me your rationale, please.
A: Well, basic rationale for it is this. When we install an equipment and — we maintain it in a virtual collocation arrangement, but we are not the ones that monitor it in terms of performance and control and so forth. What should happen is WorldCom would be actually monitoring it and then they would send us a maintenance call when it was time for us to do something with that equipment.
Q: And if the equipment is not performing, then it is WorldCom and WorldCom's customers who suffer, correct?
A: That is correct.
Q: And WorldCom simply wants its monitoring to be a decision from WorldCom to make rather than it being mandatory, correct?
A: That is right. That is what I understand is that WorldCom is saying if we want to monitor it, that is fine, if we want BellSouth to monitor it,

Page 104

that is fine. The issue is not whether or not WorldCom wants to monitor it or not monitor it. It is that, well, BellSouth we want you to monitor it, we want you to monitor it, if not, then we will.
Q: And it is installed by BellSouth, correct?
A: Or vendor.
Q: And maintained by BellSouth or vendor, correct?
A: That is correct.
Q: In cases where it is installed and is maintained by BellSouth, BellSouth is agreeable to monitoring it; is that correct?
A: No. Because we didn't include within that maintenance the monitoring function, the monitoring function, charges that we charge for are recovering the cost of maintenance don't include the monitoring function.
Q: So is it really a question of cost then? Would BellSouth be willing to monitor if it were compensated for that additional service?
A: Certainly would have to be compensated for it. Now I don't know whether that is the only issue or not. Mr. Milner can tell you whether there are any technical issues concerning that, but I

Page 105

don't know whether there are or not.
Q: Assuming there are no technical problems with BellSouth doing the monitoring, would BellSouth agree to monitor the equipment if it were compensated for such service?
A: And we could work out administratively how to do it. I mean, that would be the only other concern I have.
Q: What would be the administrative problems? You already maintain it, correct?
A: Yeah. But that is a different function altogether than monitoring.
Q: I understand, but there would be an agreement and BellSouth would monitor the equipment. I guess I am trying to understand what could be the administrative hurdles?
A: You are talking about two entirely different functions between a monitoring and maintenance — monitoring occurs at a remote site, and you have circuits that run from that equipment over to a certain site and you have people and so forth that actually watch that to see when something goes off, alarms and things of that nature, that alert them to that there is some problem or something of that nature.

Page 106

Similar type thing happens with control circuits, you have got control circuits that may go the same place, may go to a different place for controlling the equipment from remote sites. So that is how that is done.
When I say "administratively," can we go in administratively and be able to handle the MCI WorldCom equipment from the same place that we do our own, is there enough demand for that to even make it reasonable for us to do it. I just don't know whether we can or not, so I can't commit to it.
Q: So BellSouth monitors its own equipment, correct?
A: Yes, sir.
Q: And so it is monitoring the equipment that is used to provide service to BellSouth customers, correct?
A: Correct.
Q: BellSouth retail customers, correct?
A: Or, yes, retail, wholesale.
Q: Does BellSouth monitor PBXs when such PBXs belong to BellSouth customers?
A: I don't think so. I can't say for sure. You may need to ask Mr. Milner, but I don't believe we do.

Page 107

Q: When there is independent telephone equipment, company equipment located in — are there ever cases where there is independent telco equipment located in a BellSouth facility.
A: Not that I am aware of other than we have some — case I — there is a case I recall, and I can't remember their name, but we had an independent company who was operating as an interchange carrier as well as an independent company and collocated with us, but that is the only one that I am aware of.
MR. FORDHAM: I am having a lot of trouble hearing you, any chance you can get closer to the microphone?
THE WITNESS: Yeah. How is that?
MR. FORDHAM: Sounds great.
Q: (By Adelman) Issue 67 is the issue that relates to conveyance of property; do you recall that issue?
A: Yes, I see it.
Q: Now, as I understand this issue, it is a question of whether when BellSouth conveys property upon which WorldCom facilities are located, whether the conveyance must be made subject to the license of WorldCom; is that correct?

Page 108

A: Yes.
Q: And within that there are two issues whether BellSouth will agree to provide notice to WorldCom of its intent to convey property; do you understand that issue?
A: No.
Q: Well, will BellSouth agree to provide notice to WorldCom when it intends to convey property to a third party on which there is located a WorldCom facility?
A: I don't know. I have never thought through that.
Q: Well, even in reviewing WorldCom's testimony in this case you didn't think through that?
A: No.
Q: What is WorldCom's position on this issue; do you know?
A: My understanding WorldCom's position is that they want to have the license — that if we sell or convey the property they want it sold or conveyed subject to that license.
Q: Well, that is the second part. And let's talk about that second part. Give me an example of where this would arise.

Page 109

A: If we had any right-of-way and we — well, we do have some. If we were to sell some right-of-way to somebody and no longer have an interest in it, and MCI had a right — had a license to utilize that right-of-way, then what MCI is saying, if we sell that right-of-way to somebody else, then sold subject to that license.
Q: So if there is a WorldCom facility located in BellSouth right-of-way pursuant to an agreement between BellSouth and WorldCom, BellSouth takes the position that it could convey that property not subject to the WorldCom license, correct?
A: Yes.
Q: So, in essence, BellSouth could create a very difficult situation for WorldCom, couldn't it?
A: No, I don't necessarily see that to be the case.
Q: Well, you would leave it up to WorldCom to negotiate with the third party acquiring the BellSouth property, correct?
A: That is what would have to happen is WorldCom would have to negotiate with whomever the new owner is.
Q: And WorldCom could already have a

Page 110

facility located on that property, correct?
A: Yes.
Q: And WorldCom's negotiating position with the new owner would be one of two things, either agree on a price or remove your facility, correct?
A: I couldn't necessarily say that.
Q: Well, what else could happen?
A: It depends on who the new owner is what WorldCom's negotiating position would be.
Q: Well, let's say the new owner is an affiliate of BellSouth, affiliated company?
A: I don't think this matters, to be honest.
Q: Tell me why it doesn't matter.
A: If it is an affiliate, then the license would be transferred, this would only be where we sold it to outside of BellSouth.
Q: So the position is you would allow the license to run with the property, so to speak, if the conveyance was to an affiliate of BellSouth?
A: "Allow" I don't think is the right term. It automatically does that.
Q: Based on what?
A: Well, my understanding is based on the requirements of the Act. If it is an affiliate, then whatever obligations we had with an affiliate

Page 111

takes — becomes I guess sort of the — we sell something to an affiliate, those obligations go along, pass along to the affiliate.
Q: Now, if, for example, BellSouth conveyed the property to GTE, then BellSouth would not agree to make the conveyance contingent upon GTE accepting MCI's place in that right-of-way, correct?
A: That's right.
Q: And you don't think that could be a compromising position for WorldCom to be in, do you?
A: Well, no. I really don't think so because obviously WorldCom didn't think so.
Q: Because WorldCom did not negotiate a requirement previous to this interconnection agreement?
A: Yes. If that was something that WorldCom thought was an important issue, then that should have been — could have been negotiated as part of the arrangement that BellSouth and WorldCom entered into in the first place.
Q: Do you know of any plans that BellSouth has to convey any property upon which MCI currently has facilities located?
A: I don't know.

Page 112

Q: Would you know of any or is that outside of your —
A: That is outside of my area.
(A recess was taken.)
Q: (By Mr. Adelman) Mr. Varner, Issue Number 109 deals with the so-called pick-and-choose rule. That is one of your issues, correct? Your testimony beginning at Page 100 deals with that issue. Do you see that?
A: Oh, yes. Yes.
Q: Now, BellSouth enters into an interconnection agreement with many CLECs, correct?
A: Yes.
Q: It is your understanding of the so-called pick-and-choose rule that CLECs may opt into provisions from the interconnection agreements of other CLECs, correct?
A: Yes, to some extent. There is some limitation.
Q: Right. I understand. With that limitation in mind, CLECs can pick and choose portions or terms from other interconnection agreements, sort of a most favored nation type of process, correct?
A: Yes.

Page 113

Q: And the dispute between the parties is twofold in Issue 109, first, the timing, that is to say, when WorldCom can opt into a provision from another CLEC's interconnection agreement with BellSouth and whether BellSouth must provide copies of the interconnection agreements it enters into with other CLECs, correct?
A: The second part, yes. The first part I think is actually a little bit different. I don't think the dispute is about when they can do it, but when do the provisions that they have decided to opt into become effective.
Q: When —
MR. TWOMEY: Let me just ask you, I thought the second part of that issue was resolved?
MR. O'ROARK: I am sorry, I was looking at something else.
MR. TWOMEY: About the making copies of all the agreements available. I thought we all agreed we would make those available on the Web site, did not —
MR. ADELMAN: Have you agreed to that?
MR. O'ROARK: We proposed that. I wasn't aware that BellSouth had agreed to it.

Page 114

MR. TWOMEY: I may not have been keeping up. Is that —
MR. ADELMAN: Maybe we are not keeping up, it sounds like you are ahead of us. Let's go to that second one.
Q: (By Mr. Adelman) Mr. Varner, has BellSouth proposed that it would make available copies of its interconnection agreements electronically or otherwise to WorldCom?
A: I am not sure. I know there was some discussion around that and to the extent that they are available electronically, we certainly would do that.
Q: Well, for example, in Georgia, the Georgia Public Service Commission requires that interconnection agreements be filed electronically; do you understand that to be the case?
A: No, I don't.
Q: Well, if that were a requirement, then BellSouth obviously would have electronic copies of all of its interconnection agreements, right?
A: Yes, but that is not what we were talking about. As I understood it, the issue was whether or not they were posted to the Web site, that could be accessed and electronic filing with the Georgia

Page 115

Commission doesn't necessarily result in it being posted on the Web site.
Q: Well, so let me understand your position without regard to Mr. Twomey's earlier comment. Will BellSouth agree to make available on the BellSouth Web site copies of its interconnection agreements with all CLECs if the Public Service Commission requires that electronic copies of those agreements be filed with the Georgia Commission?
A: I don't know. All I recall is there was some discussion around that. I just don't remember what the —
Q: Well, that is an issue in the case, so I guess if you don't know, should we assume that the answer is no, you are not willing to?
A: No. You can assume the answer is I don't know.
Q: Well, this is an issue that is covered by your testimony, and it is WorldCom's position that you should and it is your position that you don't know. So, we are trying to have the Georgia Public Service Commission, the TRA, the Florida PFC and the NCUC make a decision on this issue.
On the one side we want to do something and on the other side you say you don't know.

Page 116

MR. TWOMEY: Well, let me be clear. What the testimony says for MCI, that you want us to provide you with hard copies of those interconnection agreements. And Mr. Varner has addressed that request. His testimony speaks for itself. I believe the answer is no.
But as far as the Web posting, that is — as I understand it that may be a matter that is still under consideration and we have not yet developed a position.
MR. ADELMAN: Mike, I don't think that is correct. I think that our witnesses have suggested that electronic copies are adequate.
MR. TWOMEY: That is a separate provision directly to WorldCom as opposed to a general posting.
MR. ADELMAN: Well, we are here about our interconnection agreement. You know we would like it to be made available electronically to us. We have suggested that a way to do that would be through WorldCom's — excuse me, through BellSouth's Web page.

Page 117

MR. O'ROARK: That is certainly what it says in testimony.
MR. TWOMEY: Okay.
Q: (By Mr. Adelman) Do you understand WorldCom's position as I just explained it?
A: Yes.
Q: Now, you do not know what BellSouth's response is to that position; is that correct?
A: Well, with regard to — as I understood it, there were two issues: When this issue first started it was a matter, as I understood it, of hard copy. Even though the issue read posted a Web site within 15 days of filing, that was one issue; but in the testimony it appeared that it was not just posting on the Web site, it was also hard copy.
I responded to the hard copy issue. We have had some discussions around the Web site issue.
We are certainly willing to make it available any that we have posted on the Web site. I believe we have them all posted already on the Web site, which in that case, that should resolve this issue, except for one thing. It says that they will be posted within 15 days of the filing, which I don't think is the right thing to do. The right

Page 118

thing to do is to post them once they have been approved at the Commission as opposed to when they are filed with the Commission.
Q: Mr. Varner, I hate to belabor it, but do you have a copy of Mr. Price's direct testimony?
A: I believe I do. Yes, I have it.
Q: You responded to that testimony in your rebuttal; that is what you were responding to on this issue, correct?
A: Yes.
Q: Can you look at Page 57 of his direct pre-filed testimony, please.
A: Yes, I see it.
Q: And that is where beginning at Line 23, the WorldCom's proposed language is provided. Do you see that?
A: Yes.
Q: I would like you to review that language, please. You can continue reading the answer to the next question, which will finish on Line 15 of Page 58.
A: Well, actually, it is on Page 59 is where it says: "As a practical matter, if WorldCom is to take advantage of this right, it must have ready access to interconnection agreements to third

Page 119

parties. BellSouth, therefore, should be required to provide WorldCom any interconnection agreement between BellSouth and a third party within 15 days of the filing of the agreement, as WorldCom's current interconnection agreement requires."

Q: And the language speaks to "BellSouth shall post on its Web site." Do you see that, Page 58 beginning at Line 2?

A: Yes. But his testimony speaks to having it done within 15 days as WorldCom current interconnection agreement requires which is hard copy.

Q: Now, on Line 13 of Page 58, it says: "BellSouth should be required to post on its Web site its interconnection agreements within 15 days of the date they are filed with the Commission."

Do you understand that to mean that WorldCom is seeking to have BellSouth post on the Web site an electronic version within 15 days?

A: Yes. That part I would agree with that.

Q: Well, assuming that that is WorldCom's position and, obviously, I think that is clear, then the question is, what is BellSouth's response to

Page 120

WorldCom's proposal?

A: And as I said, I don't know. There was some discussions about that and I just don't remember what the resolution was.

Q: Now, to the first part of Issue 109, to the extent BellSouth negotiates successfully an interconnection agreement with the CLEC other than WorldCom, such agreement is signed by BellSouth and signed by that CLEC, correct?

A: Yes.

Q: And that agreement is subject to the FCC's so-called pick-and-choose rule, correct?

A: Yes.

Q: And thus WorldCom, assuming it has gotten a copy some way of this other interconnection agreement, may opt into provisions of that agreement, correct?

A: Yes.

Q: And it's WorldCom's position that those terms as applicable to WorldCom should be applicable on the date that WorldCom has made the request to opt in, correct?

A: I am not sure. That was the position as it was originally stated, but my recollection is there was a change in that and I was trying to

Page 121

recall what the —

Q: What are you recalling?

A: I think it was the rebuttal testimony, actually, wherein it appeared that the position had changed. This is probably Mr. Price's rebuttal.

Q: What is it in Mr. Price's rebuttal testimony that causes you to think that the position has changed?

A: That is what I was looking for.

Q: That issue, the beginning of that issue, is on Page 71 of his rebuttal testimony?

A: Yes. No, that is not it. It seems like I was reading something that indicated there was a later date. I just can't remember what that was. There hasn't been a change, there hasn't been one, but I am almost certain I read something that indicated that there was. It wasn't change to the position that we were taking. It was —

Q: Okay. Now, assuming that the position hasn't changed as it was addressed in the direct testimony and the rebuttal testimony and the proposed contract language, WorldCom's position is that the provision from the negotiated interconnection agreement between BellSouth and another CLEC that WorldCom opt into shall be

Page 122

applicable to WorldCom on the date the opt-in request is made; do you understand that?

A: Yes.

Q: And BellSouth takes issue with that position?

A: Yes.

Q: And BellSouth argues that the provision should be effective on the date that the interconnection agreement is approved; is that correct?

A: No. It is the date at which the amendment that — the amendment to WorldCom's agreement opts into that that it becomes effective.

Q: I am sorry, would you repeat that answer, please.

A: It is the date at which the amendment to the WorldCom agreement that incorporates whatever they have opted into becomes effective.

Q: So an amendment to an interconnection agreement has to be signed by BellSouth and WorldCom, correct?

A: Yes.

Q: So there could be a case where there is a provision from an interconnection agreement between BellSouth and a CLEC other than WorldCom where

Page 123

WorldCom knows about it, there is no dispute that it exists, WorldCom requests to opt into it, WorldCom proposes an amendment to WorldCom's interconnection agreement and signs that amendment and transmits that amendment to BellSouth but the provision does not apply to WorldCom until BellSouth signs that amendment; is that your position?

A: Yes.

Q: So BellSouth could just hold out and choose not to sign the amendment, correct?

A: No, that is not correct.

Q: Well, is BellSouth required to sign the amendment immediately?

A: No, I don't think we are required to do it immediately when we get it.

Q: Well, how much time are you allowed to take?

A: Well, it is subject to the requirements of the Act. We are required to negotiate anything in good faith. I think that is the standard that you would apply to this, that if you sent us an amendment, we are obviously obligated to negotiate an interconnection agreement with WorldCom or anybody else in good faith.

Q: But this is a provision that you

Page 124

previously have agreed to that you have negotiated with the CLEC other than WorldCom; you do understand that, correct?

A: Yes.

Q: And now WorldCom is simply saying we want that same agreement and the Act and the FCC orders allow us to opt into it?

A: Yes.

Q: What, in your opinion, is a reasonable amount of time for BellSouth to sign an amendment which would allow that provision to be applicable to WorldCom?

A: It is a relatively short amount of time, just enough time to verify that that is, in fact, what the language of the amendment does, and have it signed and sent off to the Commission for approval. That is really all that it takes.

Q: But once it is signed, it is then effective and applicable to WorldCom; is that correct?

A: No. It has to be approved by the Commission.

Q: That goes back to the first question I asked. So is it your position that it is not applicable to WorldCom until it is approved by the

Page 125

Commission?

A: Yes. The interconnection agreement doesn't really become effective until it is approved by the Commission. The same thing applies to any amendments to it. Those amendments would also have to be approved.

Q: Now, okay, I understand.

MR. ADELMAN: Mr. Twomey, as we agreed, Mr. O'Roark is now going to ask some questions and your objection, for purposes of the hearing, I think is clearly stated.

MR. TWOMEY: Matter of fact, although I did state it clearly, I am not sure we were on the record at the time, so just for the record, I just would like to say I have agreed to the arrangement which MCI has requested, and that is to have two different attorneys representing MCI ask questions of Mr. Varner.

I just want to be clear that my consent to this is for purposes of the deposition only, and I do not consent to such an arrangement for the hearing. And in all likelihood, we will object to same. But please go ahead.

Page 126

EXAMINATION

BY MR. O'ROARK:

Q: Good afternoon, Mr. Varner. I am Dean O'Roark, we met before.

A: Good afternoon.

Q: I have a few other issues to ask you some questions about. Let's start with Issue 18, which you will recall deals with dedicated transport to loads on WorldCom's network and to the end offices of independent telephone companies.

Mr. Varner, while you are —

A: I have it.

Q: — in your testimony, one concern that you have expressed is that you think that WorldCom's proposed contract language would require BellSouth to construct dedicated transport where it does not already exist; is that right?

A: Yes.

Q: Let me show you some language. I don't know whether you have seen it or not, but it is a recent proposal that WorldCom has made to BellSouth, and I am pointing you to Section 10.1, the last sentence where we have attempted to make it clear that BellSouth would not have to build dedicated transport for us. And my question to you is whether

Page 127

or not this language would address your concern? Do you see what I am referring to there?
A: Yes, I see it. I am not sure it does. I need to read the rest of it, see how it all fits together.
Q: Fair enough.
A: Seems like it is directed at the concern for sure.
Q: And —
A: I don't know that it resolves it.
Q: Let's assume for purposes of my questions that we are able to resolve that issue and that BellSouth is satisfied that it is not being required to build facilities for us.
At Page 13 of your rebuttal, you state that it is — I will give you a minute to find that.
A: All right.
Q: Page 13 of your rebuttal testimony you state: It is highly unlikely that BellSouth will have existing facilities directly between two points on MCI's network between MCI's network and the network of another carrier other than BellSouth.
Why is that unlikely?
A: Because we are not in that business of

Page 128

providing those types of facilities. We are not a CAP, Competitive Access Provider, so we are just not in that business.
Q: Well, let's talk about an example or two to help me understand a little bit.
Let's say that WorldCom has got a network node in an office building served by BellSouth. Would that be an example of a case where BellSouth would be willing to provide dedicated transport to that network node?
A: No, that doesn't tell you enough.
Q: What else would you need to know?
A: Where the other end of the facility is. One end is in that network node and where is the other end.
Q: Let's assume the other end is at WorldCom's switch so that — what we are trying to do is connect to some other point on BellSouth's network, so that the traffic would go from the WorldCom switch to the network node and then to some other point, say to a BellSouth customer or just some other point on BellSouth network.
Is that an example of a case where BellSouth would be willing to provide that dedicated transport?

Page 129

A: No. Between MCI switch and the network node we wouldn't have the facilities. We would have some between the customer and the network node, but not between the network node and the switch.
Q: Let me try to rephrase it a little bit. I am going to assume WorldCom has got facilities between its switch and the node?
A: (Nodded head affirmatively).
Q: And let's say that we then need to have the call terminated that goes from the node to the BellSouth end office and that of the customer, and we would need a dedicated transport to the end office. Would you be willing to provide us the dedicated transport from our node in a building served by BellSouth to a BellSouth end office?
A: No, because in the case you just described it, I don't think that is not dedicated transport, that would be a case wherein we are providing transport and termination to MCI to terminate a call to one of our end users that was originated by an MCI customer, so we were providing transport termination from MCI's network node to our end user.
Q: And BellSouth would not do that?
A: We do that, but that is not dedicated

Page 130

transport, that is not the dedicated transport UNE, that is transport termination service.
Q: Well, can you give me an example of what you would consider a dedicated transport from that network node?
A: That is why I said, that is what I had in my testimony, that it is highly unlikely. And when I said highly unlikely, I didn't know of any situation where we would have facilities between two points on MCI's network. I didn't want to say we didn't have any because, you know, maybe there is a case, but I don't know of any cases.
Q: But with dedicated transport, we are talking about going from a point where our network intersect to some other point on BellSouth's network, aren't we?
A: Not in all cases. When you describe that, really what you are talking about is interconnection, or interconnection facilities in some cases, and in other cases you are talking about transport and termination.
The dedicated transport UNE, which is what I understood we were talking about here, is provided — is a case wherein their facilities between two BellSouth wire centers that we have and

Page 131

you want to utilize those — that transport as a part of your own network to provide transport between those points.

There are also instances where we have dedicated transport between one of our offices and an MCI location, such as entrance facilities for example.

But on one end of it there is always a BellSouth point, there is not a situation where we have dedicated transport, at least that I am aware of, wherein neither end of it is a point on a BellSouth network.

Q: Let's take another example, Mr. Varner. Let's say — let's deal with two WorldCom network nodes. Take a situation where we want to get traffic from one node to the other one and let's just call them node one and node two so we can talk about it.

And to diagram the traffic we want to take the traffic from node one to a BellSouth central office, then from we will call that central office one, transport it to central office two and then carry it to WorldCom node two. And never mind what is on the other end —

A: Sure.

Page 132

Q: — nodes. And, again, assume that each of our two nodes are in office buildings that are served by BellSouth and that are on BellSouth's network.

In that circumstance, would BellSouth be willing to provide dedicated transport between the two WorldCom nodes?

A: Well, no, because in that circumstance what we would be providing is actually three different dedicated transport facilities. You would order dedicated transport from node one to our wire — to our central office, dedicated transport between the two wire centers and dedicated transport from node — from the second central office to node three. You would order three different dedicated transport facilities.

If you wanted to connect those up such that you, in effect, created a continuous connection, then I guess that is up to WorldCom if that is what they wanted to do. But all we would be providing is the dedicated transport between those three places.

Q: Are you saying that BellSouth would be willing to provide that circuit?

A: Well, not the whole circuit. We provide

Page 133

the three ports to it. You just order up the transport that we have. We wouldn't have transport that just ran from one MCI node to the other. We would have transport that ran from the first node to the wire center.

Obviously, we would have transport that ran between the two wire centers and transport that ran between the second wire center and the second node. We wouldn't have all that connected together, we would have three pieces of transport and if you wanted to purchase those you could and you connect them together.

I guess that is okay; I really am not sure.

Q: So you are saying in that case we could order the three pieces of transport that we are talking about, but that WorldCom would have to connect the three pieces to make them work as a unit?

A: Yes. And I am assume here because I just don't know whether that is — they are able to do that or not, permitted to do that. I don't see why you wouldn't.

But that is different than ordering the facility from node one to node two because we

Page 134

wouldn't have a facility already connected for node one to node two.

Q: What if node one and node two were at WorldCom switches that were on BellSouth's network?

A: We wouldn't have that. Maybe I am not understanding the question.

Q: Well, let's say that we have been referring to node one as node two, let's call them switch one and switch two.

A: MCI switches?

Q: Yes. And let's, again, assume those switches are located in office buildings that are served by BellSouth.

A: Customer premises, locations, or —

Q: Well, just an office building where we lease a floor and you've got equipment on another floor that you serve the building?

A: Talking about a central office? I am just trying to get straight in my mind what —

Q: Understood. It would be WorldCom switches but not necessarily BellSouth switches in the building but rather BellSouth facilities in the building. Is that — were you clear on what we are talking about?

A: Yes, we could be — a case comes to mind,

Page 135

I think, that it would be like MCI has a POP, Point of Presence. And they buy special access service from us, long-distance is an example thinking about it, from that POP to the wire center that serves it.
Q: But going —
A: That is the kind of situation I am thinking about.
Q: Well, let's go back to the situation I outlined where we have got — and I think we are sort of using MCI and WorldCom interchangeably and that is fine with me.
A: I tend to do that in my testimony. I hope you will bear with me.
Q: Happy to.
Go back to the situation where we have got WorldCom switch one and WorldCom switch two, both in office buildings served by BellSouth. In that situation, would BellSouth provide dedicated transport between the two switches?
A: No. Because there is something about that situation that I just need to be clear. You say we have facilities in the building. What I am thinking — well, I am not sure what that — what we are talking about.
Q: What I have in mind is not that BellSouth

Page 136

has a switch in the other building but rather that BellSouth serves both buildings. Provides service to the lessees in the building.
A: And, obviously, provides them with transports or traffic.
Q: In that situation, would BellSouth provide dedicated transport, again, from switch one to BellSouth end office one to BellSouth end office two to WorldCom switch two?
A: No. Because we don't have that. We would have in that case, we would have some facility in that building under that kind of an example that ran to that building. They are running to that building from a BellSouth central office somewhere.
So let's say MCI also has a switch in that building and MCI buys some dedicated transport from us to use to connect from that building to the central office serving it. Certainly MCI could purchase unbundled dedicated transport for that. But that is all we know.
We don't have the transport connected that says we have got to continue with — to effect a continuous circuit from one MCI service to another. We have got transport that goes from that building to MCI switch. We have separate transport

Page 137

that runs between the two wire centers. There is no correlation between that transport and the first piece.
And then we have got a third piece of transport that runs between the other wire center and the building where MCI second switch is located. There is no correlation between that piece and any of the other two.
Q: All right.
A: They are all just separate transport facilities.
Q: So —
A: May not even be the same capacity, may not even be the same equipment.
Q: I think what I hear you saying is we are really in the same situation as if we had two WorldCom nodes?
A: It is no different.
Q: Again, we could lease three separate pieces of dedicated transport, but not three connected pieces?
A: Right. Because we don't have it.
Q: Help me understand something. The SEC talks about in terms of providing dedicated transport between switches and between wire

Page 138

centers.
A: It is incumbent LECs, wire centers — between incumbent LEC wire centers and a CLEC location or between two incumbent LEC wire centers.
Q: Not between —
A: Two CLEC locations.
Q: That is your understanding of what the —
A: Yes. Because we don't have any of those.
Q: Let me make sure I understand BellSouth's position with respect to independent telephone companies which I sometimes called ITCs. BellSouth typically has facilities that run to end offices at ITCs, doesn't it?
A: I don't know whether we typically do or not.
Q: Are there many cases where you do, say, here in Georgia?
A: I just don't know. Some of the smaller ones and all they have is one switch, and in that case I don't know whether you call that end office or toll switch end office or what you call it.
But typically what we will have is facilities that run — it is a meet point type

Page 139

arrangement with most independent telephone companies where our facilities run up to a point and then they have facilities from that point and beyond.

Q: Is BellSouth willing to transport WorldCom traffic, say, from a WorldCom switch, to such a meet point?

A: If we are talking about local traffic, yes, that would be a case of where we are performing a transiting service.

Q: Let me rephrase the question. Would BellSouth be willing to permit WorldCom to lease dedicated transport from its switch to such a meet point?

A: I don't believe so. You could at least dedicate a transport from your switch to the BellSouth wire center. Now, from that point to the independent, since we only go to a meet point, that is why I am just not sure.

Q: Well, my question really was, would you take it up to the meet point. I am not asking whether BellSouth would take it — you couldn't take it beyond your own facilities, obviously, you can't lease something to us that you do not have.

And do I understand your answer to be as

Page 140

to whether you would go beyond your switch to the meet point, you don't know whether BellSouth would do that or not?

A: No.

Q: And, again, you understand in Issue 18 that is one of the things that WorldCom is asking for?

A: I don't know whether that is or not. The way I understand Issue 18 is WorldCom is saying that we will designate two points and you are obligated to provide us the transport between those two points regardless of what they are.

Q: Well, I mean, you recognize that one of the specific things that has been raised in connection with Issue 18 is whether we can get dedicated transport to — up to the facilities of an ITC, that that is something that the parties have been talking about, and that is an issue in this case?

A: That is one example, but from what I understood was to resolve this issue with WorldCom would require us to agree to provide facilities between any two points that WorldCom designates.

Q: I rather not engage in that debate because I don't believe that is where the

Page 141

negotiators are right now and I rather just focus on the more specific issue of dedicated transport to an ITC.

Not to belabor it, but you understand that is one of the sub issues, I will call it, under Issue 18. And your testimony here today is you don't know where BellSouth stands on that?

A: I just don't remember.

Q: Let me follow up just a bit on the network node discussion that we were having.

You were describing some reasons that it might be — there might be some problems with BellSouth trying to provide the three connected pieces of dedicated transport. You remember that discussion.

Can you explain to me in a bit more detail why that might be technically difficult for BellSouth to do?

A: Well, it is just not the way we engineer our network. We put in interoffice transport facilities based on the load and that cross-section that we expect to have for the traffic that is going to flow across that cross-section. We don't engineer for, you know, point-to-point.

When I say point-to-point, I mean like in

Page 142

the example you gave, wherein you have got a point going to one wire center to another wire center to a third point. We don't engineer to provide facilities to make that continuous connection, we engineer to provide each cross-section individually and in the right capacity within that cross-section.

It doesn't matter to us whatsoever how one cross-section is connected to the other for those engineering considerations.

Q: Are you saying that it is a capacity issue, concerned with the blockage?

A: For?

Q: The reason why BellSouth does not want to provide us those three pieces of dedicated transport in a connected way?

A: We don't have that. That is why I was explaining them to you. I was explaining to you why we don't have them.

Q: Well, you have each of the three pieces —

A: We don't have them all connected because we don't engineer our network based on that type of a consideration. Whether you go — we look at each cross-section individually, and we say, okay, how

Page 143

much traffic is going through this cross-section.
We don't care whether it came from MCI switch one, BellSouth building two, it is irrelevant to us. All that is relevant is how much traffic is going to be in that cross-section.
But in order to do what you described, what we would have to do is we would have to engineer a complete facility from point A to point B, which was never even entered into the facility. We engineer each cross-section individually.
Q: Is it your testimony, sir, it is physically impossible for BellSouth to do that?
A: To do —
Q: To connect those three pieces of dedicated transport?
A: I don't think it is physically impossible to do it, no.
Q: Isn't that really the way private line works?
A: For private line that we would provide, say, between one of our customers and another?
Q: Yes, sir.
A: Yes, I believe it might, yes. I think it does. We piece together in three different pieces,

Page 144

in that example, and connect them together and provide them a private line.
Q: So it is technically feasible to do that?
A: That is why I said, I believe it is.
Q: So why don't you do it for us?
A: Well, because for one thing, we are not obligated to do that. If you want to connect them, you can connect them. MCI can connect them if they want to. We are not obligated to connect them for you. And in the case of unbundled transport, we are only obligated to provide the unbundled transport that it takes for us unbundled transport of our existing network.
Our existing network consists of discrete pieces of unbundled transport, not continuous pieces of unbundled transport.
If you wanted to resell a private line service that was made up of continuous pieces of unbundled transport and work them together you can certainly do that, but we don't have unbundled transport that is connected together between various different end points that is available to provide, and would greatly complicate the ability to engineer transports if we were able to do that.
Q: Are you an engineer, Mr. Varner?

Page 145

A: Actually, my degree is in engineering.
Q: Is your practice in engineering?
A: No, not for BellSouth. No.
Q: How long have you been with BellSouth?
A: A long time. 28 years.
Q: Let's talk about Issue 22 for a couple of minutes, Mr. Varner.
A: 22 did you say?
Q: Yes. Which has to do with line sharing. I take it from your testimony that your principal concern is that WorldCom is proposing language that would enable it to serve its own UNE P customer and provide that customer with a line-sharing arrangement so that WorldCom could provide the customer with, say, X DSL service over the same line. Is that a fair statement of your concern?
A: I understood that to be one of the issues that was being addressed and, again, this one was another one where I had some difficulty trying to figure out where the real dispute was between the parties. I knew that that was a part of it, but it also seemed there was an issue with regard to the prices for line sharing, even outside of the UNE P situation.
Q: That is what I was going to ask you

Page 146

next. WorldCom fairly recently has sent over a proposal to BellSouth that it was drawn in large measure from the BellSouth COVAD agreement. Have you reviewed that proposed language?
A: No, I have not.
Q: Other than the one issue we just talked about with the UNE P customer, as we sit here today, you are not aware of any other issues that WorldCom and BellSouth may have with regard to Issue 22?
A: Well, again, it appears there was a pricing issue. And if that has been resolved, then, the only thing that will remain, I guess, is the UNE P issue.
Q: Let's talk about Issue 23 which is the SONET ring issue.
A: All right.
Q: I am going to ask you to take a look at revised 10.2.3 and, actually, at the end what you are going to see is the language that is similar to, if not identical to, the last sentence on dedicated transport.
Let me just ask you this. Can we agree for the purpose of this discussion that WorldCom is not asking BellSouth to build SONET rings for us?
MR. TWOMEY: Well, let me just object

Page 147

to the form of the question. Are you asking him to testify about what MCI has in its mind when it speaks those words or are you asking him to take your word for it, that that is not what you are seeking?

MR. O'ROARK: I will rephrase the question because, Mr. Varner, when I showed you similar language on dedicated transport issue, Issue 18, you weren't comfortable on the spot agreeing that we weren't asking you to construct facilities. So I am not even asking you to — well, I will ask you.

Q: (By Mr. O'Roark) I mean, looking at that language, can you agree that we are not asking you to build SONET rings for us that don't currently exist?

MR. TWOMEY: Same objection. Go ahead and answer.

THE WITNESS: I am not sure whether you are or you are not.

Q: (By Mr. O'Roark) Then for purposes of our discussion, let me ask you to assume that we are not asking BellSouth to build SONET rings for us.

Let's talk a little bit about what SONET rings are and what kind of functionality they

Page 148

provide.

Can you agree with me that one of the functionalities you get with a SONET ring is redundancy, that is, the capability to accomplish nearly instantaneous restoration so if you cut a fiber there is no or virtually no interruption in service?

A: Yes.

Q: Can we agree that SONET rings give you the ability to add service at any node on the SONET ring regardless of whether service is being provided at other nodes on the SONET ring?

A: Yes. If you have a capacity.

Q: And SONET rings also give you the ability to provision service remotely; isn't that correct?

A: Yes.

Q: Can you think of any other significant functionality that SONET rings provide?

A: Well, really, the only one of those that is really unique to a SONET ring is the — well, in fact, none of those are unique to a SONET ring.

The only one that is unique to a ring typology is the first one, so it is a self-healing. All SONET refers to is a particular type of equipment that operates under a certain specific

Page 149

protocol. So that is really the thing that a SONET ring brings above anything else is it operates with the SONET profile.

Q: So the second two points, the ability to add service on to any node and the ability to service provision remotely comes with any old transport?

A: You could do that. You don't need to even have a ring typology to do that, or SONET. In the first one you would have to have a ring to do it, but it doesn't have to be a SONET ring.

Q: So even the redundancy point doesn't have to be SONET, there are other types of rings where you could get that functionality?

A: We were providing ring architecture before SONET even was developed.

Q: Well, what functionality is unique to a SONET ring?

A: The protocol.

Q: Where does the protocol get you?

A: It is a standard set of — it is a sort of a standard description of how the traffic is going to be transmitted among the various points that would apply — anything that has any SONET equipment is going to transmit information utilizing

Page 150

that specific addressing mechanism. So that any one piece of SONET equipment could communicate with another piece of SONET equipment.

Q: I believe in your testimony you are saying that BellSouth is willing to allow us to use SONET rings for dedicated transport; is that fair?

A: Where it exists. If you order dedicated transport from us and that dedicated transport happened to be provided over a SONET ring, that is the way you will get it.

Q: When WorldCom orders dedicated transport that goes over a SONET ring, will BellSouth provide the redundancy feature of the SONET ring as part of a service to WorldCom?

A: To the extent it exists. If it exists there and is provided — if it is there then they would get it.

Q: And would WorldCom be able to add service at any node on BellSouth's existing ring regardless of whether WorldCom had, say, customers at any of the other nodes?

A: Well, WorldCom would be adding a service. WorldCom is purchasing a service from BellSouth, so if they wanted to purchase additional transport facilities, they would purchase those.

Page 151

And then we, you know, to the extent that they are there, we sell them to work on.
Q: Well, in other words, say WorldCom has customers that are served off of a couple of the nodes and we want to — we could add another node, wherever it was on the ring, it had a customer off of that node. BellSouth would allow us to do that?
A: I don't know how you could do that.
Q: What is your problem with — I may not be describing —
A: I am not sure you are describing something that is —
Q: Well, I am not an engineer, so perhaps you can help me. What is a node on a SONET ring? What function does it provide?
A: It is a couple of functions. That is typically where you have the electronic equipment you can do multiplexing and de-multiplexings of the signals there, you can use tasking and so forth at that point. You can add and subtract circuits that are on the ring at that point.
Q: And would BellSouth allow WorldCom to add or subtract circuits on the ring at those nodes?
A: No. In this case what you have to do is you are purchasing dedicated transport, you would

Page 152

issue an order — and you have ordered "X" number of dedicated transport facilities. If you wanted to increase that number, you place an order for more and then we provision more. If you wanted to decrease that number, you place an order to disconnect and we disconnect some.
Q: You said that one of the functions, not only of SONET rings but of other kinds of rings, is you can service provisions remotely.
For example, in the SONET ring service building and we wanted to — you can provision service remotely, so that if you had a SONET ring that connected a number of office buildings and WorldCom had dedicated transport over that SONET ring and wanted to serve a customer in one of those buildings, it could provision that service remotely?
A: Actually, I think BellSouth would be provisioning a service remotely. You have purchased the UNE from BellSouth, so if you wanted now to, I guess add a customer to —
Q: I am just not following this.
MR. TWOMEY: I want him to answer. You didn't let him finish before you started talking.
MR. O'ROARK: I did. I thought he was

Page 153

finished.
MR. TWOMEY: All right.
Q: (By Mr. O'Roark) Sorry to interject.
A: Anyway, the ability to add, to operate service remotely, is not necessarily a feature of a ring, you can do that on a non-ring type of architecture as well.
Q: Let me see if I can't short-circuit this. When BellSouth leases dedicated transport to WorldCom over a SONET ring, existing SONET ring on BellSouth's network, BellSouth will provide, as part of that dedicated transport, all the functionalities that are part of that SONET ring?
A: I can't say that definitively. What we will provide is any capabilities that that SONET ring would permit us to provide for that dedicated transport that you ordered.
That SONET ring may extend beyond the dedicated transport that you ordered and it is obviously going to have capabilities beyond those two points.
So because you ordered transport from two points that happen to be on a SONET ring doesn't necessarily mean that you got access to all of the other points that are on that ring, if that makes

Page 154

any sense.
But to the extent whatever capabilities are available between those two points that you have ordered transport on that that SONET ring gives, you will have those capabilities.
Q: Help me with something. Let's say we have got dedicated transport over SONET ring, we serve — and our — let's say we interconnect at the SONET ring, just picture a clock and we connect at 6 o'clock and we serve a customer that is at 12 o'clock, those would be the two points. Now we want to serve a customer that is at 3 o'clock. Are you saying we would have to order more dedicated transport to serve that customer that was at 3 o'clock?
A: You may. You may. If you ordered dedicated transport from 6 o'clock to 12 o'clock, then that is what we provided to you.
Now, let's say you come in and say, okay, what I really want to have is 6 o'clock to 3 o'clock and 3 o'clock to 12 o'clock. We can provide that, but I am not sure you necessarily need to order more, but you may need to order different transport.
Q: What do you mean by different?

Page 155

A: Like I say, instead of 6:00 to 12:00 it may be 6:00 to 3:00 and 3:00 to 12:00. You may have to order two different pieces in order to do that.
Q: At Page 18 of your rebuttal, Mr. Varner, you object to WorldCom's testimony to the effect that BellSouth should add the necessary electronics to existing fiber transport facilities.
Do you see that?
A: Yes, sir.
Q: Aren't the electronics included in the price of transport?
A: Yes.
Q: So what is the basis for your objection?
A: Again, because it may require us to construct new facilities in order to effect that transport. I think I went on to say we don't object to, you know, making minor modifications if that is all that is needed, but I can give an illustration or two extremes which probably kind of illustrate the point I am trying to make there.
Q: That would be fine.
A: You came to us and you wanted to do dedicated transport and all we had to do is put in a line to increase capacity in the optical system in order to provide it to you. We don't have a problem

Page 156

doing that.
But if you come in and you order transport and it requires us to change out and upgrade the system from an OC-3 to an OC-96 we would have a problem with that because that is going to require us to construct a whole new system in order to do that and we are not obligated to do that.
Q: When you say "construct a whole new system" taking your example from OC-3 to OC-96, would that require BellSouth to put in additional trunk routes or is that strictly a matter of the electronics?
A: Just probably the electronics but it is a trunk routes, so that is how you get trunk routes is by the electronics that you have on each end. It is not so much restricted by the fiber that is running between them, but it is the electronics that determine how many trunk routes you have.
Q: So I understand you are saying on the one hand you have got some objection to putting electronics particularly if there are major changes, but on the other hand you don't have a problem with minor changes and you have given me two extreme examples. Can you articulate a principle that would sort of guide us as to how far BellSouth is willing

Page 157

to go?
A: I have done it as about as well as I could in the testimony. I don't think there is any way that you could go down and identify each and every case and codify that.
So I think the best that we can do is to really identify a set of principles. First, we are not obligated to construct new facilities; however, we don't have a problem with making minor modifications to existing facilities, if that is all it takes to accommodate your needs. Beyond that I am not sure how more definitive we can be.
Q: Well, let's say BellSouth has an OC-3 SONET ring system and we want dedicated transport that we are not requiring you to go beyond C-3. Typically what would that require BellSouth to do once we put in our line for —
A: Typically that would require us to put in a line cord.
Q: So is it fair to say that so long as we don't have to — BellSouth isn't required to upgrade to the next OC level, that BellSouth is willing to provide dedicated transport over the SONET ring?
A: Well, again, no, that is not really —
Q: What other problem would there be?

Page 158

A: Well, it is really more I think a matter of the request. With regard to providing it over the SONET ring, this is an issue with respect to dedicated transport regardless whether it is over SONET or anything else, so that is really not the issue.
But now the second part of it, which is, well, we say okay, as long as you don't have to go over or build something over into the next capacity, I don't know whether that is right or not. We obviously have to look at it on a case-by-case basis.
There may be some situations where we were required to do that where we wouldn't have a problem doing it. There may be some situations that are less than that where we would have a problem doing that. So I don't think that that necessarily is a way to define what we would be agreeing to do.
Q: You have identified moving up from one OC level to another as an important issue for BellSouth. Is there any other such issue that you can identify for us today?
A: Well, yes, the example I gave was to just illustrate the extremes and, actually, what I show was not just upgrading one to another, it jumps

Page 159

several in-between.
Q: I understand, you could be OC-3 to whatever the next level is?
A: To whatever and so forth.
Q: But — any other type of problem?
A: Yeah. The type of problem that I am addressing is the same regardless, and that is all we have — to what extent are we having to construct facilities to accommodate this request, which is something that we are not obligated to do, but, on the other hand, it doesn't make sense to us to be absolutely rigid about that and say we are not going to do anything because we do have an obligation as the OC says. If we have to make modifications and so forth we have to do that.
So the question becomes is where's the line between modifications and construction. And I think the only way you will be able to do that is to deal with it on a case-by-case basis.
Q: As we sit here today, other than the OC level increase factor, can you identify any other specific factor?
A: Oh, yeah. Within an OC level there are — you put in, you know, different capacities of equipment to be able to handle, you know, various

Page 160

levels of traffic.
Just because you haven't — equipment for an OC-3, all that means is you put in the equipment that is common, that is going to be common on everything that uses that OC-3. That doesn't necessarily mean you put in the equipment to give you that full capacity of that OC-3, and how much equipment is it going to take to have to be put in to do that will be an issue, even within an OC level.
There is equipment that is common to everything and then there is equipment that is discrete depending on the amount of capacity that you are adding, and then when you get down to the point where you are talking about plug-ins at some point.
Q: So a lot of it really has to do with how much traffic WorldCom wants to put on the facility?
A: How many transport facilities are they requesting on that particular order.
Q: Is BellSouth willing to lease the whole SONET portion of the whole SONET ring to BellSouth — let me try that again.
Assume there are no problems with constructing facilities, that it is just a line cord

Page 161

we are talking about and BellSouth doesn't have to make any major modifications. Is BellSouth willing to lease a part of the whole SONET ring to us as opposed to just a point-to-point service? For example —
A: Well, we are not obligated to do that. Now I don't know whether we would be willing to do that as a separate business arrangement between BellSouth and MCI — and WorldCom separate from the 251 arrangement or not, I don't know that.
Q: Well, let's take an example to make things more concrete. Let's say you have got an OC-96 ring and we want to lease OC-3 capacity on the ring. Is it your testimony that BellSouth is not obligated to do that and would not agree to do so in their interconnection agreement?
A: My answer to that is we are not obligated to do it. Now, whether we would or won't do that is a question I don't know the answer to.
Q: And I take it the basis for your opinion that you are not obligated to do that stems from the local competition order that you cited in your testimony?
A: Yes.
Q: Which I think had to do with the Sprint

Page 162

proposal for SONET rings?
A: I can't remember whether it was Sprint or not, but I think that is right. I know Sprint had a proposal, but I don't remember whether it was on this issue or another issue.
Q: Let's take a look at your testimony real quick just to make sure we are talking about the same thing.
A: Yeah, it is Sprint.
Q: Sprint. Okay. Why don't we move on to Issue 28.
A: Okay.
Q: Which has to do with the CNAM database. And the issue here is BellSouth wants to provide access to the CNAM database on a dip-by-dip basis using BellSouth's SS7 signaling system and WorldCom wants to get a downloaded database; is that a fair synopsis of the issue?
A: Yes, I think.
Q: CNAM database contains caller name information for BellSouth end users and end users of any carrier that stores names in BellSouth's database; is that right?
A: Yes.
Q: Page 25 of your direct, you state that:

Page 163

"Providing a download of the CNAM database would unnecessarily increase BellSouth's cost."
Do you see that or recall that?
A: Yes.
Q: What would the cost be to BellSouth of providing a download of the CNAM database?
A: I don't know if we ever tried to figure it out. I don't know that we offered it. But providing that download is certainly going to be more costly than providing the access which we are already doing.
Q: How long would it take to download the database; do you know?
A: I really don't know. It would be a big database, so I think it would take a considerable amount of time.
I think we went through a similar issue with respect to the RSAG database with MCI. This is going to be at least as big. Because it not only contains customer name and address for BellSouth customers, it is everybody who has decided to put their listings in that database.
Q: I mean the RSAG includes addresses and lots of other information about BellSouth's customers. Is CNAM, I thought CNAM just included

Page 164

names?
A: Well, it associates those names with telephone numbers for one thing. And it is going to include more individuals than RSAG does because RSAG is just our street address guide for the territory that we serve. It is customer name and address information for every carrier that has decided to put their names in that database.
Q: Just talking in rough terms, would the exercise of downloading the CNAM database be roughly comparable to what was required to download the R-7 database?
A: I couldn't say that. It is the same order of magnitude type of operation you are talking about.
Q: Probably talking about the same kind of thing?
A: Same order of magnitude I would say.
Q: Now, it would be BellSouth's position that WorldCom would have to pay the cost of the download assuming that it would provide it, correct?
A: Yes.
Q: So if BellSouth is going to be compensated, why does BellSouth object?
A: Because we don't want to develop the

Page 165

capability to do that. We don't have to do this. Whenever we develop a capability to do a particular thing, we go in, we invest and develop the time and effort and so forth and if nobody ever buys it, we never recover that.
Q: But if WorldCom agrees to buy it and pay you for all that, BellSouth is not hurt, is it?
A: Well, we would have to continue to have that capability there, have people keep it updated. Every time we make a change to the CNAM database for whatever reason, we have to ensure that the software, if it is downloaded, is still going to work, whatever change that would make.
So we have an ongoing — we are building in another ongoing operation that we would have to support in order to do this.
Q: And as long as WorldCom was getting updated to the database, they would have to continue paying for it?
A: Getting updates? You mean — downloads?
Q: Yes, I think we are talking about the same thing. Somehow I mean WorldCom once it got the initial download would have to get updates and —
A: Updates —
Q: Now I think we are understanding each

Page 166

other. For which WorldCom would have to compensate BellSouth, so again, there would be no financial impact to BellSouth, can we agree on that, as long as you are actually compensated —
A: Depending on what the rate structure is around it, I think you can construct one that would do that.
Q: Assuming that you could construct that rate structure, why would BellSouth object to provide it to WorldCom?
A: It is a resource issue. We have a number of things that we have to do and there is only so many resources to go around. We prefer to devote those resources to things that we have to do instead of things that might be nice to do and so forth.
If we can, and we can reach agreement on that, reach an agreement on price, then we will do it, but we are not in the business of just accepting to do every kind of business even though we are not obligated to do it.
Q: It is fair to say that if BellSouth SS7 network is down WorldCom has got no access to the CM database?
A: Nor does BellSouth.
Q: And if we can only dip from BellSouth CM

Page 167

database we can basically only provide services in the same way that BellSouth provides them?
A: No.
Q: You wouldn't agree to that?
A: No.
Q: Well, you would agree that at least the only way we would be getting the information would be one name at a time so we wouldn't have our own database that we could manipulate and — as we chose?
MR. TWOMEY: Let me object to the form. I am not sure I understand the question.
THE WITNESS: Yeah.
MR. TWOMEY: Is the question if you don't have your own database then you don't have your own database? I mean, I am not sure I understand the question.
Q: (By Mr. O'Roark) Well, without our own database, all we can do is get the caller name information one dip at a time, that is true, isn't it?
A: I believe. I am not sure. I think that is right. I think each transaction requires a separate query. I think that is right.

Page 168

Q: If we had our own database, we could manipulate it and perhaps provide different services; isn't that right?
A: I don't know — no. I mean, when you say provide different services —
Q: You don't know one way or the other?
A: No. I don't know without having your own database versus taking the dip, getting the access on the database, allows you to provide any different services.
Q: Let's talk about Issue 32.
MR. ADELMAN: Hold on.
Q: (By Mr. O'Roark) Issue 32 has to do with the joint optical interconnection facility. And it concerns usage charges for traffic that traverses a joint optical interconnection facility; isn't that correct, Mr. Varner?
A: Yes.
Q: For nontransit traffic, we agree that neither party will charge the other for usage over the facility?
A: I believe that is the case. From looking at the language I wasn't sure, but it appears that that is the case.
Q: Can we agree to talk about this as — can

Page 169

we refer to the joint optical interconnection as the JOI, J-O-I, which is the way I have heard the Negotiator refer to it from time to time?
A: Right.
Q: Just so I don't get tongue-tied for the next 20 minutes?
A: All right.
Q: If BellSouth has more originating traffic than WorldCom does, WorldCom would still incur the cost of constructing its half of facilities to accommodate that traffic over the JOI?
A: I don't recall. My understanding of this issue is that whatever arrangements that had to be worked out wherein the traffic originated with one of the two parties was resolved, so I didn't even look into that. As I understood it, the only thing that was left at issue was what happens with transiting traffic.
Q: Just so we can discuss this, I will tell you my understanding is, in line with the questions I am asking you, that for nontransit traffic the parties won't charge each other usage over the JOI facility.
Can you accept that subject to —
A: I will accept it, yes. I haven't looked

Page 170

at it because I understood that part was resolved between the parties.
Q: Assuming that it is, that means that if BellSouth has more originating traffic than WorldCom does nevertheless, WorldCom is going to have to build its facilities up to accommodate that BellSouth originating traffic?
A: I really don't know. See, I didn't even look at that part of it.
Q: Do you agree with me as a matter of logic that that is true?
A: Well, it depends on what this arrangement is and what the parties agree to do in terms of who builds what and who installs what. That may be the case. It may not be, it just depends on what the parties agree to do under that circumstance.
Q: I mean do you understand that under this provision the parties would each provide 50 percent of the facilities of the JOI?
A: Financially, yes, that is my understanding. In terms of how that actually gets done physically, I just don't know.
Q: It is your testimony that BellSouth usually has the majority of originating traffic, isn't it?

Page 171

A: In total that would be correct.
Q: When you say "in total," are you suggesting that there are pockets of places where —
A: It may be the reverse.
Q: Overall, though, you got the majority?
A: In the aggregate, yes.
Q: If BellSouth has more originating traffic, under the part that has been agreed to as I have described it to you, that is going to mean that WorldCom doesn't get any additional compensation for BellSouth's greater usage of the JOI than WorldCom, right?
A: Yes.
Q: Now, Mr. Varner, as I understand it, you have raised a couple of proposals here and I would like to walk through them one at a time.
A: All right.
Q: The one that was described in your direct testimony involved there being I believe what you described as a primary fiber that would be considered WorldCom's fiber and then a second fiber, secondary fiber that would be considered BellSouth's fiber. Is that fair?
A: I don't recall that.
Q: Well, let's take —

Page 172

A: I am trying to find it.
Q: Mr. Varner, I believe what I was — had been looking at was BellSouth's contract proposal. I am showing you the —
A: Here?
Q: Yes. — the testimony of Ron Martinez where he quotes what we understand to be BellSouth's language. Let me ask you to take a quick look at that and see if that is familiar to you.
A: Yes, it looks familiar, yes.
Q: Thank you. Sir, do I have it right about the BellSouth's proposal being that there would be a primary WorldCom fiber and a secondary BellSouth fiber?
A: Well, that is not really right. What we are talking about is that in the event of a service interruption, essentially what you are describing is what happens in the event of a service interruption and, obviously, the first route that any carrier would use — when you are talking about joint facilities the idea of a route is not really appropriate because all you are talking about is financial division between the parties.
But the first option is to use your half of the facilities for your own traffic. And if

Page 173

there is an interruption, then you can use the other party's half for the duration of that interruption. If yours are down you use the other party's half.
Q: And as I understand the first proposal, that is when there is a cut in the fiber — well, start at the beginning.
When the fibers — when the fiber ring is functioning normally, neither party would be compensated for transit traffic other than when you get the transiting fee on the other side of the JOI facility, but there would be no usage fee for transiting the JOI facility itself?
A: Yes.
Q: And then when there is a cut in the fiber ring, then what BellSouth proposes is at that point BellSouth would be entitled to charge for the usage of the fiber ring with respect to transit traffic originated on WorldCom's network that goes to BellSouth's network?
A: No.
Q: — go ahead.
A: It is transiting traffic where MCI is — let me see. Seems like there could be two situations, one where MCI is the transiting carrier or it is a situation where BellSouth is the

Page 174

transiting carrier between MCI and another company.
Q: Can you repeat that?
A: Seemed like the possibility there would be two situations: One where MCI is the transiting carrier — actually two other companies that are the originating and terminating carrier and MCI is operating as transit carrier, or there could be a situation where BellSouth is a transiting carrier between MCI and a third company.
I am not sure what this was trying to address because I don't have the rest of the language that is associated with this provision to be able to tell.
Q: Without looking at that language, do you know whether BellSouth is proposing that when there is a cut in the fiber length, that BellSouth would receive a usage fee for its transit traffic?
A: For the transit traffic that MCI sent over to BellSouth.
Q: That originates on the WorldCom network —
A: That would have been handled by WorldCom had there not been a cut or service interruption.
Q: I was with you until that last piece because — all right. When you say MCI is the

Page 175

transiting carrier, that means that there is, say, traffic coming from ALLTEL to MCI, goes to BellSouth as the transit — as the terminating carrier. When you say that BellSouth is the transiting carrier, say it goes from ALLTEL to BellSouth to MCI as we now call it WorldCom. Right?

A: No. Not the first situation. What I was thinking about when I was saying MCI as the transiting carrier is ALLTEL to MCI to Ball Ground.

Q: Through BellSouth?

A: No. BellSouth isn't even involved in it. It is just MCI.

Q: Why would it go through our intersection point then?

A: Because you, for whatever reason, decided you wanted to perform a transiting function for those two companies, which you can do if you want to.

Q: You have lost me, though, because — how does it go from, say, WorldCom to Ball Ground through the —

A: No, ALLTEL.

Q: ALLTEL to WorldCom —

A: To Ball Ground. Say you wanted to perform a transiting function for ALLTEL. For those

Page 176

two companies.

Q: But why in that circumstance would the traffic pass through the WorldCom, BellSouth —

A: Because you wanted to do that.

Q: But doesn't BellSouth get in the picture then?

A: No. Because what we have done, as I understand it with them, all we have done is we have set up a facility that both companies are operating as they see it, but they agree to share 50 percent of the cost of it. We don't have any control over what you operated that for or how you operate it. I don't think MCI is in that business, though.

Q: I am just not picturing it yet and bear with me, I will get it.

A: Sure.

Q: The traffic goes from ALLTEL to WorldCom over the JOI facility which connects the WorldCom and BellSouth networks. I am at the JOI facility. How does take traffic get to Ball Ground without going through BellSouth?

A: It could be between two nodes on MCI's side of the facility.

Q: I see. So somebody else interconnects at the JOI also?

Page 177

A: Also.

Q: Now I understand what you are telling me. All right.

Now, back to what we were talking about before. I mean, what transiting traffic is BellSouth trying to recover for here?

A: It will be any transiting traffic. I think the predominance of it is going to be a situation where BellSouth is acting as a transiting provider between MCI and a third party. Let's say MCI to BellSouth to ALLTEL.

Q: And in that case there is a cut in the fiber link, BellSouth wants to charge the usage fee for the use of the JOI facility for that transit traffic.

A: It is not a usage rate of charge.

Q: What would the charge be?

A: It is a recurring charge.

Q: Well —

A: It is a charge for the use of the facility, but it is not a permitted type charge.

Q: I see. So BellSouth would propose to charge some prorated amount?

A: Right.

Q: For the period that the line is cut —

Page 178

A: Uh-huh.

Q: How often do fiber rings get cut?

A: I don't know. I have never looked at the statistics. All I ever hear about are the horror stories. So I know there are more of whose. I don't think it is a very frequent occurrence, but I know it is not a rare occurrence either.

Q: Our companies have the wherewithal to fix them pretty quickly, don't they?

A: Well, quickly is not always the case and that is part of the problem, depending on, you know, the degree of what you have to do it can be pretty extensive. It can take a while.

Q: Can you give me any kind of order of magnitude? I mean, are we talking days, weeks, months? Years?

A: Years? I don't know that. I doubt there is any that has taken that long. I know — I can't say I know. I have heard of situations where it has taken weeks to do it.

Q: And that would be a pretty bad one, I assume?

A: Yes, that would be a bad one. I mean, that doesn't necessarily mean it hasn't happened, but it would be a bad situation.

Page 179

It all depends on what happens when you get out there and what do you have to do in order to fix it. Do they take out a chunk of the fiber when they broke it or is it a cut that you can splice together. Is there enough slack in the cable to be able to fix it or are you going to have to do trenching or something like that in order to lay some replacement fiber to fix it.

Q: The recurring charge would be based on BellSouth's estimate of the amount of transit traffic going through the JOI?

A: No. It is really based on the percentage of the trunks that are used for transit versus nontransit. You calculate a factor based on this and apply it to the recurring billing amount. It is prorated for a period of time.

Q: Do you have any idea what kind of dollars we are talking about here?

A: No, I don't.

Q: Would WorldCom be compensated for its transit traffic? In other words, would this be a reciprocal provision?

A: It would be if WorldCom was performing a function, but I don't think that they are.

Q: If we do —

Page 180

A: If you did —

(Interruption by court reporter.)

Q: (By Mr. O'Roark) So we agree that if WorldCom over time develops transit traffic, WorldCom or rather BellSouth is agreeable to having this provision be reciprocal?

A: Yes.

MR. TWOMEY: I was going to object to the form of the question. I thought you mischaracterized his testimony; but if he says yes, that is fine.

MR. O'ROARK: It is his testimony now.

THE WITNESS: When I say "reciprocal," it is the same situation. If the cable was cut and you were the provider, and we then sent the traffic you were carrying, you know, our transiting traffic, then it would operate the same way for you as it operates for us.

MR. TWOMEY: Now that is his testimony.

(A recess was taken.)

Q: (By Mr. O'Roark) Mr. Varner, we were talking about Issue 32. A couple more follow-up questions.

If I could ask you to look at your

Page 181

testimony, your direct testimony, Page 28. I think you have answered this, but I want to make sure I am clear on it.

I am looking at the testimony starting on Line 22 where you talk about the monthly recurring charge. If I am understanding you correctly, that monthly recurring charge would only be assessed in the event of an outage; is that right?

A: Yes.

Q: And would be prorated for the length of the outage?

A: Yes.

Q: Now, is BellSouth proposing a bill for transit trunk availability regardless of how many transit trunks were needed during the outage?

A: Say that again.

Q: Sure. As I understand what you are saying is that you are going to come up with some number of transit trunks and apply that prorated recurring charge based on that number that are in the JOI facility; is that what your testimony is?

A: I am not sure. I am not sure whether we come up with the number or whether MCI comes up with the number.

Q: But regardless, it is not necessarily

Page 182

based on the number of transit trunks in use during the outage; is that right?

A: No. Because I don't think you can really tell. Typically what we are talking about here is dedicated facility, if all you know is how many you have. There is really no way to know whether traffic is actually flowing over them or not. So it is just a relationship of transit trunks is the total traffic is all you know.

Q: And in the case where BellSouth overall originates more traffic than WorldCom, even taking into account transiting traffic that WorldCom originates, WorldCom would still have to pay BellSouth this extra recurring charge?

A: Yes.

Q: Let's talk about Issue 33, which also has to do with SONET rings. But in this case, as I understand it, BellSouth's position is that it should have the right not to interconnect via the SONET ring whereas WorldCom's proposal would require BellSouth to interconnect via the SONET ring at WorldCom's request?

A: Yes.

Q: And I guess to put it, BellSouth's position is slightly different way, BellSouth wants

Page 183

veto power over interconnecting via SONET ring?
A: No, that is not really it.
Q: Why not?
A: All we are saying is that we are not obligated to build a SONET ring to interconnect with MCI if we don't have one. You know, if we have one, and that is the form of interconnection that we can do, we don't have a problem with interconnecting over existing SONET rings.
But if we have to build a SONET ring, which we understand MCI's position is MCI says if I want to interconnect with you, point A, and I want that to go to SONET ring, we don't have one, we have to go build one, and that is what we are not willing to do.
Q: And typically are WorldCom end offices on BellSouth's SONET rings that include a BellSouth tandem ran office?
A: I don't know. The sound of it, it doesn't sound like that would be a typical arrangement with me. Mr. Milner can tell you, though.
Q: Now, can we agree that — I mean one of the means of interconnection between our two companies would be via a meet point arrangement?

Page 184

A: Yes.
Q: And it could be the case, for example, that WorldCom wants to interconnect with BellSouth where BellSouth has an end office and we want the meet point to be between the two switches. Is that a possibility?
A: Yeah, that can occur. Yeah, I think that can — yeah, that can occur.
Q: And if we decide that is the way we are going to do it, and we didn't have any facilities between the end offices, we could decide to have a meet point and both companies would have to build out to the meet point; isn't that right?
A: Yes.
Q: And BellSouth would be obligated to do that?
A: Yes.
Q: BellSouth wouldn't have the right to veto that kind of meet point arrangement, would it?
A: Not the arrangement. We would have to mutually agree on where the meet point was going to be. But we couldn't just veto having a meet point arrangement with MCI.
Q: Interconnection via a SONET ring is a type of meet point interconnection arrangement, isn't it?

Page 185

A: No. Those are really two different things.
Q: Why do you think they are two different things?
A: Well, if we were interconnecting via a SONET ring, first, then we could agree to some sort of a meet point interconnection on that SONET ring. In fact, that would probably be the most logical thing to do if it was on a SONET ring, but that presumes that you have the SONET ring to start with.
So you can — if you have a SONET ring, you can agree to have a meet point interconnection on that ring.
Q: Let's assume there is not a SONET ring between the two end offices.
A: Then the SONET ring is not a form of meet point interconnection. All a meet point interconnection is is what you said, you picked a point and both parties have agreed to provide facilities up to that point.
Q: And with a SONET ring —
A: It could be a ring, it could be just point-to-point, wire center, wire center facilities,

Page 186

it could be any kind.
Q: Well, so the SONET ring is a type of meet point arrangement, isn't it?
A: No. SONET ring is a type of interconnection that you would agree to. You could agree to point-to-point, you could agree to a SONET ring.
Now once you have agreed to what form of interconnection you can have, then you next determine, okay, how are we going to do it. Are we going to do it by a meet point. Are we going to have one party build all the way to the other party's premises or what do you want to do. Those are really two different attributes.
Q: Why is a SONET ring not a type of meet point arrangement?
A: Because it is a totally different — it is a type of interconnection in and of itself. You can have meet point arrangements on SONET rings. You can have meet point arrangements not on SONET rings. You can have a SONET ring with meet point or you can have a SONET ring without meet point. They are just two different attributes.
Q: Well, can we agree that it is technically feasible to have a meet point arrangement via SONET

Page 187

ring?
A: I don't really understand —
Q: I was really kind of —
A: — what you are asking?
Q: I was trying to understand what you just said. I think you said that it is possible to have a meet point arrangement involving a SONET ring. Correct me if I am wrong.
A: Yes. Well, you can have a SONET ring that you have agreed that we are going to interconnect via SONET ring. And you can agree to have a meet point interconnection on that SONET ring, or you could agree to have interconnection at one of the nodes on that SONET ring, one or more of the nodes on that SONET ring.
Q: What does it mean to have a meet point arrangement on a SONET ring?
A: You just agree on, you know, when you have the ring you have got fiber that runs between the nodes on the ring. And we just agree that at point X and point Y on this ring typically I think you have two if it was on a ring, that we are going to build all facilities up to that point and build beyond that point so we would have fiber coming up to some point.

Page 188

What will probably happen is one party would build it and the other party would reimburse them for it, I think, is really technically the way it would work.

But we would have — we would be physically deciding that that is where we wanted to meet. You can't really go into the fiber on a ring and inject something to try to do it. You do it financially.

Q: I see. And so is it fair to say that a JOI facility can be a type of meet point arrangement?

A: No. I think you can have a meet point arrangement on a SONET ring if that is what you want to have. But I don't think the SONET ring is a type of meet point interconnection.

Q: You can have a meet point arrangement that uses a SONET ring?

A: Yes.

Q: Does BellSouth typically connect its own switches with SONET rings?

A: I know we do that a lot. I don't know whether typical arises to the point of being typical. Mr. Milner can tell you.

Q: Just to close it out, having a meet point

Page 189

arrangement using a SONET ring is technically feasible, isn't it?
A: Yes, I believe it is, that you could come up with a way to operate a SONET ring interconnection, assuming that that is what we had, as a meet point arrangement because, really, all you are deciding is where within one of those cross-sections you are going to have ownership. It is really a financial type arrangement.
Q: Let's talk about Issue 34 for a little bit. This is our one-way versus two-way trunk issue. And as I understand it, it is BellSouth's position that if we request two-way trunks BellSouth will provide two-way trunks, but BellSouth will not necessarily commit to use the two-way trunks.
A: For its originating traffic.
Q: For BellSouth's originating traffic?
A: Yes.
Q: I am sure you are familiar with SEC Rule 51.305 F where it says if technically feasible, an incumbent LEC shall provide two-way trunking upon request. You are familiar with that requirement?
A: Yes.
Q: And you don't dispute that it is technically feasible for BellSouth to provide

Page 190

two-way trunks?
A: That is right.
Q: Would you agree that if the parties put in place two-way trunks, but then BellSouth refuses to put originating traffic over those trunks, the efficiencies of two-way trunking are not realized?
A: Maybe they are, maybe they aren't. May not even be any efficiency to be realized which is a reason we don't put the traffic over there.
Q: What are the efficiencies of two-way trunks?
A: Efficiencies of two-way trunks typically occur when you are talking about small volumes wherein the traffic load is just so low that you can handle all of the traffic over a smaller volume of trunks.

The other case where it could come — where you could have some efficiencies is if the time of day that the traffic load is offered is, you know, varied enough that you can gain some efficiencies utilizing two-way trunks.

For example, if the time — if the busy hour in both directions is the same busy hour, doesn't matter; you are not going to gain any efficiencies whether you use one-way trunks or

Page 191

two-way trunks. You are going to need the same amount of trunks either way.
But if the busy hours are offset such that the busy hour in one direction, say it occurs at 9:00 in the morning and the busy hour in the other direction is 7:00 at night, then you might get some efficiencies utilizing two-way trunks if there is a big enough difference between those.
And the other thing that enters into it is the coordination and so forth that you have to go through to do it, whether it is more efficient for the party to actually send their traffic over that particular trunk group or to send it another way.
For example, it may be more efficient for us to send our traffic straight to the end office because all of our traffic that would normally go over that trunk route may be destined to one end office that MCI has, so it would be more efficient for us to have a trunk route going to that one end office than utilize a two-way trunk route that went through, say, another location.
Q: Let me make sure I understand that last point just so we are not talking past each other.
I think what you are describing, let's say that we are talking about trunks between a

Page 192

WorldCom switch and a BellSouth switch. And what you are saying is that BellSouth might not want to use a two-way trunk between its switch and our switch because you would want to route it to another switch?
A: Yes.
Q: But do you understand WorldCom to be saying that BellSouth would be precluded from routing traffic to other points?
A: That is what it appeared to me. Let's say, for example, that MCI says, okay, we want a two-way trunk route between one switch and another switch. And the presumption behind that is that it was more efficient. And I was trying to describe situations where it might not be more efficient and the presumption behind that, it is going to be more efficient because all of your originated traffic at BellSouth goes over here to this end office and to whatever other end offices we might have. Okay.
But if we determine that, well, we don't really need to get to those other end offices over that trunk route, it would be more efficient for us since most of our traffic is directed to one of your end offices, just have a one-way trunk for our originated traffic to go straight to that end

Page 193

office. We don't need to send our traffic over that two-way trunk route.
Q: I am trying to understand what you are saying. When you are saying that we would like a two-way trunk between our switch and your switch —
A: Because that is more efficient.
Q: Yeah. For the traffic that goes between the two switches. And I think you seem to be suggesting that we would be preventing BellSouth from taking another route, say, via some other switch, and that is not an issue that I have heard has surfaced in the negotiations.
I am not aware — I will just represent to you that I am not aware of WorldCom taking the position that BellSouth would be precluded from, say, choosing an entirely different route for the traffic.
A: All right. I think this is where we got off. I understood you asked me to explain to you situations where a two-way trunk group may not be more efficient, and that is what I was doing.
In a situation where it is not more efficient for us to send traffic destined for a particular wire center through that trunk group, had MCI taken that into account when they requested the

Page 194

two-way trunks, it may not be more efficient to have two-way trunks for the remaining traffic on that trunk group.
Q: In our discussion let's try to focus on just the traffic going between a WorldCom switch and a BellSouth switch.
A: That is what I was doing. I was focusing on that and saying, okay, because if I understood it, what I was giving you was examples of cases wherein traffic between those two particular switches might be — might not be efficient to have two-way trunks between those.
And if some of the traffic that MCI was participating having on that trunk group, it is not the most efficient way for it to even be on that trunk group in the first place, that would affect the determination of whether two-way versus one-way was the most efficient way to handle traffic on that group.
Q: Let me ask you this. Are there any circumstances where using one-way trunks would be more efficient and less costly than using two-way trunks?
A: Yes.
Q: Can you give me those examples?

Page 195

A: Yeah. Example is that if the traffic is — if the volume of traffic that is sufficient between two distinct — just those two points. We run into that all the time when we engineer our network. We have direct end office trunking and we have tandem trunking. The first route is directing to office trunking and we put in enough trunks for that to be, you know, to use that most efficiently than you overflow to the tandem.

Q: I understand that, but what does that have to do with two-way trunks between the two end offices?

A: It is the same idea. If most of the traffic is in one direction, for example, then it is going to make more sense to have one-way trunks than two-way trunks. If the volume of traffic is predominantly from point A to point B, then it is going to make more sense to have one-way trunks at least for a large portion of that traffic, and then you may have two-way trunks that may represent the proportion of traffic that is actually from B to A.

Q: And you are saying that in that case use of one-way trunks is less costly and more efficient?

A: Yes. Because one-way trunks are a lot

Page 196

more — I mean two-way trunks are a lot more difficult to administer than one-way trunks. It requires coordination of the forecast between the companies, both forecasts have to be on the money, the construction schedule has to be coordinated via the two parties because they are both constructed in their own originated traffic. So they are a lot more difficult to administer.

I think probably the issues around two-way trunks are embodied in those two-way trunking principles. I think they are in Mr. Milner's — I don't know whether they are in his testimony or not, but I know he refers to them in his testimony.

Q: Now, you said that two-way trunks are generally more difficult to administer and you said that it involves coordination of forecasts and coordination of construction. Is there any other reason why you think two-way —

A: I went through several things on Page 32 of my testimony. It sort of identifies the types of considerations you have got to go through.

And the thing that makes each of those more difficult is both parties have to agree on those when you are talking about two-way trunks,

Page 197

whereas they don't when you are talking about one-way trunks.

So you have got all these items now that all the — two parties have got to agree on these if you are going to have two-way trunks versus they don't and they could each do it whichever way suited them best if you were talking about one-way trunks.

Q: Let's put the administrative issues off to the side for a minute. Other than that is concerned, as far as this pure processing of traffic, can you give me any instances where it is more efficient, less costly, to use one-way trunks rather than two-way trunks?

A: I am not sure what you are asking me to tell you because it is sort of like if I put —

Q: Let me help you. Let's look at Page 30 in your testimony. I don't mean to be oblique about this at all.

A: Okay.

Q: I mean, for example, if you look at Line 16, you say: "If the traffic on the trunk group in both directions occurs in the same or similar busy hour, there will be few, if any, savings obtained by using two-way trunks versus one-way trunks"?

Page 198

A: Right.

Q: And your testimony is phrased in terms of whether there will be any savings used from two-way trunks, which suggest that at worst you are going to break even and at best or better — if you use two-way trunks at worst you break even or you have savings.

A: I see.

Q: And that is what I am trying to understand in your testimony.

A: Here is — the reason I address savings is this, the administrative cost of handling two-way trunks is higher than it is with one-way trunks. So, in order for two-way trunks to be more efficient, the savings that you realize in facilities has to be enough to offset the increased administrative cost.

So you have got the increase in administrative cost, if there are no savings then it is obviously not more efficient because the cost is higher. The savings have to be at least high enough to offset the administrative cost to increase in order to break even.

Q: And —

A: That is what I am trying to get at here.

Page 199

Q: Thank you. And then what I was trying to understand is if we, for the moment, put aside the administrative cost. Is it true that with two-way trunks you are going to break even or have some savings over one-way trunks?
A: Okay. And that is where I was having difficulty because what you were asking me to do is put aside all of the cost that makes two-way less efficient. So if I ignore everything that makes it less efficient, then obviously it has got to be break even or more efficient because I am not measuring efficiency. I am ignoring the things that make it less efficient.
Q: Well, but the point that I am driving at is at least from purely looking at processing of traffic, again putting the administrative issues off to the side, with as I understand with two-way trunks you are going to do better and the only way you are even going to break even is if you have equal traffic flow in both directions; is that fair?
A: Okay. Would you say —
Q: I will try it again. Again, putting aside administrative expenses, just looking at the processing of traffic flow, is it fair to say that in comparing two-way

Page 200

trunks to one-way trunks, the two-way trunks are going to be more operationally efficient and at best with one-way trunks you can break even if you have a balance in traffic flow?
MR. TWOMEY: Let me make sure. Object to the form of the question. You are asking him to set aside all the administrative issues?
MR. O'ROARK: Yes.
MR. TWOMEY: And are you also asking him to set aside the traffic flow issues that he identified earlier? In other words, are you assuming that there is a relative balance in traffic?
MR. O'ROARK: No, I am not assuming that there is a relative balance in traffic.
Q: (By Mr. O'Roark) In fact, what I am putting to the witness is that really the only time that one-way trunks would be as efficient as two-way trunks is when there is a balance of traffic. When there is an imbalance in traffic, two-way trunks would be more efficient. Is that true?
A: No. It sounds like really what you are trying to get at is if I was trying to figure out what would give me the fewest number of trunks that

Page 201

I have — if that is all I was trying to do, figure out okay, which of these gives me the fewest number of trunks, then I think what you are looking at is that with two way — with one-way trunking you will have no fewer number than you would have with two way.
However, what you always have is an increased degree of coordination between the parties necessary to operate those trunks and process the traffic through them if they are operated as two-way trunks than if they are as one-way trunks. So that is going to be an ongoing source of expense and cost for both parties.
MR. O'ROARK: Is this a good breaking time for you-all?
MR. TWOMEY: Good for me. Let me say this, if we break now can we finish by noon tomorrow assuming we start at 9:00?
MR. O'ROARK: I think we can.
MR. TWOMEY: Because I would be willing to go a little longer to make sure we got done by noon. It doesn't have to be noon, it could be 12:15.
MR. O'ROARK: It is hard to predict on things. But we have been going for, what, a

Page 202

couple of hours? I think we can do that.
MR. TWOMEY: Good. Great.
(Deposition adjourned at 4:55 p.m., to be reconvened Tuesday, August 8, 2000, at the hour of 9:00 a.m.)

INDEX TO EXAMINATIONS

Examination	Page
Examination by Mr. Adelman	3
Examination by Mr. O'Roark	126

INDEX TO EXHIBITS

Varner Deposition Exhibit	Description	Page
1	Private Line Services Tariff	69
2	Access Services Tariff	69
3	General Subscriber Service Tariff	69

(Original Exhibits 1 through 3 have been attached to the original transcript.)

CERTIFICATE

STATE OF GEORGIA:
COUNTY OF FULTON:

I hereby certify that the foregoing transcript was taken down, as stated in the caption, and the questions and answers thereto were reduced to typewriting under my direction; that the foregoing pages 1 through 203 represent a true, complete, and correct transcript of the evidence given upon said hearing, and I further certify that I am not of kin or counsel to the parties in the case; am not in the regular employ of counsel for any of said parties; nor am I in anywise interested in the result of said case.

This, the 13th day of August, 2000.

FRANCES BUONO, CCR-B-791
My commission expires on the
24th day of April, 2003.

DEPOSITION OF ALPHONSO J. VARNER/FCB

I do hereby certify that I have read all questions propounded to me and all answers given by me on the 7th day of August, 2000, taken before Frances Buono, and that:

1) There are no changes noted.
2) The following changes are noted:

Pursuant to Rule 30(e) of the Federal Rules of Civil Procedure and/or the Official Code of Georgia Annotated 9-11-30(e), both of which read in part: Any changes in form or substance which you desire to make shall be entered upon the deposition...with a statement of the reasons given...for making them. Accordingly, to assist you in effecting corrections, please use the form below:

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If supplemental or additional pages are necessary, please furnish same in typewriting annexed to this deposition.

ALPHONSO J. VARNER
Sworn to and subscribed before me,
this the day of , 2000.

Notary Public
My commission expires:

COURT REPORTER DISCLOSURE

DEPOSITION OF: ALPHONSO J. VARNER

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/s/ Attorney Name Date

/s/ Attorney Name Date

/s/ Attorney Name Date

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In The Matter Of:

Petition of MCImetro/BellSouth Arbitration

ALPHONSO J. VARNER
Vol. 2, August 8, 2000

CONTINUATION

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Page 210

BEFORE THE
GEORGIA PUBLIC SERVICE COMMISSION

In Re: Petition of MCImetro)
Access Transmission Services,)
LLC and MCI WORLDCOM)
Communications, Inc. for)
Arbitration of Certain Terms)
and Conditions Of Proposed) Docket No. 11901-U
Agreement with BellSouth)
Telecommunications, Inc.)
Concerning Interconnection)
and Resale Under the)
Telecommunications Act of)
1996)

CONTINUATION OF THE DEPOSITION OF
ALPHONSO J. VARNER
VOLUME II

August 8, 2000
9:20 a.m.

Suite 4300
675 West Peachtree Street
Atlanta, Georgia

Frances Buono, RPR, CCR-B-791

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Page 211

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Also Present By Phone:

Lee Fordham - Florida Public Service Commission
Michael Barrett - Florida Commission Staff
Jonathan Augu - Florida Commission Staff
J. C. Hinton - Commission Staff

Page 212

MR. O'ROARK: Can everybody who is on the call please identify themselves.
MR. FORDHAM: Lee Fordham, Florida Public Service Commission.
MR. BARRETT: Michael Barrett, Florida Public Service Commission Staff.
MR. HINTON: J. C. Hinton, PFC Staff.
MR. O'ROARK: Is that everyone?
In the room here we have John Monroe with WorldCom. I am Dean O'Roark with WorldCom.
MS. COX: Cindy Cox with BellSouth.
MR. VARNER: Al Varner with BellSouth.
MR. TWOMEY: Mike Twomey, BellSouth.
ALPHONSO J. VARNER,
having been previously duly sworn, was examined and testified further as follows:
EXAMINATION (Cont'd.)
BY MR. O'ROARK:
Q: Mr. Varner, you are still under oath. And you recall yesterday we were talking about Issue 35 and you were telling about situations which it might be more efficient to use one-way trunks rather than two-way trunks.
One of the situations that you described

Page 213

involved the situation where BellSouth might want to have direct trunking from one of its end offices to a WorldCom switch.
Do you recall that?
A: Yes.
Q: And I gather in that situation what we are talking about is a situation in which WorldCom and BellSouth interconnect to a BellSouth tandem switch?
A: Uh-huh.
Q: And one of the end offices sub tending that BellSouth tandem switch has enough traffic directly to the WorldCom switch that it would make sense to have that traffic directly routed?
A: Actually, the other way around; one of the offices sub tending the MCI tandem. BellSouth has enough traffic to that end office to have it directly routed.
Because MCI is the one that is — it is assumed MCI is requesting the tandem trunks — I mean not tandem, I am sorry, two-way trunks between the two tandems and when we look at it we will say, look, we have a bulk of our traffic, substantial amount of our traffic actually really only goes to one wire center of MCI's, so we don't really need to

Page 214

run that through the tandem, we prefer to just run that direct to the end office.
But if all we have is two-way trunking, you know, between the tandems, then we won't be able to do that, we won't be able to utilize one-way trunks if that is the most efficient way to handle that traffic.
Q: Are you aware that the parties have agreed to language that would permit direct end office trunking where appropriate?
I will refer you to a section in Attachment 4 which, unfortunately, does not have a section number, but it is a section immediately after Attachment 4, Section 2.3.11.2.2. I will just refer you to that section.
While you are reading that I will state for the record that the first two subsections, 1 and 2, are agreed upon and the third subsection, 3, apparently has not been agreed to.
A: Right. I am aware of that. But what it doesn't address is what those trunks have to be.
Q: One-way or two-way?
A: Two-way.
Q: When you say "those trunks," are you talking about the —

Page 215

A: The direct end office trunks.
Q: And so is it your testimony then that in the case where there is direct end office trunking, BellSouth would insist on those trunks being one-way?
A: If the volume of traffic was such that it was principally traffic originating from BellSouth to MCI to that end office.
Q: What is the basis for that position?
A: Because that would be the most efficient way for us to do it.
Q: Why would that be the most efficient way for you to do it?
A: Because you are not going to get any savings in a number of trunks that you have to put in, whether you put in one-way or two-way. It would be putting in the same sort of number of trunks, but you do get savings in the operational cost as a result of managing that as a one-way trunk group versus a two-way trunk group.
So it would be more efficient in terms of looking at the total cost of providing that to operate it as a one-way trunk group.
Q: What if the traffic was nearly balanced?
A: If the traffic was nearly balanced then

Page 216

it wouldn't matter.
Q: What if BellSouth had —
A: Well, I say balanced. I mean balanced in terms of you are able to generate enough savings. It is not just the volume of traffic; it is what time of day it occurs and so forth, such that you don't really — you end up, if you tried to do it with a one-way trunk group, you end up with a lot more trunks in total than you would with a two-way.
If that is what the traffic characteristics dictate, then it may not be more efficient. But that typically only occurs where the traffic volume is very small.
Q: Just so we are clear, when you look at the efficiencies of these things, you really look at the traffic during each party's busy hour; is that right?
A: Well, in terms of determining the number of trunks you look at the traffic volume. Looking at the efficiency, you have to look at both, how many trunks are required to handle the traffic load, as well as what is the incremental operational cost of managing that as a two-way trunk group.
So to put those two together and then see which one gives you — which arrangement gives you

Page 217

the lowest overall cost.
Q: As I understand it, the difference between a one-way and a two-way trunk physically just has to do with the electronics on either end; is that true?
A: Not really. What the difference is really what traffic are you going to send to that trunk group, what traffic have you put in your — how have you told your switch which trunk groups to send traffic to.
Same with electronics on the end, they can all be OC or DS3s. Whatever. But it is however you arrange your switch to send traffic to — what trunk groups your switch has been designated to send particular traffic volumes to.
Q: So it doesn't have anything to do with the actual fiber of the trunk or the electronics on either side of the trunk; it really has to do with how the switch is set up to handle the traffic?
A: Yes.
Q: You have talked about the administrative costs involved. Are those administrative costs incurred every time that WorldCom orders a two-way trunk?
A: Yeah. And when I said "administrative,"

Page 218

what I was talking about was costs to administer it. They are really operational costs because they are ongoing. Administrative just gives us a picture of just stuff that is not directly — not directly related to the service itself. It is really the ongoing costs of managing and operating the trunk group as well as the initial cost of setting it up.
Q: Does BellSouth incur those costs regardless of whether BellSouth puts its traffic on the two-way trunk?
A: No, not to the same degree.
Q: So it incurs some — I am sorry.
A: Because what we have to do, if it is a one-way trunk, is the only thing we have to do is we determine how many trunks that we need and we tell MCI if it is depending on the type of — let's say it is a meet point arrangement is what we have. And then both the parties just have to order the trunk equipment at either end to have it there at a certain point in time.
But we don't have to — we don't have to get with MCI to say, okay, I see it is going to be tandem-routed or direct-routed or whatever. We don't have to try to coordinate our forecasts of traffic in both directions in order to determine how

Page 219

many trunks we have to, you know, we have to order and MCI would have to order.
Those types of things are things that are listed in my testimony. We don't have to forge an agreement between the parties on all those items in order to do it as a one-way trunk.
And where I get significant is that every time there is going to be a change in that trunk group, you know, either adding or reducing the number of trunks, you have to go through that same process all over again.
Q: Does BellSouth use mostly two-way trunks with independent telephone companies?
A: I really don't know. Mr. Milner can probably tell you.
Q: I said at the outset we were talking about Issue 35, that was actually Issue 34. Now we are going to go to Issue 35.
A: All right.
Q: Issue 35 has to do with the combination trunk group, Mr. Varner.
A: Yes.
Q: And I gather BellSouth is willing to implement combination trunk groups?
A: Yes.

Page 220

Q: In your direct testimony you state that: "BellSouth is not obligated to offer combination trunk groups as two-way trunks." That is at Page 34.

A: Yes.

Q: In your rebuttal you state that: "By definition, a combination or supergroup trunk is a two-way trunk."

I don't have the page cite on that, but we can find it.

A: Let me see if I can find it.

Q: Are you looking at Page 24 of your testimony?

A: Yes, at Line 17.

Q: I guess my question to you would be, do we still have a disagreement?

A: I am not sure. I guess we will just have to look at it and see.

Q: And as far as you know, supergroup trunks are by definition two-way, as you said in your rebuttal testimony?

A: As far as I know, I think the issue becomes if we put in a supergroup it is operated as a two-way trunk; however, whether or not we have to — whether or not we have the option to take

Page 221

traffic that would otherwise go over that trunk and send it over a separate one-way trunk group is an option we are going to retain.

Q: So as we sit here today, that is your understanding of where the parties still have a dispute?

A: Right.

Q: And then we would get back into the same discussion that we had on Issue 34?

A: Exactly.

Q: Then let's talk about Issue 36 which has to do with the point of interconnection, which is sometimes called the POI, P-O-I.

Mr. Varner, at Page 36 of your direct testimony you quote Paragraph 209 of the local competition order for the proposition that the carrier originating traffic establishes the POI.

A: Yes.

Q: Where on Paragraph 209 does it say that?

A: Let me see. I think I have got 209 folded in here.

Q: I believe it is at Page 36.

A: Yes. Paragraph 209, when you talk about a point of interconnection, what the FCC has defined that as is the point where the parties physically

Page 222

link up their networks. One party bills to that point, the other party bills to that point.

The carrier that originates the traffic really doesn't interconnect with itself; it only interconnects with the other party, okay.

So the issue the FCC was addressing was that when an incumbent is sending traffic to the — I am sorry, not the incumbent, when the CLEC is sending traffic to the incumbent, whether that — whether they got the right to designate that point of interconnection on incumbent network or whether the incumbent had the right to do that.

What they decided was that for the traffic that they are sending to the incumbent, the CLEC had to pick a point on the incumbent's network and they can pick any technically feasible point on that network at which to send the traffic. And that is all that they address.

They didn't require the incumbent to pick a point on the CLEC's network to deliver its traffic. The incumbent has — the idea of physical sort of interconnection for the incumbent with itself doesn't make any sense, just like it doesn't make any sense with the CLEC with itself.

Q: Can we agree, Mr. Varner, that in

Page 223

Paragraph 209 the FCC did not expressly state that whoever originates the traffic gets to establish the POI?

A: Well, I think it did. Because —

Q: Where can it — I am sorry, go ahead.

A: Because what they addressed was that for the traffic originated by the CLEC, that they got to establish that point of interconnection for their originated traffic. It doesn't talk about traffic at all that terminates, which would be ILEC-originated traffic.

ILEC-originated traffic would be traffic that terminates to the CLEC. So in this paragraph the only thing that they gave the CLEC the ability to designate the interconnection point on was the traffic they originate. They didn't give them the ability to designate the interconnection point on the traffic that they terminated.

Q: All right. I think I understand your interpretation, and I am — let me phrase the question slightly differently.

Did the FCC in Paragraph 209 expressly state that ILECs have the right to choose the POI when ILECs originate the traffic?

MR. TWOMEY: Let me object to the form

Page 224

of the question on a couple of grounds.
Number one, if all you are asking to do is to determine whether there are particular words in 209, that section speaks for itself.
If you are asking him what his understanding of the section is, I think he has given you that. I don't think it is a proper question to just get him to say, you know, the word "the" or the word "and" is or is not in that section. The section speaks for itself. He has given you his understanding of the section.
MR. O'ROARK: He just responded to essentially the same question.
MR. TWOMEY: By giving you his understanding. And that is why I am objecting. I didn't object to the last question because I interpreted you to be asking for his understanding. He has given you that.
Now if you are asking — my point is if you are asking him to just read into the record, that doesn't need to be done because it speaks for itself. If you are asking for

Page 225

his understanding, he has already given it to you.
MR. O'ROARK: I am asking for his understanding, but I am asking for his understanding with a specific point.
You can certainly have your objection for the record.
MR. TWOMEY: You may answer.
THE WITNESS: Would you repeat?
MR. O'ROARK: Yes.
Q: (By Mr. O'Roark) In Paragraph 209 does the FCC expressly state that when an ILEC originates traffic, it may establish the POI?
A: I believe it does because it only expressly gave the CLEC the authority to designate the point of interconnection for the traffic that it originates. It doesn't give the CLEC the authority — and this is really only paragraph that — well, not this one. It is the other two that I mentioned. It doesn't give the CLEC — nowhere in that order does it give the CLEC the authority to designate the point of interconnection for traffic that it terminates, which would be traffic that the incumbent originates.
Q: What does expressly mean?

Page 226

A: What?
Q: What does expressly mean?
A: To me it means does the language in this order, does it state a given right or principle or a given thing.
Q: So, in your mind, expressly would include stating something by implication?
A: Yes.
Q: Now, other than anything you may have cited in your testimony, are you aware of my other authority that would support BellSouth's position that it has the right to establish the POI for its originating traffic?
A: I think it is implied by the Eighth Circuit's decision as well.
Q: Anything else besides what you cited in your testimony and the Eighth Circuit decision?
A: Not that I am aware of.
Q: Now, as I understand your testimony, the only time that BellSouth would be required to build interconnection facilities is when there is some kind of meet point arrangement; is that right?
A: Build interconnection facilities. No, no, that is not right.
Q: Well, let me take a step back and tell

Page 227

you what I thought our discussion was and then you can tell me where I am incorrect. Because yesterday we discussed a situation where there might be a meet point interconnection arrangement between our parties where each party would have to build interconnection facilities, and that would be an example — that would be an instance in which BellSouth would be required to build facilities so they could interconnect?
A: No, not necessarily. Both parties would mutually agree on what that meet point was or where that meet point was to be located, and once we agreed on that, that would determine whether or not if we agreed to meet at a certain point and we didn't have facilities, by nature of that agreement we are saying that we will build the facilities.
What we would try to do is what typically happens when a meet point arrangement is both parties try to pick a point where they already have facilities, at least relatively close to each other, so they either don't have to build any at all or they only have to build a minimal number in order to get to that point.
Q: And, in any event, it is your understanding that if BellSouth doesn't want to

Page 228

agree to a meet point, they would require it to build facilities, it doesn't have to?

A: If there is another meet point that we can agree to where we don't. I mean, if there is absolutely no situation wherein — no, I think the answer to your question is yes, if I remember right, because we only have to interconnect at technically feasible points.

If there is no place that we can meet without having us build a substantial amount of facilities, then I don't think you can say that the meet point is technically feasible, at least with respect to our existing network.

As far as us at MCI, I doubt that situation would ever arise because there are enough — we both have enough facilities that we can find a point at which we are able to come together and agree on equally.

Q: So then as I understand your position, that unless BellSouth agrees otherwise, when WorldCom wants to interconnect with BellSouth, we have to find a point of interconnection on BellSouth's network; is that fair?

A: For the traffic you originate; that is correct. That is what that Paragraph 209 states.

Page 229

Q: Now, let's talk about the other situation where BellSouth is originating traffic. As I understand your testimony, BellSouth can designate a POI that is not on WorldCom's network; is that right?

A: Yes. That was the other situation that was addressed in the order.

Q: In which order? I am sorry.

A: First part in the order.

Q: Are you referring back now to your interpretation of Paragraph 209?

A: No. That was actually Paragraphs 214 and 220.

Q: Do you quote those in your testimony?

A: Yes, Pages 37. I am not sure I have — yeah, 37, 38, 39.

Q: So when BellSouth does that, WorldCom would be required either to build out its facilities to the POI that BellSouth designates, or pay BellSouth to transport its originating traffic?

A: No. What WorldCom would have to — for local traffic, and this is what we are talking about —

Q: Yes, that is what we are talking about.

A: If WorldCom wants to serve a particular

Page 230

local calling area it has to get to the network in that local calling area somehow. It is not required to build facilities to every local calling area.

MCI WorldCom can just build facilities to a single point in Atlanta and stop there. But that single point in the LATA doesn't necessarily give them the ability to interconnect to all of the local networks there in that LATA because BellSouth's local networks may not extend to that point and that is why I used the example in my testimony about Atlanta, Macon, Dublin.

The local network in Dublin doesn't exist in Macon, so if MCI says for the Macon LATA, which includes Dublin, I only want to build to Macon, that is fine, you can do that, but then they have to make some kind of arrangement if they want to provide local service in Dublin to get to the local network in Dublin.

And there is a number of ways they can do that. They can choose to establish additional points of interconnection in the Macon line. They can purchase facilities from BellSouth to get from their point of interconnection, their single point of interconnection, to the Dublin network. Or they can buy them from a third party.

Page 231

Q: So I had listed two options and I think you gave me three. When BellSouth chooses a POI that is not on BellSouth's — excuse me, not on WorldCom's network, one option would be for WorldCom to establish facilities that reach to the POI?

A: Or build, actually build them, I think.

Q: Another option would be for WorldCom to lease — well, to somehow require transport from BellSouth so that when BellSouth originates traffic, assume we pay some kind of usage fee to haul the traffic to our switch, or to the POI that we might designate?

A: No. It could be dedicated. I would expect it would be dedicated facility so there wouldn't be a usage fee. But this is not transport in the sense that you are purchasing UNE transport because here what you are purchasing is facilities to provide for interconnection, they are not UNEs. I would expect the price would be the same as it would be for a UNE transport facility.

Q: How would that price be determined?

A: It would be — after today's service decision, I am not really sure how to answer that. But let's assume TELRIC was still in place, okay. It would be the TELRIC price for those facilities.

Page 232

Q: And then the third possibility would be that we could lease dedicated transport from a third party?
A: Yes.
Q: Is Columbus in the Atlanta LATA?
A: Yes, it is.
Q: I think that was an example you used in your testimony?
A: Yes.
Q: Why don't we talk about that example for a minute. Let's say that WorldCom has got a switch in Atlanta and it has chosen a POI in Atlanta, and I think the example you gave was that we had long loop serving customers in the Columbus area, which is in a different local calling area but in the same LATA?
A: Yes.
Q: How far is Columbus from Atlanta?
A: Oh, about — I know from my house.
Q: I will take that.
A: It is about 120 miles.
Q: So in that hypothetical we are talking about loops that would be 120 miles long?
A: Yes.
Q: Can you agree that is an expensive proposition for WorldCom?

Page 233

A: I don't know.
Q: Would it be an expensive proposition for BellSouth?
A: It would be more expensive than handling the traffic the way we have our network configured today. And the reason I say I don't know, because if MCI has made the decision that the cheapest way for it to provide local service in Columbus is through a switch in Atlanta as opposed to having a switch in Columbus, then obviously providing those loops of 120 miles in length is a cheaper alternative for MCI to use, otherwise, they wouldn't do it that way.
Q: Staying with the hypothetical for a minute, say that a WorldCom customer in Columbus calls somebody else in the Columbus calling area, BellSouth customer, every time that happened WorldCom would have to pay reciprocal compensation to BellSouth; is that correct?
A: Well, yes, they would pay reciprocal compensation, but it would not be reciprocal compensation — reciprocal compensation wouldn't apply on those facilities that went between Atlanta and Columbus that WorldCom was using.
Reciprocal compensation would only apply

Page 234

for facilities that WorldCom used once the call got to Columbus.
So let's say it went straight to the end office which is serving the BellSouth customer and then you only have local switching. If it went through the point of interconnection, there obviously would be some transport as well as termination reciprocal compensation charges.
Q: Well, let me make sure I understand because this would be a call originated by WorldCom, so I think we would both agree that for that traffic WorldCom would get to choose the POI.
A: Yes. And assume they picked it in Atlanta, they wanted one in old LATA and it was in Atlanta.
Q: Right. That is what I am asking you to assume, right. And help me understand why once BellSouth picks up that traffic at the POI in Atlanta, why it wouldn't pay reciprocal compensation for that hauling it 120 miles back to Columbus?
A: You mean build because the call is coming from MCI going to BellSouth, so why we wouldn't bill. We wouldn't pay on that call; we would bill MCI.
Q: I am sorry. If I said — right, why they

Page 235

wouldn't bill WorldCom reciprocal compensation?
A: Well, we would for the facilities that are utilized in Columbus once the call gets to Columbus. The facilities that are utilized to take the call from MCI's point of interconnection in Atlanta to Columbus or interconnection facilities are not transport termination. The reciprocal compensation only applies to transport and termination. It doesn't apply to interconnection.
So MCI would just simply purchase whatever facilities, you know, from whomever in order to get the call to Columbus.
Now once the call got to Columbus, there is always going to be switching because we are going to have to switch the call to get to the end user, and then there may be some transport depending upon whether or not we had to employ transport once the call got to Columbus.
Q: My understanding of the way interconnection trunks work is that each party is responsible for the interconnection trunks on its side of the POI; is that fair?
A: As far as establishing the physical point because, remember, the point of interconnection is simply the point at which the parties have agreed to

Page 236

meet physically. It is the physical point. It doesn't define where the parties have — it doesn't define where the parties have the financial responsibility to get traffic to.

And I guess probably the best way to explain it, if you look at Columbus, we have a local network in Columbus. It only exists in Columbus. If you are going to get to that local network in Columbus, if you want to use that local network in Columbus, you have got to get to Columbus somehow.

Now that doesn't mean that WorldCom has to build facilities to Columbus or establish a physical point of interconnection in Columbus in order to do that, they can have one in Atlanta since both of those places are in the same LATA, but if MCI wants to provide local service in Columbus, it still has the financial responsibility to get to the Columbus network because we don't have a local network for Columbus that exists in Atlanta.

Q: So as I understand what you are saying in the hypothetical we are sort of working with right now, a WorldCom Columbus caller originates a call from a BellSouth customer in Columbus, WorldCom is responsible for taking the traffic to WorldCom's designated POI in Atlanta.

Page 237

WorldCom also would be responsible for hauling the traffic from its POI to the Columbus local calling area and would drop the call off to BellSouth there, at which point BellSouth would assume the financial responsibility?

A: Not really. I mean because then you pay reciprocal compensation for getting the call from that point to the — so it is —

Q: What responsibility would be transferred? Just give me the right words.

A: When you say "transferred," I am just not following.

Q: I was trying to use your words and apparently I am not succeeding. What happens —

A: Oh, okay.

Q: Tell me what happens with the call after it gets past that POI in Atlanta. I mean, I think you have said that BellSouth was responsible for establishing the trunks between that POI and its Columbus local calling area.

I hear you saying that WorldCom has responsibility of some kind for getting that call from the POI to the Columbus local calling area, what responsibility is that?

A: Okay. Let me see if I can clear that

Page 238

up. We have an obligation, if WorldCom wants us, to provide those trunks. We can't say between Atlanta and Columbus, we can't say no, we won't provide them; we have an obligation to provide them. So we will provide them. That doesn't mean we have to provide them for free. We are entitled to be compensated for providing them.

If WorldCom comes to BellSouth and says, look, I want you to provide those trunks, we can't say no, we won't provide them.

So we are obligated to provide them. But we are also — we also have the — WorldCom's obligated to compensate us for providing them.

WorldCom could go to a third party and say, okay, I want to get them from, I don't know, Williams Communications or whatever, if they have the facilities between there. And they would pay Williams Communications instead of BellSouth.

The issue here, as I see it, is what WorldCom is asking us to do is to provide the trunks for free. We are not willing to do that. We are obligated to provide them, but we should be compensated. We should be paid for them.

Q: So, in other words, WorldCom would be required to lease those trunks from BellSouth?

Page 239

A: Purchase them somehow and the price would be the prices, cost-based prices, that would apply for interconnection facilities. If you would assume TELRIC was still valid, then it would be the TELRIC process.

Q: We have been playing with this Columbus hypothetical, and I think a point you made is that, you know, if WorldCom has done that, it must have decided that was an efficient thing to do, at least for WorldCom —

A: Cheapest thing to do, not necessarily efficient. I don't agree that it is the most efficient thing to do, but it is — I think WorldCom has looked at it and said, well, it is the cheapest thing.

Q: Do you know of any situations today where in reality there is that kind of situation where WorldCom is serving customers with loops 100 miles long?

A: I don't really know what WorldCom is serving. Where they have customers or who they are serving, but if they have customers in Columbus, then that is what they would have to be doing because they don't have a switch down there, the only switch is in Atlanta. So, Atlanta, Marietta.

Page 240

So in order to get to those customers, that is what they would have to be doing.
Q: We don't know whether that — or you don't know whether that hypothetical represents a realistic situation or not, do you?
A: Yes, I do.
Q: You know for a fact that WorldCom would be willing to serve Columbus with long loops?
A: Not WorldCom's case, but I have discussed it with other CLECs and they, in fact, stated that that is what they did.
Q: They have long loops from Atlanta to Columbus?
A: Well, the case we were talking about was a case in North Carolina, actually. But it was similar distance, it was Charlotte to Goldsboro, which is a distance of about — I think it is about 135 miles. And that is what they were — that is the way they were — that is the way they were going to serve that area.
Q: Was that information disclosed publicly in a proceeding such as this?
A: Yes.
Q: Who was the carrier?
A: AT&T.

Page 241

Q: Let's talk about Issue 39 which concerns wireless type one and type two-A traffic. We will get through this one fairly quickly.
Just to review, Mr. Varner, a wireless type one carrier is one that uses telephone numbers from a BellSouth NXX?
A: Yes, BellSouth telephone numbers that wireless carriers use.
Q: BellSouth's proposal is to continue to treat type one wireless traffic as BellSouth traffic for routing and billing purposes?
A: Yes.
Q: A wireless type two-A wireless carrier is one that uses numbers from its own NXX?
A: Yes.
Q: And BellSouth expects to have a meet point billing capability by the fourth quarter of this year for wireless type two-A carriers?
A: Yes.
Q: And what BellSouth would like to do is to treat two-A traffic as BellSouth traffic for routing and billing purposes for now until the meet point bill capabilities are put in place?
A: Yes.
Q: Then after that, BellSouth would no

Page 242

longer treat two-A traffic as its own?
A: Yes. That was two-A, right?
Q: Yes. When WorldCom originates a call to a type one or type two-A wireless customer today, BellSouth charges WorldCom a transiting fee as well as reciprocal compensation; is that right?
A: I am not sure on that. I don't think we treat it as transiting traffic, all you pay — all we charge is reciprocal compensation in that case.
Q: Thank you for that clarification. Does BellSouth then forward the reciprocal compensation payment to the wireless carrier?
A: No, we do not. That is the problem with that is we don't really have a way to do that. That is, without the meet point billing capability we don't really have a way to do that.
Q: Does the wireless carrier, in fact, terminate that traffic?
A: Yes. To their wireless customer.
Q: Have the wireless carriers agreed not to seek reciprocal compensation?
A: I haven't — I was going to look at that to see if there is any provisions in the agreement that address that; I just haven't done it yet. To

Page 243

this point, none of them have. None of them have requested it. So I don't know why that is. I suspect there is some arrangement in their agreement that deals with that situation.
Q: Is BellSouth willing to indemnify WorldCom for any claims for reciprocal compensation that those carriers might make against us?
A: I can't — I don't know.
Q: Let's talk about Issue 40. Go off the record for one moment.
(Discussion ensued off the record.)
Q: (By Mr. O'Roark) Mr. Varner, for Issue 40 WorldCom has proposed some language to BellSouth as designation of traffic — as switched access traffic shall not be dependent on the switching or transport technology used including packet switching and Internet protocol.
Does that language address the concerns that were raised in your testimony?
A: I am not sure. I believe wasn't that — I think that language was in one of WorldCom's witness's rebuttal, if I remember right. I think I looked at it and it was something about it. I think that would be Mr. Price.
Q: Let me show you what we proposed in

Page 244

Attachment 4.9.3.3 so you can look at the language rather than just hear me say it.

A: I think that should resolve it.

Q: Just for the record, I think we have also got similar language in the definition of switched access traffic in the definition section.

A: Well, this is the definition, I think. This language also defines switched access traffic as well.

Q: Well, it appears we are pretty close to resolving this one, if you prefer —

A: It seems to me that we are.

Q: Okay. As you look at that today, it appears satisfactory to you?

A: Yes, it does.

Q: Let's move on to Issue 42. Issue 42 concerns WorldCom routing access traffic to BellSouth end offices. And as I understand it, Mr. Varner, BellSouth's biggest concern is that WorldCom would disguise access traffic as local traffic and cheat BellSouth out of the terminating access charges to which it would be entitled.

A: Well, I wouldn't say you were trying to cheat us, but we wouldn't be able to bill the appropriate switched access charges for that

Page 245

traffic.

Q: So your concern isn't necessarily that we would have an evil motive; it would be that regardless of our motive, you might not be able to get paid?

A: That is right. The appropriate amount for that traffic.

Q: You say "the appropriate amount." Does that mean that your billing systems can capture the traffic but can't identify what kind? Is your concern that you would be compensated for recip comp rather than access?

A: Or being paid recip comp instead of billing switched access, depending on the direction that the traffic went.

Q: So is it your understanding that there could be a situation where a BellSouth customer would be originating traffic and it would get routed to the WorldCom access tandem rather than the BellSouth access tandem? I mean, I will just tell you my understanding of this issue is that it concerns —

A: Traffic coming from MCI?

Q: — traffic coming from WorldCom to BellSouth.

Page 246

A: I think that is the principal issue that has been under discussion.

Q: Would BellSouth's concern about receiving the appropriate payment be resolved if WorldCom committed to provide BellSouth with the tandem records necessary to bill the access charges?

A: I don't know. If that is sufficient to allow us to bill the appropriate charge, to bill the access charges on that type of traffic, then yes. I just don't know what is sufficient. I would have to discuss that with the technical folks to make sure that that is all that was needed in order to do this.

All we are interested in is that if it is, in fact, switched access traffic, that we are able to bill the switch access charges for.

Q: At Page 60, Line 12 of your direct testimony you state that: "BellSouth could not ensure parity of access traffic quality terminating to BellSouth via MCI's nonaccess connections."

Do you see that testimony?

A: Yes.

Q: What does it mean to provide parity of access traffic quality?

A: All that means is that when we have

Page 247

switched access trunks, they are engineered to the technical specifications and the technical requirements that are applicable to access line. If it is local trunks, it is going to be engineered to those requirements.

Typically on access trunks, they are more stringent because the call is a long-ward distance call so you could have less tolerance for loss and so forth on those type trunks than you would have on local trunks because the calls are of a shorter distance in toll.

Q: Would it be possible to engineer the trunks between a WorldCom access tandem and a BellSouth switch so that that concern could be addressed?

A: Yes, but those would be more expensive trunks to meet a, you know, a tighter tolerance, which is unnecessary on a local trunk because you don't need it since the call, the distance of the call is not as long.

Q: But it would be technically feasible to address that problem by using the correct trunks; is that right?

A: It is technically — yes, it is technically feasible; it is not necessarily

Page 248

expensive to build trunks to handle local traffic to the same tolerance that you have to build trunks for access traffic because on the local call the customer is not going to see any difference in the signal, quality of the signal, so you just unnecessarily spent the money to do that.

Q: At Page 40 of your rebuttal testimony you describe tariff provisions that would allow WorldCom to connect its access tandem switch to BellSouth's end offices. I will give you a moment to take a look at that testimony.

A: Okay.

Q: I don't have a line, but I believe it starts at Line 14. And my question to you is, given those tariffs that you cite, why do we have a dispute?

A: Well, I am not sure. This is one of those issues where it is a little strange. The statement of the issue and what the parties are discussing don't seem to match up for some reason.

Q: Let's put that aside.

A: It seems we are kind of talking past each other. But it appears to me that WorldCom is talking about somehow that we are trying to monopolize the tandem-switching business, which I

Page 249

don't even see in this issue. The only thing that we see in this issue that is a dispute is our ability to build switched access charges when the traffic — when switched access traffic comes to us, that it is sent to us over facilities that permit us to do that.

I really don't — don't even understand the other issue because, like I said, and as you pointed out, with the tariffs that we have in place, I don't know why there is a concern about — or that we might be trying to somehow prevent MCI from providing competitive tandem-switching services.

Q: Well, let me tell you my understanding of where the parties are just so we are not talking past each other, and we actually have agreed to rephrase the issue in Florida.

My understanding is that — well — that WorldCom wants the ability to route access traffic from a WorldCom access tandem directly to a BellSouth switch, and let's take a look at the language that BellSouth is proposing.

It is Attachment 4, Section 2.3.8. I will show it to you, but this is language that BellSouth has proposed and it is disputed, it says:

"MCIm agrees not to deliver switched access traffic

Page 250

to BellSouth for termination except over MCIm ordered switched access trunks and facilities."

I am handing that language to you so you can refer to it also.

A: Yes.

Q: It has been my understanding of BellSouth's position that that language would require WorldCom to take that access traffic over switched access trunks to a BellSouth access tandem.

A: No.

Q: That is not the case?

A: No. You can use any switched access offering that we have and we have a switched access offering. One I have referred to on Page 40 of my testimony, that provides for switched access service where MCI can deliver its traffic from its tandem the our end office. That is a switched access service.

All we are saying in this language is that the switched access traffic has to be delivered over a switched access service. We are not saying it has to be delivered to the access tandem.

Q: Well, isn't it true that only IXE ordered switched access trunks?

Page 251

A: Well, yes, because — well, I can't say that definitive. Anybody can order them, but the predominant use of them is by IXEs. If somebody wanted to, they can provide local service over switched access trunks if that is what they wanted to do.

Q: What does switched access trunk mean?

A: It is a trunk that is provided out of switched access tariff and it carries access service as defined by the FCC.

Q: Does BellSouth allow IXEs to interconnect directly at its end offices, or — interconnect is a poor choice of words, to deliver traffic directly to its end offices?

A: Yes.

Q: So is the bottom line really the rate that BellSouth would charge for those trunks carrying access traffic? Is that the real heart of the dispute? In other words —

A: Best I can tell, that seems to be what is at issue is whether or not the switched access traffic is going to be paid for at switched access rates or whether it is going to be, I guess, handled at local transport termination rates.

Q: And we would agree that for this access

Page 252

traffic that goes to a BellSouth end office, that BellSouth obviously would be able to charge terminating access at its end office rate?

A: We should be able to, yes.

Q: You would agree with that?

A: Yes. Assuming we know it as access traffic, yes, and that is what I see is the only — is the dispute here is that whether we are going to receive the traffic in such a manner that we know that it is access traffic and create the appropriate records and bill the access charges.

If it comes to us as a trunk that is supposed to handle local traffic, for example, we are not going to create the records even to bill access. Or if it came in at a local tandem, local tandem doesn't have the ability to provide access service at all.

Q: So BellSouth would want this traffic carried over separate trunk routes, separate from the — from our local trunk groups?

A: No. You can use a supergroup arrangement in the sense that supergroup, combination supergroup arrangement we talked about allows for the traffic to be mixed, the access and the local traffic to be mixed. But a part of establishing that creates a

Page 253

mechanism by which you can properly bill for the access traffic that is coming over that trunk route.

We know in that case that there is traffic coming over that trunk route that is access traffic and the arrangements to properly bill it are established that that group is put up.

Q: If you are going to use a supergroup trunk that would transport local traffic and access traffic, I suppose transit traffic as well, would all the trunks have to be engineered as access trunks?

A: To that tolerance level, yes. Because any one of them could, in fact, there could be an access call going over any one of them at any given time.

Q: Does BellSouth engineer all of its transit trunks as access trunks to the same specifications?

A: I don't know.

MR. TWOMEY: Is this a good time for a short break?

MR. O'ROARK: Yes, it would be fine.

(A recess was taken.)

Q: (By Mr. O'Roark) Let's talk about

Page 254

Issue 45, Mr. Varner, which has to do with the local transit traffic. There are issues concerning routing and billing. Let's talk about routing just for a second.

You would agree that the volume of transit traffic typically does not warrant a separate trunk group to each tandem?

A: I don't know.

Q: And you mentioned in your rebuttal that BellSouth supergroup, one word, trunks can accommodate regular local traffic and transit traffic?

A: Yes.

Q: Let's talk about billing for a second. BellSouth's proposal would involve BellSouth providing call records to parties terminating transit traffic so they can bill each other?

A: Yes.

Q: And WorldCom's proposal is that BellSouth would serve as a sort of clearinghouse function; is that right?

A: Yes.

Q: That is, if say a WorldCom customer originates a call, BellSouth would bill WorldCom the

Page 255

transiting fee and reciprocal compensation and then settle up with the independent carrier?

A: Yes.

Q: Can we agree at least that using that kind of system would minimize the number of bills involved?

A: Assuming that it worked, assuming that it worked as you have outlined it, yeah — wait a minute, I am not sure that it would be because under the — you would send us a traffic, we would bill you for the transport and termination to the third party, and we bill you the transiting fee.

The other way we bill you the transiting fee and the third party would bill you the reciprocal compensation. So same number of bills, it is just coming from different people.

Q: Well, wouldn't the third party bill you for the recip comp and then you would settle up with us?

A: No. They would bill you.

Q: Even under our proposal?

A: No, under our proposal.

Q: I am talking about our proposal involving less, fewer bills. I think you switched from talking about our proposal —

Page 256

A: I was just comparing the two. It would require fewer — I am not sure that it would. I think you end up basically with the same number of bills.
Q: Let's take a second to walk through it. You can help me.
A: Okay.
Q: Let's start with the WorldCom end first.
A: All right. We are talking about which proposal?
Q: Let's start with our proposal then we will talk about yours. Under our proposal, BellSouth would bill WorldCom for the transit service and for the reciprocal compensation and BellSouth would pay the independent telephone company the reciprocal compensation that would pass through BellSouth to the ITC?
A: Right.
Q: All right. Under the BellSouth proposal, WorldCom would establish a separate billing arrangement with the ITC?
A: (Nodded head affirmatively).
Q: So you would have the ITC sending WorldCom a bill for the reciprocal compensation, you would have BellSouth sending WorldCom a bill for the

Page 257

transiting fee?
A: Yes.
Q: And I guess the situation would just be reversed with traffic going the other way?
A: Yes. In either case you are talking about two bills.
Q: Well, under the BellSouth proposal you have got two bills, you've got the BellSouth bill for the transit and the third party, or the ITC bill for the recip comp.
Under the WorldCom proposal you've really got one bill, the BellSouth bill to WorldCom for the transit and the recip comp and then BellSouth simply settles up with the ITC without issuing a bill?
A: No. The ITC has a bill for the recip comp that BellSouth pays to them.
Q: That is where we are disconnecting, I think, because as I understand, the WorldCom proposal, the ITC does not have a bill for the reciprocal compensation?
A: They would have to in order to be able to be paid. I mean, they are not just going to take it on faith from BellSouth that this is the money that is due them. There is going to have to be some means to demonstrate that that is the appropriate

Page 258

amount.
Q: Well, I assume that the ITC would have audit rights?
A: Yes. They would.
Q: It wouldn't be necessary for the ITC to send bills on a regular basis under that proposal, would it?
A: Got to have some kind of claim for payment. I mean, we are not — they may not necessarily issue a piece of paper, they might; I don't know what that arrangement would be, that we will work out with them. But the net effect is they are going to make a claim for payment and we are going to pay it.
Q: How does BellSouth work out transit traffic with ITCs today, do ITCs send BellSouth a bill or how does it work?
A: Let me see. I think the plans that we have today are what we call originating responsibility plans with the ITCs, it is essentially bill and keep is what we do with ITCs.
Q: Which involves no billing?
A: For the transport termination. This would not be a bill-and-keep arrangement.
Q: All right. Let's talk about Issue 46. I

Page 259

had to write this down so I would try to say it correctly.
As I understand it, Mr. Varner, this issue concerns how BellSouth will treat calls to WorldCom customers that have a physical location that is different than the rate center for the NPA/NXX they are assigned. Does that —
A: That is pretty close, that is not how we treat the customer it is the intercompany billing that would apply in all situations between BellSouth and WorldCom.
Q: If I have got it right, BellSouth's proposal is that when one of its customers in the rate center for the — our customer's NPA/NXX, when one of BellSouth's customers calls the WorldCom customer, BellSouth would not pay reciprocal compensation but rather would charge WorldCom access?
A: If that NPA/NXX has been assigned to a customer outside of that rate center, an example I use was Athens and Atlanta, MCI had an NPA and NXX code and had assigned that to the — through the Athens rate center, okay, but then took a number and assigned the number out of that NPA/NXX code to a customer who is actually located in Atlanta.

Page 260

What happens is that when somebody dials that number the call actually goes to Atlanta. In that situation, we would charge access charges as opposed to paying reciprocal comp because that would be a long-distance call.

Q: I believe you are saying in your testimony that the closest parallel to what WorldCom is proposing to do is 800 service?

A: Yes, I think that is the closest.

Q: But with 800 service, anyone in the country can call the toll-free number; is that right?

A: Well, not necessarily. It depends on what coverage the 800 number is supposed to have.

Q: Fair enough. Anybody in that coverage area, which typically would involve multiple states, can call a customer?

A: Or it could be a single state. It could be multiple states. But anybody who is in that coverage area can dial that single number to get to that customer.

Q: And with the service that WorldCom is proposing, only someone in the local calling area can call the number toll-free; is that right?

A: Right. And that is why I said, the

Page 261

closest parallel is 800.

There is another service that is a direct equivalent to this serving arrangement, but the one that is closest to it is 800 service because what you could do with this arrangement is you could replicate the coverage area of 800 service, the only difference is that you couldn't advertise a single 800 number, you would have to advertise the number for that particular calling area.

Q: You lost me on that because, again, let's take your example. Athens customer that gets an Atlanta NPA/NXX which means that people in Atlanta can call that number toll-free and get routed to Athens.

A: Say that again. Give me the —

Q: Athens customer, Atlanta NPA/NXX which means that people in the Atlanta local calling area can call that number and it is going to get routed to Athens toll-free.

A: It is going to get routed to Atlanta toll-free. It is an Athens NPA/NXX.

Q: No, an Atlanta NPA/NXX.

A: Okay.

Q: Athens customer. Have I got this right?

A: And you have assigned a number out of

Page 262

that to somebody that is physically located in Athens?

Q: Yes.

A: Okay.

Q: So in that case somebody in Atlanta who calls that number is actually going to get a call routed up to Athens?

A: That is right.

Q: Now we are together. Now let's see if I can remember what my question was.

Oh, you were saying that you could make that service similar to 800 service somehow and I didn't understand that because anybody who dialed that number outside the Atlanta local calling area would be making an intra-LATA toll call, wouldn't they?

A: Yeah. This is how you do it. You could cover the same area on a toll-free basis. All you would have to do is have one NPA/NXX for each calling area.

So let's say you wanted to cover the State of Georgia. You just have an NPA/NXX for each local calling area in the state. You would assign a number out of each one of those to that customer in Athens, so now anybody who wanted to call that

Page 263

customer in Athens would dial one of those numbers.

In fact, that is pretty much what Brooks Fiber did in the case I was talking about in Maine, they had 54 NPA/NXX's that they had assigned throughout Maine so that what it appears when I looked at it is that any customer in any local calling area in Maine could get to this one location in Portland.

Q: Does BellSouth offer foreign exchange service?

A: Yes, we do.

Q: And that is commonly abbreviated FX?

A: Yes.

Q: For example, let's take what we were just talking about. The Athens customer that gets an Atlanta NPA/NXX, BellSouth would be willing to provide that Athens customer with the Atlanta NPA/NXX, wouldn't it?

A: Sure.

Q: And that is what BellSouth would sell as FX service?

A: Yes.

Q: If a WorldCom customer in Atlanta calls that FX line for the BellSouth Athens customer, does BellSouth pay WorldCom originating access charges

Page 264

for the call?
A: We would if you billed us. I mean, that is the way it should be treated. It should be handled just — assuming there is not some kind of exemption in the access charge regime for it. Assuming it is like ISPs or something like that.
But assuming there is nothing in the access charge regime that would exempt that traffic from access charges, then we should be paid access charges. WorldCom should be billing us access charges.
Q: Your understanding would be that BellSouth should not be charging us reciprocal compensation for those calls?
A: That is right.
Q: And same thing the other direction, say the Athens customer calls a WorldCom Atlanta customer using that same FX line, your position would be that WorldCom is entitled to charge BellSouth terminating access charges?
A: Yes. To the extent that the access charge regime allows that.
Q: How would WorldCom know whether a particular number is an FX number? How would we know —

Page 265

A: We would have to tell you. I don't know.
Q: Mr. Varner, is a tandem operator required to send records to long-distance calls or of toll calls, rather, to originating and terminating carriers?
A: I am not sure what you mean by tandem operator. If you will explain that for me.
Q: I would understand a tandem operator to be any company that is operating a tandem, such as BellSouth, when it processes access traffic through an access tandem.
A: Okay.
Q: When BellSouth does that, does BellSouth have an affirmative obligation to send call records to originating and terminating carriers?
A: I don't know.
Q: Has BellSouth ever been paid or has BellSouth ever paid originating or terminating access charges on FX calls?
A: I don't know.
MR. O'ROARK: Incidentally, we are doing fine on time.
MR. TWOMEY: Great.
Q: (By Mr. O'Roark) Let's talk about

Page 266

Issue 51, which is what we usually call the symmetry issue, the issue about providing — paying tandem charges when a WorldCom switch serves in the area, a geographical area that is comparable to the area served by a BellSouth tandem. Let's walk through that for a minute or two.
As I understand your testimony, Mr. Varner, BellSouth is proposing a two-prong test for recovering tandem rate elements and those two prongs are, one, the switch must serve a geographic area comparable to a BellSouth tandem and, two, the WorldCom switch must perform local tandem functions; have I accurately stated your position?
A: We are not proposing that; that is just what the rules require.
Q: That is your interpretation of the rules?
A: Yes.
Q: And as I understand your interpretation of the rules, before WorldCom can recover that tandem rate, it must prove both elements, is that right?
A: Yes.
Q: So let's take a hypothetical. Let's say that WorldCom establishes a network of tandems and end office switches configured by the way BellSouth

Page 267

does, but that WorldCom's tandems serve geographic areas that are much smaller than the area served by BellSouth's tandems.
A: All right.
Q: In that case, is it your understanding that WorldCom would not be entitled to recover the tandem rate?
A: Yes. Because then you are not serving a comparable area.
Q: What is your understanding of the purpose of the geographic comparable provision in the FCC rules?
A: I think the purpose of it was to sort of — trying to define it without using the word comparable which is a little difficult. Of trying to identify the — when the tandem was actually being utilized, that the service that it was providing was reasonably close to the area that the incumbent was providing.
I think it was getting — I thought it was kind of getting at sort of a cost issue that if you are going to be reimbursed for it, you have got to be at least providing service in an area that reasonably compares to what the incumbents providing service to.

Page 268

Q: If you are providing tandem functionality, why should it matter what the geographic coverage is?
A: I think it matters because, let's say, let's take an extreme example. Let's say you set up a tandem arrangement but you only have one customer or customers in one specific location, then even though you are providing, you know, the function of just connecting trunks you are not really covering the service area that the incumbent does.
I thought it was more an idea of saying that, look, in order to get the tandem rate, it gives the CLECs an incentive to cover a broader array of customers, more as a public policy type of notion.
Q: In Pages 77 and 78 of your direct testimony you quote the FCC's definition of local tandem-switching capability?
A: 77? I am in the rebuttal, no wonder why I can't find it.
Yes.
Q: Is it BellSouth's position that we must provide tandem functionality as defined there by the FCC to recover the tandem rate?
A: Yes.

Page 269

Q: So, for example, the WorldCom switch must perform the function of connecting trunks to trunks before WorldCom could recover the tandem rate?
A: Yes.
Q: And connecting trunks to trunks basically involves connecting one switch to another; is that fair?
A: One end office switch to another. I guess it could be one tandem switch to another, too, so yes.
Q: So basically WorldCom would not receive the tandem rate unless it uses a hub-and-spoke architecture?
A: No. It doesn't have to use a hub-and-spoke architecture. They could use a round architecture to it.
Q: What is a hub-and-spoke architecture?
A: Hub-and-spoke means you have a central point and you have outlying feeder points that come into that central point and then are distributed back out.
Q: What is a ring architecture?
A: Ring architecture says that instead of having a central point, you have all of these locations that are connected and the traffic is sort

Page 270

of continuously flows and can be put on or taken off at any point, not any point, but any node on the ring.
Q: Sort of like the SONET rings that we were talking about yesterday?
A: Yes, SONET ring is a ring architecture.
Q: What you contemplate is that WorldCom could use a hub-and-spoke architecture or we could use a ring architecture which would basically involve, say, a number of switches that go around a circumference of an area?
A: Well, I have been trying to think how you could do that through switches. We use a ring architecture for transport in metropolitan areas and so forth. So just having a ring architecture doesn't mean that you have — you don't have a hub-and-spoke switches architecture. We have a hub-and-spoke switching architecture, we have a ring architecture in transport.
The only thing I can think of where you might have a ring architecture for switching would have to involve some sort of a packet switching network because you have to sort of divorce the connections from being actual physical connections, they would have to be some kind of a virtual

Page 271

connection in order to have a ring-switching architecture. As long as you are using circuit switching, you really can't do a ring-switching architecture.
Q: As far as you know, for circuit switch traffic that just wouldn't be practical?
A: I don't see how you could do it because you are establishing a physical link between the two points.
Q: So as a practical matter at least for circuit switch traffic, if WorldCom wants to receive the tandem-switching rate it has to use a hub-and-spoke architecture, doesn't it?
A: It does for switching, not for transport. You can use ring architecture for transport if it wants, we do that. But the switching architecture would have to be a hub-and-spoke.
Q: I take it under BellSouth's position, WorldCom could not obtain the tandem-switching rate if it operated a single switch in a geographic area?
A: If all they had was a single switch, no, because by definition, it can't be connected, trunks are trunks, if you only have one switch.

Page 272

Q: Mr. Varner, let me ask you to take a look at Page 76 of your direct testimony. You will see I believe starting at Line 7, you describe some FCC language out of the local competition order.

Say that FCC directed State Commissions to, quote, consider whether new technologies, e.g., fiber ringer, wireless network, perform functions similar to those performed by an incumbent CLEC tandem switch, and then it goes on.

I wonder if you can help me understand that language a little bit because, as I understand your position, you are saying to recover the tandem rate we must perform the tandem function precisely as defined by the FCC. And the language I have just referred to seems to suggest some flexibility.

Can you explain to me — can you reconcile your position with this language?

A: Sure. What this language is talking about is that if you have a network architecture that doesn't have the — is a different architecture, essentially provides this functionality but it doesn't do it in the same way, does provide the functionality, but it just doesn't do it in the same way that we traditionally looked at it, then the state can look at that and determine

Page 273

and decide to apply a tandem switching rate, you know, in that instance.

It may be a different tandem-switching rate than the one that applies in the instance that we are talking about. But given what the information MCI has given us with respect to its network architecture, it is not a different architecture. It is not one of these architectures that they are talking about here.

So the architecture that MCI has for switching network would be one that would, in order to get the tandem-switching rate, would have to match these functions.

Q: So you don't understand that WorldCom is using a fiber ring as part of the network it uses to serve customers here in Georgia?

A: Oh, I understand that that is what WorldCom does. I believe they do have fiber rings, but those fiber rings are used for transport. Those fiber rings are not used for switching or — there is nothing about — all a fiber ring is is a transport.

What I thought the FCC had in mind here is maybe you could come up with a fiber ring with fiber ring coupled with some sort of packet-

Page 274

switching technology that results in your performing tandem function, but you are not doing it in the same way.

The key here, I think, on that language it says you have to perform a function similar to those being performed by the incumbent CLEC tandem switch which, in effect, if you had a packet-switching network, you really don't have physical trunk connections, you have these virtual connections and somehow through those virtual connections you could establish something like a tandem functionality without ever connecting a physical trunk to another physical trunk because you don't have any. And I thought that is what they were trying to get at here.

Q: Can you give me an example, and let's talk about the circuit switch world, where the CLEC could provide the tandem functionality but in a different way, as I think you have stated it.

Can you give me a real world example of what you are talking about?

A: When you say a real world way, what —

Q: Well, you —

A: Yeah. Let me explain what I meant by in a different way. They were not actually connecting

Page 275

trunks to trunks and in a circuit-switching world I don't know how you could do that.

Q: Okay. So that in a circuit-switching world there really wouldn't be another way that you could provide tandem functionality as defined by the FCC and do it some way other than sort of that hub-and-spoke architecture?

A: Not connected — you couldn't do it in some other way wherein you didn't really connect trunks to trunks is what I was trying to explain. I don't know of another way.

Q: All right. Thank you.

Let's take a moment and look at your Exhibit AJV-3.

MR. O'ROARK: And Mr. Twomey, would you happen to have handy a colored copy?

THE WITNESS: Just take it out.

MR. O'ROARK: The copy that I have of AJV-3 is black and white, which makes it a little bit difficult to look at. Can I ask you to provide us with a color copy when you have a chance.

MR. TWOMEY: Sure. I think the copy I have is also black and white, so I will get Mr. Varner to make me a copy and you a copy.

Page 276

Q: (By Mr. O'Roark) You give me parity.
A: Maybe we can just kind of look on.
Q: Thank you, Mr. Varner. Why don't we focus on the third and fourth pages of maps that deal with the Atlanta serving area.
Let me ask you first as we look at that exhibit, we have got different colors and shading and so forth and each represents a separate tandem serving area; is that right?
A: Yes.
Q: Is there any instance where the tandem serving areas overlap?
A: No, not the local tandem serving areas, they are honed on — the offices are honed on one local tandem.
Q: This is headed Local Tandem Serving Area, and so what we are looking at in this page are your local tandems; is that right?
A: Yes.
Q: And local tandem serving exclusively local traffic?
A: Yes.
Q: And this map appears to depict an area a little broader than what we would normally think of as the metropolitan Atlanta area; is that right?

Page 277

A: Yes. Depicts the entire LATA, Atlanta LATA.
Q: I see. Thank you. So, for example, you show a couple of local tandems in the Athens area, correct?
A: Yes.
Q: And one down in the Southwest that I assume is the Columbus area?
A: Yes.
Q: Which is 120 miles away from Atlanta. And then it appears that you have got five local tandems more or less in the metropolitan Atlanta area?
A: Yes.
Q: And the map that you have got appears to have abbreviations for the various counties. Am I reading that right or do those abbreviations stand for something else?
A: Which abbreviations are you referring to?
Q: Well, actually, all of the words in that map appear to be abbreviations of some kind. I wonder if you can help me break that code?
A: All those are common language location identification codes.

Page 278

Q: CLLI codes?
A: CLLI codes.
Q: They are commonly referred to, which is C-L-L-I?
A: Yes. And what they are, those are the ones for the various wire centers.
Q: So, each CLLI code we have there corresponds to a local switch to an end office?
A: Let me make sure of that. No. Actually, I think it refers to an exchange now that I think about it. Yeah.
They are referring to an exchange. In some cases, they are the eight-digit code for a central office location, but in order to identify specific switches it is an eleven-digit code and we have only showed the eight-digit code which really just defines the exchange where it is located.
For example, on here for Atlanta, we haven't even identified all the wire centers in Atlanta, we just identified the tandem location, or none of the wire centers are identified. But over here we show Atlanta, Georgia, BU O1T. The BU is Buckhead, the 01T is the designation for the local tandem in Buckhead, in that Buckhead wire center.
Q: Let's focus on the five local tandems

Page 279

that we have identified as being in the metropolitan Atlanta area. And if you could, I would just like a little help in making sure I am understanding this map correctly and the areas that are served.
Looking at the tan area that — it appears that there are two local tandems actually in it and one just adjacent to it. Is that one tandem area or are these other tan areas included in it as well?
A: What you have got, those two right there, the tan and this striped area, are the two Buckhead tandems. They are both in the Buckhead office, but there are two local tandems in that office. One local tandem in the Buckhead building serves the tan area, the other local tandem in that Buckhead building serves this striped area.
Q: I see. When you say "an exchange," is that the same thing as a local calling area?
A: No.
Q: What is the difference?
A: The local calling area is made up of multiple exchanges, okay. So the exchange is sort of — everybody in the same exchange has the same local calling area.
So you can have, within a local calling

Page 280

area, let's say you have got multiple exchanges but some of those exchanges could have different local calling areas than other exchanges that are within the same local calling area. Usually happens around a fringe, for example.

Let's say Fayetteville and Atlanta. Fayetteville is in the Atlanta local calling area, so anybody in the Atlanta exchange can call Fayetteville toll-free. Fayetteville may be able to call another exchange to the south that somebody in the Atlanta exchange can't call toll-free.

Q: In general, exchanges are smaller than local calling areas?

A: Yes.

Q: We have got a local tandem to the northeast of the Buckhead tandems. Where is that roughly located?

A: That is Norcross.

Q: That is in Gwinnett County?

A: Yes.

Q: And what area does that serve?

A: Okay. It serves — let me see. It serves this area. Matter of fact, I pointed that out as being the Buckhead — the Buckhead tandem actually serves this area up here.

Page 281

Q: The Buckhead tandem serves north Georgia?

A: Serves it looks like Dahlonega and Ball Ground. Is that Ball Ground? No, that is not Ball Ground. I don't know what that is up here. But it is this area.

The one Buckhead tandem serves this area, the other Buckhead tandem serves around here, up around Lake Lanier, Woodstock, and then going out West, and then the other Buckhead tandem serves Dahlonega and I don't remember the name of that exchange up there.

Q: So the Norcross tandem actually serves a good bit of the metropolitan Atlanta area?

A: Yes. It serves Alpharetta, Lawrenceville, Snellville, Buford, and then several exchanges within it looks like actually within 285.

Q: I see. One of the Buckhead tandems actually serves it looks like the core of the metro Atlanta area and then outlying areas as well?

A: Right.

Q: All right. Then this tandem just to the south of the two Buckhead tandems, what does that serve? Does that serve the green area?

Page 282

A: Let's see. There is another one. I am trying to pick out which area this one serves. I can't tell on the map. One of these serves the green area for sure. The other one I was trying to find the area that it served. One of these two in the green area serves — I can't tell which one from that does serve the green area.

Q: The other one serves this blue checked area?

A: Best I can tell, the coding is actually this coding which I can't find.

Q: Well, can you —

A: I can verify which one does what and then the one down in Columbus are orange or red.

Q: Thank you, Mr. Varner. Let's look at the second page which shows the BellSouth Atlanta LATA access tandem serving area. Now, I believe you testified that access tandem served both access and local traffic; is that right?

A: Yes.

Q: And let's briefly go through the same exercise. It looks like we have got the two tandems in Athens, one in Columbus. Is that one in Gainesville that you have?

A: Yes.

Page 283

Q: Then the one in Gainesville looks like it serves the area around Lake Lanier?

A: Yes.

Q: Then we have got three access tandems roughly in the metro Atlanta area?

A: Yes.

Q: Is that fair?

A: Uh-huh.

Q: Can you walk me through the areas that each of those three serve, please?

A: Well, one of them is located in Buckhead again. That would be, let me see, this one. The inset, you can tell from the inset where it is. That is the Atlanta Buckhead.

Q: I see.

A: It serves the — I don't know how you describe that. I guess that is sort of the purple area. Then you have the one down in the Atlanta Georgia EP, which is this one, that serves sort of the green cross-hatched.

Q: That is the one just south of the Buckhead tandem?

A: Right.

Q: And then we have got one more that is just northeast —

Page 284

A: That is Norcross. And it serves the red cross-hatched area.
Q: Thank you. Are local tandems and access tandems sometimes located in the same space?
A: In the same building.
Q: Same building?
A: They are different switches, but they are in the same building.
Q: For example, you would expect them to be on different floors of that building or at least in —
A: Well, I am not so sure anymore whether that is the case or not. Because you may be able to arrange a single switch to do both things. I am not sure, Mr. Milner can tell you.
Q: And in some cases it may actually be the same piece of equipment that is depicted on the two pages that we just looked at?
A: You will have to ask Mr. Milner. I know you can do that with end offices and tandems, I don't know whether you can do it with local tandems and access tandems.
Q: Let's talk about Issue 88 for just a moment.
A: Are we done with this? I can put it

Page 285

back —
Q: Yes, we are.
A: 88, all right.
Q: And Issue 88 concerns cabling from the demarcation point to the customer's equipment location.
A: Okay.
Q: In your testimony, Mr. Varner, you state that BellSouth is willing to propose terms and conditions for this cabling. Do you see that?
A: Yes.
Q: Does BellSouth currently have terms and conditions that it could propose to us, say, today?
A: I don't know. This is a nonregulated service, and I just don't know whether we have ever — anybody has ever asked us to do this.
Q: So you don't know as we sit here today what terms BellSouth would be willing to propose even on an unregulated basis?
A: No.
Q: Can you give me any idea how long it would take BellSouth to propose such terms and conditions?
A: No. I mean, we may already have it. I don't know whether we have them or not.
MR. O'ROARK: That is all I have.
MR. TWOMEY: I have no redirect.
MR. O'ROARK: Thank you, Mr. Varner.
(Deposition concluded at 11:40 a.m.)

Page 286

Page 287

CERTIFICATE

STATE OF GEORGIA:
COUNTY OF FULTON:

I hereby certify that the foregoing transcript was taken down, as stated in the caption, and the questions and answers thereto were reduced to typewriting under my direction; that the foregoing pages 204 through 286 represent a true, complete, and correct transcript of the evidence given upon said hearing, and I further certify that I am not of kin or counsel to the parties in the case; am not in the regular employ of counsel for any of said parties; nor am I in anywise interested in the result of said case.

This, the 14th day of August, 2000.

FRANCES BUONO, CCR-B-791
My commission expires on the 24th day of April, 2003.

Page 288

DEPOSITION OF ALPHONSO J. VARNER/FCB
I do hereby certify that I have read all questions propounded to me and all answers given by me on the 8th day of August, 2000, taken before Frances Buono, and that:

1) There are no changes noted.
2) The following changes are noted:

Pursuant to Rule 30(e) of the Federal Rules of Civil Procedure and/or the Official Code of Georgia Annotated 9-11-30(e), both of which read in part: Any changes in form or substance which you desire to make shall be entered upon the deposition...with a statement of the reasons given...for making them. Accordingly, to assist you in effecting corrections, please use the form below:

Page No. Line No. should read:

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If supplemental or additional pages are necessary, please furnish same in typewriting annexed to this deposition.

ALPHONSO J. VARNER

Sworn to and subscribed before me,
this the day of , 2000.

Notary Public
My commission expires:

COURT REPORTER DISCLOSURE

DEPOSITION OF: ALPHONSO J. VARNER

Pursuant to Article 8.B. of the Rules and Regulations of the Board of Court Reporting of the Judicial Council of Georgia which states: "Each court reporter shall tender a disclosure form at the time of the taking of the deposition stating the arrangements made for the reporting services of the certified court reporter, by the certified court reporter, the court reporter's employer, or the referral source for the deposition, with any party to the litigation, counsel to the parties or other entity. Such form shall be attached to the deposition transcript," I make the following disclosure:

I am a Georgia Certified Court Reporter. I am here as a representative of Brown Reporting, Inc. Brown Reporting was contacted by the offices of MCI World Communications to provide court reporting services for the deposition. Brown Reporting will not be taking this deposition under any contract that is prohibited by O.C.G.A. 15-14-37(a) and (b).

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/s/ Frances Buono, CCR-B-791 8/8/00

Signature of attorneys present: Date:

/s/ Attorney Name Date

/s/ Attorney Name Date

/s/ Attorney Name Date

/s/ Attorney Name Date

Return this form after review and/or signatures to the court reporter for inclusion in the record.

Please use reverse side for additional signatures.

Lawyer's Notes

DEPOSITION OF ALPHONSO J. VARNER/FCB

I do hereby certify that I have read all questions propounded to me and all answers given by me on the 8th day of August, 2000, taken before Frances Buono, and that:

_____ 1) There are no changes noted.
_____ 2) The following changes are noted:

Pursuant to Rule 30(e) of the Federal Rules of Civil Procedure and/or the Official Code of Georgia Annotated 9-11-30(e), both of which read in part: Any changes in form or substance which you desire to make shall be entered upon the deposition...with a statement of the reasons given...for making them. Accordingly, to assist you in effecting corrections, please use the form below:

Page No. 13 Line No. 25 should read: "NONRECURRING" INSTEAD OF NONREFERRING"

And the reason for the change is: MISSPELLED

Page No. 17 Line No. 20 should read: "forum" INSTEAD OF "for I"

And the reason for the change is: _____

Page No. 26 Line No. 11 should read: "NON-COMPENATORY" INSTEAD OF "COMPENATORY"

And the reason for the change is: _____

Page No. 31 Line No. 25 should read: "today" INSTEAD OF "to DATE"

And the reason for the change is: _____

Page No. 53 Line No. 7 should read: "FCC" INSTEAD OF "SEC"

And the reason for the change is: _____

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Page No. 59 Line No. 20 should read: "ORDER" INSTEAD OF "SORT"

And the reason for the change is:

Page No. 82 Line No. 9 should read: "interLATA INSTEAD OF "INTRALATA"

And the reason for the change is:

Page No. 83 Line No. 5 should read: "SENT" ~~SHOULD BE~~ INSTEAD OF "CENT"

And the reason for the change is:

Page No. 96 Line No. 11 should read: "In the" INSTEAD OF "AND A"

And the reason for the change is:

Page No. 98 Line No. 18 should read: "Scollard" INSTEAD OF "Scholar"

And the reason for the change is:

Page No. 133 Line No. 1 should read: "PARTS" INSTEAD OF "PORTS"

And the reason for the change is:

Page No. 137 Line No. 23 should read: "FCC" INSTEAD OF "SEC

And the reason for the change is:

Page No. 149 Line No. 3 should read: "PROTOCOL" INSTEAD OF "PROFILE"

And the reason for the change is:

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Page No. ____ Line No. ____ should read: "do testing" INSTEAD OF "USE TASKING"

And the reason for the change is: ____

Page No. 189 Line No. 19 should read: "FCC" INSTEAD OF "SEC"

And the reason for the change is: ____

Page No. 221 Line No. 21 should read: "QUOTED" INSTEAD OF "FOLDED"

And the reason for the change is: ____

Page No. 231 Line No. 22 should read: "the Eighth CIRCUIT" INSTEAD OF "today's SERVICE"

And the reason for the change is: ____

Page No. 234 Line No. 14 should read: "the WHOLE" INSTEAD OF "OLD"

And the reason for the change is: ____

Page No. 234 Line No. 21 should read: "bill" INSTEAD OF "BUILD"

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Page No. 234 Line No. 22 should read: "we WOULD" INSTEAD OF "why we WOULDN'T"

And the reason for the change is: ____

Page No. 239 Line No. 5 should read: "PRICES" INSTEAD OF "PROCESS"

And the reason for the change is: ____

DEPOSITION OF ALPHONSO J. VARNER/FCB

Page No. 247 Line No. 3 should read: "SERVICE" INSTEAD OF "LINE"

And the reason for the change is: _____

Page No. 247 Line No. 7 should read: "LONGER" INSTEAD OF "LONG-WARD"

And the reason for the change is: _____

Page No. 247 Line No. 11 should read: "than" INSTEAD OF "IN"

And the reason for the change is: _____

Page No. 261 Line No. 2 should read: "isn't" INSTEAD OF "is"

And the reason for the change is: _____

Page No. 264 Line No. 6 should read: "isn't" INSTEAD OF "is"

And the reason for the change is: _____

If supplemental or additional pages ~~are~~ necessary, please furnish same in typewriting annexed to this deposition.

_____
ALPHONSO J. VARNER

Sworn to and subscribed before me,
this the _____ day of _____, 2000.

_____
Notary Public
My commission expires: _____

291A ~~290~~ 292

DEPOSITION OF ALPHONSO J. VARNER/FCB

Page No. 269 Line No. 15 should read: "RING" INSTEAD OF "ROUND"

And the reason for the change is: _____

Page No. 276 Line No. 14 should read: "homed" INSTEAD OF "honed"

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DEPOSITION OF ALPHONSO J. VARNER/FCB

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If supplemental or additional pages are necessary, please furnish same in typewriting annexed to this deposition.

A J Varner

ALPHONSO J. VARNER

Sworn to and subscribed before me,
this the 24th day of August, 2000.

Linda M. Hobbs

Notary Public
My commission expires: Notary Public, Gwinnett County, Georgia
My Commission Expires March 17, 2003

AUG 31 2000

BELLSOUTH
TELECOMMUNICATIONS, INC.
GEORGIA
ISSUED: September 25, 1996
BY: President - Georgia
Atlanta, Georgia

Fourth Revised Page 42
Cancels Third Revised Page 42

EFFECTIVE: October 29, 1996

B7. DIGITAL NETWORK SERVICE

B7.5 MegaLink® ISDN Service (Obsoleted. See Section B107.) (Cont'd) (O) (T)

B7.6 Reserved for Future Use

B7.7 Self-Healing Multi-Nodal Alternate Route Topology Ring (SMARTRing®) Service

B7.7.1 General

A. SMARTRing® service is a dedicated, high capacity, network designed to provide increased reliability and functionality via a self-healing ring topology between multiple customer designated locations and Company Central Offices where facilities can be made available as determined by the Company. This network consists of fiber routed through local, alternate central office, internodal and/or interoffice channel facilities that transmit DS1 and/or DS3 channel services simultaneously over primary and alternate paths between customer designated locations and Company Central Offices. This ring topology will continually monitor DS1 and/or DS3 service quality, detect any failure within the system, and automatically self-heal itself around a point of failure to ensure the flow of DS1 and/or DS3 Services between locations within the self-healing network.

B. SMARTRing® service is available at OC-3 and OC-12 channel capacities. SMARTRing® service OC-3 capacity may be configured to allocate 3-DS3s, 84 DS1s, or a combination of DS3s and DS1s equivalent to a capacity of 3-DS3s, for each node. The customer must specify the allocation at each node with the initial request. Channel Interface Capacity Reallocation allows the customer to reallocate the DS3 and/or DS1 capacity to the nodes subsequent to the initial configuration. Channel interfaces must be symmetrically allocated, e.g., an originating DS1 channel interface must have a corresponding terminating DS1 channel interface.

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Version 1

B7. DIGITAL NETWORK SERVICE

B7.7 Self-Healing Multi-Nodal Alternate Route Topology Ring (SMARTRing®) Service (Cont'd)

B7.7.1 General (Cont'd)

C. SMARTRing® service is connectible at Company central offices to any 44.736 Mbps and/or 1.544 Mbps services as provided in Section B7. of this Tariff ***and to Broadband Exchange Line Service at a data rate of 1.536 Mbps as provided in Section A40.5 of the General Subscriber Service Tariff.*** Rates and charges for such other services are as set forth in the applicable sections of this Tariff for such other services. (C)

D. The customer must provide suitable floor space, controlled environment, and source of non-switched suitable power to support this service.

E. Where the customer provides two separate entrance facility cable routes for SMARTRing® service, the primary and alternate facilities will be separate and will enter the customer node over such different routes. When the customer requests two separate routes at a Customer Node via two Local Channels and Telephone Company facilities do not exist for the second Local Channel, the Telephone Company may provide an equivalent second Local Channel via an existing alternate route. When facilities become available for the second Local Channel, the Telephone Company may rearrange the alternate route at any time.

F. The compatibility requirements, technical specifications, and generic requirements for SMARTRing® service terminated at the customer's designated locations are referenced in Technical Reference ANSI T1.404-1989 and ANSI T1.403-1989.

G. DS3 interface combinations and technical specifications are referenced in Bellcore TR-INS-000342.

H. DS1 interface combinations and technical specifications are referenced in Bellcore TR-NPL-000054.

I. SMARTRing® service DS3 high capacity service channels have a performance objective of 99.5 percent error-free seconds over a continuous twenty-four hour period. Self-healing multi-nodal DS1 high capacity service channels have a performance objective of 99.95 percent error-free seconds over a continuous twenty-four hour period.

B7.7.2 Application of Rates

A. Monthly rates and charges as specified in B7.7.4 following apply for each SMARTRing® service. The dedicated, high capacity, DS1 and/or DS3 channels provided through this service are available at OC-3 and OC-12 channel capacities. Rate categories include Customer Nodes, Central Office Nodes, Local Channels, Alternate Central Office Channels, Interoffice Channels and Internodal Channels. Channel Interfaces are required at each node on the network to activate individual DS1 and/or DS3 capabilities and must be associated with a SMARTRing® service. The quantity of channel interfaces ordered may not exceed the capacity ordered. When a 28 DS1 Channel System is utilized to activate DS1 channels, the appropriate number of DS1 Channel Interfaces are required in lieu of an originating or terminating DS3 Channel Interface.

B. Nonrecurring charges for Local, Alternate Central Office, Interoffice and Internodal Channels apply for each channel. When the customer requests two separate routes and the routing is provided as described in B7.7.1.E. preceding, charges apply for the Local Channels and any Interoffice Channels on the requested route. If the Company rearranges the alternate route, nonrecurring charges do not apply for the second Local Channel. Recurring charges for Local, Alternate Central Office, Interoffice and Internodal Channels apply for each quarter air mile increment of the channel. Fractions of a quarter mile will always round up to the next quarter air mile before determining the mileage and applying the rate. For channels which are less than one quarter mile, a minimum charge of one quarter mile applies.

C. For Internodal Channels, charges apply as appropriate either for the same wire center area or contiguous serving wire center areas, as specified in B7.7.4.A.4.

D. Nonrecurring charges for Customer Nodes and Central Office Nodes apply per node. The initial charge applies to nodes installed with initial installation of a SMARTRing® service. Subsequent node charges will apply when a customer adds an additional node to an established SMARTRing® service. Recurring rates for Customer and Central Office Nodes also apply per node.

E. The rates for Customer Channel Interfaces apply for each origination and for each termination of an activated DS1 and/or DS3 at the Customer Node. Nonrecurring charges are established on a per order basis for the first DS1 and/or DS3 which originates or terminates at a Customer Node and for each additional DS1 and/or DS3 which originates or terminates at the same Customer Node. The recurring rate applies on a per Customer Node basis for each origination and for each termination of an activated DS1 and/or DS3 at a Customer Node.

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B7. DIGITAL NETWORK SERVICE

B7.7 Self-Healing Multi-Nodal Alternate Route Topology Ring (SMARTRing®) Service (Cont'd) (N)

B7.7.2 Application of Rates (Cont'd) (N)

F. In addition, customers with DS3 interfaces at the Customer Node electing to connect with DS1 services at a Central Office Node, must obtain a 28 DS1 Channel System, and the appropriate number of DS1 Channel Interfaces in lieu of a DS3 Channel Interface. A maximum of 28 DS1 Channel Interfaces can be activated for each 28 DS1 System utilized. Nonrecurring charges are established on a per order basis for the first 28 DS1 Channel System and for each additional 28 DS1 Channel System at that same Central Office Node. Nonrecurring charges are also established for the first DS1 Channel Interface which originates/terminates in a 28 DS1 Channel System and each additional DS1 Channel Interface which originates/terminates in that same DS1 Channel System. The recurring rate applies for each 28 Channel System and each DS1 Channel Interface activated per Central Office Node. (N)

G. First and Additional Nonrecurring charges will be applied when ordering the same rate element between the same locations with the same installation date. (N)

H. In order to accommodate more flexible customer situations, SMARTRing® service is available under several payment plans: 36 Month Term Payment Plan (24-48 months), 60 Month Term Payment Plan (49-72 months), or 84 Month Term Payment Plan (73-96 months). The 36, 60, and 84 Month Term Payment Plans are provided under conditions specified in the Channel Services Payment Plan, (CSPP), B2.4.9 preceding, except as modified following. For all payment plans, the following regulations apply: (N)

1. All rate elements, except Channel Interfaces for a given SMARTRing® service, whether initially or subsequently ordered, must be provided under the same payment plan with the same service period and are coterminous upon disconnect of the SMARTRing® service. Channel Interfaces may be ordered under payment plans equal to or less than the selected payment period for the given SMARTRing® service. (N)
2. The rates applicable to a month-to-month payment plan are subject to Company initiated changes. (N)
3. A termination liability charge will be applicable if services provided under a CSPP arrangement are disconnected prior to the end of the chosen service period. The applicable charge is equal to the number of months remaining in the rate stabilized service period times sixty percent of the monthly rates for SMARTRing® service which include all Nodes, Channel Interfaces, Local Channels, Alternate Central Office Channels, Internodal Channels and/or Interoffice Channels provided under the CSPP arrangement. For services under the month-to-month payment plan, a termination charge is equal to the number of months remaining in the twelve month minimum times the month-to-month rates in effect for SMARTRing® service at the time of termination. (N)
4. When a service period under an existing CSPP arrangement is completed and a customer elects to revert to a month-to-month payment option, no minimum period is applicable. (N)
5. Additions of services or rate elements, for activating spare or unused capacities of a SMARTRing® service under a CSPP arrangement, must be activated at the same rates and charges specified under the existing CSPP arrangement. Channel interfaces may be ordered as specified in 1. preceding. (N)
6. Additions of services or rate elements, i.e. new local channels, interoffice channels, etc., other than for activating spare or unused capacities, must be under a new CSPP arrangement at rates and charges as specified in 1. preceding. The new CSPP arrangement must be at least 24 months and must be coterminous with the CSPP arrangement for the existing SMARTRing® service. (N)
7. All customers ordering a new SMARTRing® service or upgrading existing SMARTRing® service under a Channel Services Payment Plan (CSPP) by May 22, 1995, with a Service Establishment Date of no later than February 21, 1996, will benefit from a special promotional offering to waive nonrecurring charges associated with ring level billing. (N)

   All SMARTRing® service customers under a Special Service Arrangement contract, where the service has not been installed as of March 10, 1995, will benefit from the special promotional offering to waive nonrecurring charges associated with ring level billing. (N)

   Ring level billing is defined as billing for the following rate elements: Local Channel, Interoffice Channel, Internodal Channel, Alternate Central Office Channel, Customer Node and Central Office Node. Billing for Customer Channel Interfaces and Central Office Channel Interfaces recurring and nonrecurring charges will be effective upon activation to the SMARTRing® service. (N)

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B7. DIGITAL NETWORK SERVICE

B7.7 Self-Healing Multi-Nodal Alternate Route Topology Ring (SMARTRing®) Service (Cont'd) (N)

B7.7.2 Application of Rates (Cont'd) (N)

H. (Cont'd) (N)

7. (Cont'd) (N)

In addition, termination liability charges are also waived for upgrades to SMARTRing® services, under the terms and conditions set forth in B2.4.9 preceding. Specific requirements must be satisfied in order for charges to be waived as follows: (N)

a. Nonrecurring charges set forth in B3.3 of this Tariff will be waived when a customer reconfigures existing Company provided network services that are groomed or rolled over onto a new SMARTRing® service or upgraded from existing SMARTRing® service. (N)

b. The customer's SMARTRing® service, to which the network services are reconfigured, must be ordered under a CSPP. However, individual DS1 and/or DS3 channel interfaces associated with SMARTRing® service may be provided under month-to-month terms if the existing services were provided under month-to-month rates. (N)

c. Special promotional waivers will be processed as projects for each customer designated location, and all associated connect and disconnect orders must be placed at the same time. Reconfiguration work must be completed within twelve months of the customer order date. Only one reconfiguration plan will be permitted per customer location. (N)

d. Special promotional waivers shall not apply when the service is moved by the customer from one location to another. (N)

e. In the event the SMARTRing® service is disconnected at the customer's request prior to the expiration of the CSPP, full nonrecurring charges associated with ring level billing will apply. (N)

I. SMARTRing® service Local Channel, Alternate Central Office Channel and Internodal Channel rates are distance sensitive. They are measured per quarter airline mile or fraction thereof from the customer's designated premises to the Serving Wire Center, Alternate Central Office, or other Customer Nodes. V&H coordinates are derived for each customer location through the use of longitude and latitude measurements. Using the V&H coordinate method as set forth in the NATIONAL EXCHANGE CARRIER ASSOCIATION, INC. TARIFF F.C.C. No. 4, compute the mileage, convert to quarter miles, and multiply the appropriate per quarter mile rate by the distance involved. Any portion of a quarter mile will always round up to the next quarter mile before determining the mileage and applying the rate. For channels which are less than one quarter mile, a minimum charge of one quarter mile applies. (N)

J. The SMARTRing® service Interoffice Channel mileage is calculated per quarter airline mile between two directly connected central offices on the ring. Interoffice Channel mileage is computed by using the V&H coordinates method as set forth in the NATIONAL EXCHANGE CARRIER ASSOCIATION, INC. TARIFF F.C.C. No. 4. To determine the rate to be billed, multiply the appropriate per quarter mile rate by the distance involved. Fractions of a quarter mile always round up to the next quarter mile before determining the mileage and applying the rate. For channels which are less than one quarter mile, a minimum charge of one quarter mile applies. (N)

B7.7.3 Architecture (N)

A. SMARTRing® Service (N)

The SMARTRing® service configuration utilizes a multi-nodal ring architecture which is specified jointly by the Company and the customer. The minimum configuration provides dedicated DS3 (44.736 Mbps) and/or DS1 digital services and must include at least three nodes. One must be a Central Office Node in a Company Central Office and one must be a Customer Node at a customer's designated location. Additional nodes may be any combination thereof. The maximum number of nodes will be determined based on equipment capability. The nodes are connected by SMARTRing® service Local Channels, Alternate Central Office Channels, Interoffice Channels and Internodal Channels as applicable. SMARTRing® service may be connected to other DS3/DS1 services only at Central Office Nodes. (N)

Applicable rate elements for this service are: (N)

- Customer Node (at least one), provides ring switching capabilities at customer designated locations other than Company Premises that are part of SMARTRing® service. This rate element offers OC-3 and OC-12 network capacities and requires the customer to obtain the appropriate number of SMARTRing® service DS3 and/or DS1 Customer Channel Interfaces. (N)

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B7. DIGITAL NETWORK SERVICE

B7.7 Self-Healing Multi-Nodal Alternate Route Topology Ring (SMARTRing®) Service (Cont'd) (N)

B7.7.3 Architecture (Cont'd) (N)

A. SMARTRing® Service (Cont'd) (N)

- Customer Channel Interface (one for each originating/terminating activated DS3 and/or DS1 for each Customer Node), provides DS3 and/or DS1 channelization that may take place at each customer node of SMARTRing® service. The Customer Channel Interface applies for every DS3 and/or DS1 that originates or terminates at a Customer Node. (N)
- Central Office Node (at least one), provides ring switching capabilities at Company Central Offices that are a part of SMARTRing® service. This rate element offers OC-3 and OC-12 network capacities and requires the customer to obtain the appropriate number of SMARTRing® service DS3 and/or DS1 Central Office Channel Interfaces. (N)
- Central Office Channel Interface (one for each originating/terminating activated DS3 and/or DS1 for each Central Office Node or one for each 28 DS1 Channel System and associated DS1 Channel Interfaces for each activated DS3), provides DS3 and/or DS1 channelization that may take place at each Central Office Node located on SMARTRing® service. The DS3 and/or DS1 Central Office Channel Interface rate element applies for every DS3 and/or DS1 channel that originates or terminates at a Central Office Node. Customers with DS3 interfaces at the Customer Node, electing to connect with DS1 services at a Central Office Node, must obtain a 28 DS1 Channel System. (N)
- Local Channel (at least one for each Customer Node which is directly connected to the serving wire center), provides for the communications path between a Customer Node and the serving wire center of the premises where located. (N)
- Alternate Central Office Channel (at least one for each Customer Node which is directly connected to an Alternate Central Office), provides for the communications path between a Customer Node and an Alternate Central Office. (N)
- Interoffice Channel (one for each path between each two directly connected Company Central Offices), provides for the communications path between directly connected Company Central Offices located on a SMARTRing® service. (N)
- Internodal Channel (one for each path between two directly connected Customer Nodes), provides for the communications path between two directly connected Customer Nodes located (a) in the same Serving Wire Center area or (b) in the same Office Park/Campus Environment or contiguous property, located in contiguous Serving Wire Center areas. (N)
- Channel Interface Capacity Reallocation (one per node per occurrence), allows the customer to reallocate DS3 and/or DS1 capacity interfaces at each node subsequent to the initial service installation. For example, a customer may initially allocate, activated or spare, eighty-four DS1s at each node on the ring and may subsequently request Channel Interface Capacity Reallocation to drop one DS3 and fifty-six DS1s at each node, or other combination of DS3s and/or DS1s equivalent to an OC-3 Network Capacity. (N)

(N)

B7.7.4 Rates and Charges (N)

A. Self-healing Multi-nodal Alternate Route Topology Ring (SMARTRing® Service)

1. Local Channel Mileage Rates
(OC-3 or OC-12 capacity)

	Nonrecurring Charge	Month To Month	24 to 48 Months	49 to 72 Months	73 to 96 Months	USOC
(a) Per Local Channel, per first quarter air mile	$525.00	$105.00	$90.00	$80.00	$70.00	1HC1X
(b) Per additional quarter air mile	-	105.00	90.00	80.00	70.00	1HC2X

(N)

2. Alternate Central Office Channel Mileage Rates
(OC-3 or OC-12 capacity)

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B7. DIGITAL NETWORK SERVICE

B7.7 Self-Healing Multi-Nodal Alternate Route Topology Ring (SMARTRing®) Service (Cont'd) (N)

B7.7.4 Rates and Charges (Cont'd) (N)

A. Self-healing Multi-nodal Alternate Route Topology Ring (SMARTRing® Service) (Cont'd) (N)

2. Alternate Central Office Channel Mileage Rates (OC-3 or OC-12 capacity) (Cont'd) (N)

		Nonrecurring Charge	Month To Month	24 to 48 Months	49 to 72 Months	73 to 96 Months	USOC	
(a)	Alternate C.O. Channel, per channel, per first quarter air mile	$525.00	$685.00	$360.00	$295.00	$270.00	1HD1X	(N)
(b)	Per additional quarter air mile	-	685.00	360.00	295.00	270.00	1HD2X	(N)

3. Interoffice Channel Mileage Rates

(a)	Per Channel, Per Fixed OC-3 or OC-12 capacity	200.00	-	-	-	-	1HFFX	(N) (N)
(b)	Fixed, OC-3 capacity	-	50.00	40.00	35.00	30.00	1HFFX	
(c)	Fixed, OC-12 capacity	-	145.00	130.00	115.00	105.00	1HFFX	
(d)	Per quarter air mile (OC-3 or OC-12 capacity)	-	55.00	50.00	45.00	40.00	1HGFX	(N) (N)

4. Internodal Channel Mileage Rates (N)

(a)	Per Internodal Channel, Same Wire Center area, per first quarter air mile	525.00	1,795.00	730.00	535.00	445.00	1HHAX	(N)
(b)	Per additional quarter air mile, Same Wire Center	-	1,795.00	730.00	535.00	445.00	1HJAX	(N)
(c)	Per Internodal Channel, Same Office Park/Campus Environment in Contiguous Serving Wire Center areas, per first quarter air mile	525.00	2,000.00	815.00	590.00	490.00	1HHBX	(N)
(d)	Per additional quarter air mile, same Office Park/Campus Environment in contiguous Serving Wire Center areas	-	2,000.00	815.00	590.00	490.00	1HJBX	(N)

5. Customer Node (per Node)

		Nonrecurring Charge		Month to Month	24 to 48 Months	49 to 72 Months	73 to 96 Months	USOC	
		Initial	Subsequent						
(a)	OC-3 capacity	$430.00	$650.00	$-	$-	$-	$-	SHKBC	(N)
(b)	OC-12 capacity	460.00	675.00	-	-	-	-	SHHC1	
(c)	OC-3 capacity	-	-	2,300.00	1,600.00	1,400.00	1,200.00	SHKBC	
(d)	OC-12 capacity	-	-	3,590.00	3,090.00	2,865.00	2,565.00	SHHC1	(N)

(N)

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B7. DIGITAL NETWORK SERVICE

B7.7 Self-Healing Multi-Nodal Alternate Route Topology Ring (SMARTRing®) Service (Cont'd) (N)

B7.7.4 Rates and Charges (Cont'd) (N)

A. Self-healing Multi-nodal Alternate Route Topology Ring (SMARTRing® Service) (Cont'd) (N)

6. Customer Channel Interface (per Node) (N)

		Nonrecurring Charge First	Nonrecurring Charge Additional	Month to Month	24 to 48 Months	49 to 72 Months	73 to 96 Months	USOC	
(a)	Per DS1 on OC-3	$305.00	$185.00	$-	$-	$-	$-	SHK1N	(N)
(b)	Per DS3 on OC-3	240.00	150.00	-	-	-	-	SHKOT	(N)
(c)	Per DS3 on OC-12	235.00	145.00	-	-	-	-	SHK12	(N)
(d)	Per DS1 on OC-3	-	-	45.00	35.00	30.00	25.00	SHK1N	(N)
(e)	Per DS3 on OC-3	-	-	230.00	185.00	175.00	165.00	SHKOT	(N)
(f)	Per DS3 on OC-12	-	-	170.00	135.00	130.00	125.00	SHK12	(N)

7. Central Office Node (per Node)

		Nonrecurring Charge Initial	Nonrecurring Charge Subsequent	Month to Month	24 to 48 Months	49 to 72 Months	73 to 96 Months	USOC	
(a)	OC-3 capacity	$400.00	$525.00	$-	$-	$-	$-	SHK3C	(N)
(b)	OC-12 capacity	460.00	645.00	-	-	-	-	SHJH1	(N)
(c)	OC-3 capacity	-	-	1,400.00	1,100.00	1,000.00	900.00	SHK3C	(N)
(d)	OC-12 capacity	-	-	2,680.00	2,280.00	2,080.00	1,780.00	SHJH1	(N)

8. Central Office Channel Interface (per Central Office Node) (N)

		Nonrecurring Charge First	Nonrecurring Charge Additional	Month to Month	24 to 48 Months	49 to 72 Months	73 to 96 Months	USOC	
(a)	Per DS1 on OC-3	$190.00	$145.00	$-	$-	$-	$-	SHK1C	(N)
(b)	Per DS3 on OC-3	300.00	210.00	-	-	-	-	SHKWT	(N)
(c)	Per DS3 on OC-12	290.00	220.00	-	-	-	-	SHKC2	(N)
(d)	Per 28 DS1 Channel System	285.00	205.00	-	-	-	-	SHHW8	(N)
(e)	Per DS1 on 28 DS1 Channel System	265.00	175.00	-	-	-	-	SHHCA	(N)
(f)	Per DS1 on OC-3	-	-	40.00	35.00	30.00	25.00	SHK1C	(N)
(g)	Per DS3 on OC-3	-	-	195.00	140.00	130.00	120.00	SHKWT	(N)
(h)	Per DS3 on OC-12	-	-	115.00	90.00	85.00	80.00	SHKC2	(N)
(i)	Per 28 DS1 Channel System	-	-	700.00	600.00	550.00	525.00	SHHW8	(N)
(j)	Per DS1 on 28 DS1 Channel System	-	-	18.00	14.00	12.00	10.00	SHHCA	(N)

9. Channel Interface Capacity Reallocation (N)

		Nonrecurring Charge	USOC	
(a)	Per Node, Per occurrence	$365.00	SHKCM	(N)

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E7. SPECIAL ACCESS (A.K.A. BELLSOUTH SPA) SERVICE

E7.2 Service Descriptions (Cont'd)

E7.2.15 Derived Data Channel (a.k.a. BellSouth SPA Derived Data Channel) Service (Cont'd)

B. (Cont'd)

Compatible channel interface specifications are contained in BellSouth Technical Reference Publication 73548 for data/voice multiplexing equipment and BellSouth Technical Reference 73548, Addendum 1, for access to a DS0-B interface. These publications are available from the Information Exchange Manager, BellSouth Telecommunications, Inc., ***Regional*** Documentations ***Coordinator, 20th Floor, 600*** North ***19th Street***, Birmingham, Alabama ***35203***. (T)

E7.2.16 SMARTRing® service (a.k.a. BellSouth Dedicated Ring) (N)

A. Self-healing Multi-nodal Alternate Route Topology Ring (N)

1. SMARTRing® service (a.k.a. Bellsouth Dedicated Ring) is a dedicated, high capacity, network designed to provide increased reliability and functionality via a self-healing ring topology between multiple customer designated locations and Telephone Company Central Offices where facilities can be made available as determined by the Company. This network consists of fiber routed through local, alternate central office, internodal and/or interoffice channel facilities that transmit DS1, DS3, STS-1, OC-3 and/or OC-12 channel services simultaneously over primary and alternate paths between customer designated locations and Telephone Company Central Offices. This ring topology will continually monitor DS1, DS3, STS-1, OC-3 and/or OC-12 service quality, detect any failure within the system, and automatically self-heal around a point of failure to ensure the flow of DS1, DS3, STS-1, OC-3, and/or OC-12 Services between locations within the network. (N)
2. SMARTRing® service (a.k.a. BellSouth Dedicated Ring) is available at OC-1, OC-3, OC-3+ OC-12, OC-48 and OC-48+ capacities. (N)
3. OC-1 SMARTRing® service (a.k.a. BellSouth Dedicated Ring) is available only in Overlay Ring Arrangements riding the customer's host OC-12, OC-48, or OC-48+ SMARTRing® service (a.k.a. BelSouth Dedicated Ring). The OC-1 SMARTRing® service (a.k.a. BellSouth Dedicated Ring) shares the transport of its host SMARTRing® service (a.k.a. BellSouth Dedicated Ring). OC-1 SMARTRing® service (a.k.a. BellSouth Dedicated Ring) provides an equivalent capacity of 28 DS1s or one STS-1. When an OC-1 SMARTRing® service (a.k.a. BellSouth Dedicated Ring) overlays an OC-12, OC-48, or OC-48+ SMARTRing® service (a.k.a. BellSouth Dedicated Ring), an OC-1 channel interface is required. (N)
4. OC-3 SMARTRing® service (a.k.a. BellSouth Dedicated Ring) is available as an individual service or in an Overlay Ring Arrangement riding the customer's host OC-12, OC-48, or OC-48+ SMARTRing® service (a.k.a. BellSouth Dedicated Ring). OC-3 SMARTRing® service (a.k.a. BellSouth Dedicated Ring) provides an equivalent capacity of 3 DS3s, or any combination thereof not to exceed an OC-3 capacity. (N)

   Channel Interface Reallocation allows the customer to reallocate STS-1, DS3 and/or DS1 capacities to OC-3 nodes subsequent to the initial configuration of an OC03 ring.
5. OC-3+ SMARTRing® service (a.k.a. BellSouth Dedicated Ring) is available as an individual service, or in combination with OC-12 SMARTRing® service (a.k.a. BelSouth Dedicated Ring), or in an Overlay Ring Arrangement riding the customer's host OC-48 SMARTRing® service (a.k.a. BellSouth Dedicated Ring). OC-3+ SMARTRing® service (a.k.a. BellSouth Dedicated Ring) provides an equivalent OC-3 capacity, not to exceed 3 DS3s at each node, with a maximum ring capacity of 12 DS3s, not to exceed an OC-12 ring capacity. (N)
6. When a customer orders OC-3+ SMARTRing® service (a.k.a. BellSouth Dedicated Ring) in combination with OC-12 SMARTRing® service (a.k.a. BellSouth Dedicated Ring), capacity and channel interface availability at each Customer Node and Central Office Node location is determined by the size node ordered by the customer. (N)
7. OC-12 SMARTRing® service (a.k.a. BellSouth Dedicated Ring) is available as an individual service, or in combination with OC-3+ SMARTRing® service (a.k.a. BellSouth Dedicated Ring), or in an Overlay Ring Arrangement riding the customer's host OC-48 SMARTRing® service (a.k.a. BellSouth Dedicated Ring). OC-12 SMARTRing® service (a.k.a. BellSouth Dedicated Ring) provides an equivalent capacity of 12 DS3s. (N)
8. OC-48 SMARTRing® service (a.k.a. BellSouth Dedicated Ring) is available as an individual service, or with overlaying rings in capacities of OC-1, OC-3, OC-3+ and/or OC-12. OC-48 SMARTRing® service (a.k.a. BellSouth Dedicated Ring) provides an equivalent capacity of 48 DS3s. (N)
9. OC-48+ SMARTRing® service (a.k.a. BellSouth Dedicated Ring) is available as an individual bi-directional service, or with overlaying rings in capacities of OC-1, and/or OC-3. It provides equivalent capacity of 24 DS3s between consecutive node locations on the ring. The maximum capacity of the OC-48+ SMARTRing® service (a.k.a. BellSouth Dedicated Ring) is determined by the number of Customer and Central Office nodes on the ring. (N)

(M)

Material previously appearing on this page now appears on page(s) 22 of this section.

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Varner 2

E7. SPECIAL ACCESS (A.K.A. BELLSOUTH SPA) SERVICE (N)

E7.2 Service Descriptions (Cont'd) (N)

E7.2.16 SMARTRing® service (a.k.a. BellSouth Dedicated Ring) (Cont'd) (N)

A. Self-healing Multi-nodal Alternate Route Topology Ring (Cont'd) (N)

10. SMARTRing service (a.k.a. BellSouth Dedicated Ring) Channel Interfaces are available as follows: (N)

	Nodes						(N)
Channel Interfaces	OC-1	OC-3	OC-3+	OC-12	OC-48	OC-48+	(N)
DS1	Yes	Yes	Yes	No[1]	No[1]	No[1]	(N)
DS3	No	Yes	Yes	Yes	Yes	Yes	(N)
STS-1	Yes	Yes	Yes	Yes	Yes	Yes	(N)
OC-1[2]	No	No	No	Yes	Yes	Yes	(N)
OC-3	No	No	No	Yes	Yes	Yes	(N)
OC-12	No	No	No	No	Yes	No	(N)
28 DS1 Channel System (DS3)	No	Yes	Yes	Yes	Yes	Yes	(N)
28 DS1 Channel System (STS-1)	No	Yes	Yes	Yes	Yes	Yes	(N)

11. SMARTRing service (a.k.a. BellSouth Dedicated Ring) Overlay Ring Arrangements are available as follows: (N)

Overlaying SMARTRing® service (a.k.a. BellSouth Dedicated Ring)	Host SMARTRing® service (a.k.a. BellSouth Dedicated Ring)			(N)
	OC-12	OC-48	OC-48+	(N)
OC-1	X	X	X	(N)
OC-3	X	X	X	(N)
OC-3+		X		(N)
OC-12		X		(N)

12. SMARTRing service (a.k.a. BellSouth Dedicated Ring) is connectible at Telephone Company Central Offices to any 44.736 Mbps and/or 1.544 Mbps services as provided in Section E7. of this Tariff. Rates and charges for such other services are as set forth in the applicable sections of this tariff for such other services. (N)

13. Shared Network Arrangements will not be provided with SMARTRing service (a.k.a. BellSouth Dedicated Ring) at the ring level. Shared Network Arrangements as defined in E2.6 preceding apply to DS1 channel interfaces only. (N)

The customer must provide suitable floor space, controlled environment, and source of non-switched suitable power to support this service. (N)

14. Where the customer provides two separate entrance facility cable routes for SMARTRing service (a.k.a. BellSouth Dedicated Ring), the primary and alternate entrance facilities will be separate and will enter the customer node over such different routes. When the customer requests a connection at a Customer Node via two local channels and Telephone Company facilities do not exist for the second Local Channel, the Telephone Company may provide an equivalent second Local Channel via an existing alternate route. When facilities become available for the second Local Channel, the Telephone Company may rearrange the alternate route at any time. (N)

B. Technical Specifications Packages (N)

1. The compatibility requirements, technical specifications, and generic requirements for SMARTRing service (a.k.a. Bellsouth Dedicated Ring) terminated at the customers designated locations are referenced in Technical Reference ANSI T1.404-1994, ANSI T1.403-1989 and ANSI T1.105-1991. (N)

2. DS3 interface combinations and technical specifications are referenced in Bellcore TR-INS-000342. (N)

3. DS1 interface combinations and technical specifications are referenced in Bellcore TR-NPL-000054. (N)

4. STS-1, OC-1, OC-3, and OC-12 interface combinations and technical specifications are referenced in BellSouth Telecommunications, Inc. Technical Reference TR-73582. (N)

5. These self-healing multi-nodal DS3 high capacity (a.k.a. BellSouth SPA DS3) service channels have a long term performance objective of 99.5 percent error-free seconds and a severely errored second (SES) objective of less than 0.009 percent SES when the circuit is available. Self-healing multi-nodal DS1 high capacity (a.k.a. BellSouth SPA DS1) service channels have a long term performance objective of 99.95 percent error-free seconds. (N)

Note 1: DS1 interfaces are available via OC-1, OC-3, and OC-3+ Overlay Ring Arrangements or 28 DS1 Channel Systems only.

Note 2: OC-1 interfaces are only available for use with OC-1 Overlay Ring Arrangements.

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E7. SPECIAL ACCESS (A.K.A. BELLSOUTH SPA) SERVICE

E7.4 Rate Regulations (Cont'd)

E7.4.12 FlexServ® Service (a.k.a. BellSouth SPA Customer Reconfiguration) (Cont'd)

B. Application of Rates (Cont'd)

2. FlexServ® service (a.k.a. BellSouth SPA Customer Reconfiguration) Options

a. Additional Concurrent User Access

For each Additional Concurrent User Access a nonrecurring charge and a recurring monthly rate applies.

b. Additional User Identification Codes

A nonrecurring charge applies for each additional ID requested.

c. Additional Customer Training

Any additional training will incur a nonrecurring charge for each eight (8) hour day of training.

d. Multipoint Bridging

Multipoint Bridging (DMB)

There will be a nonrecurring charge and a monthly rate for each DS0 or equivalent that is equipped with this capability.

Multipoint Junction Unit

A nonrecurring charge and a monthly rate applies for each DS0 or equivalent that is equipped with this capability. This option must be purchased in groups of five because a unit has the capacity of five DS0 or equivalent channel connections.

e. Subrate Reconfiguration

There will be a nonrecurring charge for each DS0 equipped DS0B and a nonrecurring charge and a monthly rate will apply for each set of DS0As. The DS0A rates apply in sets of five for 9.6 Kbps, in sets of ten for 4.8 Kbps, and in sets of twenty for 2.4 Kbps.

f. Reconfigurations by the Company Personnel

A nonrecurring charge is applicable on each occasion, when the customer requests Company personnel to perform a reconfiguration or a series of reconfigurations in order to set up point-to-point or multipoint connections, to provide a status report or to establish a conference.

E7.4.13 Derived Data Channel (DDCS) (a.k.a. BellSouth SPA Derived Data Channel) Service

A. Application of Rates

The derived data channel charges provide the central office data/voice multiplexing capability. The customer must also subscribe to a compatible two-wire local exchange line (e.g., business exchange line, ESSX® service main station line). This two-wire exchange line charge and its associated rates and charges are in addition to the derived data channel rates and charges.

The DS0-B interface charge is applicable for each group of a maximum of twenty multiplexed derived data channels. Each of the twenty channels in a DS0-B interface channel group operates at a bit rate of 2.4 Kbps. The interoffice channel is required when the customer's serving wire center and the serving wire center of the customer's terminating premises are not the same.

E7.4.14 SMARTRing® Service (a.k.a. BellSouth Dedicated Ring) (M)(N)

A. Self-healing Multi-nodal Alternate Route Topology Ring (N)

1. Monthly rates and charges as specified in E7.5.18 following apply for each SMARTRing® service (a.k.a. BellSouth Dedicated Ring). Customers must specify network capacity at the time of the initial order. In an Overlay Ring Arrangement where a customer's overlaying SMARTRing service (a.k.a. Bellsouth Dedicated Ring) rides the customer's host SMARTRing® service (a.k.a. BellSouth Dedicated Ring), the overlay ring will share the transport of the host ring between common node locations. Rate categories at OC-3, OC-3+, OC-12, OC-24, OC-48 and OC-48+ capacity levels include Customer Nodes, Central Office Nodes, Local Channels, Alternate Central Office Channels, Interoffice Channels and Internodal Channels. OC-24 SMARTRing® service (a.k.a. BellSouth Dedicated Ring) is only available to existing CSPP customers or under month-to-month arrangements. Rate categories for OC-1 SMARTRing® service (a.k.a. BellSouth Dedicated Ring) include Customer Nodes and Central Office Nodes. Channel Interfaces are required at each node on the network and must be associated with a SMARTRing® service (a.k.a. BellSouth Dedicated Ring). An OC-1 Overlay Ring Arrangement requires an OC-1 Channel Interface at each node involved. An OC-3 Overlay Ring Arrangement requires an OC-3 Channel Interface at each node involved. An OC-3+ or OC-12 Overlay Ring Arrangement requires an OC-12 Channel Interface at each node involved. In Overlay Ring Arrangements, the customer (N)

Material appearing on this page previously appeared on page(s) 33.4 of this section.

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E7. SPECIAL ACCESS (A.K.A. BELLSOUTH SPA) SERVICE (N)

E7.4 Rate Regulations (Cont'd) (N)

E7.4.14 SMARTRing® Service (a.k.a. BellSouth Dedicated Ring) (Cont'd) (N)

A. Self-healing Multi-nodal Alternate Route Topology Ring (Cont'd) (N)

1. (Cont'd) (N)

must order a Channel Interface for each entry to or exit from the host ring. In all other situations, the number of Channel Interfaces ordered will depend on whether the customer desires a working interface, or a working interface and a protection interface. The quantity of channel interfaces ordered may not exceed the capacity ordered. When a 28 DS1 Channel System is utilized to activate DS1 channels, the appropriate number of DS1 Channel Interfaces are required in lieu of an originating or terminating DS3 or STS-1 Channel Interface. (N)

2. Nonrecurring charges for Local, Alternate Central Office, Interoffice and Internodal Channels apply for each channel for month-to-month customers. Nonrecurring charges are not applicable when the ring level rate elements and channel interfaces are ordered under TPP arrangements. SMARTRing® service (a.k.a. BellSouth Dedicated Ring) ring level rate elements are defined as following: Local Channel, Interoffice Channel, Internodal Channel, Alternate Central Office Channel, Customer Node and Central Office Node. Nonrecurring charges do apply for the Channel Interface Reallocation rate element and the SMARTRing® service (a.k.a. BellSouth Dedicated Ring) rearrangement rate elements (Surveillance and Reconfiguration) for CSPP and TPP customers. When the customer requests two separate routes and the routing is provided as described in E7.2.16.A preceding, charges apply for the Local Channels and any Interoffice Channels on the requested route. Recurring charges for Local, Alternate Central Office, Interoffice and Internodal Channels apply for each quarter air mile increment of the channel. Fractions of a quarter mile will always round up to the next quarter air mile before determining the mileage and applying the rate. For channels which are less than one quarter mile, a minimum charge of one quarter mile applies. (N)

3. For Internodal Channels, charges apply as appropriate either for the same wire center area or contiguous serving wire center areas, as specified in E7.5 18.A.4. (N)

4. Nonrecurring charges for Customer Nodes and Central Office Nodes apply per node for month-to-month customers and are based upon the capacity of the ring configuration. Nonrecurring charges are not applicable when the preceding rate elements are ordered under TPP arrangements. Recurring rates for Customer and Central Office Nodes apply per node and are also based upon the capacity of the ring configuration. (N)

5. When the customer orders an OC-1 SMARTRing® service (a.k.a. BellSouth Dedicated Ring) Overlay Ring Arrangement riding the customer's host OC-12, OC-48, or OC-48+ SMARTRing® service (a.k.a. BellSouth Dedicated Ring), recurring charges apply per OC-1 Customer Node and/or OC-1 Central Office Node, in addition to the recurring and nonrecurring charges for associated Channel Interfaces. (N)

6. When the customer orders an OC-3 SMARTRing® service (a.k.a. BellSouth Dedicated Ring) service Overlay Ring Arrangement riding the customer's host OC-12, OC-48, or OC-48+ SMARTRing® service (a.k.a. BellSouth Dedicated Ring), recurring charges apply per OC-3 Customer Node and/or OC-3 Central Office Node, in addition to the recurring and nonrecurring charges for associated Channel Interfaces. Nonrecurring charges only apply for month-to-month customers. (N)

7. When the customer orders an OC-3+ or OC-12 Overlay Ring Arrangement riding the customer's host OC-48 SMARTRing® service (a.k.a. BellSouth Dedicated Ring), recurring charges apply per OC-3+ and/or OC-12 Customer Node and/or per OC-3+ and/or OC-12 Central Office Node, in addition to the charges for associated Channel Interfaces. Nonrecurring charges only apply for month-to-month customers. (N)

8. In all Overlay Ring Arrangements, the number of OC-1, OC-3, and/or OC-12 Channel Interfaces required will be based upon the characteristics of the overlaying ring. (N)

9. The rates for Customer Channel Interfaces apply for each origination and for each termination of an activated DS1, DS3, STS-1, OC-3, and/or OC-12 at the Customer Node. For interfaces ordered on a month-to-month basis the nonrecurring charge applies per interface. For interfaces ordered under CSPP, nonrecurring charges are established on a per order basis for the first DS1, DS3, STS-1, OC-3 and/or OC-12 which originates or terminates at a Customer Node and for each additional DS1, DS3, STS-1, OC-3, and/or OC-12 which originates or terminates at the same Customer Node. For interfaces ordered under TPP, there are no nonrecurring charges associated with the installation. The recurring rate applies on a per Customer Node basis for each origination and for each termination of an activated DS3 and/or DS1 at a Customer Node. (N)

10. In addition, OC-12 and or OC-48 customers with DS3 and/or STS-1 interfaces at the Customer Node electing to connect with DS1 services at a Central Office Node, must obtain a 28 DS1 Channel System and the appropriate number of DS1 Channel Interfaces in lieu of a DS3 or STS-1 Channel Interface. A maximum of 28 DS1 Channel Interfaces can be activated for each 28 DS1 Channel System utilized. For service ordered under CSPP, nonrecurring charges are established on a per order basis for the first 28 DS1 Channel System and for each additional 28 DS1 Channel System at that same Central Office Node. Nonrecurring charges are also established for the first DS1 Channel Interface which (N)

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E7. SPECIAL ACCESS (A.K.A. BELLSOUTH SPA) SERVICE (N)

E7.4 Rate Regulations (Cont'd) (N)

E7.4.14 SMARTRing® Service (a.k.a. BellSouth Dedicated Ring) (Cont'd) (N)

A. Self-healing Multi-nodal Alternate Route Topology Ring (Cont'd) (N)

10. (Cont'd) (N)

originates/terminates in a 28 DS1 Channel System and each additional DS1 Channel Interface which originates/terminates in that same DS1 Channel System. For DS1 Channel Systems ordered under TPP, nonrecurring charges do not apply. For DS1 Channel Systems ordered on a month-to-month basis, nonrecurring charges apply. The recurring rate applies for each 28 DS1 Channel System and each DS1 Channel Interface activated per Central Office Node. (N)

11. A nonrecurring charge applies for SMARTRing® service (a.k.a. BellSouth Dedicated Ring) Surveillance, one for each Customer Node and each Central Office Node, per SMARTRing® service (a.k.a. BellSouth Dedicated Ring) rearranged. A nonrecurring charge applies for Reconfiguration, one per reconfiguration of each STS-1 group at each node where such reconfiguration capability is desired. These rate elements apply when the Customer adds FlexServ® service (a.k.a. BellSouth SPA Customer Reconfiguration) to an existing SMARTRing® service (a.k.a. BellSouth Dedicated Ring) as set forth in E7.2.16.A preceding. (N)

12. For CSPP customers, first and additional nonrecurring charges will be applied when ordering the same rate element between the same locations with the same installation date. First and additional nonrecurring changes are not applicable under TPP arrangements. (N)

13. SMARTRing® service (a.k.a. BellSouth Dedicated Ring) purchased prior to August 23, 1996, is available under several CSPP arrangements: Plan A (24-48 Months), Plan B (49-72 Months) or Plan C (73-96 Months). Renewals of existing SMARTRing® service (a.k.a. BellSouth Dedicated Ring) or purchases of new SMARTRing® service (a.k.a. BellSouth Dedicated Ring) on or after August 23, 1996, will only be available under TPP arrangements. In order to accommodate more flexible customer situations, SMARTRing® service (a.k.a. BellSouth Dedicated Ring) is available under several TPP arrangements: Plan A (12-36 Months), Plan B (37-60 Months) or Plan C (61-96 Months). Month-to-month arrangements (with a minimum of four months) are available for SMARTRing® service (a.k.a. BellSouth Dedicated Ring). (N)

14. CSPP and TPP arrangements are provided under the terms and conditions specified in E2.4.9 preceding, except as modified following. For all payment plans, the following regulations apply: (N)

    a. SMARTRing® service (a.k.a. BellSouth Dedicated Ring), whether initially or subsequently ordered in conjunction with BellSouth Dedicated Ring, must be provided under the same TPP payment plan with the same service period and both services are to be coterminous. (N)

    b. All rate elements, for a given SMARTRing® service (a.k.a. BellSouth Dedicated Ring), whether initially or subsequently ordered, must be provided under the same payment plan with the same service period and are coterminous upon disconnect of the SMARTRing® service (a.k.a. BellSouth Dedicated Ring). However, Channel Interfaces, except those utilized to interface an overlaying ring with its host ring, may be provided under a month-to-month arrangement which is equal to or less than the payment plan for the associated SMARTRing® service (a.k.a. BellSouth Dedicated Ring). Customers with Channel Interfaces provided under a CSPP payment period which began prior to August 22, 1994, may convert those Channel Interfaces to a month-to-month or payment plan arrangement which is equal to or less than the payment plan for the associated SMARTRing® service (a.k.a. BellSouth Dedicated Ring), at the current rates and charges. (N)

    c. In a shared network arrangement, where the host subscriber and the connecting service user subscribes to services under CSPP or TPP arrangements, the payment periods for directly associated channelized rate elements must be equal to or less than the payment periods for the host service, or the service user must order those rate elements under month-to-month payment terms. Where the host subscriber receives services under month-to-month payment terms, a connecting user must also receive directly associated channelized rate elements under month-to-month payment terms. (N)

15. The rates applicable to a month-to-month payment plan are subject to Telephone Company initiated charges. (N)

16. For CSPP customers, a termination liability charge will be applicable if services are disconnected prior to the end of the chosen service period. The applicable charge is equal to the number of months remaining in the rate stabilized service period times 60 percent of the monthly rates for SMARTRing® service (a.k.a. BellSouth Dedicated Ring) which includes all Nodes, Channel Interfaces, Local Channels, Alternate Central Office Channels, Internodal Channels and/or Interoffice Channels provided under the CSPP arrangement. (N)

    Termination liability charges for SMARTRing® service (a.k.a. BellSouth Dedicated Ring) TPP customers are applicable as specified in E2.4.9.C preceding.

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E7. SPECIAL ACCESS (A.K.A. BELLSOUTH SPA) SERVICE (N)

E7.4 Rate Regulations (Cont'd) (N)

E7.4.14 SMARTRing® service (a.k.a. BellSouth Dedicated Ring) (Cont'd) (N)

A. Self-healing Multi-nodal Alternate Route Topology Ring (Cont'd) (N)

17. When a service period under an existing CSPP or TPP arrangement is completed and a customer elects to revert to a month-to-month payment option, no minimum period is applicable. (N)

18. The TPP customer of record will have a 60 day grace period after which month-to-month rates will apply. (N)

19. Customers may upgrade from a lower capacity SMARTRing® service (a.k.a. BellSouth Dedicated Ring) to a higher capacity SMARTRing® service (a.k.a. BellSouth Dedicated Ring) without incurring any termination charges if the following conditions are met: (N)

    a. the order for the upgraded SMARTRing® service (a.k.a. BellSouth Dedicated Ring) and the order for the disconnect of the existing SMARTRing® service (a.k.a. BellSouth Dedicated Ring) are received by the Telephone Company at the same time, (N)

    b. the new SMARTRing® service (a.k.a. BellSouth Dedicated Ring) is provided between the same customer and Central Office locations as the discontinued SMARTRing® service (a.k.a. BellSouth Dedicated Ring), (N)

    c. the number of Channel Interfaces activated under the new capacity SMARTRing® service (a.k.a. BellSouth Dedicated Ring) is greater than the number of Channel Interfaces activated under the existing capacity SMARTRing® service (a.k.a. BellSouth Dedicated Ring). (N)

    d. the expiration date of the new SMARTRing® service (a.k.a. BellSouth Dedicated Ring) payment plan is subsequent to the payment plan of the ring being discontinued. (N)

20. Customers may also upgrade existing SMARTRing® service (a.k.a. BellSouth Dedicated Ring) to a new SMARTRing® service (a.k.a. BellSouth Dedicated Ring) of the same capacity without incurring a termination liability charge, if the customer is concurrently ordering a new capability which cannot be provisioned with the existing SMARTRing® service (a.k.a. BellSouth Dedicated Ring) and if the conditions set forth in 19. preceding are met. (N)

21. Ring level billing is defined as billing for the following rate elements: Local Channel, Interoffice Channel, Internodal Channel Alternate Central Office Channel, Customer Node and Central Office Node. Billing for Customer Channel Interfaces and Central Office Channel Interfaces recurring and nonrecurring charges will be effective upon activation to the SMARTRing® service (a.k.a. BellSouth Dedicated Ring). (N)

22. If the Service Establishment Date extends beyond one year from the customer's order date due to Telephone Company reasons, the preceding conversion provisions apply. If the Service Establishment Date extends beyond one year from the customer's order date for other reasons, the preceding conversion provisions do not apply and billing for all recurring and nonrecurring charges will be effective with the Service Establishment Date. (N)

E7. DEDICATED ACCESS SERVICES (N)

E7.5 Rates and Charges (Cont'd) (N)

E7.5.18 SmartRing® service (a.k.a BellSouth Dedicated Ring) (N)

A. Self-healing Multi-nodal Alternate Route Topology Ring - Month-to-Month (N)

1. Local Channel (All capacities except OC-1) (N)

		Month-to-Month	Nonrecurring Charge	USOC	
(a)	Per Local Channel	-	$405.00	1HVXX	(N)
(b)	Per Quarter Air Mile	$95.00	-	1HVXX	(N)

2. Alternate Central Office (All capacities except OC-1) (N)

(a)	Per Alternate C.O. Channel	-	470.00	1HAXX	(N)
(b)	Per Quarter Air Mile	1,500.00	-	1HAXX	(N)

3. Interoffice Channel (All capacities except OC-1) (N)

(a)	Per Channel	-	160.00	1HXFX	(N)
(b)	Fixed, OC-3 Capacity	50.00	-	1HXFX	(N)
(c)	Fixed, OC-3+, OC-12, OC-48 or OC-48+ Capacity	175.00	-	1HXFX	(N)
(d)	Per Quarter Air Mile, OC-3 Capacity	45.00	-	1HXFX	(N)
(e)	Per Quarter Air Mile, OC-3+, OC-12, OC-48 or OC-48+ Capacity	55.00	-	1HXFX	(N)

4. Intermodal Channel (All capacities except OC-1) (N)

(a)	Per Intermodal Channel, Same Wire Center Area, Per Quarter Air Mile	3,000.00	430.00	1HNXX	(N)
(b)	Per Intermodal Channel, Same Office Park/Campus Environment in Contiguous Serving Wire Center Areas, Per Quarter Air Mile	3,500.00	430.00	1HNZX	(N)

5. Customer Node (Per Customer Node) (N)

(a)	OC-1 Capacity	800.00	425.00	SHNC4	(N)
(b)	OC-3 Capacity	2,200.00	490.00	SHNC3	(N)
(c)	OC-3+ Capacity	3,000.00	490.00	SHNN5	(N)
(d)	OC-12 Capacity	3,400.00	485.00	SHNC1	(N)
(e)	OC-48 Capacity	5,800.00	485.00	SHNN8	(N)
(f)	OC-48+ Capacity	6,500.00	485.00	SHNN9	(N)

6. Customer Channel Interface (Per Customer Node) (N)

(a)	Per DS1	35.00	235.00	SHNBB	(N)
(b)	Per DS3	170.00	105.00	SHNZT	(N)
(c)	Per STS-1	220.00	105.00	SHN13	(N)
(d)	Per OC-1	100.00	115.00	SHN1C	(N)
(e)	Per OC-3, 2-Fiber	240.00	110.00	SHN1D	(N)
(f)	Per OC-3, 4-Fiber	475.00	110.00	SHN15	(N)
(g)	Per OC-12, 2-Fiber	715.00	115.00	SHN1F	(N)
(h)	Per OC-12, 4-Fiber	1,430.00	115.00	SHN19	(N)

7. Central Office Node (Per Central Office Node) (N)

(a)	OC-1 Capacity	600.00	415.00	SHNH4	(N)
(b)	OC-3 Capacity	1,400.00	490.00	SHNH3	(N)
(c)	OC-3+ Capacity	2,500.00	490.00	SHNH5	(N)
(d)	OC-12 Capacity	2,600.00	485.00	SHNH1	(N)
(e)	OC-48 Capacity	5,400.00	485.00	SHNH8	(N)
(f)	OC-48+ Capacity	6,100.00	485.00	SHNH9	(N)

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E7. DEDICATED ACCESS SERVICES (N)

E7.5 Rates and Charges (Cont'd) (N)

E7.5.18 SmartRing® service (a.k.a BellSouth Dedicated Ring) (N)

A. Self-healing Multi-nodal Alternate Route Topology Ring - Month-to-Month (N)

8. Central Office Channel Interface (Per Central Office Node) (N)

		Month-to-Month	Nonrecurring Charge	USOC	
(a)	Per DS1	$35.00	$98.00	SHNCB	(N)
(b)	Per DS3	115.00	150.00	SHNYT	(N)
(c)	Per STS-1	150.00	155.00	SHNO2	(N)
(d)	Per OC-1	100.00	170.00	SHNCC	(N)
(e)	Per OC-3, 2-Fiber	240.00	99.00	SHNCD	(N)
(f)	Per OC-3, 4-Fiber	425.00	99.00	SHNO4	(N)
(g)	Per OC-12, 2-Fiber	640.00	99.00	SHNCF	(N)
(h)	Per OC-12, 4-Fiber	1,280.00	99.00	SHNC9	(N)
(i)	Per 28 DS1 Channel System - DS3	650.00	130.00	SHNW8	(N)
(j)	Per 28 DS1 Channel System - STS-1	750.00	130.00	SHNCS	(N)
(k)	Per DS1 on 28 DS1 Channel System - DS3	12.00	125.00	SHNCA	(N)
(l)	Per DS1 on 28 DS1 Channel System - STS-1	40.00	81.00	SHNCG	(N)

B. Self-healing Multi-nodal Alternate Route Topology Ring - Transport Payment Plan (N)

1. Local Channel (All capacities except OC-1) (N)

		Per Month Rates				
		A 12-36 Months	B 37-60 Months	C 61-96 Months	USOC	(N)
(a)	Per Quarter Air Mile	$85.00	$75.00	$70.00	1HVXX	(N)

2. Alternate Central Office (All capacities except OC-1) (N)

(a)	Per Quarter Air Mile	400.00	250.00	200.00	1HAXX	(N)

3. Interoffice Channel (All capacities except OC-1) (N)

(a)	Fixed, OC-3 Capacity	40.00	35.00	30.00	1HXFX	(N)
(b)	Fixed, OC-3+, OC-12, OC-48 or OC-48+ Capacity	155.00	140.00	130.00	1HXFX	(N)
(c)	Per Quarter Air Mile, OC-3 Capacity	35.00	25.00	20.00	1HXFX	(N)
(d)	Per Quarter Air Mile, OC-3+, OC-12, OC-48 or OC-48+ Capacity	40.00	33.00	25.00	1HXFX	(N)

4. Internodal Channel (All capacities except OC-1) (N)

(a)	Per Internodal Channel, Same Wire Center Area, Per Quarter Air Mile	690.00	415.00	345.00	1HNXX	(N)
(b)	Per Internodal Channel, Same Office Park/Campus Environment in Contiguous Serving Wire Center Areas, Per Quarter Air Mile	780.00	465.00	390.00	1HNZX	(N)

5. Customer Node (Per Customer Node) (N)

(a)	OC-1 Capacity	400.00	350.00	300.00	SHNC4	(N)
(b)	OC-3 Capacity	1,100.00	1,000.00	900.00	SHNC3	(N)
(c)	OC-3+ Capacity	2,050.00	1,750.00	1,500.00	SHNN5	(N)
(d)	OC-12 Capacity	2,200.00	2,000.00	1,750.00	SHNC1	(N)
(e)	OC-48 Capacity	4,900.00	4,500.00	3,900.00	SHNN8	(N)
(f)	OC-48+ Capacity	4,900.00	4,500.00	3,900.00	SHNN9	(N)

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SOUTHERN BELL TELEPHONE
AND TELEGRAPH COMPANY
GEORGIA
ISSUED: October 1, 1986
BY: President - Georgia
Atlanta, Georgia

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A5. CHARGES APPLICABLE UNDER SPECIAL CONDITIONS

CONTENTS

A5.1	**Construction Charges**	1
A5.1.1	Application	1
A5.1.2	General	1
A5.1.3	Construction on Public Highways or Other Easements	1
A5.1.4	Construction on Private Property	2
A5.1.5	Minimum Revenue Guarantee and Extended Service Period	3
A5.1.6	Underground Service Entrances	3
A5.1.7	Special Types of Construction	3
A5.1.8	Rearrangement of Existing Plant	3
A5.1.9	Construction Required for Temporary Service	4
A5.2	**Rural Line Service Construction**	4
A5.2.1	Rural Line Service	4
A5.3	**Charges for Unusual Installations**	5
A5.3.1	(DELETED)	5 (D)
A5.3.2	Special Types of Installation	5
A5.3.3	Temporary Installation	6
A5.4	**Special Service Arrangements**	6
A5.4.1	General	6
A5.4.2	Reserved for Future Use	6
A5.5	**Reserved for Future Use**	6
A5.6	**Contract Service Arrangements**	6
A5.6.1	General	6

Issued by authority of an Order of the Georgia Public Service Commission, Docket No. 3

OFFICIAL APPROVED VERSION, RELEASED BY BSTHQ

A5. CHARGES APPLICABLE UNDER SPECIAL CONDITIONS

A5.1 Construction Charges

A5.1.1 Application

The provisions of A5.1 and its subparagraphs relate to other than Rural Line Service Construction which is provided for in A5.2.

A5.1.2 General

A. Construction charges are applicable under certain conditions as hereinafter set forth and are in addition to other charges specified in this Tariff.

B. Construction charges are payable upon application for service or when billing is rendered as the Company, at its option, may require.

C. Construction performed by the applicant, where authorized in this Tariff, is subject to the approval of the Company.

D. The word "cost", when used in this section, means the in-plant cost consisting of labor, engineering, materials, supervision and other overhead expenses associated with the construction. Estimated cost will be used; however, where the subscriber requests, actual cost will be used where practicable.

E. Except as otherwise provided herein, the regulations in this Tariff contemplate that the type of construction required to provide the quantity and class of service involved will be determined by the Company. The applicant may be required to pay the additional costs involved where a different type of construction than that proposed by the Company is desired.

F. When attachments are made to poles of other companies in lieu of providing new pole line construction for which construction charges would be applicable under the provisions of this section, the attachment rental charges to the Company for such attachments may be assessed to the applicant(s) in whole or in part as the particular circumstances may warrant.

G. When an applicant is so located that it is necessary to use private right-of-way to furnish service and the Company is unable to obtain the required right-of-way without cost, the applicant may be required to pay the costs incurred in securing, clearing and retaining such right-of-way.

H. (DELETED) (D)

A5.1.3 Construction on Public Highways or Other Easements

A. Pole Line Construction

1. No construction charge is applicable for the provision of new pole line construction on public highways or other easements within the base rate area, or outside the base rate area when such pole line is to be used in serving subscribers in general.

OFFICIAL APPROVED VERSION. RELEASED BY BSTHQ

A5. CHARGES APPLICABLE UNDER SPECIAL CONDITIONS

A5.1 Construction Charges (Cont'd)

A5.1.3 Construction on Public Highways or Other Easements (Cont'd)

A. Pole Line Construction (Cont'd)

2. Except as provided in A5.1.3.A.1., when an applicant for service is located outside the base rate area in territory where new pole line construction is required and the revenue is not expected to be sufficient to insure, within a reasonable time, an adequate return on the necessary investment, the Company will provide new pole line construction to the extent of two poles per subscriber to be served at no construction charge, provided said two poles are to be used for the purpose of carrying central office circuits. Poles in excess of such two poles per subscriber to be served are provided in one of the following methods: (M)

   a. The subscriber may pay the Company the cost of each pole provided. Ownership and maintenance of such poles is vested in the Company. (M)

OFFICIAL APPROVED VERSION, RELEASED BY BSTHQ

A5. CHARGES APPLICABLE UNDER SPECIAL CONDITIONS (N)

A5.1 Construction Charges (Cont'd)

A5.1.3 Construction on Public Highways or Other Easements (Cont'd)

A. Pole Line Construction (Cont'd)

2. (Cont'd)

b. If agreed to in writing by both parties the subscriber, at his own expense, may furnish the portion of pole line and circuits from his station location to an agreed upon point of connection with the Company's system. The subscriber is required to maintain or bear the expense of maintaining his portion of the pole line and circuit and also to bear the expense of installing the station equipment. The station equipment will be maintained by the Company but maintenance expense incurred, because of the inaccessibility of the station or because of disrepair of the subscriber owned portion of the line, shall be borne by the subscriber.

3. Where poles are provided under A5.1.3.A.1. preceding, the Company will furnish and maintain the necessary circuits. Where poles are provided under A5.1.3.A.2.a. preceding, the Company will furnish and maintain the necessary circuits but the subscriber may be required to bear all or a part of the construction cost of the circuits where the revenue is not expected to be sufficient to insure, within a reasonable time, an adequate return on the necessary investment.

B. Buried Construction

Where buried construction is furnished instead of pole line construction, at the expressed desire of the applicant, the principles applicable in A5.1.3.A. preceding are followed and an allowance of 300 feet of buried construction will be made in lieu of the specified pole allowance.

A5.1.4 Construction on Private Property

A. Pole Line Construction

1. No construction charge is made for the provision of new pole line construction on private property, either within or without the base rate area, when such pole line is to be used in serving subscribers in general. Ownership and maintenance of such poles on private property is vested in the Company.

2. Except as provided in A5.1.4.A.1. foregoing and A5.1.4.A.3. following, poles on private property will be furnished by the Company at a charge to the subscriber(s) equal to the cost of each such pole; however, the Company will furnish as many as two poles without charge per subscriber(s) provided that the poles thus furnished are used to carry central office circuits. Ownership and maintenance of such poles is vested in the Company.

a. In lieu of the arrangements specified preceding, the subscriber may, at his own expense, provide all poles on private property necessary to serve him. Ownership and maintenance of such poles on private property is vested in the subscriber.

3. Where for the purpose of furnishing extension lines, it is necessary to lay underground conduit, to trench, or to set poles on the subscriber's premises, the subscriber is required to provide and install such underground conduit, to dig and backfill trenches, and to provide and erect such poles or the Company will perform the work at the subscriber's expense. Where the work is performed by the subscriber, it must be in accordance with the specifications of the Company. In such situations, conduit, trenching, poles or other supporting structure required for central office circuits will be furnished by or at the expense of the subscriber. Thus, ownership and maintenance of all supporting structure on private property is vested in the subscriber.

OFFICIAL APPROVED VERSION, RELEASED BY BSTHQ

A5. CHARGES APPLICABLE UNDER SPECIAL CONDITIONS (N)

A5.1 Construction Charges (Cont'd)

A5.1.4 Construction on Private Property (Cont'd)

A. Pole Line Construction (Cont'd)

4. Where poles are provided inside the base rate area under the provisions described in A5.1.4.A.1. or A5.1.4.A.2. preceding, the Company will furnish and maintain the necessary circuits. In case poles are provided on private property outside the base rate area, the necessary circuits will be furnished and maintained by the Company; however, the subscriber may be required to bear all or a part of the construction cost of the circuits where the revenue is not expected to be sufficient to insure, within a reasonable time, an adequate return on the necessary investment. Where poles or other supporting structure are provided under A5.1.4.A.3. preceding the Company will furnish and maintain the necessary circuits.

B. Buried Construction

Where buried construction is furnished instead of pole line construction, at the expressed desire of the applicant, the principles applicable in A5.1.4.A. above are followed and an allowance of 300 feet of buried construction will be made in lieu of the specified pole allowance.

A5.1.5 Minimum Revenue Guarantee and Extended Service Period

When a substantial number of central office lines are involved in providing local or foreign exchange service, the subscriber may, based upon the circumstances in each case, be required to guarantee a minimum monthly amount of revenue for a period of up to a maximum of ten years with termination charges applicable in case of cancellation prior to the expiration of the service period.

A5.1.6 Underground Service Entrances

A. Underground service entrances may be provided at the subscriber's request as special construction in connection with either existing or new services, in lieu of the usual aerial drop wire.

B. Where the following conditions exist, buried service entrance facilities will be furnished without construction charge:

1. The location of the service is in an area where buried distribution facilities are used by the Company, and
2. Buried service wire or buried cable would normally be provided by the Company for service entrance.

C. Where the conditions in A5.1.6.B. preceding do not exist, buried service entrance will be provided at the applicant's request and he shall be required to pay the additional cost incurred by the Company as set forth in A5.1.7. following, or buried service entrance will be furnished without construction charge where the applicant provides conduit or opens and backfills a trench to specifications of the Company.

A5.1.7 Special Types of Construction

When a special type of construction other than those covered preceding is desired by a subscriber or where the individual requirements of a particular situation make the construction unusually expensive, the subscriber is required to bear the excess cost of such construction. Any special maintenance expense that may from time to time occur will be borne by the subscriber except that maintenance of buried service wire, including associated trenching where required, will be at the expense of the Company.

A5.1.8 Rearrangement of Existing Plant

A. When the Company is requested to move or change existing plant, and no specific charge is quoted in this Tariff, the person at whose request such move or change is made may be required to bear the costs incurred.

A5. CHARGES APPLICABLE UNDER SPECIAL CONDITIONS

A5.1 Construction Charges (Cont'd)

A5.1.8 Rearrangement of Existing Plant (Cont'd)

B. Where by statute, ordinance or other legal requirement, existing aerial facilities are required to be relocated underground, the Company will charge the net cost attributable to such relocation to the local exchange subscribers located within the political subdivision or area affected by such statute, ordinance or other legal requirement.

A5.1.9 Construction Required for Temporary Service

When construction is required for temporary service and there is no immediate prospect of reusing the plant provided, the subscriber may be required to bear all or a portion of the cost of such construction.

A5.2 Rural Line Service Construction

A5.2.1 Rural Line Service

A. Rural line service is a class of ***individual*** line service furnished outside the base rate area in rural communities by means of lines and equipment owned and maintained by the Company. (C)

B. Extensions to existing facilities required for furnishing rural line service will be constructed along public highways and/or private property by the Company under the following conditions with the type of construction, i.e., aerial or buried, to be determined by the Company:

1. An allowance of 2/4 miles air line measurement per applicant will be made for such extensions without the application of construction charges except in those cases where unusual conditions are encountered which in the judgment of the Company would justify a greater or lesser allowance and except as provided in A5.2.1.B.3. following.
2. For the construction in excess of the preceding mentioned allowance a construction charge based on the estimated in-plant cost of the construction required will apply.
3. If the application of the free allowance and construction charge as outlined in A5.2.1.B.1. and A5.2.1.B.2. preceding will not result in the Company receiving an adequate return on the necessary investment, within a reasonable time, a construction charge of an amount which will insure an adequate return on the necessary investment will apply.
4. The rural line applicants will secure and provide, without cost to the Company, the necessary right-of-way required for new facility extensions. These applicants may, also, be required to clear such right-of-way.
5. Ownership and maintenance of the constructed facilities will be vested in the Company.
6. In case an urban class of service is furnished on a rural line project, construction charges will be applicable on the same basis as outlined preceding for rural line service.

C. Construction on existing pole lines, including the necessary circuits, for furnishing rural line service will be provided at no construction charge to the applicants except when the revenue is not expected to be sufficient to insure, within a reasonable time, an adequate return on the necessary investment. In those cases where an adequate return on the necessary investment is not expected, the applicants to be served may be required to pay a part of the estimated cost of such construction.

D. Mileage charges apply in connection with Rural Line service beyond two miles, air line measurement, of the base rate area. (See "Mileage Charges").

EXHIBIT _____

Docket No. 000649-TP

Deposition of David Scollard

Offered by: WorldCom

STIP-DPS-D

FLORIDA PUBLIC SERVICE COMMISSION
DOCKET NO. 000649-TP EXHIBIT NO. 3
COMPANY/ WITNESS: Scollard
DATE: 10-4-00

In The Matter Of:

Petition of MCImetro/BellSouth Arbitration

DAVID SCOLLARD
August 10, 2000

BROWN REPORTING, INC.
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Word Index included with this Min-U-Script®

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In Re: Petition of MCImetro Access Transmission Services, LLC and MCI WORLDCOM Communications, Inc. for Abritration of Certain Terms and Conditions Of Proposed Agreement with BellSouth Telecommunications, Inc. Concerning Interconnection and Resale Under the Telecommunications Act of 1996	) Docket No. 11901-U

DEPOSITION OF

DAVID SCOLLARD

August 10, 2000

9:10 a.m.

675 West Peachtree Street
Atlanta, Georgia

Colleen B. Seidl, RPR, CCR, CCR-B-1113

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Also Present:
Jonathan W. Audu, Florida Public Service Commission, (via telephone)
Wayne D. Knight, Staff Attorney, Florida Public Service Commission, (via telephone)
Michael C. Barrett, Technical Staff, Florida Public Service Commission, (via telephone)

Page 3

(Reporter disclosure made pursuant to Article 8.B. of the Rules and Regulations of the Board of Court Reporting of the Judicial Council of Georgia.)

DAVID SCOLLARD,

having been first duly sworn, was examined and testified as follows:

EXAMINATION

BY MR. WOODS:

Q: Please state your name.

A: David Scollard.

Q: What is your address?

A: 600 North 19th Street, Birmingham, Alabama.

Q: Are you the same David Scollard who filed testimony on behalf of BellSouth in North Carolina and in Georgia in the MCI Metro and WorldCom arbitrations with BellSouth?

A: Yes.

MR. WOODS: I would like those who are attending the deposition by phone to identify themselves, please?

MR. KNIGHT: This is Wayne Knight, staff attorney with the Florida Public Service Commission.

Page 4

MR. BARRETT: Michael Barrett. I'm on technical staff with the Florida Public Service Commission.

MR. WOODS: Thank you. Any others? All right.

Q: (By Mr. Woods) Mr. Scollard, my name is Ken Woods, I'm an attorney for WorldCom. I'll be asking you some questions this morning.

Relative to that testimony, if at any time you do not understand one of my questions, please let me know, and I will rephrase the question. Is that understood?

A: Yes.

Q: All right, thank you.

Also this morning I will use the terms MCI Metro and WorldCom interchangeably in my questions. Regardless of which term I use, will you understand that those terms refer to the party that is contracting with BellSouth as part of these arbitrations?

A: Yes.

Q: All right. Thank you.

Have you filed any testimony within the last year in any other arbitrations on behalf of BellSouth?

Page 5

A: Yes, I have.

Q: And where have you filed that testimony?

A: I really don't recall exactly which states. The AT&T arbitrations that are going on at least in North Carolina and Georgia so far.

Q: Do you recall any other arbitrations?

A: Not off the top of my head right now, no.

Q: Did the testimony that you filed in North Carolina and Georgia concern the same issues for which you filed testimony in the MCI Metro and WorldCom arbitrations with BellSouth?

A: There was one common issue.

Q: Which issue was that?

A: It was an issue on time limitations on billing.

Q: Thank you. I want to go issue by issue through your testimony. So we will start with Issue 43. Can you tell me what your understanding of ANI is?

A: ANI is a field that's provided in switch signaling to indicate a number to which a caller should be billed.

Q: Does that field for ANI have a certain number of digits?

A: I believe it has a certain number. I

Page 6

don't know exactly how many, but I know there's a finite number of digits, yes.

Q: And is ANI commonly referred to as the telephone number of a called party?

A: No.

Q: What's the difference between ANI and the telephone number of the person who is — excuse me — the telephone number of the calling party?

A: Not always it's not the same.

Q: What is the difference?

A: In a number of cases a telephone number can reside behind another facility, such as a PBX, and the customer may select a billing number, if you will, to actually be populated in the ANI field. For example, it may be a main account number for that PBX.

Q: Can you tell me what your understanding of CPN is?

A: Yes. CPN is information that goes in — I believe the actual field name and the signaling is CPNI, I believe. It actually represents the station number placing a call.

Q: And is there a difference between CPN and ANI?

A: Yes.

Page 7

Q: What is that difference?
A: Well, again, the CPN information in the CPNI field represents the station that is placing the call. The ANI is the information on which number is to be billed for that call.
Q: Thank you. Can you tell me what your understanding of BTN is?
A: BTN has a lot of different meanings. In some publications ANI and BTN are one in the same. There are other — for example, in our retail business, BTN is actually a level of aggregation of customer information. So BTN has a number of different meanings.
Q: What does BTN stand for?
A: Billing Telephone Number.
Q: For calls that originate on BellSouth's network, will BellSouth transmit the entire telephone number?
A: Could you define transmit for me, please?
Q: Okay. If BellSouth is the originating carrier in an instance of a phone call and let's say WorldCom is the receiving carrier, just to make it very simple, will BellSouth transmit the information concerning the entire telephone number, that is to say all ten digits, to WorldCom?

Page 8

A: I don't know how to answer your question. My understanding of this issue doesn't involve information that is signaled, if you will, when a call is being placed. My understanding of the issue is that MCI was asking for certain pieces of information on call detailed records that are provided to MCI for certain calls. How those signals are transmitted I don't know, you would have to ask a network person that.
Q: But for the information that would be transmitted for billing purposes, that's the subject area that you're familiar with?
A: Not transmitted in a switch signal. What I'm familiar with is what is recorded in the switch itself and how does that information find its way to industry standard records that are provided to carriers after the fact basically, after the call is placed.
Q: All right. For a telephone call that originates on the BellSouth network and is received by it by WorldCom, what information then would BellSouth record and convey to WorldCom about that number?
A: Generally nothing on a billing record. The originating record we would use in our retail billing to support our retail customers. MCI then would record on a terminating basis their own switch recording for use in that billing, whoever they need to bill, BellSouth Reciprocal Comp or Access, one of the two.

Page 9

If that call originates from an MCI end user on our switch, for example, resale or unbundled network elements, then MCI would receive the same information we get out of the switch and the usage products that we have negotiated as part of, I think it's Attachment 8.
Q: If a call does not originate on the BellSouth network and BellSouth is an intermediate carrier or an interLATA — intraLATA toll carrier, what information concerning that call is conveyed or transmitted to WorldCom?
A: Again we have to distinguish between two aspects of it. If you're talking about what is signaled to MCI during the call, I can't answer that.
In those cases where BellSouth is the recording company for that call and we provide MCI with a record of that call, then we will provide the ANI if it's signaled to us or we will provide the other information the originating carrier has provided us.

Page 10

Q: Is it your understanding that the dispute between the parties as concerns Issue 43 relates to calls for which BellSouth is acting in a capacity other than as an originating carrier?
A: Yes, and specifically in those cases where we will provide a usage record for particular calls to MCI.
Q: And with respect to that situation where BellSouth is not the originating carrier, are there instances in which BellSouth has not recorded the entire telephone number for that traffic?
A: Which telephone number are you referring to?
Q: Of the calling party?
A: That's true. BellSouth never records the CPN in its switch recording.
Q: It never records that?
A: No. Switches are not designed to record CPN.
Q: Are there any agreements that BellSouth has entered into with other carriers that would limit or prohibit the recording of the telephone number in that instance?
A: Could you ask that one more time?
Q: Sure. In the instance where BellSouth is

Page 11

not originating the call, someone else is, and the call is conveyed to BellSouth, are there any agreements that limit or prohibit the recording of the entire telephone number for that traffic?

A: If you mean CPN in this case, I don't believe it's ever limited per the contract; it's limited based on the industry standards of what's recorded. I don't know of any contract where it's spelled out in any detail at all.

Q: What are those industry standards to which you refer?

A: It is the standards to which the switch vendor is billed, the software to record different call.

Q: Are those standards written?

A: I believe they are, yes.

Q: Do they have a name?

A: I don't know.

Q: Is there any reference book or handbook or any other documentation that one could refer to to find those standards?

A: I would assume there are. I just don't know what that's called or what publication it is.

Q: How do you know that those standards exist?

Page 12

A: Well, I know there are volumes of standards on, you know, what kinds of records come out on different kinds of calls. I just don't know exactly what the title is.

Q: Do those standards concern the recording of the ANI information?

A: I believe that's described in there, yes.

Q: What do those standards say or what do they reference with respect to ANI?

A: I believe they reference the cases in which ANI win signal will be recorded or, in the alternative, if it's not signaled, what types of information will be provided in call records.

Q: If ANI is not signaled, what information then is to be recorded?

A: On calls that BellSouth is the intermediary for, there is a telephone number, if you will, for information provisioned against each trunk that is recorded in lieu of the ANI that is not signaled. That information could be an NPA-NXX, that six digits of information that represents the code that is owned by that provider, or it could be a ten-digit telephone number. In many cases, it's the NPA-NXX with four zeros after it.

Q: Who are or what determines whether the ANI is going to be recorded in that instance?

A: The originating carrier.

Q: Its completely up to the originating carrier?

A: No. It's up to the switch software to record it. However, the switch software is invoked depending on if the ANI is signaled, then it records that. It's up to the originator to determine if ANI is signaled.

Q: Why would an originating carrier determine in a given instance whether ANI is going to be transmitted or not? What would be the determining factor or factors?

A: I don't know.

Q: Is there a type of carrier or a category of carrier that would not be transmitting the ANI information?

A: I can't think of any.

Q: I guess what I'm getting at is, for example, with small independent telephone companies, local exchange carriers, are they typically transmitting the ANI information or not?

A: That I don't know. However, if they don't, then the telephone number or the NPA-NXX or whatever that's billed against that trunk will be recorded.

Page 14

Q: So your testimony then, as I understand it thus far, is that CPN is not recorded and that's per an industry standard or standards, and that ANI sometimes is recorded, sometimes is not recorded. Is that a fair characterization?

A: Yes, generally it is. Whatever we have, we'll provide to MCI on the call records.

Q: Is there any limitation in the ability of your switches to record number information?

Let me rephrase that so that you're clear on what I'm getting at.

If an originating carrier is prepared to transmit the entire telephone number for that originating call, is there any limitation in the software or hardware of the BellSouth switch that would prevent the recording of that information?

A: If it's signaled in the ANI field, I know of no limitation on the switch software.

Q: And there's no agreement that you know of as between BellSouth and an originating carrier that would prevent BellSouth from being able to record ANI information?

A: No. If it's signaled, it will be recorded.

Page 15

Q: Thank you for making that clear.
I want to refer to your Georgia testimony.
Do you have that with you?
A: Yes, I do.
Q: Actually before I get to that, I have a couple of follow-up questions.
With respect to BTN, when or under what circumstances would BellSouth report that information, perhaps originating on another carrier's network?
A: The BTN that provisioned against a trunk group is recorded when the ANI is not available, because it's not signalled forward. Like I said, in some cases, the ANI and the BTN are synonymous terms, so we've got to be a little bit careful. If you're talking about the BTN that's provisioned against the trunk, it's when ANI is not available to us from the switch, from the signal.
Q: Besides ANI, CPN, BTN, and NPA-NXX, is there any other numbering information that is recorded by BellSouth for traffic that originates on another carrier's network?
A: Yes. There is the dialed party, the called party, if you will. There's probably other cases of telephone numbers; for example, in some ANI

Page 16

services. But if you're talking about to determine who is the originator of the call, I don't know of any other information.
However, there may be other information in the switch signal, in SS7, I just can't recall. If you're talking about recordings, I don't know of any other information.
Q: Thank you. As far as your Georgia testimony is concerned, page 4 lines 2 through 5?
A: Is this of the direct?
Q: Yes, it is. Which was filed on July 20, 2000.
A: Page 4?
Q: Yes, sir.
You have a reference there to the following. You say that if the ANI is not signaled by the third-party, then information which has been built in the BellSouth switch for each trunk group being used by the third-party is provided to MCI.
My question is, what information is built into the switch for each trunk group?
A: It's information that the third-party provides. At a minimum, it's an NPA-NXX that is owned by that third-party. It could be ten digits of a telephone number, but at a minimum it's the

Page 17

NPA-NXX.
Q: And your next statement there on line 5 is, "The third-party determines what information is built in the switch." Do you see that reference?
A: What line again? I'm sorry.
Q: On line 5.
A: Yes.
Q: Are you saying here that the third-party is determining what information BellSouth actually installs in its switch or what information that BellSouth is going to be able to record in its switch?
A: The third-party determines what information is actually recorded when calls arrive without an ANI. It's also determined what is actually — when I say built, translated into the switch when that trunk is terminated via the provisioning processes. So it is one in the same really.
Q: I want to ask you a few questions about local number portability. Would you agree that the deployment of local number portability means that the NPA-NXX no longer describes the carrier to whom the end user belongs?
A: No, I can't agree with that. On a

Page 18

telephone number by telephone number basis, that may be true; however, what is populated in these records is an NPA-NXX that's still owned by whatever provider is asking for the trunk. So in that case, the BTN does still represent the carrier that originated the call.
Q: What are the industry standards with respect to recording calling party number information with respect to the use of local number portability?
A: I was trying to remember on the originating number. I don't believe on the originating number there was any change at all. On terminating numbers there was. I don't recall on originating numbers.
The same process will be invoked by the switch. If there's an ANI transmitted, it will be recorded. If not, the BTN number assigned to the trunk group will be recorded.
There's additional information in the switch signal, I believe, that identifies the location routing number, but I don't exactly recall where that is.
Q: And for the terminating number?
A: The terminating number; if the number has been ported, a location routing number or LRN would

Page 19

be appended to the call record.
Q: Refer again to your Georgia testimony on page 3, line 18. You have a reference there to industry developed meet point billing guidelines?
A: Yes.
Q: Can you tell me what those guidelines are?
A: They are collectively referred to as MECABS, M-E-C-A-B-S, and I believe that stands for Message Exchange Carrier Access Billing Specifications.
Q: What do those guidelines provide?
A: They provide the rules and processes for jointly provided services, how those will be billed.
Q: Who has promulgated those standards? What organization or association?
A: I believe it's ATIS, A-T-I-S.
Q: Backing up to the industry standards that we referred to earlier with respect to the recording of information from the calling party, what organization or association has promulgated those standards?
A: I don't really know. I believe they used to be BELLCOR, but I don't know if they have been moved over to the other industry bodies or not.
Q: With regard to any of these industry

Page 20

standards to which you've referred to this morning, do you have any written documentation that describes the standards?
A: Not in my testimony, no.
Q: In your possession?
A: Not in my possession, no.
Q: At your office?
A: There may be some in the network organizations that detail exactly those cases where the switch signaling information gets populated and recorded.
MR. WOODS: Counsel, I may or may not follow-up with a data request. But if I do so, it will be in writing.
MR. TWOMEY: Okay. Thank you.
Q: (By Mr. Woods) All right. Without the telephone number of the originating end user, how does a carrier who is terminating the call audit in a given instance?
A: I'm sorry, I don't understand what you mean by audit.
Q: If the terminating carrier wishes to audit a call for purposes of determining whether the billing is correct, if that carrier does not have the telephone number of the originating end user, how

Page 21

would that carrier go about auditing?
A: I'm assuming we're talking about terminating a call; and in that instance, the actual caller, the terminating party will actually be billing for that call, not receiving a bill. So in that case it would not be auditing. They would actually be doing the billing themselves.
Q: In an instance where — well, let me back up. The terminating carrier in this instance let's say is WorldCom. Are you referring to an instance in which — well, strike that?
MR. TWOMEY: Who joined the call?
MR. AUDU: Jonathan Audu from the Florida PSC.
MR. TWOMEY: Thank you.
Q: (By Mr. Woods) Mr. Stollard, would BellSouth be willing based on your testimony to conform the Interconnection Agreement to provide that if a carrier is providing — Would BellSouth be willing to conform the Interconnection Agreement to provide that BellSouth will provide the telephone number that is provided by the third-party? I'll try to find the specific reference in the Interconnection Agreement.
MR. TWOMEY: Let me suggest this. I don't

Page 22

know that it is so much of an objection as a suggestion. We had a little bit of this yesterday. We do have ongoing negotiations between the parties and I really see these depositions as an effort for you to do some fact finding and determine what the basis is for some of the policy positions that BellSouth has taken. I think it's a little — unfair I think is maybe too strong a word, but to ask the witness to essentially engage in negotiation in the middle of a deposition.
I think if you have a specific proposal to try to close an issue, we have a process that we can do that through De or John contacting Parky. I just suggest it because I don't think it's fruitful for us to ask the witness whether he will agree to a certain language in the contract, because certainly any decision about what to finally go into the contract will normally be done after consultation with his attorneys and taking into consideration what other impacts it will have on the contract.

Page 23

So I just don't think it is an appropriate line of questioning, so I'll object, I guess that's to the form; and we've reserved all the other objections until the hearing. So he can answer if he wants to.

MR. MONROE: Mike, I understand your point. The situation we have is in some cases, the testimony that was filed is not always consistent with what might have been proposed in negotiations and testimony that's filed leads us to believe that we don't have an issue anymore.

MR. TWOMEY: Well, I think asking —

MR. MONROE: We're trying to resolve issues.

MR. TWOMEY: And I am too. I think asking the witness to clearly, fully and completely explain BellSouth's position is fine. I just think to ask him to agree to particular language that you all proposed in the context of a deposition without, you know, I just think that's not how it ought to be handled.

Q: (By Mr. Woods) Mr. Stollard, referring

Page 24

you to page 3 of your Georgia testimony, lines 11 through 13.

A: Yes.

Q: The statement there is, "If a carrier provides a full telephone number to associate with a trunk group, then it will be provided to MCI." Is that right?

A: Yes.

Q: Is that BellSouth's position still?

A: Yes. That's what we've always done with these callers.

Q: And on page 4, lines 6 through 8.

A: If I could back up, though, and clarify that.

Q: Sure.

A: What we're talking about is the telephone number that the originating carrier has asked us to provision against a particular trunk, which will be recorded when ANI is not delivered. In those instances we do and will provide whatever telephone number is provided by the third carrier to MCI on call detail records.

Q: And on page 4, lines 6 through 8 —

A: Yes?

Q: — your statement there is, "BellSouth

Page 25

will provide to MCI whatever the third-party has determined should be associated with its trunk group, whether that is a full telephone number or just the NPA-NXX." Is that right?

A: Yes.

Q: Is that still BellSouth's position?

A: Yes.

Q: All right. Thank you. Let's move on to Issue 53?

A: Okay.

Q: In your Georgia testimony beginning at the bottom of page 4, you state that "while using recorded data while available to more accurately bill for calls between networks of both companies is desirable, a number of limitations preclude BellSouth from using recorded usage data."

Do you see that reference?

A: Yes.

Q: Would you agree with me that using recorded data to more accurately bill for calls between two carriers' networks is more desirable than using certain factors for determining what rates to apply?

A: Not in all cases, no.

Q: In which cases would it not be more

Page 26

desirable?

A: In those cases where BellSouth is being asked to provide billing in two different manners, the cost of doing it two different ways may preclude any benefit of doing it.

Q: Can you give me an example of what you're referring to?

A: Sure. I think MCI is asking us to bill on a call-by-call basis based on the CPN, if I read the issue correctly. Since CPN is not recorded, then we would have to devise a way to do that and undergo the expense to do it. In our opinion it's just not worth the cost given that we would still have to apply the factors in those cases where CPS is not delivered and so we would actually be having parallel billing methods. So, no, it wouldn't be desirable in those cases.

Q: When you say factors, when you use that term such as you just did and also on page 5, line 4 of your Georgia testimony, what are you referring to?

A: The percent interstate usage or PIU factor and the percent local usage or PLU factor.

Q: Are there any other factors that you're referring to besides PIU and PLU?

A: No.

Page 27

Q: How are those factors derived?
A: Each company performs a study on the traffic that is sent to the other party; and based on those studies, an average, if you will, or a proportion of the traffic which is interstate is identified and then the percentage of the intrastate traffic that's local is identified, and then the numerical calculation of the percentage of that traffic.
Q: Would it be fair to describe that process that you've just mentioned as determining an estimate of certain traffic?
A: No. I think the way it's developed is it's looking at the total traffic, so it's not an estimate of traffic. It's a view of traffic over a period of time trying to look into the future to see what's going to be terminated in the future, but it is not an estimate really.
Q: So a study is done of traffic in order to determine, for example, what percentage of traffic is local?
A: Yes.
Q: And you had mentioned performing such a study and then determining an average. What would that average — for what period would that average be

Page 28

calculated?
A: I really don't know what period the study is used.
Q: But there would be some determination made of an average of, say, local traffic over some period of time?
A: Yes.
Q: And then that information which is derived by an originating party is shared with the party that is receiving this traffic; is that right?
A: That's true.
Q: What is the purpose of sharing that information with another carrier?
A: So that the party terminating the call will know how to jurisdictionalize the traffic; that is, which of the rates for that traffic is to be applied to which proportion of the calls.
Q: Why would I care about that if I was a carrier who was receiving traffic from BellSouth?
A: I believe that the rates that are charged for local versus non-local are different, so a billing carrier would need to know which rates to apply to which portions of the traffic.
Q: Would that also be important information — I'm referring to PLU — with respect

Page 29

to billing BellSouth say for reciprocal compensation for local traffic?
A: Yes.
Q: At the top of page 5 in your Georgia testimony, you've referred to a number of limitations that preclude BellSouth from using recorded usage data. Do you see that reference?
A: Yes.
Q: What are those limitations?
A: Let's see. I think I've listed them further in the testimony.
One is the fact that in a number of cases we don't receive calling party number for calls. In that case, the only option we would have under MCI's proposal is to use the factors anyway.
In a number of cases for some our contracts even if you knew the calling party number, you really don't know whether it is local or non-local because of the way that the contract defines what is local traffic and what is non-local traffic.
The other is what we alluded to before, is the calling party numbers even if it were provided, it's not recorded in our switch. So, therefore, since billing is based on the switch recordings, it's

Page 30

not available to the billing system to use.
Q: When you say that the CPN is not recorded by the BellSouth switch, is this basically the same kind of issue that we were discussing with reference to Issue 43?
A: Yes.
Q: And with respect to your statement that in some instances, one is not going to know even with recorded number information whether or not the call is local or whether it is something else, can you give me an example of that?
A: Yes. There are contracts that state that the local calling areas will be defined as the BellSouth tariff and the way our tariffs define local is depending on what type of product the end user has ordered. So for traffic originating from MCI or the other carriers, you would have to know exactly at that period of time what type of calling plan does that end user have. Is it a local call or is it a toll call? The only entity that really knows that is the originating carrier.
Q: Then in the instance where you mention that CPN is provided but not recorded, is that a different issue or a different limitation from what you had mentioned where the CPN is simply not

Page 31

recorded?
A: No. This is the same type of call. It's a terminating call coming in from MCI and the switches do not record CPN.
Q: Why would the parties need to receive information about PIU or the PIU factor?
A: Because you cannot apply a PLU without a PIU. The PLU is the appropriation of intrastate traffic that is local. The only way to determine that is to determine the interstate from the intrastate. So they are part of the same process, there's no way to separate the two. You have to have the PIU to apply the PLU.
Q: But in and of itself as respects the PIU factor, the parties are not billing each other for interstate calls, are they?
A: They could be. It depends on what kind of traffic is coming across from MCI or from BellSouth. We don't do interstate traffic generally; but it depends on what kind of traffic MCI is sending us. It could be interstate, intrastate, it could be local.
Q: WorldCom and BellSouth disagree, don't they, as to whether certain traffic, and I'm referring specifically to ISP bound traffic, whether

Page 32

or not that's local. Is that a fair statement?
A: I believe that's a fair statement, yes.
Q: If WorldCom is sharing PLU information with BellSouth and BellSouth is sharing PLU information with WorldCom and the parties have a dispute as to whether ISP bound traffic is local, how is that information useful or to be made useful?
A: I'm sorry, I don't follow the question.
Q: I mean, help me to understand this. If the parties are sharing PLU factors with respect to their originating traffic and the parties have a fundamental disagreement about the nature of ISP bound traffic —
A: Yes.
Q: — is there not some variance between what BellSouth would consider to be local traffic and what WorldCom would determine to be or consider to be local traffic?
A: Well, yes. However, I don't think it really impacts PLU development.
Q: Why is that?
A: Both parties would include that traffic in their PLU development and take care of it on the backside when the invoices are prepared and billed.
Q: So at that time the parties would parse

Page 33

out — if it were BellSouth, for example, BellSouth taking the position that ISP bound traffic is not local, BellSouth would parse out that traffic, I assume?
A: Yes, on terminating or calls inbound to BellSouth so we determine as ISP traffic, we do not bill for that traffic.
Q: That would be done, as you say, on the back end?
A: Yes, at the time the bill is produced.
Q: How does BellSouth determine what is PLU? What information does it use?
A: It uses the originating information that's on our network for calls between us and MCI, for example.
Q: What is that originating information?
A: When calls are originating out of BellSouth's network, a switch recording is produced and we use those switch recordings.
Q: What information is contained in the switch recordings?
A: There would be the ANI information on the originating customer. There would be the called party, the terminating number, if you will. The duration. Indicators that indicate what kind of call

Page 34

it is.
Q: If BellSouth is recording all of that information, why is a PLU even needed? Why is that factor even needed then by WorldCom?
A: Because you don't have that information. You don't have the originating call records for the calls that BellSouth's end users originate. So the only way that you would know what is local and toll is if we do the calculation and send you the factors.
Q: But you could send us rather than sending us the factors — and I'm not suggesting this, I'm just trying to understand this. In lieu of the factors, in lieu of the PLU, for example, and the PIU, you could send us the data itself which is recorded. Correct?
A: No, today we can't. There's no mechanism set up to send you originating call records from BellSouth retail customers even if we wanted to.
Q: Even if you wanted to?
A: Right. There is no interface, there is no feed that allows for that today. So, no, we can't send you that information.
Q: All of this information that you've described, though, is recorded in the switch and it's then available to BellSouth, and then BellSouth uses

Page 35

that information to determine the PLU factor; correct?
A: Yes.
Q: So BellSouth does have some system in which to take that information and then compile it, basically study it, compile it, and turn it into a PLU factor which it then conveys to another carrier?
A: Yes.
Q: With respect to a BellSouth originated call, does BellSouth have the CPN?
A: Yes. The switch has a CPN for that customer. Again, it is not recorded in the call records, but the network does have a CPN for that, for each call.
Q: And what is done with that CPN information then? Is that, per your previous testimony, then used to determine this PLU factor?
A: No.
Q: What is done with that information?
A: I'm not a network expert, but I know that it's signaled forward with the call and the signaling.
Q: And what you've just described, that is the case with all of the BellSouth switches to your knowledge?

Page 36

A: I'm not positive if we have any types of signaling that doesn't allow for it or not. That's a network question. For the vast majority of our trunking and signaling I believe it is available, I just don't know, like I say, a hundred percent.
Q: On page 6 in your Georgia testimony, you've identified three problems which you describe as key with using CPN to determine call jurisdiction and I think you've alluded to these issues previously, but I kind of want to walk you through those.
Your first statement in that regard is that industry standards do not allow for the recording of CPN in the terminating switch records.
A: Yes.
Q: What industry standards are those?
A: The same ones we referred to before.
Q: Were those the ones that you thought were ATIS standards?
A: No, they were the ones that I believe they were BELLCOR standards.
Q: And those were the standards that we also then referred to or discussed with reference to Issue 43?
A: Yes.

Page 37

Q: With reference to the second issue that you've identified on page 7, can you tell me a little bit about that issue? What is the problem that you've identified here?
A: Well, again in some of the interconnection agreements, the only entity that would know whether a call was local or not is the originating carrier, and the reason is the end user selects a calling plan, it could be local calling area that's very small, basic local calling area, or it could be a LATA-wide calling area, but in those cases the originating party is the only carrier that knows whether that call is treated as local or toll. So BellSouth, even if it possessed the CPN, would not be able to determine.
Q: If BellSouth is capturing the telephone number data in that instance, can it be transmitted, can it be shared with WorldCom?
A: I'm not sure I follow the question?
Q: If I understand what you're saying, it says even if the CPN is captured by the switch recordings, it's of limited use. And I guess my question is, of limited use to whom?
A: To BellSouth in billing the originating carrier for transport and termination of a call.

Page 38

Q: The originating carrier is going to record CPN information, though; is that not right?
A: I don't believe it will. I believe there are some emerging technologies that may give rise to being able to do that. I don't believe there is any way to capture this CPN on a billing switch recording today. There is a way, I believe, to monitor SS7 system, Signaling System 7 messages to glean that information for certain types of calls, but I don't think they can report it in a switch recording.
Q: But if the originating carrier is not recording CPN, the originating carrier is recording some sort of data. It could be ANI, it could be something else, but there is some data which is being captured; is that not right?
A: Yes, they would be recording ANI probably, so that that carrier can do their retail billing.
Q: CPN strictly speaking isn't the — tell me whether you agree with this statement: "CPN really isn't the issue. The issue is what the originating switch is going to capture and whether or not that information is available."
A: No, that's not true. The way the issue is worded, it says not whether it's CPN can be used in determining factors. It says should the call

Page 39

jurisdiction be based on the calling party number. So BellSouth's understanding of that is what MCI is asking us to do is bill MCI for each call based on the originating telephone number. The originating information would be used and useful in PLU development. So MCI's, you know, position on this would require us to record the CPN and bill MCI for termination and transport based on that CPN, but the originating information is of no use in that case.

Q: We'll come back to that, but let me ask you a couple more questions first.

WorldCom and BellSouth have agreed in their interconnection agreements that local traffic will be defined; is that right? In other words, it's a defined term what local traffic is?

A: Yes, I believe that's true.

Q: And basically it's defined as any telephone call that originates in one exchange and terminates in either the same exchange or within a local calling area associated with that originating exchange. Would that be a fair paraphrasing of how it's defined in our contracts?

A: I really haven't been able to — I know different proposals have been considered, but it sounds like a reasonable definition. I just don't

Page 40

know if that's the current proposal.

Q: Under the definitions that are in our contracts, is there any ambiguity as to call jurisdiction?

A: It depends on who has the information. For example, if a call comes into BellSouth with telephone numbers and based on what I heard your definition of local traffic, it's not clear that BellSouth would have the information to actually determine one way or the other whether it was local or not. And again, that gets into really what's determined to be local or not is dependent on what the end user has purchased from MCI and what the local calling area for that end user is. And BellSouth doesn't have that information.

Q: BellSouth has the information that's in the contract as far as what the parties have agreed to as local traffic, though; right?

A: Yeah, but that doesn't give enough information to know on a particular call for a particular end user what that end user's local calling area is. Just as, if I remember your definition right, it just says if it has originated in one area and terminates in the same local calling area.

Page 41

Q: Do you disagree with the proposition that the originating carrier should use CPN or other data available such as ANI or BTN to determine PLU?

A: Oh, yes. I mean no, I don't disagree with that. They should use whatever data is available both on, you know, developing a PLU or either auditing the PLU that another carrier provides.

Q: Without that information, would it be possible to determine what the PLU is or would it be possible to estimate it?

A: Without using information about the originating party? No, I don't think it would be possible, but, again, it is all the information that the originator has. The terminating party doesn't have that information.

Q: What do you understand to be what WorldCom is asking for with respect to this issue?

A: BellSouth's understanding is WorldCom is asking in lieu of using the factors, that BellSouth would bill MCI for terminating calls based on the calling party number.

Q: MCI Metro has proposed the following language, and I'm going to read this to you.

"The parties will use the calling party number, CPN, to determine the jurisdiction of billed

Page 42

traffic. If the jurisdiction of traffic cannot be determined based on the CPN, the parties will jointly exchange industry standard jurisdictional factors such as PIU, PIIU, and PLU."

Do you take issue with anything in that proposal?

A: Yes. What it is saying is that we won't have factors from MCI unless the CPN is not available. What we're saying is every time we need to use the factors.

The second thing is, PIIU is not applicable to any of the traffic that is being billed for, so we object to including the PIIU in any of the factors available.

Q: I'll talk in a minute or ask you in a minute about PIIU, but for now, what is wrong with the proposition that the parties will use the CPN to determine the jurisdiction; but if it cannot be determined, if jurisdiction cannot be determined based on the CPN, the parties will jointly exchange jurisdictional factors information?

A: From BellSouth's standpoint, the premise is inaccurate. We cannot determine jurisdiction any time from the CPN, so what we will want is to exchange factors regardless of whether the CPN is

Page 43

available or not.
So it's just the language on when it is —
it's implying that MCI will not send factors to
BellSouth unless, in its opinion, CPN is not
available, one of the factors.
Q: If WorldCom was to substitute another term
for CPN, for example, ANI, would WorldCom's proposed
language be — would you take issue with WorldCom's
proposed language?
A: Yes. We want the factors to bill you for
traffic for every call that you send to us.
Regardless of whether ANI is there, regardless of
whether CPN is there, our proposal is that we will
apply the factors to bill you for all the traffic.
Q: Would you agree with me that if calling
party number information is available or ANI
information is available, that would be more accurate
for billing and auditing purposes than to rely on the
use of a factor?
A: No.
Q: Why not?
A: For the cases that I talked about, it
doesn't matter what number you have, BellSouth cannot
determine whether a call is local or toll, because
MCI is the only one that has that information about

Page 44

how it's treating that call for its end user. Based
on the definition you described, we don't know what
MCI is offering as a calling area for that end user
and only MCI can tell us that.
Q: Let me read the following proposed
language from MCI. "The parties shall use calling
party number information where available to determine
PLUs." Do you take issue with that statement?
A: No.
Q: Let me read the following then to you, and
I submit this is also MCI proposed language. "Where
calling party number information is not available,
the parties shall use their best efforts to estimate
an accurate PLU."
Is there anything in that statement that
you take issue with?
A: No. The issue in this case or Issue No.
53 is that BellSouth wants to apply the factors on
billing MCI for all the calls that it terminates for
MCI and what MCI was asking for, BellSouth's
understanding of what MCI was asking for is, no,
don't use the factors in some cases, use the
originating information, whether it's — CPN is what
was mentioned, use the CPN to actually bill MCI, to
jurisdictionalize that traffic, and that's what

Page 45

BellSouth has a problem with. It really is not an
issue about PLU development.
Q: You had mentioned a disagreement that you
had with a proposal, I guess by us, to use a PIIU
factor?
A: Yes.
Q: Can you tell me what that factor is and
why you would disagree with that proposal?
A: The PIIU is Percent Intrastate IntraLATA
usage, and there really is no need for that on the
traffic that's been described, on the rates being
described between MCI and BellSouth. There's no need
to segregate traffic to that level.
Q: Why is there no such need?
A: Because regardless of whether it's
interLATA or intraLATA, the rates for intrastate
traffic are the same. It's non-local intrastate, it
really doesn't matter whether it goes between LATAs
or not; the same rate is applied, so there's no need
to split that out.
Q: If PIIU was split out, then are you saying
that it would be redundant or duplicative of what is
contained in PLU?
A: No, it is not duplicative. It's just
unnecessary.

Page 46

Q: Thank you.
MR. TWOMEY: Are you about to move to
a new issue?
THE WITNESS: Yes, I am.
MR. TWOMEY: I like to let the
witness take a break, a five-minute break.
(A recess was taken.)
MR. WOODS: We're back on the record.
Q: (By Mr. Woods) Mr. Scollard, I want to
ask you some questions about Issue 75.
As regards Issue 75, is the problem from
BellSouth's perspective something that would occur
only when BellSouth is the toll carrier for a call?
A: No. It would be a problem for other local
exchange carriers that carried the call and billed to
MCI's end user using the interim number portability
number.
Q: Is the issue or problem in Issue 75 then
going to occur only when INP is used?
A: Yes.
Q: And INP is IntraNumber Portability?
A: Let me clarify that. The actual service
may not be used. The end user has elected to bill
that call to that INP number, though.
On collect calls, the INP service would be

Page 47

used, because the call is inbound to that INP number, subsequently forwarded over to MCI's number that they provide for the end user. But in third-party billing situations, the INP service is never used; that number is just used to bill a call from.

Q: All right. Well, let me back up then a little bit. What kinds of calls then are involved in Issue 75?

A: Any call that's alternatively billed, that means billed third number, calling card calls and collect calls, that are billed to the INP telephone number.

Q: Would an operator-assisted call be an example of a call that would involve this issue if INP were used?

A: It could, yes.

Q: In any other type of call that you can think of?

A: No. In any zero plus or zero minus call that involves third number billing to that INP number.

Q: What's BellSouth's position with respect to Issue 75?

A: That BellSouth would bill MCI for the call as a customer of record.

Page 48

Q: So that when an end user is served via NIP receives a collect call, a third-party call, the third-party billed call, or zero plus/zero minus assisted call, the end user's carrier should be responsible for payment? Is that a fair characterization?

A: It is not because MCI is the end user's carrier. It's because MCI is the customer of record for that INP telephone number.

Q: And MCI or WorldCom is the customer of record of BellSouth for that type of call is what you're saying?

A: BellSouth is a customer of record for that telephone number, so any charges that are to be billed to that telephone number would be the responsibility of MCI to pay.

Q: I'm sorry. You're saying that WorldCom or MCI would be the customer of record for that call, not BellSouth?

A: MCI would be the customer of record for the number. I mean it gets into definition of customer. Really the customer is the end user that placed the call; however, for that telephone number, MCI, similar to how it works for resale, MCI is the customer of record for the number that's trying to be used for billing.

Page 49

Q: Because MCI has ordered INP from BellSouth, MCI is BellSouth's customer of record; correct?

A: Yes.

Q: And because MCI is BellSouth's customer of record, what you're saying is that BellSouth for these types of calls will bill WorldCom?

A: Yes.

Q: In the absence of INP, how would those calls be billed by BellSouth?

A: It depends on what kind of service is being used in lieu of INP. If LNP is used, BellSouth would not be billing MCI, the call would be routed directly over to MCI's end user and the industry can, based on the LNP information, know how to get that call directly to MCI. For billing-on-billing keep arrangement, or if an IXC has a direct billing to the end user, they could do it that way.

If that end user is served by a resale facility that MCI has purchased, it would be billed in an identical fashion to how we are proposing for INP.

If it is a Unbundled Network Element port, same thing, same type of billing.

Page 50

Q: But with respect to Issue 75, the problem is occurring really because of the use of INP?

A: In this particular case the reason that we have the issue is because INP is used. It's not just because of INP, I mean there are other cases on how this is billed identically, but yes, in this case it is because INP was used.

Q: So BellSouth's position is based on the fact that BellSouth has provided a number for portability purposes; correct?

A: Yes, a number that could attract third-party or collect types of billing.

Q: Is there any other reason for BellSouth's position with regard to this issue?

A: Yes. The intrastructure that supports all of these types of billings in the industry was never changed to provide any other way to bill these calls. The industry decided in its interim "Let's don't worry about it, what we'll do is the end user customer of record will pay for it and we'll concentrate our efforts on LNP to make sure we have infrastructure to support LNP."

Q: In the absence of INP being used, would you agree with me that the practice in the industry is for the toll carrier to bill the end user

Page 51

directly?
A: No, I disagree entirely. Local exchange carriers send these types of records through the CMDS process that's generically referred to as the Kansas City Exchange Process, where the local exchange carrier bills for those calls.
Q: I'm sorry, go ahead.
A: In the case of an interexchange carrier, yes, sometimes those are billed to the end user or a billing collection arrangement is used; but not in the case of a local exchange carrier.
Q: Fair enough, but the local exchange carrier is billing on behalf of the IXC, right?
A: If they have a billing and collection agreement, yes.
Q: Right. And is billing the end user directly in that instance?
A: Yes. However, the rules around how the industry does this is different between IXCs and local exchange carriers. And in this instance, what we're talking about is calls that are placed and carried by local exchange carriers.
Q: If a toll carrier — again, let's disregard for the moment that INP is being used. If a toll carrier is involved in this kind of call, the

Page 52

toll carrier is either going to use the local exchange carrier for billing or the toll carrier will obtain billing information from the end user's local carrier; is that right?
A: Not for all toll carriers. If you're talking about interexchange carriers, IXCs, then that's true. If you're talking about a local exchange carrier, then the industry message exchange processes are used.
Q: What is the message exchange process?
A: There are two, I believe. There's a process, I think it is called NICS, I don't know what it stands for, and there's also a process called CATS, I believe, generically referred to as CMDS types of processes.
Q: What do those processes provide?
A: They provide for exchange of records between local exchange carriers so that third-party, for one thing, third-party, and collect calls can be billed between the companies.
Q: Do those processes provide for the billing of end users or for the billing of carriers?
A: They are used to bill the customer of record for the billing telephone number.
Q: And who is the customer of record? Is

Page 53

that an end user?
A: In the case of retail applications, yes, generally. In the case of CLECs who are using resale UNE or INP, no. It's whoever the customer of record is, and that would be MCI in those three cases if they've ordered those services.
Q: These processes that you have referred to, do they expressly refer to resale, the ordering of UNEs or INP?
A: I don't know if they expressly say those three types of services. I just don't know.
Q: But are you relying on those processes for support in BellSouth's position?
A: I'm relying on discussions with our representatives in the industry bodies who work with those, the carriers, in supporting those processes to support our position. Whether it specifically states those three, I just don't know.
Q: You don't know whether there's anything in writing with respect to industry standards that supports BellSouth's position?
A: I know there were issues that were raised at ATIS and the OBF on these issues. I don't know what's in writing.
I do know, however, that it is the

Page 54

industry practice to treat these calls in this manner.
Q: You know that based on what information?
A: Discussions with our BellSouth representative on those teams working through the message exchange process.
Q: So that the BellSouth representatives have had some discussions with other industry representatives; is that right?
A: Yes.
Q: And that's what you're referring to?
A: Yes.
Q: Where is LNP available in North Carolina?
A: Let me look in my testimony to refresh my memory. I believe it was available in all but a handful of switches. If I remember correctly, it was all but three switches. Either one switch or three switches, I just can't remember which ones.
It's available in every switch with the exclusion of three; those three serving approximately 9,000 lines.
Q: For how long has LNP been available in North Carolina?
A: I don't know specifically. I believe it began in either late '98 or early '99.

Page 55

Q: It has been phased in depending on the area, correct?
A: Yes.
Q: With reference to Florida, where is LNP available?
A: I don't know specifically in Florida.
Q: Do you know for Georgia?
A: Yes. It was available in every switch except one, and I believe that switch served approximately 54,000 access lines.
Q: Available in all but one switch in Georgia?
A: Yes.
Q: And that switch serves 54,000 lines?
A: Yes.
Q: How long has LNP been available in Georgia?
A: I would imagine about the same time frame as in North Carolina.
Q: Do you have any information along these same lines with respect to Tennessee?
A: No.
Q: I want to reference your North Carolina testimony, page 9, lines 15 through 17.
A: What lines again?

Page 56

Q: 15 through 17.
A: Yes.
Q: Did this statement or reference to the same subject matter appear in your Georgia testimony?
A: Let me see. Let me check to make sure. I'm not positive. I don't believe it does.
Q: Is there some reason why this same subject matter is not referenced in your Georgia testimony?
A: Yes. MCI had offered to provide us the end user billing information.
Q: Was that done by MCI subsequent to the filing of your North Carolina testimony?
A: Yes, I believe it was.
Q: Do you know of any order or ruling of any regulatory commission that supports BellSouth's position with respect to this issue?
A: No, I don't believe I recall any order addressing this issue.
Q: To your knowledge, is MCI Metro's position inconsistent with any existing interconnection agreement that it has with BellSouth?
A: I know the language that we propose is in the standard agreement language. I don't know who has adopted that agreement, so the answer, I guess, is "I just don't know."

Page 57

Q: Let's move on to Issue 93. Is BellSouth's position for Issue 93 that parties may bill for previously unbilled amounts until the statute of limitations expires?
A: Yes.
Q: Do you know what the applicable statutes of limitations are for Georgia, North Carolina, Florida, or Tennessee?
A: No.
Q: Do you know what the statute of limitations is under law, what it represents?
A: Not precisely. My understanding is that it's the amount of time where someone could actually bill for services rendered.
Q: If I were to suggest to you that a typical statute of limitations in this instance may be two or more years, would you be surprised?
A: No.
Q: In BellSouth's opinion, is it reasonable for a carrier to expect ultimate payment from an end user if that carrier cannot bill for a period of two or more years?
A: No, I don't think that's unreasonable to say that, although that has no bearing on the issue we have here. We're not talking about billing end

Page 58

users. We're talking about carrier-to-carrier billing in a wholesale environment.
Q: Is it in your knowledge and experience reasonable for carriers to wait two or more years before they can receive bills from another carrier?
A: I think in the vast majority of cases a carrier should expect to be billed in less time than the two or three years, two or more years that you're referring to that the statutes may have in there.
However, there are cases where more than a year, it might be reasonable to expect BellSouth to render payment for a couple of reasons. Meet point billing; based on the standards, we are having to wait for a third-party to provide us information to bill for jointly provided services.
Secondly, if there's a problem with what MCI has provided us on ordering documents, on factor documents, there may be cases where MCI themselves have provided us with incorrect information that need to be taken into consideration if they were uncovered as inaccuracies.
So I think to say the vast majority of cases, it would be reasonable to expect it in less than two years; but for some cases, like it or not, BellSouth would have the need to go beyond a year in

Page 59

order to bill for certain services provided, and we shouldn't be limited by anything other than the applicable law in each state.

Q: Are there any other cases that you can identify where it would be reasonable for BellSouth to have the full period of the statute of limitations?

A: Not at this time, no.

Q: Tell me about the meet point billing arrangement involving a third-party where a service is jointly provided. Can you give me an example of that?

A: Sure. Calls that originate from, let's say, David CLEC, that BellSouth is providing an intermediary tandem function, but the call is bound for MCI. In that case MCI must supply BellSouth with information to bill David CLEC. In the reverse case, where MCI has originated a call through BellSouth's tandem destined for David CLEC, then BellSouth must rely on David CLEC to tell BellSouth what are the minutes that you should bill MCI for. Those records have to come from David CLEC in order for us to determine how to bill MCI.

Q: Has it been your experience that with regard to this third-party hypothetical, that it has

Page 60

taken a period of more than one year in which to receive the records?

A: In many cases, yes.

Q: Is there a type of scenario or example that could be — in other words, could we further delineate what examples or what situations in which that problem occurs?

A: I'm sorry, I don't understand the question.

Q: You've described this meet point billing situation involving a third-party, and that's where services are jointly provided.

A: Yes.

Q: Is there some way to further granulate or differentiate circumstances to get at precisely what kind of situation is causing a long delay in receiving the necessary information?

A: If you're asking what is the root cause behind why in our example David CLEC is not providing the records, I really don't have an explanation other than the fact that some of the smaller CLECs don't have the capability to provide the records in a timely manner. So they do the best they can, they just don't have the infrastructure built that would adequately support this type of billing.

Page 61

Q: What is your response to WorldCom's commitment to bill BellSouth in a much shorter period than what BellSouth has proposed?

A: What is my response? I think it's, you know, it's admirable and in the case of BellSouth we can bill the vast majority of our services in the same time frame. However, we just need to make sure that we can cover ourselves in those cases where it is not up to BellSouth to be able to do that in a year or less. If we're waiting on information, we shouldn't be held to a time limit that's less than the laws in the state.

Q: Are you saying that while WorldCom's position is admirable, do you suspect that we can't live up — you know, we can't actually meet that if the agreement would reflect our language?

A: I suspect you probably could in the majority of cases. I don't know whether there's cases where you could not. I don't have any information as to delayed billing from MCI at this point.

Q: Going back to the example that you gave involving this third-party, what information would BellSouth be waiting on? Precisely what information?

A: What happens in the case of jointly

Page 62

provided service is usage for calls going across that service, the rules state that one company in the chain is designated as the initial billing company, and that initial billing company is usually the company that actually terminates the call in their local switch. The other company, in this case BellSouth, is designated as the subsequent billing company. The initial billing company does its billing first, it applies whatever factors it has negotiated with MCI, it provides MCI with a bill in somewhat of a detailed level. Then that initial billing company is required to send the subsequent billing company summarized records that say "we just billed MCI, we're about to bill MCI for this amount of traffic, this much of it was local, this much of it was non-local," and BellSouth is required to wait on those records prior to billing MCI for its portion of the service.

Q: What standards are you referring to that sets up this process of an initial billing company and a subsequent billing company?

A: It is the MECABS standards that were referenced earlier.

Q: I think you said that ATIS was responsible for those standards?

Page 63

A: Yes, I believe so.
Q: Are you saying that BellSouth would need more than one year when you're waiting on information from a third-party?
A: We could, yes.
Q: It's possible?
A: It's possible.
Q: Is it likely?
A: I would say it's less than 50 percent of the time, but I don't know how much less.
Q: Would you agree to notify WorldCom in that situation when you are waiting for information from a third-party?
A: I don't know. I would have to discuss that with those individuals who would be responsible for that notification. I don't know whether we would agree to that or not.
In any event, MCI would also be waiting on billing from David CLEC in this case, so it really would be up to David CLEC to really notify of any kind of problem they were having since they are the initial billing company. So we have to remember that there are two providers in this stream.
Q: I guess what I'm asking is, would you take issue with the period proposed by WorldCom if there

Page 64

were some provision by which the parties would agree to notify each other that they were waiting on information from a third-party in a situation where it, you know it would appear likely that the period agreed upon would not be met?
A: All I can say is I could take it back to the team to talk about whether we would consider that or not.
Q: Does BellSouth have agreements with these third parties regarding what is an acceptable length of time for them to supply the needed information?
A: Generally, no. In fact, generally what is referred to in the contracts is that the records will be delivered as per the MECABS standard. We don't really go into much more detail than that. The MECABS standard is generally guidelines, it's got to be in a timely manner. There's really no specific you have to provide these in x-days or whatever. So generally we don't have anything specific in those agreements. We just refer to the MECABS standard.
Q: I don't want to demonize anyone, but I mean is it fair to say that the third-party that would be — that the type of third-party that would be most likely to result in this kind of delay would be a small independent phone company?

Page 65

A: No. I would say —
Q: Not necessarily so?
A: Not necessarily. Just as likely a CLEC.
Q: Tell me about this billing certification process that you have proposed in your testimony. How would that work?
A: The billing certification process is a set of standards, if you will, a set of reporting processes that demonstrate BellSouth's billing accuracy in each month or each quarter or however it's determined. Those reports, those measurements are reviewed by both parties and then an agreement is made, yes, we agree that we can close a particular billing cycle based on the measurements. And based on that, BellSouth agrees not to bill any more charges based on those for that billing cycle and MCI would agree, okay, we are not going to dispute anymore on the billing cycle and it is officially closed, and there's formalized processes on how that works.
Q: As part of that processes, what kind of demonstration or what kind of evidence would BellSouth submit to verify the accuracy of that process?
A: The exact data that would be used to

Page 66

demonstrate would be a negotiated item. But just generally, reports on usage errors, reports on timeliness of service order processing and those kinds of things.
Q: Is this process something that has been agreed upon between BellSouth and other carriers?
A: Not in the local environment. There are agreements in the interexchange carrier access environment, but not in local.
Q: Do you know of any reason why this process hasn't been implemented in the local exchange environment?
A: Not specifically. It's just offered in certain contracts to be negotiated later and no CLEC has asked to negotiate them, so I don't know exactly why.
Q: Issue 95. Tell me what EMI is?
A: EMI is Exchange Message Interface, and in the context of Issue 95, it's a set of standards and guidelines that were developed, again I don't know whether it is BELLCOR or ATIS, I think it was developed in BELLCOR and then subsequently ATIS has adopted them for maintaining them, and it describes in certain cases usage records that will be exchanged between carriers in a number of different instances

Page 67

and the information that will be contained on those records.
Q: Is this EMI format the industry standard that is used by the other Bell operating companies?
A: For message exchange usage information, yes.
Q: What standard is BellSouth using?
A: The EMI.
Q: When you say that — in response when you say that BellSouth is using that standard, has BellSouth modified or changed any of that standard in order to adapt it to its billing records?
A: I'm trying to think. Not to my knowledge. The EMI standard does provide some leeway on some of the fields contained on some of the records and they are marked as optional or nonoptional, and so we have implemented based on the leeway, if you will, on some of the optional fields. We've either decided to provide that information or not. It is just based on whatever the standard calls for.
Q: Maybe you've just answered this, but would BellSouth provide WorldCom with all EMI standard fields on the bills it provides?
A: First of all, this has been leading to

Page 68

some confusion I've had on MCI's position. These usage records and standards are not used to provide bills. They are used to provide usage details for calls. So in standpoint of what we provide for billing invoices, it doesn't even come into play. For usage record, yes, we will provide all of the EMI fields for each particular type of record that we provide for MCI.
For example, if we provide MCI for resale service a call that's an originating local call for MCI to do retail billing, yes, we'll provide all of the fields for that record that EMI lays out for us for that record. However, to say will we provide every EMI field in the whole wide range of EMI information, no, because some of the fields don't apply to an originating local record, as indicated by the standard.
So we will provide whatever the EMI calls for as far as fields on each of the different types of records we provide.
Q: Whatever is applicable to the particular circumstance is what you're saying?
A: Yes.
Q: With respect to those fields that would be optional for use, as I understand it with EMI, what

Page 69

would be BellSouth's position?
A: That they are optional and not required.
Q: You would not agree then as a matter of contract to provide EMI standard fields for those optional fields?
A: Well, our position is we are providing EMI standard; and if the standard says it's optional, then, you know, if we provide it, then we've gone above and beyond what we are asked to do. If we don't provide it, then we're still meeting the standard because it was an optional field.
Q: Are you familiar with the terms of the existing interconnection agreements between MCI Metro and BellSouth on this issue?
A: Yes, I have looked over that.
Q: Is WorldCom's position in this regard inconsistent with a position — well, inconsistent with the language of those existing interconnection agreements?
A: It's impossible to tell. And the reason I say that is for whatever reason the existing interconnection agreement between BellSouth and MCI in the usage section is trying to incorporate a single set of specifications or descriptions for every type of usage record that we provide, and they

Page 70

just don't apply to every type of usage that we provide. So in the negotiations BellSouth tried to get MCI to agree that it is a confusing document today and what our proposed language was trying to do was separate based on the type of usage — the types of usage that we would be asked to provide, to separate out which of these specifications apply to which of these types of records. So I don't really think I can tell you based on the existing language whether it's consistent or not.
Q: In the past, has there been conflict based on actual experience between MCI Metro and BellSouth on this point?
A: In some cases, yes. The particular case that comes to mind is what records we will provide for flat rate resale services. It was unclear — in BellSouth's view, it was clear we weren't to provide them. In MCI's view, it was clear that we should have. And it was the subject of at least one complaint hearing, and we agreed in that type of environment how to provide for those records and we did. But the language was very open to interpretation, and so that's what gave rise to this dispute.
What we were trying to do is head off any

Page 71

of those by clearly defining on each type of interface what kind of record MCI would be receiving.
Q: Where did that complaint take place, what jurisdiction?
A: I believe the complaint I can think of off the top of my head was Florida.
Q: What was the resolution of the dispute?
A: That BellSouth should provide flat rate records for resale services. But, again, that would have been unnecessary had the language of the agreement been clear enough to tell in both parties' interpretation what it is that was supposed to be provided, and that's what we were trying to do in this new round of contract negotiations.
Q: And help me, if you would, with understanding that the resolution of that. I mean you said that BellSouth would provide the flat rate retail records. Whose position was vindicated by that result?
A: MCI won the issue, if that's what you're asking.
Q: Right?
A: Again, the only reason we had the dispute was because the interpretation of the contract was open to both sides. What we're trying to do is head

Page 72

that off and make it very clear about what both sides are agreeing to.
Q: Did the parties settle that issue in Florida or was that a commission order that resolved the case?
A: I believe it was a commission order.
Q: On page 13, line 16 through 17.
A: Which state?
Q: I'm sorry. Of your Georgia testimony.
A: Did you say page 13?
Q: Yes.
A: I'm there.
Q: You say that BellSouth is willing to continue to provide MCI with billing records consistent with MCI guidelines?
A: No, it's EMI guidelines.
Q: EMI guidelines, correct. Thank you. Is that the same as stating that BellSouth will provide MCI with EMI standard fields?
A: Where they apply to the types of EMI records we're sending, yes.
Q: That's what you're saying in that instance?
A: Yes.
Q: And on page 13, lines 23 and 24?

Page 73

A: Yes?
Q: Excuse me. 24 and 25. BellSouth does provide CLECs with usage records created using the EMI guidelines. Is that the same as stating that BellSouth provides CLECs with usage records using all EMI standard fields where they apply?
A: Yes.
Q: On page 14, same testimony, line 16 and 17, where you say, "The fact is that BellSouth does provide the EMI fields that are required for the types of records included on the usage interfaces," would it be a fair characterization of that testimony then that per what you've said this morning, that there is some EMI fields that are not required and for those BellSouth would not provide necessarily the EMI fields?
A: If they are optional fields, then based on the EMI guidelines, they are optionally included. So, yes, BellSouth will in some cases provide those if we decide to do that, in other cases not, based on the guidelines.
Q: In the absence of using the EMI format, what format or types of information would BellSouth be providing?
That's not a very precise question; I

Page 74

apologize.
But if you don't use EMI, what do you use?
A: Well, for usage records in the case of what we're providing to MCI or other CLECs in these contracts, I don't know of any other standard that you can use. I believe in some cases, on some switch types, there are different types of records that can be provided; but nothing that MCI has asked for nor have we agreed to provide to any CLEC.
So for these types of records that are at issue, I don't know of any other standard other than EMI.
Q: Is BellSouth essentially proposing to provide billing records using a tariffed or proprietary type service?
A: No.
Q: Tell me how BellSouth's tariffed services such as ADUF or ODUF come into play here?
A: First of all, those aren't tariffed services. I'm not sure I understand the question.
Q: What are they?
A: ADUF and ODUF are two of the interfaces that we use to provide EMI standard records to CLECs. The ODUF is specifically used to provide end user types of events. Originating local calls,

Page 75

originating toll calls.
The ADUF is used to provide access types of events for Unbundled Network Elements and originating access calls, a terminating access call from Unbundled Network Elements. That's simply the way we have developed to provide for the EMI standard records; similar to how others other ILECs do it in the industry.
Q: Is BellSouth proposing to use then ADUF and ODUF in the instance of providing billing records?
A: As two cases. There are two other interfaces; the EODUF, which provides for the flat rate local records for resale, and then the CMDS service which provides for meet point billing information, third number billed information, if MCI selects BellSouth to be its CMDS provider. The CMDS provider can be really anyone who offers that service, so.
Q: Okay.
A: But in each of those interfaces, the EMI guidelines and standards are used to develop the records that are on those interfaces.
Q: In the Florida complaint case, was EODUF involved?

Page 76

A: Yes. That was the issue on flat rate local resale messages.
Q: Did MCI Metro contend that EODUF was not appropriate?
A: No, I don't believe that was the issue.
Q: Or that EODUF essentially was being provided by BellSouth and MCI Metro could not translate that or use that kind of information?
A: No. It was just the opposite. MCI was asking for that information in EMI standard record sets, which we provided.
Q: Thank you.
Last issue, 111.
A: All right.
Q: This is the issue that deals with procedures for audits of billing records, correct?
A: Yes, along with other issues.
Q: Now I understand that BellSouth is proposing in this regard that the Interconnection Agreement will have a definition of PLU. Am I right in that understanding?
A: I think both sets of language had information on what a PLU is or how it's developed anyway.
Q: BellSouth is, as part of its proposed

Page 77

language, actually proposing a definition of PLU; is that right?
A: I would have to look over the wording again. I don't know whether it's a definition or information on how it's calculated. If that's one in the same, then, yes, I guess it would be true.
Q: Is BellSouth proposing a definition of PLU in this instance that is any different from the way that term has been used elsewhere in the Interconnection Agreement?
A: I don't know. I'm not familiar with all the places it's used.
Q: With reference to our discussion earlier this morning about PLU, is BellSouth proposing a definition with regard to Issue 111 that is different from that definition of PLU?
A: I don't believe so.
Q: How about with respect to PIU, is BellSouth proposing a definition in this regard that would be any different from the PIU that we discussed earlier this morning?
A: I don't believe so. I think there's additional information on where that process would be found, as far as whether it's in a tariff or an Interconnection Agreement.

Page 78

Q: Is the audit process that BellSouth is proposing that which is used or expressed by its tariff with regard to interexchange carriers?
A: I believe there's some additional language concerning use of future technology on how to audit that's not covered in the tariff.
Q: With the exception of that additional language, is the language that BellSouth is proposing essentially the same that it provides for audits of interexchange carriers?
A: I believe so, but I'm not positive on every point.
Q: Why would PIU be at all relevant with respect to an audit procedure that is outlined by this section of the Interconnection Agreement?
A: Again, as we discussed earlier, you cannot apply a PLU without first applying a PIU, so there's no way to separate the two. They are both needed for getting down to what is the total local traffic that we should be billing for.
Q: In your testimony, and this is both in North Carolina and in Georgia, you take issue with MCI Metro's language with regard to usage transmitted via CABS. Do you recall that testimony of yours?
A: Yes.

Page 79

Q: What are you taking issue with in that regard? With the actual language that is proposed by MCI Metro or the fact that MCI Metro is here referring to usage transmitted via CABS? In other words, that it belongs somewhere else in the agreement?
A: Well, a real problem with the language is it's just confusing about what kind of audit we're talking about.
If you're talking about auditing the results of using all these factors and what billed charges are on your invoice, then that should be included in any kind of audit of the billing system.
If we're talking about auditing the PLU process, which I believe this section is getting to, the PIU/PLU, process, then this language doesn't belong there. It is just a confusing factor. CABS isn't really used to develop any kind of factoring information. It is the recipient of the information, and then it's used to bill based on the factor, but it's not used in developing it. So it's just, in our mind, a confusing factor.
Q: Are you saying that the usage data is not being transmitted through CABS?
A: Not for PIU and PLU development, no.

Page 80

Q: Okay.
A: Because really what's on the CABS bills that we send MCI is MCI's traffic that's terminated to BellSouth. Our PIU and PLU development is the other direction, so CABS isn't used.
Q: CABS is usage that is reported by the terminating carrier?
A: In the case of interconnection between CLECs, yes.
Q: Whereas PLU is information which is developed by the originating carrier?
A: Yes. And generally billed out of a retail type of application.
Q: Tell me about the so-called compromise that BellSouth has proposed. It's referenced in your testimony, I think page 16 in your Georgia testimony.
A: This is on the issue of monthly reporting?
Q: Excuse me. It's the wrong page reference, but it's the — it must be in your North Carolina testimony. Excuse me, it is in your Georgia testimony. I got them mixed up and I mixed you up.
It should be page 16 in your Georgia testimony. No, it's not there either. I know it's here.

Page 81

A: I think in Georgia, it starts on 18.
Q: 18, you got it. Sorry.
A: Yes.
Q: With regard to that compromise, is that language that has been agreed upon between BellSouth and any other CLEC?
A: Not that I know of. I don't think this issue has come up between any of the other parties before. Or if it has, I believe it was resolved. I just don't know if this has been offered and accepted or not.
Q: What you're proposing here is that PLU would be reported monthly for the first year of the agreement; is that right?
A: Could you ask that one more time?
Q: Are you saying that PLU would be reported monthly for the first twelve months of the Interconnection Agreement?
A: Not necessarily. Only if MCI, in MCI's opinion, has gained an end user or likely to gain an end user that would alter the traffic such that it would be beneficial to both to do a monthly factor. It's not automatic we'll do it every month for the first twelve months.
Q: Okay. But once it has implemented monthly

Page 82

and continues in effect for twelve months, then following that period, the PLU reporting will revert to quarterly reporting.
A: If it looks like the monthly factors aren't varying to a significant degree, then it's not necessary to continue the monthly. So it's only after each six-month review as to what, is the factor varying wildly or is it — if it's consistent, then there's really no need to keep a monthly report.
Q: Is your Georgia testimony in this regard a withdrawal of BellSouth's earlier proposal in negotiations that MCI Metro could provide monthly PLUs without restriction?
A: I don't know if that was a proposal we put forth or not.
Q: Does this compromise proposal represent, in your thinking, any withdrawal of BellSouth's previous position as you understand it?
MR. TWOMEY: Let me object to the form of the question on two grounds. Number one, I want to be clear as to which, quote, proposal you're referring to. And Number two, I think there's no foundation for the question to the extent you're asking him to compare with an earlier

Page 83

proposal based on his testimony that he's not aware that that was our proposal.
MR. WOODS: We can clear that one up.
MR. TWOMEY: Okay.
Q: (By Mr. Woods) What have been BellSouth's position or positions in the negotiations with regard to this issue?
A: I'm not sure what the earlier proposals were.
Q: Are you aware of any of them?
A: No.
Q: Back to CABS, there's a question that I need to ask. Do you agree that CABS records should be subject to audits?
A: Yes. I'm assuming that each month all of our CLECs audit the bills that we send to them.
Q: Would you agree that the contract has to provide for the auditing of actual local usage data?
A: I would agree that the contract should provide for auditing of the factor development based on whatever means each party has at their disposal to do that; whether it's using actual information or whatever technology is available to provide for that audit.
Q: So you would agree that the contract has

Page 84

to provide for the auditing of the usage data as it is developed through factors?
A: Yes. There should be an audit of the usage that's used. There should be allowances for each party to audit the usage factors that are developed based on whatever means possible.
MR. WOODS: I don't have any further questions.
Counsel, I referred earlier in the deposition to a data request that I may make. I would like to state on the record that that data request may be broadened to attempt to procure documentation with regard to any of the industry standards that have been referenced in the deposition this morning.
MR. TWOMEY: I understand. Just submit a written data request and we'll take it under consideration.
MR. WOODS: Thank you.
MR. TWOMEY: Does anybody on the phone have any questions for Mr. Stollard?
MR. KNIGHT: I don't have any questions. This Wayne Knight with the Public Service Commission.

Page 85

MR. TWOMEY: I have no questions of Mr. Stollard.
MR. WOODS: All right.
MR. TWOMEY: That concludes the deposition.
(Deposition concluded at 11:35 a.m.)

(The reading and signing of the deposition by the witness was reserved.)

Page 86

CERTIFICATE

STATE OF GEORGIA:
COUNTY OF FULTON:

I hereby certify that the foregoing transcript was taken down, as stated in the caption, and the questions and answers thereto were reduced to typewriting under my direction; that the foregoing pages 1 through 85 represent a true, complete, and correct transcript of the evidence given upon said hearing, and I further certify that I am not of kin or counsel to the parties in the case; am not in the regular employ of counsel for any of said parties; nor am I in anywise interested in the result of said case.

This, the 14th day of August 2000.

COLLEEN B. SEIDL, CSR-B-1113, RPR, CRR
My commission expires on the 7th day of October 2002.

DEPOSITION OF DAVID SCOLLARD/CBS

I do hereby certify that I have read all questions propounded to me and all answers given by me on August 10, 2000, taken before Colleen B. Seidl, and that:

____ 1) There are no changes noted.

____ 2) The following changes are noted:

Pursuant to Rule 30(e) of the Federal Rules of Civil Procedure and/or Georgia Code Annotated 81A-130 (B)(6)(e), both of which read in part: Any changes in form or substance which you desire to make shall be entered upon the deposition...with a statement of the reasons given...for making them. Accordingly, to assist you in effecting corrections, please use the form below:

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If supplemental or additional pages are necessary, please furnish same in typewriting annexed to this deposition.

DAVID SCOLLARD

Sworn to and subscribed before me,
this the day of .

Notary Public.
My commission expires:

COURT REPORTER DISCLOSURE

DEPOSITION OF: DAVID SCOLLARD

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/s/ Colleen B. Seidl, CCR-B-1113 8/10/2000

Signature of attorneys present: Date:

Return this form after review and/or signatures to the court reporter for inclusion in the record.

Please use reverse side for additional signatures.

DEPOSITION OF DAVID SCOLLARD/CBS

I do hereby certify that I have read all questions propounded to me and all answers given by me on August 10, 2000, taken before Colleen B. Seidl, and that:

____ 1) There are no changes noted.
____ 2) The following changes are noted:

Pursuant to Rule 30(e) of the Federal Rules of Civil Procedure and/or Georgia Code Annotated 81A-130 (B)(6)(e), both of which read in part: Any changes in form or substance which you desire to make shall be entered upon the deposition...with a statement of the reasons given...for making them. Accordingly, to assist you in effecting corrections, please use the form below:

Page No. 5 Line No. 21 should read: Signaling to indicate a number to which a call ~~should b~~

And the reason for the change is: transcribed incorrectly.

Page No. 6 Line No. 20 should read: believe the actual field name in the signaling is

And the reason for the change is: Transcribed incorrectly.

Page No. 12 Line No. 11 should read: which ANI in signal will be recorded or, in the

And the reason for the change is: transcriber incorrectly

Page No. 15 Line No. 25 should read: cases of telephone numbers; for example, in same AIN

And the reason for the change is: transcribed incorrectly

DEPOSITION OF DAVID SCOLLARD/CBS

Page No. 24 Line No. 11 should read: these Calls

And the reason for the change is: transcribed incorrectly

Page No. 26 Line No. 14 should read: factors in those cases where CPN is not delivered and

And the reason for the change is: transcribed incorrectly.

Page No. 27 Line No. 14 should read: looking at the total traffic, so it's not an

And the reason for the change is:

Page No. 37 Line No. 12 should read: Carrier is the only party that knows whether that

And the reason for the change is: transcribed incorrectly

Page No. 38 Line No. 10 should read: think they can record it in a switch recording.

And the reason for the change is:

Page No. 45 Line No. 9 should read: The PIIV is percent Intra State Inter-LATA

And the reason for the change is: transcribed incorrectly.

Page No. 47 Line No. 25 should read: as the customer of record.

And the reason for the change is: transcribed incorrectly.

DEPOSITION OF DAVID SCOLLARD/CBS

Page No. 49 Line No. 17 should read: Call directly to MCI. For billing on a billing and collections

And the reason for the change is: transcribed incorrectly

Page No. 50 Line No. 18 should read: The industry decided in the interim" Let's don't

And the reason for the change is: transcribed incorrectly.

Page No. 71 Line No. 1 should read: of those by clearly defining for each type of

And the reason for the change is: ___

Page No. 75 Line No. 19 should read: service.

And the reason for the change is: transcribed incorrectly

Page No. ___ Line No. __ should read:

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DEPOSITION OF DAVID SCOLLARD/CBS

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And the reason for the change is: _____

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If supplemental or additional pages are necessary, please furnish same in typewriting annexed to this deposition.

David Scollard

DAVID SCOLLARD

Sworn to and subscribed before me,
this the 24th day of August 2000.

Notary Public.
My commission expires: March 5, 2001

AUG 31 2000

EXHIBIT _____

Docket No. 000649-TP

Deposition of W. Keith Milner

Offered by: WorldCom

FLORIDA PUBLIC SERVICE COMMISSION
DOCKET NO. 000649-TP EXHIBIT NO. 4
COMPANY/ WITNESS: Milner
DATE: 10-4-00

STIP-WKM-D

In The Matter Of:

Petition of MCImetro/BellSouth Arbitration

W. KEITH MILNER
August 11, 2000

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BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In Re: Petition of MCImetro Access Transmission Services, LLC and MCI WORLDCOM Communications, Inc. for Abritration of Certain Terms and Conditions Of Proposed Agreement with BellSouth Telecommunications, Inc. Concerning Interconnection and Resale Under the Telecommunications Act of 1996) Docket No. 11901-U

DEPOSITION OF
W. KEITH MILNER

August 11, 2000
9:05 a.m.

675 West Peachtree Street
Atlanta, Georgia

Colleen B. Seidl, RPR, CCR, CCR-B-1113

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and

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Alpharetta, Georgia 30004

Also Present:

Patricia A. Christiansen, Florida Public Service Commission, (via telephone)

Page 3

(Reporter disclosure made pursuant to Article 8.B. of the Rules and Regulations of the Board of Court Reporting of the Judicial Council of Georgia.)

W. KEITH MILNER,

having been first duly sworn, was examined and testified as follows:

EXAMINATION

BY MR. WOODS:

Q: Please state your name.

A: My name is W. Keith Milner. My last name is spelled M-i-l-n-e-r.

Q: What is your address?

A: My business address is 675 West Peachtree Street, Atlanta, Georgia.

Q: And are you the same Keith Milner who caused to be filed testimony in North Carolina and in Georgia in the arbitration cases there pending between MCI Metro and WorldCom and BellSouth?

A: Yes, I am.

Q: My name is Ken Woods. I'll be asking you some questions this morning on behalf of WorldCom and MCI Metro. If at any time you do not understand one of my questions, please let me know and I will try to rephrase that question.

Page 4

A: Okay, thank you.

MR. WOODS: Who is on the line this morning?

Patty Christensen, with the Florida Public Service Commission. It's my understanding that the parties will also use these depositions in the Florida arbitration and Docket 000649, the arbitration between MCI and BellSouth in Florida?

MR. O'ROARK: Yes. The depositions will be available for use in that proceeding as well as in the arbitration proceedings pending in Georgia, North Carolina and Tennessee.

It's good to have you with us this morning. Anybody else on the line?

Q: (By Mr. Woods) All right. Mr. Milner, this morning, I will use the terms MCI Metro and WorldCom interchangeably. Regardless of which of those terms I use, will you understand that these terms refer to the party that is contracting with BellSouth in these arbitrations?

A: Yes, that's fine.

Q: Thank you. I want to ask you some questions with regard to your testimony regarding the collocation issues and I want to begin with Issue 55, if I may.

A: Okay.

Q: Can you tell me what BellSouth's position is at present with regard to that issue?

A: I'm sorry, would you refer me to — are we going to work mostly out of the Georgia testimony that I filed?

Q: Probably mostly out of Georgia, that's correct.

A: If you'll give me just a moment. Did you ask me for BellSouth's position?

Q: Yes.

A: As I state there on page 24 of my direct testimony, BellSouth is not opposed to the establishment of an interval for its preparation of a response to MCI's request for collocation. In fact, we've committed to returning a response in two different time frames. The first response, which the FCC referred to in one of its orders, is a response that tells MCI whether space is available or not, and we do that within ten business days of the time that we receive in this case MCI's request.

And then after that, within 30 days

Page 6

BellSouth provides another response, presuming that space is available, that is more detailed and provides information about the time in which BellSouth can do its part of the work to make the collocation arrangement available and also the price to MCI for having done that work.

Q: With regard to the 30-day period, does that commence upon BellSouth's receipt of a complete application request?

A: Yes, both of those dates do. Let me be clear that the first ten business days for the response as to what space is available are not run concurrent with the first ten days of the 30 days. In other words, there's not ten days and then you start the clock over for another 30 days. In other words, after ten business days we give a response on whether space is available, and then 20 business days later, for a total of 30 days, we tell you about the time required to do the work and the price.

Q: All right. Based on the rebuttal testimony that you filed in Georgia, is BellSouth now willing to provide the complete response which would mean the price quote and configuration information within 30 calendar days?

A: Yes. And the reason for that is that

Page 7

Georgia is different in one or two regards. That the Georgia Commission has already established a rate per square foot for what we call space preparation charges, so that takes a little bit of the work out of having to figure out a detailed price because the Georgia Commission has already said you multiply the number of square feet that the collocation arrangement requires times $100 per square foot and that is your space preparation charge. So in Georgia there's less work involved in doing that 30-day response, so in that case we're willing to do it in 30 calendar days rather than 30 business days.

Q: The fact that BellSouth is willing to provide that response within 30 calendar days, does that represent a change in BellSouth's position at least insofar as Georgia is concerned?

A: I guess you could say so, yeah.

Q: That 30 calendar day response is also based on apparently a Georgia Commission decision in the Intermedia arbitration?

A: Yes, I believe you're right.

Q: When was that decision made by the Georgia Commission?

A: I'm not sure of the exact date. Fairly recently though, in the last several months I would

Page 8

say.

Q: The position of BellSouth that it would provide the price quote and configuration within 30 calendar days, does that apply only to Georgia?

A: Yes.

Q: So it's 30 business days as far as the other states are concerned?

A: That's right, and the difference being predicated on the amount of work that has to be done. In Georgia, as I mentioned, it's a little simpler because the Commission has established a rate for square foot already.

Q: Would I be correct in assuming that if other commissions were to decide that there was a certain charge per square foot for space preparation, that BellSouth would change its position as it did also in respect to Georgia?

A: Yes, we would be willing to do that. Let me explain a little bit. Our policy is really predicated on the amount of work that has to be done and so if, as you suggest, a commission either, let's say a tariff was filed by BellSouth that set a rate per square foot or if the commission ordered a rate for space preparation per square foot, then that takes work out of the process and we would

Page 9

be willing to go to a 30 calendar day response in those states as well.

Q: What form does BellSouth require a CLEC to submit for an application for space?

A: Well, we have a form and I forget the name, the acronym is BSTEI, but basically there's a standard form that all CLECs use to request a collocation at one of our Central Offices. In fact, I think there are two. I think the one for application is called BSTEI-1, but all CLECs use the same form.

Q: What kind of information must a CLEC submit in that form?

A: Well, generally the CLEC is telling BellSouth the amount and types of equipment, the power requirements that that equipment will have, and the amount of square footage that the CLEC thinks that that equipment will require. Both the equipment that will be installed initially and some forecasted space for future equipment placements.

Q: Must the CLEC request a particular form of collocation in that request? By that what I mean is, must a CLEC request only one form of collocation? For example, caged physical collocation as opposed to submitting a form with alternative forms of

Page 10

collocation requested?

A: I believe you're right, that the CLEC would make its preference known at the time it placed its application of whether it wanted a so-called caged arrangement or a cageless arrangement. But there's not a sort of a menu or decision tree that says "I want this, but if that's not available, give me this. And if that's not available, do this."

Q: In other words, it's not provided for in the form for a CLEC to select a second or third alternative form of collocation?

A: I don't believe so. I haven't looked at that form lately. But if we do allow that, that's very recent, I don't know about it.

But, no, the form, as I recall, just allows the CLEC to make its choice, and then we would tell the CLEC whether that choice is, whether or not BellSouth can accommodate it.

Q: If the CLEC requests caged physical collocation and space is insufficient for that purpose, what would BellSouth do in response to that application?

A: Well, we would return that application to the CLEC and say we can't accommodate what you're asking to do. But we very often do say — you know,

Page 11

if there are alternatives that we know about, we convey that information at the same time. In other words, if there's not room for caged collocation, but we believe there is room for cageless, then we would inform the CLEC at that time.

Q: Would the CLEC then have to resubmit an application based on using the example that you've just mentioned cageless physical collocation?

A: Yes, and, you know, I would expect what the CLEC would do would be to review its business plans, decide if the second method was, you know, was acceptable to it or not and would resubmit an application if it found that that second method was acceptable.

Q: And upon resubmitting the second application, that would restart the period for BellSouth to respond to space availability and also then to respond to conferring a price quote and configuration information?

A: Well, it would restart a time clock, but a good amount of the work that is required would have already been done. Let me emphasize that BellSouth's policy is to return its responses as quickly as it can, but within these intervals that we talked about.

So if there were not room for a caged

Page 12

collocation but there is room for cageless, then there's less work involved because a lot of the preparatory work BellSouth has already done.

For example, if MCI changed its request and said "I will accept cageless collocation, but I'm going to put a different amount of equipment or a different configuration," something of that nature, then there's that work to be reassessed. But if the only thing that changed was the form of collocation, that is cageless instead of caged, then much of the work that BellSouth had already done, you know, is still good and the second response wouldn't take as long as the first perhaps.

Q: But again, using that example that we've been talking about, the intervals for BellSouth to respond to the second application, as far as the contract would be concerned, would be the same as the intervals for the first submission?

A: Yes. And the reason for that is that MCI is free to change the configuration of its equipment, the amount of equipment, you know, to change other factors other than just whether the arrangement will be caged or cageless.

Q: Let's go back to talking about the application.

Page 13

Tell me what would cause the application to be considered incomplete by BellSouth?

A: If some of the information that BellSouth needed to respond to were not present on the form. For example, if the amount of square footage was not there or the types and quantities of equipment were not shown, then that would be — that would prevent BellSouth from giving an assessment of whether it can accommodate the request or not.

Q: Must all fields on the form be completed?

A: Yes. I mean all the fields are there for some reason. It's information that BellSouth needs in order to make its assessment of, A, whether the space is available or not, and B, if space is available, the time that it will take to do the work required to make the collocation arrangement complete.

Q: If BellSouth considers the application incomplete, what is the next step? What happens?

A: Well, if the application is incomplete, then the application at the point that that's determined, that application is returned to, in this case, MCI and the reason is noted as to why the application is incomplete.

Q: And then at that point, MCI, for example,

Page 14

would resubmit the application and that resubmission would be subject to the same intervals that BellSouth proposes?

A: Yes, it would. Again, the goal that BellSouth has is to return the information to the requestor as quickly as we can. There's work to be done by BellSouth responding to what the collocator wants and to the extent that that information is incomplete, then some work can't progress. Maybe some other parts of the work can progress and the entire application won't take as long to process the second time as the first.

But the response is — or the response time is a function of the amount of work that BellSouth has to do and the completeness of the information that it receives from MCI let's say.

Q: What are the steps that BellSouth takes to determine space availability?

A: Well, broadly, BellSouth has to look at the type of collocation that the collocator has requested — that is, whether it's caged or cageless — to see where in the Central Office that arrangement might be located.

If the arrangement, for example, is to be caged, then there are things like aisle widths that

Page 15

have to be maintained, heating and cooling and ventilation, things like that that have to be considered, which are different than if the collocation arrangement is cageless.

So that's one factor is the location within the Central Office based on the type of collocation arrangement.

The type of equipment is important to us for a couple of reasons. We need to know what the power drain is for the equipment, so we need to build our power plant accordingly. Also the type of equipment tells BellSouth the type of grounding that is appropriate for that type of equipment. You may know that basically there are two types of ground supplies in a Central Office; one is what we call the integrated ground supply and that's useful for most things other than switching equipment. Switching equipment has to have its own ground supply, which we call the isolated ground supply or ground plane, you'll here that term. Those ground supplies have to be isolated from each other or separated from each other by a certain distance to prevent people from being electrocuted by inadvertently touching both ground supplies at the same time.

So that's another factor that has to be

Page 16

considered and that is to look at the type of equipment, the quantity of equipment, to see how much heating and cooling, how much heat it's going to release, so we know what amount of heating and cooling is required. That will tell us where the ducts have to be placed overhead and whether the existing heating and cooling plant is sufficient or whether we've got to make changes to that.

The type of equipment on the application again tells us about what type of grounding it will be hooked to. Also the amount of power that it's going to draw; again to see if things like rectifiers, the backup generator, all of these things are sufficient or whether they will have to be augmented as well.

So all of those things that BellSouth does generally are in response to what the CLEC has said to BellSouth in its application as to the type and configuration of its equipment and the arrangement itself, whether it will be caged or cageless.

So basically the whole response time is spent in trying to figure out the right place in the Central Office to place that equipment and the types and amount of work that will have to be done by BellSouth to accommodate that in terms of heating and

Page 17

cooling, powering, overhead cable racking. In some cases there might be other work that would have to be done, such as removal of walls or partitions, asbestos abatement and lots of other things. But broadly, that's the type of work that has to be assessed.

Q: These same steps that you've mentioned, many of those would, I would assume, go into determining the price quote as well?

A: In some states yes. In Georgia, no. The commission, as I mentioned earlier, has already established a rate per square foot for space preparation. And space preparation is a good description of what we're talking about here, so the Georgia Commission has already set a rate.

Q: For Georgia then, because the commission has set a rate with respect to space preparation, why does BellSouth need any time beyond the initial ten-business-day period?

A: Well, mostly for the — it doesn't need a lot of time to determine the price, because the price is a function of the square footage times $100 per square foot.

Most of the time is used in determining whether that configuration can be accommodated and

Page 18

the time that it's going to take to fit the arrangement, upfit it. That is, to do all that work that we just talked about. Modifying the power plant if that's required, placing overhead cable racking, augmenting or changing the heating and cooling system, all of those things. So that has to be done regardless of the price.

Q: When you say configuration, then, are you referring to something other than determining where in a facility to place equipment and — well, are you using that term to refer to something other than where in a facility to place equipment?

A: Yes. I'm using that to mean work that is in addition to that. I mean that determination has to be made as to where in the Central Office that arrangement can be placed, but then there's other work that has to be done. As I mentioned, determining the adequacy of the heating and cooling, determining the adequacy of the power supply, determining the adequacy of overhead cable racking. You know, all of those what we call infrastructure elements would have to be assessed and the amount of work determined such that we could tell you when all that work could be accomplished.

Q: That's all part of the configuration

Page 19

aspect of the response?
A: Yes. I'm sorry to cut you off. But yes, that's right.
Q: How much of that same work that you've mentioned with respect to configuration would have to be done for cageless collocation as opposed to caged collocation?
A: All of those things have to be done. In terms of the caged arrangement, the only thing that is really different in terms of the assessment work is the time for building the cage itself, which is done in parallel with these other work steps of augmenting the power supply, augmenting the heating and cooling system, all of that. So all of those work steps are done whether the arrangement is caged or cageless.
Q: BellSouth is advocating the same period for providing a price quote with respect to cageless collocation as it does for caged collocation; correct?
A: Yes, that's correct.
Q: Has BellSouth done any time and motion studies to determine whether or not there's any difference in the time that it takes to determine price quotes and configurations for cageless as

Page 20

opposed to caged?
A: I'm not sure what you mean by time and motion studies. We've got a good amount of experience in determining the time required for both caged and cageless, but I'm not aware of any formal time and motion study.
But we do have extensive experience in understanding how long it takes to reply to a collocator's request for caged and for cageless arrangements.
Q: How does BellSouth forecast demand for collocation?
A: In a couple of different ways. To the extent that collocators themselves provide forecasts to BellSouth of their future needs, then we use that input in planning for, you know, floor space augmentations or things like that.
If the collocators do not provide forecasts, and many do not, then we trend what experience we do have in terms of how much space has been requested, how many applications we've received, and we forecast the future based on that.
So the answer to your question is we use both historical information and to the extent that they are available, we use collocators' forecasts

Page 21

that they provide to us.
Q: How does a collocator forecast its demand or in what form? In the application?
A: No. No. There's other means by which a — well, let me start over.
The collocator when it places its request can include in that request space that it wants for future needs. I don't know if you mean by that is that part of their forecast or not, but I would say that that would include the collocator's understanding of what their needs are going to be in the planning horizon they have chosen, which is often a couple years.
So, yes, BellSouth understands what the collocator has asked for and understands that part of the space that's being requested may be for future needs.
But your question was, does the application itself serve as the forecast? It does for the space that's being requested in that that space can be used now and, you know, in the foreseeable future. But there are other means by which a collocator could signal its future needs and I would expect that to be in letter form or something like that that says "BellSouth, I have collocation in

Page 22

these Central Offices and I expect next year I'll need collocation in these others and here are the, you know, here are the amounts of space I believe I'll need."
Q: In the application itself, is it a required field for the collocator to state what future needs it may have?
A: No. It's not a requirement, but I think both parties benefit by the sharing of forecast information to the extent that it's done.
BellSouth is not required to make building additions or to lease space to accommodate collocation, but where we do plan building additions, we include collocators' future needs in those plans. So to the extent that collocators provide us that information, then our own plans for augmenting buildings are better.
Q: Does BellSouth keep information with regard to forecasted demand on a per Central Office basis?
A: Yes. I mean it's not a very formal process, but to the extent that collocators have given us those forecasts of their future needs, they are by Central Office. Otherwise they have no meaning to us.

Page 23

For example, for MCI to say "BellSouth, next year I'm going to need 10,000 more square footage of collocation space, but we don't know what Central Offices those are in," you know, a breakdown by Central Office, that information just, you know, has little meaning to us.

But yes, where we do have, have been provided information on a Central Office basis, then our space planners have that information and keep it with other Central Office records.

Q: Now, BellSouth removes space from consideration that BellSouth occupies; is that right?

A: Yes. I mean the equipment that we have that's already in place is removed from the gross amount of available square footage and also the space that BellSouth has reserved for itself for future needs is also taken out of that gross square footage in the same fashion that the collocators' equipment is removed from the gross square footage and the collocators' reserve space is likewise taken out.

So BellSouth reserves space for its own future needs and allows collocators to do the same.

Q: If BellSouth is occupying space at a facility for some purpose other than for switching and collocation — in other words, let me use an

Page 24

example.

Say BellSouth has administrative personnel that are occupying space at a Central Office and those personnel are not fulfilling a function that is directly concerned with that Central Office, does BellSouth consider the space that those folks occupy as occupied and consequently not available for collocation?

A: Yes. Yes, BellSouth considers the use of space by its administrative personnel to be legitimate space usage within central offices, yes. So that's part of the occupied space.

Q: So in that, BellSouth would have that consideration or BellSouth would take that position regardless of the functions of the administrative personnel?

A: Yes.

Q: Is there any circumstance by which personnel or equipment at a Central Office which is not used for the function of that Central Office, that is to say switching and collocation, that BellSouth would consider removing from those premises in order to accommodate additional collocation space?

A: Yes, there are instances. First of all, BellSouth does not believe

Page 25

it's obligated to remove any administrative personnel from a Central Office building in order to accommodate collocation.

There may be equipment in place that has been retired, is no longer in use, and BellSouth is willing to remove that unused equipment in order to make collocation available.

In other words, let me give you an example. Let's say that a certain piece of equipment has been replaced by a newer version of that same equipment. The old equipment is still, you know, on the floor, it's bolted down, it's not in service, it is not carrying traffic. BellSouth is willing to physically remove that equipment in order to make space for collocation for MCI or other CLECs.

Q: Would BellSouth remove, using your example, the unused equipment absent a request from a collocator for space?

A: It depends. Sometimes that equipment will be removed, sometimes it will be left there for a long period of time.

There are two aspects to removing the equipment: There's the cost of the physical removal and there's also the service risk to adjacent equipment by working in and around that equipment.

Page 26

So it has to be done very carefully.

It's expensive to remove equipment and there's also a service risk, that you cut the wrong cable or do something like that inadvertently. So it's approached very carefully.

Q: Are you telling me in some cases, then, BellSouth affirmatively removes obsolete equipment even where there is no request for space from a collocator?

A: There are cases, yes. Now, equipment that might be — let's be careful about our use of the word obsolete. I won't use that phrase, but there's equipment that might not be useful in Central Office A that is useful in Central Office B. So the equipment in Central Office A may be removed such that it can be reused in another location. I don't call that obsolete equipment. But yes, there are cases where even absent a demand for the space for use by collocation, that BellSouth would affirmatively, would proactively remove the equipment to be used someplace else.

Q: Does that affirmative activity by BellSouth sometimes involve obsolete equipment?

A: Yes. It could also extend to that case, yes.

Page 27

Q: You also mentioned space being reserved by BellSouth. If BellSouth has reserved space in a Central Office for a purpose other than for switching and collocation, does BellSouth consider that space unavailable to collocators?
A: Yes. And let me be a little more precise. You said if we have reserved space for switching. There are other types of equipment, power equipment, transmission equipment, you know, so not only switching equipment but other types of telecommunications equipment.
Q: That's fair enough. But if BellSouth does reserve space at a Central Office for a purpose other than for providing telecommunications services or collocation, BellSouth will consider that space unavailable?
A: Yes. And, likewise, the space that the collocators have reserved for their future needs is likewise removed from consideration.
Q: I want to ask you some questions about building codes, because you mentioned it in your testimony.
Are there any building codes that you know of that prevent physical collocation altogether?
A: None come to mind. Most of the problems

Page 28

we have had in accommodating collocation regarding building codes was the manner in which the collocation arrangements were to be made.
In Florida I recall that some permitting agencies determined that collocation arrangements were really a form of condominiums and required at one point fire rated walls between those. We and some CLECs negotiated with them and they, you know, changed their position.
So in answer to your question, I'm not aware of any building permit that prohibits any form of collocation, but there have been building codes that did limit the way in which BellSouth could accommodate collocation.
Q: You mentioned the example concerning the fire walls. Are there any other examples in which BellSouth has been involved with a municipality that claimed that its code prevented or limited collocation?
A: Yes. There were other cases where permitting agents required a second entrance to the building, at the same time required some accommodation of Americans With Disabilities Act requirements such that new ramps were required.
So, yeah, there have been a number of

Page 29

different types of permitting agency requirements in order for BellSouth to accommodate collocation.
Q: Have all the instances of that sort of municipal activity occurred in Florida?
A: No. There have been other states where permitting agents have taken similar stands. I think most of the — I won't call them problems, but situations that have arisen have come up in places like Florida and Georgia, perhaps North Carolina, where collocation activity itself was present in greater volumes, in more places.
So I think we encountered those situations early on in Florida and Georgia primarily because that's where collocation was going to occur first.
Q: Any other examples that you can think of with respect to municipal enforcement of building codes?
A: Not off the top of my head. Those were the ones that we heard about early on.
Q: Are there codes that — and you may have alluded to this as part of your response. Are there codes that affect space allocations within a Central Office?
A: I'm not sure if I understand your question.

Page 30

If you mean does the building code itself determine the apportionment of what space is available between BellSouth and collocators, I'm not aware of that being the case. I'm not sure that permitting agencies would really care.
What they do care about is conformance to electrical codes, conformance to safety codes, such as aisle length, aisle width, distance to the nearest exit, and those types of things.
So I'm not sure if I understood your question.
Q: How does the National Fire Protection Act affect collocation?
A: Well, it affects it in a couple of ways. That code requires a couple of different things. It requires or it sets requirements for how the equipment itself is installed, to what power supplies and all of those things. So at a base level, the equipment itself has to be installed in a certain way to meet that fire code as well as the National Electrical Code, and then there are also safety codes, as I mentioned, about walking distance to the nearest exit, the width of the aisle to get there, things of that nature.
Q: With regard to the safety codes,

Page 31

specifically with regard to electrical codes, tell me how they affect collocation.
A: Okay. The electrical codes determine the physical installation of the equipment, how it is powered, what ground supplies are suitable, all of those types of things. I'm not sure to what level you want to go, but the electrical code shows, you know, for example, what gauges of wires are suitable for certain applications based on power load and the length of the cabling that will be used. So it's fairly specific requirements for the wiring and the cabling that has to be placed to power the equipment to ground it properly.
Q: Would any of these safety codes, in your experience, altogether prohibit physical collocation?
A: Well, yes, they could. In other words, if a collocator suggested an arrangement for its equipment that was in violation to one of these codes, then BellSouth could not knowingly allow that because to do so would make BellSouth in violation of those same codes since we're the landlord.
So we can't knowingly allow an arrangement that is not in conformance with electrical codes and local safety codes.
Q: Have you experienced an instance in which

Page 32

a collocator requested an arrangement that you could not permit because, in your estimation, it may violate a safety code?
A: Yes, there have been some, and we've worked through them. Some were due to lack of knowledge about what the codes were on behalf of a collocator. Others were the result of errors in the way the equipment was installed in some places.
Equipment has actually been installed in the racks backwards and power cables run down the front of the equipment and underneath it and back, which is in violation of the code. In other places the equipment was installed in such a way as to reduce the aisle width inappropriately and the equipment had to be physically moved.
So, yes, there have been cases where the installation of the equipment has been improper and before we would agree with the collocators using that equipment, it had to be rearranged in order to meet the safety codes. So, yes, there have been some cases like that.
Q: Other than dealing with aisle width, have there been any instances where the codes would prohibit physical collocation as a matter of space allocation?

Page 33

A: Yes. You said aisle width. I mentioned two cases; one was in the way the collocator had wired its equipment. It had installed the equipment backwards in the frame and caused the power leads to come down on the wrong side of the frame inappropriately. So not only aisle width, but the basic electrical wiring of the equipment has also caused some problems.
Q: On page 26 of your direct testimony in the Georgia case —
A: Yes.
Q: — you referred to certain design practices that BellSouth has to take into consideration. Can you tell me what those are?
A: Yes. I think I lay out most of them on — they are on page 26, beginning line 12. These are things like the maximum equipment lineup length; that is, the lineups. The aisle of the equipment itself. Walking or travel distances to the exits. The aisle widths in front of and in back of the equipment such that the people working on them can work safely.
So all of those, you know, all of those things that I mentioned there on page 26 are what we call design practices.
Q: Are there any practices other than what

Page 34

you have mentioned here on page 26?
A: Help me with your question.
Q: In other words, is your discussion on page 26 comprehensive with respect to what design practices BellSouth must consider?
A: Design practices in terms of space collocation, these are the ones that are appropriate; but BellSouth has rooms full of designs practices for how it configures its own network, for example, that are not included here.
Q: Fair enough. Are you familiar with a ruling of the Florida Public Service Commission that requires a complete response by BellSouth to an application within 15 days?
A: I believe you're referring to the generic collocation docket in Florida. Yes, I'm aware of that.
Q: Can BellSouth meet that time period?
A: It will meet it. Simply, we're going to do whatever we can do to conform with the Florida PSC's requirements.
Q: If BellSouth can meet that time period in Florida, why can't it do the same in the other states?

Page 35

A: Well, I'll have to go back and check to be sure, but I think I recall that that's one of the issues in that case that BellSouth has sought reconsideration on. I just don't recall the status of that reconsideration. It's been a while since I've looked at that.

But BellSouth's belief still is that it takes those 30 days that we have been talking about to do a thorough job of determining what work has to be done; and in Florida, for example, the price that that work will cost.

Q: All right. Let's move on to Issue 56. Okay. This issue deals with adjacent collocation arrangements. Can you tell me what you understand to be such an arrangement?

A: I'll give you BellSouth's view of what an adjacent collocation arrangement is. Where space is inside the BellSouth Central Office has been exhausted and there's not room inside the Central Office to accommodate physical collocation, then adjacent collocation may be used and that would be in the form of some structure. It could be a separate building or often a controlled environment vault, which is a concrete structure that's generally buried under the ground, but some structure that would

Page 36

accommodate the physical placement of the collocator's equipment.

It's on the same property as the BellSouth Central Office, but it's some structure that's outside the BellSouth Central Office, but on that same property.

Q: Does the adjacent collocation site necessarily have to contain any structures?

In other words, could it be vacant land?

A: I don't believe so. My recollection of the FCC's order was that it talked about this adjacent collocation arrangement being some structure that would be provided or otherwise procured by the collocator rather than the incumbent local exchange carrier.

In our case, the adjacent collocation would be in some structure that MCI, you know, provided for itself or acquired for itself rather than BellSouth providing that CEV or structure or hut or whatever that happened to be.

Since we're talking about collocation, we're talking about the placement of equipment. Obviously, you would want to protect the equipment from weather, so there's going to be some sort of physical structure within which the equipment would

Page 37

be placed.

Q: I guess what my question really concerned was, if BellSouth has property that is adjacent to the Central Office, would BellSouth consider a CLEC placed structure on that property to be encompassed by adjacent collocation?

A: I'm going to need help with your question. Let me take a run at it and you tell me if I got there or not.

Q: Sure.

A: If we're talking about a parcel of land that is perhaps adjacent to the parcel on which BellSouth's Central Office is located, BellSouth does not consider that adjacent collocation. Our view of the FCC's order and the Florida Commission's order is that adjacent collocation is some structure on the same parcel as BellSouth's Central Office, and the collocator is free to place a structure on that same parcel of land.

What we don't believe is embraced by adjacent collocation is on a different parcel of land or a parcel of land that is down the street or a few blocks away or something of that nature.

Q: Tell me what you mean by parcel?

A: Well, I mean — I'm not a real estate

Page 38

lawyer, but I would mean one piece of property that's separately needed.

Q: Okay. I mean within, let's say we're dealing with the City of Atlanta and there is a Central Office located in downtown and next door to that Central Office there is a building that BellSouth uses for a purpose that is not connected directly to the functioning of that Central Office. Would BellSouth consider that facility to be a potential adjacent collocation site?

A: No, sir; and for a couple reasons. First of all, we're talking about a different parcel of land.

Second, the FCC's requirement was that BellSouth fill out a collocation where its own telecommunications equipment was located.

In your question, you said that BellSouth was using that building on a different parcel of land for some other purpose than housing equipment, I think you said. So in that case, two problems: One, it's on a different parcel of land; and second, BellSouth does not have telecommunications equipment in that building.

Q: And you're using parcel to mean the property that has been included within a deed or some

Page 39

other form of ownership that includes the land where the Central Office is located?
A: Yes.
Q: How about if that structure located next door is on the same property, part of the same property that includes the Central Office?
A: Okay.
Q: Is your answer the same or is it different?
A: Well, basically it's the same, but let me point out the difference.
Let's say there are two, let's say there's a Central Office building and there's another structure of some type, a garage or a work center or whatever, that just happens to be on that same piece of property. Then even though they are on the same parcel of land, the second condition kicks in and that is if that structure, building or whatever, does not house telecommunications equipment, then BellSouth believes it's got no obligation to allow collocation in that other structure.
It does believe it has an obligation if space is available to allow collocation in a Central Office, because that's where our equipment is. But if there's another building or structure on the land

Page 40

that does not house telecommunications equipment, then our belief is that we have no obligation to allow collocation there.
Q: Using that example, if a CLEC was willing to construct a structure on that property to house its equipment, would BellSouth provide the cabling and other facility to the CLEC structure? Or BellSouth would not even permit the CLEC to build a structure on that property?
A: Well, I'm going to have to break your question down in two or three parts. Adjacent collocation by the FCC's rules is available to CLECs when space is exhausted within the Central Office building. So let me take that piece first.
If MCI came to BellSouth and said "I know there's space inside your Central Office for collocation, but I would rather have my own controlled environmental vault out here underneath the parking lot, can we do that?" And then we would say "no," because we don't think we've got an obligation to do that absent an exhaustive space inside our Central Office.
To the second part of your question, you said would we provide cabling. We will provide some cabling for providing power to that, as we're

Page 41

obligated to do, but there are other forms of cabling which we're not obligated to provide. There's also the cabling inside the structure itself that would be the collocator's obligation, not BellSouth's.
Q: Again, using that example, this is an instance where space within the Central Office is legitimately exhausted. There is property which is adjoining the Central Office and which is owned by BellSouth, and let's say it's part of the same parcel, and the CLEC is willing to install a structure on that property to house its equipment. Would BellSouth permit that to take place?
A: I think you said there's a parcel adjacent.
Q: No. Part of the same parcel, but it's property which is adjoining the Central Office.
A: And to make sure I understand your question, you said and space inside the Central Office has been exhausted?
Q: Yes, sir.
A: Yes, in that case, this is property that BellSouth owns and, if I'm clear on your question, that's the same piece of property the Central Office is located on. Am I correct so far?
Q: Yes you are.

Page 42

A: Then yes. That's the case that I think the FCC was talking about is where space has been exhausted inside the Central Office, but there is room on that property for the collocator to place its own structure, I think that's exactly what they envisioned.
Now, if there's another parcel of land down the street that BellSouth happens to own, then that's the first case we talked about, and BellSouth doesn't believe it's got an obligation in that case.
Q: Using my example, if the CLEC requests BellSouth to build structures on the adjoining property, which is part of the same parcel, for the purpose of providing collocation to that space, will BellSouth do that?
A: No. No. FCC's requirements we think were pretty clear that adjacent collocation is the responsibility of the CLEC to provide that structure. If my recollection is correct, it says that the collocator provides or otherwise procures. That's not a quote, but I think that's what they were getting at in their collocation order.
Q: On page 28 of your Georgia direct testimony, you referenced BellSouth's adjacent arrangements at remote sites.

Page 43

What arrangements are you referring to?
A: I'm sorry. On page 28 did you say?
Q: It's on page 28 of your direct testimony filed in Georgia.
A: I'm there, and which line were you referring to? On line 2, I think.
Q: Make sure I have the right page. Actually lines 4 and 5 on page 28.
A: Okay. Yes. What I'm referring to here, and I should have been a little more clear in what I mean by remote site.
For example, outside BellSouth's Central Offices are other types of equipment, like digital loop concentrating equipment, other things like that. If you are driving down the highway, you'll see these sometimes green, sometimes aluminum metal boxes on the side of the road that house some of this equipment. That's what I'm referring to here as a remote site.
What I was explaining in this part of the testimony is that BellSouth uses AC, alternating current, power to those sites and then converts AC to DC using equipment within that structure.
So BellSouth itself does not extend DC power from its Central Office to its equipment

Page 44

outside, but rather powers that equipment with AC and then converts that internally if the equipment requires DC current, DC power supplies.
Q: Okay. You were not there then referring to any collocation arrangement in which BellSouth is the collocator?
A: No, I was not.
Q: Collocated equipment runs on DC power; is that right? I'm no electrician, but that's my understanding?
A: Most of it does. There is equipment that runs on alternating current, AC, but yeah, I would say most equipment, telecommunications equipment, runs on DC.
Q: Is the National Electric Code violated by BellSouth running DC power to an adjacent collocation arrangement?
A: We believe it is. The electrical code talks about the types of cables that are appropriate for being placed underground or overhead between two structures; and today we have not found a cable that is appropriate for that use that's also appropriate for the use of carrying DC current over.
Q: Can you cite me a provision of the National Electric Code that you think does not permit

Page 45

DC power to an adjacent collocation arrangement?
A: I don't have the code here in front of me. So no, off the top of my head, I can't provide you a cite.
But generally what the code talks about is the types of cables that are appropriate between two structures; that is, you know, run from one building let's say to another. And the types of cables that they say are appropriate in those cases are the types that are used for carrying AC rather than DC.
Q: In those provisions that you're referring to from the National Electric Code, do they mention DC power at all?
A: My recollection is that they do, yes. Again, I don't have the code in front of me, but my last reading of it was that it did.
Q: Would you be willing to provide WorldCom with a copy of the code sections that you contend are violated by an arrangement providing DC power to an adjacent collocation arrangement?
MR. TWOMEY: If you want to submit a data request seeking that information, we will take it into consideration.
MR. WOODS: Good.
MR. TWOMEY: I want to take a break

Page 46

after you finish this line because we have been going for about an hour.
Q: (By Mr. O'Roark) When you say that there's certain types of cable that are appropriate under the National Electric Code, you haven't been able to find those types of cable apparently.
Can you tell me — what do you mean by that? I mean do you have those types of cable in your inventory I guess would be the question?
A: No. We have not been able to find that there even exists a manufacturer of such cables. No, we don't have them in our inventory because we don't use cables like that nor are we aware of anybody that does manufacture such cable.
Q: Is there any adjacent collocation arrangement under any set of circumstances that you are aware of to which running DC power would not violate the code?
A: No. No. And the reason for that statement is that adjacent collocation is in a separate structure. It could be in what we call a vault or a CEV, so the fact that we're talking about two different structures is what gives rise to the requirement that the cabling between those structures be done in a fashion that conforms to the electrical

Page 47

code.
Q: All right. Now when the code is discussing the types of cable that would be appropriate for running DC power, is the code assuming that that cable would be at some point outside of a building structure?
A: Yes.
Q: What do you regard as being outside? In other words, what is your definition of outside a building structure? Is it out in the open air? Is it just physically outside the building structure however the cable is housed? How do you define that?
A: Again going back to my understanding of what FCC meant by adjacent collocation, it's a separate structure, meaning it's not attached to, and part of the BellSouth Central Office. There is some intervening space; whether that's ground, earth, between the two buildings or if there's a separate structure in the case of the buried structure, I mean there's obviously earth between the BellSouth Central Office and that structure. Even if it's above ground, there's still physical space between the two buildings.
Q: So is it the fact that the cabling has to leave the BellSouth Central Office that is definitive

Page 48

in your mind that the code would be violated?
A: Yes, that's the point.
Q: So it doesn't matter in your mind, then, however, whether that cable would be housed or whether that cable would be underground as opposed to some sort of aerial arrangement, none of that matters. It's the fact that the cable leaves the Central Office that violates the code?
A: Well, those things do matter. I mean the placement of the cable, whether it's underground or aerial, is a consideration. But again, that gives rise to the requirement of the type of cable that's appropriate between those two structures.
And you are correct, our concern is that the cable we're talking about is physically outside of BellSouth's Central Office. It's either buried in the ground or it's on poles above the ground or whatever. So, yes, those are considerations, but those considerations really are germane to, you know, what is the structure of the cable itself, how well is it insulated and what's the size of the conductors within the wire and all those things.
Q: But no matter how the cable is housed and no matter what the supporting structures are, am I correct in understanding that BellSouth would contend

Page 49

that there is no way that cable can run between a BellSouth Central Office and an adjacent collocation arrangement and provide DC power?
A: Yes, that's our reading of the code.
Q: So none of those considerations really in the end matter as to whether, you know, the cable is housed in a particular manner or what structure supports it?
A: Well, they matter because they are, I believe, what the code was trying to address. But ultimately, BellSouth's position is not based on the manner in which the cable between the two structures is supported or installed. The issue to BellSouth is conformance with the electrical code.
So whatever the code allows is what BellSouth is willing to do. Then you get into issues in how will that cable be constructed, where will it be placed. Those are all considerations, but ultimately the decision point as to whether BellSouth would allow its use or not deals with its conformance to the electrical code, not the manner of installation or construction.
Q: If BellSouth is providing AC power to an adjacent arrangement, what must a CLEC do to convert that power to DC power?

Page 50

A: It would have to do the same things that BellSouth has to do for the equipment inside its own Central Office as well as the equipment in these remote sites that I mentioned earlier.
That is, it would have to take the AC current and it would have to put equipment inside that structure to rectify that AC current to DC if that's what the equipment to be housed requires to run on.
Q: And what if the CLEC would provide its own AC power, would BellSouth permit that?
A: I believe so. That really has not come up in the context of this issue, so I'm not as familiar with that. As far as I know, the answer is yes.
I've researched this issue only regarding how BellSouth will meet its obligations to provide power to an adjacent structure; and that is, we believe, properly done through the extension of alternating current, AC power.
If the collocator wanted to provide its own, I'm just not aware of any prohibition that BellSouth has placed that would prevent you from doing that. But that hasn't been part of this issue. The issue has been in what manner will BellSouth provide that AC power.

Page 51

Q: If BellSouth is providing the AC power and BellSouth is then converting that power to DC at the adjacent arrangement, tell me about the costs of conversion. Are they prohibitive?

I guess my question is, how would the costs of providing DC power in that instance compare to the costs of providing DC power within the Central Office to collocated equipment?

A: That's a fairly long question. I'm going to have to break it down and ask you for some clarification, because your question implied that BellSouth would do that conversion of AC to DC on behalf of the collocator in the adjacent collocation arrangement, which we don't do.

Q: Which you will not do?

A: We will not do.

Q: All right.

A: We believe that the equipment inside that adjacent collocation structure is the responsibility of the collocator. So any of that equipment required to convert from AC to DC we believe to be the obligation of the collocator inside the adjacent structure, not BellSouth.

Q: Would any equipment that the CLEC uses to convert at the adjacent location AC power to DC power

Page 52

violate any safety codes?

A: No. No. That's our point really. You asked in your earlier question about price and what price would BellSouth charge for that conversion. Well, we don't do that, so there's not a price for the conversion. MCI itself is able to determine which supplier of rectifiers, because that's the piece of equipment that converts from AC to DC, it chooses to use and can negotiate prices with those manufacturers. So that's a matter between MCI and its suppliers, since BellSouth does not do that conversion, that rectification of AC to DC.

Q: I have heard that CLECs would have to use batteries as part of this conversion practice and I have further heard that the use of the batteries in an enclosed space would constitute or could constitute some sort of safety hazard. Do you have any comment?

MR. TWOMEY: Let me just object to the form, only because I want to make sure the question is clear, Ken.

MR. WOODS: It's come up in the negotiations.

MR. TWOMEY: No, no. My objection is really literally only to the form. You've

Page 53

got a — it's not really a compound, but I think you've asked him two different questions. And if you don't mind, could you ask him the first question and then the second question?

MR. WOODS: All right.

Q: (By Mr. Woods) The question really is one in the same and that is, is there any safety concern with respect to the use of batteries in an enclosed space by a CLEC to convert AC power to DC power?

A: Okay. Yeah. Yes, there may be. There may be safety concerns.

Earlier your question was about what do you have to do to convert AC power to DC power and that's when I answered you would have to provide rectifiers that do that.

Q: Right.

A: Your question now is about, what do you need in terms of batteries; and your question was, wouldn't you also need those? And, yes, in addition to conversion from AC to DC, I would expect that collocators would want a means of powering their equipment in the event of loss of commercial power; that is, the AC power itself.

So that's what the batteries are there to

Page 54

do is to provide, really for a couple of purposes, some filtering of that conversion. The equipment actually runs off the batteries which are in a sense being recharged from the AC power supplies. So the batteries are there to provide a continuous source of power to the equipment even in the event of loss of commercial power, that is the AC.

So, yes, I would expect the collocators would want a battery supply inside their collocation equipment if the arrangement was fed from a commercial AC power supply.

So having that out of the way, your question is, are there safety concerns about having batteries in enclosed spaces? And the answer is yes. The batteries themselves produce gases that in sufficient concentration might be explosive, and that's the same consideration of using big strings of batteries inside the Central Office. But there are means of evacuating those gases even in spaces the size of controlled environmental vaults or CEVs.

BellSouth does this all the time in its own remote terminals and such where it has backup batteries installed.

So, yes, there are concerns, but those concerns can be addressed. The safety codes address,

Page 55

you know, how you have to vent those gases in enclosed spaces and, yes, that would be one consideration that the collocator would have to deal with with its architects as to how to safely install those batteries, but it's done all the time.

Q: Doesn't BellSouth have a large plant of outside cable carrying AC current?

A: I'm sorry, say your question again.

Q: Doesn't BellSouth have a large plant of outside cable that carries DC?

MR. TWOMEY: Let me object to the form of the question. You mean in a specific location or —

MR. WOODS: No, I mean —

MR. TWOMEY: — in general?

MR. WOODS: I mean in general, yes.

THE WITNESS: No. No. Your telephone and my telephone is powered over, you know, over the — or there is DC current over the loop that extends to my house.

Q: (By Mr. Woods) Right.

A: But that's not a power supply. That just happens to be the thing that my phone is connected to at the end. So I'm not sure if that's what you mean or not.

Page 56

But in terms of extending DC power supplies, as I use that term, from the BellSouth Central Office to run equipment remotely such as at these cross boxes and remote terminals, the answer is no.

Q: All right.

A: In fact, a significant problem that all telecommunications providers face is the loss of commercial power in cases of hurricanes and things like that, simply because all of those devices outside the Central Office rely on commercial power. If that commercial power is lost, then some other means of powering that equipment is required.

So we're talking about exactly the same situation that BellSouth faces every day. But, no, it does not power that equipment outside its Central Offices from the DC power supply inside a Central Office.

Q: Some follow-up questions with regard to the National Electric Code.

Does the code itself specify DC cables?

A: Yes. The code talks about what types of cables are appropriate for transmission of DC power, yes.

Q: So you're saying that the code has

Page 57

specific provisions that deal with and specify DC related cables?

A: Yes, I mean the electrical code, and not only for that, it talks not only about what kinds of cables are appropriate for AC versus DC, but also it denotes the types of insulation, the gauge of the wire that is appropriate for various amperages and voltage levels. So, yes, all of that in electrical codes that talks about the types of cables; that is, the physical structure of the cable that are appropriate for various uses.

Q: Have you asked cable providers or manufacturers for cables that would allow DC power to be conveyed outside a BellSouth facility?

A: Not to my knowledge. But BellSouth believes it's got no obligation to do so. It believes its obligation is two-fold. One, to provide power to that adjacent collocation arrangement and it's willing to do so over AC power. And BellSouth believes it's got an obligation to provide the types of arrangements to collocators that it uses for itself. It uses converted AC power to run its own analogs to adjacent collocation; that is, these remote terminal sites.

Q: Some follow-up questions about some of the

Page 58

safety considerations.

Does BellSouth use batteries in its controlled environmental vaults?

A: Yes, it does.

Q: It does?

A: Yes.

Q: Under what circumstances does it use it? In other words, what does it do in order to alleviate any safety concerns?

A: I think you're getting beyond my expertise here. But the equipment in our remote terminal sites has a battery supply that is rated to keep the equipment running for some relatively short period of time. Figuring that most losses of commercial power will be fairly short in duration absent some catastrophe.

So the answer to your question is two-fold. The architects would consider the type of batteries that BellSouth intends to place within those in terms of where they will be located inside the vault and what sort of ventilation will be provided.

There are choices as to what types of batteries BellSouth can use; some are sealed, some are not. So that's also another factor that the

Page 59

architect would consider in determining how to ventilate the vault appropriately, based in part on the type and the quantity of batteries that are going to be placed there.

Q: Would the ventilation requirements for a CLEC using batteries at the adjacent collo site be different from the venting that BellSouth would use for its own controlled environmental vaults?

A: I don't believe so. In fact, I can't think of any reason why they would be. In both cases they are structures that are buried underground, they are fed by alternating current that is rectified to DC. They both house equipment that needs a reliable source of power; that is, you know, battery backup arrangement.

So, no, since our choices of batteries are the same, the configurations are the same, I don't expect that the means by which you would either install the batteries or ventilate the enclosure would be different for an adjacent collocation than would be the case for BellSouth's own controlled environmental vaults for its own equipment outside the Central Offices.

Q: Relative to a CLEC needing a rectifier at the adjacent site, if the CLEC wanted the same

Page 60

reliability as it would enjoy were its equipment collocated in the Central Office, wouldn't the CLEC also need batteries and a generator and a standby switch and fuel for the generator? In other words, all of that equipment and functionality?

A: Let me break your question down. We've talked about the batteries themselves.

Q: Right.

A: And yes, I agree that I would imagine that most collocators would want some amount of battery backup on their equipment.

Your next question went to would the collocator need backup generators and a fuel supply and those types of things and the answer is —

Q: In order to have the same reliability; that was part of the question.

A: Yeah, and that's where I was going. The answer is maybe or maybe not. The power drain from the equipment is predictable; therefore, the amount of backup power that you need is likewise predictable. Using that information then, the collocator could decide how long a battery life was desired in terms of minutes or hours to guard against losses of commercial power.

So, does a collocator have to provide its

Page 61

own generator? No, not necessarily. If the collocator says the longest I can really envision the loss of commercial power, it might be twelve hours, then the collocator may decide to put in enough batteries to account for that period of time knowing the amount of load that would be on those batteries.

In other words, the amount of batteries is a function of how long you want that backup power supply to last; you know, in minutes or hours. So a trade-off could be I'll put in extra batteries but not provide a backup generator. On the other hand, the collocator may decide instead of battery strings, I would rather protect my equipment for a shorter period of time, minutes perhaps, and instead rely on a backup generator. And if that's the choice that the collocator made, then, yes, they would have to accommodate the placement of the generator and a fuel supply for that generator as well as automatic cross-over equipment that says switch the, you know, kick on the generator when you detect a loss of the commercial power. But all of those are pretty standard arrangements.

Q: If under that scenario that you're describing the CLEC decides to use more batteries, am I as a layperson correct in understanding that the

Page 62

more batteries that are used in that enclosed space, the greater that safety concerns are heightened?

A: Not directly. I mean the amount of batteries in a given amount of space is a consideration, but, again, there's the amount of gas release is predictable. It's known, you can find it out from the manufacturer. And you can design the structure from the outset for the amount of ventilation that you think will be required based on the amount of batteries that you're going to put in there.

Q: With respect to cable providers or manufacturers for cables to carry DC power, did BellSouth ever — I want to make sure I understand your testimony. You had said that BellSouth had not checked with manufacturers to see if there was a cable that would be able to carry it, but you also said that BellSouth's position is that it's not obligated to do so, if I understood your testimony.

And by that, my question is, did BellSouth at any time even consider asking these manufacturers for that kind of information?

A: Well, let me — I think you've mischaracterized what I said earlier.

I think I was responding to your question

Page 63

that says has BellSouth approached a manufacturer about producing a kind of cable that we don't know about. And I answered that question and said no, we have not gone back to manufacturers and said would you produce a cable that is suitable in this arrangement.

And I also responded to your question that said, you know, BellSouth doesn't have these cables because in its inventory, I believe you asked me about, because BellSouth doesn't use anything like that.

So A, we don't know of such a cable being manufactured, and B, we don't have an inventory of them because we don't use it.

Now your question is, have we gone back to manufacturers and said "Is there such a thing?" I'm not aware of that, of whether we have or not. I just don't know. But again, we believe we are fulfilling our obligation by providing alternating current power supplies to the adjacent collocation arrangement, which is the same arrangement we use for ourselves.

Q: My question actually was a little bit different than the way you characterized it.

My question is, given BellSouth's position with regard to whether it has to provide this type of

Page 64

power, is it fair to say that BellSouth never even considered asking these manufacturers whether there could be a cable that could be used to convey DC power?

A: Again, I've said I don't know if we approached cable manufacturers in that regard or not. I just don't know the answer to that. Again I'll recap and say that our concern about this type of powering arrangement is predicated on the requirements of the electrical code and whether there is a suitable cable for that kind of use or not.

MR. WOODS: That's all I've got on that issue. Is this a good time for a break?

MR. TWOMEY: Yes, let me just say you've noticed this deposition to conclude at 5:00 today. We have spent nearly an hour talking about DC power. This deposition is going to be over at 5:00 today per your notice and I'm not promising that he's going to be available again any time soon.

If we're going to take an hour on every issue, that's fine, but we have a lot of regulatory proceedings going on and

Page 65

Mr. Milner has a lot of other hearings that he has to be available for in other depositions and other proceedings. So I don't want anybody to be surprised at the end of the day that we may not be able to finish this deposition today, No. 1, and No. 2, I can't guarantee that he'll be available again for a deposition before the North Carolina hearing.

We'll do the best we can, but just there are limitations on your time, on my time, and on Mr. Milner's time, and I don't know that we're taking that into consideration in terms of the questioning we're doing here.

MR. O'ROARK: Mr. Twomey, let me say this. We did notice this deposition for today from 9:00 to 5:00 and that was based on BellSouth's statements to us about when Mr. Milner could be available this week. What I would suggest we do before we get into a dispute about this is perhaps over lunch you and Mr. Milner could confer about the witness's availability, at least talk about it.

Page 66

It seems to me that we've got some depositions next week that figure to be half-day depositions, and one possible solution if it turns out we don't quite get through today, is if the witness is available perhaps Monday or Tuesday afternoon, that we could finish it up then.

Let me suggest that you and Mr. Milner talk about that at a convenient time and see whether something can be arranged just in case.

MR. TWOMEY: I don't know what can be arranged. I just that know we have a lot of hearings going on throughout the Southeast and I don't think we have the luxury of having a witness testify for an hour on each of the 90 or so issues that we have left in this proceeding.

You know, I just think we need to proceed accordingly.

MR. O'ROARK: We'll discuss that a little further later on.

(A recess was taken.)

Q: (By Mr. O'Roark) Issue 59, this is one I'm going to fly through.

Page 67

If BellSouth or its vendors complete construction work and there have been no connecting facility assignments made by BellSouth, can a CLEC provide or transmit telecommunications using its equipment?

A: Yes, it can, but it cannot use that equipment in connection with BellSouth's network. So the answer is yes, it could be using that equipment for something other than interconnection with BellSouth or acquiring Unbundled Network Elements. So yes, but it cannot do so in terms of interconnection with BellSouth or rather BellSouth's network.

Q: Is it BellSouth's position as soon as the construction work on space is completed that the CLEC at that point begins to pay the recurring charges with respect to that space?

A: Yes, because that space is available to the collocator and it can begin doing its part of the work, such as installation of its own equipment, that sort of thing.

Q: Now in an application for collocation, a CLEC has to put down certain information relative to the equipment that it intends to use. Is that right?

A: Yes.

Page 68

Q: As a result of the application that's submitted to BellSouth, doesn't BellSouth know exactly the equipment and cable requirements that the CLEC proposes?

A: I'm not sure on that. Generally yes. I'm trying to recall if the original application showed with specificity the amount of pairs inside the connecting cables and that sort of thing; I just don't recall.

But generally, yes, BellSouth knows through the application what types of equipment the collocator is going to place and generally the types of cables that will be required, both connecting cables between the collocator's equipment and BellSouth's network as well as the powering cables and those other things.

Q: So then the question is then, why does BellSouth have to wait in order to provide the connecting facility assignments, which we call CFAs?

A: It's really more from a practical standpoint than anything else. If we lived in a world with perfect knowledge about what was going to happen, then those CFAs could be provided to MCI much earlier in the process.

Our experience has been that the CFAs need

Page 69

to be verified once the installation is complete to ensure that the collocator actually put the cables on BellSouth's distributing frame where BellSouth had told the collocator there was space available.

So our experience has been that as part of the service activation process, because of the fact that BellSouth connects to one end of those connecting cables and the collocator uses the other end of it, those assignments have to be very precise, they have to be very accurate, otherwise what you are thinking you're putting to work, you're not.

And because of some CLEC vendors wiring errors, we've actually seen that they didn't install the cables to the connecting blocks accurately, they didn't stencil those accurately, or they put them in the wrong place on the distributing frame; all things that would prevent you from using that cable effectively.

So that's why BellSouth verifies all of that cabling is being correct and then provides the so-called CFAs, which the collocator can then use in assigning its service and requesting interconnection with BellSouth.

Q: Then at what point does BellSouth then have to provide the verification that you've

Page 70

described?

A: The verification can't be done until the cables themselves are installed, so that's really the trigger right there. That's an activity that is mostly under control of the collocator, not entirely but mostly under the control of the collocator, because it is the collocator's vendor that places those cables.

I say mostly under control, because BellSouth has some involvement in that it tells the collocator where on the distributing frame to place those and if BellSouth made a mistake and said "put that connecting block on the end of that cable" in a place where there already is one, then BellSouth's errors could delay that as well.

Q: So my question then is other than this verification that you've described, is there any other work that the CLEC has to do before BellSouth can provide the necessary information that relates to CFAs?

A: Other than the physical installation of the cables you mean?

Q: Yes, sir.

A: Only the installation of the equipment that's attached to those cables. But, yes, there are

Page 71

lots of activities that the collocator has to perform to be able to use that equipment to provide service, installation of the equipment itself, providing power to it, as well as the placement of these cables, the verification of the assignments, and then you can actually begin ordering the interconnection or unbundled network elements for use with those CFAs.

Q: Would I be correct in characterizing this to say that cable assignments can be done fairly early in the process, but this verification process that you've described is what has to await the completion by the CLEC of installing its equipment and its cables?

A: Yes, that's fair to say. And again, if we had perfect knowledge that the collocator's vendors were going to install in exactly the right place on the frame, they would stencil the blocks exactly right, they would do the cross connection of the cable to the block exactly right, and BellSouth did its work exactly right, then, yes, those assignments could be provided much earlier in the process.

However, our experience has been that very often that does not commence without flaw and that's why we want this verification at the end.

Q: Issue 60. I want to concentrate on Issue

Page 72

60 on your Georgia rebuttal testimony. I want to make sure that I understand, first of all, what information BellSouth would commit to provide at the joint planning meeting?

A: Well, as I state there starting on the bottom of page 28 of my rebuttal testimony, we're willing to provide that information that MCI needs to begin its process of fitting out its collocation arrangement, and we have agreed to do that at this so-called joint planning meeting.

If MCI needs information that we haven't provided, we'll provide it as soon as we can, but within 30 days after that meeting.

Q: Okay. With respect to the language that MCI Metro has proposed for 7.17.2 of Attachment 5, is BellSouth willing to provide the information that there described at the meeting or within 30 days of the date of that meeting?

A: Yes, and I think as I state there on 29, I believe this is that same cable assignment information, these CFAs we were just talking about, we will provide at that meeting where on our distributing frame we expect those connecting facilities to be terminated. If we don't know at that point, then we'll provide it within 30 calendar

Page 73

days.

Q: With respect to the language that WorldCom has proposed for 7.17.4 of Attachment 5, when would BellSouth make that information available?

A: Let me augment my earlier, the last answer I made and say that we'll provide the requested information as it states here in my testimony. To begin the verification of the actual installation would still have to be done at the end, at the time of the installation. Okay? I should have said that. I'm sorry, your question was about?

Q: What we proposed for 7.17.4, when would that information be provided by BellSouth?

A: Well, our understanding is that MCI does not need the information that's been requested in that section in order to begin.

I don't know that we've worked out a time frame for exchanging that information with MCI, mainly because our understanding of that information is that that's something that MCI could get from its vendor that is doing that work rather than from BellSouth. So that that's why we have not worked out a time frame for exchanging that information.

Q: I take it from your answer that BellSouth is not necessarily willing to commit to provide that

Page 74

information?

A: Well, it is not a matter of willingness. We've provided information to MCI's vendor that says, you know, this is information we think you need to start your process of the work that MCI does for the collocation arrangement, and we provide that to vendors. We think that MCI could just as easily get that information from its own vendor than from BellSouth.

Q: 7.17.10 of Attachment 5 is WorldCom's proposed language. Is BellSouth willing to at any point identify technically feasible demarcation points?

A: Let me limit my answer to what I believe to be at issue here.

There are a number of different demarcation points between networks and there are even demarcation points between the service providers' networks and end users. So I'm limiting my discussion to the demarcation points between MCI's network and BellSouth's network in the context of collocation.

In that context, BellSouth designates the points of demarcation and we do that as reasonably close, you know, to the premises as we can.

Page 75

So your question was broader than that. Is there any case where we provide lists of technically feasible demarcation points? It's situational. In the case of demarcation points between networks where a collocation net is not involved, that's one issue. Between network providers and end users, that's a different issue, and then the issue here about collocation.

Q: If WorldCom were willing to choose one of the demarcation points that BellSouth would identify, would BellSouth be willing to identify all technically feasible demarcation points associated with WorldCom's equipment?

A: I'm not sure I understand your question.

Q: In other words, if WorldCom would commit to using a demarcation point that BellSouth identified, would BellSouth commit to identifying all technically feasible demarcation points?

A: The answer I believe is yes, we would identify technically feasible points. However, it's BellSouth's belief that in the context we're talking about here in terms of collocation, that it is BellSouth's right to designate that point of demarcation and not MCI's.

So if you're saying, if I understand your

Page 76

question, you're saying if MCI agrees to BellSouth's designated point of demarcation, would BellSouth provide a list of any technically feasible points, the answer is yes, I guess, but I'm not sure the relevance of BellSouth's providing such a list since BellSouth believes it has the right to designate those points rather than MCI designating them.

Q: I guess my question is regardless of what BellSouth considers to be its right to designate a demarcation point, if WorldCom would commit to using a demarcation point among the points that BellSouth would identify, would BellSouth commit to identifying all technically feasible demarcation points?

A: Well, no. I think that's a little bit different from at least my understanding of your earlier question.

Q: I intended it to be the same, I'm sorry.

A: Well, my answer is the same then. The point is that BellSouth believes that it has the right to designate that point of demarcation.

And your question appears to go to if BellSouth gave MCI a list of technically feasible demarcation points, would BellSouth allow MCI to choose from that list, and the answer is no.

If I was confusing earlier, I didn't mean

Page 77

to be. I apologize for that.

BellSouth believes it has a right to designate that point, and I was trying to answer your question that recognized that BellSouth could develop a list of technically feasible points and provide that to MCI, but BellSouth believes it has the right to choose the point from that list rather than MCI.

Q: Follow-up question on 7.17.4, the information that WorldCom has there listed.

Why is it that BellSouth would not provide WorldCom that information?

A: Well, because I believe if we're talking about — well, we may be talking about two types of information. BellSouth provides to MCI's vendors information that it needs to do, you know, specific work and the vendor then does its work within, you know, using in part the information that BellSouth has provided.

The vendor then adds to that work in terms of adding details for MCI as to what type of cable it used, where it terminates inside the collocation arrangement, information such as that that BellSouth wouldn't even possess in the first place.

So we're not opposed to providing the same types of information that we provide to MCI's vendor;

Page 78

however, there's more detailed information that we don't have knowledge of that we don't want to be a conduit between MCI's vendor and MCI for that type of information.

Q: Okay. Issue 61.

A: Will you be in direct or rebuttal?

Q: I don't know yet.

A: Let me go back to the direct.

Q: I don't know if I'll refer you to any specific part of your testimony.

A: Okay.

Q: In fact, as a general matter, the rates for DC power, is it a correct statement that the rates for DC power have been established by the Georgia and other commissions on a per amp basis?

A: That's correct, yes.

So the issue, as I understand it here, is not what should the rate for one amp of power to be. Instead I understand the issue to be how will the determination be made as to how much power, how many amps MCI's equipment has actually consumed.

Q: And BellSouth would propose that the charges for power must be based upon the certified vendor engineered and installed power feed fused amp capacity?

Page 79

A: Yes, and the basis for that is this: That BellSouth must design and install the power equipment on behalf of the collocator in response to the peak power requirement that that equipment will need. Some pieces of equipment, the so-called nominal and peak loads are pretty much the same, so there is no difference. Other pieces of equipment there is some difference. BellSouth must design the power plant for peak loads because to do otherwise may mean that in, you know, certain times of the day the power supply would be inadequate to handle all the equipment.

So BellSouth's position is that it builds its power supply to that rated load that it determines from the boilerplate on the equipment itself that the manufacturer provides.

MCI's position seems to be "I'll pay for only those amps that I actually consume on a day-to-day or hour-by-hour basis," whereas BellSouth's position is "we've got to build a power plant for the peak load and you ought to pay a rate that recognizes that."

There's also in BellSouth's mind the issue of how the measurement would actually be made, which would involve some installation of monitoring

Page 80

equipment and some reading of that equipment to create a bill to be sent to MCI.

Q: So to really boil this down, BellSouth is proposing that the charges for power would be based on the fused capacity or rated power consumption for the equipment that is installed?

A: Yes. Because it is at fused capacity that determines what kinds of cables BellSouth should use, what sort of fusing should be provided, and how many, you know, how much amperage and backup battery supplies is appropriate, and ultimately how big the backup generator needs to be.

So it's that fuse capacity, which is the peak capacity, which BellSouth believes is the relevant factor in determining what the charge per amp ought to be.

Q: Okay. The terms, you know, fuse capacity or rated power consumption, those are not terms that are found in the existing interconnection agreements as between MCI Metro and BellSouth, are they?

A: I don't recall whether those phrases appear or not. Those phrases are, their meaning, I believe, is fairly generally understood by both manufacturers and users of telecommunications equipment.

Page 81

Q: Those words don't appear in any of these orders of the commissions indicating the rates for DC power, do they?

A: Again, I'm not sure if they do or not. But my recollection of the order is that they generally state what monetary value to assess for each amp of power that's consumed.

Q: Is your position based on what is stated in the BellSouth collocation handbook?

A: Well, yes. It is not based on that. My answer is based on my understanding of how telecommunications networks are built.

The telecommunication handbook does reflect the method by which BellSouth believes costs should be recovered for power equipment, but no, I'm not simply reading what's in the collocation handbook.

I have been involved in planning and installation of telecommunications equipment for many, many years, so I understand that the types of decisions that have to be made to ensure that you've got the right kind of power supply, and I know that that's based on the fuse capacity of the equipment rather than hour-to-hour nominal usage.

Q: How long has the collocation handbook been

Page 82

in existence?

A: I'm not sure precisely the date we published it for the first time. It's been around for several years, though.

Q: Does it predate the dates of the original interconnection agreements between MCI Metro and BellSouth?

A: I don't know.

Q: Issue 62. This is the provisioning issue. I'm sure you're like the rest of us, you haven't exactly had time to study the FCC announcement that was made yesterday.

Are you familiar with that announcement as it affects provisioning intervals?

A: Very, very little. I saw, I read the press release yesterday. It was a very high level summary of what — well, at least what this writer purported the FCC's decision was. I'll give you my understanding based on that very limited read.

I have not read the FCC's order, but I can tell you what was in at least the press release.

Q: As far as what was in that press release as it affects provisioning intervals, did it state that provisioning of physical collocation should take place within 90 calendar days unless the state has

Page 83

decided on a different date or the parties have agreed on a different interval?
A: Yes. That's my understanding of what they said.
Q: Is that decision by the FCC consistent with what the Florida Commission has ordered?
A: Well, I'm not sure what you mean by consistent. My understanding of the FCC's order is that it left latitude to the states to establish collocation intervals. So the fact that Florida has established what it believes to be appropriate collocation intervals is consistent, but my understanding of the FCC's order is that it did not preempt the states from establishing intervals.
And since they left the latitude to the states and Florida has acted, then yes, I believe they are consistent.
Q: Can you provision based within the 90-calendar day period that Florida has ordered?
A: Yes, and again trying to recall the exact language of the Florida order. I'll paraphrase it. But I recall that the Florida order allowed the parties to negotiate a date that may be longer than 90 days, so yes, we believe we're capable of conforming with the Florida PSC's order in that

Page 84

regard.
Q: You're capable of conforming with which aspect of the order? Are you capable of provisioning the space within 90 calendar days, I guess was my question?
A: Well, in most cases we believe we will be able to. In some cases we believe we may not be able to and we'll negotiate those with the collocator; and if we can't agree, then we may have to take that to the Florida Commission.
Q: BellSouth's position with respect to cageless collocation have been 90 business days; is that correct?
A: 90 business days under what we call ordinary conditions, yes.
Q: BellSouth had proposed 50 business days for provisioning virtual collocation; is that right?
A: That sounds about right, yes.
Q: With respect to cageless collocation, are you aware that the Georgia Commission ordered in the ITC Delta Com case that that form of collocation be provisioned within 60 calendar days?
A: I recall that, yes.
Q: Can BellSouth provision cageless space within that interval?

Page 85

A: Same answer as for Florida. In some cases we will be able to and in some cases not.
Let me explain, though, that BellSouth's goal is to provision all forms of collocation as quickly as we can. So in cases where it's not going to take even 60 days, we'll provision it just as quickly as we can. We will give the collocator the best information that we have as to when all the required work can be done.
So we don't — you know, we do not have a policy that says we're going to give it to you in 60 days or 90 days; instead we say we'll give it to you as quickly as we can, but within certain intervals.
Q: In fact, BellSouth's proposed language contains the term "extraordinary conditions"?
A: Yes.
Q: That would allow a BellSouth a longer provisioning interval, am I correct?
A: Yes, in some fairly restricted instances. When we say extraordinary, we mean things that are pretty rare in the life of a Central Office. Where there's major revamping of the heating and air conditioning required or major additions to the overall power supply replacement of the backup generator, things of very large magnitude in the life

Page 86

of a Central Office. That's what we're calling extraordinary.
Q: Are there any other examples of what would be an extraordinary condition?
A: Yes. There may be cases where asbestos or other hazardous materials had to be removed from a certain part of the building in order to make it available. There may be cases where conformance to Americans With Disability Act requirements or things of that nature would be extraordinary. But those are the types of things that we're talking about here.
We're talking about things well outside the ordinary that generally only happen a few times in the life of a Central Office.
Q: Any other examples that you can think of of an extraordinary condition?
A: Yes. There may be cases where part of a building has been condemned or cannot be occupied and major rehabilitation of that portion of the building might be required before it could be used.
Q: Issue 63. Is BellSouth's position categorical, and that is to say that copper entrance facilities can never be allowed into a Central Office?
A: No.

Page 87

Q: What is BellSouth's position?
A: BellSouth's position recognizes, I guess, two different ways that entrance facilities might be used. One way, one use would be just in normal network interconnection between MCI Metro's network and BellSouth's network. The second occasion is in the context of adjacent collocation.
So your question was, is it BellSouth's position that it's never appropriate to use anything other than fiber-optic cable, and the answer is no.
In the case of adjacent collocation, BellSouth's position is that it is appropriate if the collocator desires to use copper facilities between the equipment in its adjacent collocation arrangement and BellSouth's Central Office.
And the rationale is this: The adjacent collocation arrangement is there because there was not room in BellSouth's Central Office for collocation. To use fiber-optic cable means that there's got to be electronic equipment on either end. So since there was no space for collocation, there's also no space for that fiber-optic terminal or multiplexor.
So in that case and in that limited case we're willing to allow the collocator to extend

Page 88

copper cable from the equipment in its adjacent collocation through the entrance facility and into BellSouth's Central Office.
The second case is that BellSouth's understanding of the FCC rules is that the requesting party who wants to place something other than fiber-optic cable through those cable entrance facilities must first make a showing to the state commission. So if MCI, for example, were to make a showing to the Florida Commission or to the Georgia Commission that that was appropriate, then BellSouth will abide by that.
But those are the two cases. After a showing and ruling by the commission that something other than fiber-optic cable is appropriate and in accordance with the FCC's rules, that's one case; and the second case being use of copper cable between the adjacent collocation arrangement and BellSouth's Central Office.
Q: Let's talk about adjacent collocation first. As you said, adjacent collocation would occur if space is legitimately exhausted within the Central Office.
Given what you have described then, would there be any circumstance in which something other

Page 89

than cable would be run between the Central Office and the adjacent collocation arrangement for the collocator?
A: Well, you said cable. Did you mean to say copper cable or cable generically?
Q: What I'm getting at is if given what you have described with space being exhausted, so that electronics cannot be installed in the Central Office, by definition, if I understand what you are saying, then would there be an instance where fiber would be used as an entrance facility by a collocator who is using adjacent collocation?
A: Yes, that could occur, and let me give you one example. Let's say that MCI already has a collocation arrangement and inside that collocation arrangement are fiber-optic terminals or multiplexors that are connected to the fiber cable itself. And let's say that MCI wants to augment that existing physical collocation arrangement, but there's not room to do so.
In that case, MCI may already own and have collocated the electronics to which the fiber-optic cables could be attached. So in that case, maybe it is appropriate in that instance where the connecting cable between the equipment in the adjacent

Page 90

collocation and going inside BellSouth Central Office might be fiber-optic cable.
Q: In the instance that you mentioned where we're not talking about adjacent collocation and you had mentioned that there needs to be a showing to a state commission, who would have the burden of proof and what would that showing consist of in your estimation?
A: Well, I believe the burden of proof would be on the requestor, in this case MCI, and I believe that the burden of proof would be to show to the commission that there was no alternative, you know, use of fiber-optic cable or some other device that would minimize the use of those entrance facilities and that copper cable, for example, or coaxial cable was the only possible choice.
Q: And I take it in order to meet that burden, MCI would need certain information from BellSouth?
A: It would need, you know, some limited information as to the quantity and sizes of the ducts that are still available in that entrance facility, yes, and the occupancy of those.
But the understanding that I have of the FCC's order is that the goal is to minimize the use

Page 91

of those cable entrance ducts to the betterment of all service providers, such that anyone who wants to bring their cables into BellSouth's Central Office's has not been permitted to do so and the only way that they apparently believe that can be done is for all service providers, and BellSouth included, to minimize their use of those entrance facilities by using the smallest cables, that is, in most cases, fiber-optic cable, that will get the job done.

Q: Do you consider that BellSouth's position as respects Issue 63 to be consistent with the FCC decision that you've cited that provides that a state commission would make the determination as to whether a copper entrance facility would be allowed to a given Central Office?

A: I don't believe I followed your question. Try me again.

Q: Your position in this case, in other words, is that provided that the CLEC with respect to a given instance of space exhaustion, that the CLEC would have that opportunity to make a showing to a state commission that you've described, and your position is consistent with that right under the FCC decision?

A: I believe so. That's basically what I'm

Page 92

saying here is that I think that the best use of the cable entrance facilities, that is the ducts and all that, the best use is where the overall use of those things is minimized such that, you know, all service providers who want to interconnect at that location have an opportunity to do so.

That is, just stated another way, that we don't prematurely exhaust those entrance facilities and deprive some service providers from being able to interconnect to that Central Office.

So, yes, I believe that MCI has a right if it so chooses to petition the state commission and plead its case for something other than fiber-optic cable, and I think the FCC's rules give them that right, you know, and I believe that that's a burden that they would have to prove to the commission that that was the right thing to do rather than to have BellSouth prove that it was not the right thing to do.

Q: BellSouth has copper entrance facility, doesn't it?

A: Yes, we have copper facilities in some of our entrance facilities, and the reason for that is that BellSouth has operated networks far longer than the availability of fiber-optic cable. And if you go

Page 93

back far enough, that was the only form of cable that you could use in telecommunications networks, it was copper cables, and so you will still find in BellSouth's Central Offices copper cables being used to provide for customer loops.

For interconnection, which is what we're talking about here, all, you know, going forward, all of BellSouth's interconnection facilities will be fiber-optic based and BellSouth believes that new entrants should also use fiber-optic cables if they want to interconnect with BellSouth's networks.

Q: Is the occurrence of copper entrance facility in BellSouth's Central Offices at present a rare phenomenon?

A: Not rare. It is a function of the age of the Central Office and how long service has been provided from there. But again, the use of copper cables that I'm aware of is these days limited to existing copper cables that were placed there at some point in the past for loop provisioning.

Q: What percentage of BellSouth's Central Offices have copper entrance facility?

A: I don't know the answer to that. Again, our use of copper entrance facilities is for provisioning our loop plan and it's based on a

Page 94

technology choice that, you know, from years gone by when that was the only, that was the only choice.

Our choice going forward, both for our loop plan as well as interconnection, is fiber-optic cable.

Q: Do you have any plans to replace all of the remaining copper entrance facility within a given period?

A: No.

Q: So there's no date you can tell me by which the copper entrance facility will be gone?

A: No. And, first of all, there is no requirement that BellSouth replace its copper plant with fiber-optic cable. To do so would be extremely expensive. So there will be for sometime copper cables that still traverse the entrance facilities of BellSouth's Central Offices?

Q: Why would a CLEC want copper entrance facility?

A: Well, I mean we've talked about one occasion and that is where the CLEC has equipment located in this adjacent collocation arrangement and there's not room in the BellSouth Central Office for multiplexing equipment and fiber-optic terminals to make use of any technology choice other than copper.

Page 95

A CLEC might decide that in some cases because of the proximity of its own equipment, not in a collocation arrangement, but let's say in its own Central Office was — that that distance was short enough that the CLEC decided that using copper cables was cheaper for the CLEC than providing fiber-optic cable and the electronics on either end to interconnect.

Q: Would a CLEC want copper entrance facility depending on what types of services the CLEC wanted to provide?

A: That's possible. I would expect that not to be the driving, the motivator, because most services can be — not all, but most services can be provided either on copper facilities or fiber-optic or digital facilities.

Q: Why does copper accelerate exhaustion of entrance facilities?

A: It accelerates the exhaustion simply because of its physical size. Inside the copper cable and some of those cables are four inches in diameter are individual pairs of copper wires. So it is the physical size of the copper cable compared to the relatively small size of the fiber-optic cable, roughly an eight to one reduction in size, that

Page 96

causes the premature exhaustion of the entrance facilities if copper cables are used instead of fiber-optic cables.

Q: Are there any other factors, and I'm broadening the question to include any kind of entrance facility. Are there any other factors that go into the determination as to whether entrance facilities are exhausted?

A: Well, the consideration from BellSouth's viewpoint is one of the size of the cable that is to be brought in. Obviously, the smaller that cable is, then the more of those you can accommodate in a given duct. Let's say the duct is either 4 or 8 inches across.

So it's one of physical size of the cables that we're talking about. Now we've sort of limited our discussion to copper cables versus fiber-optic cables. The FCC's rules also talk about coaxial cable, so they made the phrase non-fiber-optic cables to mean anything other than fiber-optic cable, which may be copper or coaxial or who knows what else.

But BellSouth's concern is all the physical size of the cables to be brought in?

Q: Is there anything other than physical size of the cable, whether we're talking about fiber or

Page 97

coaxial or copper, that contributes to exhaustion of entrance facility?

A: No.

Well, let me qualify that. You said size.

Yes, size and quantity, but ultimately that's important as well.

Q: Size and quantity.

I'll give you a hypothetical. If a CLEC wanted to provide copper loops and connect those loops to the BellSouth switch, would BellSouth contend that that CLEC could not use copper?

A: If I understand your question correctly, you're saying that MCI has provided its own loop facilities?

Q: Right.

A: And wants to connect those loops, those copper loops to BellSouth's switches, supposedly to take unbundled local switching on it from BellSouth. It is really the same question.

Now we're talking about still bringing copper facilities in through the entrance facility. Those things, whatever is brought through would have to be, would have to terminate in a collocation arrangement inside the Central Office or in the adjacent collocation, I suppose. So we're still

Page 98

talking about the interconnection of MCI's network with BellSouth's, so MCI's choice of copper loops, I think it would be a case where we would disagree about whether those cables should appropriately be brought through the entrance facilities if other technology choices are available. BellSouth itself does make other technology choices. Its choice going forward for providing loop plant is through fiber-optic cables rather than big bulky copper cables.

So while BellSouth has some copper cables coming through there, again as I said earlier, that's from an era when there were not alternatives, which there are now, so going forward BellSouth makes different technology choices which are fiber-optic loop feeder plan leaving its Central Offices. So, yes, there would be an issue.

Q: Issue 64. Would you agree that dual entrance points are desirable to a CLEC?

A: In some cases, yes. In other cases, no. Dual entrance facilities provide for some redundancy of serving arrangements and, therefore, some heightened level of reliability, but dual entrance facilities don't come without a cost.

That means that there's a cost for running

Page 99

cables in two different ways. So your question was, is it better? Not necessarily. There's benefit by having dual entrance facilities, but those benefits come at a cost.

Q: A cost to the CLEC?

A: Well, ultimately a cost to both the CLEC in terms of the facilities it provides as well as, in this case, to BellSouth by having to construct separate entrance facilities and perhaps underground structures to get to those entrance facilities. So there's costs on both sides.

Q: So the fact that a Central Office would have dual entrance points, would that result in greater costs to the CLEC for collocation than if that Central Office only had one entrance point?

A: It may or may not depending on the choices of equipment that the CLEC itself made. I would think the answer in a lot of cases would be yes, it would be more expensive to do it that way.

Q: Some entrance points are underground, aren't they?

A: Yes.

Q: How would a CLEC go about visually inspecting the entrance points of a Central Office whose points are underground?

Page 100

A: Well, it could not do so from outside since those, as you mentioned, the entrance facilities themselves are underground. You would have to be on the inside of the Central Office to see that. But in other cases, you know, there are some indicators that are visible even from the outside for other than buried plant that there's more than one entrance facility. In other words, you would see the actual point where the cables went inside the building in some cases.

Q: Provided that the CLEC can't see that point from the outside and the CLEC wants to verify the assertion of BellSouth that they are not dual entrance points, how would the CLEC go about doing that?

A: Well, it would request of BellSouth to see just that part of the Central Office, which is something other than the full blown tour of the Central Office that I believe the FCC contemplated would be appropriate if, for example, BellSouth asserted that space was not available for physical collocation.

Q: Would a tour then be appropriate for the limited purpose of verifying the entrance points?

A: That may be appropriate, and I appreciate

Page 101

the use of your word limited. If MCI's interest is only in assuring itself that there's only one entrance facility, that can be done pretty quickly.

On the other hand, the FCC's rules require that in a tour, in cases where BellSouth asserts there's not space for physical collocation, the FCC's own rules require that BellSouth show the requesting party all of the Central Office and, you know, can't exclude certain rooms, but has to show generally the entire contents of the building and explain the use that BellSouth and other collocators have made of various parts of the building.

So it's a question of the amount of time that's required for a formal tour in cases where BellSouth denies space for collocation versus a rather cursory look in the cable vault to see whether there's one entrance facility or two.

So BellSouth's concern is over the amount of time that those tours would require.

Q: What form of documentation would BellSouth propose to give WorldCom to verify that dual entrances are full or that there is a lack of dual entrance points?

A: Let me go to the second part of your question first. Architectural drawings would show

Page 102

whether the building has one entrance point or more than one. So that, you know, BellSouth's architectural drawings could satisfy that part.

BellSouth keeps records of how many ducts in an entrance facility are used and it can provide records to MCI that showed what portion of the ducts were in use and which are unusable for some reason and which are available.

Q: If BellSouth does not have dual entrance facilities available, would BellSouth be willing to provide such facilities on a first come, first serve basis?

And to make it clear what I'm asking is, if WorldCom does not propose that a waiting list be kept by BellSouth, would BellSouth otherwise be willing to provide entrance facilities on a first come, first serve basis?

MR. TWOMEY: Let me object to the form of the question. I think —

MR. WOODS: Or what I could say, Mike, is would it be consistent with BellSouth's position? But go ahead.

MR. TWOMEY: The point of my objection was not the issue of negotiation. It was I thought the predicate of your

Page 103

question was if dual entrance facilities were not available, would BellSouth be willing to make them available on a first come, first serve basis. I thought that's what you started with.

MR. WOODS: Yes.

MR. TWOMEY: Is that your question?

MR. WOODS: Yes.

MR. TWOMEY: Okay.

THE WITNESS: Okay, I think I understand.

MR. TWOMEY: Just be clear, the question is, if dual entrance facilities are not available, will BellSouth be willing to make them available on a first come, first serve basis. I guess you mean when they become available?

MR. WOODS: Yes.

THE WITNESS: That carves off part of my answer, because I was going to say BellSouth believes it does not have an obligation to create those where they don't exist. So my answer was going to be no.

But presuming that you mean when they exist or at the point that BellSouth

Page 104

decides to do that on its own, would we do that on a first come, first serve basis if there's not a waiting list.

Well, I don't think I can answer that question, because I don't see how you serve on a first come, first serve basis without knowing who was first, second, third and last in line. So we're not opposed to that, but I can't think of a way that you would effect that without having a waiting list of some type. In other words, you wouldn't know who was first, second and third. Now, if that's what you meant, then I don't think that's possible.

On the other hand, if BellSouth has constructed a second entrance facility and MCI, for example, says I would like to place facilities in that, at that point BellSouth if there's room in there will say yes, do that.

But the problem is with maintaining a waiting list of who asked first, second and third.

Q: (By Mr. Woods) I guess what I'm getting at is there is a waiting list requirement with

Page 105

respect to the instance where there is not collocation space available; is that right?

A: That's right.

Q: So what I'm getting at is — well. And with respect to that waiting list requirement in the instance where there's not space available, there are certain obligations that the ILEC has to make that list available and to update it and publish it and so on and so forth?

A: Yes. There are those requirements that the FCC has put in its orders —

Q: Right?

A: — and which BellSouth is complying to. The FCC did not say that BellSouth had to maintain waiting lists for things other than physical collocation space, such as the topic here, a second or third entrance facility.

And I think they got to that conclusion along this sort of logic: First, FCC said BellSouth was not required to make building additions to accommodate collocation. To add a second entrance facility or a third requires a building addition of some type. So FCC has already said "I'm not requiring you to do that," and I think they got to the next level by saying "and since I'm not requiring

Page 106

you to do that, then I'm not requiring you to maintain any sort of waiting list in case you voluntarily decide to make building additions to increase the number of entrance facilities."

I think if they wanted a requirement on incumbent local exchange carriers to maintain those, I think they could have done so at the same time that they came out with their collocation order requiring waiting lists for collocation space. They did not do so, however.

Q: My question is, whether BellSouth would be willing to maintain a waiting list and to tell the CLEC where it stands on that list without all the other requirements that the FCC requires with respect to a waiting list as regards space availability?

A: No, we're not willing to do that.

Q: Issue 65 on vendor certification. Does BellSouth require a CLEC vendor to enter into a contract with BellSouth before BellSouth will consider certifying that vendor?

A: I believe the answer to your question to be no. That's the first time I've thought about this.

BellSouth has a process by which certain vendors can become certified to install equipment

Page 107

inside BellSouth Central Offices, but I don't know if that certification, you know, has a contractual nature to it or not. But I do know, on the other hand, that BellSouth need not be a user of a certain vendor's services in order for that vendor to be certified.

So if you meant the latter, must there be a contract arrangement, the answer to that part is no.

I know that was kind of convoluted. Let me take another run at it.

If a certain vendor wants to be able to install switching equipment inside a BellSouth Central Office, BellSouth is willing to certify that vendor to perform that task either for BellSouth or for CLECs. That vendor need not be performing that service for BellSouth, that is installing BellSouth switching equipment, in order for it to be certified. So BellSouth need not be acquiring that vendor services in order for that vendor to become certified.

Q: And my question was, is there any instance in which BellSouth would require a vendor of a CLEC to enter into a contract with BellSouth?

A: Well, that's going back to the first part

Page 108

of my answer. I'm not aware of there being any contractual arrangement between BellSouth and the vendor for the certification process. I know fairly specifically the steps that a vendor would go through to become certified, but, you know, whether there is a legal contract between BellSouth and those vendors for the certification process, I just don't know.

Q: Would it be appropriate under any set of circumstances that you can think of for BellSouth to require a vendor of a CLEC to enter into a contract with BellSouth?

A: Yeah, there are some cases. For example, the certification process itself costs money.

To describe that process very generally, there is exchange of information, there are work observations of the vendors' work that have to be performed in order for that vendor to be certified; and some of those observations and verifications that the work was done properly cost money.

So, yeah, there may be — it may be appropriate for there to be a contractual arrangement between the vendor that wants to be certified and BellSouth that would discuss how those costs are going to be defrayed or recovered.

Q: Any other set of circumstance?

Page 109

A: It may also be appropriate — since BellSouth's resources are committed during the certification process, it may also be appropriate to define the time frame within which certification is either achieved or denied on behalf of the vendor, such that we know, you know, with some amount of precision how much resources BellSouth would have to commit to the certification process.

So, you know. It also would be appropriate, I think, to identify the overall time frame within which the certification ought to take place, just from a management perspective, to make sure that the skills that were certified in year one are still certifiable at some time in the future.

If the certification process itself took ten years, there might have been steps in year one that are outdated or obsolete by the time the final, you know, the entire process was completed. I'm not suggesting it would take near that long, but I'm saying maybe the overall certification process should be performed within a given time frame such that the skills that are going to be exercised once certification is achieved are still relevant to the work that's going to be done and the manner in which the work is going to be done.

Page 110

Q: Are you aware of any instance in which BellSouth is presently requiring CLEC vendors to enter into such contracts with BellSouth?

A: Again, that's the same question you asked me a minute ago. I don't know of the contractual nature between or the situation between BellSouth and the vendors that want to be certified. I am familiar with the process of the certification itself.

Q: Let's talk about that process. Does BellSouth have a handbook or guide or internal documentation that states what the process consists of, both in terms of procedure as well as in substance?

A: Yes.

Q: Is BellSouth willing to provide that information to WorldCom?

A: Certainly.

Q: Is BellSouth willing to specify in the interconnection agreement what that process consists of?

A: I'm not sure what you mean by process. BellSouth is willing to and I believe already has provided to MCI the information that it provides to prospective vendors. So I think that part has already been done.

Page 111

I would not personally be in favor of burdening the interconnection agreement itself by including all that information directly in the interconnection agreement. I'm not opposed to including that information by reference for two reasons. One, I think that will keep the overall size of the interconnection agreement smaller rather than larger. Also, like any other practice, the practices that are covered by the certification process themselves are subject to continual improvement and replacement over time and I don't think we ought to lock in at the time the interconnection agreement is made between MCI and BellSouth the certification process that, as I say, potentially could grow and evolve and be improved over time.

Q: But in the circumstance of what you're describing where the certification process is incorporated by reference into the contract, that process could be changed unilaterally by BellSouth at some point in the future; correct?

A: It could be, yes.

Q: And BellSouth would at that point contend that that change applies to WorldCom, right?

A: Yes, and that's the trade-off. First of

Page 112

all, let me say that BellSouth doesn't change those certifications procedures without justification. Because the vendors that are on the list for BellSouth's own use are available to all CLECs, so we have an interest in ensuring that the vendors do their work well, and that's why we certify them in the first place.

But work practices grow and evolve, new techniques are identified and put in place, and so I don't want to stifle the development of work practices and not be able to use some innovation simply because it was discovered after the time of the signing of our agreement. That's my concern.

Q: Has the certification documentation of BellSouth been modified to contemplate certification of a vendor that does not work for BellSouth?

A: Yes. I mean from the outset the certification process was open to any vendor that wanted to be — that wanted such certification.

BellSouth chooses from the list of certified vendors those that it wants for its own needs. The same list is available to MCI and any other CLEC. So BellSouth has certified vendors that it has no interest in using because it has chosen another vendor, for example, for certain types of

Page 113

work.

So going back to what I said earlier, there is no contractual arrangement between BellSouth and a certified vendor that says once you're certified, I'm going to use your products or I'm going to certify you because I want to use your products. So there are vendors on the list that BellSouth doesn't use, but are certified nonetheless.

Q: All right. Just a couple more questions. For the vendors of CLECs, is BellSouth willing to certify individuals, individuals as vendors opposed to a firm or a company?

A: I don't know. I don't know the answer to that, but I will tell you I'm concerned about the manageability of such a process where an individual within a firm is certified, but another individual within that same firm is not certified.

I guess we're not opposed or I'm not opposed to that philosophically, but I don't know how workable that kind of arrangement would be.

Q: There hasn't been any instance where that has become an issue or a problem, at least so far?

A: No, not that I'm aware of. I mean generally — well, not generally. The certification process that we do is a certification of the company,

Page 114

the vendor, not the individuals that work for that vendor at a given time. So it is an examination of their work processes, an examination of their technical knowledge, as well as observations of the work they've actually done to ensure that that's defect free and that sort of thing, and that certification is done on the company rather than directly of the individuals within that company, so.

Q: 66. I take it that with regard to Issue 66, part of the issue that BellSouth has had is that it has been unable to verify whether certain of these proposed standards exist. Is that a fair statement?

A: That's part of it. And the other part is the applicability of those standards to the relationship between the collocator and BellSouth.

Q: With regard to whether certain standards exist, are you familiar with the rebuttal testimony in Georgia that Michael Messina filed?

A: Yes, I read it.

Q: With respect to that rebuttal testimony, is it your understanding that for two of the standards that originally had been listed by WorldCom that Mr. Messina indicated that those standards had been replaced?

A: That sounds about right. I would need to

Page 115

look at his rebuttal to see directly. Could you point me to the page?
Q: I will tell you what it is on my copy and see if that works for you too. But it's at the very end of his rebuttal testimony. I have page 25.
A: I see that now. Okay, I'm there.
Q: Were you able to verify whether those replacement standards exist? I'm referring to GR 63 and GR 1275?
A: I've not done so. I mean I'll take that subject to check. But the second part of your question was, does that mean that we're okay with the rest of them and the answer to that is no.
Q: I haven't got to that point, okay?
A: Sure.
Q: Yeah, let's go to that. That's the next one. What do you think of the other standards?
A: They are fine to the degree that they are applicable to the business relationship between BellSouth as a provider of space and MCI as a user of that space.
There are a lot of standards that BellSouth believes are not appropriate. For example, the so-called NEBS standards, N-E-B-S, have various levels of standard setting, and BellSouth agrees

Page 116

with, for example, NEBS Level 1, which deals with the fire safety of the equipment.
There are higher levels in the NEBS standard that talk about the functionality and the efficiency by which the equipment performs certain tasks. BellSouth does not impose NEBS Level 2 functional standards upon collocators, because we believe that that's a decision that the collocator needs to make for itself as to which equipment it chooses and the relative efficiency of the functioning of that equipment.
So BellSouth believes that only those standards that really are applicable to the business relationship between the two parties are what's appropriate. If MCI wants to choose equipment that's very inefficient in its operation and yet meets NEBS Level 1m meaning it's not going to set the place on fire, BellSouth is fine with that.
So we want to make sure that we agree on standards that really have something to do with the relationship between us providing space to you and your use of that space.
Q: The use of various standards is pretty frequent throughout the interconnection agreement, isn't it? I'm talking beyond just this Issue 66?

Page 117

A: Well, yeah. There are other places where various standard setting bodies' work has been incorporated into the agreement, yes.
Q: Right. And standards where they exist elsewhere in the agreement, for example, with respect to electrical codes, those standards often apply to the actions or omissions of entities beyond BellSouth and MCI Metro; correct? The same codes apply to what other people do?
A: That's right. And to the extent those other people you reference are also collocators in the same Central Office, then yes. And what BellSouth believes is appropriate is that the standards that we do embrace in our interconnection agreement allow for all collocators quiet enjoyment of their collocation arrangement.
That is, that a neighboring collocator doesn't interfere with the equipment that MCI places and operates and, likewise, MCI's equipment doesn't interfere with theirs or with BellSouth's.
So those are the kind of standards that we believe are appropriate here.
But what we don't think are appropriate are higher level standards that really don't go to that issue of interference and conformance with

Page 118

safety codes and the like.
Q: You've referenced NEBS and your thoughts about that standard. What about these other standards that have been listed? I mean, what are your objections to those?
A: Well, direct me to which ones you're referring to. BellSouth is not opposed to the use of industry standards. In fact, where they exist and where they are applicable to the issue at hand, we're in favor of national standards. So there are lots of standards that we agree are appropriate for inclusion in the interconnection agreement.
Q: For example, would you agree that WorldCom should abide by the generic requirements for lead acid storage batteries?
A: In what standard and in what level of standard?
Q: It is specifically identified in our proposed language that's 9.6 of Attachment 5, and it references Issue 1, BELLCOR June 1985?
A: Well, without that in front of me, I can't answer definitively, but I can tell you that generally we don't have a problem with the use of that standard to the extent that it talks about the manner of placement of those lead acid batteries so

Page 119

they are done in a safe manner, that the venting of any gases is handled.
On the other hand, if, and I don't know if it does or not, but if that standard goes to the issue of the service life of the battery or the reserve capacity of the battery or how long under load the power should stay at a certain level, then that is an issue we're not overly concerned with. That's the choice of lead battery that MCI makes, presuming that it can be installed in a safe manner, is a matter for MCI to consider, not BellSouth.
So generally if it's a matter of safety or interference with adjacent equipment, then we're concerned about it. If it's a matter of performance, then we're not generally concerned with that.
Q: Would you agree with me that the standards that WorldCom has proposed do have aspects of safety considerations as opposed to performance?
A: Some do and some don't, yes.
Q: Well, there's a standard 9.8 dealing with isolated ground planes, and I think you had had some testimony earlier —
A: Yes.
Q: — with regard to that.
That also has a safety component, does it

Page 120

not?
A: It certainly does.
Q: With respect to generic requirements for particular voltages of Central Office power plant control and distribution equipment, doesn't that have a safety aspect as well as a performance aspect?
A: Yes, it does.
And BellSouth is not opposed to that sort of standard. It's where the standard reaches beyond that and gets into levels of performance and interoperability with other equipment that BellSouth takes issue.
Q: I would like to show you the list itself, which is actually part of the proposed MCI Metro/WorldCom language, and ask you to tell me which of those standards contain what you consider to be objectionable performance standards or requirements.
I'm going to refer your attention to Section 9 of Attachment 5.
A: Oh, I'm sorry, say again.
Q: Section 9.
A: I got it. Thank you.
Well, I know that I can't answer your question because, for example, 9.2 is the National Electrical Code, and I have a copy of that in my book

Page 121

case, it is about an inch and a half or two inches thick and has just a myriad of different ones. If you're asking me to sit here and off the top of my head tell you which sections I agree with and are appropriate for inclusion and which are not, I can't do that.
Most of these are quite voluminous documents and I can't say sit here and tell you which paragraphs apply and which don't.
Generically those standards that have to do with safety-related issues, interference issues with equipment that's located in proximity, those are the ones we're concerned with. But I can't sit here — I mean, well, look at 9.11. I recall that standard as also quite voluminous. So I can't sit here and tell you paragraph by paragraph. I bet if you stacked all these things up, you would have at least a foot of paper here, so I can't do that.
Q: But each one of those standards has a safety aspect, does it not?
A: Yes, and some have more than that. Yes. For example, some of the — well, the one NEBS document that you see there at 9.4, my recollection is that has a performance section in it too, because it's talking about generic requirements.

Page 122

Q: Are there any of these standards that you would object to inclusion within the contract because of what they require other than for performance?
A: Well, perhaps. And the reason for that, for example, if you look on page 33 of what you handed me, 9.9, paragraph 9.9 deals with supplier support. And the caption or the title is Supplier Support Generic Requirements. Now we're off into a different avenue of performance. Now we're talking about performance as a supplier. Earlier I was talking about performance of the equipment itself.
So, yes, there are other parts of this that are objectionable.
Q: Did you review each of these standards before submitting your prefiled testimony?
A: No. I saw the list. I didn't go back to each of these and read them in their entirety. Again, as I pointed out, that's quite a lot of paper.
What I tried to do was point out our objection is not to having standards per se; in fact, we're in favor of those. Our concern is that the standards that we adopt mutually would be related to what we provide to you as a supplier of collocation space.
MR. WOODS: I personally don't have any

Page 123

other questions. I do want to point out to or just mention to Mr. Milner as well as to counsel that I believe that WorldCom has proposed for 9.3 a standard that is different than what is reflected in the original proposed language, and I just wanted to mention what it is. And it is GR-1089.

MR. WOODS: I'm sorry, could you say it one more time.

MR. WOODS: GR-1089-CORE Electromagnetic Capability and Electrical Safety General Criteria for Network Telecommunications Equipment.

THE WITNESS: You're offering that as a substitution for 9.3.

MR. WOODS: I believe that we have.

Upon further review, we were not able to find the standard indicated in 9.3 as part of the Telcordia standards or requirements.

MR. O'ROARK: Time for a lunch break?

MR. TWOMEY: Excellent time. 45 minutes?

MR. O'ROARK: 1:15.

Page 124

THE WITNESS: Fine.

MR. TWOMEY: We're going to go off the record until about 1:15. We're going to leave the line up. If you want to leave your line up, you can do the same or you can dial back in. I think it will work either way.

(A lunch recess was taken.)

MS. CHRISTIANSEN: Patty Christiansen with the Georgia Public Service Commission.

MR. O'ROARK: Hey, Patty, we're ready to get going.

EXAMINATION

BY MR. O'ROARK:

Q: Mr. Milner, I'm De O'Roark, we have met before. I'm going to be covering the non-collo issues with you this afternoon. I would like to start with Issue 5, which concerns OS/DA as a UNE.

A: Yes.

Q: You said you had read Mr. Messina's rebuttal. I'm sure you noticed in reading the rebuttal that he referred to recent testing that WorldCom has done concerning OS/DA routing?

A: Yes.

Q: Are you familiar with that testing?

Page 125

A: Yes, generally so. I was not directly involved, but I know what was going on, yes.

Q: Are you familiar with the test results?

A: Yes. I understand that they were positive.

Q: The testing appears to show that BellSouth can process OS/DA collos using Feature Group D; is that right?

A: That's right. Yes, and I would point out that we had done our own testing before in a couple of different places that came to the same conclusion; that we have methods in place that can accommodate Feature Group D signaling.

Q: Are you referring to the testing that you mentioned in your testimony?

A: Yes. Well, we did some testing in Florida that I mentioned in my testimony. Then we did some more testing in Norcross, Georgia, and then we developed solutions to some of the problems that we discovered in the Norcross, Georgia testing, and it is that third set of testing of the solutions to the Norcross problems that I'm mentioning.

Q: You say that I'm mentioning, the testing has just taken place in the last few weeks?

A: No, no, not at all. In fact, I named the

Page 126

methods by which — it is either here or in my rebuttal testimony, but I name the methods that we came up with to provide for Feature Group D signaling and that was done at least a year ago.

So I'm contrasting or not contrasting, but not stating that we had already done our testing. Now MCI has apparently done that same sort of testing and has come to the same conclusion that we reached a year ago. And that is, that using the so-called routing hubs are appropriate means of doing the Feature Group D signaling.

Q: Let me make sure I understood what you just said, because you referred to routing hubs, which I understood was your AIN solution.

A: Well, let me not even use that phrase routing hub, because I don't mean to confuse it with the AIN solution. No. What I'm talking about, let me find it, if you give me just a moment, in my rebuttal testimony. I lay out the ways that we can do that.

Q: Mr. Milner, if I can suggest, I've got some questions I think are going to walk us through, if that would be all right.

A: Sure.

Q: In talking about the testing that WorldCom

Page 127

has just done and that you said that BellSouth had done about a year ago, that involves the, I believe, the pseudo code method that you described in your testimony?

A: Yes, that's what I'm referring to. Yes.

Q: And using that pseudo code method, BellSouth can route an OS/DA call from its switch to say a WorldCom OS/DA platform using shared transport?

A: Yes. Now, part of the transport is going to be shared and part will not. And here is my point: To the extent that the traffic is still traversing BellSouth's network, then that's on shared transport. Once it leaves BellSouth's network and goes to MCI's choice of OS or DA platform, there's no sharing there because that's MCI's traffic.

Q: Understood.

A: Do you follow me there?

Q: Yes.

A: In other words, that's not shared. But within BellSouth's network, there is sharing.

Q: Then for most of the OS/DA traffic using this pseudo code method, it can pass through the BellSouth access tandem; is that correct?

A: That is correct.

Q: And using this method, you can also

Page 128

accommodate overflow traffic from a dedicated trunk; is that right?

A: That could be done, yes.

Now, let me — maybe we can do it now or later on if you would like. Let me clarify something that was in my testimony that I think confused and I didn't mean to.

Q: Please.

A: And that is, MCI is free to acquire unbundled tandem switching from BellSouth and it gets all the functionalities that our tandem switches are capable of.

So when I said that we shouldn't do tandem switching, I was not referring — or rather overflow routing of MCI's operator and DA traffic, I did not mean to imply that you couldn't take tandem switching to accomplish that same purpose.

In other words, what I meant to say was that our platforms are accessed on a direct basis and there's not a way to send traffic to our TOPS platform, T-O-P-S, operator services platform and then tandem it back out of there. However, you could use an access tandem to achieve the benefit that MCI wants, and that is to have direct routing and then overflow routing through a tandem switch and still

Page 129

reach the WorldCom OS/DA platform.

Q: I don't want to get too technical, but as I understand it, at least part of the problem that had emerged before had to do with BellSouth's 5-ESS switches?

A: That's right.

Q: And I gather that still even with the pseudo code method, calls that go to those switches are going to have to go via direct trunks to the WorldCom OS/DA platform?

A: No, not necessarily. They don't have to go direct. One of the methods that I discussed was to send that traffic to a Nortel manufactured switch instead, where that traffic could be aggregated with the traffic from other involved switches.

Q: Essentially the 5-ESS switch would lateral to another switch and then the traffic would go on?

A: Yes, that's a fair statement.

Q: So could traffic routed to a 5-ESS switch also be handled on an overflow basis? That is, I suppose you could go direct from the 5-ESS switch to the WorldCom OS/DA platform; or if you had an overflow situation, it could be a lateral to the DMS switch and then go to the tandem and then to the OS/DA platform?

Page 130

A: Well, you couldn't — not entirely. You said could you go direct from the 5-ESS. I just want to clarify that the 5-ESS we're talking about is an end office rather than as an access tandem. The 5-ESS can be used as either one.

So, yes, you could do direct routing from the 5-ESS end office to MCI's OS/DA platform, and I can't think of a reason why that traffic could not be handled on a tandem basis. That is, overflow traffic could go from there to a suitable BellSouth tandem for aggregation with other overflow traffic and then sent on to MCI's OS/DA platform.

Q: This pseudo code method, that we're discussing involves the line class code method; is that correct?

A: That's correct.

Q: Let's take a look at your direct testimony. Page 4, line 14, please.

A: Okay. I'm here. Page 4, line 14?

Q: Yes. That's a blank line on mine. Let's make sure.

I have it as a paragraph beginning "BellSouth stands ready," do you see that language?

It's your rebuttal. Excuse me. We are in Georgia.

Page 131

A: Okay, I'm there.
Q: You say there that BellSouth is willing to include language that would give WorldCom a contractual right to use the pseudo code method?
A: Yes.
Q: Let me summarize here. The current status is that the pseudo code method has been tested by WorldCom in a test environment. So far so good?
A: Yes.
Q: But it has not yet been tested or used in a commercial environment?
A: That's true. But BellSouth's testing was not in a laboratory environment. It was using switches that, you know, are in service at this moment carrying real traffic. So it was not a laboratory environment that we tested the translations in.
So we did testing in live switches, but not in a commercial application. In other words, we don't have a commercial customer for this, MCI or anyone else. But the testing we did was in real switches, not in a laboratory environment.
Q: You said you reviewed Mr. Messina's rebuttal testimony and so you've seen his proposal that WorldCom essentially would agree not to require

Page 132

BellSouth to provide OS/DA as a UNE, provided that it turns out that pseudo code method actually works in a commercial environment?
A: Right, and I think that's fine. And to the extent that MCI wants to do collaborative testing with BellSouth, we're willing to do that. We have tested the methods ourselves. Apparently MCI has done likewise. We've reached the same conclusion. You know, we're willing to go forward and put it in place for you if that's what you like. If you want to do collaborative testing, we're willing to do that. But I believe the issue to be solved.
Q: What does BellSouth charge for the pseudo code method, if you know?
A: Oh, gosh, I don't know. In fact, I'm not even sure if there is a separate charge for that. I just don't know.
Q: I suppose that might be one last hurdle to get past is some agreement on what the price would be?
A: It could be. But what we're talking about here is labor, we're talking about expense. We're not talking about hardware. We're just talking about the translations in switches to make that pseudo code, as you call it, work.

Page 133

Q: Do you know whether BellSouth intends to charge WorldCom for the line class codes that would be necessary for it to obtain?
A: Yes. There are prices for MCI's use of the line class codes that are part of MCI's switches, and I don't have those rates before me, but there's a setup fee and a charge for the — I suppose a recurring charge, but I'm not sure about that.
But, yes, there are charges for MCI's use of line class codes.
Q: Are the line class code charges something that you know much about? You said you don't know what they actually are. Do you know how they are derived?
A: Only generally. Let me first explain that a line class code is just an area of the memory of a switch that are pointers to other routing instructions within the switch. So there is some element of the charge that would be derived from that hardware and software in the switch that's used exclusively by MCI, that is the line class code in the switch, and there's also the labor cost of performing the translations in response to MCI's choice of routing for its customers.
So I would expect that the cost would be

Page 134

or the price rather to MCI would be a function of both the labor involved as well as the switch hardware that's required.
Q: I'm going to describe my understanding of something, but I'll represent to you I don't know a whole lot about this.
But my understanding is that a similar cost issue came up with Bell Atlantic and the way it was resolved with Bell Atlantic was that we were willing to agree to use the same line class codes that Bell Atlantic used for its own customers, so that it didn't have to create whole new categories. And that largely resolved the cost issue, again as I sort of loosely understand it.
Might that provide a way to resolve the cost issue here in BellSouth territory?
A: I don't think so based on what you've just told me.
Q: Why not?
A: Here is why. Let me explain what the line class code does and why it has to be assigned and translated.
Let's say that you and I are both — well, let me put it this way: That MCI acquires unbundled switching from BellSouth in its Dunwoody Central

Page 135

Office. You and I both live in that area. You get your service from MCI and I get my service from BellSouth. We're both served by BellSouth's Dunwoody switch. Let's say we have the same class of service; we're both signal party, flat rate, residential customers.

The switch doesn't recognize the fact that you're an MCI customer and I'm a BellSouth customer and when we dial zero, the switch needs extra information with which it will know how to route the call. When you dial zero, MCI wants you to go to a MCI OS/DA platform. When I dial zero, the switch is exactly the same class of service and the same digit dial, the switch needs some differentiator that tells it to route your call when you dial zero differently from my call when I dial zero, that is routed to a separate trunk group, and that's what the line class code does.

So when you ask me will the problem or will the issue go away if BellSouth and MCI use the same line class codes, that can be done, and in the resale environment that's done all the time, but that would require that the routing of MCI's calls would be, you know, your calls let's say, must be the same as mine.

Page 136

In other words, without the line class code, there's nothing to differentiate to the switch. We're both 1-FR customers, we both dialed zero, but your call will be treated differently from mine.

To take that one step further. If MCI said "I'm okay with De dialing zero and reaching the BellSouth OS/DA platform," then yes, we could share the same line class codes because no differentiation is required.

Q: Even if we wanted unbranded OS/DA?

A: If all the options were the same, then whether it is branded or unbranded. If BellSouth agreed to unbrand its operator services, then we could share the same line class codes. But we're not willing to do that.

So, therefore, if MCI wants your call to go to a separate platform than BellSouth's, then you need a line class code or you need the AIN solution, one or the other.

Q: So there's not like a line class code method; if we go to BellSouth's OS/DA platform, the only way we don't get hit with that line class code charge is if we agree to BellSouth branding?

A: That's right.

Another alternative is that you agree or

Page 137

MCI desires unbranded access and then MCI and any other CLEC who also chooses unbranded access could share that set of line class codes.

In other words, if MCI CLEC A, B and C all say "I want to use BellSouth's OS/DA platform and I want my calls to reach that platform and be unbranded," then all of those CLECs, MCI included, could share the use of that single set of line class codes.

Q: Quick question about the AIN solution, which is different than what WorldCom has tested; correct?

A: That's correct, yes.

Q: BellSouth charges a flat rate of $400,000 regardless of CLEC size or how many BellSouth offices are involved; is that right?

A: I don't know. Again I've addressed the issue from the technical side of the table. I don't really understand what prices we've put on the table for the use of that.

I can tell you generally the call process steps, what's required in the switches, what's required in the AIN network and that sort of thing, but I don't know, except generally, how the cost or the prices ultimately that MCI would pay were built

Page 138

up. But I can tell you generally what things go into there.

Q: I have just a couple of questions for you on Issue 15, which is related to what we were just talking about. It has to do with the ANI II digits.

What are ANI II digits?

A: ANI or Automatic Number Identification is a set of digits that identify to the switch or, excuse me, are identified by the switch of the person making the call. Those digits are used in the billing process to establish who the calling party was in, say, a long distance call. So there are different categories of those digits including the, you know, that would show the calling party. There's also time stamps in terms of when the call was placed, when it was answered, when it was disconnected. So generally that's what ANI digits are all about.

Q: Does the pseudo code method that we have discussed pass the ANI II digits unchanged?

A: Well, the answer is yes, it does. There are conversions to let the end product that's handed off to MCI be in Feature Group D format with the ANI II digits intact.

The example or the explanation of that in

Page 139

my testimony talks about one problem, and that's with the, again, with the Lucent 5-ESS, and we have not been able to make, because of the inherent technical capabilities of the 5-ESS as an access tandem, be able to pass ANI II digits, and that's what I discuss on page 14, unless we provide direct trunking between BellSouth's network and MCI's network.

Q: So that would be the case with that 5-ESS switch, and we had talked about the possible overflow situation before even with the 5-ESS.

A: Uh-huh.

Q: But with the 5-ESS, if you were to instead of going direct, you took the lateral, described earlier, to the DMS switch and then up to the access tandem, in that process you lose the ANI II digits?

A: That's right if we're talking about the AIN solution, and that's because the trunk group — it's not a factor in the line class code solution. It is a factor in the AIN solution.

Q: Okay.

A: And the reason is that the trunk group that's used between the end office and the so-called AIN hub uses a different form of signaling called Feature Group C.

Q: And what we were talking about before,

Page 140

though, was the pseudo code line class code method?

A: Yes.

Q: For that, the ANI II digits would pass unchanged?

A: That's right, there's no problem there. The problem is in the very limited case of where MCI has chosen the AIN solution and wants to use shared trunk groups and the end office is a 5-ESS.

But even there, as I point out in my testimony, we know how to do that, we know how to convert that Feature Group C signaling to Feature Group D, but only on a direct group basis.

Q: Let me show you the language in dispute, Mr. Milner. It is in Attachment 3, 7.2.1.16.

A: If I can share yours?

Q: I'll just show it to you and you'll see that there's only a small part of it that's in dispute. If you can take a quick look at it, I'm trying to see whether we really still have a dispute. Since you have it, could you just read the bold language?

A: Sure. The bold language in Section 7.2.1.16 reads calls from local switching must pass the ANI II digits unchanged. That part is not in dispute. We know how to do that.

Page 141

There may be a dispute still if MCI insists that there be no direct trunking from an end office directly to MCI's OS/DA platform, but rather would want to use shared trunk groups. Again, it's limited only to the AIN solution.

Q: So it's that one problem that you were just describing would be the one reason that BellSouth might not be able to sign onto that completely?

A: That's right. So if there's some caveat that needs to be added to that, that's fine. But let me be sure we're clear. We can accommodate this in the case where MCI said "I want to use the AIN solution," then the solution to this part of the problem is that from BellSouth's 5-ESS end offices, there would have to be direct trunking from that end office to MCI's OS/DA platform. We would still pass ANI II digits unchanged.

MCI in other parts of this case says that it wants to use shared trunking or common trunking as often as it can. I understand that. But here is a technical limitation that would not allow that in that case where the end office is a 5-ESS and MCI's has chosen the AIN solution rather than the line class code solution.

Page 142

Q: Thank you for that explanation, Mr. Milner.

While we're on the subject of OS/DA, why don't we talk about Issue 19, which also has to do with the routing of OS/DA traffic from a BellSouth switch to the WorldCom OS/DA platform.

A: Okay.

Q: Do you have Mr. Messina's direct testimony? If you don't, I can supply it to you.

A: I believe I do. I think I do. Yes, I do. I'm sorry, his direct testimony?

Q: Yes.

A: I've got his rebuttal testimony.

Q: Well, I brought his direct and not his rebuttal, so between the two of us, we've got a complete set.

A: All right. I'll look further. I thought I did.

Q: Excuse me. It's going to be the Martinez direct?

A: I've got Mr. Martinez's direct here.

Q: Good. If you can turn to page 21, please, where Issue 19 should start.

A: Yes, I'm there.

Q: What I would like to do is walk through

Page 143

some of these contract provisions and given the technical progress that has been made, explore with you how much of a problem we may still have on these.

A: Okay.

Q: Let's just start with the first one, which is in Attachment 3, Section 7.3.2.2, which would require BellSouth to provide an interface to WorldCom's operator services through appropriate trunk interconnections using customized routing and a signaling format acceptable to WorldCom.

That sounds like something that is now technically feasible, if I'm understanding you correctly?

A: Yes. Now and it has been for quite sometime, but yes.

Q: Putting whatever disputes we may have had in the past and focusing on where we are now —

A: Fair enough.

Q: — the pseudo code method that you've described would fulfill the requirements of this section?

A: I believe it does, yes.

Q: I believe 7.3.2.3. is pretty much the same thing, but just deals with directory services. Read it and tell me if I'm wrong on that. But if I'm

Page 144

wrong, then I would take it that this is also something that BellSouth is capable of doing?

A: Yes.

Q: Then moving to Section 7.6.4, it describes a situation where we've got traffic routed over dedicated transport to WorldCom's operator services platform and states that BellSouth, as specified by WorldCom, would be required to overflow the traffic to share trunk groups.

Is that something that BellSouth can do using this pseudo code method?

A: Yes.

Now, what's not clear in this part is what happens to the traffic that's overflowed to those shared trunk groups. By that I mean this one statement doesn't state whether the traffic is routed to one of BellSouth's tandems, which is normally the case. In other words, if there's a direct route, the second route is usually to some tandem for further processing and completion.

To the extent that MCI wants to do this, technically it can be done, BellSouth is willing to do it. But if that overflow traffic goes to a BellSouth tandem, then we believe we're entitled to tandem switching for handling that traffic at our

Page 145

tandem. But there's not a technical issue here.

Q: Then on Section 14.2.1.5, we have language that would require BellSouth to provide connectivity to operator systems using tandem switching. Is that fair?

A: Yes, that's fair, and we can do that. I think what this statement is about is that MCI wants to use BellSouth's tandems to complete those calls that were handled on a overflow basis.

So, yes, we can do that, and that's really what I was speaking to just a moment, about the disposition of the traffic that overflows from the first group to the second group, we can do that. We just expect to be compensated for the tandem switching that we use to complete the call.

Q: Then let's look at Section 14.2.8, which is kind of a long section. Are the requirements here also something that BellSouth can comply with using the pseudo code method?

A: Well, the answer is yes. The part that I had a little concern with — well, let me break it down.

It says, "Tandem switching shall route calls to BellSouth or MCI end points or platforms." That's fine, that's what tandem switches are capable

Page 146

of doing.

The second part says, for example, operator services and — no public service answering positions or PSAPS on a per call basis. That is something that has to be worked out in advance.

Basically that says "if this route is congested, use this route next." If that's what is meant by per call, that's fine. There is not routing instructions that you can send along with the call that says, you know, "this call I want you to, even though the digits dialed were the same, route them differently than before." But if that's meant that the call is routed based on whether there's an overflow condition or not, that is per call and that part is fine. But it doesn't mean we don't have an ability, all other things being equal, to route the second call differently from the way we routed the first call unless it was handled on an overflow basis.

Q: So we might need some clarification from your standpoint?

A: Yeah, that might need some clarification. But technically there's not a problem as to why this could not be done.

Q: The rest of the language appears to be

Page 147

something that BellSouth is capable of doing?
A: That's fine. Yeah, all of the rest of it is fine.
Now there is a separate issue and we would need to make sure we didn't run afoul of that. I don't recall the issue number, but I'm sure we'll get to it, which deals with routing OS or DA traffic through BellSouth's network using what Mr. Martinez called routable codes. And here we're talking about access tandems and local tandems and that's fine, but just to make sure we don't get confused with that other issue, BellSouth believes that its end offices are not capable of this tandem switching of things like inward operator and operator-to-operator traffic. So I just want to hold that out to the side.
But as far as talking about our access tandems and our local tandems, there's not a problem in this section.
Q: And just to put a fine point on it, at the end of 14.2.8 there's italicized language which I believe BellSouth, at least at one time, was proposing, which would have provided that tandem switching would not be used to route OS or DA calls either directly or on an overflow basis.

Page 148

I'm not asking you to negotiate for BellSouth, but that is no longer — it is not BellSouth's position that you would insist on that language based on some kind of technical infeasibility?
A: No. Again our concern is that where we're providing tandem switching on MCI's behalf, that we be compensated for it. So I don't know the history of this part of the dispute, but our dispute is not whether you can use our access tandems or our local tandems to handle even your OS and DA calls.
The point is, if we provide services from one of our tandems on your behalf for handling this traffic on an overflow basis, we expect to be compensated for it.
Q: Let's take a look at a few more sections and these are from Attachment 9. You'll see the next one cited there in Mr. Martinez's direct testimony. The language simply says that BellSouth shall route resale and UNEP operator services traffic to MCI-M's designated platform using switched access facilities that provide ANI or in any other manner agreed to by MCI-M. Is that language that is also addressed by the pseudo code method?
A: Well, yes, the pseudo code method provides

Page 149

ANI with — and, again, thank you for not making me the contract negotiator, but I'm not sure what is meant by in or in any — excuse me. Let me start over. By the statement there that says "or in any manner" — "any other manner," rather, "agreed to by MCI-M." So, I'm not sure what was meant by that.
But the first part of the statement where it says that BellSouth shall route resale and U-N-E-P or UNE-P, as we call it, operator services traffic to MCI-M's designated platform using switched access that provides — switched access facilities, rather, that provide ANI; all of that can be done by the pseudo code method. So I don't think that's a point of dispute any longer.
Q: Then moving on to Section 2.8.1.1, it states that "At its option, MCI-M may order and BellSouth shall provision separate trunk groups from the BellSouth access tandem or end office to MCI-M's platform as directed by MCI-M." That is a capability that the pseudo code method can provide?
A: Yes.
Q: And then finally Section 3.2.1.1.
A: I'm sorry. Is it in here? Yes, I see it now.
Q: The Word version of this document got a

Page 150

little dicombobulated, but you'll bear with us.
I'm trying to sort through the parties' competing versions, but I'll try to read you the WorldCom version.
"That at MCI's option, BellSouth shall route all 411, 1-411, 555-1212 traffic to MCI-M's Directory Assistance Services Platform using FGD signaling, either through direct end office trunking or via the access tandem."
Again, if I understand it correctly, the pseudo code method would enable BellSouth to do that?
A: It does.
Q: Let's take a look at your rebuttal testimony at page 16, line 19.
A: Okay.
Q: You'll see that you say there that, just to put it in context, we're talking — you were talking about BellSouth's routing of operator services and directory assistance traffic for BellSouth's own end user customers, and you described that, and then you say at line 19, "BellSouth would have to alter its network to route MCI's operator services or directory assistance traffic via a tandem switch as MCI has requested, which BellSouth is not required to do."

Page 151

I wanted to ask you about that because we have gotten off on such a good start today and that sounds a little bit different than the conversation we've just been having. Perhaps you can explain that language to me.

A: Okay. Yeah, let me explain what I meant here. And, again, I want to hold it out from this network routable codes issue that Mr. Martinez talked about.

Q: We'll talk about that later.

A: But to the extent that MCI wants to use this pseudo code solution and in the event that it uses BellSouth's tandems to handle any overflow traffic that results from that, we're fine with all of that.

What I was saying here was, BellSouth doesn't use access tandems or any kind of tandems between its end offices and its operator platform.

If MCI was suggesting that it use those same trunk groups for its traffic as BellSouth's end users use, to make that work technically would mean that we would have to route those trunk groups through a tandem, which we don't do today, and we don't believe we've got an obligation to do.

By comparison, if you're talking about the

Page 152

pseudo code solution, that means different trunk groups than the trunk groups over which BellSouth's customers traffic is transported, so there's not a conflict there.

My point of this explanation was that we don't believe we've got an obligation to reroute the trunk groups carrying BellSouth's end users' operator traffic through a tandem to accommodate MCI's need or desire rather to share in the use of those trunk groups.

Q: Well, it's time for us to disagree about something, Mr. Milner.

A: I knew that was coming.

Q: Let's talk about Issue 8, which concerns UNE specifications.

A: Yes.

Q: Can we agree that technical specifications should provide technical parameters regarding the facility in question so that people using that facility can design their products and networks knowing the facilities' capabilities?

A: Yes, I agree with that, and generally I think that well understood, well articulated technical standards are a good thing.

Q: Can we agree that there are in existence

Page 153

technical specifications for loops?

A: There are some, yes.

Q: Let me clarify my question, because, obviously, BellSouth is proposing some specifications for unbundled loops. And let me ask you, putting those aside, as far as loops generically, there exist technical specifications, don't there?

A: Yes. Yes.

Now my point or one point in my testimony was that there are not yet technical specifications covering all aspects of all Unbundled Network Elements. So at this moment there are not some that we can adopt.

In the event that more unbundled network elements are created or required by commissions, then there's that work that still would remain to document exactly what MCI gets when it buys that unbundled network element.

Q: There isn't any physical difference between a loop in BellSouth's network and a loop that BellSouth unbundles for a CLEC, is there?

A: Yes. Let me explain the difference. What BellSouth provides to MCI as an unbundled loop is physically different than a loop that BellSouth uses in conjunction with providing

Page 154

service.

For example, there is a means of cross connecting the loop from the BellSouth distributing frame over to MCI's collocation arrangement, so-called cross connect, so that's an attribute of the unbundled network element called the loop. However, BellSouth doesn't have a similar cross connect because it doesn't have a collocation arrangement.

So beyond that, the technical attributes of the loop beyond that cross connect and beyond the BellSouth distributing frame going towards the customers' premises are the same whether they are used for BellSouth's end user or MCI's.

Q: Isn't the cross connect a separate element that BellSouth charges for separately?

A: Well, it's a separate cost element that's included in the price of the unbundled loop, yes, but there's not a separate UNE called cross connect.

My recollection of the pricing structure was that there is a discrete part of the unbundled loop charge for that cross connect.

But my point really was that that is present in the unbundled loop world that's not present in BellSouth's use of the loop for

Page 155

provisioning service.
Q: So your understanding is that that unbundled loop has an additional piece to it which is the cross connect, which I suppose might, for example, go from the main distribution frame to the CLEC's collocation space?
A: That's right.
Q: So that the loop doesn't just end at the main distribution frame, it continues all the way through to the collocation space?
A: Or the unbundled loop.
Q: The unbundled loop, that's what I mean.
A: That's correct.
Q: Putting aside the cross connect piece, an unbundled loop is exactly the same physical facility as any other loop in BellSouth's network?
A: Let me qualify. Let me come at your question a different way. Let me say first that there are a number of different types of loops. There are the so-called voice grade loops, there are, you know, ADSL compatible loops; but all other things being equal, whether that part of the loop was being used for an MCI customer or a BellSouth customer, they are the same.
In other words, if MCI were to take an

Page 156

unbundled voice grade loop, it would have the same — except for that cross connect piece, would have the exactly the same technical characteristics and parameters an as if that voice grade loop were being used for a BellSouth end user.
Q: Is there a technical difference between the cross connection to a collo space and the connection from the main distribution frame to a port on BellSouth switch?
A: Yes, there is.
Q: What is it, please?
A: The technical difference is that for BellSouth's own use of its loop, there are so-called jumpers, that we talk about, that would connect a place on the distributing frame where the loop appears to a place on the frame where the switchboard appears, you know, establishing connectivity between those two places. You have that same type of cross connect for an unbundled loop in that the place that the loop appears on the distributing frame is connected to a connecting block on a different part of the distributing frame by means of a jumper, so that part of the process is the same.
However, in the case of the unbundled loop, you've got another piece of wire, a cable that

Page 157

we talked about earlier, these connecting facilities, that go from that connector block on the frame over to the collocation arrangement.
So the provisioning of the cut-over process is the same in that you remove one jumper and replace it by another, but there's also this connecting facility, that is that multi pair cable that runs from the distributing frame to the collocation frame.
Q: You've provided as an exhibit to your testimony the specifications that BellSouth would propose for unbundled loops?
A: Yes. Our technical reference, yes.
Q: Does that document pertain primarily to the cross connect piece of the unbundled loop?
A: No. No. What this document sets out are the various loop types, what their technical capabilities are. That cross connect we're talking to is fairly straightforward, it's a pair of wires and then connected to a cable that's also a pair of wires that go over to the collocation arrangement.
Now what this document was meant to do was to set out the technical capabilities of the loop itself, not the cross connect, but the loop, and show a CLEC what those parameters were, such that the CLEC

Page 158

would be in a position to know which loop it wanted in order to provide a certain type of service to its end user.
Q: Why would those parameters be any different than the parameters, for lack of a better term, regular loops in BellSouth's network?
A: No, they are not. They are not. But except through this, except through our providing this technical reference, MCI might not know what those technical parameters and specifications were.
Q: Now you've confused me because in our contract we refer to lots of technical specifications that are referred to, including one on loops; is that right?
A: Yes.
Q: So if we've got the reference to the industry specification on loops, why do we need another document that has those same specifications in it?
A: Well, you don't need to. Where there is another technical reference that includes those specifications, then it's referenced directly in here. For example, on page — at the bottom of the first page of this technical reference begins a list of references and you'll see that there are 16

Page 159

different ones listed starting on the bottom of page 1 and continuing over to page 16.
So BellSouth has included this list of references such that all this language doesn't have to be repeated in this one document. The remainder of the document is meant to explain what BellSouth's own labeling of certain types of loops is, such that you know what I mean when I say unbundled voice loop or UVL, it's described in here, so we both know what it is that BellSouth is providing.
Q: Wouldn't you agree, Mr. Milner, that terms and conditions concerning a CLEC's use of unbundled loops belongs in the body of our agreement rather than in technical specifications?
MR. TWOMEY: Let me object to the form of the question. Just to make sure you're not asking him that question in the context of whether or not doing it that way will have a legal effect, you know, having an effect as a matter of law on the enforceability. I assume you're not asking that.
MR. O'ROARK: I'm not asking the witness for a legal opinion. I'm asking him for what's appropriate.

Page 160

THE WITNESS: Okay. You said MCI's use of the loop.
Q: (By Mr. O'Roark) A CLEC's use of the loop.
A: Or a CLEC's use of the loop. BellSouth is indifferent to the use of the loop and that's really not what this technical reference was meant to do. You're free to use the unbundled loops that you take from BellSouth in any lawful manner.
This technical reference is meant to explain our vocabulary and what we mean by it and what you get when you buy one of these things.
Q: So your understanding of the unbundled loop specification that BellSouth proposes is that it doesn't impose any terms and conditions on CLECs?
A: We may have strayed into that legal conclusion question there that Mike just talked about, but.
Q: Do you know what terms and conditions are?
A: Sure, but I don't understand your question.
I think what you're asking me is, if MCI buys an unbundled voice grade loop, does that impose certain legal requirements on MCI? If I understood your question correctly.

Page 161

Q: Well, let me try it again.
Do the unbundled loop specifications that BellSouth proposes include terms and conditions that would impose obligations on CLECs when using unbundled loops?
A: I don't believe they impose any legal obligations. They may impose some technical requirements on MCI. For example, if MCI takes a certain type of loop, it does so, I believe, with an understanding of what that loop, you know, is and is capable of doing. So there's an obligation that MCI assumes by selecting that loop type rather than some other in ensuring that that loop will perform to what MCI wants it to do and that it will operate with whatever equipment MCI is going to hook it to.
So that's why I say that there may be some technical obligations imposed by your selection of a certain type of loop, but in terms of legal obligations, maybe I'm just missing your point, but I don't understand any legal obligations that would flow from that.
Q: Following my question on something we were talking about just a moment before. Isn't the connecting cable from the main distribution frame to the collo space part of the CLEC's network?

Page 162

A: Sometimes yes and sometimes no. It depends on the time at which that cable was placed.
This is going to take a moment to set up, but at one time the demarcation point was off into a so-called point of termination bay or POT bay. That generally is at the edge of the collocation arrangement. In caged arrangements, it was actually on the outside wall. So in cases where there was a point of termination bay, that was the demarcation point between, let's say, MCI's network and BellSouth's network. So in that case that connecting facility, that cable back over to the distributing frame, was the responsibility of BellSouth to provide. The FCC said that BellSouth could not impose the use of a point of termination bay, so the demarcation point moved to the distributing frame. So then that is part of, let's say, MCI's network because the point of demarcation now is in the distributing frame rather than the point of termination bay.
Q: So unless the CLEC decides to have a so-called POT bay, even though he's not required to, the point of demarcation is going to be at the main distribution frame and that cable is going to be part of the CLEC's network?

Page 163

A: That's right. Yes.
Now you hit our policy exactly. The CLEC can still say "I want a point of termination bay as part of my collocation arrangement," and we say "fine, but that's not the demarcation point between our networks. So if you want to use it, have at it, but the demarcation point is still at the distributing frame."
MR. TWOMEY: If you're going to a new subject, take a short break?
MR. O'ROARK: A short break would be fine. If we can keep it to five minutes, so we can keep pressing on.
(A recess was taken.)
Q: (By Mr. O'Roark) Mr. Milner, let's talk about Issue 11, which concerns the feeder distribution interface.
A: Okay.
Q: Now, the feeder distribution interface, which is often abbreviated FDI, is the point where BellSouth's distribution network converges and carries traffic to BellSouth's loop feeder facility?
A: Yes.
Q: And one practical reason that CLECs would want access to the FDI would be for provisioning of

Page 164

xDSL service?
A: Yes.
Q: So you could access the copper distribution facilities and then route xDSL traffic back to the CLEC switch?
A: That's correct, yes.
Q: Obviously BellSouth also accesses the FDI. Can you give me some examples of why BellSouth needs to access the FDI?
A: Well, BellSouth use of the FDI is, as you pointed out, it is that place where the loop distribution facilities come together with the loop feeder equipment. In some cases that's done mechanically; that is, there's copper pairs in the loop distribution field and copper pairs in the loop feeder part and that's where those are physically connected together. In other cases, there are loop electronics in there that would have to be accessed to associate a certain loop distribution pair with one of these digital facilities that goes forward from there to the Central Office.
So in general, BellSouth's access to the FDI is during the process of service delivery provisioning or in some cases as part of maintenance or repair activities.

Page 165

Q: If a BellSouth technician needs access to the FDI, I assume all he's got to do is take a key or something to unlock it and then he's able to get in and work on the FDI?
A: Yes. Well, we don't work on the FDI. The FDI is just a metal box or some other sort of enclosure; but to work on the equipment or the facilities that are within there, yes.
Q: Our dispute on Issue 11 is that WorldCom wants to get direct access to the FDI and BellSouth wants WorldCom to access the FDI through an intermediate demarcation device. Is that right?
A: Yes. And we have used the term access terminal to describe that intermediate device.
Q: All right. I'll try to remember to use the term "access terminal."
Let's start with the way BellSouth wants the world to look with the access terminal. One thing I noticed from your rebuttal testimony is that BellSouth is willing to prewire the access terminal. Is that right?
A: Yes. And by prewiring — let me go back to a discussion we had earlier. Your example was that the MCI might want access to the facilities inside the FDI in order to use the loop distribution

Page 166

part; that is, the part running from there to each individual customer's premises.
It's also possible that MCI would want to access the FDI to use BellSouth's loop feeder facilities as well. For example, if MCI has its own loop distribution equivalents, like a fiber ring or something like that, and wanted to use, wanted to connect those facilities to BellSouth's loop feeder, you do that through that same — at that same place. So not only loop distribution, but you could access the loop feeder as well.
Now, this prewiring notion is meant to mitigate the need for a BellSouth technician to have to get in a truck and drive out to that location when MCI wants to use some of that loop feeder or some of that loop distribution capacity.
So prewiring would be — let's use the loop distribution example. BellSouth is willing to prewire the number of loop distribution pairs that MCI wants to that access terminal before the fact of service activation for a particular end user. So if MCI said "I want 100 loop distribution pairs to this subdivision, BellSouth," we would say "fine," and we will cross connect those over to that access terminal and they are available to MCI. So then as MCI wanted

Page 167

to use those, BellSouth need not be present because they are already prewired such that MCI has access.
Q: I want to understand that testimony a little bit more, because you talked in terms of say prewiring a hundred pairs to a subdivision.
A: Uh-huh.
Q: Let's think about it this way. Let's say WorldCom wants access to the FDI so it can provide xDSL service to residential customers in Atlanta.
A: Okay.
Q: A customer in a certain subdivision calls WorldCom and requests a new line for xDSL service.
A: Okay.
Q: And let's think through how that would work assuming that we've got an access terminal that's prewired. Would the prewiring have to be from the particular house in question for this to work?
A: That's one example, yes.
In other words, MCI could say "I plan to market in this subdivision pretty heavily. BellSouth, I would like to have a pair of wires from that FDI to each house in that subdivision." Then we could do that, and then MCI would market in that subdivision and say "Call MCI for your xDSL service." That pair is already continuous from each house up to

Page 168

that access terminal. So as MCI was successful in selling the customers its xDSL service, there's no need for BellSouth's involvement in the service activation process, because all that was done beforehand.
Now I said subdivision. That could just as easily be a high-rise building or something like that where there's a large concentration of end users in a particular building.
Q: Now, is there some way that it could be prewired so that we wouldn't have to have a continuous line to each individual house? Could we have, say, ten lines for a subdivision?
I'm struggling here with the concept, because I don't quite understand how this works.
Let's say there's hundred houses in a subdivision and we're hoping to get five customers, and so we want it prewired for five customers, but we didn't know exactly which ones we were going to get?
A: Right.
Q: Is that possible?
A: That's possible.
Q: How would that work?
A: Well, what would work in that case would be that BellSouth would install this access terminal,

Page 169

MCI says "I'm not sure which houses in the ABC subdivision I'm going to sell, I believe I'll capture 50 customers in there. BellSouth, give me loop distribution pairs from the FDI to some point" that MCI would designate, you know, "at or close to the subdivision." And then from there, MCI would either have to provide its own facilities to get to each individual house or would have to acquire other things from BellSouth like the drop or something like that, to continue, you know, to make the electrical continuity.
I haven't seen that in practice, but, you know, what we envision is that MCI might take a certain number of pairs or a pair to each house in the subdivision and we can prewire that and that means we don't have to go out each time you sell another customer. You'd use some of that.
Absent prewiring, if you said "I want the loop distribution pair on an unbundled basis to, you know, 1252 Adam Street," then we would have to dispatch one of our technicians in that case.
Q: In the case where we might have five copper pairs for a subdivision and we make a sale and let's say we're not planning to install our own driver plan, we'll use BellSouth for that, and

Page 170

BellSouth is going to have to roll a truck to make whatever connections are necessary to turn up that new line at the subdivision, but WorldCom could make whatever connections at the FDI that it needed to make using the access terminal to end route that traffic to our switch?
A: You're exactly right. In other words, if the connectivity is not all the way up to the customer's premises but stops somewhere short of there, then BellSouth is going to have to do more work, is going to have to roll a truck to make that continuity. But it does mean that there need not be close coordination between BellSouth and MCI at the FDI.
In other words, part of the loop distribution at least could be prewired to that access terminal. MCI could come when it wanted to to make its connections. And the thing would be continuous, you know, after BellSouth did its part.
So that's a different form of prewiring than I've thought about until today. That could be made to work, but what we envisioned was in a high-rise building, for example, where you said "I don't care about individual office suites; but I want x-number of pairs to the 14th floor of the building

Page 171

at this address," then we could prewire those and then you could use them at your leisure.

Q: Would it be possible to apply that similar, that concept to a geographic area greater than a subdivision?

Like on an NXX basis or a county basis or some other. If you knew that there was population of 20,000 that fed into that FDI, could you prewire it for the whole area or some area greater than just a subdivision?

A: Well, yes. So long as that population that you're talking about is served by that FDI. In other words, those things are, you know, a part of the geography of the landscape is served by a given FDI. I mean that's where all the loop distribution stuff comes to.

You said could you say serve a given NXX; the answer to that part is no, because there's no direct correlation between the NXX code and what wires you're actually served on. Let's say a central switch only has one NXX, you know, the loop plant leaves the Central Office and goes north, south, east and west, all the customers served by that switch have the same NXX code, but not the same — they're not served by the same complement of loop

Page 172

distribution. So I don't really think that would be — I don't think that would work.

However, if you said, you know, as we talked about earlier, "I want a certain number of pairs to some other point," we could work through that and provide that to you. To some degree that would defeat what we were trying to do by the prewiring, because it would still require BellSouth to roll the truck to make that last piece connect, you know, connected to the first piece.

Q: Would WorldCom have to pay for all the prewired loops whether or not in service?

A: Yes. And the reason for that is that those pairs are unavailable to BellSouth or anybody else. So, in other words, if they are — if MCI says "I want this number of pairs prewired to an access terminal that only I rightfully can use," then BellSouth cannot use those for its own service needs. Another CLEC that came along and said "I need pairs to that same subdivision" could not use those. So MCI would have exclusive use of those loop distribution pairs.

Q: I want to think through the ordering process just a little bit. Let's say, again take the situation of a new loop, assume that it is prewired

Page 173

to the house, so it's a pretty straightforward situation.

A: Okay.

Q: Would WorldCom on its order put the, I guess on a circuit I.D., but some sort of identifier that would tell BellSouth — Strike that.

I guess if you're telling us that we're going to pay for the loop if it's connected all the way to the house, that loop can be put in service any time we want?

A: Exactly, and that's the benefit of the prewiring. So you would tell us from the outset, you know, what addresses you wanted to prewire loop distribution pair to. We provide that to you at that access terminal and you use them whenever you want to.

Q: But then if we go to the example of not prewiring on a house-by-house basis, but having a certain number of prewiring just for say the subdivision, in that case we're still going to be paying that loop price regardless of whether we're serving the customers or not. Is that right?

A: Yeah, that's right. And that's the point we just talked about, that you've got exclusive use of that, no one else can use it. There's cost that

Page 174

is associated with that.

Q: Then when we place the order, we put an identifier on it that would tell BellSouth to turn up a particular loop? Is that technically how it would work?

A: No.

Q: How would it work?

A: Well, beyond — if you said "I want it prewired to this number of houses" — well, let me make sure we're on the same example.

Let's use the first example we talked about where the prewiring is done all the way to each individual house.

Q: I'm moving away from that example now.

A: Let me close that and then we'll move on.

Q: Okay.

A: In that case, there is no provisioning activity on BellSouth's behalf at the time you actually turn that DSL service, for example, out to the end user. In other words, it is already prewired. You don't have to tell us anything.

In the other example where you say "I want some portion of the loop distribution plan prewired, but I want it to stop at the edge of the subdivision," then, yes, we would have to work out

Page 175

some mechanism by which you said "Now I want the remainder of that that goes all the way to 1255 Elm Street," we would still have to work out through the ordering process how you told us to activate that part. Okay?

To be frank, this is the first time we've talked about or that I've talked about that sort of prewiring and stopping short of the customer's premises. So if we wanted to do that, and technically it could be done, but there's still some work that we would have to do.

Q: Now let's take this slightly different example. Let's say that BellSouth has a second line and is serving a customer with xDSL and WorldCom swoops in and wins that customer from BellSouth. And again we've got an access terminal. That's obviously a case where BellSouth has not prewired it for us because BellSouth has got that customer.

A: Right.

Q: Please walk me through the way that we get access to that loop at the FDI.

A: Okay. Well, you closed off my question. I was going to say you need not — MCI need not meet at the FDI. In that case, it could say to BellSouth "I want the entire loop from your Central Office all

Page 176

the way out to the customer's premises," because perhaps in that Central Office you already got a collocation and the loop that is being used is suitable for ADSL, it's all copper or whatever.

So there are cases where MCI wins the customer's business, but you don't even have to meet at the FDI is my point. You might do it at the Central Office instead.

But to follow your question, in that case, and I think you said there is not an access terminal installed.

Q: There is an access terminal. We're still saying with BellSouth's view of the world.

A: Okay. In that case, MCI has won the customer and wants to provide its own DSL service using at least part of its own equipment, not the loop part, but it's DSLAMs, then what would have to happen would be there would be work at that FDI to disconnect the loop distribution part from BellSouth's equipment and attach it to the access terminal, which in turn would be connected to MCI's equipment.

Q: In that instance, it would be necessary for the WorldCom technician to meet the BellSouth technician at the FDI to accomplish that?

Page 177

A: Well, not necessarily to meet with him there. You could say "do that work and do that work on Monday and I'll be out on Tuesday," but since the predicate was that the customer already has service, and I'm presuming that the customer doesn't want to be without service for any period of time, then some coordination of the MCI technician's arrival and BellSouth's technician's arrival would have to be made.

Q: And just so I understand BellSouth's view, the way I picture things out at the FDI is that WorldCom obviously is going to have to run its facilities out to the vicinity of the FDI and have some kind of terminal of its own where its facilities run to?

A: Yes.

Q: Then you've got the FDI and I sort of picture in between them there's this access terminal that you're referring to?

A: That's right.

Q: So if that access terminal, say, is not prewired or it's a customer for which it's not prewired and we want to serve that customer, we've got to make a cross connect between our terminal and the access terminal, and BellSouth has to send a

Page 178

technician out at some point to make a connection between the access terminal and the FDI.

Is that the way it would work?

A: Generally, yes.

Now I want to be clear that MCI can connect its equipment to the access terminal at any time that it wants, because I mean that's what it's there for. So MCI could say "I'm going to connect, I'm going to have spare facilities or spare equipment of MCI's connected to the access terminal," that could be done days, weeks, months ahead of time, and then at the point that MCI won that customer's business, MCI need not return to that place, if it's already prewired its own equipment to the access terminal, and instead would say "BellSouth, swing the customer's loop distribution pair from your equipment and connect it to this place on the access terminal."

Q: Incidently, do you envision that each CLEC would have an access terminal or would there be one access terminal for all CLECs?

A: Well, it varies. In Florida, the commission said that each CLEC should have its own access terminal. BellSouth has volunteered with at least one CLEC that it's not opposed to sharing of that access terminal. We want one party that we have

Page 179

to deal with, but if, you know, to coin a phrase, if the CLEC who we have provided that access terminal to wants to, in effect, sublet part of that, we're not opposed to that. But we don't want any labor recourse back and forth between BellSouth and that other CLEC. We want to negotiate and deal with the that CLEC for which we provide the access terminal. So it's different by state.

Q: Let's switch gears and talk about WorldCom's view of the world. WorldCom's position is that it would have its terminal out near the FDI and it would be able to connect directly to the FDI.

A: Right.

Q: And you've expressed some concerns about that. One of them is security, that a WorldCom technician, I believe to paraphrase you, could intentionally or inadvertently take out somebody else's service?

A: And that's one possibility.

Q: Isn't that the same risk you run with something like cage collocation?

A: Not really, and here is why. There are literally thousands of these FDIs in BellSouth's nine state region. Some of them are in very rural areas. And keep in mind that there's one of these between

Page 180

our Central Office and every living unit and every office building, everything.

So the ability to know who is being in and out of one of these remote terminals is, there is no way of knowing that. Unlike the Central Office where, as you probably know, the trend is toward so-called key cards, electronic cards, that technicians use to swipe in and out when they go in and out of the Central Office.

So once, you know, once those are pervasive, pervasively installed, then BellSouth will know who has been in and out of its Central Office because you got in there with this electronic key card.

That's not the case in a remote terminal out in the middle of a cornfield somewhere.

Q: Would it be feasible to install a similar system for FDI's?

A: With time and money, most things are feasible; but let me tell you it would be extremely expensive. I mean BellSouth has over 1,600 Central Offices in its nine-state region and magnitudes above that of FDIs. So is it feasible? It's technically feasible. Is it economically feasible? I would question that, just because of the number of those

Page 181

things and what it would cost to equip each with some sort of, you know, magnetic card reader and electronic lock.

Q: Do you have any idea how much an access terminal costs?

A: No, not off the top of my head. The access terminal is a fairly simple device. It's basically just a connector block or a number of connector blocks. I mean they are mechanical devices, you physically punch wire down to them to get electrical continuity. Depending on where it's placed, whether it's inside a building or outside, it may have a protective metal cover around it, but it's a relatively simple device.

Q: I believe another concern that you expressed had to do with record keeping?

A: Yes.

Q: I suppose that one concern you had is that, as I sort of pictured it, that a technician would be rummaging around the FDI looking for a free line and then attach it to the CLEC terminal, not tell anybody about it, and so BellSouth wouldn't know what was going on?

A: That's part of the problem, yes. That BellSouth would not know who had been in these FDIs,

Page 182

who was using what. If you had a key to it, you could go make whatever cross connections you wanted to and BellSouth may not know that you had been there. So that's one part of the problem is the accounting for who's using what.

The other part that I think you were getting to was that BellSouth uses mechanical, you know, databases, computer systems to keep inventories of what's spare, what's working and what's broken.

Q: Let me follow-up on that. By the way, is that database called LFACS?

A: That's one of the databases. There are others, but yes, that's the principal one.

Q: When BellSouth goes in, a BellSouth technician goes to an FDI, makes some change, say he puts a loop in service.

A: Okay.

Q: How does that change and get into LFACS?

A: Well, there's not a change to be made at the time the BellSouth technician goes out there to do any work. And the reason for that is that the facilities, the loop distribution pair or whatever, that should be used on that order were already assigned. When the technician got the order, it said use this pair.

Page 183

Now if the technician gets out there and finds that that pair is defective, it's already working for some other customer, that is the database was just wrong or the pair doesn't work, they don't rummage around, to use your phrase, to find another one. What they do is get on the phone and they call that LFACS center, the center that keeps this inventory, and says "Hey, you gave me a pair that's not working, give me another one." But they don't just say "Gee, this one looks like it's available, I'll fulfill this service request with that one." And the reason is that the mechanized system never knows that that change was made and it may very well choose that exact same pair that the technician used instead of the one that was on the order and then, you know, then that technician gets out there and finds that that pair is already in use.

So our own technicians don't go rummaging around. Instead, if there's a conflict between what was on the order and what they are able to do, they call the loop assignment center and get new assignments, and then the database is changed with those new records and that's how we keep the inventory straight.

Q: Why couldn't CLEC technicians be required

Page 184

to go through the same process?

A: Well, that calls for a new integration of the CLECs ordering systems than we have in place now. Because what now you would have to do would be to integration MCI's ordering system with BellSouth's LFACS; such that MCI's ordering system was sending instructions to LFACS that said "give me this kind of pair and assign it on my order."

Q: Well, let's take a situation where we don't have a — Strike that.

Go back to BellSouth's view of the world where we have an access terminal, but it's not prewired and we order a loop. Doesn't there have to be that type of coordination there also? That is to say, that once we put in our order, BellSouth has got to figure out which loop it's going to give us and it's got to go to LFACS to figure out which one it's going to be?

A: Yes, it certainly does.

Q: Why can't you do the same thing if we were going to access the FDI directly?

A: Well, because we don't — again, what you're suggesting is that MCI's systems would be integrated directly with LFACS for the service fulfillment. Otherwise, the same problem happens

Page 185

that the assignment records in LFACS are not consistent with what's really out there.

Q: I'm trying to help us solve that problem if we can.

In the example where we were using an access terminal, are you saying it's not a problem because although WorldCom submitted an order, it was the BellSouth technician that got something from LFACS and therefore knew where to look for the loop?

A: Yes. In other words, if MCI says "prewire x-number of loop distribution pairs," then those loop distribution pairs, someone would go into LFACS and mark those as used such that they couldn't be automatically chosen for some other reason.

Q: I understand that. I'm assuming no prewiring.

A: Okay.

Q: But go back to the situation where we've got the access terminal, WorldCom puts in the order for, you know, the loop distribution piece?

A: Right.

Q: We've got to coordinate with the BellSouth technician who I assume gets information from LFACS to tell the technician what wire to connect to our access terminal?

Page 186

A: Yes, that would still have to be done.

Q: Why can't we do the same thing and just route that same information, that same LFACS information, to WorldCom rather than to the BellSouth technician when we are accessing the FDI directly?

A: Well, that overcomes only one part of the problem.

Q: Okay.

A: There is still the problem of security. There is still the problem of how we know who has been in a given FDI. There's also the problem of now coordinating two databases, ours and MCI WorldCom's, plus conceivably every other CLEC in Georgia and anywhere in the United States with their databases, to keep all the assignments in harmony with each other.

Q: Well, in the situation we were describing, BellSouth has transmitted to WorldCom the loop that we're allowed to use based on the LFACS records. Couldn't we have a system where any changes that WorldCom makes or any loops that we pick up, we're required to communicate to BellSouth so that it can be input into LFACS?

A: Yeah, that's possible. And again, that addresses only one part of the overall problem.

Page 187

Now there are other issues that come to mind, and that is, you know, ultimately what level of control does BellSouth get to keep over its own facilities by an arrangement like that. That we would still have to work through. That, even if it could be done, really only addresses that one part about record keeping. That's not our only concern.

Q: I was trying to work through them one at a time.

A: Okay.

Q: Let's move on to Issue 29. It has to do with Uni-Serve and a ZIP Connect. Although, as I say that, I understand from your testimony that really the issue only concerns Uni-Serve and not ZIP Connect, because I mean the problem that we've got with Uni-Serve doesn't really exist with ZIP Connect; is that right?

A: Well, they are two different services and they are provided in two different ways. I'm not sure what you mean.

Also these one or the other, ZIP Connect is grandfathered and so there's only a, you know, only a very few cases in Georgia, for example, that it's even an issue.

Q: ZIP Connect uses an AIN solution, as I

Page 188

recall.

A: Yes, that's right.

Q: And you concluded that really wasn't a problem?

A: That's correct.

Q: Uni-Serve permits a BellSouth customer to receive calls from anywhere in Atlanta with a single telephone number?

A: That's right.

Q: That's a kind of service, for example, that a pizza delivery service might use?

A: That's what it was designed with a vision towards, yes.

Q: BellSouth provides that service to its customers by routing the calls from each local calling area to the BellSouth TOPS platform?

A: Did you say ZIP Connect or Uni-Serve?

Q: I said that service and —

A: Uni-Serve uses operator services platform capabilities. ZIP Connect using AIN capabilities.

(Mr. Woods leaves the room.)

Q: (By Mr. O'Roark) How many TOPS platforms are there in a LATA?

A: BellSouth has a number of TOPS platforms spread across this nine-state area. I don't recall

Page 189

the exact number, it's fairly small. But in a given LATA, generally all the customers in that LATA are served by a single of those TOPS platforms.

Q: That's helpful. I was trying to get an order of magnitude.

BellSouth's position is that if WorldCom does not lease or build trunking to BellSouth's TOPS tandems, its customers will not be able to complete calls to BellSouth's Uni-Serve customers?

A: Yes. And that's based on the technical characteristics of how the service is provided.

The service characteristic is provided by the TOPS platform. If you don't get there, then you can't enjoy that functionality.

Q: If WorldCom were to lease or build such trunking, WorldCom's traffic to BellSouth Uni-Serve customers would not pass through WorldCom's chosen interconnection point, but rather would go directly to BellSouth's TOPS tandem?

A: No. Well, when you say MCI's chosen interconnection point for access to that service capability, it would be at MCI's choice because the only place that that can happen is at the TOPS platform. So not to mince words, but the service only works from the TOPS switch. So if MCI wants to

Page 190

access those telephone numbers, that service, then it's got to have some means of getting that traffic to the TOPS platform.

Q: Is it your testimony that it would be impossible for BellSouth to take traffic, direct it to one of these Uni-Serve numbers, route it from the interconnection point to its TOPS tandem and then to the customer?

MR. TWOMEY: I object to the form of the question. I'm not sure what you mean by impossible. Do you mean technically feasible under the network or do you mean with no additional construction? I'm not sure what you mean by impossible.

Q: (By Mr. O'Roark) Do you understand my question, Mr. Milner?

A: I'll take a run at it and you tell me if I missed it.

There are other ways of interconnecting MCI's network with this TOPS platform rather than direct facilities between MCI's switch, let's say, and the TOPS platform. For example, MCI could deliver traffic that was bound for this TOPS platform at some other point and then pay BellSouth to transport it from that point to the TOPS platform.

Page 191

In other words, MCI could say "I want to connect, you know, I want to get this traffic to your TOPS platform, but I don't want to do it over my own facilities. Would you sell me — you know, I'll take it to your access tandem, or not the access tandem, I'll take it to a certain Central Office, will you provide dedicated facilities from there to your TOPS platform?" And BellSouth would say "Yes."

So yes, there are other ways of getting that traffic to the TOPS platform rather than MCI having to provide that all itself. It could go to a third-party and say "I need a facility between my Atlanta switch and the TOPS platform in Forrest Park," and the third-party could say "I'll be glad to do it for you, MCI." But ultimately Uni-Serve, that functionality of the routing and the translations takes place at the TOPS platform.

Q: Let me ask my question this way. Is BellSouth's network as configured today, is there any way for BellSouth to take this traffic and direct it to its TOPS tandem without making any changes?

Let me try that again.

Your testimony is that there would have to be some change in BellSouth's network to accomplish the transmission of this traffic to Uni-Serve

Page 192

customers if WorldCom doesn't route the traffic directly to BellSouth's TOPS tandem?

A: Let's say it just a little bit different from that. If MCI doesn't get its traffic to the TOPS platform, then some other kind of change would have to be made.

BellSouth sends its traffic directly to its TOPS platform from its own end users for accessing these Uni-Serve numbers, so there's not a change there. But if MCI chooses not to provide its own facilities between its switches and the TOPS platform, then, yes, some of the changes are going to have to be put in place. But no change on the BellSouth side because we already send that traffic directly from the end office to the TOPS platform.

Q: Why does BellSouth believe it is WorldCom's financial responsibility to carry traffic from the point of interconnection to the TOPS tandem?

A: For the same reason BellSouth believes that if MCI wants to use BellSouth's directory assistance operators, it's got to get that traffic to BellSouth's directory assistance platform. It's not a question of financial responsibility, it's a question of making the service work.

This functionality is provided for

Page 193

BellSouth's customers and any other service providers' customers at the TOPS platform. BellSouth does not believe it's got an obligation to provide a service that is provided by this TOPS platform at someplace other than that place in its network.

If MCI wants to connect to BellSouth's TOPS platform, we're perfectly okay with that, for accessing these Uni-Serve numbers; but we don't think we've got a financial obligation to transport MCI's traffic from its switch to some other place on the network for free.

Q: Just so we're clear, Mr. Milner, we're not talking about a situation where WorldCom would be buying BellSouth's Uni-Serve service, are we?

A: No.

Q: We're just talking about trying to enable our customers to complete calls to all the numbers that BellSouth's customers can complete their calls to?

A: That's right. And our belief is that MCI's calls should be completed in the same manner that BellSouth's calls are completed and that is by transporting those calls from an end office switch to the TOPS platform.

Page 194

Q: I wanted to just touch on Issue 33, which is not in your testimony, but Mr. Varner, I believe, I think referred me to you on this one.

A: I get paid extra for these.

Q: I'm even going to help you out on this, because I believe I've got a response to a data request that's relevant here?

A: And I get paid even more if he referred it to me and you didn't tell me about it.

Q: You tell him a mouse sent you. Let me ask you the question first and then I'll show you the response to the data request.

Does BellSouth typically connect its own switches with SONET rings?

A: Yes. Now let me be real clear. When you say connect the switches, I think we're talking about interoffice or interswitch transmission facilities.

Q: Yes.

A: And, yes, SONET facilities are fairly common in that part of our network.

MR. O'ROARK: We'll mark this as Milner Exhibit 1, which is consistent with what you just said.

(Milner Exhibit 1 was marked for identification.)

Page 195

Q: (By Mr. O'Roark) Mr. Milner, what we have marked as Milner Exhibit 1 is BellSouth's response to Item No. 12 in a data request we submitted in North Carolina. BellSouth has provided an answer with respect to North Carolina. Were you involved in preparing this answer?
A: No.
Q: Can you tell me, is this answer accurate for Georgia, Florida, and Tennessee, as well as North Carolina?
A: Give me just a moment.
Q: Sure.
A: Yes, I would expect that that would be an accurate answer for other states besides North Carolina.
Q: Let's talk about Issue 37.
A: Are we done with this?
Q: Do you recall that Issue 27 concerns traffic fragmentation.
A: I believe you meant to say 37, but yes, that's correct.
Q: I did mean to say 37, I'm sorry.
One concern that you raise and this is at page 18, line 18, must be under your direct testimony?

Page 196

A: Seems to be, yes.
Q: Is that if BellSouth is required to use two-way trunks, it will be prohibited from using direct end office trunking if it wants to. Is that kind of it in a nutshell?
A: No. I might say that could be the effect. Let me state it a little more broadly than that. That if BellSouth doesn't get a chance to choose, it will always — acceding to MCI's choice of whether the trunking is one way or two way, that may be in the context of end office trunking it or any other place. It could be trunking between tandem switches.
But here is our real point: My belief is that the use of one-way trunking or two-way trunking is best worked out between the parties on a case-by-case basis. If MCI is the one that always gets to say whether it is one-way or two-way and, by the way, it can't be two-way unless we both are connected to that one trunk, then it's MCI that will always be in control of that decision and I would expect that MCI would make that decision in terms of its own financial betterment. That's really the issue.
Q: What I was referring to, and I understand you have expressed some concerns. I just wanted to walk through them.
A: Okay.
Q: Let's start page 18, line 23. You say, "For example, when enough local traffic exists between two end office switches to justify a direct end office to end office trunk loop, approximately one DS-1, BellSouth installs a direct end office local EAS trunk group to unload the tandem switch of such local traffic."
So, as I understand the concern, if we've got an interconnection between say a WorldCom switch and a BellSouth tandem, BellSouth may want to route some of its traffic from an end office subtending it's tandem around a router.
So as I understand the concern, if we've got interconnection between a BellSouth tandem and a WorldCom switch, BellSouth doesn't want to be in a position where it's prohibited from routing traffic directly from an end office subtending its tandem to the WorldCom switch if the traffic justifies it.
A: That's one aspect of this, yes. But, really, that example was really just meant to underscore that you can't use two-way trunking. In other words, one party can't say "I'm going to use two-way trunking" and the other party says "I'm going to use one-way trunking" and those two things coexist.
Q: But I just wanted to address that isolated concern. We'll talk about some others.
A: Okay.
Q: This is the same provision that I talked to Mr. Varner about, which is in Attachment 4 in the section that comes after 2.3.11.2.2, but which, unfortunately, itself is not numbered.
A: Okay.
Q: I'm directing you to this subparagraph two and the only point I'm raising is that the parties, I would submit to you, have agreed on some language that would take care of that situation where traffic would justify direct end office trunking?
A: Yes. It appears that this part would allow either party to go to an end office direct trunking where traffic volumes justify such economically. That's fine. That doesn't solve the entire issue of which party gets to decide whether the traffic is, you know, over two one-way trunk groups or one two-way trunk group, but.
Q: Let's walk through some of the rest of your concerns then.
A: Okay.

Page 199

Q: Another one which I believe you talk about at page 19, starting at line 19, is that certain types of traffic have to be put on separate trunk groups. I think you specifically refer to E911 OS/DA, and TOPS trunks. Is that right?
A: The example or the most obvious example would be 911 traffic, that you would want on its own trunk group such that 911 traffic does not have to compete with other forms of traffic that might be carried over that same trunk group.
In other words, you want a very high assurance that people that dial 911 are not going to have their call blocked because of trunk congestion, which might be the case if the 911 traffic was on the same trunk group as a trunk group, let's say, that carried traffic either to the operator platform or, in a wild example, even carried traffic to a radio station call-in contest. So, you know, what we want to make sure is that callers are not competing for, you know, essential services like 911 with other types of traffic that may be on the same trunk group.
Now, that's just an example of competition for the trunks.
There are also some technical reasons why you've got to have certain trunk protocols and

Page 200

signaling protocols on a trunk group for operator services traffic, for example, that you wouldn't need for end office to end office traffic.
Q: I wanted to ask you about OS/DA traffic. If BellSouth uses the pseudo code method we discussed earlier, wouldn't you be able to use shared transport, at least for part of the transmission path?
A: No. And the reason for that is that BellSouth does not use Feature Group D for its own operator services traffic. It uses a different trunk protocol called MOS. I believe that stands for Modified Operator Signaling.
So, no, you can't have two forms of signaling on the same trunk groups. So, no, BellSouth and MCI could not share a trunk group even though it had operator services traffic, if MCI wanted its part of the traffic in one protocol, that is Feature Group D, and BellSouth wanted its traffic in the list protocol.
Q: But for WorldCom traffic going to WorldCom's OS/DA platform, that could be routed over shared trunk groups, couldn't it?
A: Shared between whom? See, that's the problem I'm having with your question. Who is going

Page 201

to use the — who are the parties that are going to share? BellSouth can't share because it uses a different protocol.
Q: Well, I suppose if it's going over what's sometimes called common transport between an end office and an access tandem, it would be shared with lots of traffic?
A: Yes, it can be shared in that case. If MCI wants to use a shared trunk group in that situation such that it's Feature Group D traffic commingles with other traffic on that common transport group, that's fine.
I thought your question was going to could you commingle MCI's operator service traffic that's in Feature Group D protocol with BellSouth's operator traffic that's in MOS protocol, and the answer to that is no.
But, yes, you could do what you just suggested.
Q: In any event, it would be possible, I assume, to modify the agreement to take into account any specific kinds of traffic that required separate trunking to resolve your concern?
A: No. That could handle the technical possibilities.

Page 202

Q: The specific concern?
A: Yeah, but that still would not resolve the issue of who got — which party got to decide one-way versus two-way trunking.
Q: I'm trying to go one at a time.
A: I'm with you.
Q: That would resolve the specific concern that you raised concerning certain types of traffic that just have to be on a separate trunk group?
A: Yes. We could work those types of things out, yes.
Q: Now let's talk about the one that, another concern which is at page 21, line 18?
A: Okay.
Q: I take it that this concern is that allowing WorldCom to require the use of two-way trunking effectively would enable WorldCom to choose a point of interconnection or what is known as the POI. Is that fair?
A: No.
The real issue — again, that is the effect of MCI's choice, but the real issue is does one party have the right to unilaterally decide when to use two-way trunking? Either BellSouth or MCI, does one party or the other unilaterally get to

Page 203

choose whether you use one-way trunking or two-way trunking?

I believe the answer is that that decision should be worked out between the parties on a case-by-case basis without contract language that says MCI always gets to choose or BellSouth always gets to choose.

Q: And what we're doing is we're walking through your concerns regarding WorldCom's ability to, as you say, unilaterally decide to use two-way trunking?

A: Yes.

Q: I believe one of those concerns, at least as I read your testimony, is that you're worried that that would effectively enable WorldCom to choose the point of interconnection?

A: It would have that effect, yes.

Q: You're aware that WorldCom's ability to choose the point of interconnection specifically for BellSouth's originating traffic is, in fact, one of the issues in this arbitration?

A: I understand that, yes.

Q: If that issue were resolved in WorldCom's favor, then this concern that you're talking about on page 21 of your testimony would effectively become

Page 204

moot, wouldn't it?

A: No, not really. That would settle that dispute about who gets to choose the point of interconnection. It still would not resolve the issue about whether one party or the other unilaterally can dictate the use of one-way or two-way trunking. It still would not resolve that.

Q: I suppose the remaining concern would be whether from BellSouth's perspective it would be efficient in a particular case to use two-way trunk rather than one-way trunk?

A: Yes. My part of this issue really gets to that specific point.

Let's say that — let me build a hypothetical to explain what I mean. Let's say that MCI has enough traffic to need 80 one-way trunks from its switch to BellSouth's switch and BellSouth has enough traffic to only need 20 trunks going the other way. Collectively that's 80 trunks or, excuse me, collectively that's 100 trunks. In that case MCI would have to provide 80 trunks for itself to get its traffic from its network to BellSouth's network and, conversely, BellSouth would be responsible for getting 20 trunks worth of traffic from its network to MCI's.

Page 205

If MCI got to choose two-way trunking, you know, then what would likely work out is we will jointly provide this trunk group, there is a hundred trunks in there, let's each take half of those. I'm only accountable for 50 percent of those or 50 trunks, so MCI gets the benefit of 80 trunks to carry its traffic but pays only 50 percent, half of the cost of that trunk group.

Q: Were you aware that the parties had already agreed to prorate the cost of two-way trunking based on the parties' one-way trunk requirements?

A: I didn't know that that was resolved. I have been in some discussions inside BellSouth that talked about that, you know, but I didn't know whether it was resolved or not.

Q: Would you agree that if you used two-way trunks, you'll usually use fewer trunks and fewer trunk ports and never more than if you used one-way trunks?

A: Generally I would agree with that, yes. I mean you said usually; and, again, it's really a function of the direction of the traffic and the time that the traffic flows in one direction versus another.

Page 206

For example, let's say at 10 o'clock in the morning all the traffic flows, 100 percent of the traffic flows from BellSouth to MCI and at 10 o'clock at night, 100 percent of the traffic flows the other direction. In that case using two-way trunks is a good, is an efficient means of doing that because there's not competition for the trunks in between. So, yes, generally that's the case, but it's predicated on what time does the traffic flow, what's the directionality of that traffic. So generally your statement is true.

Q: Let's talk about Issue 68 for just a moment. This is the one about payment in advance for prelicense surveys and make ready work.

A: Okay.

Q: Give us one moment. I want to show you some contract language that the parties have agreed to concerning general creditworthiness and deposit language, if we can find it.

Mr. Milner, let me show you Attachment 8, Section 1.7.4, which has to do with security deposit that BellSouth can require and so forth. I will tell you that this is from the contract language that we submitted in Florida. I understand there have been some changes to the language, but I think this still

Page 207

captures the gist of what the parties agreed to.
A: Give me just a second to read it.
Q: Sure.
A: Okay, I've read that one paragraph. I was just looking back to see what part of the agreement it appeared in. I'm with you now.
Q: Would you agree that that agreed upon language, which again the parties have agreed to some further changes to, but the language there gives BellSouth some rights, for example, that require a security deposit if WorldCom establishes a pattern of late payments?
A: I think that's what this section was meant to address, yes.
Q: It gives BellSouth some security protection so that it just doesn't get stuck holding the bag, to put it colloquially?
A: It would have that effect, yes.
Q: You're aware that WorldCom is willing to commit in writing to pay the invoice for prelicense surveys and make ready work and to pay the invoice within 14 days?
A: I understand that to be your position, yes.
Q: Do you acknowledge that there are other

Page 208

services for which BellSouth does not require WorldCom to pay in advance?
A: I agree with that as well, yeah.
Q: Why has BellSouth singled out these services for advance payment?
A: The payment in advance for this type work is a long-standing industry practice. BellSouth does what we call survey work on behalf of other types of service providers and has for a long time and the industry practice is that this work is to be paid for at the time it's ordered up rather than after the fact.
BellSouth has agreements with a number of different CLECs and other types of service providers for this same type of work and believes that based on that industry practice, it has a right to collect the money for the work that it's going to do at the time that the work is requested.
Q: Can you tell me ballpark how much a prelicense survey typically costs?
A: Gosh.
Q: A range even, order of magnitude?
A: I haven't looked at that in a while. I'm going to guess a few hundred dollars. Basically the survey is, you know, just BellSouth go out and see if

Page 209

there is room to accommodate, you know, collo attachments or whatever work is to be done and tell me if you can or not. That's not the actual work, that just, you know, the survey to see if the work can be accommodated or not or do you have to replace the poles with taller poles or something like that.
Q: How about make ready work, is that about the same order of magnitude?
A: No. Make ready work, as I use that phrase, is the work, the preparatory work that BellSouth would have to do to get to the position that it could accommodate what MCI wants to do. Again using the pole attachment example. If the telephone poles that are out there are not tall enough to allow other attachments, then the make ready work would include, you know, some construction of replacing telephone poles and, you know, rearranging things to accommodate that.
So while the cost of the survey is, you know, fairly standard and doesn't vary a great deal, the amount of make ready work can vary considerably.
Q: Do you acknowledge that requiring advance payment will delay service work for WorldCom because WorldCom, like any other large company, must process the payment internally before it can send BellSouth a

Page 210

check?
A: Yes. You said delay. I don't know that it has to delay anything. There is that work that's got to be done for MCI to, you know, do whatever it takes internally to cut a check to BellSouth. But the type of work that we're talking about is not done in — how do I say this? It's done well in advance of MCI's wanting to provide service to a given group of customers. It's not service order generated. In other words, you don't do this on Monday and then come back and do it again in the same place on Thursday.
MCI, I'm sure, understands its business plans and knows what parts of a city or a state it wants to serve well in advance of it actually placing an order for an end user's customer service. So while I'll agree with you that yes, there is some time that MCI needs to prepare a voucher or an invoice or whatever it has to do internally to prepare that check for BellSouth, that could be done, you know, well in advance of the time that it actually wants to turn on service to a specific end user.
Q: Now, if the make ready work is extensive as I gather from you in some cases it might be,

Page 211

BellSouth would receive payment from WorldCom before the work is very far along. Isn't that true assuming we pay in 14 days?

A: Well, I mean you're paying — under our proposal, you're paying for the work before it commences in all cases. So yes, you pay us for the work we're going to do.

Q: I'm talking about from, again, WorldCom's perspective, assuming our language were adopted. That is, that we could commit in writing to pay for the work and then pay BellSouth within 14 days; in such a case if the make ready work project is extensive, BellSouth is going to receive that payment before the work is all that far along, isn't it?

A: Yes, it's going to receive a payment before the work is completed; but, on the other hand, BellSouth has got to marshal resources to get the work done, it's got to dispatch its technicians or whoever is going to do that construction work. It may have to order materials and all of those things and pay for that material up front of the work commencing as well.

So, you know, I understand that MCI said "I'll pay the invoice within 14 days," and I think that's fine. I don't think we're talking about a

Page 212

significant delay in either event. What's at issue is not the nature of the work to be done, but when MCI pays for that work. And we believe, like all the other service providers for which we do this work, you should pay us at the time you tell us to do it.

Q: Let's talk about Issue 84, which is the joint implementation plan for ordering of local switching in combination with unbundled loops including UNEP. I just have a few questions for you on this.

A: Okay.

Q: In your direct testimony beginning at page 37, line 20.

A: Yes, I'm there.

Q: You state, "There is no reason to do call routing tasks because the switching functionality and the switch translations are the same as for BellSouth customers."

A: Yes.

Q: If WorldCom routes OS/DA calls to the WorldCom platform, that would involve different routing than for BellSouth customers, wouldn't it?

A: Yes, and that's this customized routing that we've talked about quite a bit now.

Q: If we route OS/DA calls to BellSouth's

Page 213

OS/DA platform, such calls would be routed over different trunks than for BellSouth customers, at least if we want our own branding; is that right?

A: That's correct.

And I think the dispute here is whether BellSouth has an obligation to do all this testing of its translations in cases where MCI has not requested this customized routing. In other words, if all the routing is the same, that is if MCI has not said "I want my calls to operator services or directory assistance routed differently in an unbundled network element platform or a UNEP," then the translations are exactly the same. There's nothing to test, really, because that same set of translations is used in either case.

Q: Let's take the case where we're going to route the traffic to our own OS/DA platform. Then there is some different routing, isn't there?

A: In that case there is, but those are the translations associated with provisioning of customized routing and we will test those translations.

Q: When you say "we will test those translations," what do you mean?

A: At the time that MCI requests customized

Page 214

routing, and let's say that's through the line class code method, just for simplicity, then as part of provisioning of that customized routing, BellSouth will assure MCI and itself that it's performed those translations accurately.

Q: For each BellSouth end office in question?

A: Yes. We envision that we would make test calls to make sure that that routing pattern works the way you want it to and the way we expected it to.

That's different from what I'm talking about here. Absent customized routing, which we will agree to do testing of when you request it of us, if we're just talking about UNEP without that, then the translations themselves are identical.

Q: Moving right along, let's move to Issue 92, which has to do with detailed guidelines with respect to LNP orders.

Mr. Milner, you recognize that WorldCom has agreed to BellSouth's intervals for LNP?

A: Yes, I understand that.

Q: So that's not an issue here?

A: Not to my knowledge. I hope it doesn't become one.

Q: All right. BellSouth's Local Number Portability Ordering Guide for CLECs is based on

Page 215

industry standards; is that right?
A: Yes.
Q: If the standards change, the parties are going to have to negotiate an amendment to their contract; is that right?
A: Perhaps and perhaps not. If this guide that we're talking about is included in the agreement by reference, then there need be no amendment to the contract. In other words, this document that I attach my testimony can evolve as the industry standard does and it just says that BellSouth agrees to keep its ordering guide, you know, in sync with industry standards.
Q: As I understand your testimony, though, BellSouth would be willing to attach the guide to the contract?
A: Yes.
Q: And let's say that happened. In that case, if there were a change in the industry standard, then we would need to amend the contract?
A: Then you would have to amend the agreement to replace the old version of that guide with a new version.
Q: Why not just rely on the industry standards directly?

Page 216

A: There is nothing wrong with that except that as with that technical reference that we talked about before, this gives BellSouth a chance to explain its own vocabulary to anybody that wants to use LNP orders in conjunction with the porting of customers from BellSouth's network to their own.
So we're not opposed to industry standards. In fact, that's really what this is all built up from. And for the same purpose as we talked about that technical reference, we want CLECs whose networks will be interconnected to BellSouth's to understand what we believe to be the proper flow for LNP orders; and, really, that's all that this was set out to do.
(A recess was taken.)
Q: (By Mr. O'Roark) We're up to Issue 97, and let me ask you to take a look at a couple of contract sections. Let's see if we can't hone in on our dispute and understand it a little better than we have so far.
I'm looking at Attachment 9, and first I want you to look at Section 1.1.5, which is agreed upon language, and then please look at 1.1.6, which is in dispute. I think you'll see that in 1.1.5 BellSouth is agreeing to provide us with PSAP

Page 217

numbers, but then the dispute seems to concern whether BellSouth will provide us the updates to those numbers.
But let me give you a chance to look at the language.
A: I've read both those paragraphs.
Q: Can you tell me why BellSouth is willing to give us the PSAP numbers, but then not communicate changes to us?
A: No. In the face of it, I'll admit to you that I'm a bit surprised by that fact that 1.1.5 is not still in dispute because of a couple reasons.
We do believe that that information, that the telephone numbers are the PSAP's proprietary information.
In Florida, for example, there are statutes that say we can't divulge customers' telephone numbers and such without their consent.
So I'm a little surprised, because I thought the issue really embraced both of these things. You know, I'll go back to my own negotiating folks and find out what their rationale was. But if there is a rationale, it may be that providing this, you know, at the outset, which is what 1.1.5 would be about, and I presume that they would do that or that

Page 218

we would do that with consent of the PSAPs, that we would do that one time, and that our concern is that keeping that information up to date would get burdensome over time.
But I address both of those concerns in my testimony, both the proprietary nature of the information as well as the burden of who keeps who informed. And our position in the second case at least is that MCI can go directly to those same PSAPs and get the information they want to include in their network routing plans.
Q: I believe you said in your testimony that there is a PSAP in each county, that's the way they are arranged?
A: Generally yes, or maybe I should have been more clear and said in each municipality. For example, here in Atlanta there might be a PSAP for the City of Atlanta, a separate PSAP for City of Decatur, and a separate PSAP for Unincorporated Fulton County. So really a municipality is a better choice of words than what I used.
Q: How do you determine what customers are served by a particular PSAP? Is it done by geography, or is it done by NXX, or how do you do that?

Page 219

A: Well, it is not done by NXX, because the same NXX code might serve, in my example, could serve parts of the City of Atlanta, parts of the City of Decatur, potentially even parts of both Fulton and DeKalb Counties. It's done rather based on geography; that is, the jurisdiction that the end user resides in. That is, you know, the end point of wherever that telephone number is located, whether that's in Unincorporated Fulton County or the City of Atlanta, that information is kept in a database such that when I dial 911 from my house, it translates my telephone number, looks up into that database and says "Keith Milner lives in Unincorporated Fulton County, send his call to this answering point instead of to City of Atlanta," for example. So it's this database lookup that determines the routing of the call.

Q: Do PSAP numbers change from time to time?

A: Yes.

Q: What causes them to change?

A: Well, the municipality may decide to relocate where the 911 — I can't talk — where the 911 operators are physically located. In other words, it might decide to move the 911 operators out of City Hall and move them to a building on the other

Page 220

side of town, so the ten digit telephone number that's associated with the PSAP may change accordingly. The number that the customer dials that is 911, that doesn't change, but the ten digit number that's associated with the PSAP may change.

Q: Who assigns the new telephone number to the PSAP?

A: Well, ultimately the local exchange carrier does. I'm sure we've worked that out. Because of the criticality of that information, we work that out with the PSAP and say "we're going to chang your telephone number at some point if you're going to move," and work that out accordingly.

Now there are other times that the PSAP may move from one location to another and not require a telephone number change.

Q: Do you have any sense for how often these numbers change?

A: I would guess that that would be a relatively infrequent event.

Q: That wouldn't be a tremendous burden to provide notice of those changes to CLECs, would it?

A: Well, it would be a burden. I probably wouldn't characterize it as tremendous, but there would be a burden there. I don't see why BellSouth

Page 221

should shoulder that burden for free on behalf of MCI.

If MCI says "I will pay you X-amount of dollars per month to always keep me informed about what the telephone numbers are," you know, then we could probably work this out. But BellSouth does not believe it's got an obligation to do this for free.

Q: So on the one hand you have BellSouth saying its service territory which would know about the PSAP number change because it would be assigning the new PSAP number to the PSAP. And on the other hand, you've got CLECs, like WorldCom, that don't have that relationship with the PSAP and your suggestion is that they have some kind of monitoring system where they stay in touch with all the PSAPs regularly to check on things by phone numbers?

A: No, that's not what I'm suggesting. Earlier I said the local exchange carrier. I did not say the incumbent local exchange carrier. That new service provider may very well be the CLEC. The CLEC may say approach the county and say "I'd really like to have your PSAP business and I've heard that you're going to move from one location to another. Do you mean if your telephone number changes?" And they say yes or no.

Page 222

So the local service provider is not necessarily incumbent. So BellSouth would have exactly the same — it would face the same situation, that the PSAP number might change because the municipality wants to change its service and is willing to change its telephone number, so BellSouth is in exactly the same position.

Q: Well, would BellSouth would be willing to agree to this provision if it were made reciprocal?

A: I'm not sure what you mean. To what provision?

Q: Well, the one we're talking about, 1.1.6, where we're asking BellSouth to provide us updates if there are changes in PSAP numbers. And you're saying "Well, WorldCom, you might be the carrier that serves the PSAP," and what I'm suggesting is that if that's the concern, we could make the provision reciprocal.

A: And, no, BellSouth would not be willing to do that for the reason that BellSouth has decided for its own business reasons to maintain a relationship with those PSAPs and so we will deal directly with them and learn of their telephone number changes that way.

We don't need an agreement with MCI, for example, to keep us informed. We plan to do that

Page 223

ourselves. And by like token, we think that's what MCI should do.
Q: Let me ask you about something. It's at page 44 and I'm not sure if it's direct or rebuttal, so I'll check further.
Page 44 of your rebuttal testimony, beginning at line 12. You say, "The CLEC is not going to use BellSouth as its operator services. The 911 implementation manager will provide the CLEC with a BellSouth operator services contact in order to obtain that list." And that list, I think, is described in the previous sentence as a list of ten digit numbers to transfer the call to the correct PSAP.
By the way, is that number that you're describing in that previous sentence the PSAP number?
A: That is one PSAP number, yes. The PSAP may have others.
Q: So BellSouth is willing to provide us the PSAP number if we go to the 911 implementation manager?
A: Well, it will provide that number that's been given to us to transfer calls to from an operator, yes, from a customer who dials zero. But there may be any number of telephone numbers

Page 224

associated with that PSAP.
Q: Well, we've talked about numbers for 911 routing that actually go to the emergency operator. I want to talk about the administrative line.
A: Right.
Q: Is the number we're talking about, that you're talking about, on page 44 of your testimony the administrative line or a line that actually goes to a 911 operator?
A: That's the routing number. It's the latter rather than the former.
Q: The administrative?
A: No. The number to the PSAP, not the administrative line, it's my understanding.
Q: At page 44, line 23, you refer to the owner of the 911 tandem in each county. You've, I think, explained further today that that might be a municipality or other —
A: Yes.
Q: — governmental authority?
A: It could be. I mean what I meant by the owner, that is, you know, BellSouth as the owner of the tandem that chooses the right PSAP. It could be MCI's tandem on the other hand.
Q: Well, today in BellSouth's service

Page 225

territory, BellSouth is the owner of all the tandems that serve PSAPs; isn't that right?
A: Yeah. To be more precise, it is the owner of all the 911 tandems, yes.
Q: Which are the tandems that serve PSAPs?
A: Yes, but you can get to a PSAP not only going through the 911 tandem, but by dialing one of those ten digit numbers directly is my point.
Q: At page 45, line 15, you state that the CLEC is responsible for making contact with the counties where they will have a presence.
What's the basis for that statement?
A: Well, when I say where they have a presence, I mean where they are going to provide service to end users, and it's BellSouth's belief that MCI ought to have its own relationship with the municipalities about what telephone numbers the PSAP uses for itself. Also for, you know, emergency contacts and things of that nature. So the counties have set up what they sort of informally refer to as county coordinators. BellSouth deals with them directly and BellSouth believes that CLECs ought to do likewise.
Q: You said that in Florida it's against the law for BellSouth to disclose — what kind of

Page 226

information? Surely not customer telephone information.
A: Well, to disclose any sort of information that the PSC has described as proprietary information; that is customer names and things like that.
Q: Doesn't that make telephone directories illegal?
A: No.
Q: Why not?
A: Because there's — well, again, I'm not a lawyer, but there is an implied understanding that unless I instruct the telephone company otherwise, that my telephone number and name will appear in the directory. I believe most people understand that.
Q: Have PSAPS told you they don't want BellSouth giving out its PSAP numbers to other carriers?
A: Have they told us that? I don't know if they have or not. You know, I don't talk to them regularly, but I was just saying generally that there are statutes in Florida that prevent our divulging proprietary information.
Q: Why do you think a PSAP number is proprietary information?

Page 227

A: Because it is the county's decision, not BellSouth's, as to whether to divulge that number to others, just as it's my decision as to whether or not to have my telephone number listed in the directory.
Q: What's your basis for saying it's the PSAP's decision whether to disclose that number?
A: On the same basis that it's my decision as an end user to decide whether or not I want my telephone number in the directory. PSAPs may decide that they want people to dial 911 to reach their 911 operators rather than dialing some ten digit number to reach either an administrative line or perhaps the 911 operator.
Q: Do you really think that it would — that a PSAP has the option not to disclose its PSAP number to a carrier that might need to call that PSAP administrative line to save somebody's life?
A: Do I think they have that option did you say?
Q: Yes.
A: I don't think they would want to. I don't know if legally they have the right to or not. I don't believe they would want to not disclose telephone numbers to people that they thought needed to know that number.

Page 228

Q: Do you think it would be legal? Well, strike that.
A: I don't have any idea.
MR. TWOMEY: Let him make his own objection.
MR. O'ROARK: I spend too much time as a defense lawyer.
Q: (By Mr. O'Roark) Do you really think that it would be permissible for a PSAP not to disclose its PSAP number to a carrier that needs to call the administrative line?
MR. TWOMEY: Let me object to the form of the question. To the extent when you say permissible, the only thing I can glean from that is that you mean legally permissible. Although you haven't used the "L" word in the question, I still think you're asking him for a legal conclusion.
To the extent you're asking him for something else, he can answer it.
Q: (By Mr. O'Roark) Subject to the objection, you may answer it.
A: Again, I was going to say permissible I would read to be a legal obligation, and I don't know the answer to that.

Page 229

But to the other part of your question, do I think it makes good public policy for a PSAP not to make those numbers known to those that need to know them, I agree with you, that doesn't make any sense.
If lives are at stake, then I think the PSAPs want parties that need to know and MCI would be among those to know that. That's not the issue.
The issue is who's obligated to get that information on behalf of MCI. BellSouth doesn't believe it has to do MCI's work for free. That's really what this is about.
Q: Does BellSouth have any written agreements with PSAPs that would prevent disclosure of PSAP numbers?
A: I don't know whether we do or not.
Q: And you're not aware whether any PSAPs have requested that their telephone numbers not be published?
A: I'm not aware if they have or have not.
Q: Let's talk about Issue 99, which again deals with PSAP numbers.
Let me show you the language in question, which is in Attachment 9. It's 1.3.17.
A: Okay.
Q: My question to you is, based on your

Page 230

reading of that language, what kind of PSAP number are we talking about? I believe what we were just talking about was that administrative line that rings on the PSAP desk as you describe in your testimony?
A: Right. This section appears to address the ten digit telephone number that's translated once an end user dials 911.
Q: So instead of the number that rings the admin line so you can tell the PSAP that you have some kind of problem with your 911 lines, this is the 911 line itself?
A: Yes. The way this works is that the 911 tandem looks at my telephone number, looks it up in a database, determines what municipality it's routing this call to, then chooses this ten-digit POTS number to route the call through the network to the appropriate PSAP. I think that's what's talked about here.
Q: And I suppose that CLECs would need to know that ten digit number also so that they could do their own 911 trunk routing?
A: Yes. If the CLEC decided to provide its own 911 tandem, then the answer is yes.
Q: And within BellSouth's service territory, it is BellSouth that provides the PSAP numbers to the

Page 231

PSAPs?
A: Not necessarily. If the PSAP is an end user customer of BellSouth, then the answer to that is yes. If MCI is a provider of service to the PSAP, then it's MCI that would provide that ten digit number which would be accessed through BellSouth's 911 tandem.
Q: But I mean, as we sit here today, everywhere in BellSouth's service territory it is BellSouth that is providing the service to each PSAP?
A: I don't know. I would expect that most of them are that way, but I can't say with certainty that all PSAPs are still served by BellSouth rather than by a CLEC, no.
Q: In what databases are PSAP numbers found? Now we're talking about, I will call it the PSAP emergency number just so we're clear what we're talking about.
A: BellSouth has a system that's called the ALI database, I think that stands for Automatic Line Identifier. But in that database is an association of a telephone number with a municipality that really sets up the routing to send it to a certain telephone number. So it's the ALI database, sometimes referred to as the ALIS; I think that stands for Automatic

Page 232

Line Identifier Service. But it's that database that looks up the telephone number and translates it into the municipality.
Q: How many of those PSAP emergency numbers are there, say in the state of Georgia, ballpark, order of magnitude?
A: Well, gee, I don't know.
Q: One?
A: I'll take a run at it, but I mean there's —
Q: How many PSAPs are there in Georgia?
A: I should know how many counties there are in Georgia. I think there are around 130 or so, so let's say there are 130 county jurisdictions. You know, let's say that many city jurisdictions on top that. So something less than a thousand I'd say.
If I flunked my geography test, I don't know how many counties there are in Georgia, I apologize.
That's just the number of locations. There may be multiple telephone numbers within each of those locations.
Q: I see, because there could be multiple emergency lines so that you can make more than one 911 call at a time?

Page 233

A: Exactly. The number of lines would be the function of how many simultaneous calls to 911 there were, as well as the number of administrative lines that they wanted to, you know, have serve that location as well.
Q: That doesn't sound like a huge database.
A: Well, yes, the database is quite large because each and every telephone number has to be in there such that you know, such that you can translate each one.
In other words, yes, the database is large because each and every telephone number has to be defined in there so the switch knows which municipality to send the call on to.
Q: Included in the database is every telephone number that BellSouth has in a correlation with the PSAP emergency number?
A: Exactly. In other words, what you read in is the telephone number and what you get out is the routing instruction.
Q: Why would it be difficult for BellSouth to provide us with that information?
A: With what information?
Q: With the PSAP emergency numbers?
A: Well, there's two aspects to it. One is

Page 234

just the work of providing that information to you. The second part would be the work to keep that information updated. Both of those have costs associated with them and that's work that BellSouth believes it should be paid for.
Q: Let's talk about the work that would be involved in having a database. Doesn't the work consist of pressing a print key?
A: I think it's a little more complicated than that, but the information is in a database and it would have to be extracted and put on paper or some other medium that could be provided to MCI. That's part of it. And then periodically you would have to provide updates, which would probably be as frequent as a day, given the criticality of the information.
I think that a CLEC would want to know at the time that the telephone number was going to be changed what to do about it. So it would call for very frequent updates of that information, it would have to be done in a pretty fail-safe mode, and all of that adds cost to the provisioning of the information.
BellSouth is not opposed to generically providing this. We are just opposed to doing it for

Page 235

free.
MR. O'ROARK: Can we take a very short break.
(A recess was taken.)
Q: (By Mr. O'Roark) Mr. Milner, I just have a couple of questions for you on the Issue 100.
A: Okay. Could I make a correction to my testimony here just in case I confused you?
Q: Sure.
A: On page 48 where we were, at line 16, I just noticed it's kind of nonsensical. It should read "the local 911 or E911 authority." It didn't make much sense as 911 or 911, it's a mistake of the word processor. Sorry.
Q: That's okay. Well, actually, now that you have directed me to that paragraph, I see something else that confuses me because if you look at lines 21 and 22, you say.these numbers are sometimes referred to as the administrative line.
A: I see that, yes.
Q: And when we were discussing this before, I think you had determined that what we were really talking about was the 911 emergency line?
A: Well, they are really both. I said that in the context of this 1.3.17 section that we were

Page 236

talking about.
Q: Yes, which is the one at issue in Issue 99?
A: Yeah. Based on the fact that it talked about numbers for PSAPs, that sub-10 BellSouth's 911 tandem, that's what made me think that was not the administrative line, but rather the ten digit telephone number of the 911 operator.
Q: So your testimony might be incorrect when it mentions the administrative line on page 48?
A: If I misinterpreted Mr. Martinez's testimony as to which type of line he was referring to, that's certainly possible, yes.
Q: Let's talk about Issue 100. Let's assume that WorldCom uses BellSouth for operator services.
A: Okay.
Q: And let's also assume that a WorldCom customer has as its long distance carrier an IXC that is not on BellSouth's OTC plan. What is that, OTC, OTS?
A: I thought it was OTS.
Q: OTS. Is not on BellSouth's OTS plan. A customer calls a BellSouth operator, says "I would like you to connect me to a number in New York City and here is my IXC," what does the operator do?

Page 237

A: I'm not sure what you mean by what does he or she do?
Q: Yeah. Will the operator say "Thank you very much," and connect our customer to that long distance number or will the operator say "I'm sorry, we don't perform that service for that long distance company"?
A: Let me get the situation set up. Did the end user just dial zero?
Q: Yes.
A: And says "Operator, I want you to complete this call to this telephone number in New York City"?
Q: Yes.
A: Okay. And you said that interexchange carrier was an OTS customer or was not?
Q: Was not.
A: Then I'm not sure, to tell you the truth, now that we get into that, because I haven't really thought about that in the context of this issue.
I believe that the — well, I just don't want to answer, I don't know. I thought this issue was about the situation where the end user says, you know, "Here is my telephone number, here is the carrier I want to carry this, and oh, by the way, tell me what it is going to cost." I thought the

Page 238

issue really went to the issue of time and charges for the call.
Q: It does. And then there's the next question of, should BellSouth ask for the carrier and then connect the customer to the carrier?
As I understand your testimony, the testimony is that if the carrier uses the OTS service, then BellSouth will do that, but otherwise it will not.
A: Well, yes. And the reason for that is that the call for those customers that have preselected a certain carrier, the operator knows how to get that call to the operator of that interexchange carrier.
Q: Let me come at it this way. Isn't what operators mostly do is help connect people to where they want to talk to?
A: Yes.
Q: So why do you charge extra if one of our customers using an operator service that we're paying for needs to get routed to our long distance company?
A: Well, because of the fact that we've got humans doing this work. Those tasks take time for which BellSouth has to pay its operators to work. So what we're talking about are incremental work times

Page 239

to perform certain tasks; and our issue is that we ought not to have to perform incremental work tasks for which we're not compensated.

Q: But it's in your knowledge that WorldCom pays for operator services on a per minute basis, right?

A: Yes, but that's not really the issue. The issue is to figure out, you know, what to do in response to that, BellSouth's operator would have to query the customer in all cases, not only those calls that are ultimately transferred to MCI.

Now, on the other hand, if MCI said "Whatever that incremental time is for you to query all those customers to get some portion of those to MCI, we'll pay you for that," then this issue would go away.

But MCI, as I understand it, has only said "I'll pay for that incremental work time," because that's in this operator work time that you talked about, "I'll pay for that, but only for the calls that actually get transferred to MCI," and ignores the part, the work times where the operator says, you know, "Who's your long distance carrier?" "It's Keith Milner Long Distance." "Oh, well, never mind then."

Q: Mr. Milner, let me describe for you what I

Page 240

understand to be at least one of WorldCom's concerns?

THE WITNESS: Are we set up on a bridge?

MR. TWOMEY: We are still on the bridge, but we're about to be knocked out.

(A discussion ensued off the record.)

Q: (By Mr. O'Roark) Mr. Milner, let me follow-up on one point. You understand that if a WorldCom customer calls BellSouth's operator service platform, because that's the way we, WorldCom, have decided to use BellSouth's operator services, that BellSouth is going to get paid for the operator services it provides in connecting our local customer to the IXC regardless of which IXC the customer picks or, I guess more accurately, regardless of what IXC serves our local customer?

A: Yes, I understand that.

Q: Now I was about to suggest that or say that a concern that gave rise to this issue in the first place — I'll just state in my place just for the purpose of advancing this discussion — is that we've learned that BellSouth operators when they are called and asked for a rate quote will provide the BellSouth rate, at least for an intraLATA call, and I think the negotiators even tried it and that

Page 241

happened.

Do you know if BellSouth would be agreeable to contract language that would forbid that practice?

A: Well, I'm not the negotiator, so I won't sit here and think of all the ups and downs, but I don't believe so.

MR. TWOMEY: Let me just object to the form of the question, just to make sure we understand the question. Is it in a circumstance where it is a local customer who is served by MCI or is it irrespective of who the customer is?

MR. O'ROARK: Well —

MR. TWOMEY: Just for purposes of your question.

MR. O'ROARK: For purposes of the question, it's just a WorldCom customer because we're talking about the WorldCom contract and we can't concern ourselves with how you treat customers of other local exchange companies.

Q: (By Mr. O'Roark) And I think your answer to my question was that at least thinking about it here on the spot, you don't know of any reason why

Page 242

BellSouth wouldn't agree to that?

A: No, I believe I said that we would not agree to that.

Q: Oh, I'm sorry, I misheard you.

A: And here is why. There may be some opportunity for further discussion if we're talking about BellSouth's agreeing not to quote BellSouth's rates in cases wherein BellSouth knows that — or let me say it this way, where the BellSouth operator knows that he or she is talking to an MCI local end user.

However, you said would BellSouth agree not to quote its own rates, but you didn't limit it to that situation and so there are lots of cases where quoting BellSouth rates are appropriate; that is, where the end user making the call is a BellSouth customer.

Q: Understood.

A: So in the case where MCI is using BellSouth's operator services rather than its own platforms and where the trunk group can identify that that's an MCI end user, then that may be something we can talk about.

But across the board, no, BellSouth is not willing to forego quoting its own rates.

Page 243

Q: So if a BellSouth customer that wants to make an intraLATA call calls the BellSouth operator, the BellSouth operator is not going to ask you who is your intraLATA carrier, the operator is just going to quote the BellSouth rate?
A: That's our practice today as I understand it, yes. I think part of the dispute, again, between us is that other operator work time in determining who the long distance carrier is for those calls that don't go to MCI, and I understand MCI's willingness to pay for that incremental work time for the calls that do get transferred. My concern is for the incremental work time for the calls that don't get transferred.
Q: Well, if the call is not transferred, WorldCom is still paying BellSouth for its operators time in handling the call; right?
A: But only for a portion of the calls. Let's say that a given operator receives a hundred calls in a day and transfers only ten of those calls to MCI. Then under MCI's proposal, as I understand it, the operator would have to query one hundred times and MCI would only pay the incremental work time for that query on 10 percent of the calls, those ten calls that actually got transferred.

Page 244

Q: And the ten calls — you're assuming that the ten calls come from WorldCom customers and that the ninety calls come from other customers?
A: Yes. Yes. In other words, the operator can't determine which to transfer without querying the customer. To do so takes operator work time. Some of those calls will get transferred to MCI and we, you know, supposedly would recover our costs from you on those, but what about the remainder is my concern.
Q: I think you said that BellSouth wouldn't be adverse to not quoting BellSouth rates when it knew that a WorldCom customer was calling the BellSouth operator.
A: I don't think that's exactly what I said. I believe I said that BellSouth would be willing to talk with you and discuss that further, but I also said that, you know, sitting here, I haven't, you know, explored the, you know, the pros and the cons of doing that and I can't commit to our foregoing quoting our own rates in that case.
Q: Do BellSouth operators know when a WorldCom customer is calling or would they?
A: Sometimes yes and sometimes no.
Q: When yes and when no?

Page 245

A: When the calls come to the BellSouth platform on a dedicated trunk group, then we could make that distinction. On the other hand, if MCI or any number of other CLECs are reselling BellSouth services and are not using customized routing, then we don't know whose end user that is.
Q: So if it's an unbranded call or a BellSouth branded call, the BellSouth operator is not going to know that it's a WorldCom customer?
A: Well, if it's an unbranded call, yes, you're right, in either case.
Q: And what you're saying is that what BellSouth's practice is is to quote the BellSouth rate without knowing whose customer it is?
A: No. I'm saying where the BellSouth operator does not know which interexchange carrier's customer he or she is talking to, then in that case it's my understanding that they quote BellSouth rates.
Q: And the BellSouth operator takes a don't-ask-don't-tell approach?
A: I don't know what their practice is about that and, frankly, I think we're straying way away from the issue here, which is one of cost recovery for the query work that MCI is asking BellSouth to

Page 246

do; not so much day-to-day practice as to what instance it's appropriate for a BellSouth operator to quote BellSouth rates for.
Q: We'll, I mean the issue as it's framed is "Should BellSouth operators be required to ask WorldCom customers for their carrier of choice when such customers request a rate quote or time or charges." That's not straying too far away from the issue, am I?
A: Not in the regard to the context of the issue, but what we're getting into and what our position is based around is the work effort that it takes to determine, you know, who a customer's carrier of choice is in the first place.
Q: All right. One more question on this. We talked about a hypothetical where a WorldCom customer calls the BellSouth operator platform, wants to be connected to a customer in New York. And I believe your testimony was you weren't sure how that was handled.
A: Well, I'm not sure because there is other information that we would need to add to that. Again, those same issues as before. Is the end user an MCI customer and MCI has chosen to use customized routing that would put those calls on a discrete

Page 247

trunk group or not, so all of those other things that we've talked about that would enable the BellSouth operator to know from the trunk group that the call came in on how to treat the call.

So absent all of those indicators is where I said that I wasn't sure what, you know, what response a BellSouth operator would give.

Q: So you think if the operator could identify the caller as a WorldCom local customer, that the operator would then make the connection to the New York number?

A: I don't see why not. Yeah, if that determination could be made as to what, you know, what interexchange carrier was the caller's choice, then that call could be completed.

Q: But if the operator could not identify the customer as a WorldCom local customer, you don't think the operator would complete the call?

A: Well, no, I'm not saying that. I'm saying that that would require that the operator query that customer as to the caller's choice of long distance service provider.

Let me take another run at it. The operator has certain information about what to do with a call based on the trunk group that

Page 248

the call arrived over. If the trunk group came to our operator platform from the MCI switch, for example, then the TOPS platform can provide certain information to the operator on the basis of what trunk group the call was carried over. Okay?

Q: If it came over a dedicated trunk?

A: Yes.

Q: I understand. If it came over a dedicated trunk, the operator would know it was a WorldCom local customer. If it didn't, the operator wouldn't know that it was a WorldCom local customer.

A: That's right, and that's where we talked a few minutes ago about, you know, what would BellSouth be willing to do in terms of calls where BellSouth knew that the caller had come in over an MCI trunk group.

Q: We're talking a little bit different situation. All right.

Well, and so if the local customer says "I want to call a number in New York," what the operator would have to do is connect that caller to the caller's IXC of choice?

A: Yes.

Q: And whether BellSouth would be willing to do that or not would depend on whether it came in

Page 249

over a dedicated trunk or not?

A: Well, not willing to do it, but able to do it based on the information that could be presented to the operator based on whether it came in on a dedicated trunk group or not.

Now there's two parts to that. You know, do I know where the call came from? Yes, I do if it came in over a dedicated trunk group. Okay. Is BellSouth willing to do that? That goes back to the same question you asked me before: Would BellSouth be willing to never quote its own charges if it knew that the call came in over a dedicated trunk from an MCI switch?

So I'm trying to draw a distinction between, you know, what we could do technically from what we're willing to do as a business practice.

Q: Take the non-dedicated trunk situation.

A: Okay.

Q: Our operator calls the operator and says "I want to call New York," and let's say the customer volunteers, "Oh, and my long distance carrier is AT&T."

A: Okay.

Q: Is the BellSouth operator willing to complete that call or not?

Page 250

A: I believe so, because the operator would know how to handle that call. That's different from the case where the customer doesn't do that and where the BellSouth operator would have to query the customer for that information.

Q: So are you saying if the customer volunteers the name of its IXC, the operator completes the call, but if the customer doesn't volunteer, the operator is not going to ask and is not going to complete the call?

A: That's the same question you asked me before about what the day-to-day work practice was, which I don't know the answer to.

Q: That's where you don't know the answer?

A: No.

Q: All right. Let's say the customer calls and we'll take it both ways, dedicated and non-dedicated, and asks for a rate quote for a call to New York.

A: Okay.

Q: What would the operator do?

A: Again, if the operator by the distinction that's presented on the screen knows the interexchange carrier and also knows that that carrier is an OTS customer, then that call will be

Page 251

transferred for that rate and quote or that rate and time and charges quote.

Q: If it's not an OTS customer, the answer is "Sorry, you've got to call your long distance carrier," and ends the conversation?

A: Yes, because the BellSouth operator does not have the rate tables from all the interexchange carriers and has no way to transfer that call to the interexchange carriers such that a rate quote could be made.

Q: Let's talk about Issue 101. We started off. at least in my part of the questioning, in talking about calls routed from a BellSouth switch to the WorldCom OS/DA platform.

A: Okay.

Q: And in Issue 101 we're talking about the different situation where we've got a call that is routed from a BellSouth switch to the BellSouth OS/DA platform.

A: Okay.

Q: And the issue here really concerns branding. If WorldCom uses BellSouth unbundled switching to serve its customers and it wants to brand the OS/DA service in its own name, BellSouth requires dedicated trunking if the line class code

Page 252

method is used. Is that right?

A: Yes, because that's a technical limitation inherent to that method.

With the line class code method, the determination of how to route that call is done at the end office level rather than some other place; therefore, the switch uses a dedicated trunk group from that end office switch to MCI's choice of operator services or DA platform.

Q: You may have touched on this earlier today, but let me make sure. Is there any way you could use that pseudo code method to route traffic to BellSouth's OS/DA platform via a BellSouth access tandem?

A: That could be done, but you're still talking about a dedicated trunk group now from the end office to the access tandem rather than from the end office to MCI's OS/DA platform.

But, yes, that traffic from that end office could be aggregated with traffic from other end offices at that access tandem using this pseudo code routing plan.

Q: But let me —

A: But you would have dedicated trunking between the end office and that access tandem.

Page 253

Q: That's the point I wanted to explore, because we were talking about running traffic to the WorldCom OS/DA platform and you say we could use shared transport to the access tandem.

Why couldn't we used shared transport to the access tandem when we're going to BellSouth's platform?

A: Because BellSouth's platform is not capable of, that is, our TOPS platform is not capable of taking that call, determining the end user customer, and then if it's not to be handled by the BellSouth operator, sending that call on to MCI's operator.

In other words, our TOPS platform cannot make that discrimination of whose end user that is in order to put the call on — either to handle it in the TOPS platform or to put it on a trunk group to MCI's platform.

Q: I didn't quite catch all that. Let's take it one step at a time.

It goes to the end office if we were trying to push it up shared transport to the tandem; and using the line class code method, the tandem wouldn't know to point to traffic toward BellSouth's OS/DA platform, wouldn't it? That's not where the

Page 254

problem would be?

A: No, that's not the problem. I thought you meant could you just use shared transport for both BellSouth's end users and MCI's end users and send all of that to BellSouth's operator platform and then make the discrimination there.

Q: No. What I'm trying to work through is for WorldCom customers, say take an UNEP customer and say for whatever reason we want to avoid dedicated trunking from a bunch of end offices to BellSouth's OS/DA platform. And what I'm exploring is the possibility of using shared transport that would go up to the access tandem, just like we talked about earlier this afternoon, and then route to the BellSouth OS/DA platform.

A: Okay. I think the answer to your question is yes, but where you threw me was when you said you use shared transport between the end office and the access tandem.

Q: Why did that throw you?

A: Because you said, you coupled that with use of the line class code method.

First of all, BellSouth does not send its own operator traffic through access tandems. We already went through that.

Page 255

If you had said, instead, could you use the line class code method and the pseudo code method and send traffic to the access tandem from, let's say, ten different end offices and then aggregate that traffic together from those ten offices from the access tandem to the TOPS platform on a single trunk group, then I would have answered yes.

But your question said, could you use shared transport between the end office and the access tandem and that's where you can't do that with the line class code method.

Q: Well, I'm confused now, because when we talked about the pseudo code method earlier this afternoon, actually routing traffic to WorldCom's OS/DA platform, you said we could take it over shared transport from the end office to the access tandem in most cases.

A: Here is where — well, we used the term shared transport in an entirely different way earlier. I believe we used the phrase shared transport to mean sharing of different kinds of MCI's traffic over that one trunk group. We said that you could put your local traffic on there and your operator services traffic on that same trunk group; and in that sense it's sharing of that trunk group,

Page 256

but it's not sharing of the trunk group between MCI and either BellSouth or MCI and another CLEC.

Q: So it's not what I have heard referred to as common transport?

A: Yes. As long as all of that is put on that one common transport trunk group, then yes, you could send that to the access tandem over that same group.

Q: It's got to be —

MR. TWOMEY: Let me just make sure the record is clear, because I think you stated the question in the negative and he answered in a positive. I think you understood what he meant, but I'm not sure the record is going to come out.

Could you read back the question and the answer?

(The record was read by the reporter.)

Q: (By Mr. O'Roark) Let me start there and try to straighten that out.

Mr. Milner, I had asked you — we were talking about shared transport. I was asking you whether that was something that was different than the common transport.

Can you clarify your answer, please?

Page 257

A: Yes. Thank you.

I used the phrase "common transport" to mean the traffic that has a number of different types of traffic that may include local traffic and interexchange traffic being carried over a single trunk group. That trunk group is not shared in the sense that BellSouth and another entity, such as MCI, are sharing that. At that point, and even on a common transport trunk group, that's still BellSouth traffic, because it's BellSouth's obligation to get that traffic to the point of presence in terms of interexchange traffic or to get it to its destination if it's local traffic. So even common transport trunk groups are still one party's trunk group. They're not shared.

So when I answered you sometime ago on could you share that trunk group, I meant to answer in terms of could you share that trunk group for different classes of traffic. I did not mean it to mean a sharing between several different service providers. But technically, yes, you can aggregate all that traffic onto a single trunk group.

Q: So to kind of shortcut it a little bit, you could use that pseudo code method to handle traffic directed to BellSouth's OS/DA platform in the

Page 258

same manner as you could route it to WorldCom's OS/DA platform?

A: You might do that, yes. Again, there are other decisions that have to be made as to whether that would be sent directly or via an access tandem or something like that.

Q: Let me talk a little bit about the AIN method. If the AIN method is chosen, OS/DA traffic is routed over the shared trunk groups to the hub location?

A: Yes. Yes. There is some sharing possible between the end office location and that AIN hub location.

Q: Then it goes over dedicated transport from there to BellSouth's OS/DA platform?

A: If the BellSouth platform is MCI's choice. Let me put it a different way. It's going to go over a dedicated transport to MCI's choice of OS and DA platform, whether that's BellSouth or it's someone else's. It's going to be put on a separate truck group because if it goes to the BellSouth platform, it is that separate trunk group identification that allows us to apply the brand or not.

Q: If we use the pseudo code method to get to

Page 259

the BellSouth platform, would that require any dedicated transport?
A: Yes, and we would need to talk about which part of the transport is going to be dedicated and which is not.
Q: Please explain that.
A: Okay. Let me preface and say for the record that now we're talking about the line class code method again instead of the AIN method.
Q: Yes.
A: But if MCI had chosen the line class code method and we had put in the pseudo code method for that so it could be converted to Feature Group D signaling, then the — once it got to some concentration point, let's say the access tandem, then there could be some sharing of the trunk group from that place forward.
In other words, there's traffic aggregated from a number of different end offices that's aggregated onto a single trunk group that goes from there to MCI's choice of operator services platform.
Q: Well, it sounds like different kinds of WorldCom traffic could travel on the same trunk groups going from the end offices to the access tandem; is that right?

Page 260

A: That's possible, but there would remain a dedicated trunk group carrying all of those types of MCI's traffic, from that end office to that tandem let's say.
Q: And that's true whether we're routing to our OS/DA platform or yours?
A: Yes.
Q: And then from the access tandem to BellSouth's OS/DA platform, that could be some kind of shared transport arrangement?
A: It would be — well, if you mean shared to mean aggregation of traffic from various BellSouth end offices, then yes, it's shared in that regard. It's not shared between BellSouth's traffic and MCI's traffic.
In other words, again in my example, let's say there are ten end offices, there will be a trunk group from each end office to the access tandem let's say. Then there might be a single trunk group from the access tandem to MCI's choice of operator platforms that carries the traffic from any and all of those ten. But it's that trunk group between the access tandem that offer that platform that would have to carry only MCI's traffic, whether it went to MCI's own platform or whether it went to BellSouth's

Page 261

platform.
Q: And if it did that, WorldCom could get its own branding?
A: Yes, yes. Anything that results in having a discrete trunk group that arrives at BellSouth's TOPS platform we know how to brand on or not brand or whatever you would like us to do. That's the problem, that we try to figure out with solutions like a line class code method and the AIN method is how do we get traffic from an end user onto a certain trunk group.
Q: So contrasting the AIN method and the line class code method, we're talking about writing to BellSouth's OS/DA platform, it sounds like with the line class code method, again assuming that we're routing through a BellSouth tandem, that the collection point is the tandem. With the AIN hubbing method, the collection point is the AIN hub. So far so good?
A: So far so good.
Q: And it sounds like whether you go with the access tandem or the AIN hub, from that point to the BellSouth platform, you basically are going to have to have dedicated trunking carrying WorldCom OS/DA traffic?

Page 262

A: That's close.
Let's look at the — in the AIN method, the sharing of the trunk group between the end office and the AIN hub, that is sharing between whatever CLECs have chosen customized routing. BellSouth's traffic does not traverse that route.
So let's say ten CLECs have decided they want customized routing using the AIN method. From that end office to that AIN hub, all of those CLECs' traffic would traverse that one trunk group. So it's shared in that sense.
It's not shared with BellSouth's operator traffic because that goes on a different trunk group.
Q: But then from the AIN hub to BellSouth's platform would essentially be dedicated trunking?
A: Yes, from that point forward would be a trunk group to each CLEC's choice of operator services platform, whether it's BellSouth's or somebody else's.
Q: With the line class code method, we would just have WorldCom traffic going from the end office to the tandem, but it could be different kinds of WorldCom traffic?
A: That's right.
Q: Then from the tandem to the platform, it's

Page 263

going to be just WorldCom OS/DA traffic?
A: That's correct also.
Q: Mr. Milner, you're aware from WorldCom's testimony that SBC and Bell Atlantic have developed solutions that enable WorldCom to obtain branding without any dedicated trunking?
A: I read that, yes.
Q: Have you or, to your knowledge, anyone else at BellSouth communicated with either SBC or Bell Atlantic to determine how they accomplished that?
A: It's been sometime ago, but I think I generally understand how Bell Atlantic and SBC accomplished that. I don't know about Bell Atlantic's plans. I am aware of the technology in general terms as to what SBC does to accommodate that.
Q: Is the answer to my question that, yes, you have communicated with those companies?
A: I have not communicated with Bell Atlantic. Going back sometime, we did have communication with people at SBC to understand how they planned to route the traffic.
Q: Do you now understand how SBC plans to route the traffic?

Page 264

A: I do unless they've changed it since we talked.
Q: It uses an ANI method, if I recall?
A: Yes. What SBC chose to do has some benefit and some detriment. What they have chosen to do is not to make that decision as to whose end user is making a call until that call reaches their operator platform. And so at the operator platform they take the ANI, the Automatic Number Identification, that is the calling telephone number, they look it up in a database and then they say "Whose end user is this?" If it's SBC's, then they treat it in one way. If it's MCI's, they treat it in another way.
So the decision is the same; that is, should the discrimination as to whose end user is making the call be done at the end office level. BellSouth is able to do that with its line class code method. Should it do it at some concentration point like the AIN hub allows? We have that method.
SBC went in a different direction and said "I won't make that determination until I've sent that call all the way to the operator platform." So it has the benefit of being able to use common trunking to get all the calls to the operator platform and

Page 265

then make the decision. It has the downside to it, though, that you have to send all the calls to the operator platform even if they're destined for some other place.
My understanding of SBC's arrangement is that their platform is not able to take that call if it's not going to be handled ultimately by an SBC operator and then send that on to somebody else's platform.
BellSouth's methods do allow independence of whose operator platform the calls are sent to.
Q: Let me ask you to take a look pretty quickly at page 110 of Mr. Martinez's deposition.
A: Deposition did you say?
Q: Sorry, direct testimony.
MR. O'ROARK: Mr. Twomey, it's 5:35, but I'm reasonably confident we'll be done by 6:00.
Q: (By Mr. O'Roark) Are you there? I want to kind of do the same drill with these contract provisions that we had done before.
A: Okay. I'm on page 110 of Mr. Martinez's testimony.
Q: Yes.
A: I'm there.

Page 266

Q: Mr. Martinez quotes a number of provisions starting with Attachment 9, 2.2.4.3.3, where it talks about custom branding and self branding requiring WorldCom to order dedicated trunking from each BellSouth end office.
I want to just make sure I understand from what you have just told me that if WorldCom might be able to route to BellSouth's OS/DA platform using the pseudo code method which would not require that kind of dedicated trunking; is that right?
A: Well, again we've got to be very careful about what we mean by dedicated trunking. It's dedicated in the sense that MCI's traffic of various types is put on that trunk group. It's also dedicated in the sense that that trunk group is not shared with other service providers, CLECs or BellSouth.
Q: I understand your previous testimony, but this language was proposed by BellSouth. I guess the bigger point is that, from what I understand you saying, it's no longer necessary to have dedicated trunking from each BellSouth end office to BellSouth's TOPS tandem for WorldCom to obtain branded service. That's true, isn't it?
A: That's somewhat true. We have got to put

Page 267

some clarification around it. There can be some sharing of trunk groups between using the AIN method between the end office and that AIN hub. So in that case, yes, there can be some sharing of the transport between various CLECs, including MCI.

With the line class code method, we talked about using the pseudo code arrangement, sending all that traffic to an access tandem and aggregating it. That can be done, but I just want to make clear that even though it's aggregated traffic, it's still all MCI's traffic that's aggregated from a number of different end offices.

So perhaps that part of BellSouth's position ought to be clarified, that when we talk about dedicated trunking from each end office, that's an artifact of the line class code method, but not an artifact of the AIN method.

Q: It's not even an artifact of the line class code method that the trunks have to go directly from the BellSouth end offices to the TOPS tandem anymore, right?

A: No. I mean you and I have discussed the possibility today that you could send that traffic through an access tandem and aggregate various MCI traffic together to send on one pipe.

Page 268

Q: Thank you. We're communicating.

A: Okay.

Q: Then we may have discussed 2.8.1, the next section before; but in conjunction with the routing to the WorldCom platform. 2.8.1 talks about BellSouth routing and resale and UNEP operator services traffic to MCI-M's designated platform using the switched access facilities that provide ANI, and then it goes on to say, more than any other manner agreed to by MCI-M, and I think that last part you had some trouble with before.

A: Yes. And if the bolded part of the language here at 2.8.1 is a reference to the style of handling this traffic that SBC has chosen; that is, to send it all to the operator platform and then use the ANI to distinguish, then BellSouth does not agree to do that.

Instead, BellSouth offers its selective routing it says here, which is the same as customized routing, to get the right traffic on the right trunk group.

So I think it's BellSouth's objection just simply to use ANI information, which to me implies the use of SBC's solution rather than BellSouth's two customized routing solutions.

Page 269

Q: Under 2.8.1.1, we have proposed language that would give WorldCom the option of ordering separate trunk groups from the BellSouth access tandem or end office to MCI-M's platform as directed by MCI-M.

That's language that BellSouth has objected to before, but it sounds like with the pseudo code method we may be coming closer to agreement on that?

A: I would think so. And the second part of it is contingent on MCI's willingness to pay for tandem switching at the BellSouth access tandem.

Q: We talked about 3.2.1.1 before and I don't want to belabor it, but you can see the language there. I think you said that with respect to routing to the WorldCom platform, the pseudo code method appears to allow us to do what we're asking to do.

Is that also true of routing to the BellSouth platform?

A: Yes. I mean the pseudo code and the use of line class code method allows BellSouth to send that traffic to any platform of MCI's choosing, whether it's BellSouth's for which we would be paid for handling the operator traffic or to MCI's

Page 270

platform or somebody else's.

Q: Then 3.2.4.3.3 is BellSouth proposed language. I think it just parallels what we looked at before for operator services. This language concerns directory assistance and I think our same discussion would apply, wouldn't it?

A: Yes. Probably a better way to articulate that would be to describe, you know, what we mean by a dedicated trunking under the line class code method versus the AIN method, and whether or not MCI wanted to use this pseudo code and route it through tandem and all that.

But, yes, essentially the same discussion we had earlier.

Q: Then we have 3.5.2, which actually I think is similar to what we discussed in 2.8.1, but this time for directory assistance rather than operator services?

A: Yes. If what MCI means here is that BellSouth would have to provide an ANI solution analogous to that provided by SBC, we don't think we have an obligation to do that.

However, we have those other two methods, line class code method and the AIN method, that do accommodate that same thing.

Page 271

Q: Then finally 3.5.2.1, it appears that BellSouth can use its pseudo code method to accommodate what WorldCom is requesting there even to BellSouth's platform?
A: Yes.
Q: All right. We're getting to the bitter end here.
Issue 102, something you reviewed to earlier in our discussion; that is, inward operator services. Inward operator services refers to the ability of one company's operator to talk to another company's operator. Is that right?
A: Yes, that's right.
Q: Let's assume that the WorldCom switch is interconnected with a BellSouth access tandem.
A: Okay.
Q: Is it possible in that case for WorldCom's operators to call BellSouth's operators over local interconnection trunk groups?
A: No.
Q: I may have misunderstood your testimony. I had thought that if a call went to the BellSouth access tandem, that it could then be routed to the BellSouth operator?
A: I'm sorry, I misheard your question. I

Page 272

heard you say would it be and I think you said could it be. Ordinarily —
Q: It's late in the day. Let's do the best we can.
A: Okay. Technically that could probably be worked out by translations in the access tandem. I was answering would it be. Ordinarily the two operator platforms are connected directly to each other and send that sort of information directly between themselves, so yes, those messages might be sent through an access tandem and then completed to an operator platform.
Q: Now assume that our switch is interconnected with a BellSouth end office. Your testimony is that with BellSouth's current network, a call from our operator cannot be routed to your operator?
A: That's right, because the end office is not a tandem that has special features for translating those operator services codes and knowing what to do with them.
In other words, if MCI's end office switch is connected to, you know, one or more of BellSouth's end office switches and either intentionally or unintentionally MCI's switch sends a code over that

Page 273

trunk loop one to one, which is often used to request an inward operator, that end office doesn't know what to do with that call.
In other words, it's expecting a number of digits that instruct it as to how to complete a call to an end user served by that switch. To translate that special code and then send it on to the operator platform is, in effect, to make that end office a tandem switch, and that's the part that BellSouth objects to.
Q: Are BellSouth's end offices connected to its OS/DA platform?
A: They are, and the problem is or the problem would be, as we discussed earlier, that the trunk protocol that's used over that trunk group is so-called OMS signaling rather than Feature Group D signaling.
So that's at least one, you know, problem that would surface is that MCI might be upset that Feature Group D was not being used on those kinds of calls.
Q: Feature Group D is important if you want to identify the caller?
A: Well, I don't know all the purposes that MCI would use that information for, but yes, it's

Page 274

used at least in billing the customer for that call.
Q: By the way, I understand from your testimony that you would have the same problem if we interconnected with a local tandem?
A: For precisely the same reason.
Q: So, can we talk about those two instances together?
A: Sure. Yeah. The problem is the same in that those two switches don't perform as operator services tandems. An end office certainly does not in that the traffic it receives over a trunk group it expect to terminate to a line served by that end office. It doesn't take that traffic, translate the digits and send it back out. In other words, it expects to terminate it and that's what end offices do.
Q: And I suppose, theoretically, there are two ways that a call from our operator could get from a BellSouth end office to the TOPS tandem. Just thinking theoretically right now, one would be over that direct line to the TOPS tandem and the other would be that the call would be rerouted back to the access tandem and then over to the TOPS tandem. Those are the two conceivable paths, I suppose?
A: Yes.

Page 275

Q: You're saying that the direct line from the end office or from a local tandem to the TOPS tandem can't be used, number one, because the end office switch doesn't have the translations to make that connection, and then, number two, it's a MOS line, which means that it would be incompatible with a Feature Group D call?
A: That's at least two reasons, yes.
Q: Can you think of any others as we sit here?
A: Just the scope of the situation would be that if BellSouth were required to do this, it would have to do so at each end office to which MCI had connected its switches. So in a place like Atlanta, that would be dozens of end office switches which would suddenly become tandems for handling of this kind of traffic. That's not a very efficient way to handle a relatively small amount of traffic. I mean operator-to-operator traffic compared to other types of traffic is not very large.
Q: How expensive would it be to make that change in a BellSouth switch?
A: We would be talking mostly about the amount of labor involved and given the number of switches in our network, I think that would get to be

Page 276

a pretty sizeable labor expense.
Q: Do you have any idea what kind of dollars you're talking about?
A: No, I've not priced it out, but the people that do this work are fairly high priced technicians. They have to be aware of how those translations would be done. You know, the expense aside, BellSouth doesn't see an obligation on itself to transform all its end offices to tandem switches just so that MCI can send traffic to an end office that's really bound for an operator platform.
Q: You said, you talked about lots of end offices that would have to be changed. Wouldn't end offices only have to be changed when that end office was interconnected with a WorldCom switch?
A: Yes.
Q: How many such interconnections are there say here in Atlanta?
A: I don't know of the number that are MCI's switches that are directly connected to what number of BellSouth's. I will tell you that one other CLEC is interconnected directly with most of BellSouth's end office switches, so it could be a very sizeable problem.
Q: Can you explain to me as a layman why the

Page 277

BellSouth end office couldn't bounce the traffic back to the access tandem and then route it to the TOPS tandem?
A: Well, apart from the fact that we don't think we have a legal obligation to do that, here are some of the technical reasons: Tandem translations would have to be put into place at each and every end office, as we've talked about. So there is the work that would be required for setting up that routing configuration in the first place and keeping it accurate over time.
There is also the expense of handling those calls in an end office on a tandem basis. That is, it would require a trunk going to the end office and another trunk leaving that end office to be used for the duration of that call. So not only the translations but the actual call processing and the trunks that are involved in handling that traffic would have to be installed in each and every BellSouth end office.
So that's why I say it gets to be a pretty expensive proposition pretty quickly.
(Discussion ensued off the record.)
(Mr. Twomey leaves the deposition room and Ms. Lisa Foshee enters the deposition room.)

Page 278

MR. O'ROARK: We're talking about Issue 102, which has to do with inward operator services.
MS. FOSHEE: All right. I came in at a good point.
Q: (By Mr. O'Roark) Just to wrap up that issue, Mr. Milner, isn't it the case that all WorldCom switches are interconnected with BellSouth tandems?
A: I believe that — let me think about that for just a moment. I would expect that WorldCom's switches would be connected at least to BellSouth's access tandem.
Q: I meant access tandems.
A: BellSouth has other kinds of tandem like local tandems that don't provide that same functionality.
Q: Fair enough.
A: So, yes, I would expect that your switches would be connected at least to our access tandem and then, if you wanted to, you could also connect at a local tandem or, if you wanted to, you could connect to some or all end offices directly.
Q: One obvious reason that we would always be interconnected at an access tandem is that we've got

Page 279

to be able to terminate long distance traffic that might be routed to our customer, right?
A: Yes. You would want to reach the interexchange carrier points of presence that were served by certain access tandems, yes.
Q: Why couldn't we agree that we would always route our operator-to-operator calls through our access tandem interconnection?
A: That's another area that we can continue talking about and maybe that's got some promise.
Our concern from the way or my reading of the phrasing of the testimony that Mr. Martinez has filed was that in periods of traffic congestion and overload or even where facilities are cut or broken or whatever, that MCI wanted to be able to reroute that traffic in a different way, perhaps to route that to an end office, perhaps to a local tandem, and that's the part that we've got a serious problem with.
If the issue is limited to the access tandem, then maybe there is a way to work that out. That's not customary. Generally that's — you know, there are other means of handling operator-to-operator traffic. But that certainly has more promise than trying to make tandems out of each

Page 280

and every BellSouth end office.
Now, again, that's one of those that I've not considered all the pros and cons of as we sit here, but that certainly has more promise than my interpretation of the other alternatives that MCI has made.
Q: Finally, Mr. Milner, Issue 103. Now this issue concerns whether BellSouth operators should be required to connect WorldCom subscribers dialing zero and requesting directory assistance to any directory assistance platform designated by WorldCom. Is that right?
A: Yes.
Q: And you understand that we're talking about a situation in which WorldCom is using a BellSouth switch service and has elected to use BellSouth's operator services but not BellSouth's directory assistance services?
A: Yes.
Q: Now in that situation a customer that dials zero rather than 411 obviously is going to be routed to BellSouth's OS platform?
A: That's correct.
Q: And that's a mistake that customers make from time to time, isn't it?

Page 281

A: It's possible.
Q: In your experience, doesn't it happen?
A: Have I done it myself? No.
Q: Have you done it yourself?
A: Not that I can recall. But yes, I mean that mistake happening that customers meant to dial 411 and instead dial zero.
Q: Please explain your contention that it's not technically feasible for BellSouth to route that call to the WorldCom directory assistance platform?
A: Okay. The problem is in the technical capabilities of BellSouth's operators services platform, that is the TOPS platform we have been talking about, it has the capability to allow the operator to transfer a call to a directory assistance platform, and that's what's done today.
If I mess up and I dial zero instead of 411 and the operator answers and I say "Oh, gosh, I meant directory assistance, not you," then he or she can transfer me, but there's only one route from the operator platform, the TOPS platform, to any directory assistance platform.
What MCI is proposing would require a multitude of or at least a second route from the TOPS platform to MCI's platform and so it's a question of

Page 282

technical capability of the TOPS platform.
So, in other words, the operator only has one trunk group to transfer calls to a directory assistance platform. It doesn't have a trunk group for BellSouth and perhaps a second trunk group for MCI's platform and a third for another CLECs and so on. So that's the problem.
Q: Why couldn't that traffic be routed through the access tandem line as we were just discussing with the operator number dialing? Inward operator services rather?
A: I think what you're suggesting is — well, I'm not sure what you are suggesting.
Q: What we were just talking about was an operator-to-operator call and now we would be talking about an operator-to-directory assistance call?
A: Okay.
Q: And we were talking about the possibility, we walked through all the problems with interconnection at the end office, at a BellSouth end office and a BellSouth local tandem, but there was some possibility that if we routed strictly through the access tandem, that that might work.
A: Right. Well, the difference is that in our previous discussion we had a code that one

Page 283

operator would dial to reach another operator, often 121 or some variant on that that says "operator platform, get me another, get me an operator," so that operator-to-operator traffic or that type of call in. So in that case we had a series of digits that the operator would dial that we could translate and try to figure out — the switch would figure out what it ought to do with that.

In this case there's not such a dialed code. In other words, the BellSouth operator got the call, from me let's say, and then the only capability that the BellSouth operator has is to transfer that call if it's meant for directory assistance to that single trunk group leaving the TOPS platform.

So what you're suggesting is perhaps you would somehow instead of sending the traffic over that single trunk group from the TOPS platform create a new trunk group from the TOPS platform to the access tandem and somehow dial codes that would get you around that and get you to a multiple of directory assistance platforms.

Q: Let me follow-up on a couple of things. You've mentioned a couple of times that single dedicated trunk from the operator platform to directory assistance?

Page 284

A: Yes.

Q: Does that go to the BellSouth directory assistance platform?

A: Yes. In other words, from the TOPS platform, there is no selectivity that the operator has to say "I'm going to transfer this a directory assistance platform, but in some cases I'm going to do it to BellSouth, in other cases I'm going to send to MCI, in some other cases I'm going to send it to another CLEC." The operator only — has when it's transferred, there's only that one trunk group that the TOPS platform has.

And I guess because at the time that the TOPS platform was designed, you know, they had been in place for a number of years, perhaps the designers didn't figure out or think about the fact that maybe some day in the future you would want to send a directory assistance call to a variety of platforms maintained by different service providers.

Q: The other thing I wanted to understand was you said that from the TOPS platform you can't get to the access tandem. You didn't say it exactly that way, but an operator has no way to get out into the public switch network and dial another number?

A: Well, no, that's not exactly what I said.

Page 285

I said to provide for some sort of selectivity of directory assistance platform, your suggestion was couldn't you send that to the access tandem? That kind of arrangement does not exist today, so two things would have to be developed and put in place and if they even could be.

One is that instead of transferring the call to that single trunk group that exists today between the TOPS platform and the directory assistance platform, I think your suggestion is don't send any calls to that trunk group, instead, instead of that trunk group going from the TOPS platform to BellSouth's directory assistance platform, send that trunk group to an access tandem, have the operator dial some code perhaps that would allow the access tandem to figure out which directory assistance platform the call would be sent to.

Q: I'm trying to understand the technical feasibility problem.

A: Yes.

Q: Operators are in the business of switching calls, aren't they?

A: Certainly they are.

Q: So our customer calls the operator that services this platform by mistake, isn't a BellSouth

Page 286

operator if they've got the ten digit number of our directory assistance platform, can't they simply forward the caller to that number? Why is that so difficult?

A: Well, it's difficult for a number of different reasons. One, you presume that the TOPS platform is even capable of that sort of transfer. I don't know if it is or is not.

Second, there's the question of determining, of the operators determining whose end user that is in order to make a discrimination as to what directory assistance platform to even send it to.

Q: We're back to the dedicated versus non-dedicated trunk situation?

A: Yes. So all I know is the call came to me and I'm not sure whose end user it is and, therefore, I don't know which directory assistance platform to try to send it to. Whether or not, you know, you could —

Well, let me get to the next issue. Then you said "well, couldn't you figure out how to send that to a ten digit telephone number which is associated with MCI's directory assistance platform?" Perhaps, perhaps not. I mean that would require, you

know, even more translations in either the access tandem or in the TOPS platform to try to figure out how to get that call transferred over and get to the right directory assistance platform.

So there are a number of different technical aspects that have to be overcome.

Q: Well, let me ask you this: If our customer dials zero, and again we're using BellSouth's operator services, and the customer says "I would like you to connect me to a local number," will the operator do that for the customer? Can the operator do that?

A: Yes, for a fee.

Q: Obviously we're paying you for the service?

A: Right.

Q: So assuming you know that it's a WorldCom customer, if you can connect that customer to any old local number and you've got a number that you can call for our directory assistance platform, why can't you just forward the call to that number?

A: Well, and maybe that's a solution. I mean we're designing networks on the fly here today.

But what happens in that case if I dial, if I just dialed zero and say I want to make a local

call, then in essence the operator, you know, hits a button or a couple of — dials a special code that gets dial tone and then sends that call on.

Since that's a local call, then there's no measurement of that call other than the fact that I paid 50 cents or a dollar or whatever that cost. There's billing requirements for 411 calls because BellSouth at least measures the number of calls to 411 from each of its end users and then figures out whether at the end of the month to charge them for the number of calls that they actually made.

So in addition to all that other technical stuff we've talked about on top of it, you've got to figure out how to count up the number of calls to 411 that were transferred to make sure that you know, I would expect that MCI would likewise want to charge its end users if they made too many calls to 411.

Q: Wouldn't that be WorldCom's problem?

A: Yes, it would be. But WorldCom, I believe, would expect to be able to get billing records from BellSouth with which to determine whether or not to bill an end user or not.

MR. O'ROARK: We're done. Thank you very much, Mr. Milner.

(Deposition concluded at 6:10 p.m.)

INDEX TO EXAMINATIONS

Examination	Page
Examination by Mr. Woods	3
Examination by Mr. O'Roark	124

INDEX TO EXHIBITS

Milner Exhibit	Description	Page
1	MCIm's 1st Data Requests June 1, 2000 Item No. 12	194

(Original Exhibit 1 has been attached to the original transcript.)

CERTIFICATE

STATE OF GEORGIA:
COUNTY OF FULTON:

I hereby certify that the foregoing transcript was taken down, as stated in the caption, and the questions and answers thereto were reduced to typewriting under my direction; that the foregoing pages 1 through 289 represent a true, complete, and correct transcript of the evidence given upon said hearing, and I further certify that I am not of kin or counsel to the parties in the case; am not in the regular employ of counsel for any of said parties; nor am I in anywise interested in the result of said case.

This, the 15th day of August 2000.

COLLEEN B. SEIDL, CSR-B-1113,RPR, CRR
My commission expires on the 7th day of October 2002.

DEPOSITION OF W. KEITH MILNER/CBS

I do hereby certify that I have read all questions propounded to me and all answers given by me on August 11, 2000, taken before Colleen B. Seidl, and that:

____ 1) There are no changes noted.

____ 2) The following changes are noted:

Pursuant to Rule 30(e) of the Federal Rules of Civil Procedure and/or Georgia Code Annotated 81A-130 (B)(6)(e), both of which read in part: Any changes in form or substance which you desire to make shall be entered upon the deposition...with a statement of the reasons given...for making them. Accordingly, to assist you in effecting corrections, please use the form below:

Page No. Line No. should read:

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If supplemental or additional pages are necessary, please furnish same in typewriting annexed to this deposition.

W. KEITH MILNER

Sworn to and subscribed before me,
this the day of .

Notary Public.
My commission expires:

COURT REPORTER DISCLOSURE

DEPOSITION OF: W. KEITH MILNER

Pursuant to Article 8.B. of the Rules and Regulations of the Board of Court Reporting of the Judicial Council of Georgia which states: "Each court reporter shall tender a disclosure form at the time of the taking of the deposition stating the arrangements made for the reporting services of the certified court reporter, by the certified court reporter, the court reporter's employer, or the referral source for the deposition, with any party to the litigation, counsel to the parties or other entity. Such form shall be attached to the deposition transcript," I make the following disclosure:

I am a Georgia Certified Court Reporter. I am here as a representative of Brown Reporting, Inc. Brown Reporting was contacted by the offices of MCI WorldCom to provide court reporting services for the deposition. Brown Reporting will not be taking this deposition under any contract that is prohibited by O.C.G.A. 15-14-37(a) and (b).

Brown Reporting has no contract/agreement to provide reporting services with any party to the case, any counsel in the case, or any reporter or reporting agency from whom a referral might have been made to cover this deposition. Brown Reporting will charge its usual and customary rates to all parties in the case, and a financial discount will not be given to any party to this litigation.

/s/ Colleen B. Seidl, CCR-B-1113 8/11/2000

Signature of attorneys present: Date:

Return this form after review and/or signatures to the court reporter for inclusion in the record.

Please use reverse side for additional signatures.

Lawyer's Notes

DEPOSITION OF W. KEITH MILNER/CBS

I do hereby certify that I have read all questions propounded to me and all answers given by me on August 11, 2000, taken before Colleen B. Seidl, and that:

___ 1) There are no changes noted.
_✓_ 2) The following changes are noted:

Pursuant to Rule 30(e) of the Federal Rules of Civil Procedure and/or Georgia Code Annotated 81A-130 (B)(6)(e), both of which read in part: Any changes in form or substance which you desire to make shall be entered upon the deposition...with a statement of the reasons given...for making them. Accordingly, to assist you in effecting corrections, please use the form below:

Page No. 15 Line No. 20 should read: REPLACE "THERE" WITH "HEAR"

And the reason for the change is: _____

Page No. 23 Line No. 20 should read: REPLACE "RESERVE" WITH "RESERVED"

And the reason for the change is: _____

Page No. 38 Line No. 2 should read: REPLACE "NEEDED" WITH "DEEDED"

And the reason for the change is: _____

Page No. 69 Line No. 20 should read: REPLACE "IS" WITH "AS"

And the reason for the change is: _____

(1)

DEPOSITION OF W. KEITH MILNER/CBS

Page No. 20 Line No. 7 should read:
REPLACE "AT" WITH "THAT"

And the reason for the change is:

Page No. 20 Line No. 13 should read:
REPLACE "FUSE" WITH "FUSED"

And the reason for the change is:

Page No. 21 Line No. 23 should read:
REPLACE "FUSE" WITH "FUSED"

And the reason for the change is:

Page No. 94 Line No. 4 should read:
REPLACE "PLAN" WITH "PLAST"

And the reason for the change is:

Page No. 116 Line No. 17 should read:
REPLACE "1M" WITH "1"

And the reason for the change is:

Page No. 133 Line No. 5 should read:
REPLACE "MCI's" WITH "BELLSOUTH's"

And the reason for the change is:

Page No. 136 Line No. 6 should read:
REPLACE "SWITCHBOARD" WITH "SWITCH PORT"

And the reason for the change is:

(2)

DEPOSITION OF W. KEITH MILNER/CBS

Page No. 194 Line No. 9 should read:
REPLACE "YOU DIDN'T" WITH "HE DIDN'T"

And the reason for the change is:

Page No. 200 Line No. 20 should read:
REPLACE "LIST" WITH "MOS"

And the reason for the change is:

Page No. 209 Line No. 1 should read:
REPLACE "COLLO" WITH "POLE"

And the reason for the change is:

Page No. 221 Line No. 24 should read:
REPLACE "MEAN" WITH "MIND"

And the reason for the change is:

Page No. 234 Line No. 5 should read:
REPLACE "SUB-10" WITH "SUB-TEND"

And the reason for the change is:

Page No. 273 Line No. 1 should read:
REPLACE "ONE TO ONE" WITH "121"

And the reason for the change is:

Page No. 273 Line No. 16 should read:
REPLACE "OMS" WITH "MOS"

And the reason for the change is:

(3)

DEPOSITION OF W. KEITH MILNER/CBS

Page No. 282 Line No. 6 should read: replace "CLECs" with "CLECs"

And the reason for the change is: _____

Page No. ___ Line No. __ should read: _____

And the reason for the change is: _____

Page No. ___ Line No. __ should read: _____

And the reason for the change is: _____

Page No. ___ Line No. __ should read: _____

And the reason for the change is: _____

If supplemental or additional pages are necessary, please furnish same in typewriting annexed to this deposition.

W. KEITH MILNER

Sworn to and subscribed before me, this the 25th day of August 2000.

Notary Public.
My commission expires: _____

Notary Public, Dekalb County, Georgia.
My Commission Expires Mar. 2, 2003.

(4)

REQUEST: Does BellSouth use SONET rings to interconnect its own switches, and to interconnect its own switches and tandems, in North Carolina? If so, approximately what percentage of such BellSouth switch-to-switch and switch-to tandem interconnections are made using SONET rings?

RESPONSE: BellSouth does use SONET ring systems to connect end office switches to one another, and to tandems in North Carolina. In addition, SONET point-to-point, and Asynchronous ring and point-to-point systems are used. A specific trunk group between switches and/or tandems may ride one of these system types, or it may ride a combination of any of these system types. While the majority of switch trunk terminations ride one or more SONET ring systems to connect between entities, the specific percentage is not available.

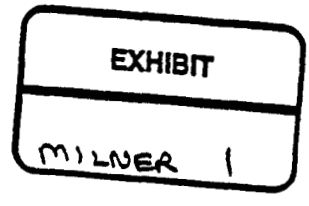


EXHIBIT _____

Docket No. 000649-TP

Deposition of Ronald M. Pate

Offered by: WorldCom

FLORIDA PUBLIC SERVICE COMMISSION
DOCKET NO. 000649-TP EXHIBIT NO. 5
COMPANY/ WITNESS: Pate
DATE: 10-4-00

STIP-RMP-D

In The Matter Of:

Petition of MCImetro/BellSouth Arbitration

RONALD M. PATE
August 9, 2000

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Original File 0809PATE.ASC, 200 Pages
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Word Index included with this Min-U-Script®

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In Re: Petition of MCImetro Access Transmission Services, LLC and MCI WORLDCOM Communications, Inc. for Abritration of Certain Terms and Conditions Of Proposed Agreement with BellSouth Telecommunications, Inc. Concerning Interconnection and Resale Under the Telecommunications Act of 1996) Docket No. 11901-U

DEPOSITION OF

RONALD M. PATE

August 9, 2000

9:10 a.m.

675 West Peachtree Street
Atlanta, Georgia

Colleen B. Seidl, RPR, CCR, CCR-B-1113

BROWN REPORTING, INC.
1740 PEACHTREE STREET, N.W.
ATLANTA, GEORGIA 30309
(404) 876-8979

APPEARANCES OF COUNSEL

On behalf of BellSouth:
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Atlanta, Georgia 30375

On Behalf of MCI WorldCom:

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and
JOHN R. MONROE, Esq.
5th Floor
2520 Northwinds Parkway
Alpharetta, Georgia 30004

Also Present:

Jonathan W. Audu, Florida Public Service Commission, (via telephone)
Felicia R. Banks, Florida Public Service Commission, (via telephone)

Page 3

MR. O'ROARK: Hello, is anyone there?
MR. AUDU: This is Jonathan Audu and I'm the only one here.
MS. BANKS: Felicia Banks with the Florida Public Service Commission. How are you?
MR. O'ROARK: Hi, Felicia.
MR. TWOMEY: Hi, Felicia. We're doing just fine. We're getting ourselves organized here. Anybody else here on the line?
MS. BANKS: Not that I have been made aware of.

RONALD M. PATE,

having been first duly sworn, was examined and testified as follows:

EXAMINATION
BY MR. O'ROARK:

Q: Good morning, Mr. Pate.
A: Good morning.
Q: My name is Dulaney O'Roark. We have met before.
A: Yes.
Q: I expect you have been deposed a few times before in your career?

Page 4

A: Yes, I have.
Q: So I'm certain you are familiar with the ground rules. But if I ask anything that's unclear to you, please feel free to ask me to clarify a question. I'll do my best to do so.
A: Okay.
Q: Mr. Pate, why don't we start by talking about Issue 1, where you offer some testimony. This is a preliminary question. Can we agree that it can take a long time to develop an electronic interface to take the place of a manual process for BellSouth?
A: Yes, it can.
Q: Can it take a year or more?
A: Yes, it could.
Q: Why don't — to get through this issue, what I would like to do is show you a Response to Data Request that BellSouth provided in the North Carolina arbitration proceeding.
A: Okay.
MR. O'ROARK: And why don't we mark this as Pate Exhibit 1.

(Pate Exhibit 1 was marked for identification.)

MS. BANKS: Felicia Banks with the Florida Public Service Commission. Have we gone

Page 5

through preliminary matters yet? You're coming in, but you're coming in faintly on my end.
MR. TWOMEY: We have really not discussed any preliminary matters. I think we have been operating and I don't think — have you been on the line for the last two days?
MS. BANKS: No, sir, I have not.
MR. TWOMEY: So, I'm sorry, you did not benefit from our earlier discussion. I don't think —
MS. BANKS: I have not. I just wanted to interject and just state for the record that this deposition will also be used for the Florida arbitration?
MR. TWOMEY: That's correct, and I think, De, it probably behooves us to put that preliminary statement you put on the record with Al on the record now, or for each of the depositions.
MR. O'ROARK: That's fine. I'm trying to remember what the preliminary statement was, but I believe what we've agreed is that this deposition is being

Page 6

taken for the purposes of the Georgia, Florida, Tennessee and North Carolina arbitration proceedings between BellSouth and WorldCom.
MS. BANKS: That's fine. Thank you.
MR. O'ROARK: We've also agreed that all objections except as to the form will be reserved until the time of hearing.
MS. BANKS: Thank you.
Q: (By Mr. O'Roark) Mr. Pate, have you had a chance to look at Pate Exhibit 1?
A: I'm looking at it right now.
Q: Please take your time.
A: Okay, I've looked it over.
Q: Are you familiar with this data request response, Mr. Pate?
A: Yes, I am.
Q: In fact, did you help prepare it?
A: Yes.
Q: Is it accurate to the best of your knowledge?
A: Yes, it is.
Q: Let's start with the first portion, which deals with BellSouth's residential retail operations. The services here that you have listed are the

Page 7

services that BellSouth residential reps can order electronically through the Regional Negotiation System known as RNS; is that right?
A: Yes, that's correct.
Q: Does BellSouth enable CLECs to order each of these services electronically?
A: I did not do a one-for-one comparison for each of these. There may be some qualification to it. For example, I see Hunting on here. We do allow Hunting, but there may be some restrictions depending on the number of lines for a residential order. I think it is six, frankly, but I'm not certain, so there may be some qualifiers like that. But other than that, I think for the most part yes, but I have not done that one-for-one comparison.
Q: As we sit here today, what qualifiers are you aware of?
A: There is a grid that we publish. It's published in two different places: One is with the Service Quality Management, the SQMs. We have a grid that describes everything that we offer for the CLECs and tells you whether it flows through or not. Then also in the BellSouth Business Rules, which is used in the most recent release, it shares all the business rules for the electronic and manual

Page 8

processes. There's a description in there as well. A little bit different format, it shows it by requisition time and activity types, what you can and cannot order electronically and of those, which ones actually flow through the system without any type of intervention.
Q: Do those sources have a comparison to what BellSouth can order electronically?
A: No. No. They are focused on specifically the CLEC systems itself.
Q: Since we don't have those in front of us right now, can you — I think as you look through this list, you noticed a couple things where there might be some restrictions on the CLEC's ability to order electronically. I realize that this is a long list.
A: Yes.
Q: And I'm not going to hold you to perfection here; but as you look at this list, can you give me at least some examples of things that BellSouth can order electronically but that CLECs can't?
A: There's one on here, pending orders that you electronically order, and I think it's the same for RNS. I'm sorry, it's on page 3 of 6. When you

Page 9

order that, that will result in it falling out because you have a pending order already on that account. Someone looks at it, so you can still order it electronically.
Q: So is that a case where for BellSouth the order would flow through, but for the CLEC it would not?
A: No, it doesn't actually flow through with BellSouth as well. Some indicator — it's my understanding at least — in their RNS system comes up to say "you have a pending order, look at this, make sure it's not a duplicate order," and so forth. But I myself have not looked at that.
In the BellSouth systems for our CLEC customers, it definitely falls out for a rep to look at it because there is a pending order. That's the only mechanism we can make that happen, and then they take action based on what they see and look at.
Q: You had mentioned Hunting in your earlier response. Is that something that BellSouth can order electronically but CLECs cannot?
A: It depends on the type of Hunting service we're talking about. Series Hunting, yes. Other than Hunting arrangements, no.
The Series Hunting arrangement, which is

Page 10

one that would be most commonly used and I refer here for, I would think at least from a consumer standpoint, it should be comparable. It should be comparable what you can do as a CLEC as well as what you can do as a BellSouth consumer.
Q: Let me make sure I understand your answer. For a Series Hunting, both BellSouth and CLECs can order it electronically?
A: Yes.
Q: For other types of Hunting, BellSouth can order it electronically, but CLECs cannot?
A: Well, no, that's not exactly accurate. We're talking here now about consumer, is what you asked me to look at first.
Q: Yes.
A: I'm focusing my answer on consumer.
Q: Is Hunting not included in the consumer categories?
A: It is included, Hunting, but they have one term, Hunting.
Q: Yes.
A: But there's separate categories of Hunting. There's two or three categories. So what I'm referring to is the Series Hunting and I'm saying from that standpoint, I think that's what they are

Page 11

referring to here, but I'm not sure. I have to go back and look at that. That makes sense to me that's what it should be, and then that should be the same.

But there is a limitation as to the number of arrangements and I think that's the same as well. I think it's six, but I'm not certain.

Q: When you say the same, you mean the same for BellSouth as for CLECs?

A: Yes, yes. I think it's all the same comparable there for the consumer.

Other than that, there's nothing on here that just jumped out at me saying you can't; but once again, I have not done that one-for-one comparison.

Q: Let's take a look then at the business services which start on page 5 of Item No. 1, and we've got a two-page list of services. Are these all of the services that BellSouth can order electronically via ROS?

A: Yes. And notice that we categorize these as partially electronic, is the way we responded to your answer here. But, yes, this is all the ones that was identified working with the business units for their services.

Q: And the reason that you describe it as partially electronic is that there is what you would

Page 12

describe as a manual preordering process that takes place before the order is submitted?

A: Well, there's two things. That is one, the manual preorder and the collection of the data on some of these orders. Typically they were talking about more of the complex orders. So you have to get the compilation of data and typically the person that enters that order is not the same one that compiled the information, because there's an Account Team, similar to what you would have as an Account Team that's interfacing with the end user, gathering information from them, and then coming back, getting what they need to put the order together, so that that order a lot of times is written up on a piece of paper and then given to the representative that actually enters it to the system. So that's one piece of it.

The other piece is what we're trying to make clear is that we consider it partially electronic because this is being built in a sales service order format and that's an important distinction because requests from a competitive local exchange carrier comes to us in a Local's Service Request, an LSR format.

Q: What is the format that ROS spells?

Page 13

A: I said sales service order or you'll hear it referred to as service order. Service order is probably the better way to refer to it. The service order format is the format just like SOCS, Service Order Communication System. It has to get that information in in order to pass it down to the systems, our downstream provisioning systems, for processing the order.

Q: I think we had a chance to discuss this at the recent Georgia Performance Measurements hearing?

A: Yes, we probably did.

Q: And as I recall your testimony, what you said was that in ROS, the BellSouth rep actually builds a service order so that when the rep is finished, it pushes the equivalent of a transmit key and it goes straight to SOCS without the need for a service order generation?

A: That's correct.

Q: Let's talk about that process for just a minute because I remember you described ROS, at least for in some cases, putting together a — I think you said it was a work flow for the service rep. I want to understand that a little bit.

Let me tell you what I think I understand by that and then you can correct me where I'm wrong.

Page 14

A: All right.

Q: What I gathered from that was that ROS would kind of lead the rep through with a series of prompts requiring the inputting of information and then at the end of that process, you would have a complete service order. Is that a fair understanding?

A: That's a high level fair understanding. A little bit of clarification. It's really shows up in various folders that's organized in such a way as you complete the first part of it, which could be getting the, you know, the customer's name and address down, particularly if it's a new order, so you're doing all the address validation components. Then once you're complete with that, it takes you to another folder that starts you with the next step you need to do.

Within those folders there's a point and click type technology for the most part and that work flow that you can point on it, do a click, it will give you options and you can then select one of those options. That then, of course, behind the scene of the application is driving the completion of the actual service order itself.

Q: So the rep has got to go through a series of folders and once the rep is complete with folder

Page 15

one, you probably get a prompt, "Okay, you're done with Folder 1, now go on to Folder 2."
A: Exactly, something along that line. Let me clarify that for you. Not every product or service in ROS, though, has a work flow. That's what we talked about in the proceeding before the Georgia Public Service Commission where I adopted Mr. Coon's testimony in that case. A lot of these, and this is primarily to the complex services, those work flows or work designs are not in place. So what the service representative actually does is they build that service order in a free form entry fashion.
Q: Which requires more training so that you can properly format the order?
A: Typically, typically it does. That's usually our more experienced reps or they are given input right up front that has all that spelled out for them. But usually someone who is very experienced and knows how to interpret whatever input they are given from, particularly if something is wrong, and actually builds it in that format which would be the format once again transmitted directly to SOCS.
Q: For what kinds of services does ROS have work flow setup?

Page 16

A: The way we try to answer this is, my understanding of the answer is, this first piece, on page 5, is those that are designed for the work flows, and the next page is misnumbered, it says 1 of 6, but it's supposed to be 6 of 6.
Q: Right?
A: So 5 and page 6, and then I thought we had a question, you know, for complex ordering. The following BellSouth resale services are complex is really the next question. If you see that?
A: I do see it.
Q: This is Item 2, pages 1 and 2 of 2?
A: That's right.
Q: And so for these complex services, there's no work flow set up?
A: That's my understanding. I haven't done a one-for-one comparison. We had to work with the people obviously, that's the retail systems ROS, and this is the way they gave it to us. That's my understanding. That's the way I was trying to request it, I can tell you that.
Q: Let's talk first about a new order in ROS. Can you give me the basic components that would be common to any new ROS order? I mean obviously you need the customer name, I suppose.

Page 17

A: Yeah. If we start with a new order from the very beginning, they don't have any service, we are putting in a new line.
Q: Yes.
A: Let's look at that scenario. It's going to be the same common components as you would for processing an order for a CLEC customer as well. So you're going to start off with getting — of course, you're going to want to know who you're talking to, so you can get the customer's name, but at that point in time you may not be getting the name exactly the way it's going to be order, but just engaging in conversation. What you're really going to drive for first is to get the address and that address validation is critical to then trying to drive what service you can provide to them.
So after the address, I'm trying to just think logically through in my mind. If it's a brand new customer, we obviously don't have any Customer Service Record information, so there wouldn't be any information pulled down for any existing services. If it was a customer that maybe you didn't have this address, but had existing services somewhere else, you may get some information. You'd take a look at that, that information associated with that through a

Page 18

Customer Service Record. The same thing you would do for your CLEC end user.
Then you would be driving to take a look at what service and feature do they really want. So by the address validation, it's accessing systems that says this is going to be the serving office, the Central Office that serves that address and it's going to come back and give you some information that says these are the features and services available.
Now our systems obviously have some marketing touches to it. You know, ask them this question, probably, or it may give them some suggestions based on what their needs are that comes in the course of the conversation, particularly RNS does that.
But at that point in time you're driving to what services do you want and then based on those services, it's going to give you the Central Office listing as to what's there and some other choices, and you can discuss other things. We train our reps to sell them all the features we can at that point in time.
So you have that discussion so you can really fine tune "what do you want?" So you build that base in the order.

Page 19

The next thing that will happen in the process is due date negotiation, when would you like to have this in place, and the service rep will have some displays back from accessing some systems that will help them with their intervals. The same similar things that we have in our interfaces built for the CLECs, so they can see when it would be available for installation; and based on that, you put in your requested service date associated with providing that service.

And you'll get into directory listings; how do you want your name or business to appear in the directory listing, as well as how many directories do you want? Those type of things would be asked.

I think I probably touched on it all, that you just hit the button and let that rascal go. Hopefully you get nothing back saying there's a problem with the order that you've taken.

Q: Let's talk about a ROS new order again. Totally new service to some business customer presumably. I suppose for a customer name, that's just something the customer is going to have to give you and it is going to have to be manually input. Is that right?

Page 20

A: Yes.

Q: Now for address, the customer is going to give you an address and you're going to bounce it off the RSAG?

A: Yes, the Regional Street Address Guide.

Q: The court reporter appreciates that. Once you get the correct address, let's say the RSAG tells you here is the way, it gives you something that's a little bit different that was typed in.

A: Uh-huh.

Q: In ROS, can you then prepopulate the order? Can you push a button and cause the RSAG address to be populated in the order?

A: Yes, I think so. Now the RSAG address comes back as a parsed address to you and it will drive right into the order itself.

Q: When you say it is a parsed address, does that mean, for example, that the street number would be separate from the street name?

A: Yes.

Q: And say there's a directional component like northwest, that would come back separate?

A: Yes.

Q: I suppose there are other components too,

Page 21

but it is all divided up so that an order can be prepopulated and it doesn't have to be retyped?

A: That's correct. That same ability, of course, is available to CLECs as well.

Q: While we're on the subject, if you went to a CSR, could — would you have that same parsing ability to be able to parse it that finally?

A: No. The CSR brings back the data. It's parsed at a different level and it is parsed at the level which our whole systems have been built around for years. It gives it a line level, so where the address, since we're discussing that, for example, it gives it one whole line of information. You know, prefix, street address, name, drive, so forth.

Q: Which wouldn't be sufficient to prepopulate an order?

A: Well, it depends on how you design your system. For us it is sufficient. Actually if you look at ROS, that's the way the order is populated and gets driven; and because that's the way we receive it into SOCS, that's the format that has to be there for our provisioning systems.

Q: Well, let me follow-up on that point. We're maybe digressing a little bit, but I would like to understand that, because I mean it's true, isn't

Page 22

it, that the address as it appears in RSAG sometimes may sometimes be different from the address as it appears in the CSR? They may not match?

A: For an end user, their service, no. They should match. I don't understand situations where they would not match. Maybe you can help me better understand.

Q: I have to turn the tables on you. I think you're going to have to help me understand.

A: Okay.

Q: Because perhaps I didn't understand correctly, but my understanding was that the CSR and the RSAG were two different databases and that, for example, if you sought to prepopulate an order with CSR information, you might not end up with an address that would be valid if you bounced it against the RSAG?

A: No. No. The prepopulation piece, it should come back with the same address. That's important for address, for location, for facilities.

The only address that can be different on a Customer Service Record might be if you have a different address where you want your bill sent or something of that nature. But for where the facilities are actually located that you're serving,

Page 23

that should be the same address. There shouldn't be a difference.
Q: When you say the same, would they be identical? Same abbreviations and everything?
A: Yes, it should be.
Q: And what is it in BellSouth's systems that causes them to be identical?
A: Well, what's driven to that Customer Service Record typically when you establish the service is the address out of the RSAG, and that's what populates the CSR.
Q: So when the customer is new, the order comes in, it's bounced off against the RSAG; and then once the order goes in and the service is completed, the CSR is created that has that information in it?
A: Right.
Q: And that's why they are the same?
A: Very well said.
Q: Thank you. I have at this for three years; I should be learning something, I suppose.
We're still talking about ROS, still talking about a new order. Talking about customer name, address. Services and features. With ROS, there's going to be a pull down screen once you got the address, you know the serving wire center, you

Page 24

know the service and features that are going to be available to the customer?
A: Uh-huh.
Q: You walk through it with the customer and you've identified all the services and features that the customer wants?
A: Yes.
Q: In ROS for a new order, can that information then be prepopulated into the order?
A: Well, what they are doing is they are populating that as their — if it's a small business and they are doing this over the phone directly with the end user, as they are doing that point and click technology, it is building the service order as they go.
Q: Yes. I think we're just using slightly different words. I use the world prepopulation and you used the word building. Are those concepts different in your mind?
A: Well, the only difference would be a prepopulation to me means you're pulling information from a database that's driving right to it.
In this case information has been pulled down that they are looking at from a database, but still they are having to do a point and click to

Page 25

select it, "this is what I want."
Q: Once the rep clicks on a particular service, then that service information flows directly to the order, right?
A: For those where the work flows have been built; and not every one has a work flow.
Q: So we need to clarify that what we're talking about is a new order where there's a work flow in place?
A: That's correct.
Q: Thank you for that clarification.
A: The rep, even in ROS in that case, has the ability to freehand enter that information as opposed to using the design work flow. So they can do either way. You may see, frankly, one of our representatives that has been doing this for 20-plus year say I don't like this point and click technology, been doing the old way, and they may actually build it. So they have the ability to do that.
Q: When that service and feature information is populated in the order or built into the order, does that include the USOC information?
A: The USOC information is usually driven through some point and click technologies. So the

Page 26

user for ROS, the representative, must likely be looking at some English translation and they are selecting that, and then behind the scenes the USOC population for the order is being driven.
Now for those situations where the work flow doesn't exist, then they are going to have to populate that information.
Q: And then for the due date — gosh, it's been awhile since I visited this subject, it may have changed in the last year or two — is the BellSouth rep able to go to a screen that shows the available dates?
A: Yes, same type of screen format that we have built into LENS and TAG and our EDI.
Q: Can the rep click on a date and have that become the due date?
A: Typically this is going to show you a calendar. First it's going to show you the open dates as opposed to closed. Closed could be closed because the workload is already full and they are not taking any more or it could be closed because that's a normal close date, it's a holiday or Sunday.
So the order is going to have a defined interval and they are going to have to state at that interval or beyond. If they try to go before that

Page 27

interval, then they would have to do some sort of escalation process to get that accepted.
Q: Part of the order is a requested due date, isn't it?
A: Yes.
Q: Does the rep type that in by hand on a new ROS order with work flow or is there something that the rep can click on and cause it to be automatically populated or built into the order?
A: I'm not sure. Most likely it would be a calendar is up and it would be a point and click on that date, most likely, but I'm not sure.
Q: And then finally you mentioned directory listings. How does the BellSouth rep building a new work flow order get directory listings information in the order?
A: They have to input that, freehand input that, based on how they want that listing to appear.
Q: Let's talk about same new order but for a complex service where there's not any work flow.
Is there any information that gets where there's point and click, or is it all a manual typing up of the order?
A: My understanding is it is all. There may be a little bit of point and click. By a little bit,

Page 28

we're talking about less than 10 percent, but it's predominantly a free entry form. I cannot think of anything that would be —
Q: The address maybe?
A: Maybe an address or something of that nature, but most of it is going to be — you're really dealing with the services that you're providing and driving all those USOCs and associated features, and all that is going to have to be entered.
Q: That sounds like it's kind of like the old days with the DOE and SONGS?
A: It really is. I mean it's very comparable. If you look at the two side by side, you'd almost be seeing the exact same format of entry information.
Q: Now let's talk about the situation where the customer is already being served by BellSouth and wants a new service or feature.
A: Uh-huh.
Q: And let's talk about the work flow situation. What information does — the BellSouth rep gets the call. What information does the BellSouth rep need to create that order?
A: Well, usually an order like that, they'd

Page 29

be changing something or maybe adding an additional line and so forth. But what they are going to get when they enter that telephone number or address, typically they get the telephone number and it's going to pull up that customer's service record information for them so they can see what they currently have at that address, what they are currently paying.
You know, that was all part of the process and I think we covered it before, but you see the rates that we charge. The representative can discuss that with the end user. So it's pulling up essentially the Customer Service Record.
Q: And then when it comes time to actually put in their request for the new line or the new feature and what have you, walk me through how that happens. How is that order created?
A: Well, it's really about the same step. So we have the address already in front of us, but you still have got to validate it again back to RSAG.
Q: Let me take you back one step. Can you prepopulate the customer name?
A: Most likely it's already prepopulated for you. You're starting to build it. By pulling the customer's service record, they have built a way to

Page 30

bring that information into the order.
Q: I see. So as soon as you pull up the CSR, some of the information from the CSR is immediately transferred to the order that you're building?
A: Your core of basic information: your customer name, address, and so forth. They pull that in the way the CSR record gives it to them, which, as we discussed, is really parsed at a whole different level, but that's how they drive it to their order.
Q: When you say it's parsed at a whole different level, what do you mean?
A: Let's use name for example, to illustrate.
Q: Sure.
A: It's a simple one. Let's use consumer because it's easier to deal with, but use my name, Ronald M. Pate. Well, if you look at some of the standards today and come out OBF for your LSR, you have a last name, a first name and a middle initial. The way that information comes back is built in the CRIS system, which is where the customer service records come for. That comes back as one line of data. So you get Ronald M. Pate. I think it actually comes back Pate comma Ronald M, and that's the way it populates in ROS and will be driven to the order for our systems to accept it downstream.

Page 31

Q: So SOCS doesn't require the name to be parsed into three pieces?
A: No, and this is an issue with some of the, you know, CLECs in developing their systems, because the way things have evolved is, let's face it, if you build a system today, you may want everything to be parsed using the name example. But the way our system has been built over the years, that has not been the case and the Customer Service Record therefore does not have it parsed at that level.
Q: Going back to our situation where there's an ROS order, you've got a work flow, order a new feature or service, and we've already got quite a bit of the order built because we pulled up the CSR. What does the rep need to do then to complete the order so that it can be transmitted?
A: Let's back up one step on the question, if I may.
Q: Sure.
A: You have to first decide what they are doing. If they are adding a new line, then you're going to have to go through the whole series of what do you want on this line, what features and so forth.
If it's a scenario where you say I just want to put Caller I.D. on my existing line, then, of

Page 32

course, it's just a selection of that one feature.
So they are going to have to go through that negotiation process of what is it you want. Then based on that, this is what it's going to cost, and they tell them the rates and they agree. And then based on that, you have built essentially the order information necessary except for negotiating when do you want it in place.
Q: So if you're just adding a simple additional feature like Caller I.D., Call Waiting, what have you, the customer calls, you call up the CSR, the customer says "I want Caller I.D.," you tell him how much it costs, the customer says "yeah, I want it." There's a pull down screen, click on Caller I.D., and you're pretty much — I guess you have to decide on a due date?
A: Right.
Q: Establish the due date and then pretty well you can transmit the order?
A: It sounds simplistic, but understand that it's accessing ROS. In this case it's accessing all the same databases that the CLECs' systems have to access to determine the availability of that feature. So it would be going to COFFI, for example, to say, based on that serving Central Office, is this feature

Page 33

available? And it will come back and say yes, it exists. Then it goes to DSAP, which starts looking at the intervals which says, so based on that, when can we put that in place? All that in reaction is taking place in coming back to them just like it does for the CLEC systems so that they can then use that information to drive, to populate, and finalize the order.
Q: You mentioned the COFFI database for features and services?
A: Yes.
Q: I thought that was PSIMS?
A: Well, it's a combination of PSIMS and COFFI. COFFI has more of the USOCs. I think they're driven there. I would have to look at my own descriptions of each one of them, but it is a common access. The PSIMS, the product and services information, is part of that as well.
Q: And then in the chain situation, non-work flow, would you be able to do that kind of what I would call prepopulation from the CSR or would you have to build it from scratch?
A: You would pull in probably the same core basic information: name, address, those things. But then if it doesn't have a work flow — work flow

Page 34

really gets to what you're putting in place, what product and service you're putting in place. That you're going to have to build.
Q: All right. While we're on this subject, let's try to walk through kind of the same scenario as on the residential side. I think I'm gathering it's going to be fairly similar, but now we're talking about RNS, the regional negotiation or navigation system.
It's navigation, not negotiation, isn't it?
A: No, Regional Negotiation System.
Q: Oh, sorry.
A: I had to stop and think when you said that.
Q: In residential order, I guess all the residential orders would fall into the flow through — or, I'm sorry, the work flow category. Is that fair?
A: There are a few exceptions and I see on a data request that we didn't identify those. We're talking about, I can't even tell you what they are. They are very, very, very few and very seldom used.
Q: So for all practical purposes, they are all in the work flow category?

Page 35

A: Right.
Q: Then for the new RNS order, you're going to need the same basic categories of information. And just to walk through it quickly, you have to get the customer name, from the customer obviously. It's going to be an address that you're going to bounce off the RSAG and then prepopulate in the order?
A: Yeah, the telephone number if it's new. Get a telephone number.
Q: I think that's one we forgot in ROS?
A: Probably didn't mention it, but yes, telephone number. If it's new, you're always going to have to establish a telephone number. That's obvious in that selection.
Q: New order in ROS where there's work flow, how does the telephone number work?
A: It would go to ATLAS, the same system it goes to for CLECs, to bring back a telephone number that's available in that Central Office. And, of course, you'd have the ability to select that one and it will give you a range. If they want to try a particular number, a particular type of order, easy-to-remember number, we'll give you those same situations we have for our CLEC customers.
Q: Once it's selected, it is point and click

Page 36

and the number goes into the order in ROS?
A: Yes.
Q: Same thing in RNS?
A: Yes.
Q: And then I think we discussed the address in RNS. The customer is going to give you the address. It's going to be validated against RSAG so that you get the correct address that can then be prepopulated into the order?
A: That's right. And, of course, RSAG will tell you if it's incorrect. And you have to go through that process to figure out what is the correct address, because that's critical.
Q: It might give you three or four possibilities of what you could be talking about and you have to work through that with the customer?
A: Yes.
Q: Services and features with RNS. It's once you know the address, then you're going to know the services and the features that are available, you're going to work through it with the customer, point and click, and those services and features are going to be populated in the order?
A: Right.
Q: Due date is going to be the same as in ROS

Page 37

in a work flow situation, or actually I guess even without a work flow situation, you're going to go to that calendar and be able to choose a date?
A: Either way.
Q: And then for directory listing, the customer is going to have to give you that and that's going to have to be manually typed in by the sales rep?
A: The only thing that can be point and click with that is maybe style they want. You know, do you want it in bold or italics and things of that nature. But the line of entry, what you want to appear, they'll have to put obviously.
Now, I'll back up and say, as you're going through the selection of our retail systems for the features, products and services, they have some pretty standard product offerings that's probably built in as part of the application. You have heard of our Complete Choice.
Q: Groupings of services that BellSouth would offer?
A: Yes, which is the same thing any CLEC could do. If they want to offer as part of your marketing plan, what are you offering, what are you selling out there? So some of that programming is

Page 38

taking place in that point and click.
Q: Now let's talk about residential customer calls in and existing customer wants Caller I.D. I gather with RNS, customer identifies himself or herself by the telephone number and the rep is able to call up the CSR and prepopulate a good bit of that order?
A: Yes.
Q: And if it's something simple like Caller I.D., it would be the same thing as ROS in a work flow situation, Camille would pull down a screen, click on Caller I.D. and that feature is going to be populated in the order too?
A: Yes.
Q: And so then you've just got to negotiate a due date and it can be transmitted?
A: Correct.
Q: In that situation do you have to validate the address?
A: Yes, you always validate the address. You are building an order, it's a new order, so that the address validation is always a part of the process.
Q: Why do you do that for an existing customer at the same address as when service was created?

Page 39

A: Well, there are situations that occur very, very rarely, where something has changed over that address, it has been built or something minor different in RSAG over a period of time. This would happen if you had a customer that — you know, I think of my grandparents or something, that we finally convinced them to go put in Caller I.D., they have needed that for years, but they have never ordered anything on their line for 20 years, and there's been a whole new development around the farm that they lived on, so RSAG has been changed a lot. So even though they have gotten their bill and everything correctly, the way that Customer Service Record is built, it's never had to be changed with new information from being bounced against RSAG. Something had just minor changed that would have impacted the way, you know, what facility, what is serving them and so forth and so on.

So you always do a validation for that reason. Don't ever — and this is always a question — don't work from a Customer Service Record, don't assume this is correct. We even have this conversation with, when I talk with CLECs who I know one comes into mind where they had their marketing reps working through Customer Service

Page 40

Records that they got from us and/or was guessing some information without validating against RSAG, and RSAG just has some fine little things different that caused some of the orders to be rejected for address validation.

Q: It's still true, isn't it, that if you submitted an order with an address that is correct but say has the abbreviations spelled slightly different than RSAG has it, that order is going to get rejected?

A: Right. That's the reason you go through that validation of RSAG. It will come back and bring you the selections or something, say "all right, you put it in this way, did you mean this?" It will give you some opportunities to look at it and make sure you negotiate right up front you have the correct address.

Q: Say you've got a residential customer in Atlanta that moves from Point A to Point B in Atlanta. In that situation do you have to go through the process of creating a whole new order or is it more like the prepopulation situation where you have a CSR could change the address, same features, and then send a new order?

A: Let me make sure I understand your question. You have a customer that is at one location and they are moving to a new location?

Q: Yes.

A: And they want to maintain probably their phone number and everything else?

Q: Yes.

A: So it's not an issue that's going to be under local number portability where they are moving out of state or something?

Q: Correct.

A: It's just maybe down the street?

Q: Correct.

A: You're still going to have to process the orders. You're moving it, you're validating it, you have to have an order essentially to move from Point A to Point B, and depending on the particular situation that is served by the same CO, Central Office, it may not be much of a transaction, but still you're going to have to make that transaction change. That could be as simple as nothing but a billing change is what happened, but still you have to get it all aligned with the new address.

For the most part it's a billing change. You have a new address, you have to validate the facilities, the Central Office serving that,

Page 42

features, products available at that Central Office. You have to go through it.

Q: Looking back at the Data Request No. 1, pages 5 and 6, I think you distinguished these two pages from Item 2, which is the following two pages, I'm just going to make sure I understand.

On pages 5 and 6 of Item 1, are you listing there all of the business services that BellSouth reps can order electronically?

A: No. We refer to that as partially electronically.

Q: Partially electronically to use your term?

A: Yes.

Q: Then looking at Item 2, are the services listed here ordered electronically or partially electronically by BellSouth?

A: We could use the term partially electronically with the qualification that it's really the manual process because of all the collection of the data and entry here.

In these situations the person entering the order typically has no contact with the end user. This Account Team has built this.

Q: And then for Item 1, pages 5 and 6, are these orders that are built by someone typically with

Page 43

the end user on the phone?
A: Most of the time, because this would be more of a small business type scenario, but it could be a situation where these get entered from an Account Team working on a major business transaction. So they could flow over to where it is not, but for our small businessmen we have, you know, call in centers where the end users call in and a lot of these transactions would be handled right while they are on the phone.
Q: In looking at Item 1, pages 5 and 6, does BellSouth enable WorldCom and other CLECs to order each of these services electronically?
A: Some of these are our services like this Complete Choice, Area plus your Complete Choice, there's a distinction. We give you a similar Complete Choice for resale, but I'm not sure we call it Complete Choice. I'm not sure, frankly, how that's called. I think it's called the same.
There are some of them here I don't think you can order electronically, but I'm not sure. The only one that hits me at the moment, and I have to go back and look at the matrixes that I referred to earlier, like DID, I'm not sure about that. That's on that page what should be 6 of 6. There may be

Page 44

some others, but that one comes to mind.
The listings that I typically review don't get to the product level and that's the way we try to answer your request here was at the product level. If it's a resale service, most of all the resale services you can order electronically. The complex services,, which DID I thought we considered as a complex service sometimes, that one I'm just not sure of. But all resale services you should be able to order electronically.
Q: I'm looking to see whether Hunting is on this list and I don't see it. Does that mean it is under complex?
A: Let's look under complex. Let's hope we didn't leave it off. Obviously, it should be on here.
Q: Which list should it be on assuming it's not there?
A: They have some limitations on Hunting and I don't know what they are, where there is work flow design for depending on the type of Hunting service, like the Series Hunting we talked about earlier and the number that you have to build in there. I want to say the number is 25, but don't hold me to that. That may say if it falls within these criteria, there

Page 45

are work flows for it. If it doesn't, you have to build it through freehand entry. But I would have to verify that. And I don't know why Hunting is not on here. It should be on here, I apologize.
Q: You had mentioned Hunting before as a service that BellSouth could order electronically but that CLECs might not be able to, at least certain types of Hunting. What types of Hunting are CLECs not able to order electronically?
A: There's really two main types and I can't recall for the life of me the other one. Series Hunting always comes to mind because that's the one we have recently built in. I think the other one is called multi Series Hunting, but I'm not sure. The difference in them is the way the sequencing occurs for the Hunting sale. So those are the two main ones.
Series Hunting is the most common. That's what most people, my understanding at least and I'm not the rep who takes the orders and sells the products day in and day out, but it is my understanding that's what typically most of the users request, and that is what we had with our recent release that came out the first of the year, put that ability in there for you to do it. I think it is up

Page 46

to 25 lines.
Q: For the multi Series Hunting, assuming that's what it is called, to the best of your knowledge, CLECs cannot order that electronically?
A: No.
Q: And BellSouth can?
A: I don't know whether they have to build it freehand or not. That's a product that's more driven to business, not consumer.
Q: So, to the best of your knowledge, it's something that BellSouth can do, I guess you would say, partially electronically, but you're not sure as we sit here today whether it falls into the work flow or non-work flow category?
A: That's correct.
Q: Are there any services that BellSouth only can order manually? In other words, you can't even submit it into ROS. Somebody has to put it down on a piece of paper and take it to a technician?
A: Well, no. But think of it this way, you have got to have some interface some way to put it in the order and that's how ROS has been built; but the services you just described I think are those complex services, which means you've got to build it in the service order format just like you would build it if

Page 47

you were entering into SOCS directly. And that's all ROS is doing is just being the interface building in that same format.

Q: Just so we're clear, looking at Item 2, does BellSouth enable WorldCom and other CLECs to order each of these services electronically?

A: Item 2 is our complex —

Q: Yes.

A: — listing. No. No. There are some, you know, that you can that we do not ourselves.

Q: So there are some that BellSouth can order electronically that we cannot and there are some we can order electronically that BellSouth cannot?

A: No, it's just the opposite. You can order it. What we do once again is using ROS as the interface to enter it, so.

Q: BellSouth can order each of these services in Item 2 using ROS?

A: That's correct.

Q: Which would be easier, to identify the services here that CLECs can order electronically or that they can't? Which is the shorter list?

A: Right now it is probably what they can.

Q: Which services here can?

A: I'm trying to recall from memory, so I may

Page 48

miss this. I would have to go back and look at the chart that's available, the same chart that's available to you. So I may miss one.

Q: Subject to that, can you take your best shot here this morning?

A: Sure. I think it's basic rate ISDN you can order. I'm not sure about Synchronet, but I think you can as well. LNP, obviously you can. You will be able to for ADSL this fall. You can't now.

Q: When this fall?

A: I think it's scheduled end of September, 1st of October time frame. Based on this list, they way it's assigned, I think that's it. Now I have to go back and verify is it basic rate or primary rate ISDN, it is one of those two.

Q: A fairly small number of the items on this list?

A: Right.

You see we had Hunting in there as well, and like I say Hunting is on the list, I think Hunting belongs here and you can do Hunting. I didn't look at the second page, let me make sure. I'm sorry.

Q: Sure.

A: I don't see anything on the second page.

Page 49

Q: Other than the fairly small number of complex services that WorldCom can order electronically, what WorldCom is required to do is submit a manual order that BellSouth reps then type into DOE; is that correct?

A: DOE or Songs, depending on the state. North Carolina and Florida as well as Georgia, it would be DOE.

Q: Now, you're aware that one of the things that WorldCom orders from BellSouth today are combinations of DS-1 loop and DS-1 transport?

A: Yes.

Q: Which, if it is all right with you, I'll refer to as a DS-1 combo?

A: Okay.

Q: Just so we're on the same page, a DS-1 combo includes a DS-1 loop from our customers' premises to the BellSouth serving wire center and DS-1 transport from that serving wire center to the BellSouth wire center that serves the WorldCom switch. Is that your understanding?

A: Where you're co-located? It would go to our co-location switch so it could go to your switch.

Q: I don't know that co-location is involved, but.

Page 50

A: I'm not the engineer either, I'm not sure, but that was my understanding.

Q: Regardless, it goes to the switch and somehow goes from, it goes — start again.

Our customer premises to the wire center that serves the customer. Then from that wire center to the wire center that serves the WorldCom switch. I don't think we need to get into exactly how that happens in engineering terms.

A: Right, I understand.

Q: That's what I mean by a DS-1 combo. Functionally that's the same thing as a special access circuit?

A: That's what's been referred to as special access circuit. I think it falls in the category of the EEL.

Q: An EEL sometimes called an Off Net T1?

A: That's a terminology that I think you've referred to specific to just you, it is not an industry term.

Attorneys for defendant fishery products international, Inc. I'm not sure of that.

Q: I've heard it used in WorldCom circles and I can't represent to you what other people call it.

A: Yes.

Page 51

Q: And functionally that DS-1 combo is the same thing is the MegaLink Circuit, isn't it?
A: That's my understanding.
Q: Which is one of the items on your list here on which should be page 6 of 6, about six or seven items down. Do you see it says MegaLink Circuit (point to point)?
A: The complex services group, yes.
Q: No. Actually it's in Item 1.
A: Okay.
Q: Where we have —
A: Oh, I see where you're talking about, page 6 of 6. It's driving me crazy, it's saying 1 of 6, where it should say 6 of 6. All right.
Q: I tell you what, if you want to, if you want to, you've got the original there, if you want to cross out that 1 and make it a 6, I have no objection to it.
A: I'm just doing it on mine. It's just a personal little thing that's driving me crazy. I've made a correction on the copy I'm referring to.
Q: Now, just because MegaLink is on this list, it is a service that BellSouth can order, I believe what you would call, partially electronically?

Page 52

A: That's my understanding, yes.
Q: And ROS is set up so that it provides the work flow to the rep to build that MegaLink order?
A: That's my understanding. I would have to verify that to be 100 percent accurate, but that's my understanding when they built this response, yes.
Q: When you say built the response, you're talking about the response to our data request?
A: Yes.
Q: Is it the case that today WorldCom is still able to order DS-1 combos using an ASR?
A: I think you still are doing that.
Q: And WorldCom is able to order DS-1s using an ASR electronically; is that right?
A: That's my understanding.
Q: It's true, isn't it, that BellSouth intends to require WorldCom to begin ordering DS-1 combos using the manual LSR process, isn't it?
A: The manual until we can build a process for it to be electronic, that is correct.
Q: You may be providing me new information, so?
MR. O'ROARK: Let's mark what I'm going to hand you Pate Exhibit 2

Page 53

(Pate Exhibit 2 was marked for identification.)
Q: (By Mr. O'Roark) Please take a moment to review that, Mr. Pate.
A: All right. I've reviewed it.
Q: Have you ever seen this letter before?
A: Yes. This has been shown to me just here in the past week or so.
Q: And is this a letter that Sharon Daniels of BellSouth sent to Brian Murdoch of WorldCom?
A: Yes.
Q: The reason I'm showing you this letter is your testimony that you just gave that BellSouth is possibly considering providing an electronic process for DS-1 combos.
You'll see in the first paragraph of this letter that Ms. Daniels describes the LSR process that BellSouth intends to provide for what she calls the EELs and what I'm referring to as DS-1 combos. The last sentence in the first paragraph says, "BellSouth does not anticipate changing this requirement at this time."
So let me ask you, does BellSouth expect to change its manual LSR process to an electronic LSR process for DS-1 combos?

Page 54

A: They are looking at doing that, yes. I don't have any further information. What I think, just for clarification purposes, Ms. Daniels is saying here when it says "changing this requirement at this time," she's talking about the requirement of using the LSR. I don't think she was trying to imply that it would always be manual. We would like nothing more than to take all the unbundled network elements to find out a UNE remand order, and our goal is to move those to be fully electronic, submitted, and flow through.
Q: Based on your experience, can you give me any estimate as to how long it would take to create an electronic interface for DS-1 combos?
A: Well, let me just clarify. It is not creating a new interface. It is using the existing interface and then building the algorithms from a programming standpoint so that that input can come in electronic and then be translated over into what our downstream systems can accept. That's what they have to do, how you build that translation so that it gets into the Service Order Communication System.
Q: Based on your experience, how long would it take to build such a translation? Ballpark?
A: It varies. Ballpark, anywhere from four

Page 55

months to twelve months. It's all going to be dependent upon what other activities from a regulatory standpoint or such that we're working on. If you had just a dedicated resource to do that, you know, you're going to fit within that probably six month time frame, figure it out.

Q: As we sit here today, as far as you know, BellSouth has not decided to move forward with creating that algorithm?

A: That's not totally accurate. What I don't know have they decided to move forward with the algorithm for what we're referring to, you know, the DS-1 combos. What I do know is they are moving forward to look at all the UNE remand products to see which ones can we get that algorithm built. I don't know where the particular situation we're discussing falls in that.

Q: So for this particular product, the DS-1 combo, you don't know whether — well, as far as you know, BellSouth has not yet decided to move forward and develop the algorithm?

A: That's right, I don't know the status of that. I know it is on the table to look at, but I can't tell you any more status than that. I just don't know.

Page 56

MR. O'ROARK: Is this a good time?

MR. TWOMEY: Break.

MR. O'ROARK: Yes, good time for a break.

(A recess was taken.)

Q: (By Mr. O'Roark) Mr. Pate, just to wrap up, we were talking about DS-1 combos and how we order them. I take it fairly soon BellSouth intends to require WorldCom to order DS-1 combos using a manual LSR?

A: That's correct.

Q: So that WorldCom would no longer be permitted to use the electronic ASR process?

A: For the combos, that's correct.

Q: For the DS-1 combos?

A: That's correct.

Q: What would happen if we send a DS-1 combo order over using electronic ASR?

A: I do not know.

Q: Let's just assume hypothetically that WorldCom submitted a manual LSR for a DS-1 combo, would BellSouth charge WorldCom an electronic rate or a manual rate for that order?

A: Well, my understanding, it would be a manual rate.

Page 57

Q: Let's talk a little bit about Issue 78, and trying to figure out what we have left of this dispute.

Do you recall that Issue 78 deals with the providing credit information?

A: Okay.

Q: In your testimony you state that BellSouth is a member of the board of directors of the National Consumer Telecommunications Database Exchange known as the NCTDE; is that right?

A: That's correct.

Q: BellSouth uses the NCTDE and provides the information that you list on pages 5 and 6 of your rebuttal testimony?

A: Yes.

Q: Is BellSouth willing to continue using the NCTDE for the term of the contract that our companies are arbitrating?

A: I don't know that we have a contractual obligation or a term or anything with them. Right now we do this, we're just willing to provide that information. We're not a participant, we're just a member of the board. There's a distinction there.

Q: What is the distinction?

A: The distinction is that from a participant

Page 58

standpoint, we don't go and get any of the information ourself or use any of the information, so we're not paying any fees. I have no idea if there are fees, I think there are, associated with being a participant to using that data. We are just a member of the board and in that role have agreed to provide data. I don't know that there's a formal agreement or a handshake agreement, but I know we have agreed for consumers to provide that data.

Q: If BellSouth doesn't actually use the service, why are you a member and why do you provide the information?

A: I really don't know. That's a decision that's been made by our consumer business unit and I just don't know.

Q: Let me go back to the question that I had asked before. I had asked you if BellSouth was willing to continue, I think I said, continue using the service. Now I stand corrected. I will ask whether BellSouth is willing to continue being a member of the NCTDE for the term of the BellSouth-WorldCom contract that we're arbitrating?

A: I don't know. I don't think the question has been posed that way before. At least I know I have not.

Page 59

Q: Now that I have, is there anything that you can offer in response?
A: No. The only thing I can do is go ask the question.
MR. O'ROARK: Mr. Twomey, just for the record I'll say if BellSouth would agree to do that, that would resolve this issue for us.
MR. TWOMEY: That is, just to be clear, if BellSouth is willing to maintain its current status as a member of the board of directors of that agency, then that will resolve Issue 78?
THE WITNESS: And to continue providing the information that Mr. Pate described.
MR. TWOMEY: Let me be more particular. If BellSouth is willing to continue to participate in, what's the acronym, NCTDE —
MR. O'ROARK: You've got it.
MR. TWOMEY: — in the same role that it has today for the duration of the MCI contract, that will resolve Issue 78?
MR. O'ROARK: Yes.

Page 60

Q: (By Mr. O'Roark) Let's talk about Issue 80.
MR. TWOMEY: Just to follow-up to make sure that there's no misunderstanding on our side, I presume that what you are principally interested in is the providing of that information. If there were a decision not to have a membership on the board of directors, I'm guessing that wouldn't be a big deal for you guys .
MR. O'ROARK: That's correct.
Q: (By Mr. O'Roark) Okay, ready to move on to Issue 80?
A: Certainly.
Q: Issue 80 concerns WorldCom's request for an application to application Access Service Order inquiry process, just to get us on the same page.
We've talked about one UNE combination that WorldCom at least today can order using an ASR and that's the DS-1 combo that we discussed at some length.
Are there any other UNEs or UNE combinations that WorldCom can use the ASR to order?
A: I don't know. None come to mind. I'm sure you can appreciate that my focus is mainly on

Page 61

LSR, so I'm familiar with ASR, we use it. We use ASR for interconnection trunking for local services, that's the process there. As you know, it's primarily an exchange carrier process for access services. So that comes to mind.
Q: It would also be used, it being the ASR, would also be used to order interconnection trunks for local interconnections?
A: Yes.
Q: Would we order a dedicated transport using an ASR?
A: If it is just a stand-alone order for dedicated transcript.
Q: Yes.
A: Yes, that's my understanding.
Q: We've already talked about the DS-1 combo. Let me ask you one more question about that actually.
As we sit here today, can BellSouth — can WorldCom order a DS-1 combo with an LSR?
A: As we sit here today, yes, manually. They can order it with LSR.
Q: So it exists today and BellSouth intends to require WorldCom to begin using that manual LSR process fairly soon, I gather?
A: Yes.

Page 62

Q: Do you know what that date is by the way?
A: I thought she made reference to package, Ms. Daniels, going back to her letter.
Q: To Pate Exhibit 2?
A: Yes. She referenced that May 15th was the package date as opposed to the web site. That's the package she's referring to is the procedures, detail procedures for doing this. I don't know what date was set on that. I haven't look at that package before. My understanding is it is in place today.
Q: Then my question was, when does BellSouth intend to require WorldCom to begin using the manual LSR process for DS-1 combos?
A: My understanding is that Account Team has been working with MCI WorldCom trying to negotiate that. I don't know where it stands. Obviously your relationship to us is important, so we're trying to be accommodating, but yet we're trying to get you to go to the LSR format so we can have everything, all of our products and services, except for the interconnection trunking that we just discussed in the LSRs.
Q: We also mentioned interconnection trunks. Can they be ordered using an LSR today?
A: No. No. That's the one exception. Since

Page 63

ASR process — essentially that's just like access trunk, except we are just using it for local services and ASR process is there in place. That's the best place for it to reside. I don't think we have any plans of changing that, but I always reserve the right as people evaluate it and say that there is a way to convert that over as well.

Q: How about dedicated transport, can you order that using an LSR today?

A: I don't think so, but I would have to verify.

I answered earlier that you order that via the ASR, and that's my understanding, but I will get even confirmation after our meeting today.

Q: I would appreciate it if you could, just so — if nothing else, just for our negotiating purposes, so we know where BellSouth stands on that.

A: Sure.

Q: So to the best of your knowledge as we sit here today, the way WorldCom would order local interconnection trunks and dedicated transport would be via an electronic ASR?

A: That's my understanding. I've just got to verify this dedicated transport, that that's the case. I think they group that as part of the

Page 64

interconnection trunks. I mean if you have some knowledge of this group otherwise, I would appreciate you sharing it with me.

Q: I don't as we sit here right now. Are there any other UNEs that you can think of that WorldCom can use an ASR to order?

A: It doesn't come to mind that way. That doesn't mean it's not possible. I just know we focused on the LSR process and that's where my knowledge base is.

Q: At page 7 of your rebuttal, you state that the national standard for ordering UNEs is through the submission of an LSR?

A: Let me get there, please.

Q: Sure. Do you see your testimony?

A: What line are you referring to?

Q: I start at line 7.

A: I see it, yes.

Q: You say the national standard for ordering UNEs and retail services is through the submission of an LSR, not an ASR?

A: That's correct.

Q: What is the basis for your testimony?

A: What I'm basing is the OBF format of our local service requests is where I'm referring to here

Page 65

by the national standard. I don't want to confuse that to say that there's a national standard saying how to do this. We're saying the local service request format itself is the national standard coming out of the ordering and billing form.

Q: Let me make sure I understand what you just said. That does not necessarily mean that industry groups have developed LSR forms for every UNE, does it?

A: That's correct.

Q: Is there a national standard for DS-1 combos?

A: No, I don't think so.

Q: So the LSR that BellSouth wants to require WorldCom to use is its own proprietary form?

A: No, the form is not proprietary in the fact that we're using the LSR format. There may be some modifications to it that are unique to us so that we can get the order to be provisioned to our system. So if you're putting proprietary title because of that, I'll say yes, because a standard does not exist.

But the main point we're trying to focus here on is to use LSR format because using that, sometimes we can even help drive the standards

Page 66

because we participate just as well as I think MCI WorldCom does with OBF. But the other thing that we can begin to do is to build the electronic means for you to submit that order and have it translated and flow through, and we can start saying let's use this format so we can help that. That's in trying to help you as well as ourselves, frankly, from an operational standpoint.

Q: Let's take the example of the DS-1 combo which we can currently order using an electronic ASR. If WorldCom wants to get address information or address validation, I gather we could do so using the RSAG system?

A: Yes.

Q: But then we would not be able to prepopulate an ASR with that RSAG address information; is that correct?

A: There's nothing built to drive that information to populate it that I'm aware of.

Q: And BellSouth would have to do some things to make that ASR system integratable with its preordering system; is that right?

A: Most definitely.

Q: So that WorldCom right now couldn't do that even if it wanted to?

Page 67

A: That's right.
Q: Same story with say service availability inquiry. If we wanted to figure out whether — well, is that a good example for a DS-1 combo? I'm trying to think that through. I suppose what you would really need is facilities availability.
A: Right.
Q: Which I think actually is going to get us into Issue 81, the service inquiry process?
A: Yes.
Q: Why don't we reserve that line of questions for Issue 81.
The present services that the customer has would be something again that WorldCom could get from BellSouth's preordering systems, but we wouldn't be able to populate our ASR with that information; is that true?
A: That's correct. My understanding is that you're asking us to build a new system for you, is what you are essentially asking here. One doesn't exist for the ASR.
Q: When you say a new system, we've got the ASR ordering system, we've got the preordering system, and what we're talking about is making those systems integratable. How is it that that involves

Page 68

the creation of a new system?
A: Well, the preordering systems you have is for LSRs, that's the distinction. It's not a preordering system for LSRs. So when I say you would have to —
Q: I think you misspoke. I think you said it's not a system for ASR?
A: I did. Let me restate it to make sure I say it correctly.
Q: Okay?
A: The preordering system is for the local service requests. It is not designed for the access service requests, the ASRs. So when I say you're asking for a new system, you're asking us to design something for ASRs and that's something that doesn't exist today.
Q: You would have to design a preordering system for ASRs?
A: Yes.
Q: Help me just a little bit, because you've already got all the preordering information, in other words, you've got all the preordering databases. I assume you would use those same databases as part of an ASR preordering system?
A: Yes, we'd use the same databases, correct.

Page 69

Q: So what is it that you would have to build? I'm trying to understand conceptually what you're saying. We've got the databases in place, we need some kind of mechanism that will deliver that information to a WorldCom rep so that the information can be populated into an ASR?
A: Right.
Q: And why is it that that system has to be dramatically different than an LSR preordering system?
A: It may not have to be dramatically different, but it would have to be built so it is a new system. What I say in response is if you have that information that's obtainable through the system used for LSRs, why can't you use that system? That's what it was intended. It's intentional design was for local service. So that's why I'm a little confused.
Q: You recognize that what we're talking about is using ASRs for local service?
A: Right.
Q: So we are talking about local service?
A: Right.
Q: And we're talking about getting preordering information that we can populate into an

Page 70

order used for local service?
A: Yes.
Q: So I'm not sure I understand your concern about not using the information for local service?
A: Well, two concerns: First is you already understand I think our position is that you should be using a local service request. Putting that aside —
Q: For the DS-1 combo, but not necessarily for dedicated transport and interconnection trunks?
A: Yes, exactly. But putting that aside, we're saying, you know, if for some reason the Commission said to BellSouth "you will allow them to use ASRs for services," then the preordering functionality to build that is going to have to be something new to go get that information and particularly if you're trying to build it such that it is going to be integrated so you do not have to go and repopulate, you want it to populate certain fields on that, that's going to have to be some coding and mapping from those databases to drive it to that exact format that an ASR is going to set. It just requires building that interface.
Q: Would it be less expensive if rather than building an integrated system, BellSouth built an integratable system? In other words, one where

Page 71

WorldCom would have to do some work on its end on its interface to do some integration?
A: Typically that's what we do when we integrate it, but the only system that we provide for you that's already integrated would really be LENS; if you wanted to use the firm order mode for that. Which I don't think — you may use it some, I don't know, but a carrier your size would typically have your own systems to be designed.
Q: How long do you think it would take you to create such a system?
A: Well, by the same discussion we had earlier, first off, you know, I'm totally speculating here, so I have to really sit down and do the complete assessment.
Anywhere between that early time frame, very early is probably the situation would be a four to six month, more like probably a year by the time you do a total assessment and build it. I'm really guessing there.
Q: I'm just asking you for ballpark based on your experience —
A: Yes.
Q: — with OSS systems?
A: Yes. You have to go back to the subject

Page 72

matter expert who would have to do that coding and that design.
Q: Can you give me any assessment of how much it would cost BellSouth to do that?
A: I have no idea.
MR. TWOMEY: Has someone joined the call?
MR. BARRETT: Michael Barrett of Florida staff.
Q: (By Mr. O'Roark) Let me take you back to something that you had said a little bit earlier. That interconnection trunks are basically the same whether you're talking about access trunks or local interconnection trunks.
A: That's the way I was describing it, yes.
Q: Is it your understanding that local trunks and access trunks basically have the same features, functionalities, capabilities?
A: I'm not the engineer, but yes. That's my understanding.
Q: Let's talk about Issue 81 a little bit, which is the Service Inquiry process, which I think you referred to as the SI process.
A: Yes.
Q: As I understand it, the SI process can

Page 73

help you do a number of things. One is it could enable a carrier to determine the availability of facilities?
A: Yes.
Q: Another is that it can enable the carrier to determine the location of facilities?
A: Sure.
Q: It can also give you loop makeup information?
A: Yes.
Q: Is there any other major category of information that the SI process can provide?
A: I think that's it for the most part.
Q: On, how about the availability of services? I think in your testimony you talk about using the SI process in relation to complex services?
A: You would have to refer me to it or point to my testimony.
Q: Well, let's look at your testimony at page 18. This is your direct.
A: This is for Georgia you're looking at?
Q: Yes.
A: All right.
Q: Looking at Line 4, for example, this is sort of the negative, but it says "the availability

Page 74

of facilities for simple services, some complex services and some types of loops, such as two-wire and bundled voice grade loops, is not determined via the SI process for CLECs or BellSouth's retail units."
I took that to mean that at least for some complex services you can use the SI process?
A: Give me a second just to look and make sure I understand under the context I was answering this.
The question being asked here is the SI process applicable for all service requests submitted by CLECs.
Q: Yes.
A: What I was trying to describe here is no, we don't always use it. If you go back to our Interval Guide, sometimes it's required — I think I have some explanation here about that — to have a SI, and that SI is part of the overall ordering process, you have to go out and verify some things, and that usually is more of the complex or design services.
What I was trying to say here, for all the others we don't do it an SI, so there's not really a need. There's not a need for a facilities check up

Page 75

front; that really gets incorporated as part of just the provisioning cycle for taking the request from the customer, whether it be a BellSouth customer or a CLEC end user customer.

Q: Why don't we walk through this a little bit. You talk about simple services, complex services, and loops.

Let's start with simple services. What do you mean by simple services?

A: Value resale services primarily is what I was referring to as a simple service. It is probably best to go to the — I think it's one of my exhibits, the Interval Guide. It was my Exhibit 4. The Interval Guide itself breaks it down into various categories. For example, I'm looking on page 5 in the guide and you see it has complex resale services. Then you can flip over to page 11 and it has simple resale services. And then you can go to page 15 where it starts the unbundled network elements. So that's in three categories, but let me verify that. Then number portability, that's another category on page 23. That's what I'm referring to predominantly.

Q: So when you refer to simple services, you're referring to those services that begin at page 11 of your Exhibit 4?

Page 76

A: Yes.

Q: When you refer to complex services, you're referring to those services that begin at page 5 of that exhibit, and when you refer to loops, is that shorthand for the unbundled network elements that we have at page 15?

A: A loop is an unbundled network element, yes.

Q: It is a subset of unbundled network elements?

A: Correct.

Q: But when you refer to loops, though, you're just referring to that subset, you're not referring to all the UNEs that are listed?

A: That's correct.

Q: On page 15?

A: That's correct.

Q: When we're talking about the simple resale services, what information would there be? What would you receive with a Service Inquiry request? I understand you say that BellSouth doesn't use the Service Inquiry request for these simple services, but what I'm trying to understand is, if you did permit that, what information would you get back? Does that question make sense to you?

Page 77

A: Well, still when you — let me think of a good example. If you were taking an order for a new line, you still have loop facilities that have to be assigned to that and if somebody wanted to know up front do you have those facilities out there, let's say we go into a heavily populated new growth area and we know that facilities have been an issue, that could be huge new subdivision going up, I'm just using that for illustration purposes, from a consumer perspective, if someone wants to verify that those facilities are in place and exist, that's when a Service Inquiry could come back and say, yes, the facilities are there.

Q: So, for example, if somebody wanted to order I think it is called a 1-FB, isn't it, a basic business line?

A: Yes.

Q: And that's what you show as one of your simple services?

A: Yes. Which page are you on?

Q: I'm on page 12. Local exchange line, flat message/measured business. Is that a 1-FB?

A: Yes.

Q: If somebody wanted to order a 1-FB, you might want to do a facilities check to make sure that

Page 78

there is service out there?

A: Uh-huh.

Q: All right. I'm just trying to get a handle on what the information is that we would not be getting. And I think what you're telling me is probably the availability of facilities would be the main thing?

A: That's it. And we work from a retail standpoint as to what we've set up for the CLECs is the presumption that the facilities are there. And when it gets down to the downstream provisioning, after it gets into that service order communications system, that's where it then directs it based on what the order is to the systems that it needs to fill, to provision that service. That it may go and find something, say no. It looks at the loop facilities in LFACS, is the system, L-F-A-C-S, says no, we don't have any loops, they are all exhausted, we have to put in new. That would come back then, as you've heard the term, the PF, the pending facilities. That will be the only thing you could drive out of that.

We work under the process that they are there; and if they are not there, we're going to try to figure out how to get them there in order to make that commitment date.

Page 79

Q: BellSouth has structured its business process so that there is the presumption that the facilities are there and, accordingly, your reps can't check for facilities on a simple order like that?
A: That's correct.
Q: And I take it that that facilities information would be what you called LFACS?
A: That's correct or loop facilities it would need.
Q: Remind me what that stands for? Local Facilities Assignment?
A: I think it's Loop Facility Assignment Control System.
Q: And that information is in an electronic database?
A: Yes.
Q: And BellSouth can access that information electronically using a terminal?
A: You can, yes. That gets into what we are doing for loop qualification, to fill that requirement.
Q: Can you explain to me from a technological standpoint why, say, a BellSouth rep sitting at his desk couldn't be able to just tap into that database

Page 80

and find out whether there are facilities out there or not?
A: Well, the BellSouth rep at their desk, they do not have access to LFACS. It's the outside plant engineering group that has access to LFACS. So they are just not — it's not designed for them to look at LFACS today.
Q: Could it be designed so that they could?
A: I guess it could be. I don't — you know, I don't see us changing that approach, but could it be? From a technological standpoint, yes. From a business standpoint, we don't think that's the route to take.
Q: Why not?
THE WITNESS: For some reason this Coke has hit me. Can I have 60 seconds?
(Discussion ensued off the record.)
(A recess was taken.)
(The record was read by the reporter.)
Q: (By Mr. O'Roark) Do you understand the question, Mr. Pate?
A: Yes.
Why not we won't take that route is just take a look at the thousands of orders you're processing and the extra requirement that would place

Page 81

on those and plus on our experience from looking at past over time, having our facilities out there, how well are we able to make the commitments, and for those that we can't, how well are we able to manage that, it says that it's just — it's better to stay with the approach you are. It is not worth the investment to try to fine tune it to that level. The investment being the development of the systems, the additional training, how you use it and so forth.
Q: Giving the sales rep's access to that information wouldn't necessarily slow the process down, would it?
A: Well, it could, it very well could. It depends on how quick that access can be, how often they use it. It could slow the process down. I happened to mention that obviously, but any time you access a database, you have to go retrieve information, if there's any problem with that information or interpretation of that information, it could slow it down.
And understand also that you are still relying upon a database, which is a BellSouth issue, if the database is incorrect or something is wrong, you just got inventory wrong, the last time the technician was out there, they didn't correct it,

Page 82

what they submitted when they closed out a ticket of some sort maybe, then you still have that issue to deal with.
Q: Do you know how the database is organized? Say if you have a valid RSAG address, can you enter that and then get ready access to the facilities information?
A: For LFACS — I'm trying to think through just looking at an LFACS screen. I think it would be driven by the address, which, of course, drives you to the serving CO for that address. So I think the address would be the primary criteria you would need.
Q: Say a CLEC like WorldCom decided it would be helpful to its business process to have that information, we're talking about simple order, so let's stay within that context, how difficult would it be for BellSouth to give us access to that database?
MR. TWOMEY: Let me just make sure I understand the question, because you had posed a hypothetical earlier about BellSouth providing access to the databases to its own service reps. Is your question how difficult would it be for BellSouth to provide access to the CLECs if there is

Page 83

also access to the service reps or just still assuming no access to the service reps?

MR. O'ROARK: It really didn't have anything to do with whether BellSouth chose to give access to its reps or not. It is just straight up, how difficult would it be to provide it to our reps?

MR. TWOMEY: Okay.

THE WITNESS: I don't know. I have not looked at it. When we were taking assessment for loop qualification information, we came to the decision it would be better to build a more user friendly access that gave you the same information for loop qualification purposes for text DSL services, so I have not looked at it from just a direct access.

Let me say this to you. BellSouth would be receptive to you submitting a request, if you want something you need for you, for a bona fide request and making that assessment for you. Of course, that process you know you're paying for it because something is being built unique to

Page 84

you.

Outside of that, another avenue is to submit a request to the change control process to see if that's something that the CLEC community as a whole is interested in, that might be feasible to design and have prioritized through that process.

I'm just throwing out a couple options for you for consideration.

Q: (By Mr. O'Roark) And a third one would be to request that it be included as part of our contract through the arbitration process?

A: That is a third option. You know, my response would be we don't do it for ourselves, so that is something we're not obligated, we feel, under the act to have to do for you, because we don't do it for ourselves.

Q: Can I follow up on that point?

A: Certainly.

Q: When you say you don't do it for yourselves, let's just make sure we're clear, BellSouth, the company, does have access to the information. I forget where you said it was. The operational people can get access to it; is that right?

Page 85

A: The outside plant engineering.

Q: Outside plant engineering. So BellSouth, the company, does have electronic access to the information?

A: Certainly.

Q: But BellSouth has configured its business processes so that BellSouth's sales representatives do not have access to the information?

A: That's correct.

Q: At least for simple orders?

A: Yes.

Q: So just to wrap up the line of questioning as far as Issue 81 in our arbitration proceeding, BellSouth hasn't gone and taken a look at how long it would take or how much it would cost to provide the capability that WorldCom is requesting, has it?

A: That's correct. To my knowledge, you're the only ones that have requested this.

Q: Does BellSouth's experience in providing loop makeup information shed any light on how long you think it would take or how much it would cost?

A: Well, that process developed, of course, as a result of the order, the remand order and line sharing order, a combination of those two, to develop the need for loop qualification information.

Page 86

We're in beta testing now, just started working with six CLECs participating on that. We probably started breaking that ground March time frame, February time frame, so you can see that that process to build it just to the first beta testing experience is a four, five month process.

Q: Would you agree with me that providing loop qualification information involves more extensive information than simply facilities availability information?

MR. TWOMEY: Object to the form of the question. I don't know what you mean by extensive. But you can go ahead and answer.

THE WITNESS: What I agree with is what they have defined loop qualification information to be, the attributes associated with a loop, and providing that seems to be more extensive, using your word; however, we're accessing the same database to get that information, so it is just more of a delivery of maybe the form. A user friendly form for a CLEC may be an issue, but you're still accessing the issue from the same database.

Page 87

Q: (By Mr. O'Roark) Did you say before that BellSouth has created a form so that CLECs can obtain the loop qualification information in a user friendly format?
A: That's what I'm trying to say we're trying to do with the mechanized system. So we've tried to work with the CLECs to define from their perspective, you know, get their user requirements, what do they need in order to be able to qualify the loop? So that's what I'm referring to. As opposed to BellSouth just saying "hey, we know what you need, here it is," that approach.
So you have to look at the database and get the information out of the database and it has to be presented in a form that's user friendly.
Q: Help me with something. This reveals my ignorance, I suppose. But taking a loop qualification information, why wasn't it possible simply to give CLECs access to BellSouth's rollout data or to their LFACS system and allow them to get into the system just as BellSouth's outside plant engineers do?
A: I think that was looked at as one possibility. I can't recall, frankly, why we took another course. It was probably more of an issue of

Page 88

how you get the access, how you submit the request and the transmission — submit a transmission for the data request and how the data would be transmitted back to you, so you can pull that, but that's really all I recall.
Q: What if a BellSouth sales rep calls the outside plant engineer and says, "Look, you know where there are facilities at such and such a location, can you give it to me," do you know whether — could the BellSouth rep get the information that way?
A: All I can say to you is we have made concerted efforts to make sure that outside plant engineers understand they can't do things like that.
Q: Why?
A: They are to treat a CLEC customer the same way they would treat the BellSouth retail. So we cannot do favors for BellSouth retail, they have to understand that from their perspective the engineering group is a stand-alone entity and CLEC customers are equal customers as the BellSouth retail customers. You don't do for one what you don't do for all.
If I found out about that, I would be wanting to go knock on the door of that engineer that

Page 89

did that.
Q: We've been talking about simple services. Less move on to complex services.
For what complex services is the SI process not provided?
A: You're talking about for BellSouth retail.
Q: For BellSouth retail. If it's a shorter list, you can tell me the complex services for which it is provided. Whichever is easier.
A: Let me make sure I understand the question. You're talking about the Service Inquiry as part of a preordering, letting you know information in advance, or as part of the order?
Q: Let's take it both ways. Let's start with just preorder.
A: It is entirely different question from a preorder. If you're trying to say where for BellSouth retail do they get information in advance of submitting the order to know if there are services facilities available.
Q: Yes.
A: I haven't done the comparison that way, so I don't have an answer for you. It is something that, frankly, has crossed my mind and I'm kind of looking into myself right now, and I don't know what

Page 90

they have.
I was under the impression that they had very little, if any at all, but I do not know and that's something I'm currently looking into myself.
Q: All right. Then there's also the process where the BellSouth rep could submit a firm order along with an SI request for a complex service?
A: Yes.
Q: And for which complex services could the rep do that?
A: It is the same as identified here in this. We have identified it with an asterisk. Let me point out to you how it is identified and I would be glad to go down the list if needed.
Q: If you can describe it generically, that's fine.
A: If you turn over to page 9 and you see the first note, the asterisk equals Service Inquiry required?
Q: Yes.
A: Then you just go down the product. Where you see the asterisk, that's saying Service Inquiry is a part of that.
Q: Is there any case where the Service Inquiry is not required but available with a firm

order? Do you understand the question?
A: Service Inquiry not required but available? I mean we could do it for you if you just asked? Is that what you're saying?
Q: Yes. Under Note 1 it says "Service Inquiry required." In other words, as I understand that, if I submit this order, it's got to be with a Service Inquiry, it comes with it?
A: Right.
Q: It's mandatory?
A: Correct.
Q: Is there any case for a complex service where the SI is discretionary?
A: Not that I'm aware of.
Q: The purpose of an SI when ordering a complex service, I guess, would be the same as if you were able to do it for a simple service, primarily facilities availability?
A: Yes, the SI gets involved here. Also the reasons required in a lot of these is the design of the facilities, so a lot of these are the designed services. So by the fact that it is a designed service, you have to go out there and look at the facilities and design according to whatever that product or service is and that could require the SI

and the special treatment associated with that.
Q: So in addition to facilities availability, you might also need to know facilities location?
A: Various locations and design that circuit for whatever that design service is that you are providing.
Q: And, again, the facilities availability information would be in LFACS?
A: Well, LFACS for where the loop facilities are, yes.
Q: Is there any other database where a facilities availability would be stored?
A: Well, for loops, I mean it's in CMOS. CMOS is going to have your Central Office. So your originating equipment in the Central Office would be in CMOS.
I have to pull out my flow designs myself to make sure I hit them all, but those are the ones that come to my mind.
MR. O'ROARK: Let's mark this as Pate Exhibit 3.
(Pate Exhibit 3 was marked for identification.)
Q: (By Mr. O'Roark) Please take a moment to look at it and I will ask you to identify this as

BellSouth's Responses to Data Requests Nos. 18, 19 and 20 in North Carolina.
MR. TWOMEY: These are copies of what we provided to you?
MR. O'ROARK: Yes.
THE WITNESS: Okay, I've looked at it.
Q: (By Mr. O'Roark) Can you identify them as your responses to those data requests?
A: Yes.
Q: You'll see that for Item 18 we asked in what database or databases is facilities availability information stored, and your response was LFACS for loop facilities information, MAP Viewer for plats stored electronically.
By the way, this response says "stored electronically in North Carolina." Is that true in Georgia, Florida and Tennessee as well?
A: It would not be for Tennessee. MAP Viewer is only in the old Southern Bell states. So we now refer to them as a western states as opposed to the eastern states, I guess to try to move that terminology of Southern Bell/Southeastern Bell out of our past. MAP Viewer was implemented in Southern Bell, so Tennessee was a South Central Bell state.

Q: So for Tennessee you do not have plats stored electronically?
A: That's correct. Just paper plats.
Q: So there is no electronic access to facilities locations information in Tennessee, is that right?
A: No, there's not electronic access to the plat. You still have the LFACS, in that database it still exists. TIRKS for trunking information, that's for design circuits, still exists; but you just don't have the MAP Viewer. That's gone into what's really referred to as the BellSouth corporate facilities database. That's the overriding electronic database for plats.
Q: Without a plat, how are you able to describe facilities location?
A: Well, the LFACS information has been built with a facilities location, that's what is really driving your facilities are your loops, and that's been built over time. And as you pull out a plat or do something to a plat for those where it's manually stored. That information would get passed to LFACS as well.
Q: So LFACS has electronic plats?
A: No. I'm sorry, I'm confusing you.

Page 95

LFACS just has the information, all the information, that would show from a sequential almost series, if you're trying to look at from one area to a serving terminal.

Q: It would describe what facilities have been put in and when?

A: I don't know about the when, but as to what is in there.

Q: All right. It would tell you what facilities are in there?

A: That's right.

Q: I mean without some kind of plat or map, I would think it would be virtually impossible to show where the facilities are.

A: To have a physical picture of it, yes, you're right. But from an engineer's standpoint, once again I'm not the engineer, you probably could get someone to better describe this to you, they can still look at the way the information comes back and it sequentially tells you how all your connections are, where the loops are, who is the serving CO, the net CO and so forth to get from Point A to Point B.

Q: We got into Pate Exhibit 3 from our discussion of complex services. I think you were telling me that for complex services you might need

Page 96

to know about facilities availability, which you would get from LFACS?

A: Yes.

Q: Then you were, I think, trying to think whether there would be any other source and would the other two sources be the MAP Viewer and TIRKS?

A: These sources have come up primarily from working with development of loop qualification database and you've probably heard us discuss them down in the Georgia proceeding. These are the areas where that loop information is stored.

I mentioned CMOS to you because it is an inventory of what is in the CO, but that shouldn't really be an issue I don't think from what I understand you're asking me. I cannot think of any other system or database here that would reflect the information.

Q: We've talked about getting access to the information in the LFACS. Let's talk about getting access to the information in MAP Viewer. Let's say a CLEC like WorldCom was concerned about figuring out where facilities are on a property because the customer wanted to know and then let's say it was for the service for which SI was available, how would we get access to MAP Viewer or the information in MAP

Page 97

Viewer?

A: Well, what we're trying to build through the loop information system that we're currently beta testing, the data query is to eventually build that so that you get the same information that you would get from MAP Viewer. The current view today, there's some differences and I don't recall specifically what, but that's the goal where we're going.

We're concerned about giving you access to MAP Viewer, frankly, because it opens up some proprietary information, it gives you everything that we have out there, and that's a concern for us.

Q: Can you describe generically the kinds of proprietary information you're concerned about?

A: It's been awhile since I've looked at that. I need to go back and talk to someone that's closer to the system.

I know it has all of our facilities in place as well as information even of what's going to certain buildings from BellSouth perspective, which would get into proprietary, how we connect to a given building as opposed to what office serves that building if you wanted to have something go there.

So I think that gives some proprietary information. I'll talk to my engineers again from

Page 98

that standpoint. There are some very large concerns about some of the information that would be proprietary.

Q: For the complex services where BellSouth does not provide the SI process, is it the same situation as with simple orders where BellSouth just has the presumption that the facilities are there and there will be a PF status if it turns out they are not?

A: That's correct.

Q: Again going back to page 18 of your testimony where you had talked about some loop types where SI is not provided, I think you gave the example of a two-wire voice grade loop?

A: Yes.

Q: What other loop types does BellSouth not provide an SI for?

A: For the CLEC customer?

Q: Yes?

A: Let me go back to the Interval Guide and that's what we'll refer to. Let's look at the loop listings in that Interval Guide.

Q: Just to clarify, my understanding is that BellSouth reps don't order loops?

A: That's right. That's why I asked.

Page 99

Q: So we're essentially talking about CLECs?
A: Yes.
Q: Let's go to the guide, what is it, page 15 you say?
A: I think the loop sheet would be talking under UNEs categories, so it would be further back. Unbundled Network Elements is on 15.
You can see, I think the asterisk is the same. Let me just verify that. Yeah, there's some additional information that says asterisk equals Service Inquiry required, and it also talks about the FOC interval to state that the Service Inquiry interval included in target service in an FOC interval.
So looking at that, it's the — flipping on page 16, you can see the asterisk by the ADSL two-wire and the HDSL two-wire and four-wire and unbundled copper loop and unbundled network terminating wire. You come on down, you have a loop concentration, unbundled loop concentration system, the unbundled loop concentration loop interfaces, subloops and so forth.
Q: So it applies to some things that aren't even loops?
A: Yes. Those things are still in this

Page 100

Interval Guide categorized as an Unbundled Network Element.
Q: And just as with complex services where there's an asterisk, that means that the SI process is required; and when there's not an asterisk, you can't get the SI process even if you wanted, it's a discretionary matter.
A: We don't have it. The only one that you might be able to qualify that here is because of the developments in loop qualification, and that's what we're developing the deal with HDSL, ADSL. That's the reason of qualification to — I think I stated in my testimony we're using the Service Inquiry process to do that.
Q: We haven't talked about TIRKS yet. That would be primarily for interconnection trunks?
A: It's really designed circuits is primarily in TIRKS. It may be in connection with trunks. Now you're getting into the level of engineering that is not my area of expertise.
Q: What is a design circuit?
A: A design circuit is where the circuit has to be designed by one of our engineers based on a specific offering. It is not just a common offering that we can go out and actually provision that

Page 101

circuit. There's something unique to it associated with it, so it has to be designed by the engineer.
Q: When you say TIRKS is for design circuits, obviously it has trunk information so that the engineer can figure out where those trunking facilities are available so it can put together the design service?
A: Yeah, it really houses all the information associated with that design. So from that perspective and thinking that way, my understanding, yes, it could have that trunk and information. From the information from the loops associated with that, it would be duplicative. That information should still be built into LFACS.
Q: This is another situation where BellSouth can access this information electronically via a terminal?
A: That's my understanding, yes.
Q: This is another case where it's accessed by an outside plant engineer?
A: The outside plant engineer or the design engineer, they are still part of outside plant engineering.
Q: And another case where if the BellSouth rep were to call and try to get that information for

Page 102

a service where SI is not provided, BellSouth's policy would be that that information should not be provided to the BellSouth rep?
A: That's correct.
Q: Let me make sure I understand something about your testimony, I believe it's at page 18. I inferred from your testimony that there are situations in which WorldCom can obtain SI on a preordering basis, that is without submitting a firm order. Is my understanding correct?
A: Can you refer me to that?
Q: Sure.
A: Are you talking about my direct testimony for Georgia, page 18?
Q: Yes, but let me confirm that. I'm sorry, it's page 17. Your answer beginning at line 9. If you look at the second sentence, you talk about how the CLEC initiates the SI process; and then in the third sentence it says "if the CLEC desires to have BellSouth immediately order the service once the SI is complete," and then it goes on, and I was inferring from that sentence that there might be situations where the CLEC would not desire to have BellSouth immediately order the service and that therefore the CLEC could get the SI

Page 103

on a preorder basis.
But if I'm reading that wrong, please tell me and then explain.
A: Let me read it.
A situation that was being described here — and I apologize, because I don't think this clearly depicts it — was a Service Inquiry just for loop makeup and it does not do a good job of depicting that and I apologize.
Q: So the SI that a CLEC could get on a preorder basis relates solely to loop makeup information?
A: Yes. That's the only one we have in process right now is SI for the loop makeup that I'm aware of.
Q: So for all other SI requests, the CLEC is required to submit a firm order along with the SI?
A: Yes.
Q: Is it possible for a BellSouth rep to obtain an SI on a preorder basis when ordering designed services?
A: That got back into what I said earlier, my understanding was no, but I'm still really investigating that for some of these complex services based on just some recent conversations that makes me

Page 104

personally want to go back and look at what they are doing.
Q: I thought there was somewhere in your testimony where you touched on that and perhaps at the lunch break I can look at that and circle back to it. All right.
Let's take the case where WorldCom can use the SI process and we're not talking about loop makeup information, so it would be a case where we've got to submit a firm order.
We would submit the SI either to the Complex Resale Support Group, which you call the CRSG or the WorldCom Account Team, as I understand your testimony?
A: Yes.
Q: Can you take me through the process from there. Would that SI request be electronic or manual?
A: It's usually manual. I'm not aware of an electronic way to do it at this point.
Q: So WorldCom submits the manual request, tell us the facilities availability at a certain location. It goes to the BellSouth Account Team or the CRSG; what do they then do?
A: Well, they will have to take that specific

Page 105

request based on the service that you're ordering and essentially contact the various areas to get the information that's necessary to put that together. If it's a design service, it may be that they are having to go to the — essentially it will get to the circuit provisioning group to help them get the design of that service. If it's something before they get to that stage, they've just got to verify the facilities so that it can support whatever the services it is that may be going to the LFACS to take a look at that. In that case an outside plant engineer is going to do that for them. So the Complex Resale Services Group is going to get that information to that person so they can go out and make the assessment, yes, the facilities exist, one, and two, the facilities support what you're trying to do.
Q: How does the account rep communicate with the outside plant engineer or in the other case it would be a design engineer?
A: Yes, they are all in outside plant engineering, but yes, they are all in engineering. It's a broader term.
Q: The account rep would send the request to outside engineering?

Page 106

A: Yes.
Q: How physically is that done? Is that an electronic request, a phone call, a fax?
A: A lot of it is just electronic through some E-mail, as well as they may have a phone call interface, say I'm sending you this, they may fax some of it. It could be a combination of that. There are some systems depending on the service that can be used as a system, an acronym I cannot remember what it stands for, EOMS, that's a system that can be utilized for certain services like multi serve that goes out and farms it out saying "here is the order, here is the request," and sends it to the appropriate individuals to then look at it and get the information back so that can be compiled for ordering the service.
Q: Then the outside plant engineer, say they need to go into LFACS, gets on the terminal, looks up the information. And once they find the information, how does the outside plant engineer communicate that information to the account rep?
A: Well, it depends. If that EOMS system that I was referring to is used, I think there's a mechanism for them to just communicate it right back through there electronically, otherwise they may fax

Page 107

something back, they may E-mail something back. Use all the communication means that we are aware of. Maybe some telephone information.

Typically they are going to put something on the form because we want it to have it, obviously, documented so that the order can be built for it. So there's eventually going to have to be some type of information filled out on the form and sent back. Service Inquiry itself, the forms you submit has to be populated and that information is going to be populated based on the gathering from these other sources.

Q: So that form then going goes back to the account rep who then assists in building the order assuming it's a go?

A: Yes. You could have a system designer or a system consultant as part of the Complex Resale Services Group manage this as a project, but they have to sit down and build that order, because this is a case for a complex service where the person actually sitting at the terminal inputting the order may not have built it. It has been built on a piece of paper and they are just sort of the input mechanism associated with it. Then again it may be someone that does a little bit of both, but typically

Page 108

not.

Q: If the response is negative, that goes to the account rep who then communicates it to WorldCom?

A: Back to the Account Team to communicate it back to WorldCom, yes.

Q: All right. Then let's talk about the process for BellSouth. BellSouth sends in a firm order with an SI, I guess you're going to tell me that it works exactly the same way?

A: That's what I'm going to tell you.

Q: BellSouth Account Team to the outside plant manager who looks it up and then communicates it back to the Account Team and they build the order?

A: The difference, the only difference you might can see on the BellSouth side, that system designer is housed within the BellSouth retail unit to help them build that order. Whereas your Account Team has to interface, we have that same expertise residing here within the Complex Retail Services Group to build that for you.

Q: Let me make sure I understand now. On the BellSouth side, I mean the sales rep, wouldn't the sales rep be involved in putting the order together?

A: Sure, but they are supported by a team. A lot of times, particularly for these very complex

Page 109

services, when we're working with our major large accounts, that account executive, he or she has a team that supports them and they may be the more technical expertise. While we have a good face that shakes hands with y'all and puts up expense tabs and knows how to make the sale, we have technicians behind that to make sure that the sale can work. That's what I'm referring to, you know.

Q: I think I see what side of the equation you fall on.

And there may be a design engineer resident on that team who can look up the information directly?

A: System designer is a term we use as well as a service consultant, which is someone that's understanding at what all information, how they need to get it, the compilation of that to build it into the order so that we can actually provision it.

Q: What databases can that person look into?

A: I don't know what databases they can access. It gets back to the comment I made earlier, that's a little bit more investigation I personally want to do based on some recent conversations I've had to see if they have some access to certain databases in the system, because I don't know. I had

Page 110

the impression that they really did not. They would be working with the outside engineering group that we discussed, but I'm not 100 percent certain.

Q: So you're not sure whether that person has access to LFACS or not right now?

A: I'm pretty certain they don't have access to LFACS, but there may be some other databases for them that helps them with some preliminary information; and I'm not sure. I just don't know.

Q: Would the databases that you're thinking of be different than LFACS, MAP Viewer, and TIRKS?

A: No. No. It just may be some — the information I'm thinking of is they may have some systems that help them with that design that then interfaces with those databases. I really don't know and that's what I've got to investigate and check into myself.

Q: Just in an abundance of caution I thought I would ask this. Can you use the loop makeup process to determine facilities availability?

A: No. That's not the way it's designed. It does do that for a loop, a given loop, but it is designed to give attributes of that loop. So from that standpoint, maybe you could. I haven't viewed it that way. I may have taught myself to give you a

Page 111

different answer here, but.
Q: You probably have to identify the loop first?
A: Yeah, that's what it is really getting down to, the identification of the loop and based on that loop, here is the physical attributes and characteristics of that loop.
MR. O'ROARK: Would this be a good time for a lunch break?
MR. TWOMEY: Great time for a lunch break. Unless you're within 30 minutes of finishing, I think we probably should take a break.
MR. O'ROARK: I don't think I'm within 30 minutes. We're not going to go all day, but we can go off the record.
(A lunch recess was taken.)
MR. O'ROARK: We're all back. Are we ready?
MS. BANKS: Felicia Banks from the Florida Public Service Commission.
MR. O'ROARK: Anyone else on the line?
Q: (By Mr. O'Roark) Mr. Pate, why don't we tie up a few loose ends and then move on.

Page 112

If I can direct you to your rebuttal testimony. Page 12, we're talking about Issue 81.
A: Page 12, Issue 81, okay.
Q: Beginning at line 8, you identify two concerns. I really just want to talk about the first one. I think I understand your position on the second one.
You have concerns with our language because WorldCom doesn't make any attempt to define the Service Inquiry information it wants BellSouth to provide as a preordering function.
A: Yes.
Q: I really just want to understand the concern. Is the concern that we don't identify it as a preordering function or that we don't define what information we want?
A: Just what information you want. As I said earlier, this is the first time we've had such a request from the CLEC community, so trying to understand exactly what you're seeking is at this point not 100 percent clear. We kind of think we know, that's what I'm referring to.
Q: Has our conversation today assisted you in understanding what we want?
A: Well, I think so. It sounds like you're

Page 113

just really trying to confirm facilities are available, which is the primary reason for a Service Inquiry but not the only reason, but that seems to be it.
Q: Availability and location?
A: To me they go hand in hand, but I understand what you're saying.
Q: I found the spot that I was looking for when I had asked you before about what BellSouth reps can obtain via preordering. Let me refer you to Pate Exhibit 3, which is, here is one, here two, here are responses to data requests that we talked about before.
In part C of the request, we had asked whether BellSouth is capable of obtaining such data on a preorder basis. And then in BellSouth's response you said that BellSouth only accesses this information on a preorder basis when it is processing a Service Inquiry for design (complex) services.
Does that refresh your recollection as to what BellSouth can do on a preorder basis?
A: When you say refresh my recollection, I'm not sure. It's something I said earlier that I've lost touch with since lunch.
But let me just tell you what we're saying

Page 114

here is we're saying once again this is that situation where we're doing the Service Inquiry with a firm order as part of the complex service. So from that standpoint we would access this information on a preorder basis but as part of processing the order.
Q: I think I understand what you're telling me. It sounds like we didn't communicate very well with our data request and your response.
I'll just tell you what we had intended was to find out if BellSouth reps could use the SI process for purely preordering without having to do a firm order.
A: Okay.
Q: And what I'm hearing you say is that no, there is never a case when BellSouth reps can do that?
A: Well, as I said earlier, I still want to do some more personal investigation into the complex services for retail reps. That's what my basic knowledge and understanding is, but I'm still checking that.
Q: While we're tying up loose ends and talking about complex services. Before you described some complex services that BellSouth can order going on what you described as a partial electronic basis?

Page 115

A: Yes.
Q: And that CLECs have to order manually. Do you recall that testimony?
A: Yes, trying to clarify. We termed it partial electronic. What we're trying to say by that is that information is a manual process of collecting that information just like it's a manual process for the CLECs on those complex services.
Q: But for those orders, BellSouth can build the order in ROS and transmit it to SOCS; is that right?
A: That's correct, just like we would have to build the order for the CLEC once they give us that order, it would be entered using the DOE or SONGS.
Q: For those order types, ones where BellSouth has that partial electronic process and CLECs submit the order to BellSouth manually, does BellSouth have plans for any of those services to enable CLECs to order those services electronically?
A: Yes. We hope to be able to do many of those over time. It's going to evolve around two things: One is if standards come out that can assist us in that. I'm not implying that we will wait on standards, but that can help facilitate that to happen so that we have standards coming from the

Page 116

order and billing form to how do you do that in LSR. That can help us develop the electronic means associated with that.
Then in addition, of course, we're constantly trying to identify those. That's why we have some now that you can do. I referred to Hunting. I think we talked about Synchronet. At least for Synchronet you can order electronically when it falls out, but at least you're able to get it in, which is better, electronically.
Q: Can you identify any specific services for which BellSouth has plans to make the service available electronically to CLECs, again in that same category of services?
A: I don't know what all is on the plate right now and I would be speculating to guess, because I know the main thing we're working on now is the xDSL ordering capability. That is on there. That's currently categorized that you cannot do that. So that one is going to be coming and should be in fourth quarter this year.
Outside of that window for those, I just don't have in my mind. I have reports given to me, but I don't have a picture in my mind which ones are on the plate.

Page 117

Now what we try to do is, of course, use the input for the change control process to help us as well with that. So there may be something in that arena as well that's been identified by the CLECs as a whole.
Q: You mentioned the change control process, one other loose end. We discussed at some length BellSouth's desire for WorldCom to use a manual LSR process for DS-1 combos. Do you recall that?
A: Yes.
Q: Did BellSouth go through the change control process in making that decision?
A: I would have to go back and look at any minutes or notes associated with it. I do not know. I don't recall if they did, but I do not know.
Q: To the best of your knowledge, BellSouth didn't do that?
A: To the best of my knowledge, I really don't know, but I don't have — I see a lot of those. I see a lot of the minutes, some lately, and I don't recall that ever being in any of those that I've looked at lately.
Q: Do you know of any reason why BellSouth would not have used the change control process for DS-1 combos assuming BellSouth didn't do that?

Page 118

A: Well, this is just Ron Pate's assessment. All BellSouth is doing through putting that in place is saying you should be using the mechanism that's really always been there. And "always" being defined as this product definition for these UNEs has only evolved as a result of the UNE remand order.
So before that, you really didn't have what you refer to as DS-1 combo, what's referred to as the EELs. You were doing something similar to that that we built a work-around for you prior to the UNE remand ever coming out and putting a definition about "You have to do this, BellSouth. You have to do this, all the BOCs."
And what we're trying to do is drive that using what the national format is, which is LSR. So from that standpoint, there's no need to take that to change control. It is using what already exists as we have defined how do you order these products and services.
Q: Wouldn't foreclosing WorldCom from using an existing electronic process constitute a substantial change in the way we order a product?
A: It would for WorldCom. I mean I'll agree that it is a change for WorldCom. How the Account Team interacted with you and all associated with

Page 119

that, I've recently reviewed some letters, but I don't have any knowledge of the type of interactions. That's where that should have been best been handled in my opinion. You know, the Account Team working with you, trying to build a transition time for you, overall plan for you so that it's not a detrimental impact so that you have time. If they haven't done that, that's something to look at.

Q: Doesn't moving from an electronic to a manual process necessarily have a detrimental impact?

A: Not necessarily. I could, you know, debate that a little bit each way. I think I understand your position, any time you would go back from electronic, it might seem like you're taking a step back. But I could also say if you were looking at trying to set some standard formats that everybody would understand how to order, that would be something that you would use across a national basis, that you might want to try to develop an LSR because that would be something that you could use not only with BellSouth, but Bell Atlantic, Southwestern Bell Telephone. And in the long run, particularly as that becomes more evolving and eventually hopefully will be able to be ordered electronically, that would be a better long term approach.

Page 120

Q: So you're saying BellSouth did it in our best interest?

A: I think we really try to do everything in both's best interests, because we want to get it in a standard format from everybody as well. So if you have an ASR process and this LSR process, we're trying to man two processes as well. That would help us to better serve you if you think about it.

Q: Is there any CLEC that orders DS-1 combos using the LSR process today from BellSouth?

A: I don't know. I know you do.

Q: We don't. Remember? Using the LSR process?

A: I thought you said ASR process.

Q: I'm sorry, no.

A: I don't have any records to what quantities or anything. I know the process is out there, but I don't have any information to say how much.

Q: Well, why wouldn't BellSouth wait until there's an electronic LSR process to make the changes?

A: Well, we're driving for the LSR being the standard format and, of course, the first thing for you to drive to be an electronic is usually, if you

Page 121

think about it, the evolution is manual before you get to electronic. How you fill out the form to begin with, that's the first stage to drive it to electronic. You can really put one stage in between: you can figure out a way to submit the form, and then there might be another step to figure out how you do that translation electronically so that still someone doesn't have to intervene. So I could add that third step.

Q: Are you saying that you have to go through a phase where you do manual ordering before you can implement electronic ordering?

A: If you went back to Day One of when we put this whole big scenario together and said how do you initially order from BellSouth, so none of these interfaces were built, it was manual. Then once you start figuring out the format of what the order is, the information particularly being driven from a national format, so it is the same pretty much on a national face, then you have to say "okay, here it is, we're driving some standards for you that says put this in Blocks A, B and C." Now BellSouth has to go and look at what does Block A, B and C mean for reformatting that for a service order.

Bell Atlantic may have to do something a

Page 122

little different because of its systems. Southwestern Bell, something a little different. But because the basic framework is around that national format, they can do that and that national format had to be first thinking about how you complete it manually. How is that manually completed, so then you can take that information and translate it to an electronic service order.

Q: Couldn't you think about how to do it manually and then develop the electronic process without requiring the CLECs to actually submit manual orders?

A: Potentially, yes. I'm not meaning to imply that everything 100 percent manual is first. However, you do have to have a manual process. Certain CLECs don't want to use electronic. We have them out there, particularly smaller ones that don't want to make the investment. So there has to be a manual way to submit it to begin with. Then once again you have to have that manual foundation in place to figure out how do you do it electronically.

Q: Why don't we talk about Issue 89 for a minute or two. This is the question whether BellSouth should be required to identify all errors on a reject?

Page 123

A: Certainly.
Q: In looking at your testimony, I gather that BellSouth's OSS first identifies all fatal errors on a CLEC's order?
A: Certainly.
Q: What is a fatal error?
A: A fatal error is doing a quick high level scan and it essentially says are all the fields populated? And if they are populated, is the format correct? And it's not looking at any of the data in the field itself, which would be a higher level type edit, so it's just saying is the information in the fields there and is the format correct.
And it may not check every one of those fields for format, but some of them are very easy, just asking for a date, for example, and some numeric characters are in there when it's looking for alpha characters. I said it reversed, but it can immediately just say something is wrong here, you have to reject it.
Q: BellSouth is able to identify all of the fatal errors at one time?
A: All the fatal errors? As I said, it would be able to identify it if the field was not populated. I'm not certain that it does every one

Page 124

100 percent for the format, but it pretty much does to my knowledge, yes.
Q: Nearly all?
A: Yes.
Q: What is the BellSouth system that checks for fatal errors?
A: The LEO, L-E-O.
Q: If an order does not have fatal errors it pass through Leo and goes to LESOG?
A: LESOG, Local Exchange Service Order Generator.
Q: Does that have edit checks or is that in SOCS?
A: No. LESOG has edit checks. It's the much more sophisticated level of edit checks. In LESOG is where you have most of the SOER edit, the service order edit routine edits. Those edits also reside in SOCS, but the majority of those edits are applied in LESOG and that results in most of your clarifications.
Q: What is a clarification?
A: A clarification is where once the system electronically detects that there's an error by applying those edits, then it would electronically transmit that back to the CLEC for correction.

Page 125

As opposed to an error, which is where the system identifies as an error, but it has not been programed to send it back because the error could be a result of CLEC input or it could be a result of something with the BellSouth systems. In that scenario, it falls out to one of our representatives in the Local Carrier Service Center who has to look at the order, make that determination, and then based on that, he or she will either send it back to the CLEC or process it themselves.
Q: Once the service request gets to LEO, does LEO have the capability of checking for all remaining errors?
A: You're going to have to better define "all remaining errors."
Q: Actually I think I referred to LEO, which I didn't intend to. Let me rephrase the question and see if it helps us.
Once the service requests goes past LEO, doesn't have any fatal errors, goes to LESOG, does LESOG have the capability of checking for any remaining errors?
A: For all those that are programed in it, yes, which is most all of the SOER edits.
Q: So when LESOG sends back a clarification,

Page 126

it will include all errors that LESOG was able to detect?
A: Able to detect. There are some linkages there why they cannot necessarily always detect them all; but for all that they could, yes.
Q: You said there are some linkages that will prevent detection of all errors. Can you explain that, please?
A: Yes. I think I probably explained it somewhat on here. I don't recall exactly what I said, but let me just describe it so you can better understand.
Let's take a look at an order — let me think about this, the best way to describe it.
Let's look at an order for just a new line being established. It can be 1-FB, 1-FR, that's immaterial. So if I said they are going to establish a new line and for sake of conversation they are going to put Caller I.D. on that line. Well, the first thing that the verification has got to take place is the address, and if the address was incorrect, well, then we cannot process any further to take a look at anything dealing with that particular line being available in that Central Office; much less is that feature available in that

Page 127

Central Office. So there could be an error on that part, but first we've got to clear up the address.
And think of it, a different way how you could have this. Let's say that the order came through, but you made an error that went undetected by the systems in that you gave us the wrong address, but from our systems standpoint, it validated it was a valid address. So when it went to that Central Office to put that line, establish that line, it says, "Hey, guess what, Caller I.D. is not available in the Central Office," so it's going to send you back an error for a Caller I.D. when the error is really the address was wrong. Had you had the right address, it probably would have worked.
So there's some linkages like that that cause it to be unable to detect every single error.
Q: Let me understand that. You input the wrong address and so based on that, the CLEC rep might understand incorrectly that features are available that really aren't because the preordering system is going to look at the incorrect address that was requested and tell you that certain features are available?
A: Or it could go the other way. They look at the correct address, just if they had to reenter

Page 128

the address, they didn't prepopulate, they still somehow did something wrong and entered it incorrectly, just a typo; and, unfortunately, that typo matched another address.
Q: At what point does that order get rejected? Would it get rejected in LESOG?
A: LESOG, yes.
Q: So what would the initial rejection be for? Invalid address?
A: Let's go back to the situation because I think I twisted it a couple different ways for you.
But initially it was a problem with address, so let's use kind of what you described. Let's assume that the representative looked up something in a preordering activity that indicated that Caller I.D. was available, when in reality it was not. So they have a line request on there for Caller I.D. When they submit the order, they give us a bad address, it doesn't match up. Well, we're going to reject that back. It's actually, to use the proper, would be an auto clarification back to you for address. And it can't check the other.
Q: It would be someone's address, but it doesn't match the name and LESOG says "that doesn't compute, try again"?

Page 129

A: Well, no. The address is not doing a name validation. The scenario I'm saying to you, the address as entered is just totally incorrect, something is wrong. There's no address that exists like that in RSAG.
Q: It wasn't validated?
A: Maybe validated, but they have a typo error because they didn't populate the information in. For whatever reason you've got an address that is wrong and when the order comes to us, that address obviously has to be revalidated again as part of the order being checked for completeness and correctness.
So once it sees the address is wrong, it cannot go and determine what Central Office is serving and what features are available in that Central Office, so it rejects it back. So then you correct the address and you send it back to us on the next version for that order. Well, now the address is accepted and it gets going there saying, okay, this is the correct CO, gets here, Caller I.D. that you requested is really not available. So now you're going to get another clarification back. And that's a scenario where you just cannot program it. Either way, it's got certain linkages, certain steps it has to go through.

Page 130

Q: Can you identify any other linkages? Let's assume we get the address right. Any other linkages like that you can identify?
A: Those are the primary ones. I can't say there's not another one, but that's the one that immediately comes to my mind because everything on that order is driven primarily by the address, what Central Office serves that address, and then based on that Central Office, what features and services are available for that.
Q: So if we can submit to BellSouth a service request that doesn't have any fatal errors and has a correct address, BellSouth should be able to identify all remaining errors in one fell swoop and send that back to us?
A: There are some situations, I'm trying to think of one where before you get down to the feature itself, they have to determine something in CO. I'm racking my mind to recall it because I've dealt with this before.
Q: Take your time.
A: I can't recall it. I know the answer to your question is no. I know that scenario there is three levels because you have to look at the address, then you have to look at the line level, the order

Page 131

itself, the Central Office and the feature level. So I know there's three linkages in that scenario.

I'm trying to think of a situation where something would be wrong at the CO level and I can't recall it at the moment.

Q: Let me come at it one other way because you said that LESOG applies the majority of the SOER edits. Is it possible that you could submit a service request, no fatal errors, the LESOG applies the SOER edits, gives us a reject. We fix the identified error, resubmit the service request, go through LEO, go through LESOG, it gets to SOCS which applies the full panoply of SOER edits?

A: Right.

Q: And then rejects us for yet another reason?

A: Yes, there is. And that is where we haven't built that edit into LESOG for whatever reason. A lot of those were edits that either we haven't figured out how to build it in there ourselves, to program it, or something you don't see often enough that it's worth trying to build.

It typically comes back, if you looked at the flow through report, as 8825s, that's that error code associated with them. And most of those get

Page 132

assigned to BellSouth as something is wrong with BellSouth's system. Wrong is not quite the terminology. Something just in that algorithm to do that translation is either we may not have figured out how to do it. It could be that we have said, "We can't do this yet, we're still working on it." We still want you to submit it electronically because it still gets it to us where most everything is done and we have a rep going and then he changes one little thing and still get it to you going down. It is easier to process that way, better for you, better for us. So we say we take a hit on our flow through from that standpoint. So there are some edits that don't get applied until it gets into SOCS.

Q: In most or all of those cases, BellSouth takes the hit on flow through?

A: Yeah. I would have to go back and look at the numbers, but I would be willing to bet somewhere 65, 70 percent of those, if not a little higher, on those type of errors, we end up having to error against us.

Q: Can you give us examples of the kind of service requests that would get bounced at the SOCS stage for which responsibility would be assigned to the CLEC?

Page 133

A: I really don't have a good example for you. I have to go back and pull out some of the reports. If I brought a flow through report, you could look at it and maybe identify some. In thinking about it, we would have to go pull your individual data and look at your data to help you do the assessment. Your customer service manager could do that for you, because it falls in that big category 8825 and that says use a SOCS or SOER edits and it's all applied in SOCS. It's a gamut of things.

Q: The BellSouth rep using RNS, prepopulating an order like we talked about before, billing order I guess is the term you prefer, will RNS alert the rep to errors? In other words, tell the rep about an error before the request is even submitted?

A: Yes. For most of them they have built those same SOER edits in their side of that interface and built the module in there for them to be applied and give them errors back.

That's why the SOER edits are out there on our web site for those CLECs like yourself that would like to do that on your side of the interface. We have given you all that information.

Q: What version of the SOER edits do you have

Page 134

in RNS, is it the LESOG version or the SOCS version or some other version?

A: I don't know how they built it. I haven't looked at it from that detail before. Since RNS is applying across our whole region, nine states, they probably have it linked to the SOCS SOER edits. Same thing that you could do. You would have to take the decision, look at it — I'm not explaining this well, let me back up.

Look at your business plan where you're making a decision you want to go after certain customers and certain states. Now compare that and stay focused on whatever you want to do for consumer for sake of conversation. Now compare that with BellSouth who has to provide service to all consumers across all nine states and, you know, really in today's environment we don't have a choice to say no to anybody. So you may elect from a programming standpoint to build some subset based on your particular market plan, your business plan that you're driving towards, because you don't need all those SOER edits because you're not going to be providing the products and services to all those different types of customers. So we would take probably a larger approach and try to look at

Page 135

incorporate more than you might want to do.
Q: I've forgotten the terminology for the service order generator from RNS. Can you remind me?
A: SOLAR.
Q: FUEL and SOLAR?
A: FUEL and SOLAR.
Q: I would gather since a good bit of the SOER edits are built into RNS, it would be pretty rare that you saw any error on an RNS order?
A: The SOER edits are placed in FUEL and then SOLAR is the service order generator component within RNS. To answer your question, yeah, but that's a fair assessment, they have a very high flow through, we report their, essentially their flow through component and it's typically 96 percent or so and has been steady at that for, you know, month after month for a long time, and that's why it's driven.
But they still have some errors, they still have some things that they have not programed or could be a glitch in the system or whatever that's preventing certain things from actually making that total electronic transmission to be provisioned.
Q: Is there an equivalent for BellSouth retail to LEO? Is that FUEL or SOLAR or something else?

Page 136

A: Well, they can build in addition to that. They can build just within their presentation system probably some LEO type edit that says you have to put something in this field. If you don't put something in this field, you know, this field may be linked to another field; if you have something in here, you have to have something in this level. It's a low level type edit check.
Q: Who is the "they" that you are referring to?
A: They being the programmers behind RNS that provide the support for that application.
Q: But is there a system equivalent to LEO in BellSouth's retail system?
A: No. No. But what I'm just trying to describe, no. No is your answer.
Q: Okay. Then FUEL and SOLAR are the equivalent of LESOG; is that right?
A: Yes, that's the way to look at it. FUEL houses all the same edits that you would have housed in LEO and LESOG and then SOLAR is doing that service order generation component, translating that into the sales service order format.
Q: In RNS do you get the equivalent of a fatal reject?

Page 137

A: I think their equivalent would be just an on screen up front edit right then and there that would say no, you've got to put something in this field and that would be the equivalent.
Q: So once the service request is sent, really the first thing that would parallel the CLEC process would be FUEL and SOLAR and which would be, as you said, equivalent to LESOG; and FUEL and SOLAR apply the full panoply of SOER edits to the request?
A: Whatever they have built in there, which I think they have built probably more, I know they have built more in there than you probably would for your design, because as I discussed, the overall region and the clientele they are trying to serve.
Q: So then once it clears FUEL and SOLAR, it goes on to SOCS and there may be a few edits that would be applied there, which means that there is some possibility of multiple rejects for BellSouth, but that possibility sounds like it's substantially less?
A: Well, substantially less if you view it only from the standpoint of the way they have designed RNS to apply those edits. It is not substantially less from the way that we designed LESOG.

Page 138

What I'm saying to you is the way they designed RNS to do that, you have that same opportunity if you want to choose to make that investment based on us giving the technical specifications and SOER edits and so forth to come up with it.
Q: We'll still have to go through LEO, LESOG and SOCS, three steps, and the BellSouth request is just going to go to the FUEL/SOLAR step and the SOCS step; right?
A: Yes, but now you're talking about a matter of seconds, maybe a few minutes to go through that electronic step and have that edit applied.
Q: My question didn't go so much to the timing as to the possibility of serial rejections.
A: Okay.
Q: For the CLEC, you could get a rejection at LEO, get it bounced back to you — I'm sorry. Yeah, that's right. And then a rejection at LESOG, get it bounced back to you, and then clear LEO and LESOG and get a rejection from SOCS.
BellSouth, you're going to get whatever errors that FUEL and SOLAR are going to find and then if you submit an order that clears all that, the only other possibility is you might get an error and a

Page 139

reject out of SOCS?
A: True, because the way the system is designed, that's the common entry point. SOCS is the common entry point. So viewing it from the way you described it, the answer is yes. But also add to that what's in LEO and LESOG, I mean if you want to make the investment, you can program that to your side of the interface before you ever transmit the order to us.
Q: Looking in your testimony, you suggest that it might be possible to improve BellSouth's system for CLECs to reduce the possibility of multiple rejections. Do you recall that testimony?
A: You have to point me to it.
Q: It's at page 25, starting at line 10?
A: Are we on direct?
Q: On direct. The question was put to you whether BellSouth could change its systems as WorldCom is requesting, and your answer was that possibly, but only at considerable time and expense.
A: Okay. I have read that.
Q: Can you elaborate on that, please, how much time, how much expense?
A: I don't have any ballpark figure for time and expense because I don't have any situation that

Page 140

is in front of me.
What I'm trying to say there is if MCI or any CLEC has identified a situation where we should have been checking for and should have caught it and it can be brought to our attention, we're willing to look at that to see if we can improve our system, because it's our desire to be able to do as much of those checks. We don't want them going back and forth to you; it creates work for us just like it does for you. We don't want that to happen. I can assure you that's not in anyone's best interest.
But you'll have to qualify and understand my prior statement, there are certain ones that there are linkages that you cannot build into the system. That's what I'm trying to say here. Maybe I don't say it as well. I guess at this point, page 25, I'm rattled enough. I had more than what I'm trying to win a contest of how much I could put down here, but that's what I'm trying to say to you.
Q: So as I understand what you're saying is, your testimony is that there are certain problems that probably can't be programed around?
A: That's right.
Q: What you're referring to here on page 25 would be certain modifications that might improve the

Page 141

process, but they wouldn't alleviate all the problems that you've described?
A: That's right. And when given those errors, those 8825s I referred to, those may be such that it's just not — I don't have an example to express to you, but those may be such that you don't see them often enough that it's worth programming.
I would have to find one to show you, but usually when you're doing a deposition, you say here's an anomaly, it occurs out of 50,000 orders, we have seen it one time. Would I program my interfaces to check that? Probably not.
Q: Let me ask you for a minute about manual systems. This is a general question and maybe you can steer us in the right direction here. What systems are in place to catch all errors at one time for manual orders and orders that fall out from manual processing?
A: Well, now you're including human intervention to be a part of that process check. That's the person — let's focus first on one that is submitted manually.
Q: Okay.
A: Now when you submit that order to us and let's say you submit it via fax, we're going to take

Page 142

that order into the Local Carrier Service Center and it's eventually going to be assigned to a representative to enter that order and process it. That person is going to physically look at it first to say do I have everything here, it's equivalent to a LEO type check. Do I have everything filled in? Is there something critical that's missing that I cannot go forward? They identify something like that and their task to is to look at the entire order, not just say here is one and stop there. Look at the entire order and then identify those errors and send it back.
If you don't identify any errors, then you go to starting to input it and there once again they are going to use DOE or SONGS to input it. DOE and SONGS do have some up front edit capabilities themselves. Usually those type of edits come back hopefully that the rep has the correct information, it's just typos of whatever, but something could happen there. They cannot go any further. They may have to send it back for clarification because the system is saying something is wrong. That could result in an error.
And then the third place where it could happen is what we've already discussed. Now they

Page 143

have submitted it through DOE or SONGS and SOCS still picks up something. Then that will come back to that rep who entered it, he would have to look at it and say, "Okay, did I enter something wrong or is there something wrong in the order?" Make that determination and send it back. That's a scenario of 100 percent manual.

Q: Let's move over to falls out for manual processing.

A: There's really not anything different from a fall out for manual processing itself. But at that stage the high level LEO edits should have taken place, so you've had a little bit of a scan from the system. It's just identified because the type of order it is that it has to be processed via DOE or SONGS because we have not built the algorithms in LESOG to do that translation.

So in that case, it will hit a rep. Instead a rep is looking at this order on a screen. They are claiming it in LEO itself. The system automatically identifies it, sends it out there and puts it in electronic queue for those reps to claim so they are working from that system. But they have to turn around and enter it and once they turn around, they are working off the same terminal, they

Page 144

will have the LEO top half of screen and then they'll go into DOE or SONGS on the bottom half of their screen. They have to rekey that order at that point and then all the steps are the same.

Q: When you say claim, what do you mean?

A: I mean the individuals claim that this is going to work, the individual representative in the Local Carrier Service Center. Claim is just a terminology we say that it's been placed in a queue, so now they go into LEO and they say okay, I've got this one and they electronically are saying I'm working on this one, so they have claimed it.

Q: Actually there is one more thing that you could clarify for me just for my own edification. You described how a BellSouth rep builds an order in ROS and then that order is submitted directly to SOCS without any intervention by a system like LEO or LESOG that involves service order generation?

A: Uh-huh.

Q: When an RNS, on the other hand, does involve service order generation, as you've just described —

A: Yes.

Q: — what is it about an RNS order that requires service order generation?

Page 145

A: It's just the way they have designed the system RNS. I really have to get — a system designer could speak better to it. The way they develop and get the information, collect the information from the customer, the end user customer they are talking to. Typically those orders are being developed while they are talking to someone, and it is a windows based point and click type technology. The collection of that information for the order is one thing. They are also collecting some information, frankly, for marketing reasons for them, they want to know more about their customers and such. And my understanding is that has not — that collection of information is not formatted into that SOCS compatible format. It's just the way the system was designed.

A lot of that was built around the FUEL's component, which was doing English translation, getting information so they would have an English translation of USOCS, because USOCS is a main driver behind the order format to begin with. So in that design, at that point when they develop it, that's just the way they designed it.

So then they applied the SOLAR. They said, "Okay, after you collect all this information,

Page 146

point and click, you put all this down there. Now take it, reformat it, put it into the format that SOCS will accept it. It's just a matter of design.

Q: Let's talk about Issue 90, which has to do with completion notices for manual orders.

A: Yes.

Q: Does BellSouth provide an electronic completion notice when WorldCom submits an electronic orders that falls out for manual handling?

A: I'm thinking through it. I know when it doesn't fall out, it is fully electronic, yes. I know we give you FOC back for those.

I'm not sure. Most likely not. I'll have to verify that.

To make sure I understand, you're saying you submit it electronically, it has fallen out by design, do you get a completion notice back on those electronically?

Q: That's the question, yes.

A: I'm sitting here thinking through it. I thought you did, but now I have a doubt in my mind because I'm thinking through how the system works. I would rather verify that for you.

MR. O'ROARK: Okay. Mr. Twomey would you all be willing to follow-up on that one?

Page 147

Mr. Pate is saying yes.
MR. TWOMEY: Yes. I will not disagree with my witness on that point. Ron, do you know exactly what you need to follow-up on?
THE WITNESS: Yes, that's simple.
MR. O'ROARK: Thank you. I appreciate that.
Q: (By Mr. O'Roark) Just for purposes of talking, at one point you said you thought that we probably did not get an electronic completion notice. I know you don't know as you sit here right now, but is that what you think the answer is?
A: I think the answer is actually you do. But then I said it both ways, I do believe she's probably got it recorded as such. That's why the doubt come into my mind. I would just rather verify it.
Q: It's clear that you've said you don't know, so?
A: That's right. I've gotten the answer to that before and I should know and I apologize to you, but I want to make sure I answer it correctly for you.
Q: Let me ask you this. If it's the case

Page 148

that you do provide the electronic completion notice for electronic orders that fall out, can you explain why it wouldn't be possible for BellSouth to do the same thing for purely manual orders?
A: The reason is that the record is built in a system, the LEO system, which comes in electronically for us to identify, link that response back to you electronically and make that transmission. When it comes in manual, there is no LEO record built, it is all entered directly into SOCS via that DOE and SONGS.
Q: Is that true even for a residential order? Say a residential order falls out for manual handling, it wouldn't go through DOE or SONGS, would it?
A: Yes. If it falls out by design, not falling out for an error, falling out by design, DOE and SONGS in the LCSC is the only input mechanism to date.
Q: Even for a residential order?
A: Yes.
Q: Now are there cases when the service request falls out for manual processing because of a WorldCom or a BellSouth error and it does not result in a reject?

Page 149

A: It may not result in a reject to you, you know, because we would correct the error and get it back in the system.
Q: Which system? Say it's a BellSouth error on a residential order, it falls out, BellSouth fixes it. Does it go the LEO/LESOG route or the DOE/SONGS/SOCS route?
A: Well, sometimes a lot of those, what they typically do, they essentially go right into SOCS. They can directly access SOCS itself.
Q: Without —
A: If the order has already passed the SOCS and that's where the rejection is coming back to, they can go there and fix it there directly. And that way it would be fixed in terms of the system downstream provisioning being able to accept it and everything would continue on its path.
See, that's what we prefer. What we're trying to do when something falls out for an error is use everything that's already electronically built and then be able to go in there and do whatever additional entries to make it be accepted by SOCS. So you have a couple entry points to do that and SOCS is one. Then they could also go into SOCS potentially and pull the order back to DOE, massage

Page 150

it for lack of a better term, and submit it back. So they don't have to rebuild everything.
Q: Let's talk about BellSouth's retail systems for a minute. When BellSouth turns up a service for a retail customer and that order is completed, I would assume that fact is communicated electronically so that BellSouth can begin billing its customer. Is that true?
A: Well, it is not communicated electronically back to the call center, the retail centers.
Q: Where is it communicated?
A: Well, the systems itself, our billing systems are populated with the fact that it's completed, and billing will start that way.
Q: Can you trace for me, let's say you had to roll a truck and you turned up a customer and so at that moment in time the only person in the world that knows that the customer has been turned up other than the customer is the BellSouth technician.
A: Uh-huh.
Q: How does the technician's knowledge get communicated from him to BellSouth's billing system?
A: It's electronically going to be. I mean when it's turned up, the system itself is going to go

Page 151

or that order, shall I say, is going to go to what is referred to as a CP status, which means it's completed, and that's going to drive it to our billing systems which is based out of CRIS to show the service is in place and the billing will start.
Q: I've heard testimony before that BellSouth technicians have hand held terminals that they use?
A: Yes.
Q: Does he enter the completion status in the hand held terminal and communicate it that way?
A: Yes.
Q: What does the hand held terminal communicate with?
A: Well, SOCS is still your foundation where everything is. At that time actually — let me think through here. I said SOCS is your foundation. SOCS just shows the record of the status of the order. So it's going to be updated, and that's what I meant by that. If you're familiar with our tool, I think I talked about in the testimony CSOCS.
Q: Yes.
A: That's looking at the SOCS order itself. So that is going to be updated, but it is going to be updated from his terminal and I would have to go back and look at some diagrams and see how it feeds.

Page 152

Q: Well, putting aside the actual transmission path —
A: Yes.
Q: — that information is communicated electronically from a hand held terminal and is transmitted one way or another to BellSouth's billing systems so that BellSouth can start billing the customer?
A: Yes.
Q: Is the fact that service has been turned up transmitted to any other BellSouth system? For example, to BellSouth's main incident repair systems?
A: Those are all linked obviously, so that if you have a trouble ticket come in the next day, he's got to go back and look in the system to see that that account obviously exists for a new record. So you have a different system that you have trouble tickets submitted into; that's LMOS, L-M-O-S, but it would be linked to show that you have a service established for this name, this telephone number, this address and what those services are.
Q: I'm trying to get a picture in my mind and I'm not quite there yet. I understand that this information gets to the billing system, gets to LMOS so that BellSouth knows that how to maintain or

Page 153

repair this customer's service. Does the fact of completion go to some central repository that then feeds the different systems that need to know about it, or how does it work?
A: The Customer Record Information System, CRIS, is really your central repository for the customer itself. That's where your customer record is, that's where the CSRs are driven from, and that's going to be the main thing that you're going to look back to say do I have an account established, who is it with and what's on it.
Q: Is that what that technician's terminal communicates with? Does it somehow get that fact of completion into CRIS?
A: Well, that — and this is what I was thinking through in my mind earlier. That technician is probably working through WAFA or LMOS. That's how they get dispatched. So there has got to be a communication patched through that channel to close it out. But it eventually drives to update the CRIS record. It says now this service is on this account. If it's a new one, it establishing a whole new record. If it's like the scenarios we talked about earlier, where you're just adding Caller I.D., this comes back and says, "All right, as of this point in

Page 154

time, now Caller I.D. works on this account, start billing for it."
Q: I suppose in addition to making the change in the CRIS database, there has got to be some trigger that lets the billing people know start billing this guy?
A: Right. That CP notification is the trigger that gets to them. You would have to, I'm sure you've met before Mr. Scollard who could describe more of the billing cycle from there.
Q: We talked about the billing system, the maintenance and repair system, updating the CRIS database. Can you think of any other place in BellSouth's system that completion information goes to?
A: Well, I can't think of any others. All those systems you described plus CMOS we talked about which gets to the terminal assignments in the Central Office, that was part of provisioning cycle, that all those records were updated and assigned as making that service available.
So LFACS has been updated, CMOS has been updated, and the record now has been established in CRIS. And the CP status, that's the completion status, says "now it is done, start billing."

Page 155

Q: We can agree that it's important to know when service has been turned up so they can start billing your customer?
A: Certainly.
Q: You mentioned CSOCS a minute ago, so let's talk about that a little bit.
A: Sure.
Q: BellSouth provides information on CLEC Service Order Tracking System, known as CSOTS, and CSOTS provides completion information on a web site?
A: Yes.
Q: So for a CLEC such as WorldCom to use CSOTS, it would be required somehow to monitor periodically that CSOTS' web site?
A: Yes, some way I would imagine.
Q: And develop some way of taking that completion information off of CSOTS and somehow inputting it into WorldCom's systems?
A: I don't know what input you would want other than it is just completed. I don't know how your systems work.
Q: Well, to get it to the billing system as BellSouth needs to to get it to our manage repair system as BellSouth does and so forth.
A: Right.

Page 156

Q: To update our customer records.
A: Well, I'm just assuming that you probably just build in all that as part of your submission of the order. That was built into your record and the only thing that you lack is that "it's completed, start billing."
Q: Yes, and that fact somehow has to be gleaned from CSOTS and then distributed to the various systems that might need to know?
A: Sure.
Q: So whereas the fact of completion for BellSouth is communicated to its systems electronically, WorldCom would have to go through some kind of manual process to get the information off of CSOTS into its system?
A: Most likely at this point. I have not looked at is there a way for WorldCom to build any type of linkage to get electronic feed from CSOTS. I don't even know if it's possible. But what I've described for you here, the answer is yes.
Q: Let's talk about Issue 91, which has to do with FOCs.
Mr. Pate, let me show you this contract language at issue and then maybe we can make some progress here. What we're looking at is 3.4.1.1. and

Page 157

then 3.4.1.2 through 3.4.1.2.4.
You'll see that Section 3.4.1.1 is agreed upon language because it's not in bold, and the last sentence says that BellSouth will process and complete service. That's not the last sentence, excuse me. The last sentence says, "Intervals for FOC returns and for installation of services shall be as set forth in BellSouth's Interval Guide available on the BellSouth web site."
And then in the following sections that are in bold, there are some specific intervals set out.
My question to you is whether you know, are the intervals that are set out in the bold sections any different than what's in the Interval Guide?
A: Let me read it now.
Q: Sure.
MR. TWOMEY: Mr. O'Roark, I don't believe Mr. Pate is involved directly in the negotiations. Do you mind telling him whether that bold language is language proposed by BellSouth to which MCI has not agreed or MCI language to which BellSouth has not agreed?

Page 158

MR. O'ROARK: It's the latter, language that WorldCom has proposed.
MR. TWOMEY: Just for the record I think, I'm not sure we said the document we're looking at is the proposed interconnection agreement.
MR. O'ROARK: Initially for Florida.
MR. TWOMEY: For Florida.
MR. MONROE: It's the same language in this instance for all four states.
Q: (By Mr. O'Roark) Come to think of it, you have that Interval Guide in your testimony. Is that something you could cross check?
A: That's what we're going to do.
Q: Great.
A: Now the first thing that you know that we object to is in the very first one, 3.4.1.2, and that says that all such FOCS shall be firm commitments base on BellSouth checking available facilities.
Q: I understand that, and let's talk about that point in a minute. You're right, I meant to start with the section immediately after that.
A: Okay.
Q: Is this DS-1/DS-3 from your office transport?

Page 159

A: That's what I have down here in the Interval Guide.
Q: We think so, because some of the later provisions talk about loops?
A: Okay, because our Interval Guide, and I'm looking on page 17, for a dedicated interoffice DS-1 for a quantity of one shows seven days. And for DS-3 it shows 14 days; however, it has the asterisk we talked about earlier that includes the Service Inquiry associated with that.
When you get those dedicated local DS-1s, those dedicated DS-3, same intervals but different products, that's why I'm trying to distinguish what you're specifically referring to.
I seem to recall I had something on this in the rebuttal testimony. Let's see if I did any type of comparison for you there. No, I don't see that we did. I must be in the direct.
Q: The purpose for my question is actually pretty straightforward. There was like some understanding on our part that we were picking up the Interval Guide intervals in those sections and if that were not the case, then that would be helpful for us to understand.
A: It doesn't look like you are. That may be

Page 160

where there's some confusion. And sometimes, the Interval Guide, you really have to get clarity exactly what are you referring to. I just did, for example. Particularly when you get into Unbundled Network Elements, that's where I personally get confused not being an engineer.
Q: Do you feel comfortable enough with the Interval Guide to guide us through this?
A: A little bit. For example, if you look on page 15 of the Interval Guide, it refers to a four-wire DS-1 and a PRI digital loop. Are you referring to that? Is that what you're trying to capture here in your Interval Guide? That's where confusions can come. And I'm not going to be the Unbundled Network Element expert for you in helping you define the products.
Q: Is the last service, DS-3 loops, in the Interval Guide?
A: I just see it clarified. I guess I was saying dedicated interoffice DS-3, interoffice transport on page 17.
Q: But not DS-3 loops?
A: I don't see it categorized that way in the Interval Guide, no.
I was trying to take a look, as we talked

Page 161

about this, back on my direct testimony on page 29. Part of our concern was also the quantity. We could not tell your quantity that you were trying to describe to us, whereas in the Interval Guide, for example, in the four-wire DS-1, we have a different interval for if it's one to five, it's two days, if it's six to 14, it's three days; and anything over 15, we would need to negotiate with you.
Q: Mr. Pate, since it appears that there's not anything in your Interval Guide for DS-3 loops, do you know what BellSouth would propose for the intervals?
A: What I'm interpreting, and once again I'm not the one that could give you the product definition in these various loops. You're getting beyond my expertise.
I work more from the systems and the design to maintain the intervals and then the provisioning cycles. There is, once again, the dedicated interoffice DS-3; I don't know if that's what you mean because you called it, what, a DS-3 loop?
Q: Yes. Ordinarily loop means something different than a transport facility.
A: Right.

Page 162

Q: I mean is there such a thing as a DS-3 loop?
A: I'm going to show my ignorance there. I just don't get into that level of product definition, so I don't know. I have to find out.
When we look back under the Unbundled Network Elements, we may be calling the same thing by a different name, which is, of course, a concern. We have a two-wire, we have the SL1 and SL2, and I know you're not talking about those groups. Wire analog voice grade group, you're talking about a digital, you're not talking about that. And we have a wire DS-1 and I think PRI, which maybe stands for primary rate digital loop, I think you're talking about in here, but this categorizes it as a DS-1. Then we go to two-wire ISDN digital and four-wire 56 or 64 kilobits digital.
Unless they are bridged in those prior definitions, I don't know, I can't make that distinction for you.
Q: My understanding is that there is a provision for a DS-3 loop in our contract and there is such an animal and that BellSouth would be required to provide it; but regardless, as you sit here, you don't know what the intervals would be?

Page 163

A: I apologize, I can't make that cut for you or that transition for you reading the book.
Q: Let's come back to the Provision 3.4.1.2, where the parties still disagree concerning whether FOCs shall be firm commitments based on BellSouth's check of available facilities?
A: Yes.
Q: Maybe we can start here. There are a number of FOC intervals of a week or longer, aren't there?
A: Looking in the Interval Guide, yes. Usually those are quantity based driven or relate to where the Service Inquiry is required.
Q: Let's talk about the ones that are a week or longer and there is no Service Inquiry required.
A: All right.
Q: Why would it take you a week or more to return the FOC if you don't check facilities?
A: I'm trying to look for one here just to understand.
A lot of these deal with the order itself and it could be the building of the order, the loops themselves have to be built and entered. You know, a lot of these are still manually driven, because that's what we're primarily focused on here. If it's

Page 164

electronic, the FOC is not an issue. These are manual orders. So it's the complexity of the order itself and the entry of the order is what would be driving this.
Q: So that BellSouth can't return the FOC until the Account Team billing the order completes its work?
A: Yes. What gets you the FOC is when you enter the order using DOE or SONGS for those manually, for those manually sent orders.
Q: It's got to pass successfully through SOCS before you get an FOC?
A: Yes.
Q: So what I hear you saying is that it's not that it takes the FOC a week to find its way from SOCS to WorldCom, but rather it may take several days to bill the order and submit it. Once the order is submitted, the FOC would be returned fairly quickly assuming it's a valid service request?
A: That would be my understanding, but I seldom get into the level of the detail of these orders. Once again, when you look at the Interval Guide itself, quantity drives the days. Some of these where you see the largest time frame for days has an asterisk, that's being driven once again by

Page 165

the Service Inquiry. The other is being driven by the complexity of the order.
Q: You touch on this in your testimony, but I think we talked about it here. Why is it that there's a Service Inquiry required for some services and some UNEs, but not others?
A: Well, it gets back to that particular type of service. You've got to make sure that the facility that's being provided can support that service or if it's a designed service altogether; and so in those cases you're going to have to go out and look at the facilities and that's what the Service Inquiry process is doing.
Q: Well, for example, looking at page 15, looking at unbundled loops, the first several entries for loops do not have asterisks?
A: That's correct.
Q: You don't hit the first asterisk until ADSL. Why wouldn't you check facilities on those loops?
A: This is where you have to get an engineer to better answer your questions. Just getting back to what, is there any physical attribute or characteristics you need to be able to provide a UNE a two-wire analog grade loop non-designed, what was

Page 166

referred to as SL1, and the answer is no.
Now I couldn't get any more technical with you, because I'm not the engineer.
Q: But you do need the loop to be there?
A: That's right. That's right, but you are not having to — we may be able to use loops that have some physical characteristics that go far above just being able to do this that could supply you with that, but if you were trying to get a particular type of service that requires specific attributes or characteristics on a loop, you've got to make sure that that type of facility exists. Am I making some clarity?
Q: Let me ask you this. The problem that CLECs sometimes have is they will order a loop of some kind and it comes time for the cut-over, maybe a day before, BellSouth will go out and check facilities and they thought they had them, but they don't, so you have to put off the cut-over.
A: Right.
Q: You've heard of situations like that?
A: Certainly.
Q: And that's really the situation we're trying to avoid. That's WorldCom's interest in having the facility checks done to avoid precisely

Page 167

that problem.
And let me ask you this: With the Service Inquiry process, we're not talking about BellSouth rolling a truck out to the premises to actually check for copper pairs. We're talking about looking in the LFACS system to see if at least BellSouth's records indicate that there are available facilities; is that right?
A: That's what I understand you're asking for. You would have to tell me, but that's what I hear you.
There are two things here. I mean you have the LFACS, which is the inventory of the system, but I think I stated earlier to you sometimes the information that's in there is wrong or it's right and you get out there and still the facility that you are trying to use, it doesn't work, something is wrong with it.
Q: As I understand it, what we're really — we're not so much talking about the problem of the information being wrong. We're talking about at least checking the information.
A: Okay.
Q: Because your information might tell you you're out of loops out there.

Page 168

A: Uh-huh.
Q: Let's say we're talking about one of these FOCs that takes a week to return because you've got to build the order. Why couldn't BellSouth make a Service Inquiry at the beginning of that week and have that information come back before it was time to submit the order?
A: Well, I'm not aware, first off, on one of the small quantities if that takes that long, a week. That's a long time unless there's a Service Inquiry involved. There may be some in here, but I'm not talking about any interoffice type trunking, I'm just talking about loops. I don't think there are any that fit that category.
Now with that said, the processes, the way they are designed and built, and once again is we work under the presumption of the facilities are there. We do it for our retail units as well. And that has proven to, from our years of experience, to work and we're usually going to meet the commitment dates associated with delivery of that service.
What you're asking for us to do is something different than we do for ourselves.
Q: I understood BellSouth's position to be that it doesn't do cut-overs for itself?

Page 169

A: What I'm talking about here is just checking facilities, period.
Q: Would you agree that BellSouth doesn't do cut-overs for itself?
A: I don't think we're talking the same terminology. When you say they don't do cut-overs for themselves, I don't understand.
Q: A cut-over of service, as I understand it, is CLEC wins BellSouth customer, BellSouth needs to swing loop from say termination point on the main distribution frame to the CLEC collo so that the CLEC can turn up service?
A: That's a cut-over, but you'd have to say when we establish service, you know, we are putting facilities, making those connections. It's not necessarily a cut-over like you just described, but we still have to make those same connections from whatever end serving — loop serving to our CO, how do you make that connection? We still have to make all those connections to get the transmission to our customers. All that has to be put in place as part of provisioning. I'm a little confused by your question. Once again, I'm not the engineer here.
Q: Well, I mean we had discussed the problem that sometimes arises where, say, WorldCom orders the

Page 170

service. A day or two before the scheduled cut-over, BellSouth discovers there's not facilities and everybody has got to reschedule?
A: Right.
Q: You know, if you're lucky, there's no customer who isn't taken down, but there are still problems. We're exploring how we can avoid those problems, if we can.
Are you saying that BellSouth does or does not face that comparable situation?
A: We face that comparable situation. Mr. Milner may be able to speak better to it. He's the engineer that can speak to provision and help give you some clarity. What I'm saying to you is when we're out there with a BellSouth retail end user customer, we can have cable in pair situations and assignments we've all made and you get there and you realize you've got some bad assignments.
Q: That point is even if you do the Service Inquiry, your information may be wrong and when you get out to the facility —
A: Yes.
Q: — it still may require postponement?
A: That's right. And that's because once you get out there to actually start up that facility and

Page 171

you have something wrong, it gets into the pending facility, that PF status.
Q: Understanding that doing the SI process may not solve all the problems, it still may solve some of the problems by identifying well in advance situations where facilities are not available. Is that fair?
A: It may identify some. You know, from a business standpoint we made the decision it doesn't identify enough to make it worth the time and expense to do that.
Q: And if WorldCom makes a business decision that does think it's worth the time and expense, where does that leave us?
A: That's where I said earlier if WorldCom is willing to pay for it, willing to retain and take a look at what it is we can do to accommodate you.
I think I gave you two things just for consideration. One is if you want something unique for you, give us a bona fide request and we'll see if there's something we can build, design for you. The other was if it's something for the CLEC community as a whole that we don't have it place, you know, take it through the change control process and see if there is an item of interest there, and then we would

Page 172

have to build that in our overall process.
Q: Since we're asking for the SI process in this proceeding, can you tell us how much you would charge us to provide it?
A: I don't have any idea. I can just use just so you can have something to understand. If you look at a loop qualification, don't quote me to this, but I think if it's not available whereas you can get it electronically in LFACS and we have to go do a manual Service Inquiry, ballpark figure is like $150 charge to do that. That's ballpark figures. Your situation would be unique to you to define what it is you need.
Q: My understanding of BellSouth's position is that where an SI inquiry is not being done, that interval would have to be lengthened if you were going to do an SI in addition?
A: That's right.
Q: Is BellSouth willing to quote us those longer intervals that will give us the SI?
MR. TWOMEY: Let me object to the form of the question. I don't agree with the predicate of the question that you are asking for BellSouth to do certain things in this proceeding. I think the issue in

Page 173

the proceeding is does the act require us to do it. And I think that I just need to say that for the record.
I guess what I want to make sure is we're not — you have not just made a bona fide request for us to do something in this deposition. At least we don't accept that.
MR. O'ROARK: No, I wasn't intending to. There is a bona fide request process in our contract and I'm not purporting to —
MR. TWOMEY: Right.
MR. O'ROARK: — go through that.
MR. TWOMEY: I understand that, but you followed that with a statement that since we're asking for it in this proceeding, will you give us a quote, and I just think it's important for me to say on the record that I don't think we agree with you that you're asking for it in this proceeding. I think we're asking the commission to resolve the question of whether the Act would require us to do it, which I think is a subtle but significant difference between those two questions.

Page 174

But he can answer your question.
MR. O'ROARK: We're certainly proposing a language that would require BellSouth to undertake an SI process for us.
MR. TWOMEY: Understood.
Q: (By Mr. O'Roark) But, yeah, returning to the question. I mean, you know, thinking in terms of resolving this issue, if BellSouth's real concern is that if we do an SI, we can't get the FOC back to you within our stated intervals, is a possible resolution to lengthen the intervals a little bit so that you can do the SI and get us the FOC back within a reasonable time?
A: I'm thinking about it from the way our systems work and right now there's not an up front facilities available confirmation electronically the way the systems work. I don't know how to do it without some manual intervention which is not what you want I don't think.
Q: The way you do it today is you would have to go to your outside plant manager and have him look it up and tell you whether the facilities are there or not?
A: That's right, but that requires manual

Page 175

intervention is what I'm saying to you. So that means things start dropping out of your system instead of being electronically able to be processed and flow on through. So that starts to create — it potentially could be, depending on the quantity we're talking about, a bottleneck here, where you would be submitting certain orders, say for the sake of conversation, whatever it is that right now is being submitted, you're getting an FOC back without a facilities check because the electronic system has taken care of all that. The facilities verification doesn't get involved until it's in the provisioning; that's when it gets into SOCS and gets passed downstream.

So what you're asking is for someone — there's not a way for the system to do it right now. You're asking for someone for all your orders to manually have to intervene and go do this facility verification, send it to outside plant engineering. We don't have a system way to do that. You're asking for manual intervention.

Q: Let me make sure I understand that. Are there — we're talking about business orders here?

A: Okay.

Q: Remind me what business orders can flow

Page 176

through for WorldCom?

A: Well, your simple business orders. All your resale business orders, I think you're primarily doing loops. Tell me if I'm wrong.

Q: I think that's right. So how about for loop orders, do those flow through?

A: There are some that flow through, yes. The matrix I referred to, I would have to have that in front of me to make sure I state it properly, but there are a lot that do not. That's a prime area where we're working to make it have the ability to flow through like we talked about earlier.

Q: So for a loop order that would flow through, the problem in an SI request would be that rather than getting an FOC back in a matter of hours, there would be manual intervention and it might slow the process down?

A: Yes.

Q: How about the ones that don't flow through? That's a manual process regardless on BellSouth's end, is it not?

A: Yes, it is.

Q: And so why would the manual processing involved with an SI be a problem for BellSouth?

A: Well, you are still asking to interject a

Page 177

new step in that process. Right now as we try to actually manage all of the workload that we have in LCSC, that's not one of those steps. We have some certain time parameters we're trying to turn all those orders around that come in manually, not just from you but from all the carriers that we serve, and still today we're at our best at about 20 percent of all our orders are still coming manually. And that's a great improvement, but quantity-wise it's a lot.

What I'm saying, to summarize my answer for you, is you're asking us to throw in another step and we have to manage associated with it. So it's not like you've got plenty of time in your current process. No, we're trying to use the current process to manage all that workload and turn it around. Now you're throwing in another process step in there.

Q: I understand, and my question really went to whether if we could give you a little bit more time to accommodate that step, whether we could get BellSouth to do the SI?

A: Well, it may be something that could be looked at, but understand if we do that for you and based on the way the contract has to be available for everybody, we have to open the door to do it for anyone. We can't do it just for you.

Page 178

Q: We understand the requirement of the Act in that regard.

A: Right.

Q: Presumably if you can arrange a process that would accommodate us, you could accommodate others with the same process?

A: That's why my suggestion is maybe to change control process is a good way to service that. I'm not trying to avoid the issue here, but that's the best forum that I know that exists to say, hey, CLECs as a whole, do you have an interest here? Should something be developed? And then, how does that impact all of our other systems and things like the Interval Guide and such?

Q: That may be something we would consider, but for our purposes here today, could BellSouth provide us with intervals for these services that included an SI where they don't delay?

MR. TWOMEY: Let me just object to the form of the question. Obviously, one of the purposes of this, the reason we're taking depositions, is to try to see are there areas where we're closer on these issues than we think we are. And to that extent, I have no problem with you

Page 179

exhausting Ron's knowledge on particular points or any other witnesses' knowledge on particular points.

I don't want to say inappropriate, that's too strong a word, I think it just might be better if you have specific suggestions. We're almost getting to negotiation points and you could maybe communicate those to Parky, who is really kind of coordinating the negotiation point. I just don't want to have a deposition become a negotiation session, because Ron doesn't really have the benefit as he's sitting here to consult with the appropriate people, and I just think it's not fair to the witness to ask him to negotiate for BellSouth on a point, although it's perfectly appropriate for you to exhaust his knowledge of the subject matter. I think that last question we're getting kind of close.

MR. O'ROARK: I'm about at the end of that line of questions.

MR. TWOMEY: Okay.

Q: (By Mr. O'Roark) Mr. Pate, you heard your

Page 180

counsel and it is true that others are negotiating this. I'm trying to understand this from the standpoint of technical feasibility. I understand you may not be the decision-maker who decides what BellSouth will or will not do, but you can provide us information as to what's feasible, what works, and that's what I'm trying to drive at here.

So with that in mind, let's return to the question of whether BellSouth could accommodate longer — well, would provide longer FOC intervals with an SI request?

A: Obviously that could be accommodated if it can be dimensioned, defined specifically what you want, which services. You mentioned some here and you saw the problems just the team here had trying to understand exactly what those are, relating it back to the Interval Guide.

So first off to dimension it, what is it. Then start to dimension it by quantity. You have to break it down; different quantities impact differently. Right now the language reads here, it's quantity 1 or quantity 50, so I think you would have to put a component associated with that.

Once you define all of that, I think it's appropriate to say is there something we can do so

Page 181

that you have a Service Inquiry process, is what you're asking for. It kind of gets linked back to one of your other issues.

Maybe there is a strong tie there. If you had the Service Inquiry process, maybe that would deal with this. It's just something — those two are so closely joined, as I looked at them, what you're trying to achieve here.

Q: Let's talk about one other issue. I'll be honest with you, I can't remember the number of it because it's only in Florida. It has an A, around 93 A, but I won't hold you to that. It's on the CSR parsing. We have already talked about parsing some today in connection with BellSouth's retail systems. I have just a few more questions specifically directed to that issue.

A: Let me say that —

MR. TWOMEY: Is it 96 A?

MR. O'ROARK: It could be.

THE WITNESS: For Florida?

MR. TWOMEY: I'm not sure. Let's verify that Ron is the witness for us. Have you covered his testimony?

MR. O'ROARK: Here is the situation, Mr. Twomey. This is an issue that was

Page 182

raised in Florida, it is not raised in the other states. We do not have testimony in Florida, but this is our one shot at the witness.

MR. TWOMEY: Let me say this. I have no objection to you asking Mr. Pate about the subject matter. You certainly are entitled to ask any BellSouth employee questions. I think that because we have tied the witness's testimony to the way we structured the depositions, at least it's implied by our side and your side that the witness that we produce is the most knowledgeable person on the subject.

As to this issue, I just don't want to be tied down to Ron being the witness on the subject, because it may be that when we file testimony in Florida ultimately on this point, that he's not the witness.

So just having made that disclaimer that somebody else may have more knowledge than he does, I have no objection to you asking him these questions. If he feels it's within his subject matter of knowledge, he can respond to it. If he

Page 183

doesn't know, obviously he doesn't know.
Q: (By Mr. O'Roark) Mr. Pate, given your knowledge of OSS, I'm assuming that you are the person in the array of BellSouth witnesses most likely to know about parsing or CSR parsing.
A: Okay.
Q: Do you have knowledge of that subject?
A: Sure.
Q: I suppose that would be — realistically that's probably something that falls within your bailiwick rather than say an engineer like Mr. Milner?
A: Yes, but we have had other witnesses testify on parsing, but I'm knowledgeable on parsing as well.
Q: I realize that this issue is not in testimony that you filed so far, but since we're ahead of the Florida testimony that's going to be filed next week, we sort of have to do the best we can.
As I understand what you testified a little earlier this morning, you said that BellSouth's CSRs can be parsed on a line-by-line basis?
A: Yes.

Page 184

Q: And that's because it's a fairly old database and was set up that way sometime ago?
A: That's essentially it, yes. That's the way it was designed from years back and that's the way we need the information for a service order to be processed.
Q: With the RSAG, on the other hand, the information can be parsed at a much more granular level?
A: Yes, that's just the address validation from RSAG.
Q: And that's because, is RSAG a newer database that was developed more to modern standards?
A: I really don't know the why behind it. All I can just say is that's the way that database is designed.
Q: As I understand what you've said before, BellSouth can take a CSR, use the line-by-line parsing capability and populate parts of an order so that manual intervention isn't required for those parts of the order. Is that fair?
A: Yes.
Q: But if a — and this is going beyond what you said this morning. If a CLEC wants to use a CSR, I suppose it would be your testimony that the CLEC

Page 185

could figure out how to do that line-by-line parsing so that the CLEC could also populate parts of the order without manual intervention?
A: Yes, because the stream of data that we're going to give you would be of a TAG interface, T-A-G, is going to be the same stream of data for that Customer Service Record that we supply to our BellSouth retail units.
Q: Is that also true of EDI?
A: EDI does not have the preordering functionality built into that, so that's why you would have to get it via TAG.
Q: I suppose you would recognize that if the CLEC's computer systems are designed to parse information at that granular level like RSAG, that the one thing the CLECs are not going to be able to do is to take that CSR data and populate their own internal systems with that data in a way that they can use it?
A: Well, I don't know that they can't. I'll agree with you that they would have to build a program to do that and that may be a challenge, but nor do I agree that they can't do it.
Q: Do you know for a fact that CSR data can be parsed down to the same level as say the RSAG can

Page 186

be?
A: Yes, I think it can. Yes. You would have to — there is delimiters. You know, this comes identified as a line of data, it's delimited, meaning there's a way it's defined in there in the way the stream is passed to you that you would be able to pick up probably if you knew how to do that. I'm not going to sit here and say it would be easy. You would have to figure out how that works for your system and your system design, how you populate your information.
Q: Is there a schema or a record layout that explains exactly how those delimiters work?
A: Yes.
Q: Not just for the line-by-line parsing, but the granular parsing, like the RSAG?
A: It explains the delimiters which, my understanding, breaks it down by some of those components, that schema does, and that's been made available. I don't know if it's made available to you directly, but I thought it was made available to someone.
Q: A schema has been made available to WorldCom. The parties still dispute whether that's sufficient, is my understanding of where we are

Page 187

today.
You said that the schema that has been provided allows parsing of some of the components. Do you know what components are parsable and which ones are not?
A: It gets back to that level of parsing, so I have not looked at that schema in a long time even though we have this issue coming up in Florida, so I have to go back and look at it.
Q: Does BellSouth have any plans to implement CSR parsing for CLECs?
A: There's a change request that was put in place — I know by whom, I think I can state here — a participant in the CCP.
MR. TWOMEY: Is the CCP publicly available?
THE WITNESS: No. It's limited now to just those participants in the change control process.
Let me say it this way, because you'll be able to look at it. It's a change request submitted under the change control process by one of your CLEC peers requesting parsing of the Customer Service Records; and the current status, it's my

Page 188

understanding of that change request, is that a change is to be obtained this month to look at parsing of Customer Service Records, so it gets back to LSOG 4 of compliance.
Q: (By Mr. O'Roark) what do you mean so it gets back to LSOG 4 type compliance?
A: LSOG 4 has some guidelines as to parsing for the records, and that's what I mean by being able to parse at that level. That level starts to drive some of the things I hear you requesting.
Q: So the current status is that a team is being formed to look at the issue, but as yet BellSouth has not committed to implement CSR parsing for CLECs?
A: No, we have not made that commitment, that's a correct statement. This has been prioritized as a high priority item by the CLECs as a group in the change control process. So all I can say is at this moment I don't have a status on that because the team has not been formed, but I know we treat that as a very serious process, so we treat this as a high interest item to the CLECs and will be looking at a way we can do that.
Q: When do you expect a decision on whether

Page 189

to proceed with the CSR parsing project?
A: I would expect that this year. We have still several months left in this year. What they have got to balance out, they being the whole IT organization that works these change requests, is to balance out being able to work that out along with all the other change requests and that's where the CLECs' prioritization request comes in to us. Since they prioritized it high, I would think that that assessment and what we need to do to move forward would be nailed down here before the clock expires in 2000.
That does not mean when will they do it if they decide they could, because there could be all sorts of other situations driving when could you actually have something in place.
Q: Does the deal consist of BellSouth and members of the CLEC community?
A: The CLEC community will obviously be involved in that team. I'm not sure if they're members of that team. It's usually primarily driven internally by BellSouth, at least that first initial assessment, and then they bring it back to the change control process, the CLECs that are participating in that, so that they can definitely be a part of

Page 190

helping make sure that's designed as what we need. It would be foolish for us to just work on something ourselves and design something that you don't or can't use. So that input is going to be built in there. I'm just not sure are they a member of the team or how that exactly works.
Q: To your knowledge, has anyone successfully parsed a BellSouth CSR to the granular level along the lines of RSAG?
A: We did it ourselves sometime back, if you recall those discussions, but I don't think a CLEC ever did it.
Q: Was that the outfit that Bell Stacy hired to parse back in 1998?
A: Albion.
Q: Albion, but they only parsed the line-by-line level, right?
A: I think that's correct. Which is what is needed to do the order. But you're asking for a further level and I'm not aware of anybody that's done it.
Q: Yeah, I referred to the granular level like RSAG. That's what I was meaning to convey. And as to parsing at that level, you're not aware of anyone who has done it?

A: No, I'm not.
Q: Just one more question.
MR. TWOMEY: Just one more? Don't feel constrained. Do as many as you'd like.
MR. O'ROARK: I don't.
Q: (By Mr. O'Roark) I want to circle back to one question that we may not have communicated on completely.
Going back to the DS-1 combo issue and BellSouth wanting to move us to a manual LSR, why can't you wait until you get an electronic LSR before you move us over to the LSR process?
A: Our position is trying to get uniformity for the whole CLEC community to make everything the same way. That helps us from our processing which helps us better serve you.
Q: I think you said, correct me if I'm wrong, that you are not aware of any CLEC today that's ordering DS-1 combos using LSR?
A: I'm not aware because I don't follow it that closely nor do I get any reports that break it down by product level.
I'm aware we have gone to lengths to define how to do it, build that process, and put

those procedures out on our web site so they can be submitted that way.
Q: But again just come back to my question, why can't you wait until you got it ready electronically before you shift us over?
A: It's just as I said, to have a uniform way for all CLECs submitting their orders using the platform that's been defined as the Local Service Request.
Q: But there's a uniform way of doing it today using the ASR that all CLECs can use, right?
A: It's worked obviously for you because you've done it. I don't know who else, if anybody else, does it that way. I'm just aware that you are doing it. But there could be others. I really don't know.
Q: Since you're not aware of others, why is uniformity such a great concern if we have a process that works for WorldCom today?
A: What I'm saying is, if there are others doing this or if there are others that are wanting to do the EEL, we're moving those others to make sure they do it through the LSR process and we would like for MCI WorldCom to be part of those others using the same process. Otherwise, we have to try to manage

ourselves internally, you know, separate processes, which makes us have two processes and resources dedicated to that, where we might be able to have them all dedicated to one Local Carrier Service Center where LSRs are handled, because the ICSC, which does the ASRs, is not designed ready for local service. So we have better expertise dedicated so we can better serve you.
Q: You could have everyone on the ASR process and then move us all over to the LSR process once it's electronic. Wouldn't that be better for CLECs?
A: I don't know that it would or would not. I can't speak to it. I would be speculating what would be better for the CLECs. You obviously think it would be better for you.
Q: We do?
MR. O'ROARK: That's all we have, thank you Mr. Pate.
MR. TWOMEY: I have no questions. Does anyone on the phone have any questions? Is anyone on the phone? Hello?
MS. BANKS: Can I get the name of the court reporter and a phone number to reach her?
(Deposition concluded at 3:05 p.m.)

INDEX TO EXAMINATIONS

Examination	Page
Examination by Mr. O'Roark	3

INDEX TO EXHIBITS

Pate Exhibit	Description	Page
1	MCI's First Data Requests Item No. 1	4
2	6/27/2000 letter To: Brian Murdoch From: Sharon Daniels Re: Murdoch's 6/15/2000 letter	53
3	MCI's First Data Requests Item No. 18	92

(Original Exhibits 1 through 3 have been attached to the original transcript.)

CERTIFICATE

STATE OF GEORGIA:
COUNTY OF FULTON:

I hereby certify that the foregoing transcript was taken down, as stated in the caption, and the questions and answers thereto were reduced to typewriting under my direction; that the foregoing pages 1 through 194 represent a true, complete, and correct transcript of the evidence given upon said hearing, and I further certify that I am not of kin or counsel to the parties in the case; am not in the regular employ of counsel for any of said parties; nor am I in anywise interested in the result of said case.

This, the 14th day of August 2000.

COLLEEN B. SEIDL, CSR-B-1113,RPR, CRR
My commission expires on the 7th day of October 2002.

DEPOSITION OF RONALD M. PATE/CBS

I do hereby certify that I have read all questions propounded to me and all answers given by me on August 9, 2000, taken before Colleen B. Seidl, and that:

____ 1) There are no changes noted.

____ 2) The following changes are noted:

Pursuant to Rule 30(e) of the Federal Rules of Civil Procedure and/or Georgia Code Annotated 81A-130 (B)(5)(e), both of which read in part: Any changes in form or substance which you desire to make shall be entered upon the deposition...with a statement of the reasons given...for making them. Accordingly, to assist you in effecting corrections, please use the form below:

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If supplemental or additional pages are necessary, please furnish same in typewriting annexed to this deposition.

RONALD M. PATE

Sworn to and subscribed before me,
this the day of .

Notary Public.
My commission expires:

COURT REPORTER DISCLOSURE

DEPOSITION OF: RONALD M. PATE

Pursuant to Article 8.B. of the Rules and Regulations of the Board of Court Reporting of the Judicial Council of Georgia which states: "Each court reporter shall tender a disclosure form at the time of the taking of the deposition stating the arrangements made for the reporting services of the certified court reporter, by the certified court reporter, the court reporter's employer, or the referral source for the deposition, with any party to the litigation, counsel to the parties or other entity. Such form shall be attached to the deposition transcript." I make the following disclosure:

I am a Georgia Certified Court Reporter. I am here as a representative of Brown Reporting, Inc. Brown Reporting was contacted by the offices of MCI WorldCom to provide court reporting services for the deposition. Brown Reporting will not be taking this deposition under any contract that is prohibited by O.C.G.A. 15-14-37(a) and (b).

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Signature of attorneys present: Date:

Return this form after review and/or signatures to the court reporter for inclusion in the record.

Please use reverse side for additional signatures.

DEPOSITION OF RONALD M. PATE/CBS

I do hereby certify that I have read all questions propounded to me and all answers given by me on August 9, 2000, taken before Colleen B. Seidl, and that:

____ 1) There are no changes noted.
__X__ 2) The following changes are noted:

Pursuant to Rule 30(e) of the Federal Rules of Civil Procedure and/or Georgia Code Annotated 81A-130 (B)(6)(e), both of which read in part: Any changes in form or substance which you desire to make shall be entered upon the deposition...with a statement of the reasons given...for making them. Accordingly, to assist you in effecting corrections, please use the form below:

Page No. 47 Line No. 20 should read: Service Quality Measurements, the SQMs. We have a grid

And the reason for the change is: The word Management was changed to Measurements

Page No. 30 Line No. 17 should read: standards today coming out of OBF for your LSR. You

And the reason for the change is: provided clarity -- changed "and come out" to read "coming out of"

Page No. 50 Line No. 21-22 should read: be stricken

And the reason for the change is: Did not say this and makes no sense. Does not go with statement.

Page No. 54 Line No. 9 should read: elements defined out of the UNE remand order, and new cost

And the reason for the change is: provide clarity - changed "to find out a" to read "defined out of the"

DEPOSITION OF RONALD M. PATE/CBS

Page No. 81 Line No. 13 should read: dedicated transport

And the reason for the change is: provide clarity - changed transcept to transport.

Page No. 85 Line No. 4 should read: precedency system for ASR's. So when I say you would

And the reason for the change is: provide clarity - changed "LSR" to "ASRs"

Page No. 15 Line No. 10 should read: Various resale services primarily is what I

And the reason for the change is: provide clarity - changed "Value" to "Various"

Page No. 93 Line No. 17 should read: for xDSL services, so I have not looked

And the reason for the change is: provide clarity - changed "text DSL" to read "xDSL"

Page No. 92 Line No. 13-16 should read: Change "CMOS" to read "COSMOS" where it appears on these lines

And the reason for the change is: provide correct acronym

Page No. 93 Line No. 23 should read: terminating at Southern Bell / South Central Bell out of

And the reason for the change is: provide clarity - changed "South eastern" to read "South Central"

Page No. 96 Line No. 12 should read: I mentioned COSMOS to you because it is an

And the reason for the change is: provide clarity - changed "CMOS" to "COSMOS"

DEPOSITION OF RONALD M. PATE/CBS

Page No. 132 Line No. 10 should read: thing and still gets it to go downstream. It is

And the reason for the change is: provide clarity - changed "get it to you going down" to "gets it to go downstream".

Page No. 151 Line No. 20 should read: talked about in the testimony CSOTS.

And the reason for the change is: Corrected acronym from "CSOCS" to "CSOTS"

Page No. 153 Line No. 17 should read: is probably looking through ~~WFFA~~ WFA in CMOS. That's how

And the reason for the change is: Corrected acronym from "WFFA" to "WFA"

Page No. 154 Line No. 16822 should read: Correct acronym - "CMOS" should be "COSMOS"

And the reason for the change is:

Page No. 155 Line No. 5 should read: Correct acronym from "CSOCS" to "CSOTS".

And the reason for the change is:

Page No. 188 Line No. 2 should read: that a team is to be changed two months

And the reason for the change is: provide clarity - changed "change is to be obtained" to read "team is to be changed"

Page No. ___ Line No. __ should read:

And the reason for the change is:

DEPOSITION OF RONALD M. PATE/CBS

Page No. ___ Line No. __ should read: _____

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And the reason for the change is: _____

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Page No. ___ Line No. __ should read:

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And the reason for the change is: _____

_____

If supplemental or additional pages are necessary, please furnish same in typewriting annexed to this deposition.

_____
RONALD M. PATE

Sworn to and subscribed before me,
this the 24 day of August 2000.

_____
Janice E Padgett
Notary Public.
My commission expires: _____

Notary Public, Gwinnett County, Georgia
My Commission Expires Feb. 19, 2004

AUG 31 2000

REQUEST: For what retail services does BellSouth use, in whole or in part, an electronic ordering process for its own retail operations? If the ordering process is only partially electronic for a particular retail service, please explain what parts of the process are manual and what parts are electronic.

RESPONSE: For its residential retail customers in North Carolina, BellSouth electronically orders the following services with flow-through via the Regional Negotiation System (RNS) sales and negotiation system. These services flow-through, with mechanized service order generation, so the process for ordering these services can be considered "fully electronic."

- All Residence Classes of Service (for example flat rate, measured and area plus)
- BellSouth Entertainment (DTV) Referral Only
- BellSouth.net
- BellSouth VoiceMail
  - Sub-mailboxes
  - Message Delivery Service
  - Callback Number Delivery to Pager
  - Multi-Line
  - Pager Out-dial Notification
- Bill Name and Address
- Block Busy Connect Announcement
- Calling Cards
- Complete Choice Packages
  - Area Plus and Complete Choice Line
  - Area Calling Service
  - Cellular
  - DCS
  - Multi-Line
- Copy and Create New Order from
  - Final Account
  - Live Account
- Cross Boundary
- Custom Calling Services

EXHIBIT
DATE

RESPONSE: (continued)

- Call Forwarding Busy Line
- Call Forwarding Don't Answer
- Call Forwarding Don't Answer Ring Control
- Call Forwarding Variable
- Call Hold
- Call Pickup
- Call Waiting
- Call Waiting Deluxe
- Customer Controlled Call Forwarding Busy Line
- Customer Controlled Call Forwarding Don't Answer
- Speed Calling 8
- Speed Calling 30
- Three Way Calling
- Three Way Calling Block Per Activation
- Three Way Calling With Transfer
- Customer Provide Network Information

- Customized Code Restriction
- Deny Service for tariff violation or fraud
- Directory
- Dual Service
- Duplicate Service
- Employee Concession
- Equipment
- Equipment for Customers with Special Needs
- Equipment Maintenance Plan
- Flexible Call Forwarding
- Interlata Toll Carrier
- Intralata Toll Carrier
- Internet Call Waiting
- Hunting
- Jacks and Wiring
- Listings
  - Designer
  - Indented

RESPONSE: (continued)

- MemoryCall Services (Standard and Enhanced)
  - Answering Service
  - Answering Service Personal
  - Answering Service Plus
  - Answering Service Residential Messaging
  - Message Delivery Service
  - MessageLink
- Message Waiting Indicator
- Message Waiting Indicator Audio Visual
- Miscellaneous Accounts (Message Link, Calling Cards)
- Number Changes
- Paging
- Pending Orders
  - Status
- Prestige Unbundled Single Line
  - Basic Groups
    - Call Pickup
    - Transfer and Conferencing
    - Transfer conferencing and Hold
    - Transfer Conferencing and Call Pickup
    - Transfer Conferencing, Call Pickup and Hold
  - Call Forwarding Busy Line
  - Call Forwarding Don't Answer
  - Call Forwarding Variable
  - Call Hold
  - Call Pickup
  - Call Waiting
- Prevent Sales Solicitation
- Privacy Director
- Responsibility Change
- Ringmaster Service
- Service Maintenance Plans
- Suspend or Restore Suspended Service
- Touch Star Services
  - Anonymous Call Rejection
  - Call Block

RESPONSE: (continued)

- Call Return
- Call Return Block Per Activation
- Call Selector
- Call Tracing
- Call Tracing Block Per Activation
- Caller ID
  - Basic Number Delivery
  - Basic Number Delivery With Anonymous Call Rejection
  - Deluxe
  - Deluxe With Anonymous Call Rejection
- Calling Number Delivery Blocking
- Calling Number Delivery Blocking Per Line Non-Pub
- Calling Party Number Delivery
- Preferred Call Forwarding
- Repeat Dialing
- Repeat Dialing Block Per Activation
- Optional Calling Plans
- Remote Access to Call Forwarding
- Selective Class of Call Screening
- Split billing
- Toll Billing Exceptions
- Transfer of Calls
- Transfer
  - Money to Different Account
  - Payment to a deposit
- Winback for local service
- Winback for local toll
- Wireless Services

RESPONSE: (continued)

For its business retail customers in North Carolina, BellSouth orders the following services via the Regional Ordering System (ROS) sales and negotiation system. Because there is no mechanized service order generation when these services are transmitted, ROS has no flow-through. The process for ordering these services could be considered "partially electronic."

Business lines (not requiring design information)
Back-up line
Non-list/Non-pub services
QuikComplete (Directory Assistance Call Completion)
FCO (Foreign Central Office)
Off-Prem Extension (OPX)
Tie Lines
Telegraph Service
Inside Wire – Basic
Vertical Services:
Enhanced Caller ID
Caller ID Deluxe
Call Waiting Deluxe
Flexible Call Forwarding
Call Forward Busy Line
Call Forward Don't Answer
Call Number Delivery Blocking
Remote Activated Call Forwarding
Automatic Call Back (Call Return)
Automatic Recall (Repeat Dialing)
Anonymous Call Rejection
Voice Mail (MemoryCall)
Custom Calling
Prestige
TouchStar
Internet Call Waiting
Message Waiting Indicator
RingMaster
Area Plus
Complete Choice
Area Plus w/ Complete Choice

RESPONSE: (continued)

Expanded Area Calling Service
Telephone Answering Service
Area Calling Plan
Business Plus/Business Choice
Alarm Control Ckt
MegaLink Circuit (Point To Point)
WATS/800 Service
Local Area Data Service (LADS)
Flat Rate PBX Trunks/NARS
Toll Terminals
Message/Measured Rate PBX Trunks/NARS
DID
Fax messaging Services

REQUEST: Please list all services BellSouth considers to be complex for ordering purposes.

RESPONSE : The following BellSouth retail services are complex:

TSP (Telecommunications Service Priority)
LNP
Multi-Serv, ESSX, ESSX Message Service
BellSouth Centrex
Commercial Quality Video
DataReach
Digital Video
Digital Data Service
ISMDI
ADSL
LightGate
Channelized MegaLink
BellSouth Channelized Trunks
Primary Rate ISDN
Basic Rate ISDN (a.k.a. Single Line ISDN)
MegaLink ISDN
Synchronet
Modular Video Transport Service
Frame Relay Service
Uncompressed Digital Video Service
DataReach
70MHz Transport Service
Flexserv Service
SmartPath Service DS3
AIN/SMS Access
BellSouth Video Conferencing
AIN Virtual Number Call Detail
Narrow Band Packet Services
ZipConnect Service

RESPONSE: (continued)

Complex Services-Continued
Commercial Quality Video
PulseLink
Accupulse
UniServ
Custom Dial Package (CDP)
Broadband ATM
Electronic Commerce (Dial Access Web Hosting)
DCS (Digital Communication Service)
SmartRing Services
Native Mode LAN (NMLI)
Connectionless Data Service (CDS)
E911
Deregulated E911 Services
911 PinPoint Services
Electronic Tandem Switching
976 Service
CrisisLink
Bill Management Services (BMS)
Support for BSLD
SmartRing Intrastate

** TOTAL PAGE.02 **

BELLSOUTH

BellSouth Interconnection Services
1960 West Exchange Place
Suite 420
Tucker, Georgia 30084

Sharon R. Daniels
(770) 492-7540
Fax: (770) 496-1998

June 27, 2000

Mr. Brian Murdoch
Manager, Carrier Management
WorldCom
2520 Northwinds Parkway
Suite 5
Alpharetta, GA 30004

Dear Brian:

This is in response to your letter dated June 15, 2000, requesting that BellSouth change its position and allow WorldCom to utilize the Access Service Request (ASR) form and ASR order process to order new Enhanced Extended Link (EEL) circuits. Consistent with the "Unbundled Dedicated Transport-EELs" CLEC Information Package dated May 15, 2000 and posted on the BellSouth Web site, the Local Service Request (LSR) is the only process available for ordering EELs. BellSouth does not anticipate changing this requirement at this time.

BellSouth currently receives manual LSRs from WorldCom for other local services. The LSR process for EELs is no different than the process WorldCom is already utilizing.

Please feel free to call me at 770-492- 7540 if there are additional questions.

Sincerely,

Sharon Daniels

Sharon Daniels
Sales Assistant Vice President

Cc: Mark Turner
Bryan Green

EXHIBIT
2

REQUEST: With respect to data BellSouth maintains concerning facilities availability, please state:

A. In what database or databases the data is stored;
B. How BellSouth obtains access to such databases;
C. Whether BellSouth is capable of obtaining such data on a pre-order basis; and
D. Whether BellSouth uses a service inquiry process to obtain such data on a pre-order basis when providing service to its own retail customers.

RESPONSE: A. Loop facilities information is stored in the LFACS (Local Facility Assignment System).

MAP Viewer accesses plats data stored electronically in North Carolina.

Trunking information is stored in the Trunk Integrated Records System (TIRKS).

B. These databases are accessed by terminal.

C. BellSouth only accesses this information on a pre-order basis when it is processing a Service Inquiry for designed (complex) services.

D. Response in C. above.

EXHIBIT
DATE 3

REQUEST: With respect to data BellSouth maintains concerning the location of facilities, please state:

A. In what database or databases the data is stored;
B. How BellSouth obtains access to such databases;
C. Whether BellSouth is capable of obtaining such data on a pre-order basis; and
D. Whether BellSouth uses a service inquiry process to obtain such data on a pre-order basis when providing service to its own retail customers.

RESPONSE:

A. Loop facilities information is stored in the LFACS (Local Facility Assignment System) database.

MAP Viewer accesses plats data stored electronically in North Carolina.

Trunking information is stored in theTrunk Integrated Records System (TIRKS).

B. These databases are accessed by terminal.

C. BellSouth only accesses this information on a pre-order basis when it is processing a Service Inquiry for designed (complex) services.

D. Response in C. above.

REQUEST: Please state whether, if a customer wants redundant loop facilities, BellSouth's sales units can determine or have access to information regarding the availability of diverse cable routes to a building prior to placing an order for the customer.

RESPONSE: No.

000649-TP

BEFORE THE
GEORGIA PUBLIC SERVICE COMMISSION

In Re: Petition of MCImetro Access Transmission Services, LLC and MCI WORLDCOM Communications, Inc. for Arbitration of Certain Terms and Conditions of Proposed Agreement with BellSouth Telecommunications, Inc. Concerning Interconnection and Resale Under the Telecommunications Act of 1996	)	Docket No. 11901-U

COPY

Deposition of SHERRY LICHTENBERG, taken pursuant to the stipulations contained herein; reading and signing of the deposition reserved, before Jeanine M. Ritter, B-1270, Certified Court Reporter, commencing at 9:23 a.m., on Tuesday, August 15, 2000, at Six Concourse Parkway, Suite 3200, Atlanta, Georgia.

REPLACEMENT
FLORIDA PUBLIC SERVICE COMMISSION
DOCKET NO. 000649-TP EXHIBIT NO. 6
COMPANY/ WITNESS. BellSouth/Lichtenberg
DATE: 10-4-2000

****

VERBATIM COURT REPORTERS, INC.
P. O. Box 2637
Covington, Georgia 30015
(770) 788-2373

APPEARANCES

FOR MCI WORLDCOM COMMUNICATIONS, INC.:

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(770) 284-5498

FOR BELLSOUTH TELECOMMUNICATIONS, INC.:

T. MICHAEL TWOMEY, ESQ.
BellSouth Telecommunications, Inc.
675 West Peachtree Street, Suite 4300
Atlanta, Georgia 30375-0001
(404) 335-0750

ALSO PRESENT:

Mr. Ronald M. Pate

PRESENT BY SPEAKER-PHONE:

Ms. Patti Christianson
Mr. Mike Garrett

I N D E X

DEPONENT	PAGE
SHERRY LICHTENBERG	
Cross-examination by Mr. Twomey	5
Direct Examination by Mr. O'Roark	77
Recross Examination by Mr. Twomey	78

- - -

I N D E X T O E X H I B I T S

(No exhibits marked for identification by counsel.)

- - -

PROCEEDINGS

(9:23 A.M.)

MR. O'ROARK: One announcement as we get started, and that is that we are going to resolve Issue 84 by dropping it. So 84 is out of the case.

MR. MIKE BARRETT: I have a question, De. This is Mike Barrett in Florida.

MR. O'ROARK: Yes.

MR. MIKE BARRETT: Would that issue number be the same in our case as it is in the case there in Georgia?

MR. O'ROARK: Yes. It's the one about the joint planning for UNE-P.

MR. TWOMEY: Yes. Michael, this is Mike Twomey. As I appreciate it, the only commission which got different numbers was Georgia. And after the Georgia filing we pretty much standardized the numbering so the petition and the responses filed thereafter, which would include Florida, are the numbers that we're working from.

MR. MIKE BARRETT: And, De, I understood you to say 84?

MR. O'ROARK: Yes, that's correct.

MR. MIKE BARRETT: Okay. Thank you.

SHERRY LICHTENBERG,

being first duly sworn, was examined and deposed as follows:

CROSS-EXAMINATION

BY MR. TWOMEY:

Q Good morning, Ms. Lichtenberg. My name is Mike Twomey, and I'm an attorney for BellSouth. How are you this morning?

A Fine, thank you.

Q Would you please state your full name and business address for the record?

A My name is Sherry Lichtenberg, L-i-c-h-t-e-n-b-e-r-g. My address is 701 South 12th Street, Arlington, Virginia 22202.

Q Who is your employer?

A I work for MCI WorldCom Mass Markets.

Q Is that a division of MCI WorldCom or subsidiary?

A Mass markets is the consumer division of WorldCom. We handle the consumer side of the business.

Q What is your title?

A My title is senior manager, operational support systems interfaces and facilities product development.

Q How long have you had that position?
A I've been with MCI WorldCom for four years.
Q And have you had that same title for the last four years?
A I have had that same title for the last three and a half years. Prior to that I was a senior staff member.
Q So for your first approximately six months with MCI, you were a senior staff member?
A That is correct.
Q In your position as senior manager, how many people report to you?
A I currently have head count for a total of 13 people.
Q Are they all located in Arlington?
A No. I have people located in Denver and Arlington.
Q How would you describe your general responsibility?
A I am responsible for the mass markets local entry throughout the United States. My position is defined as one in which I work with the various incumbent operating companies to discover how MCI WorldCom can best interface with their systems, to work with them to bring us into the local market, to resolve

technical issues, and to actually plan and manage our launch of local services for residential customers. In addition, I'm responsible for third-party testing.

Q You don't have any responsibility for MCI WorldCom's consumer offerings of long distance service; is that right?

A That is correct, to the extent that they are not interwoven with our local office.

Q Are you the only -- well, are there other senior managers who have the same responsibility for -- you, that you have, for WorldCom in different parts of the country?

A No.

Q So you work with all of the different incumbent local exchange companies?

A That is correct.

Q Are there other organizations within MCI WorldCom that are devoted to MCI WorldCom's planned entry into the consumer market for local service?

A As with any other large corporation, we have a number of organizations that take various parts of the local entry process. We have, for instance, product marketing groups, IT groups; and we have a carrier management organization that takes care of the day-to-day interface with the local companies.

Q Is there a similar organization devoted to business customers?

A I am not familiar with the organization of the business side of the house.

Q So there's no coordination between MCI WorldCom's entry into the local exchange market for business customers and the entry into the local exchange market for residential customers? Am I understanding you correctly?

A We make our plans individually and enter individually.

Q I think my first question on this line was whether there was a separate organization. And your response was, you were not familiar with the organization. But I guess my question is pretty simple. Do you know that there is a group of people within MCI WorldCom dedicated to that work?

A I know that there is an MCI WorldCom business markets organization.

Q Okay.

A What their responsibilities are and how they are organized, I do not know.

Q Okay. Do you know approximately how many people work in that organization?

A I have no idea.

Q If my memory is correct, I believe that in describing your responsibilities you indicated that, among other things, you are responsible for interfacing with the incumbent local exchange companies; is that right?

A That is correct, to the extent that my team works with the local company in coordination with our IT organizations to determine how we can send orders and provision customers.

Q And then in describing the carrier management group, you said that they're responsible for the day-to-day interface with the incumbent exchange company. So if you can, explain to me the difference between what they're doing over in carrier management and what you're responsible for.

A When mass markets is ready to enter a local exchange territory, we call upon our carrier management folk to get answers to the questions that we need answered and to set up the lines of communication between the mass markets organizations and the incumbent company. In addition, we depend on them to negotiate our agreements, our interconnection agreements with the local companies and to, at our direction, work with the local companies to implement those agreements.

Q So you're not involved directly in the negotiation of interconnection agreements; is that right?

A To the extent that I would negotiate directly with an incumbent local company, no, I am not.

Q In the course of negotiations between the carrier management group and, for example, BellSouth, would it be usual for someone from carrier management to consult with you about particular issues that have come up in the negotiation?

A Yes.

Q Have you been involved in the negotiations between BellSouth and MCI WorldCom over the interconnection agreement that's the subject of this proceeding?

A Yes.

Q Who has been your contact? Presuming there are more than one, what people have you been talking to for MCI WorldCom about this agreement?

A I have spoken to our various regulatory attorneys, as well as to Ron Martinez, Mark Turner, Brian Green, and other members of the carrier management team.

Q Which of the regulatory attorneys have you been dealing with for the BellSouth agreement?

A For the BellSouth, I have worked with De O'Roark; and he has been my conduit to the other regulatory attorneys.

Q Who is Mark Turner?

A Mark Turner is our senior manager for carrier agreements for BellSouth.

Q Where is he in relation to Ron Martinez; does Ron report to him or does he report to Ron?

A He and Ron are peers, is my understanding, but I have not seen a chart.

Q And Brian Green, what group --

A Brian Green is the director of that organization.

Q What was the staff position that you held for the first six months when you were with the company?

A For the first six months I was also in charge of third-party testing and customer trials. However, at that point I had a smaller reporting organization and therefore was considered in the MCI lexicon a senior staff member.

Q I don't want to put words in your mouth, but I would like to kind of run through this background stuff as quickly as I can, so I'm going to try to summarize my understanding.

Would it be fair to say that your responsibilities have perhaps expanded and the number of people reporting to you has increased, but you have the same job that you had when you were considered a staff person; it's just that it's gotten more responsibility so you have a bigger title?

A Yes.

Q Thank you.

A You're welcome.

Q That saved about five minutes of questions.

Where did you work before you came to work for MCI?

A I was at AT&T in various positions. The last position was with the government markets organization.

Q How long were you with government markets?

A I was with government markets for approximately 10 years.

Q As the name implies, is that the group within AT&T that sold services primarily to the United States government?

A That is correct.

Q Primarily long distance services?

A Equipment and long distance services.

Q What did you do before that?

A Before that I was in the product management and product marketing organizations, also for AT&T in New Jersey.

Q What products did you have responsibility for?

A I had the hotel products; the products for the financial industry, including trader turrets; the portable data entry terminal; and various other hardware, data products particularly.

Q How long did you have that position?

A I was with AT&T in New Jersey for five years with increasingly high positions and responsibility.

Q And before that where were you?

A Before that I spent two years as an assistant professor of English at Indiana-Purdue University in Fort Wayne, Indiana.

Q How about before that?

A I went to graduate school. I have a doctorate in English from Rutgers University. And prior to that I have a bachelor's in English from Smith College.

Q Got a masters in there, too, somewhere?

A Yes, I also have a masters.

Q From which?

A Also from Rutgers. It is implicit in the

Rutgers Ph.D. program.

Q I thought you were going to tell me it was implicit if you had a Ph.D. I knew that, but I just wanted to know where you got it.

Would you characterize the positions you had at AT&T as primarily customer relationship, sort of sales positions for AT&T?

A No. They were primarily technical and product development positions.

Q You supported the sales group?

A That is correct.

Q Do you have any other degrees other than the English degrees that we've talked about?

A No.

Q Have you taken any other graduate-level courses in any other area?

A I have taken a number of AT&T training courses in various areas, but I have taken no additional graduate work.

Q Would it be fair to say that the technical expertise that you used to perform your jobs at AT&T was derived through your on-the-job training at AT&T?

A That is correct.

Q What kind of training courses did you take?

A I took training courses in a variety of

products and processes that were offered in AT&T. They included courses in data products, network overviews, and courses in the methodology for project management and testing.

Q What is the hotel product, for example, that you had? What kind of a product is that? Is that selling equipment and long distance services, both, to hotels?

A I was the product manager for the product that was used at that time by AT&T to do what they call call rating. That is to track the telephone calls made in the hotel, long distance, local, intraLATA, to rate those calls in terms of time and distance, and to price those calls both from an actual network price and to allow a markup or additional pricing that the hotel chose to implement.

Q Now, the call rating equipment would have included equipment at the hotel premises; correct?

A That is correct.

Q Now, were you involved in developing the actual equipment that was used?

A I worked with the vendors that we bought that equipment from and with Bell Laboratories at that time to specify the requirements for the product, to test the product, and to make sure that it met all of

the requirements that we had established.

Q You provided the vendors in Bell Labs with the expectations that the customer would have for the way the product would work; is that fair to say?

A That is correct.

Q And you got that information from talking to either your AT&T people or directly to the hotel?

A We worked directly with customers as well as our own internal engineering staff. And one of my specific duties was to translate back and forth for those two organizations.

Q You had responsibility for a number of other products in that first five-year period. Would you describe your involvement with the other products to be similar to your involvement for the hotel product?

A Yes, that is correct. I was also responsible for, in the early years, the documentation for how the product worked and how the product was used, including the translation of technical specifications into user understandable language.

Q You were helping the engineers talk to the customers?

A That is correct.

Q And --

A And vice versa.

Q And vendors talk to engineers?

A That is correct.

Q What about the government markets job, was that a similar role for you?

A I held a number of different positions in government markets. I was responsible for business planning. I was responsible for the development of requirements, for modifications to the AT&T switching products, such as the class 5 ESS and the -- at that time the system 85 to make them usable in the military market.

After that I was the executive staff director and executive assistant to the president of AT&T government markets responsible for the day-to-day functioning of the organization, including business planning, financial management, sales planning.

My last position at government markets was as the pricing and proposals director responsible for all government bids.

Q Please describe in a little more detail the development of requirements for the switching products. What exactly were you doing?

A Again, in the government arena, a set of requirements for the government's needs is put forth in a request for proposal. It was my job and my team's

job to analyze those requirements in relationship to the features and functionality of the AT&T switching products and then to determine how those products would need to be modified to bring them more in line with the government's requirements and to insure that AT&T prevailed in its efforts in bidding. So essentially, it was an analysis, review and recommendation position.

Q Were you recommending that there be specific technical modifications to switches to accommodate customer needs? Would that be part of what you would be doing?

A Yes, that is correct.

Q Now, I understand that certainly would be part of the ultimate recommendation of the organization. Did you have the expertise to make those recommendations, or were you relying on people who worked for you?

A I had the expertise to make those recommendations.

Q You left AT&T in 1996, approximately?

A That is correct.

Q Why did you leave?

A MCI WorldCom made me an offer that seemed like the next place to go.

Q Were you replacing somebody at MCI WorldCom

in your position or was that a new position they created?

A It is my understanding that it was a new position.

Q Were you involved in the negotiation of what I'll term the first round of interconnection agreements that were negotiated in late '96, mid to late '96, and were signed?

A I believe that I provided some limited input, but I had just come to the company at that time.

Q Have you testified for MCI WorldCom in any proceeding before?

A Yes. I have testified before the New York Public Service Commission in the Bell Atlantic New York 271 proceedings, in Pennsylvania before the Commission in their proceedings for what they call the global telecommunications order. I've testified in Virginia in the Bell Atlantic/GTE merger hearings.

I have filed testimony with the Illinois Commission; testimony with, I believe, the Florida Commission; testimony in additional BellSouth proceedings; and testimony in the 271 proceedings at the FCC for Texas and New York.

Q Now, your testimony in the New York Public Service Commission proceeding relating to Bell

Atlantic's 271 application, did that concern third-party testing issues?

A That concerned third-party testing, MCI WorldCom's problems related to market entry, OSS interface issues, issues regarding Bell Atlantic's ability to provide nondiscriminatory access to their systems and services.

Q The time that you submitted the testimony in New York, is MCI WorldCom offering local exchange telephone service to residential customers in New York?

A Yes.

Q What was the subject matter of your testimony in front of the Pennsylvania -- is it PUC up there?

A It is the PUC. In Pennsylvania the primary thrust of my testimony was on the need for the creation of a fully separated subsidiary in Bell Atlantic Pennsylvania to ensure that there were no discriminatory acts between the embedded local exchange company and the proposed special subsidiary for selling residential services as part of the global settlement discussions.

Q That's the proceeding where Pennsylvania was considering dividing Bell Atlantic Pennsylvania into wholesale and retail divisions?

A That is correct.

Q What is the status of the proceeding, do you know?

A I believe that proceeding is still under consideration.

Q Your testimony in that proceeding, I imagine, was in favor of the division between wholesale and retail?

A That is correct.

Q What was the subject matter of your testimony in Virginia regarding the Bell Atlantic/GTE merger?

A The subject of my testimony was the need to provide for complete third-party testing of the systems in the Bell Atlantic and GTE regions to ensure that nondiscriminatory access to OSS systems, to processes, were provided to CLECs and that this investigation should be done prior to approving the merger.

Q What did the Commission do?

A The Commission did approve the merger. In addition, they have called for -- issued an order requiring full third-party testing.

Q What was the subject matter of the testimony that you filed before the Illinois --

A Public service.

Q -- Public Service Commission?
A I'm sorry. Illinois Commerce Commission.
Q Commerce Commission, that's right.
A In Illinois my testimony primarily discusses the need for Ameritech, now SBC Ameritech, to provide UNE platform, to allow the provision of residential services ubiquitously throughout the state of Illinois, the pricing requirements for those residential services, and the OSS and technical interface requirements.
Q Your testimony before the Florida Public Service Commission, was that other than this BellSouth?
A I have also presented to the Florida Public Service Commission regarding the need for third-party testing and the way in which third-party testing should be handled.
Q And then you've submitted testimony in at least some of the BellSouth/MCI arbitrations?
A That is correct.
Q Or you've adopted testimony --
A That's correct.
Q -- previously filed by Mr. Martinez?
And what did you testify to in the SBC -- was that the 271 application at the FCC?
A That was the 271 application at the FCC. I

provided testimony on WorldCom's experiences with the ordering systems, the OSS interfaces, the ability of SBC to provide nondiscriminatory services to CLECs.

Q Was it your testimony in that case that the FCC should deny SBC its 271 application?

A Our testimony was to deny the application until such time as SBC was able to prove that they could process commercial volumes of orders at parity with their own retail arm. And until they were able to prove from the successful processing of such orders, that customers were able to receive services that worked and that met their requirements.

Q You also provided testimony in Bell Atlantic's 271 application for New York; is that correct?

A That is correct.

Q Similar testimony in that case?

A That is correct.

Q You also recommended that the Commission deny the application; correct?

A That is correct.

Q During your tenure at AT&T, did you ever testify as a witness in any proceeding?

A No.

Q Have you ever testified as a witness in a

court proceeding of any kind other than the Commission proceedings that we've described?

A I testified as a witness in one of my friend's divorce cases.

Q I have a lot of questions about that.

A I'm sure you do.

Q Have you had your deposition taken before in any of these administrative proceedings?

A No.

Q Is this the first time you've had your deposition taken?

A Yes.

Q You have adopted the testimony of Mr. Martinez, and I'm going to circle back because I realize some issues may have closed. But the original list of issues that I have is 76, 78, 80, 81, 83, 84, and 87 through 91. Does that sound right?

A That sounds correct, but I would have to look at the document to be absolutely certain.

Q Do you have a version of -- I have Mr. Martinez's testimony. What do you have? Do you have a copy of excerpts of Mr. Martinez's testimony that just address your issues?

A I have copies of Mr. Martinez's testimony and my own rebuttal testimony.

Q I see. Now, 76 is closed; is that correct?
A That is correct.
Q And 84 is closed as of this morning?
A That is correct.
Q Did you participate in the drafting of Mr. Martinez's testimony at the time it was filed on his own behalf?
A I do not remember. It is quite probable that a -- these questions were posed to me for the mass markets point of view on what was necessary.
Q So you believe that whoever drafted the testimony, or Mr. Martinez and people working for him, would have consulted with you on your perspective for the answers to the questions relating to issues that we've just outlined; is that right?
A Mass markets provides, via my organization, the requirements for the contracts with our various incumbent local exchange partners.
Q Now, the issues that are raised in 78, 80, 81, 83 and 87 through 91 are not specific to residential service, are they?
A And to the extent that we offer in mass markets both residential and small business solutions, they have an impact on our business.
A Certainly they have an impact. My question,

though, is they're not limited to consumer and small business; correct?

A That is correct.

MR. O'ROARK: Mr. Twomey, if I could interject for just a moment, 87 also has been resolved.

MR. TWOMEY: 87 has been resolved.

MR. O'ROARK: The way you framed your question suggested that it wasn't, so I thought I would state that for the record.

MR. TWOMEY: Thank you.

BY MR. TWOMEY:

Q Certainly, these issues would also affect your large business customers -- or your offering of service to large business customers; correct?

A That is correct.

Q Are you coordinating with anyone from the large business organization to get their perspective on these issues now that you are the witness?

A In the day-to-day course of my business, I work with our carrier management organization so that they may understand the mass markets requirements and so that they may help us to understand the business markets requirements. To that extent this has been coordinated.

Q Well, I'm guessing it's a three-legged stool. There's carrier management, there's mass markets, but there's also a group devoted to large business customers; correct?

A Correct. And I do speak with the -- some members of that group on a regular basis. However, I have not questioned them about the way in which they are organized to provide local service.

Q So to the extent that there's any coordination in the testimony, is it -- are you saying that you speak to carrier management and carrier management speaks to large business and carrier management carries back to you the concerns or issues that large business would have?

A That is the general practice, although quite often we speak as a team to discuss our requirements.

Q When did you find out that you were going to be the witness in the BellSouth/MCI arbitrations?

A I do not remember the exact date. I generally assume that in -- as arbitrations come closer to being completed that I will have a great deal of input into them.

Q You weren't planning to be the witness, though; is that right?

A To the extent that I had plans to be other

places, perhaps not.

Q Are you testifying on behalf of MCI in any other arbitration that it has with other incumbent local exchange companies?

A At this moment I have not been requested. However, it is possible that I will.

Q Let's talk about Issue 78. What is your understanding of the issue between the parties on this point?

A MCI WorldCom has requested that BellSouth provide information to the National Consumer Telecommunications Data Exchange, of which they are not only a member but on the board of directors, that can be used by all CLECs to determine the credit worthiness of consumers in terms of providing local telecommunications services. We have requested that BellSouth continue to provide the information that I understand they are providing today. And it is my understanding that BellSouth's concern is that they don't want to be bound to continue to provide this information for the duration of this contract.

Q On what basis do you believe that BellSouth is a member of the NCTDE?

A Both, I believe, Mr. Pate's testimony -- and I apologize if I got the wrong name -- and testimony

from others has stated that BellSouth is a member of this organization and does provide data that is used by their own retail affiliate, if you will.

Q Now, BellSouth is a member of the board of directors of the organization. Do you also understand that this organization has participants who send information to it?

A Yes.

Q Do you understand that you can send information to this organization whether or not you are actually a, quote, participant, close quote?

A I am not familiar with how a company sends information, whether they must be a participant, whether by being on the board they are, by definition, a participant. We are simply requesting that, as other local companies do, that this information be provided so that all CLECs are able to get information from that organization.

Q Now, why does MCI WorldCom want this information?

A Any business in the process of providing service to a customer needs to test the credit worthiness of that customer.

Q Is obtaining information from NCTDE the only way that MCI WorldCom could obtain credit information

about customers?

A It is MCI WorldCom's policy that to support the NCTDE and to obtain information that way, it is the -- to our understanding, the primary database that keeps telephone information -- that is, the payment history in some sense on previous telecommunications services -- for residential consumers. And thus, we believe it is the best place to obtain information.

Q There are other alternatives, are there not?

A I am not an expert in credit reporting. I'm sure there are other ways. This is our chosen methodology and appears also to be BellSouth's method, since their own organizations apparently both give data and receive data.

Q You said you're not an expert on credit reporting data. What information do you have about other alternatives for getting this information?

A I know there are services such as Equifax because I have applied for loans. However, I know nothing else.

Q How does MCI's -- well, let me back up. Do you know if MCI WorldCom's long distance business obtains consumer credit information in deciding whether to establish an account for somebody as a long distance customer?

A I do not know.

Q Is there any legal prohibition that would prevent you from consulting with somebody at MCI WorldCom to determine what way they obtained consumer credit information in establishing long distance telephone accounts?

A I am not an attorney, so I would not know whether there was legal prohibition. When we determine the requirements that go into our interconnection agreements, we work with our own experts. We have experience with the NCTDE from our New York launch. And it is our policy that we wish to use this data. I also -- that's it.

Q Now, you mentioned in your response earlier that BellSouth's retail operations would have access to the information that BellSouth sent to the NCTDE. Do you remember saying that?

A Yes. In some of the previous testimony, there was an explanation that BellSouth's -- let me call them retail operations -- queried the NCTDE as a method for getting information on customer credit worthiness. We wish to be able to do the same.

And to the extent that BellSouth provides this data to the NCTDE, we would be satisfied should BellSouth agree to, (a), continue to provide this data

for the term of the agreement or, (b), should they negotiate with us in good faith, once the agreement comes to -- once they -- if they should decide to pull out of the NCTDE, to that extent I have been speaking with our negotiating team to work closely with BellSouth to see if we can implement this solution to this issue.

Q Let me make sure I understand. It is my impression that there is no dispute between the parties as to whether MCI WorldCom would be entitled to obtain information from NCTDE?

A That is correct.

Q The only issue, at least as far as I understand it, on 78 is whether BellSouth will continue to participate or send information to NCTDE; is that correct?

A That is correct.

Q Now, if BellSouth at some point decides to stop sending information to NCTDE, clearly, BellSouth's retail operations will be in the same situation as MCI WorldCom to the extent they query NCTDE; correct?

A It is my understanding that BellSouth's retail operations, as other incumbent local exchange companies, have a variety of methods to get information on their existing customers. To the extent that

BellSouth would walk away from the NCTDE, they would either have to provide their own retail operations with a similar method of obtaining information or would use their own internal resources to provide that information.

We are asking that should BellSouth find that they no longer want to be a member of the NCTDE that they work with us to make sure that their retail operation and our operations are at parity for the provision of such information.

Q Well, let's be clear about what the -- what we mean when we say parity. Let's presume for purposes of my question that there are alternative ways of obtaining customer information from a third party, like NCTDE, a centralized sort of database. Certainly, if BellSouth decided to simply begin participating in another database, there would be no reason that MCI WorldCom couldn't obtain information from that database; correct?

A That's a hypothetical question that I cannot answer without knowing what the database is.

Q Well, assuming that it was not a database which specifically excluded MCI WorldCom from obtaining information, it would just be a different way of obtaining the customer information; correct?

A Assuming, again, that that information covers the customer's payment of their telecommunication charges, that would be a database that would provide the information that we would need.

Given the fact that there has been almost no competition in the residential market for over 100 years, it is important that CLECs are able to see customer history in terms of telecommunications services as a specific part of the ability to check credit worthiness. And that is why we support the NCTDE.

Q Now, is BellSouth required -- you use the word parity. Would BellSouth be required under your definition of parity to provide information to MCI WorldCom concerning BellSouth's own experience with a particular customer?

A I can only speak from -- I can't speak from a legal perspective. I am not an attorney. However, I have worked closely with both Bell Atlantic -- now Verizon New York and Pennsylvania -- and with SBC to be able to obtain this same type of information.

Each of these companies was -- I'm looking for the right word -- negotiated with us to provide us information. Verizon provides us via the NCTDE and has not put any limitations on the length of time that they

will remain a member. SBC has provided us with the ability to look at a customer's actual payment history through their CSR query process, including the number of days in delinquency, whether or not the customer is suspended to the exact same level that their own retail representatives are able to find that information.

We would assume that BellSouth would cheerfully provide us with the same sort of support.

Q Well, BellSouth does provide customer credit information on the CSR; isn't that right?

A I have not reviewed the BellSouth CSR.

Q Well, if the customer credit information is available to MCI WorldCom on the CSR, we may not have an issue; correct?

A I believe -- we believe as a company that the NCTDE is a better way to get credit information as, I believe, we are all aware, the -- a customer is not required to give access to his CSR to a competitive local exchange carrier that we must, under the FCC's rules, request permission. And a customer may refuse permission. The NCTDE is becoming an industry standard, and we believe that this would be the best way.

To the extent that BellSouth would agree to work with us in continuing to provide information to

the NCTDE or other telecommunications databases that they may choose to join after the NCTDE, we would be happy to refer this back to the negotiating teams.

Q You indicated that a customer could refuse to provide access to a CSR; correct?

A Yes.

Q Now, I presume that the customer whose credit information you are seeking to obtain is someone that you want to offer local telephone service to; correct?

A That is correct. The FCC mandates that we must ask permission of that customer to view his CSR. And the customer for any reason may say no. At that point MCI WorldCom continues to work with the customer to sell them local service but does not review the CSR since the customer has requested that we not do so.

Q So MCI WorldCom would continue to work with a customer who refused to show you his credit history?

A Let me be clear about what we continue to do with that customer. And I must talk rather generically since this is, of course, proprietary.

We primarily work with the customer to get a proper service address and feature and functionality information so that we may provide the customer with service.

Q Now, MCI --

MR. O'ROARK: Excuse me, Mr. Twomey. Mr. Ross and I agreed yesterday that the deposition yesterday could be subject to a nondisclosure agreement, at least as to the parts of it that were proprietary. I assume you agree to the same for today's deposition?

MR. TWOMEY: Yes. I don't think I have any proprietary information that I would be requesting of her, but I don't have a problem with that.

MR. O'ROARK: The witness just said she was describing something that was possibly proprietary. I can discuss that with her later, but just in case, I'd like to have that option at least for this deposition as well.

BY MR. TWOMEY:

Q I presume that -- do you believe you've just disclosed proprietary information to me?

A I have not at this moment. However, this is going in a direction where you are beginning to ask me about our processes. Our processes are proprietary.

Q Okay. Now, in offering local service, is MCI proactively -- I'll use the phrase cold calling customers of other CLECs -- excuse me, other CLECs or

the incumbent LECs to try to get customers to switch to MCI?

A MCI's consumer offer in the states where we currently offer local service is sold via both outbound and inbound telemarketing.

Q You said earlier that you have not reviewed BellSouth's CSR; is that right?

A That is correct.

Q So you don't know whether the information that you would need is already available to you; isn't that right?

A I have not looked at BellSouth's CSR. I do not know whether that information is integrateable into the systems for ordering and whether it can be integrated into our own back end systems. Our general request again is for participation in the NCTDE. And to the extent that BellSouth currently participates, we will continue to use that process.

Q You said a couple of times, I think -- and I'll try to summarize what you've said -- that what you really want is for BellSouth to either continue to do business as it has been doing, in which case MCI WorldCom can obtain the information it believes it needs. But that if BellSouth were to decide in the future to stop sending information to NCTDE, you want

BellSouth to work with MCI WorldCom on whatever other arrangement could be made. Is that a fair characterization?

A That is correct.

MR. O'ROARK: Mr. Twomey, we've been going at it for about an hour. When you get to a stopping point, I think we'd be ready for a break.

MR. TWOMEY: I have about two more questions in this line. Then we can take a short break.

THE WITNESS: Thank you very much.

BY MR. TWOMEY:

Q Do you need to have credit information for the customer available to you in order to place an order for either resale or unbundled network elements with BellSouth? And I don't mean would you like it. I mean, is that one of the things you have to have in order to place the order?

A Is your question, does credit information need to be placed on the local services ordering form?

Q Yes, that's my question.

A The answer to that specific question is no.

Q Do you know whether payment history or credit information is defined as a pre-ordering function by the FCC? I know you're not a lawyer, but

just in your general knowledge.

A Customer history is defined as a pre-order function. I have not explored with the FCC the full definition of customer history.

Q All right. Customer history would include -- could include, among other things, what services the customer was currently obtaining from the telephone company that he was getting service from; correct?

A Yes. And it could also include payment history or it includes troubles. But I have not explored this in detail with the FCC.

MR. TWOMEY: We can take a break.

(Recess taken from 10:32 to 1:42 a.m.)

BY MR. TWOMEY:

Q Let's talk about Issue 80. And by the way, I may have misunderstood Mr. O'Roark's request of me earlier as far as a break goes. If you need a break at any time, you just tell me you're taking a break.

A Oh, thank you. I will do that.

Q I thought De was just asking me to plan for the next break, but if you need a break at any time, you just tell me.

MR. O'ROARK: You understood me correctly. Just asking for you to give us one at a stopping point.

MR. TWOMEY: She looked relieved when I took a break.

THE WITNESS: I certainly did. I was turning the color of my suit.

MR. TWOMEY: You do not need to wait for me.

BY MR. TWOMEY:

Q All right. Issue 80. What is an access service request?

A There are two methods for requesting that the local company provide facilities to a CLEC. And by facilities, I mean UNEs. One is by the local service request, LSR process, which is the process created as we have begun to move into a competitive environment. The second is the process that we have used in the past as interexchange carriers to work with local companies. And that is called an access service request. Because the access service request has existed for some time now, it is a -- in most cases an automated process that works -- continues to work well.

Q And part of that, I guess, would be that you all have the capabilities and systems on your side to deliver and prepare these ASRs; is that right?

A That is correct.

Q A CLEC who is not also an interexchange carrier may not have those same -- that same level of

developed systems; is that right?

A I cannot speak for other CLECs.

Q Well, let's ask it this way. You have those systems because you are an interexchange carrier; correct?

A That is correct.

Q Now, one of the goals of MCI WorldCom -- and I think you actually expressed this in your description of testimony you'd filed at the New York Public Service Commission -- is to insure that BellSouth, among others, can handle the commercial volume of orders for local service; correct?

A It is correct. However, I did testify to the New York Public Service Commission only about Bell Atlantic New York.

Q Right. I certainly did not mean to imply that your testimony concerned BellSouth. It was more focused on the issue of commercial volumes.

A Absolutely. I just wanted to make sure we were correct.

Q And among the ways to insure that we can handle a commercial volume of orders would be to have a standardized process for all CLECs to submit orders. Wouldn't you agree with that?

A As one of a number of things that must be

done to insure that commercial volumes can be met, clearly a process would be required. Whether it be an LSR electronic process, an ASR electronic process, or both processes, a process, thorough testing and venting under actual conditions are required.

Q Well, I'm clearly just giving you a free shot to take the ball and run with it here. But you understand that BellSouth as to Issue 80 would like to have one system, one process and one method for CLECs to submit orders. I mean, start with that. You understand that's BellSouth's position?

A I understand that BellSouth believes that when a DS1 or a DS0 is ordered as a UNE that they would like to have one system. However, I am not aware that BellSouth would like to remove its current electronic systems for ASRs. Is that what you're implying?

Q No. My question is, as it relates to requests for local service, BellSouth would like to have a single process, a uniform standard system for processing LSRs. Do you understand that that's BellSouth's position?

A Yes, I do understand that.

Q And you have said earlier that right now UNEs can be ordered either through submission of an ASR or submission of an LSR; correct?

A It is my understanding that some UNEs can be ordered electronically using LSRs, that the ASR process is electronic, and that we want to be able to continue -- to continue to use our ASR process but to be able to do the service inquiry, to gather the pre-order information that we need in order to properly place those orders. That, I believe, is the substance of Issue 80.

Q Let me try to get at it this way. The access service request, as you explained, is for long-distance -- well, has principally been used over the years, before 1996, at least, for processing orders from interexchange carriers; correct?

A That is correct.

Q And you understand that BellSouth has an organization within it that deals with interexchange carriers; correct?

A I am not familiar with BellSouth's organizational structure, but I would assume that is correct.

Q And that group, if you'll take my word for it, takes and processes ASRs submitted for interexchange companies.

A Okay.

Q Do you understand that BellSouth has

developed a new organization to deal with competitive local exchange companies?

A I understand from your statements, but not from truly having any discussions with BellSouth to understand their wholesale services organization, that there is such a wholesale services organization. Whether -- where the ASR process for UNEs rests in the BellSouth organization I cannot answer.

Q Let's use an example of a CLEC like -- I hate to use anyone by name -- Joe's Telephone Company. If Joe's Telephone Company is ordering the same UNE that MCI WorldCom is ordering, is it unreasonable, in your opinion, for BellSouth to want to have those orders submitted through the same format, the same process, the same system?

A I am not an expert on JoeTel, and I can't speak to the reasonableness of BellSouth wanting all carriers to order all things the same way.

Since BellSouth has a working ASR process, it would strike me as unusual for BellSouth to want to abandon that process with regards to information that has been ordered that way in the past.

Q I presume, because you have made this an issue, that you believe -- MCI WorldCom believes that utilizing the ASRs is a more effective way to place

orders for those UNEs that are subject --

A That is correct.

Q -- than using the conventional LSR process; correct?

A That is correct. There is history with the ASR. The complete business rules for these UNEs and the complete testing for these UNEs, to my understanding, is not finished, has not been used extensively. And we continue to order these services, both here and in other jurisdictions, using the ASR process.

Q Well, thank you for that. My specific question -- and I think you said yes, but I'm not sure -- is that you believe that submitting orders for UNEs through ASR process is more effective than submitting it through an LSR at this time?

A That is correct.

Q Doesn't it put MCI WorldCom at an advantage over other CLECs if BellSouth accepts orders using the ASR process, which you believe to be more effective, than accepting orders using the LSR process for CLECs who don't have the capability to submit an ASR?

A I can't speak to the competitive nature of other CLECs, so I can't answer that question. I don't know.

Q So you don't know whether it puts you at any kind of a competitive advantage?

A That is correct. I do not know.

Q So you also do not know whether it puts you at any kind of a competitive disadvantage to use the LSR process; correct?

A We know that we have a process that works. Whether that process is competitively advantageous is not a subject that I can address. Therefore, I also cannot address other CLECs and their competitive choices.

Q Well, BellSouth has an obligation to provide nondiscriminatory access -- correct? -- in general terms?

A Yes, that is correct.

Q But you don't know whether providing this -- whether requiring MCI to submit these orders through an LSR would discriminate against MCI or not, do you?

A To the extent that the orders are currently being submitted by ASRs, that they have been submitted by ASRs, and that that process is tested and works well, MCI would like to continue to use it and needs to be able to get service inquiry information so that we can use it effectively. That is the subject of Issue 80.

Q Well, what UNEs do you understand can be placed through the ASR process?

A DS0s and DS1s, DS3s. Those are the primary types, I believe, that are the subject of our petition.

Q What is the service order inquiry process?

A The service order inquiry process allows a wholesale customer of BellSouth that wants to provide service to its retail customer to get information on the facilities available at that customer location, including circuit ID information, CFA assignment information, proper service address, and other information that's required to determine how and what types of services can be provided.

Q And would you use that information in offering services to small business customers?

A It could be used for small business if small business were getting a DS0 level circuit.

Q What's a DS0 level circuit?

A A DS0 is a -- you're going to ask me how many pairs, and I'm going to have a problem doing this. A DS0 is a circuit that is the single lowest demultiplexed rate circuit that can provide service. I believe it's equivalent to eight single pairs for residential, but don't hold me to that. My technical knowledge is weak today.

Q So any small business that would need at least eight lines would go -- could go to a DS0; correct?

A That is correct. It is all dependent on the usage and what the customer wants to do.

Q Would you agree that a small business who needed, say, two to four lines would not economically choose a DS0?

A I can't answer that question. Again, it is really a customer decision on how they would want to configure their service.

Q Well, you are in charge of mass markets, which includes residential and small business customers. Is your business plan to market DS0s, DS1s and DS3s to those customers?

A I can't speak to our competitive business plans in BellSouth territory at this point. That information is proprietary.

Q Let me say this. Do you have -- you have said before that you have no basis for testifying about the needs of your large business organization; correct?

A I have said that I do not do large business.

Q Okay.

A To the extent that some of these issues relate to large business, I have been working with the

relevant parties to understand their issues so that I can represent them adequately.

Clearly, we as a corporation have a need for both -- for businesses of all types to provide in many cases what you might wish to term larger services, such as DS1s, DS3s. And to that extent I am speaking to this issue.

Q In the testimony that you've adopted -- and I'm sorry; I have an excerpt, but I don't have the -- let me see if I can get a page number.

I'm looking at the Georgia testimony, page 89, line 12 through 13 -- well, 14. You testify here that WorldCom's ability to provide local service will be enhanced if it can obtain certain electronic pre-ordering functionality.

Now, in other parts of the testimony -- and I'm being deliberately general here because I can't think of a specific quote -- MCI WorldCom has raised certain issues as issues which, if not resolved in MCI's favor, you believe will not permit you to order local service. Here the characterization is, is that it will enhance your ability to provide local service.

Can we agree that if you submit orders for UNEs -- I'm using the LSR process rather than the ASR process -- you will be permitted to offer local service

in BellSouth's territory?

A Yes.

Q Let's go to Issue 81. What is it that MCI wants in the language it's proposing that has caused us to have Issue 81?

A MCI wants to decouple the service inquiry function from the ordering function. MCI wishes to be able to find out whether service is available at a specific customer location prior to issuing an order. It is my understanding that I cannot do that separate from issuing the order, which means that I will have to sell something to a customer before I can find out that that something is available.

We simply want to be able to issue a service inquiry, receive the information back, make our sale or work with our customer to determine what they need; and then, should that customer be interested in buying from us, issue the service order to BellSouth.

Q You've testified that BellSouth uses the service inquiry function or substantially similar function in its own retail units. Is that your understanding?

A Yes, that is my understanding.

Q Is it your understanding that BellSouth uses that functionality for all services that it offers

customers?

A It is my understanding that the service inquiry process is primarily related to complex orders. That for a simple migration of a residential line that one could assume that a service inquiry was not required.

Q Are you requesting the ability to perform a service inquiry for any order that you place, regardless of the type?

A We understand that -- I need to discriminate here, divide this between the residential service and the more complex services where we need detailed information on CFA, circuit numbers, information like that. We need the service inquiry process for the complex because we need more detailed information that will allow us to work with our customers to understand the type of service that they will purchase from us.

To the extent that a small business customer would be ordering something that would require us to understand the way in which the circuit is made up or the equipment on it, we might use that process for that as well.

Q Well, let's see if we have any ground for a common understanding here of this. There are -- to the extent that BellSouth in its own retail operations does

not perform a service inquiry function for placing an order for, say, a residential service, is MCI still requesting the ability to do that?

A MCI is requesting that the service inquiry process be available to us for the more complex services and for the larger services such as DS0s through DS3s. However, on the residential side, should a customer want a new line and we wish to be able to see whether cut-through was available, one would assume that that would not be removed from the current BellSouth pre-order inquiry systems.

Q I'm trying to get at this a slightly different way. I want you to assume for purposes of my question that if a residential customer calls BellSouth for a new connection, the BellSouth service rep to whom that customer is talking does not have the ability to do a service inquiry at that point. Just assume that that's true for purposes of my question.

A Okay.

Q Assuming that's true, is it MCI WorldCom's position that it wants the ability to do that in any event?

A Assuming that there is no way that a retail residential service representative is able to tell whether there are facilities available at the

customer's location and that those facilities, which are generally referred to as cut-through facilities, are in place, we would be looking for parity on the residential side.

Issue 80 speaks to a larger business issue and speaks to complex services to the extent that this service inquiry process is required for a residential customer who wants to have a high-speed data service of some sort and that we would wish to be able to do that.

Q Two things. I think you said Issue 80. Did you mean Issue 81?

A I apologize, Issue 81.

Q That's fine. And I want to make sure I understand when you say no way. You used the phrase that as long as there's no way that the BellSouth service rep could obtain the information. I don't know how broadly you meant to use it. Do you mean that if the service rep could get up from his desk, get on the elevator, go down to a different department, find out who he needs to talk to, get on the phone and come back and talk to the customer 25 minutes later, would that fall within your definition of no way? Or do you mean to say if the service rep isn't getting that information on his screen, you'd be satisfied to be at parity?

A We need to be at parity with what is provided to service reps. Clearly, if a service rep can get up and go talk to someone in another department and get that information and my service rep is not able to go talk to that same person, I don't see us at parity.

Q If BellSouth's organization which has responsibility for outside plant information is operating under guidelines and procedures that say, you know, if your friend calls you, we don't give you that information, we have to treat CLECs and our retail units the same, would that satisfy your concerns?

A If we're speaking purely about the residential process --

Q Right.

A -- for a simple loop/port combination which we and MCI WorldCom call UNE-P, we would certainly -- we would consider parity to be something that is well defined, that there is a process in place, and that process is adhered to and tested.

Q Now, BellSouth has loop makeup information available to CLECs; is that correct?

A It is my understanding that BellSouth has recently put a loop makeup query -- I believe it is the LFACS database -- into a test mode; that is, that it is

being developed and there may be some CLECs who are testing it. Not having seen the test results or not having had the opportunity to test it ourselves, I cannot answer the availability question or speak to whether it meets our needs.

Q So you haven't even seen -- you don't know what -- what information is available through the loop makeup at this point; is that right?

A I do not personally know what is available through that hookup.

Q Let's go to Issue 83. This is the RSAG database, which is what, residential street address guide?

A That is correct.

Q BellSouth is willing to provide access to the database to MCI WorldCom; correct?

A That's my understanding.

Q What we're disagreeing about here is the terms under which those -- that information will be provided; correct?

A We are disagreeing specifically about the licensing agreement.

Q Why is MCI WorldCom unwilling to agree to do a license agreement?

A MCI WorldCom does not agree with the

limitations in this licensing agreement particularly and the restrictions.

We have a number of subsidiaries. We get new subsidiaries every day. And WorldCom grows and contracts. We want to be able to use this data, which is, as you said, the addresses of consumers for the business units that would need it.

We receive this data today from Verizon and from SBC without such a licensing agreement. And we see the terms of the agreement as particularly onerous.

Q Who develops the RSAG?

A I can't answer that question. I don't know.

Q I'm obviously not asking for a legal conclusion, but do you disagree with BellSouth's characterization of RSAG as an intellectual property database, as you understand the term "intellectual property"?

A As I understand the term "intellectual property," I do not understand why BellSouth thinks that the addresses of consumers are intellectual property. We need this information so that we may send BellSouth orders that they can process correctly.

Q Well, what information do you get from the RSAG besides street address, anything?

A My understanding is that we get the proper

street address information that we can use to validate the address information that we send to BellSouth in order to order local services. Since BellSouth's LSR requires that we send the complete service address for a customer, we need this data so that we may insure that we send a proper order.

Q Well, is that information easily available from any other source?

A I don't believe so. Part of the issue with local telecommunications services is that the actual address at which service is being provided is not necessarily the address at which the customer believes he lives. Therefore, we place -- we believe it is important to have that data so that we may send a complete and accurate order.

Q Do you believe that MCI WorldCom should be permitted to take the information in the RSAG database and resell it to other CLECs who want the information?

A I do not have an opinion on other potential uses of the RSAG. We specifically request this data for local service provisioning, but we need to be able to use it as we bring on new subsidiaries or as we change the way in which we are structured.

Q Well, setting aside the issue of other uses of the RSAG, if the only concern were organizational

issues and subsidiary issues, couldn't that be addressed by simply addressing that in the license agreement?

A If you are suggesting that perhaps our negotiating teams can go back to work on this licensing agreement and try to negotiate a better answer, I would be happy to instruct them to do that.

Q Well, I guess my -- that's sort of my direction. It's my understanding that, at least as of today, MCI's position is that they will not agree to sign any licensing agreement. In other words, we're not really disagreeing over the specific terms and conditions of the licensing agreement. You all do not want to have to sign any licensing agreement. Do I misunderstand your position?

A Why we prefer not to sign a licensing agreement -- and as I have said, we have not signed such agreements in other jurisdictions. This is the first time that I have heard this offer. And if you would like to put it in writing so that we can put it with the negotiating teams, I would think they would be interested in looking at it.

Q Well, let's be clear about the characterization of my question as an offer. The way we got here was my simple question, that if the only

thing you're concerned about is covering subsidiaries, why can't we deal with that in the licensing agreement?

A And again, I believe we could take this back to our negotiating teams, but I would need to see what BellSouth would be willing to negotiate with us.

Q Is there anything other than the issue of subsidiaries that you have a concern about with respect to the licensing agreement?

A I'm concerned about needing to return this data to BellSouth because, again, I don't understand why BellSouth would want it back. And I understand that that is also in the licensing agreement.

Q Well, we've talked about the fact that this information is not readily available from another source; correct?

A We've talked about the fact that the actual premise location required for service provisioning for a residential customer is not necessarily the same as that customer's readily available postal address.

Q So BellSouth has gone to some trouble to put together what you certainly believe is a valuable set of information?

A To the extent that BellSouth has already provisioned these customers and is the only entity that knows where they actually provisioned the customers,

since at the time that this provisioning took place they were the only company doing that business, I can't exactly -- I don't know whether we should characterize this as a great deal of time and effort. It was a process that they went through as they provisioned over the last many years' service. They kept records of some sort of where customers were provisioned.

Q You think a new cable company coming into a community would want to have this type of information?

A I can't speak for a cable company. Again, I can only speak to what MCI WorldCom wishes to do with this data. And that is to insure that our orders are properly formatted and correct so that customers may get service without any delay or without problem. And so that both of our organizations, MCI WorldCom and BellSouth, don't have a significant number of rejects because of misformatted orders or incorrect service addresses.

Once this information has been given to us and we all begin to use it, it changes as new customers get provisioned. And to reconstruct it and return it seems to be both potentially an onerous and potentially an unnecessary thing to do. So that as our teams -- if our teams were to sit down and negotiate on this agreement, that would be another issue that we would

ask them to discuss together.

Q Well, as I understand it, there is no disagreement between the parties about whether MCI WorldCom is entitled to use RSAG in connection with the provision of local exchange telephone service. Is that your understanding as well?

A That is my understanding. It is my understanding also that the terms of the licensing agreement are onerous and need to be worked through.

Q Well, in terms of the onerous nature of the license agreement, as you have described it, the only two things we've talked about so far are restrictions on affiliates and the obligation to return the data. Are there any other issues that you're aware of?

A In terms of the provisioning of service and potentially other services that could be offered, we would need to have some further discussions on this licensing agreement and how it would impact those services. I believe that our negotiators could be able to work through such things since I believe I hear you suggesting that the BellSouth negotiators would be willing to take another look at this licensing agreement.

Q Well, I don't know if they would or not. I'm trying to actually look at the reverse, which is

whether MCI is willing to consider the -- any license agreement at all.

Let me follow up on these questions. If there are no restrictions on MCI's use of this information for an affiliate, for example, MCI WorldCom could have an affiliated cable television company and, if there are no restrictions at all, could provide the RSAG information to its cable television affiliate; correct?

A I'm listening.

Q Is that correct? If there are no restrictions?

A If there are no restrictions, correct.

Q But a new cable television provider would not be entitled, at least under your understanding of the act, to request this kind of information from BellSouth, would it?

A I have no knowledge of what agreements BellSouth would or could make with any other local service providers or cable providers or wireless providers or any other providers. I can only speak for MCI WorldCom.

MR. TWOMEY: Let's take a short break.

(Recess taken from 11:30 to 11:32 a.m.)

MR. TWOMEY: 84 is gone; correct?

MR. O'ROARK: 84 is gone as of today.

MR. TWOMEY: You say 87 is gone as well?

THE WITNESS: That is correct.

MR. O'ROARK: Sometimes we communicate those things through your negotiators.

BY MR. TWOMEY:

Q Is 88 your issue?

A Yes. I've adopted Mr. Martinez's testimony on that.

Q What is the issue in 88?

A 88 is an issue that has, I believe, been around since divestiture. When BellSouth provides service to a customer, a business customer, BellSouth's installer will agree to bring the cable all the way to the customer's equipment. He will charge him a retail service charge for what has been termed in the industry moving the D mark. That is, bringing the cabling from the initial D mark up to where the customer's equipment is.

BellSouth has the ability to do this for its retail customers. MCI WorldCom would like to be able to purchase such services from BellSouth at the retail rate so that if our customer needs to have the cabling run from the D mark to his equipment that we could simply use BellSouth to do that and pay retail rate,

just as a retail customer would pay that retail rate.

Q The loop that we commonly refer to, the standard two-wire loop for a residential customer, will terminate at the network interface device?

A That is correct.

Q At the customer's location?

A That is correct.

Q Known affectionately as the NID?

A Yes.

Q That's the little box under your house, or on the side of your house, or in your house that we also refer to here as the demarcation point; correct?

A Yes. This issue, however, does not speak to customer inside wire, residential inside wire. It speaks to the business side of the issue.

Q All right. Let me make sure I understand. In a residential -- well, first of all, are you saying it doesn't concern residential customers at all?

A That is correct.

Q So this is only in circumstances where you have a small business or large business customer?

A That is correct.

Q And I take it MCI never leaves any money on the table. Your willingness to pay the full retail rate is a recognition that it is not either a resale

issue or an unbundled network element issue under the act; is that right?

A That is correct.

Q This is something that we don't have to do under the act but you would like us to do anyway?

A Yes. You have the technicians. We would like you to do it. We would pay you the retail rate.

Q And we are not the only provider of that service, are we?

A That is correct. We could contract elsewhere, but for most customers it is simpler to have a single company do it.

Q Well -- and I know you're not a lawyer, but you are the policy witness on this specific issue, so I need to ask the question. You may object to it, but is it your position that it is -- well, do you believe it is appropriate for MCI to ask the state commissions to order BellSouth to do something that you agree is not required under the act?

MR. O'ROARK: I will object because it calls for a legal conclusion.

BY MR. TWOMEY:

Q I'll limit my question to your understanding.

MR. O'ROARK: Subject to my objection, Ms.

Lichtenberg, you can answer his question.

A (Continuing) I believe the state commissions want to make sure that as the market opens parity is provided. To that extent, I believe that they could ask BellSouth to do this or -- and again, without drawing a legal conclusion, order BellSouth to do it.

Q Let's move to Issue 89. You were not present for Mr. Pate's deposition, were you?

A No, I was not.

Q Do you have an understanding of how BellSouth's systems handle an LSR?

A I have a limited understanding of how BellSouth's systems process an LSR. I understand that there are fatal rejects and that there are additional types of rejects, that an order may get through, if you will, the first gate and then might fail for additional reasons after that gate.

Q Let's be very broad for the first question. Is it your testimony, is it your position that BellSouth should modify its system to eliminate the distinction between fatal errors and subsequent errors?

A No, it is not.

Q Well, then, let's make sure I understand what the issue is. Is the issue here that BellSouth

should return all errors on a single LSR when it's rejected?

A We would like BellSouth, outside of the fatal reject, which immediately kills the order and ships it back, to provide us with a full list of rejects. I understand that BellSouth is offering to make its best effort to do so and that -- and I am hoping that that will include a complete definition of each reject code that comes back and what it means.

Q Okay. So you are not seeking a change in the first category we'll call fatal errors?

A That is correct.

Q So just to be clear for the record and, you know, if we later use this, if a -- you may submit an LSR which contains a fatal error and another error that would be bounced the first time for the fatal error, which could be corrected, resubmitted and bounced again. That circumstance would be acceptable to MCI WorldCom and your current position; correct?

A Yes. We understand that there are some fatal errors that immediately halt processing.

Q Right.

A At this point I do not have a list of those fatal errors, but I would assume that BellSouth would be providing full documentation on error codes, reasons

for rejection, what is fatal, et cetera.

Q So changing the hypothetical to a situation where there are no fatal errors but there are multiple other errors, that is where you want to have all of those other multiple errors identified by BellSouth before the order is returned?

A To the extent that the systems check that LSR and note the errors in it, we would like those returned to us.

Q Okay. I'm not sure how to articulate a clear question on this, but I'm trying to get an understanding of where our differences are. If BellSouth's systems the way they are presently configured cannot identify all of the nonfatal errors in one exercise, assuming that's true, are you asking for a modification of the systems from a technical standpoint?

A We are not asking for a system modification.

Q Okay.

A We are asking for clarification, documentation, explanation, and, as we begin to move into business, assistance in understanding errors so that we may provide orders that complete as much as possible.

MR. O'ROARK: Mr. Twomey, if you're through

with that line, can we go off the record for a moment?

MR. TWOMEY: Sure.

(Discussion off the record.)

MR. TWOMEY: Let's go back on the record.

BY MR. TWOMEY:

Q Issue 90, what's the issue here?

A The issue in 90 is simple. There are some cases where an order will be submitted manually. We need to know that the order has been completed. If we submitted the order via fax, we would like a fax in return. If we submitted it via EDI, we get an EDI completion. If we submit it via your graphical user interface -- I guess that's how you refer to your LENS ordering system -- we get a LENS completion.

It is my understanding that BellSouth posts these completions for the manual orders on the Web. It is difficult to train a large organization to go out, look at a Web when they think maybe an order might have completed to get that information. Other ILECs are able to send this information back via either e-mail or a fax or EDI even. And we would like BellSouth to do the same.

Q All right. Now, Mr. Pate testified, in his written testimony at least, that BellSouth does not

provide this type of order confirmation to its retail units. Did you see that?

A I read it. I am not clear on how a BellSouth retail unit determines whether a service order has been completed. I don't know whether they go to the Web or just assume that everything always gets completed.

Q Well, in either event or some other event, you have no evidence to disagree with Mr. Pate that we're not providing the type of order confirmation for manual orders that you are seeking in this proceeding to our retail units; correct?

A Again, I'm not familiar with your retail processes. However, in the competitive services arena, the critical piece or pieces that we must do are take responsibility for customer problems and begin to bill the customer. We can only do those two critical things after we receive a completion.

We believe, therefore, that BellSouth should be providing that completion in a way that we can get it without having to go and search for it on the Web, not knowing when to search for it. Again, since other ILECs have been able to do this, I don't understand why BellSouth could not.

Q Well, I've asked you a line of questions

similar to what I'm about to ask you with respect to some of the other issues. And I know you're not a lawyer, but you do understand that there's a distinction between BellSouth's obligations under the act and as interpreted by the FCC and those functionalities which MCI would like to have to better position itself in the marketplace or whatever. You do understand there's a distinction between those two things?

A I understand that there is a distinction. However, I also understand that the FCC is concerned that customers are provided parity of services, including not being left in limbo about who to report trouble to or being billed before they receive services and that, therefore, it is important to be able to get these notifications in the best way, the most clear way possible.

Q Has the FCC specifically addressed this issue in any of its orders?

A I do not know.

Q Is it your position that BellSouth should provide functionalities to WorldCom if it has the ability to do so, irrespective of whether there are any obligations under the act for it to do so? I know it's kind of a long question, but, as a professor of

English, I'm sure you followed it.

A I heard all the subordinate clauses. And again, I am not an attorney.

Q I understand.

A So I can answer it only from the perspective of someone who wants to be able to provide services to customers.

We're asking for something very simple here that will allow us to serve our customers the way that BellSouth serves its customers. Given that, I would think that BellSouth would want to do such a thing.

Q Let's go to 91. What's at issue here?

A 91 is again an issue for the more complex services. It is not an issue for residential UNE platform. We would expect that BellSouth would provide a FOC, firm order confirmation, on residential UNE-P migrations and new lines within four hours. And we understand that for residential service where there are few questions about facilities availability that those facilities do not need to be checked in advance.

For business services, however, we believe that the time that BellSouth has proposed, two days for a DS0 or DS1 and three days for a DS3, should give BellSouth the ability to check its inventory and see if those facilities are available so that they may make a

firm order commitment, actually a firm order commitment.

Q Do you think that the interval should vary depending on the number of -- the quantity of the loops or trunks that are ordered?

A We have asked -- we believe that the time frames are long enough to satisfy that need without restructuring. We have reviewed the web site where the interval guide is made available. This is a long time period. The information is available in BellSouth so we believe we should be able to meet it.

Q Now, if you do not have this information, you could place an order and get back a pending facilities response, correct, among other thing?

A We would receive a firm order commitment and then we would receive either a jeopardy or a pending facilities. I'm not sure what actual term BellSouth uses. The problem with that, particularly for a business customer, is that we are trying to organize and orchestrate a cut-over. And it's important to be able to provide that customer with knowledge of when they can plan that.

Q Now, Mr. Pate has testified that BellSouth will commit to a due date to its customers before checking facilities. Did you read that testimony?

A I saw that in the testimony.

Q So BellSouth will deal with the situation of a customer who thought he was getting service on one date who gets it on a later date under those circumstances; correct?

A I understand that in an environment with little local competition that BellSouth is doing that.

Q Now, are you requesting that MCI WorldCom have a functionality that is different from what BellSouth is providing to its own retail units?

A Again, the only thing I know about what is provided to the BellSouth retail units is what I've read in the testimony. And we are requesting that, given the amount of time required for this firm order commitment, that this facilities check be done. Obviously, two or three days allows time to check databases.

Q Well, you said on a number of occasions in the deposition today that what MCI WorldCom expects is parity. Have you used that phrase?

A I have used that phrase.

Q Well, if BellSouth does not provide this functionality to its own retail units, what you're asking for, at least with respect to Issue 91, is greater than parity with BellSouth's operating units;

correct?

A What I am suggesting is that the definition of parity does not necessarily mean that if company A provides poor service or slow service that company B should be provided the same poor or slow service, that what we need to be provided -- and perhaps we tend to lump this too much under the rubric of parity -- is a fair opportunity to compete. We believe that it is possible for BellSouth to make the firm order commitment a firm order commitment and that this can be done within the time frames that BellSouth has noted.

MR. TWOMEY: That's all I have. I appreciate your time.

THE WITNESS: Absolutely. Thank you.

MR. O'ROARK: I may have one question.

MS. PATTI CHRISTIANSON: Hello?

MR. TWOMEY: Hi.

MS. PATTI CHRISTIANSON: This is Patti Christianson. I don't have any questions. I just wanted to make sure we got on the record that the parties are intending that this deposition may be used in the Florida docket 000649.

MR. TWOMEY: Yes.

MS. PATTI CHRISTIANSON: BellSouth/MCI

arbitration.

MR. TWOMEY: Yes. As a matter of fact, we are intending that it be available for use in all of the arbitrations that are currently pending, which would be North Carolina, Georgia, Tennessee, and Florida. I don't have all the other docket numbers handy.

MS. PATTI CHRISTIANSON: Thank you. I just wanted to clarify that.

MR. O'ROARK: This is De O'Roark with WorldCom. I have one question for Ms. Lichtenberg.

DIRECT EXAMINATION

BY MR. O'ROARK:

Q Ms. Lichtenberg, I'd like you to take a look at page 8, line 15 of your rebuttal testimony. And please read to yourself starting at line 15 at the end of the paragraph. Mr. Twomey asked you some questions about whether WorldCom would be interested in selling the RSAG database to other carriers.

A Yes. I'll read --

Q Does that --

A I believe it's --

Q Does that rebuttal testimony refresh your memory on WorldCom's position on that?

A Yes, it does. Thank you. This is starting at line 15. "WorldCom certainly has no intention of attempting to sell the data on the open market, even assuming there were a market for such nonproprietary data, and WorldCom would agree to such a restriction. WorldCom would not, however, be bound by additional restrictions."

Q Just to tie it up, Ms. Lichtenberg, does WorldCom have plans or a desire to sell the RSAG to companies outside the WorldCom corporate umbrella?

A Absolutely not. WorldCom wants to use the RSAG data to make sure that our orders are properly formatted and result in service for our customers.

MR. O'ROARK: I have nothing further.

MR. TWOMEY: This is Mike Twomey. I have just a couple of follow-ups to that line of questions.

RECROSS EXAMINATION

BY MR. TWOMEY:

Q You said that MCI WorldCom wants to ensure that the -- and I'm paraphrasing -- the orders are submitted properly and you're permitted to offer service to your customers, or you're able to offer service to your customers. Are you talking about local telephone service in that sentence?

A In that sentence I am talking about local telephone service.

MR. TWOMEY: That's all I have.

(Deposition concluded at 12:10 p.m.)

E R R A T A S H E E T

I, the undersigned, SHERRY LICHTENBERG, do hereby certify that I have read the foregoing deposition and that to the best of my knowledge, said deposition is true and accurate (with the exception of the following corrections listed below).

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NOTARY PUBLIC SHERRY LICHTENBERG

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DATE
My Commission Expires:

C E R T I F I C A T E

G E O R G I A:

GWINNETT COUNTY:

I hereby certify that the foregoing deposition was taken down, as stated in the caption, and the questions and the answers thereto were transcribed under my direction; that the foregoing pages 1 through 80 represent a true and correct transcript of the evidence given upon said hearing, and I further certify that I am not of kin or counsel to the parties to the case; am not in the regular employ of counsel for any of said parties; nor am I in any way interested in the result of said case.

This, the 22nd day of August 2000.

Jeanine M. Ritter
Certified Court Reporter
CCR No. B-1270

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'96 [2] 19:7 19:7

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/ [16] 80:6 80:7 80:8 80:9 80:10 80:11 80:12 80:13 80:14 80:15 80:16 80:17 80:18 80:19 80:20 80:21

-0-
000649 [1] 76:23

-1-
1 [1] 81:7
10 [1] 12:18
100 [1] 34:6
10:32 [1] 40:13
11901-U [1] 1:6
11:30 [1] 63:24
11:32 [1] 63:24
12 [1] 50:12
12:10 [1] 79:4
12th [1] 5:14
13 [2] 6:14 50:12
14 [1] 50:12
15 [4] 1:16 77:16 77:17 78:2
1996 [3] 1:8 18:20 44:12
1:42 [1] 40:13

-2-
2000 [2] 1:17 81:14
22202 [1] 5:15
22nd [1] 81:14
25 [1] 54:21
2637 [1] 1:24
271 [7] 19:15 19:22 20:1 22:24 22:25 23:5 23:14
284-5498 [1] 2:5

-3-
30015 [1] 1:24
30328 [1] 2:4
30375-0001 [1] 2:9
3200 [2] 1:17 2:4
335-0750 [1] 2:9

-4-
404 [1] 2:9
4300 [1] 2:8

-5-
5 [2] 3:5 17:9

-6-
675 [1] 2:8

-7-
701 [1] 5:14
76 [2] 24:16 25:1
77 [1] 3:6
770 [2] 1:25 2:5
78 [5] 3:7 24:16 25:19 28:7 32:14
788-2373 [1] 1:25

-8-
8 [1] 77:16
80 [10] 24:16 25:19 40:15 41:7 43:8 44:8 47:25 54:5 54:10 81:7
81 [6] 24:16 25:20 51:3 51:5 54:11 54:12
83 [3] 24:16 25:20 56:11
84 [7] 4:5 4:5 4:24 24:16 25:3 63:25 64:1
85 [1] 17:10
87 [5] 24:17 25:20 26:5 26:7 64:2
88 [3] 64:7 64:10 64:11
89 [2] 50:12 67:8

-9-
90 [2] 70:7 70:8
91 [5] 24:17 25:20 73:12 73:13 75:24
9:23 [2] 1:16 4:2

-A-
a.m [4] 1:16 4:2 40:13 63:24
abandon [1] 45:21
ability [13] 20:6 23:2 34:9 35:2 50:13 50:22 52:7 53:3 53:16 53:21 64:20 72:23 73:24
able [28] 23:7 23:9 23:11 29:17 31:22 34:7 34:21 35:6 44:3 44:4 47:23 51:8 51:14 53:8 53:24 54:9 55:4 57:5 58:21 62:19 64:21 70:21 71:23 72:15 73:6 74:11 74:21 78:23
absolutely [4] 24:19 42:19 76:14 78:11
acceptable [1] 68:18
accepting [1] 46:21
accepts [1] 46:19
access [12] 1:4 20:6 21:16 31:15 35:18 36:5 41:7 41:16 41:17 44:10 47:13 56:15
accommodate [1] 18:9
account [1] 30:24
accounts [1] 31:6
accurate [2] 58:15 80:3
act [7] 1:8 63:16 66:2 66:5 66:19 72:5 72:24
acts [1] 20:19
actual [7] 15:14 15:21 35:2 43:5 58:10 60:16 74:17
addition [3] 7:3 9:21 21:21
additional [6] 14:19 15:15 19:21 67:15 67:17 78:6
address [15] 5:12 5:14 24:23 36:23 47:9 47:10 48:11 56:12 57:24 58:1 58:2 58:4 58:11 58:12 60:19
addressed [2] 59:2 72:18
addresses [3] 57:6 57:20 61:18
addressing [1] 59:2
adequately [1] 50:2
adhered [1] 55:20
administrative [1] 24:8
adopted [4] 22:20 24:13 50:8 64:8
advance [1] 73:20
advantage [2] 46:18 47:2
advantageous [1] 47:8
affect [1] 26:13
affectionately [1] 65:8
affiliate [3] 29:3 63:5 63:8
affiliated [1] 63:6
affiliates [1] 62:13
again [14] 17:23 34:1 38:16 49:9 60:3 60:10 61:10 67:5 68:18 71:13 71:22 73:3 73:13 75:11
against [1] 47:18
agree [12] 31:25 35:24 37:6 42:24 49:6 50:23 56:23 56:25 59:10 64:14 66:18 78:5
agreed [1] 37:3
agreement [27] 1:6 10:14 10:19 10:25 32:1 32:2 37:5 56:22 56:24 57:1 57:9 57:10 59:3 59:6 59:11 59:13 59:14 59:17 60:2 60:8 60:12 61:25 62:9 62:11 62:18 62:23 63:2
agreements [9] 9:22 9:23 9:25 10:2 11:6 19:6 31:10 59:18 63:18
allow [4] 15:15 22:6 52:16 73:9
allows [2] 48:6 75:16
almost [1] 34:5
alternative [1] 33:13
alternatives [2] 30:9 30:17
always [1] 71:6
Ameritech [2] 22:5 22:5
among [5] 9:3 40:6 42:10 42:21 74:14
amount [1] 75:14
analysis [1] 18:7
analyze [1] 18:1
announcement [1] 4:3
answer [10] 33:21 39:22 45:8 46:24 49:9 56:4 57:12 59:6 67:1 73:5
answered [1] 9:19
answers [3] 9:18 25:14 81:6
anyway [1] 66:5
apologize [2] 28:25 54:12
APPEARANCES [1] 2:1
application [7] 20:1 22:24 22:25 23:5 23:6 23:14 23:20
applied [1] 30:19
appreciate [2] 4:16 76:13
appropriate [1] 66:17
approve [1] 21:20
approving [1] 21:18
arbitration [3] 1:6 28:3 77:1
arbitrations [4] 22:18 27:18 27:20 77:4
area [1] 14:16
areas [1] 14:18
arena [2] 17:23 71:14
Arlington [3] 5:15 6:15 6:17
arm [1] 23:9
arrangement [1] 39:2
articulate [1] 69:10
aside [1] 58:24
ASR [13] 43:3 43:24 44:2 44:4 45:7 45:19 46:6 46:10 46:15 46:20 46:22 48:2 50:24
ASRs [6] 41:22 43:16 44:22 45:25 47:20 47:21
assignment [1] 48:10
assistance [1] 69:22
assistant [2] 13:15 17:13
assume [10] 27:20 35:7 37:6 44:19 52:5 53:9 53:13 53:17 68:24 71:6
assuming [6] 33:22 34:1 53:20 53:23 69:15 78:4
AT&T [18] 12:13 12:20 13:2 13:11 14:6 14:7 14:17 14:21 14:22 15:1 15:10 16:7 17:8 17:14 18:2 18:5 18:20 23:22
Atlanta [3] 1:18 2:4 2:9
Atlantic [6] 19:14 20:17 20:24 21:15 34:19 42:15
Atlantic's [3] 20:1 20:5 23:14
Atlantic/GTE [2] 19:18 21:11
attempting [1] 78:3
attorney [4] 5:8 31:7 34:18 73:3
attorneys [3] 10:21 10:24 11:3
August [2] 1:16 81:14
automated [1] 41:18
availability [2] 56:4 73:19
available [19] 35:13 38:10 39:14 48:9 51:8 51:13 53:5 53:9 53:25 55:22 56:7 56:9 58:7 60:14 60:19 73:25 74:9 74:10 77:3
aware [3] 35:17 43:14 62:14
away [1] 33:1

-B-

b [3] 3:12 32:1 76:4
B-1270 [2] 1:15 81:18
bachelor's [1] 13:20
background [1] 11:23
ball [1] 43:7
Barrett [5] 4:7 4:8 4:10 4:23 5:1
basis [3] 27:6 28:22 49:20
becoming [1] 35:21
begin [4] 33:16 61:20 69:21 71:16
beginning [1] 37:21
begun [1] 41:13
behalf [2] 25:7 28:2
believes [4] 38:23 43:12 45:24 58:12
Bell [13] 15:23 16:2 19:14 19:18 19:25 20:5 20:17 20:24 21:11 21:15 23:13 34:19 42:14
BellSouth [112] 1:7 2:6 2:8 5:8 10:7 10:13 10:25 11:1 11:6 19:21 22:12 28:10 28:17 28:22 29:1 29:4 31:16 31:23 31:25 32:6 32:14 32:18 33:1 33:6 33:16 34:12 34:13 35:7 35:9 35:11 35:24 38:17 38:21 38:24 39:1 39:16 42:10 42:17 43:8 43:12 43:15 43:18 44:15 44:25 45:4 45:8 45:13 45:17 45:19 45:20 46:19 47:12 48:7 49:17 51:18 51:19 51:24 52:25 53:11 53:14 53:15 54:15 55:21 55:23 56:15 57:19 57:22 58:2 60:5 60:10 60:11 60:20 60:23 61:16 62:21 63:17 63:19 64:12 64:20 64:22 64:25 66:18 67:5 67:6 67:21 67:25 68:3 68:6 68:24 69:5 70:16 70:22 70:25 71:4 71:19 71:24 72:21 73:10 73:11 73:15 73:22 73:24 74:10 74:17 74:23 75:2 75:7 75:10 75:12 75:22 76:9 76:11
BellSouth's [22] 28:19 30:12 31:15 31:19 32:19 32:22 34:15 38:7 38:12 43:11 43:21 44:18 51:1 55:7 57:14 58:3 64:13 67:12 67:14 69:13 72:4 75:25
BellSouth/MCI [3] 22:18 27:18 76:25
below [1] 80:4
best [6] 6:24 30:8 35:22 68:7 72:16 80:3
better [3] 35:16 59:6 72:6
between [14] 8:5 9:14 9:20 10:6 10:13 20:19 21:7 28:8 32:9 52:11 62:3 67:22 72:4 72:8
bidding [1] 18:6
bids [1] 17:19
bigger [1] 12:6
bill [1] 71:16
billed [1] 72:14
board [3] 28:13 29:4 29:14
bought [1] 15:22
bounced [2] 68:16 68:17
bound [2] 28:20 78:6
box [2] 1:24 65:10
break [10] 39:8 39:10 40:12 40:17 40:17 40:18 40:21 40:21 41:2 63:23
Brian [3] 10:22 11:11 11:12
bring [4] 6:25 18:4 58:22 64:14
bringing [1] 64:17
broad [1] 67:19
broadly [1] 54:17
business [45] 5:12 5:21 8:2 8:4 8:7 8:19 17:6 17:15 25:23 25:24 26:2 26:14 26:15 26:18 26:20 26:23 27:4 27:12 27:14 29:21 30:22 38:22 46:6 48:15 48:16 48:17 49:1 49:6 49:13 49:14 49:16 49:21 49:22 49:25 52:18 54:5 57:7 61:2 64:13 65:15 65:21 65:21 69:22 73:21 74:19
businesses [1] 50:4
buying [1] 51:17

-C-

C [2] 81:1 81:1
cable [7] 61:8 61:10 63:6 63:8 63:14 63:20 64:14
cabling [2] 64:17 64:23
calls [6] 15:11 15:13 15:14 53:14 55:10 66:20
cannot [7] 33:20 42:2 45:8 47:10 51:10 56:4 69:14
capabilities [1] 41:21
capability [1] 46:22
caption [1] 81:5
care [1] 7:24
Carolina [1] 77:5
carrier [16] 7:24 9:10 9:14 9:17 10:7 10:8 10:22 11:6 26:21 27:2 27:11 27:11 27:12 35:19 41:25 42:4
carriers [5] 41:15 44:13 44:17 45:18 77:20
carries [1] 27:13
case [9] 4:6 4:11 4:11 23:4 23:17 37:15 38:22 81:10 81:13
cases [4] 24:4 41:18 50:5 70:9
category [1] 68:11
caused [1] 51:4
CCR [1] 81:18
centralized [1] 33:15
certain [4] 1:6 24:19 50:14 50:19
certainly [9] 18:13 25:25 26:13 33:15 41:3 42:16 55:17 60:21 78:2
Certified [2] 1:15 81:17
certify [3] 80:2 81:4 81:9
cetera [1] 69:1
CFA [2] 48:10 52:13
change [2] 58:23 68:10
changes [1] 61:20
changing [1] 69:2
characterization [4] 39:3 50:21 57:15 59:24
characterize [2] 14:5 61:3
charge [4] 11:18 49:12 64:15 64:16
charges [1] 34:3
chart [1] 11:10
check [5] 34:9 69:7 73:24 75:15 75:16
checked [1] 73:20
checking [1] 74:25
cheerfully [1] 35:8
choices [1] 47:11
choose [2] 36:2 49:8
chose [1] 15:16
chosen [1] 30:11
Christianson [6] 2:14 76:16 76:18 76:19 76:25 77:8
circle [1] 24:14
circuit [7] 48:10 48:17 48:18 48:21 48:22 52:13 52:20
circumstance [1] 68:18
circumstances [2] 65:20 75:5
clarification [1] 69:20
clarify [1] 77:9
class [1] 17:9
clauses [1] 73:2
clear [7] 33:11 36:19 59:23 68:13 69:11 71:3 72:16
clearly [5] 32:19 43:2 43:6 50:3 55:2
CLEC [3] 41:10 41:24 45:9
CLECs [18] 21:17 23:3 28:14 29:17 34:7 37:25 37:25 42:2 42:23 43:9 46:19 46:21 46:24 47:10 55:11 55:22 56:1 58:18
close [1] 29:11
closed [3] 24:15 25:1 25:3
closely [2] 32:5 34:19
closer [1] 27:20
code [1] 68:9
codes [1] 68:25
cold [1] 37:24
College [1] 13:21
color [1] 41:4
combination [1] 55:16
coming [1] 61:8
commencing [1] 1:16
Commerce [2] 22:2 22:3
commercial [5] 23:8 42:11 42:18 42:22 43:1
commission [19] 1:2 4:16 19:14 19:15 19:20 19:21 19:25 21:19 21:20 22:1 22:2 22:3 22:12 22:14 23:19 24:1 42:10 42:14 80:25
commissions [2] 66:17 67:3
commit [1] 74:24
commitment [6] 74:1 74:2 74:15 75:15 76:10 76:10
common [1] 52:24
commonly [1] 65:2
communicate [1] 64:4
communication [1] 9:19
Communications [2] 1:5 2:2
community [1] 61:9
companies [14] 6:23 7:15 7:25 9:4 9:23 9:24 28:4 29:16 32:24 34:22 41:15 44:23 45:2 78:10
company [20] 9:7 9:13 9:21 10:5 11:16 19:10 20:20 29:12 35:15 40:8 41:10 45:10 45:11 61:2 61:8 61:10 63:6 66:12 76:3 76:4
compete [1] 76:8
competition [2] 34:6 75:7
competitive [9] 35:18 41:13 45:1 46:23 47:2 47:5 47:10 49:16 71:14
competitively [1] 47:8
complete [7] 21:14 46:6 46:7 58:4 58:15 68:8 69:23
completed [5] 27:21 70:10 70:20 71:5 71:7
completion [4] 70:13 70:15 71:18 71:20
completions [1] 70:17
complex [6] 52:3 52:12 52:15 53:5 54:6 73:13
concern [5] 20:1 28:19 58:25 60:7 65:18
concerned [5] 20:3 42:17 60:1 60:9 72:11

concerning [2] 1:7 34:15
concerns [2] 27:13 55:12
concluded [1] 79:4
conclusion [3] 57:14 66:21 67:6
Concourse [2] 1:17 2:3
conditions [3] 1:6 43:5 59:13
conduit [1] 11:2
configure [1] 49:11
configured [1] 69:14
confirmation [3] 71:1 71:10 73:16
connection [2] 53:15 62:4
consider [2] 55:18 63:1
consideration [1] 21:5
considered [2] 11:20 12:4
considering [1] 20:24
consult [1] 10:9
consulted [1] 25:13
consulting [1] 31:3
consumer [9] 5:20 5:21 7:5 7:19 26:1 28:11 30:23 31:4 38:3
consumers [4] 28:15 30:7 57:6 57:20
contact [1] 10:17
contained [1] 1:13
contains [1] 68:15
continue [12] 28:17 28:20 31:25 32:14 36:17 36:19 38:18 38:21 44:3 44:4 46:9 47:22
continues [2] 36:14 41:19
continuing [2] 35:25 67:2
contract [2] 28:21 66:10
contracts [2] 25:17 57:5
conventional [1] 46:3
coordinated [1] 26:25
coordinating [1] 26:17
coordination [3] 8:5 9:7 27:10
copies [1] 24:24
copy [1] 24:22
corporate [1] 78:10
corporation [2] 7:20 50:3
correct [96] 4:25 6:10 7:7 7:16 9:1 9:6 12:22 14:11 14:23 15:18 15:19 16:5 16:16 16:23 17:2 18:12 18:21 21:1 21:9 22:19 22:21 23:15 23:16 23:18 23:20 23:21 24:18 25:1 25:2 25:4 26:2 26:3 26:15 26:16 27:4 27:5 32:12 32:16 32:17 32:21 33:19 33:25 35:14 36:5 36:10 36:11 38:8 39:4 40:8 41:23 42:5 42:6 42:12 42:13 42:20 43:25 44:13 44:14 44:17 44:20 46:2 46:4 46:5 46:17 47:3 47:6 47:13 47:15 49:3 49:4 49:21 55:22 56:14 56:16 56:20 60:15 61:13 63:9 63:11 63:13 63:25 64:3 65:5 65:7 65:12 65:19 65:22 66:3 66:10 68:12 68:19 71:12 74:14 75:5 76:1 81:8
corrected [1] 68:17
CORRECTION [1] 80:5
corrections [1] 80:4
correctly [3] 8:9 40:23 57:22
counsel [3] 3:13 81:10 81:11
count [1] 6:13
country [1] 7:12
COUNTY [1] 81:3
couple [2] 38:19 78:16
course [3] 10:6 26:20 36:21
courses [6] 14:16 14:18 14:24 14:25 15:2 15:3
court [4] 1:15 1:23 24:1 81:17
covering [1] 60:1
covers [1] 34:2
Covington [1] 1:24
created [2] 19:2 41:12
creation [1] 20:16
credit [17] 28:14 29:22 29:25 30:10 30:15 30:23 31:5 31:21 34:10 35:9 35:12 35:16 36:8 36:18 39:13 39:19 39:24
critical [2] 71:15 71:17
Cross-examination [2] 3:5 5:5
CSR [10] 35:3 35:10 35:11 35:13 35:18 36:5 36:12 36:15 38:7 38:12
current [3] 43:15 53:10 68:19
customer [62] 11:18 14:6 16:3 18:10 29:22 29:23 30:25 31:21 33:14 33:25 34:8 34:16 35:4 35:9 35:12 35:17 35:20 36:4 36:7 36:12 36:13 36:14 36:16 36:18 36:20 36:22 36:24 39:14 40:2 40:4 40:5 40:7 48:7 48:8 48:9 49:5 49:10 51:9 51:12 51:16 51:17 52:18 53:8 53:14 53:16 54:8 54:21 58:5 58:12 60:18 64:13 64:13 64:23 65:1 65:3 65:14 65:21 71:16 71:17 74:19 74:21 75:3
customer's [7] 34:2 35:2 54:1 60:19 64:15 64:18 65:6
customers [37] 7:2 8:2 8:7 8:8 9:9 16:8 16:22 20:10 23:11 26:14 26:15 27:4 30:1 32:25 37:25 38:1 48:15 49:14 49:15 52:1 52:16 60:24 60:25 61:7 61:13 61:20 64:21 65:18 66:11 72:12 73:7 73:9 73:10 74:24 78:13 78:23 78:24
cut-over [1] 74:20
cut-through [2] 53:9 54:2

-D-

D [5] 3:1 3:12 64:17 64:18 64:24
data [23] 13:8 13:9 15:2 28:12 29:2 30:13 30:14 30:16 31:12 31:24 31:25 54:8 57:5 57:8 58:5 58:14 58:20 60:10 61:12 62:13 78:3 78:5 78:12
database [13] 30:4 33:15 33:17 33:19 33:21 33:22 34:3 55:25 56:12 56:16 57:16 58:17 77:20
databases [2] 36:1 75:17
date [5] 27:19 74:24 75:4 75:4 80:24
day-to-day [4] 7:25 9:12 17:14 26:20
days [4] 35:4 73:22 73:23 75:16
De [5] 4:7 4:23 11:1 40:20 77:10
deal [5] 27:21 45:1 60:2 61:4 75:2
dealing [1] 10:25
deals [1] 44:16
DEBBIE [1] 76:25
decide [2] 32:3 38:24
decided [1] 33:16
decides [1] 32:18
deciding [1] 30:23
decision [1] 49:10
decouple [1] 51:6
dedicated [1] 8:17
defined [4] 6:22 39:24 40:2 55:19
definition [6] 29:14 34:14 40:4 54:22 68:8 76:2
degrees [2] 14:12 14:13
delay [1] 61:14
deliberately [1] 50:17
delinquency [1] 35:4
deliver [1] 41:22
demarcation [1] 65:12
demultiplexed [1] 48:22
Denver [1] 6:16
deny [3] 23:5 23:6 23:20
department [2] 54:19 55:3
depend [1] 9:21
dependent [1] 49:4
depending [1] 74:4
DEPONENT [1] 3:3
deposed [1] 5:3
deposition [14] 1:12 1:14 24:7 24:11 37:3 37:7 37:16 67:9 75:19 76:22 79:4 80:2 80:3 81:4
derived [1] 14:22
describe [3] 6:18 16:14 17:20
described [2] 24:2 62:11
describing [3] 9:2 9:10 37:13
description [1] 42:8
desire [1] 78:9
desk [1] 54:18
detail [2] 17:20 40:11
detailed [2] 52:12 52:15
determine [7] 9:8 18:3 28:14 31:4 31:8 48:12 51:16
determines [1] 71:4
developed [3] 42:1 45:1 56:1
developing [1] 15:20
development [4] 5:25 14:9 17:7 17:21
develops [1] 57:11
device [1] 65:4
devoted [3] 7:18 8:1 27:3
difference [1] 9:13
differences [1] 69:12
different [8] 4:17 7:11 7:14 17:5 33:24 53:13 54:19 75:9
difficult [1] 70:18
Direct [2] 3:6 77:13
direction [4] 9:24 37:21 59:9 81:7
directly [4] 10:1 10:5 16:7 16:8
director [3] 11:12 17:13 17:18
directors [2] 28:13 29:5
disadvantage [1] 47:5
disagree [2] 57:14 71:9
disagreeing [3] 56:18 56:21 59:12
disagreement [1] 62:3
disclosed [1] 37:19
discover [1] 6:23
discriminate [2] 47:18 52:10
discriminatory [1] 20:19
discuss [3] 27:16 37:14 62:1
discusses [1] 22:4
Discussion [1] 70:4
discussions [3] 20:22 45:4 62:17
dispute [1] 32:9
distance [10] 7:5 12:23 12:24 15:7 15:12 15:13 30:22 30:24 31:5 44:11
distinction [4] 67:22

72:4 72:8 72:10
divestiture [1] 64:12
divide [1] 52:11
dividing [1] 20:24
division [3] 5:18 5:20 21:7
divisions [1] 20:25
divorce [1] 24:4
docket [3] 1:5 76:22 77:7
doctorate [1] 13:19
document [1] 24:19
documentation [3] 16:17 68:25 69:21
doesn't [2] 46:18 65:18
done [4] 21:18 43:1 75:15 76:11
down [3] 54:19 61:24 81:5
drafted [1] 25:11
drafting [1] 25:5
drawing [1] 67:6
dropping [1] 4:5
DS0 [8] 43:13 48:17 48:18 48:19 48:21 49:2 49:8 73:23
DS0s [3] 48:3 49:14 53:6
DS1 [2] 43:13 73:23
DS1s [3] 48:3 49:14 50:6
DS3 [1] 73:23
DS3s [4] 48:3 49:15 50:6 53:7
due [1] 74:24
DULANEY [1] 2:3
duly [1] 5:3
duration [1] 28:21
During [1] 23:22
duties [1] 16:10

-E-

E [9] 3:1 3:12 3:12 80:1 80:1 80:1 81:1 81:1 81:2
e-mail [1] 70:21
early [1] 16:17
easily [1] 58:7
economically [1] 49:7
EDI [3] 70:12 70:12 70:22
effective [3] 45:25 46:15 46:20
effectively [1] 47:24
effort [2] 61:4 68:7
efforts [1] 18:6
eight [2] 48:23 49:2
either [9] 16:7 33:2 38:21 39:15 43:24 65:25 70:21 71:8 74:16
electronic [5] 43:3 43:3 43:15 44:3 50:14
electronically [1] 44:2
element [1] 66:1
elements [1] 39:15
elevator [1] 54:19
eliminate [1] 67:21
elsewhere [1] 66:11
embedded [1] 20:19
employ [1] 81:11
employer [1] 5:16
end [2] 38:15 77:17
engineering [1] 16:9
engineers [2] 16:21 17:1
English [5] 13:15 13:19 13:20 14:13 73:1
enhance [1] 50:22
enhanced [1] 50:14
ensure [3] 20:18 21:15 78:20
enter [2] 8:10 9:16
entitled [3] 32:10 62:4 63:15
entity [1] 60:24
entry [7] 6:21 7:19 7:22 8:6 8:7 13:8 20:4
environment [2] 41:13 75:6
Equifax [1] 30:18
equipment [10] 12:24 15:7 15:17 15:18 15:21 15:23 52:21 64:15 64:18 64:24
equivalent [1] 48:23
error [4] 68:15 68:15 68:16 68:25
errors [12] 67:22 67:22 68:1 68:11 68:21 68:24 69:3 69:4 69:5 69:8 69:14 69:22
ESQ [2] 2:3 2:7
ESS [1] 17:9
essentially [1] 18:6
establish [1] 30:24
established [1] 16:1
establishing [1] 31:5
et [1] 69:1
event [3] 53:22 71:8 71:8
evidence [2] 71:9 81:8
exact [2] 27:19 35:5
exactly [2] 17:22 61:3
Examination [4] 3:6 3:7 77:13 78:18
examined [1] 5:3
example [4] 10:7 15:5 45:9 63:5
exception [1] 80:3
excerpt [1] 50:9
excerpts [1] 24:22
exchange [15] 7:15 8:6 8:8 9:4 9:12 9:17 20:9 20:19 25:18 28:4 28:12 32:23 35:19 45:2 62:5
excluded [1] 33:23
excuse [2] 37:2 37:25
executive [2] 17:12 17:13
exercise [1] 69:15
exhibits [1] 3:13
existed [1] 41:17
existing [1] 32:25
expanded [1] 12:2
expect [1] 73:15
expectations [1] 16:3
expects [1] 75:19
experience [2] 31:11 34:15
experiences [1] 23:1
expert [3] 30:10 30:15 45:16
expertise [3] 14:21 18:15 18:18
experts [1] 31:10
Expires [1] 80:25
explain [1] 9:13
explained [1] 44:10
explanation [2] 31:19 69:21
explored [2] 40:3 40:11
expressed [1] 42:8
extensively [1] 46:9
extent [22] 7:7 9:6 10:4 25:22 26:24 27:9 27:25 31:23 32:4 32:21 32:25 35:24 38:17 47:19 49:24 50:6 52:18 52:25 54:6 60:23 67:4 69:7

-F-

F [1] 81:1
facilities [14] 5:24 41:10 41:11 48:9 53:25 54:1 54:2 73:19 73:20 73:25 74:14 74:17 74:25 75:15
fact [4] 34:5 60:13 60:16 77:2
fail [1] 67:17
fair [5] 12:1 14:20 16:4 39:2 76:8
faith [1] 32:2
fall [1] 54:22
familiar [5] 8:3 8:14 29:12 44:18 71:13
far [3] 32:13 40:17 62:12
fatal [10] 67:15 67:22 68:4 68:11 68:15 68:16 68:21 68:24 69:1 69:3
favor [2] 21:7 50:20
fax [3] 70:11 70:11 70:22
FCC [11] 19:23 22:24 22:25 23:5 36:11 39:25 40:3 40:11 72:5 72:11 72:18
FCC's [1] 35:19
feature [1] 36:23
features [1] 18:2
few [1] 73:19
filed [6] 4:20 19:19 21:24 22:22 25:6 42:9
filing [1] 4:18
financial [2] 13:7 17:16
fine [2] 5:10 54:13
finished [1] 46:8
firm [7] 73:16 74:1 74:1 74:15 75:14 76:9 76:10
first [14] 5:3 6:8 8:12 11:15 11:17 16:13 19:6 24:10 59:19 65:17 67:17 67:19 68:11 68:16
five [2] 12:10 13:11
five-year [1] 16:13
Florida [7] 4:8 4:21 19:20 22:11 22:13 76:22 77:6
FOC [1] 73:16
focused [1] 42:18
folk [1] 9:18
follow [1] 63:3
follow-ups [1] 78:16
followed [1] 73:1
following [1] 80:3
follows [1] 5:4
foregoing [3] 80:2 81:4 81:7
form [1] 39:20
format [1] 45:14
formatted [2] 61:13 78:13
Fort [1] 13:16
forth [2] 16:10 17:24
four [4] 6:2 6:4 49:7 73:17
framed [1] 26:8
frames [2] 74:7 76:11
free [1] 43:6
friend [1] 55:10
friend's [1] 24:4
front [1] 20:13
full [6] 5:11 21:22 40:3 65:24 68:5 68:25
fully [1] 20:17
function [7] 39:25 40:3 51:7 51:7 51:20 51:21 53:1
functionalities [2] 72:6 72:22
functionality [6] 18:2 36:23 50:15 51:25 75:9 75:23
functioning [1] 17:15
future [1] 38:25

-G-

G [2] 81:2 81:2
Garrett [1] 2:14
gate [2] 67:17 67:18
gather [1] 44:5
general [6] 6:18 27:15 38:15 40:1 47:13 50:17
generally [2] 27:20 54:2
generically [1] 36:20
Georgia [10] 1:2 1:18 1:24 2:4 2:9 4:12 4:17 4:18 50:11 77:5
given [5] 34:5 61:19 73:10 75:14 81:9
giving [1] 43:6
global [2] 19:16 20:21
goals [1] 42:7
goes [1] 40:17
gone [4] 60:20 63:25 64:1 64:2
good [2] 5:7 32:2
government [10] 12:14 12:16 12:17 12:21 17:3 17:6 17:14 17:17 17:19

17:23
government's [2] 17:24 18:5
graduate [2] 13:18 14:19
graduate-level [1] 14:15
graphical [1] 70:13
great [2] 27:21 61:4
greater [1] 75:25
Green [3] 10:22 11:11 11:12
ground [1] 52:23
group [9] 8:16 9:11 10:7 11:11 12:19 14:10 27:3 27:6 44:21
groups [2] 7:23 7:23
grows [1] 57:4
GTE [1] 21:15
guess [4] 8:15 41:20 59:8 70:14
guessing [1] 27:1
guide [2] 56:13 74:9
guidelines [1] 55:9
GWINNETT [1] 81:3

-H-

H [2] 3:12 80:1
half [1] 6:6
halt [1] 68:21
handle [4] 5:21 42:11 42:22 67:12
handled [1] 22:16
handy [1] 77:7
happy [2] 36:3 59:7
hardware [1] 13:9
hate [1] 45:10
head [1] 6:13
hear [1] 62:20
heard [2] 59:19 73:2
hearing [1] 81:9
hearings [1] 19:18
held [2] 11:14 17:5
Hello [1] 76:16
help [1] 26:23
helping [1] 16:21
hereby [2] 80:2 81:4
herein [1] 1:13
Hi [1] 76:17
high [1] 13:12
high-speed [1] 54:8
history [10] 30:6 34:8 35:2 36:18 39:23 40:2 40:4 40:5 40:10 46:5
hold [1] 48:24
hookup [1] 56:10
hoping [1] 68:8
hotel [7] 13:6 15:5 15:12 15:15 15:18 16:7 16:15
hotels [1] 15:8
hour [1] 39:6
hours [1] 73:17
house [4] 8:4 65:10 65:11 65:11
hypothetical [2] 33:20 69:2

-I-

ID [1] 48:10
idea [1] 8:25
identification [1] 3:13
identified [1] 69:5
identify [1] 69:14
III [1] 2:3
ILECs [2] 70:20 71:23
Illinois [5] 19:19 21:24 22:2 22:4 22:7
imagine [1] 21:7
immediately [2] 68:4 68:21
impact [3] 25:24 25:25 62:18
implement [3] 9:24 15:16 32:6
implicit [2] 13:25 14:3
implies [1] 12:19
imply [1] 42:16
implying [1] 43:16
important [4] 34:7 58:14 72:15 74:20
impression [1] 32:9
inbound [1] 38:5
Inc [6] 1:5 1:7 1:23 2:2 2:6 2:8
include [5] 4:21 40:5 40:6 40:9 68:8
included [2] 15:2 15:18
includes [2] 40:10 49:13
including [6] 13:7 16:19 17:15 35:3 48:10 72:13
incorrect [1] 61:17
increased [1] 12:3
increasingly [1] 13:12
incumbent [10] 6:23 7:15 9:4 9:12 9:21 10:5 25:18 28:3 32:23 38:1
Indiana [1] 13:16
Indiana-Purdue [1] 13:15
indicated [2] 9:2 36:4
individually [2] 8:10 8:11
industry [3] 13:7 35:21 64:16
information [92] 16:6 28:11 28:17 28:21 29:7 29:10 29:13 29:16 29:17 29:20 29:24 29:25 30:3 30:5 30:8 30:16 30:17 30:23 31:5 31:16 31:21 32:11 32:15 32:19 32:24 33:3 33:5 33:10 33:14 33:18 33:24 33:25 34:1 34:4 34:14 34:21 34:24 35:6 35:10 35:12 35:16 35:25 36:8 36:24 37:9 37:19 38:9 38:13 38:23 38:25 39:13 39:19 39:24 44:6 45:21 47:23 48:8 48:10 48:11 48:12 48:14 49:18 51:15 52:13 52:13 52:15 54:16 54:24 55:4 55:8 55:11 55:21 56:7 56:19 57:21 57:23 58:1 58:2 58:7 58:17 58:18 60:14 60:22 61:9 61:19 63:5 63:8 63:16 70:20 70:21 74:10 74:12
initial [1] 64:18
input [2] 19:10 27:22
inquiry [16] 44:5 47:23 48:5 48:6 51:6 51:15 51:20 52:3 52:5 52:8 52:14 53:1 53:4 53:11 53:17 54:7
inside [2] 65:14 65:14
installer [1] 64:14
instance [1] 7:22
instruct [1] 59:7
insure [6] 18:5 42:10 42:21 43:1 58:5 61:12
integrateable [1] 38:13
integrated [1] 38:15
intellectual [4] 57:15 57:16 57:18 57:20
intending [2] 76:21 77:3
intention [1] 78:2
interconnection [6] 1:7 9:22 10:2 10:14 19:6 31:9
interested [4] 51:17 59:22 77:19 81:12
interexchange [6] 41:15 41:24 42:4 44:13 44:16 44:23
interface [7] 6:24 7:25 9:12 20:5 22:9 65:4 70:14
interfaces [2] 5:24 23:2
interfacing [1] 9:3
interject [1] 26:5
internal [2] 16:9 33:4
interpreted [1] 72:5
interval [2] 74:3 74:9
interwoven [1] 7:8
intraLATA [1] 15:12
inventory [1] 73:24
investigation [1] 21:17
involved [4] 10:1 10:12 15:20 19:5
involvement [2] 16:14 16:15
irrespective [1] 72:23
issue [48] 4:5 4:10 28:7 28:8 32:7 32:13 35:14 40:15 41:7 42:18 43:8 44:8 45:24 47:24 50:7 51:3 51:5 51:14 51:18 54:5 54:5 54:10 54:11 54:12 56:11 58:9 58:24 60:6 61:25 64:7 64:10 64:11 65:13 65:15 66:1 66:1 66:14 67:8 67:25 67:25 70:7 70:7 70:8 72:19 73:12 73:13 73:14 75:24
issued [1] 21:21
issues [21] 7:1 10:9 20:2 20:5 20:5 24:15 24:16 24:23 25:14 25:19 26:13 26:19 27:13 49:24 50:1 50:19 50:19 59:1 59:1 62:14 72:2
issuing [2] 51:9 51:11
itself [1] 72:7

-J-

Jeanine [2] 1:15 81:17
jeopardy [1] 74:16
Jersey [2] 13:3 13:11
job [4] 12:4 17:3 17:25 18:1
jobs [1] 14:21
Joe's [2] 45:10 45:11
JoeTel [1] 45:16
join [1] 36:2
joint [1] 4:14
jurisdictions [2] 46:10 59:18

-K-

keeps [1] 30:5
kept [1] 61:6
kills [1] 68:4
kin [1] 81:10
kind [8] 11:23 14:24 15:6 24:1 47:2 47:5 63:16 72:25
knew [1] 14:3
knowing [2] 33:21 71:22
knowledge [5] 40:1 48:25 63:18 74:21 80:3
Known [1] 65:8
knows [1] 60:25

-L-

L [1] 2:3
L-i-c-h-t-e-n-b-e-r-g [1] 5:14
Laboratories [1] 15:23
Labs [1] 16:2
language [2] 16:20 51:4
large [12] 7:20 26:14 26:15 26:18 27:3 27:12 27:14 49:21 49:22 49:25 65:21 70:18
larger [3] 50:5 53:6 54:5
last [5] 6:4 6:5 12:14 17:17 61:6
late [2] 19:7 19:7
launch [2] 7:2 31:11
lawyer [3] 39:25 66:13 72:3
least [10] 22:18 32:13 37:5 37:16 44:12 49:2 59:9 63:15 70:25 75:24
leave [1] 18:22
leaves [1] 65:23
LECs [1] 38:1
left [2] 18:20 72:13

legal [6] 31:2 31:8 34:18 57:13 66:21 67:6
length [1] 34:25
LENS [2] 70:14 70:15
level [4] 35:5 41:25 48:17 48:18
lexicon [1] 11:21
LFACS [1] 55:25
license [4] 56:24 59:2 62:11 63:1
licensing [14] 56:22 57:1 57:9 59:5 59:11 59:13 59:14 59:16 60:2 60:8 60:12 62:8 62:18 62:22
Lichtenberg [11] 1:12 3:4 5:2 5:7 5:13 67:1 77:12 77:15 78:8 80:2 80:22
limbo [1] 72:13
limit [1] 66:23
limitations [2] 34:25 57:1
limited [3] 19:9 26:1 67:13
line [13] 8:12 18:4 39:10 50:12 52:4 53:8 70:1 71:25 77:16 77:17 78:2 78:16 80:5
lines [4] 9:19 49:2 49:7 73:17
list [3] 24:16 68:5 68:23
listed [1] 80:4
listening [1] 63:10
lives [1] 58:13
LLC [1] 1:5
loans [1] 30:19
local [49] 6:20 6:25 7:2 7:8 7:15 7:19 7:22 7:25 8:6 8:7 9:4 9:7 9:16 9:23 9:24 10:5 15:12 20:9 20:19 25:18 27:8 28:4 28:15 29:16 32:23 35:19 36:9 36:15 37:23 38:4 39:20 41:10 41:11 41:15 42:12 43:18 45:2 50:13 50:21 50:22 50:25 58:3 58:10 58:21 62:5 63:19 75:7 78:24 79:1
located [2] 6:15 6:16
location [5] 48:9 51:9 54:1 60:17 65:6
longer [1] 33:7
look [6] 24:19 35:2 62:22 62:25 70:19 77:15
looked [2] 38:12 41:1
looking [4] 34:22 50:11 54:3 59:22
loop [5] 55:21 55:24 56:7 65:2 65:3
loop/port [1] 55:16
loops [1] 74:4
lowest [1] 48:21
LSR [15] 41:12 43:3 43:25 46:3 46:16 46:21 47:6 47:18 50:24 58:3 67:12 67:14 68:1 68:15 69:8
LSRs [2] 43:20 44:2
lump [1] 76:7

-M-

M [3] 1:15 2:12 81:17
makeup [3] 55:21 55:24 56:8
manage [1] 7:1
management [15] 7:24 9:11 9:14 9:17 10:7 10:8 10:23 13:1 15:3 17:16 26:21 27:2 27:11 27:12 27:13
manager [4] 5:23 6:11 11:5 15:9
managers [1] 7:10
mandates [1] 36:11
manual [2] 70:17 71:11
manually [1] 70:9
mark [6] 10:21 11:4 11:5 64:17 64:18 64:24
marked [1] 3:13
market [11] 6:25 7:19 8:6 8:8 17:11 20:4 34:6 49:14 67:3 78:3 78:4
marketing [2] 7:23 13:2
marketplace [1] 72:7
markets [20] 5:17 5:20 6:20 8:19 9:16 9:20 12:14 12:16 12:17 17:3 17:6 17:14 17:17 25:10 25:16 25:23 26:22 26:24 27:3 49:12
markup [1] 15:15
Martinez [5] 10:21 11:7 22:22 24:14 25:12
Martinez's [5] 24:21 24:22 24:24 25:6 64:8
mass [11] 5:17 5:20 6:20 9:16 9:20 25:9 25:16 25:22 26:22 27:2 49:12.
masters [2] 13:22 13:23
matter [4] 20:12 21:10 21:23 77:2
may [22] 24:15 26:22 26:23 35:13 35:20 36:2 36:13 36:24 40:16 41:25 56:1 57:21 58:5 58:14 61:13 66:15 67:16 68:14 69:23 73:25 76:15 76:22
MCI [75] 1:5 2:2 5:17 5:18 6:2 6:9 6:23 7:4 7:17 7:18 8:5 8:17 8:18 10:13 10:19 11:20 12:12 18:23 18:25 19:11 20:3 20:9 28:2 28:10 29:19 29:25 30:2 30:22 31:3 32:10 32:20 33:17 33:23 34:14 35:13 36:14 36:17 37:1 37:24 38:2 38:22 39:1 42:7 45:12 45:24 46:18 47:17 47:18 47:22 50:18 51:3 51:6 51:7 53:2 53:4 53:20 55:17 56:16 56:23 56:25 58:16 61:11 61:15 62:3 63:1 63:5 63:22 64:21 65:23 66:17 68:18 72:6 75:8 75:19 78:20
MCI's [5] 30:21 38:3 50:20 59:10 63:4
MCImetro [1] 1:4
mean [10] 33:12 39:16 39:17 41:11 42:16 43:10 54:11 54:17 54:22 76:3
means [2] 51:11 68:9
meant [1] 54:17
meet [1] 74:11
meets [1] 56:5
member [9] 6:7 6:9 11:21 28:13 28:23 29:1 29:4 33:7 35:1
members [2] 10:22 27:6
memory [2] 9:1 77:25
mentioned [1] 31:14
merger [4] 19:18 21:12 21:18 21:20
met [3] 15:25 23:12 43:1
method [4] 30:12 31:21 33:3 43:9
methodology [2] 15:3 30:12
methods [2] 32:24 41:9
Michael [2] 2:7 4:15
mid [1] 19:7
might [4] 50:5 52:21 67:17 70:19
migration [1] 52:4
migrations [1] 73:17
Mike [9] 2:14 4:7 4:8 4:10 4:15 4:23 5:1 5:8 78:15
military [1] 17:10
minutes [2] 12:10 54:21
misformatted [1] 61:17
misunderstand [1] 59:15
misunderstood [1] 40:16
mode [1] 55:25
modification [2] 69:16 69:18
modifications [2] 17:8 18:9
modified [1] 18:4
modify [1] 67:21
moment [4] 26:5 28:5 37:20 70:2
money [1] 65:23
months [3] 6:8 11:15 11:17
morning [3] 5:7 5:9 25:3
most [3] 41:18 66:11 72:16
mouth [1] 11:22
move [3] 41:13 67:8 69:21
moving [1] 64:17
Ms [10] 2:14 5:7 66:25 76:16 76:18 76:25 77:8 77:11 77:15 78:8
multiple [2] 69:3 69:5
must [6] 29:13 35:19 36:12 36:20 42:25 71:15

-N-

N [2] 3:1 3:12
name [6] 5:7 5:11 5:13 12:19 28:25 45:10
National [1] 28:11
nature [2] 46:23 62:10
NCTDE [23] 28:23 29:24 30:3 31:11 31:16 31:20 31:24 32:4 32:11 32:15 32:19 32:21 33:1 33:7 33:15 34:11 34:24 35:16 35:21 36:1 36:2 38:16 38:25
necessarily [3] 58:12 60:18 76:3
necessary [1] 25:10
need [34] 9:18 18:4 20:16 21:13 22:5 22:14 34:4 38:10 39:13 39:20 40:17 40:21 41:5 44:6 49:1 50:3 51:16 52:10 52:12 52:14 52:15 55:1 57:7 57:21 58:5 58:21 60:4 62:9 62:17 66:15 70:10 73:20 74:7 76:6
needed [1] 49:7
needing [1] 60:9
needs [9] 17:24 18:10 29:22 38:24 47:22 49:21 54:20 56:5 64:23
negotiate [6] 9:22 10:4 32:2 59:6 60:5 61:24
negotiated [2] 19:7 34:23
negotiating [5] 32:5 36:3 59:5 59:21 60:4
negotiation [3] 10:2 10:10 19:5
negotiations [2] 10:6 10:12
negotiators [3] 62:19 62:21 64:5
network [5] 15:2 15:14 39:15 65:4 66:1
never [1] 65:23
new [25] 13:3 13:11 19:1 19:3 19:13 19:14 19:23 19:24 20:9 20:10 23:14 31:11 34:20 42:9 42:14 42:15 45:1 53:8 53:15 57:4 58:22 61:8 61:20 63:14 73:17
next [2] 18:24 40:21
NID [1] 65:8

nondisclosure [1] 37:4
nondiscriminatory [4] 20:6 21:16 23:3 47:13
nonfatal [1] 69:14
nonproprietary [1] 78:4
nor [1] 81:12
North [1] 77:5
NOTARY [1] 80:22
note [1] 69:8
noted [1] 76:11
nothing [2] 30:20 78:14
notifications [1] 72:16
now [26] 15:17 15:20 18:13 19:24 22:5 25:1 25:19 26:19 29:4 29:19 31:14 32:18 34:12 34:19 36:7 37:1 37:23 41:18 42:7 43:23 50:16 55:21 70:24 74:12 74:23 75:8
number [13] 4:10 7:21 12:2 14:17 16:12 17:5 35:3 42:25 50:10 57:3 61:16 74:4 75:18
numbering [1] 4:19
numbers [4] 4:17 4:21 52:13 77:7

-O-

O [3] 1:24 3:12 81:2
O'Roark [23] 2:3 3:6 4:3 4:9 4:13 4:25 11:2 26:4 26:8 37:2 37:12 39:5 40:23 64:1 64:4 66:20 66:25 69:25 76:15 77:10 77:10 77:14 78:14
O'Roark's [1] 40:16
object [2] 66:15 66:20
objection [1] 66:25
obligation [2] 47:12 62:13
obligations [2] 72:4 72:24
obtain [10] 29:25 30:3 30:8 32:10 33:18 34:21 36:8 38:23 50:14 54:16
obtained [1] 31:4
obtaining [6] 29:24 33:3 33:14 33:23 33:25 40:7
obtains [1] 30:23
obviously [2] 57:13 75:16
occasions [1] 75:18
off [2] 70:1 70:4
offer [10] 18:23 25:22 36:9 38:3 38:4 50:25 59:19 59:24 78:22 78:23
offered [2] 15:1 62:16
offering [5] 20:9 26:14 37:23 48:15 68:6
offerings [1] 7:5
offers [1] 51:25
office [1] 7:8
often [1] 27:16
on-the-job [1] 14:22
once [3] 32:2 32:3 61:19
one [21] 4:3 4:13 6:22 10:18 16:9 24:3 39:17 40:24 41:11 42:7 42:25 43:9 43:9 43:9 43:14 52:5 53:9 69:15 75:3 76:15 77:11
onerous [4] 57:10 61:22 62:9 62:10
open [1] 78:3
opens [1] 67:3
operating [3] 6:23 55:9 75:25
operation [1] 33:9
operational [1] 5:23
operations [7] 31:15 31:20 32:20 32:23 33:2 33:9 52:25
opinion [2] 45:13 58:19
opportunity [2] 56:3 76:8
option [1] 37:15
orchestrate [1] 74:20
order [41] 19:17 21:21 39:14 39:15 39:18 39:18 44:6 45:18 46:9 48:5 48:6 50:20 51:9 51:11 51:18 52:8 53:2 58:3 58:3 58:6 58:15 66:18 67:6 67:16 68:4 69:6 70:9 70:10 70:11 70:19 71:1 71:5 71:10 73:16 74:1 74:1 74:13 74:15 75:14 76:9 76:10
ordered [5] 43:13 43:24 44:2 45:22 74:5
ordering [8] 23:2 38:14 39:20 45:11 45:12 51:7 52:19 70:15
orders [27] 9:8 23:8 23:10 42:11 42:22 42:23 43:10 44:7 44:12 45:14 46:1 46:14 46:19 46:21 47:17 47:19 50:23 52:3 57:22 61:12 61:17 69:23 70:17 71:11 72:19 78:12 78:21
organization [28] 7:24 8:1 8:3 8:13 8:15 8:19 8:24 11:13 11:20 12:15 17:15 18:15 25:16 26:18 26:21 29:2 29:5 29:6 29:10 29:18 44:16 45:1 45:5 45:6 45:8 49:21 55:7 70:18
organizational [2] 44:19 58:25
organizations [8] 7:17 7:21 9:8 9:20 13:2 16:11 30:13 61:15
organize [1] 74:19
organized [2] 8:22 27:8
original [1] 24:15
OSS [4] 20:4 21:16 22:9 23:2
ourselves [1] 56:3
outbound [1] 38:4
outlined [1] 25:15
outside [3] 55:8 68:3 78:10
overviews [1] 15:2
own [16] 16:9 23:9 24:25 25:7 29:3 30:13 31:10 33:2 33:4 34:15 35:5 38:15 51:21 52:25 75:10 75:23

-P-

P [1] 1:24
p.m [1] 79:4
page [5] 3:3 50:10 50:11 77:16 80:5
pages [1] 81:7
pairs [2] 48:20 48:23
paragraph [1] 77:18
paraphrasing [1] 78:21
parity [16] 23:8 33:9 33:12 34:13 34:14 54:3 54:25 55:1 55:6 55:18 67:4 72:12 75:20 75:25 76:3 76:7
Parkway [2] 1:17 2:3
part [6] 18:10 18:14 20:21 34:9 41:20 58:9
participant [3] 29:11 29:13 29:15
participants [1] 29:6
participate [2] 25:5 32:15
participates [1] 38:17
participating [1] 33:16
participation [1] 38:16
particular [2] 10:9 34:16
particularly [4] 13:9 57:1 57:10 74:18
parties [7] 28:8 32:9 50:1 62:3 76:21 81:10 81:12
partners [1] 25:18
parts [4] 7:11 7:21 37:5 50:16
party [1] 33:14
past [2] 41:14 45:22
Pate [4] 2:12 70:24 71:9 74:23
Pate's [2] 28:24 67:9
Patti [5] 2:14 76:16 76:18 76:18 77:8
pay [4] 64:25 65:1 65:24 66:7
payment [5] 30:5 34:2 35:2 39:23 40:9
Peachtree [1] 2:8
peers [1] 11:9
pending [3] 74:13 74:16 77:4
Pennsylvania [7] 19:15 20:13 20:15 20:18 20:23 20:24 34:20
people [10] 6:12 6:14 6:16 8:16 8:24 10:18 12:3 16:7 18:16 25:12
perform [3] 14:21 52:7 53:1
perhaps [4] 12:2 28:1 59:4 76:6
period [2] 16:13 74:10
permission [3] 35:20 35:21 36:12
permit [1] 50:20
permitted [3] 50:25 58:17 78:22
person [2] 12:5 55:5
personally [1] 56:9
perspective [4] 25:13 26:18 34:18 73:5
petition [3] 1:4 4:19 48:4
Ph.D [2] 14:1 14:3
phone [1] 54:20
phrase [4] 37:24 54:14 75:20 75:21
piece [1] 71:15
pieces [1] 71:15
place [12] 18:24 30:8 39:14 39:18 44:6 45:25 52:8 54:3 55:19 58:13 61:1 74:13
placed [2] 39:20 48:2
places [1] 28:1
placing [1] 53:1
plan [4] 7:1 40:20 49:14 74:22
planned [1] 7:18
planning [5] 4:14 17:7 17:16 17:16 27:23
plans [4] 8:10 27:25 49:17 78:9
plant [1] 55:8
platform [2] 22:6 73:15
point [12] 11:19 25:10 28:9 32:18 36:14 39:7 40:25 49:17 53:17 56:8 65:12 68:23
policy [3] 30:2 31:12 66:14
poor [2] 76:4 76:5
portable [1] 13:8
posed [1] 25:9
position [22] 6:1 6:11 6:21 11:14 12:14 13:10 17:17 18:7 19:1 19:1 19:4 43:11 43:21 53:21 59:10 59:15 66:16 67:20 68:19 72:7 72:21 77:25
positions [6] 12:13 13:12 14:5 14:7 14:9 17:5
possible [4] 28:6 69:24 72:17 76:9
possibly [1] 37:13
postal [1] 60:19
posts [1] 70:16
potential [1] 58:19
potentially [3] 61:22 61:22 62:16
practice [1] 27:15
pre-order [3] 40:2 44:5 53:11
pre-ordering [2] 39:24 50:15

prefer [1] 59:16
premise [1] 60:17
premises [1] 15:18
prepare [1] 41:22
present [3] 2:11 2:13 67:9
presented [1] 22:13
presently [1] 69:13
president [1] 17:13
presume [4] 33:12 36:7 37:18 45:23
Presuming [1] 10:17
pretty [2] 4:18 8:15
prevailed [1] 18:6
prevent [1] 31:3
previous [2] 30:6 31:18
previously [1] 22:22
price [2] 15:13 15:14
pricing [3] 15:15 17:18 22:8
primarily [7] 12:20 12:23 14:6 14:8 22:4 36:22 52:3
primary [3] 20:15 30:4 48:3
principally [1] 44:11
proactively [1] 37:24
probable [1] 25:8
problem [4] 37:10 48:20 61:14 74:18
problems [2] 20:4 71:16
procedures [1] 55:9
proceeding [10] 10:15 19:12 19:25 20:23 21:2 21:4 21:6 23:23 24:1 71:11
proceedings [7] 4:1 19:15 19:16 19:22 19:22 24:2 24:8
process [47] 7:22 23:8 29:21 35:3 38:18 41:12 41:12 41:14 41:18 42:23 43:2 43:3 43:3 43:4 43:9 43:19 44:2 44:4 45:7 45:15 45:19 45:21 46:3 46:11 46:15 46:20 46:21 47:6 47:7 47:8 47:21 48:2 48:5 48:6 50:24 50:25 52:3 52:14 52:21 53:5 54:7 55:14 55:19 55:20 57:22 61:5 67:14
processes [7] 15:1 21:16 37:22 37:22 43:4 44:22 71:14
processing [4] 23:10 43:20 44:12 68:21
product [15] 5:24 7:23 13:1 13:2 14:9 15:5 15:6 15:9 15:9 15:24 15:25 16:4 16:15 16:18 16:18
products [12] 13:4 13:6 13:6 13:9 15:1 15:2 16:13 16:14 17:9 17:21 18:3 18:3
professor [2] 13:15 72:25
program [1] 14:1
prohibition [2] 31:2 31:8
project [1] 15:3
proper [4] 36:23 48:11 57:25 58:6
properly [4] 44:6 61:13 78:12 78:22
property [4] 57:15 57:17 57:19 57:21
proposal [1] 17:25
proposals [1] 17:18
proposed [3] 1:6 20:20 73:22
proposing [1] 51:4
proprietary [7] 36:21 37:6 37:9 37:14 37:19 37:22 49:18
prove [2] 23:7 23:10
provide [37] 20:6 21:14 22:5 23:3 27:8 28:11 28:17 28:20 29:2 31:25 33:2 33:4 34:4 34:14 34:23 35:8 35:9 35:25 36:5 36:24 41:10 47:12 48:7 48:22 50:4 50:13 50:22 56:15 63:7 68:5 69:23 71:1 72:22 73:6 73:15 74:21 75:22
provided [16] 16:2 19:9 21:17 23:1 23:13 29:16 35:1 48:13 55:2 56:20 58:11 67:4 72:12 75:12 76:5 76:6
provider [2] 63:14 66:8
providers [4] 63:20 63:20 63:21 63:21
provides [5] 25:16 31:23 34:24 64:12 76:4
providing [8] 28:15 28:18 29:21 47:16 68:25 71:10 71:20 75:10
provision [4] 9:9 22:6 33:10 62:5
provisioned [5] 60:24 60:25 61:5 61:7 61:21
provisioning [4] 58:21 60:17 61:1 62:15
Public [10] 1:2 19:14 19:24 21:25 22:1 22:11 22:13 42:9 42:14 80:22
PUC [2] 20:13 20:15
pull [1] 32:3
purchase [2] 52:17 64:22
purely [1] 55:13
purposes [3] 33:12 53:13 53:18
pursuant [1] 1:13
put [8] 11:22 17:24 34:25 46:18 55:24 59:20 59:20 60:20
puts [2] 47:1 47:4

-Q-

quantity [1] 74:4
queried [1] 31:20
query [3] 32:21 35:3 55:24
questioned [1] 27:7
questions [13] 9:18 12:10 24:5 25:9 25:14 39:9 63:3 71:25 73:19 76:19 77:18 78:17 81:5
quickly [1] 11:24
quite [2] 25:8 27:15
quote [3] 29:11 29:11 50:18

-R-

R [4] 80:1 80:1 81:1 81:2
raised [2] 25:19 50:18
rate [7] 15:12 48:22 64:23 64:25 65:1 65:25 66:7
rather [2] 36:20 50:24
rating [2] 15:11 15:17
Re [1] 1:4
read [6] 71:3 74:25 75:13 77:17 77:21 80:2
readily [2] 60:14 60:19
reading [1] 1:14
ready [2] 9:16 39:7
realize [1] 24:15
really [3] 38:21 49:10 59:12
reason [2] 33:17 36:13
reasonableness [1] 45:17
reasons [2] 67:18 68:25
rebuttal [3] 24:25 77:16 77:24
receive [8] 23:11 30:14 51:15 57:8 71:18 72:14 74:15 74:16
recently [1] 55:24
Recess [2] 40:13 63:24
recognition [1] 65:25
recommendation [2] 18:7 18:14
recommendations [2] 18:16 18:19
recommended [1] 23:19
recommending [1] 18:8
reconstruct [1] 61:21
record [7] 5:12 26:10 68:13 70:1 70:4 70:5 76:20
records [1] 61:6
Recross [2] 3:7 78:18
refer [4] 36:3 65:2 65:12 70:14
referred [1] 54:2
refresh [1] 77:24
refuse [2] 35:20 36:4
refused [1] 36:18
regarding [3] 20:5 21:11 22:14
regardless [1] 52:9
regards [1] 45:21
regions [1] 21:15
regular [2] 27:6 81:11
regulatory [3] 10:20 10:24 11:3
reject [2] 68:4 68:9
rejected [1] 68:2
rejection [1] 69:1
rejects [4] 61:16 67:15 67:16 68:6
relate [1] 49:25
related [2] 20:4 52:3
relates [1] 43:17
relating [2] 19:25 25:14
relation [1] 11:7
relationship [2] 14:6 18:1
relevant [1] 50:1
relieved [1] 41:1
relying [1] 18:16
remain [1] 35:1
remember [3] 25:8 27:19 31:17
remove [1] 43:15
removed [1] 53:10
rep [6] 53:15 54:16 54:18 54:23 55:2 55:4
replacing [1] 18:25
report [4] 6:12 11:8 11:8 72:13
Reporter [2] 1:15 81:17
REPORTERS [1] 1:23
reporting [4] 11:19 12:3 30:10 30:16
represent [2] 50:2 81:8
representative [1] 53:24
representatives [1] 35:6
reps [1] 55:2
request [11] 17:25 35:20 38:16 40:16 41:8 41:12 41:16 41:17 44:10 58:20 63:16
requested [4] 28:5 28:10 28:16 36:16
requesting [8] 29:15 37:10 41:9 52:7 53:3 53:4 75:8 75:13
requests [1] 43:18
require [1] 52:19
required [11] 34:12 34:13 35:18 43:2 43:5 48:12 52:6 54:7 60:17 66:19 75:14
requirements [15] 15:24 16:1 17:8 17:21 17:24 18:1 18:5 22:8 22:10 23:12 25:17 26:22 26:24 27:16 31:9
requires [1] 58:4
requiring [2] 21:22 47:17
resale [3] 1:8 39:15 65:25
resell [1] 58:18
reserved [1] 1:14
residential [30] 7:2 8:8 20:10 20:21 22:6 22:8 25:21 25:23 30:7 34:6 48:24 49:13 52:4 52:11 53:2 53:7

53:14 53:24 54:4 54:7 55:14 56:12 60:18 65:3 65:14 65:17 65:18 73:14 73:16 73:18
resolve [2] 4:4 6:25
resolved [3] 26:6 26:7 50:19
resources [1] 33:4
respect [3] 60:7 72:1 75:24
response [3] 8:14 31:14 74:14
responses [1] 4:20
responsibilities [3] 8:21 9:2 12:2
responsibility [9] 6:19 7:4 7:10 12:6 13:4 13:12 16:12 55:8 71:16
responsible [10] 6:20 7:3 9:3 9:11 9:15 16:17 17:6 17:7 17:14 17:18
restriction [1] 78:5
restrictions [7] 57:2 62:12 63:4 63:7 63:12 63:13 78:7
restructuring [1] 74:8
rests [1] 45:7
resubmitted [1] 68:17
result [2] 78:13 81:12
results [1] 56:2
retail [31] 20:25 21:8 23:9 29:3 31:15 31:20 32:20 32:23 33:2 33:8 35:5 48:8 51:21 52:25 53:23 55:11 64:15 64:21 64:22 64:25 65:1 65:1 65:24 66:7 71:1 71:4 71:12 71:13 75:10 75:12 75:23
return [5] 60:9 61:21 62:13 68:1 70:12
returned [2] 69:6 69:9
reverse [1] 62:25
review [2] 18:7 36:15
reviewed [3] 35:11 38:6 74:8
right [23] 7:6 9:5 10:3 22:3 24:17 25:15 27:24 34:23 35:10 38:7 38:11 40:5 41:7 41:22 42:1 42:16 43:23 55:15 56:8 65:16 66:2 68:22 70:24
Ritter [2] 1:15 81:17
role [1] 17:4
Ron [5] 10:21 11:7 11:8 11:8 11:9
Ronald [1] 2:12
Ross [1] 37:3
round [1] 19:6
RSAG [12] 56:11 57:11 57:15 57:24 58:17 58:20 58:25 62:4 63:8 77:20 78:9 78:12
rubric [1] 76:7
rules [2] 35:20 46:6
run [3] 11:23 43:7 64:24
Rutgers [3] 13:19 13:25 14:1

-S-

S [2] 3:12 80:1
sale [1] 51:15
sales [3] 14:7 14:10 17:16
satisfied [2] 31:24 54:24
satisfy [2] 55:12 74:7
saved [1] 12:10
saw [1] 75:1
SBC [8] 22:5 22:23 23:3 23:5 23:7 34:20 35:1 57:9
school [1] 13:18
screen [1] 54:24
search [2] 71:21 71:22
second [1] 41:14
see [11] 25:1 32:6 34:7 50:10 52:23 53:9 55:5 57:10 60:4 71:2 73:24
seeking [3] 36:8 68:10 71:11
sell [4] 36:15 51:12 78:3 78:9
selling [3] 15:7 20:20 77:19
send [10] 9:8 29:6 29:9 32:15 57:21 58:2 58:4 58:6 58:14 70:21
sending [2] 32:19 38:25
sends [1] 29:12
senior [7] 5:23 6:6 6:9 6:11 7:10 11:5 11:21
sense [1] 30:6
sent [1] 31:16
sentence [2] 78:25 79:1
separate [2] 8:13 51:10
separated [1] 20:17
serve [1] 73:9
serves [1] 73:10
service [91] 1:2 7:5 7:19 19:14 19:25 20:10 21:25 22:1 22:12 22:14 25:21 26:15 27:8 29:22 36:9 36:15 36:23 36:25 37:23 38:4 40:8 41:8 41:11 41:16 41:17 42:9 42:12 42:14 43:18 44:5 44:10 47:23 48:5 48:6 48:8 48:11 48:22 49:11 50:13 50:21 50:22 50:25 51:6 51:8 51:14 51:18 51:20 52:2 52:5 52:8 52:11 52:14 52:17 53:1 53:2 53:4 53:15 53:17 53:24 54:7 54:8 54:16 54:18 54:23 55:2 55:2 55:4 58:4 58:11 58:21 60:17 61:6 61:14 61:17 62:5 62:15 63:20 64:13 64:16 66:9 71:4 73:18 75:3 76:4 76:4 76:5 78:13 78:23 78:24 78:25 79:2
services [40] 1:5 7:2 12:20 12:23 12:24 15:7 20:7 20:21 22:7 22:9 23:3 23:11 28:16 30:7 30:18 34:9 39:20 40:6 45:5 45:6 46:9 48:13 48:15 50:5 51:25 52:12 53:6 53:6 54:6 58:3 58:10 62:16 62:19 64:22 71:14 72:12 72:14 73:6 73:14 73:21
set [3] 9:19 17:23 60:21
setting [1] 58:24
settlement [1] 20:21
Sherry [6] 1:12 3:4 5:2 5:13 80:2 80:22
ships [1] 68:5
short [2] 39:10 63:23
shot [1] 43:7
show [1] 36:18
side [7] 5:21 8:4 41:21 53:7 54:4 65:11 65:15
sign [3] 59:11 59:14 59:16
signed [2] 19:8 59:17
significant [1] 61:16
signing [1] 1:14
similar [7] 8:1 16:15 17:4 23:17 33:3 51:20 72:1
simple [6] 8:16 52:4 55:16 59:25 70:8 73:8
simpler [1] 66:11
simply [5] 29:15 33:16 51:14 59:2 64:25
single [5] 43:19 48:21 48:23 66:12 68:1
sit [1] 61:24
site [1] 74:8
situation [3] 32:20 69:2 75:2
six [5] 1:17 2:3 6:8 11:15 11:17
slightly [1] 53:12
slow [2] 76:4 76:5
small [10] 25:23 26:1 48:15 48:16 48:16 49:1 49:6 49:13 52:18 65:21
smaller [1] 11:19
Smith [1] 13:20
sold [2] 12:20 38:4
solution [1] 32:6
solutions [1] 25:23
someone [4] 10:8 36:8 55:3 73:6
Sometimes [1] 64:4
somewhere [1] 13:22
sorry [2] 22:2 50:9
sort [6] 14:6 33:15 35:8 54:9 59:8 61:7
sound [1] 24:17
sounds [1] 24:18
source [2] 58:8 60:15
South [1] 5:14
speak [14] 27:5 27:11 27:16 34:17 34:17 42:2 45:17 46:23 49:16 56:4 61:10 61:11 63:21 65:13
SPEAKER-PHONE [1] 2:13
speaking [3] 32:4 50:6 55:13
speaks [4] 27:12 54:5 54:6 65:15
special [1] 20:20
specific [10] 16:10 18:8 25:20 34:9 39:22 46:12 50:18 51:9 59:12 66:14
specifically [4] 33:23 56:21 58:20 72:18
specifications [1] 16:20
specify [1] 15:24
spent [1] 13:14
spoken [1] 10:20
staff [7] 6:7 6:9 11:14 11:21 12:5 16:9 17:12
standard [3] 35:22 43:19 65:3
standardized [2] 4:19 42:23
standpoint [1] 69:17
start [1] 43:10
started [1] 4:4
starting [2] 77:17 78:1
state [5] 5:11 22:7 26:10 66:17 67:2
statements [1] 45:3
states [3] 6:21 12:21 38:3
status [1] 21:2
still [2] 21:4 53:2
stipulations [1] 1:13
stool [1] 27:2
stop [2] 32:19 38:25
stopping [2] 39:7 40:24
street [5] 2:8 5:15 56:12 57:24 58:1
strike [1] 45:20
structure [1] 44:19
structured [1] 58:23
stuff [1] 11:24
subject [11] 10:14 20:12 21:10 21:13 21:23 37:4 46:1 47:9 47:24 48:4 66:25
submission [2] 43:24 43:25
submit [7] 42:23 43:10 46:22 47:17 50:23 68:14 70:13
submitted [10] 20:8 22:17 44:22 45:14 47:20 47:20 70:9 70:11 70:12 78:22
submitting [2] 46:14 46:15
subordinate [1] 73:2
subsequent [1] 67:22
subsidiaries [5] 57:3 57:4 58:22 60:1 60:7
subsidiary [4] 5:19 20:17 20:20 59:1
substance [1] 44:7

substantially [1] 51:20
successful [1] 23:10
such [15] 17:9 23:7 23:10 30:18 33:10 45:6 50:5 53:6 57:9 59:18 62:20 64:22 73:11 78:4 78:5
suggested [1] 26:9
suggesting [3] 59:4 62:21 76:2
suit [1] 41:4
Suite [3] 1:17 2:4 2:8
summarize [2] 11:25 38:20
support [4] 5:24 30:2 34:10 35:8
supported [1] 14:10
suspended [1] 35:5
switch [1] 38:1
switches [1] 18:9
switching [3] 17:8 17:21 18:2
sworn [1] 5:3
system [8] 17:10 43:9 43:14 43:19 45:15 67:21 69:18 70:15
systems [18] 5:24 6:24 20:7 21:14 21:16 23:2 38:14 38:15 41:21 42:1 42:4 43:16 53:11 67:12 67:14 69:7 69:13 69:16

-T-

T [7] 2:7 3:12 3:12 80:1 80:1 81:1 81:1
table [1] 65:24
takes [2] 7:24 44:22
taking [1] 40:18
team [4] 9:6 10:23 27:16 32:5
team's [1] 17:25
teams [6] 36:3 59:5 59:21 60:4 61:23 61:24
technical [8] 7:1 14:8 14:20 16:19 18:9 22:9 48:24 69:16
technicians [1] 66:6
telecommunication [1] 34:3
telecommunications [11] 1:7 1:8 2:6 2:8 19:17 28:12 28:16 30:6 34:8 36:1 58:10
telemarketing [1] 38:5
telephone [11] 15:11 20:10 30:5 31:6 36:9 40:7 45:10 45:11 62:5 78:25 79:2
television [3] 63:6 63:8 63:14
tend [1] 76:6
Tennessee [1] 77:6
tenure [1] 23:22
term [6] 19:6 32:1 50:5 57:16 57:18 74:17
termed [1] 64:16
terminal [1] 13:8
terminate [1] 65:4
terms [11] 1:6 15:13 28:15 34:8 47:14 56:19 57:10 59:12 62:8 62:10 62:15
territory [3] 9:17 49:17 51:1
test [5] 15:25 29:22 55:25 56:2 56:3
tested [2] 47:21 55:20
testified [8] 19:11 19:13 19:17 23:25 24:3 51:19 70:24 74:23
testify [4] 22:23 23:23 42:13 50:12
testifying [2] 28:2 49:20
testimony [45] 19:19 19:20 19:21 19:22 19:24 20:8 20:13 20:16 21:6 21:11 21:13 21:23 22:4 22:11 22:17 22:20 23:1 23:4 23:6 23:13 23:17 24:13 24:21 24:22 24:24 24:25 25:6 25:12 27:10 28:24 28:25 31:18 42:9 42:17 50:8 50:11 50:16 64:8 67:20 70:25 74:25 75:1 75:13 77:16 77:24
testing [12] 7:3 11:18 15:4 20:2 20:3 21:14 21:22 22:15 22:15 43:4 46:7 56:2
Texas [1] 19:23
thank [10] 5:1 5:10 12:8 26:11 39:11 40:19 46:12 76:14 77:8 78:1
thereafter [1] 4:20
therefore [5] 11:20 47:9 58:13 71:19 72:15
thereto [1] 81:6
thinks [1] 57:19
third [1] 33:14
third-party [8] 7:3 11:18 20:2 20:3 21:14 21:22 22:14 22:15
thorough [1] 43:4
thought [4] 14:2 26:9 40:20 75:3
three [3] 6:6 73:23 75:16
three-legged [1] 27:1
through [22] 11:23 14:22 24:17 25:20 35:3 43:24 45:14 46:15 46:16 47:17 48:2 50:12 53:7 56:7 56:10 61:5 62:9 62:20 64:5 67:16 69:25 81:7
throughout [2] 6:21 22:7
thrust [1] 20:16
tie [1] 78:8
times [1] 38:19
title [5] 5:22 5:23 6:3 6:5 12:6
today [6] 28:18 48:25 57:8 59:10 64:1 75:19
today's [1] 37:7
together [2] 60:21 62:1
too [2] 13:22 76:7
took [3] 14:25 41:1 61:1
total [1] 6:13
track [1] 15:11
trader [1] 13:7
train [1] 70:18
training [4] 14:17 14:22 14:24 14:25
transcribed [1] 81:6
transcript [1] 81:8
translate [1] 16:10
translation [1] 16:19
Transmission [1] 1:4
treat [1] 55:11
trials [1] 11:18
trouble [2] 60:20 72:14
troubles [1] 40:10
true [5] 53:18 53:20 69:15 80:3 81:8
truly [1] 45:4
trunks [1] 74:5
try [5] 11:24 38:1 38:20 44:9 59:6
trying [4] 53:12 62:25 69:11 74:19
Tuesday [1] 1:16
Turner [3] 10:21 11:4 11:5
turning [1] 41:4
turrets [1] 13:7
two [11] 13:14 16:11 39:9 41:9 49:7 54:10 62:12 71:17 72:8 73:22 75:16
two-wire [1] 65:3
Twomey [40] 2:7 3:5 3:7 4:15 4:16 5:6 5:8 26:4 26:7 26:11 26:12 37:2 37:8 37:17 39:5 39:9 39:12 40:12 40:14 41:1 41:5 41:6 63:23 63:25 64:2 64:6 66:22 69:25 70:3 70:5 70:6 76:12 76:17 76:24 77:2 77:18 78:15 78:15 78:19 79:3
type [6] 34:21 52:9 52:17 61:9 71:1 71:10
types [4] 48:4 48:13 50:4 67:16

-U-

ubiquitously [1] 22:7
ultimate [1] 18:14
umbrella [1] 78:10
unbundled [2] 39:15 66:1
under [17] 1:8 21:4 34:13 35:19 43:5 55:9 56:19 63:15 65:10 66:1 66:5 66:19 72:4 72:24 75:4 76:7 81:6
undersigned [1] 80:2
understand [42] 18:13 26:22 26:23 28:18 29:5 29:9 32:8 32:14 43:8 43:11 43:12 43:20 43:22 44:15 44:25 45:3 45:5 48:1 50:1 52:10 52:16 52:20 54:14 57:16 57:18 57:19 60:10 60:11 62:2 65:16 67:14 67:24 68:6 68:20 71:23 72:3 72:8 72:10 72:11 73:4 73:18 75:6
understandable [1] 16:20
understood [2] 4:23 40:23
UNE [4] 22:6 43:13 45:11 73:14
UNE-P [3] 4:14 55:17 73:16
UNEs [10] 41:11 43:24 44:1 45:7 46:1 46:6 46:7 46:14 48:1 50:24
uniform [1] 43:19
unit [1] 71:4
United [2] 6:21 12:20
units [9] 51:21 55:12 57:7 71:2 71:12 75:10 75:12 75:23 75:25
University [2] 13:16 13:19
unnecessary [1] 61:23
unreasonable [1] 45:12
unusual [1] 45:20
unwilling [1] 56:23
up [10] 9:19 10:10 20:13 30:21 52:20 54:18 55:3 63:3 64:18 78:8
usable [1] 17:10
usage [1] 49:5
used [14] 14:21 15:10 15:21 16:19 28:14 29:2 41:14 44:11 46:8 48:16 54:14 75:20 75:21 76:22
user [2] 16:20 70:13
uses [5] 51:19 51:24 58:20 58:24 74:18
using [6] 44:2 46:3 46:10 46:19 46:21 50:24
usual [1] 10:8
utilizing [1] 45:25

-V-

validate [1] 58:1
valuable [1] 60:21
variety [2] 14:25 32:24
various [7] 6:22 7:21 10:20 12:13 13:8 14:18 25:17
vary [1] 74:3
vendors [3] 15:22 16:2 17:1
venting [1] 43:4
VERBATIM [1] 1:23
Verizon [3] 34:20 34:24 57:8
versa [1] 16:25

version [1] 24:20
via [7] 25:16 34:24 38:4 70:11 70:12 70:13 70:21
vice [1] 16:25
view [2] 25:10 36:12
Virginia [3] 5:15 19:17 21:11
volume [2] 42:11 42:22
volumes [3] 23:8 42:18 43:1

-W-

wait [1] 41:5
walk [1] 33:1
wanting [1] 45:17
wants [9] 48:7 49:5 51:4 51:6 53:21 54:8 73:6 78:11 78:20
Wayne [1] 13:16
ways [3] 30:11 33:13 42:21
weak [1] 48:25
web [5] 70:17 70:19 71:6 71:21 74:8
welcome [1] 12:9
West [1] 2:8
wholesale [5] 20:25 21:7 45:5 45:6 48:7
willing [4] 56:15 60:5 62:22 63:1
willingness [1] 65:24
wire [2] 65:14 65:14
wireless [1] 63:20
wish [5] 31:12 31:22 50:5 53:8 54:9
wishes [2] 51:7 61:11
within [7] 7:17 8:17 12:20 44:16 54:22 73:17 76:11
without [7] 33:21 57:9 61:14 61:14 67:6 71:21 74:7
witness [12] 23:23 23:25 24:3 26:19 27:18 27:23 37:12 39:11 41:3 64:3 66:14 76:14
word [3] 34:13 34:23 44:21
words [2] 11:22 59:11
worked [8] 11:1 15:22 16:8 16:18 18:17 23:12 34:19 62:9
works [4] 9:7 41:19 47:7 47:21
WorldCom [61] 1:5 2:2 5:17 5:18 5:21 6:2 6:24 7:11 7:18 8:17 8:18 10:13 10:19 18:23 18:25 19:11 20:9 28:10 29:19 29:25 31:4 32:10 32:21 33:18 33:23 34:15 35:13 36:14 36:17 38:23 39:1 42:7 45:12 45:24 46:18 50:18 55:17 56:16 56:23 56:25 57:4 58:16 61:11 61:15 62:4 63:5 63:22 64:21 68:19 72:22 75:8 75:19 77:11 77:19 78:2 78:5 78:6 78:9 78:10 78:11 78:20
WorldCom's [10] 7:5 7:18 8:6 20:4 23:1 30:2 30:22 50:13 53:20 77:25
worthiness [4] 28:14 29:23 31:22 34:10
writing [1] 59:20
written [1] 70:25
wrong [1] 28:25

-X-

X [3] 3:1 3:12 3:12

-Y-

years [9] 6:2 6:4 6:6 12:18 13:11 13:14 16:17 34:7 44:12
years' [1] 61:6
yesterday [2] 37:3 37:4
York [12] 19:13 19:14 19:23 19:24 20:9 20:10 23:14 31:11 34:20 42:9 42:14 42:15
yourself [1] 77:17

BEFORE THE
GEORGIA PUBLIC SERVICE COMMISSION

In Re: Petition of MCImetro Access Transmission Services, LLC and MCI Worldcom Communications, Inc., for Arbitration of Certain Terms and Conditions of Proposed Agreement with BellSouth Telecommunications, Inc., Concerning Interconnection and Resale Under the Telecommunications Act of 1996.	:	DOCKET NUMBER 11901-U

Deposition of **MICHAEL S. MESSINA,** taken pursuant to the stipulations contained herein; reading and signing of the deposition reserved, before Lisa A. Singley, B-1616, Certified Court Reporter, Notary Public in and for Newton County, Georgia, commencing at 9:05 A.M., on Wednesday, August 16, 2000, at Six Concourse Parkway, Suite 3200, Atlanta, Georgia.

APPEARANCES:
For BellSouth: D. MICHAEL TWOMEY, ESQUIRE

For MCI: KEN WOODS, ESQUIRE

****

REPLACEMENT

FLORIDA PUBLIC SERVICE COMMISSION
DOCKET NO. 000649-TP EXHIBIT NO. 7
COMPANY/ WITNESS: Messina / BellSouth
DATE: 10-4-2000

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I N D E X

DEPONENT	PAGE
MIKE MESSINA	
Cross examination by Mr. Twomey	5

(No exhibits marked by the parties)

P R O C E E D I N G S

(9:05 P.M.)

MR. TWOMEY: Swear the witness.

(Witness sworn by the Court Reporter).

Whereupon,

MIKE MESSINA

was called as a witness herein, and after having first been duly sworn, was examined and deposed as follows:

CROSS EXAMINATION

BY MR. TWOMEY:

Q. Good morning, Mr. Messina. My name is Mike Twomey and I represent BellSouth.

A. Good morning.

Q. Would you please state your full name and business address for the record?

A. Michael S. Messina. And Lowden County Parkway, Ashburn, Virginia. I believe it's 2100 Lowden County Parkway.

Q. In the prefiled testimony you filed on July 20th, you indicated your work address was 8521 Leesburg Pike, Vienna, Virginia. Have you had a change of jobs since July 20th?

A. Yes, approximately three weeks ago.

Q. What is your new position?

A. Senior staff specialist in the network interconnect management group.

Q. What is the network interconnect planning group?

A. We're responsible for managing the interconnects in the eastern region between Worldcom and the ILECs and various CLECs.

Q. Now, your prior position was in the co-location planning organization?

A. That's correct.

Q. Are those two groups -- do they work together?

A. No, not directly.

Q. How would you characterize this move from co-location planning to network interconnection planning? Is it a lateral move for you?

A. Yes.

Q. What prompted the move?

A. Just a better commute, more opportunities.

Q. Who replaced you as the senior staff specialist at co-location planning?

A. I believe that opening is still there. My current projects were divided among existing staff.

Q. How many senior staff specialists are in the co-location planning organization now that you've left?

A. Two.

Q. Did you replace somebody in the network interconnection planning group?

A. No, it was a new position. My understanding, it's a new position created for me.

Q. Are there other senior staff specialists in the network interconnection planning group?

A. Not that I'm aware of.

Q. Is it a new group?

A. No.

Q. So at least until you came along, there was no senior staff specialist --

A. Yes.

Q. -- in that group? What are your job responsibilities in the new group?

A. To project manage any augments to the interconnect infrastructure between Worldcom and the LECs and CLECs.

Q. You said augment. Does that mean you're not involved in establishing new interconnection arrangements?

A. Typically no. In the event that there would be a new POP created, if we established a new presence, a new office, then it would be a new arrangement.

Q. To the extent there are new interconnection arrangements between MCI Worldcom and any of the ILECs,

would responsibility for that be placed with the network interconnection planning group?

A. Yes.

Q. Is there anybody else within that group who would be responsible for new interconnections other than you?

A. Well, as I stated before, I believe I -- you know, I'm responsible in the east region, predominantly the Bell Atlantic area and any CLECs operating in that area.

The need for an augment would be identified by a facility planner, who is responsible typically for a specific city. And once the job was identified and kicked off, then it would be my responsibility to manage it.

Q. Okay, my question was a little different than that, and I apologize if it was unclear. To the extent there are new interconnection arrangements, you've said that those would be handled by the network interconnection planning group, and I'm contrasting that with augmentation.

If there is a new interconnection arrangement, would that be assigned to you or some other person in that group?

A. If I'm understanding your question, it would be

assigned to me.

Q. If I say anything incorrect, I want you to correct me and tell me I've said it wrong. There are some of these background information questions where I'll -- I'll try to summarize or get a picture of what you've said so that we can move on to the next topic. If I say anything incorrectly, please stop me.

With the picture I'm getting from your testimony is that the network interconnection planning group, at least for the east region, is primarily focused on augmentation, rather than new interconnections. Is that a fair statement?

A. Well, insofar as there's a mature network out there with, you know, many interconnect points. You know, we have to manage those and augment them as required. But from time to time, there are new POPs created, which I believe there's a few on the drawing board now, which would necessitate a new interconnect arrangement.

Q. Well, I guess what I'm trying to get at is would it be fair to say that although you've said there may be a few new ones, would it be fair to say that MCI Worldcom has interconnected in the east region, at least, pretty much in all of the places where it plans to have interconnection with ILECs? And I mean geographically

speaking.

A. Well, it's an evolving network. But -- I mean, it's a mature network.

Q. Would you characterize the southeast region the same way?

A. I really have had no direct involvement in the southeast region, but I think generally speaking, we could say that.

Q. All right. And let's be clear about that. You say you've had no involvement with the southeast region or very little involvement with the southeast region. Certainly that's true as to your network interconnect planning responsibilities which started three weeks ago; is that right?

A. Yes.

Q. What about when you were in the co-location planning organization?

A. Well, there are new co-los being looked at and planned.

Q. Let me back up. My question now -- and I realize I'm going from point to point and not necessarily in a straight line -- my question is what involvement did you have in the southeast region while you were in the co-location planning group?

A. My involvement with the special projects were predominantly inventorying and planning efficient use of the co-location space that we already had, interconnecting co-locations of our Legacy companies where we had multiple co-locations in the same buildings.

Q. Did you have regional responsibility when you were in the co-location planning group?

A. No.

Q. It was nationwide?

A. Yes.

Q. How many other -- you said there were two other senior staff specialists. Did you all divide the work up by subject-matter?

A. By -- well, I guess subject-matter, you could say, or by projects, specific projects.

Q. I mean, in other words, did you focus on certain types of co-location issues to the exclusion of others, and did the other senior staff specialists have similar responsibilities?

A. Yes.

Q. What were the specialties that you focused on? Were those the ones that you've just described to me?

A. Yes.

Q. So you've had experience with BellSouth on co-

location issues?

A. Yes.

Q. Now, you were with Ninex until 1995?

A. That's correct.

Q. In the network organization?

A. Network services and engineering.

Q. I presume from the timing of your departure that you did not work on co-location interconnection type issues for Ninex because that was before the Act.

A. I had quite an involvement with co-location for Ninex.

Q. What kind of co-location did you have?

A. Physical co-location.

Q. Of what type of companies?

A. The various CLECs which wanted to come in and co-locate in the Ninex offices.

Q. And those were all before 1995 or before November of '95?

A. Yes.

Q. And that was before the Act was passed. Did the New York Public Service Commission opened up New York or Ninex's market to competition at that point?

A. Yes. The New York Public Service Commission, and I believe there was some FCC activity.

Q. When did that activity begin? When did you first start having co-location of CLECs in Ninex's territory?

A. Oh, I don't recall the date, but, you know, it was -- it was ongoing for quite some time before my departure.

Q. Okay, well, let's try to -- was it after 1900?

A. Well, yes, I'd say it was after 1990.

Q. Was it after 1992?

A. I can't really give you a date. I believe that I was involved with that activity for probably at least a year or two.

Q. Now, the requirements for co-location at that point would have been established by either the New York Public Service Commission or the FCC; is that what you testified to?

A. Yes.

Q. And how did you -- how were the requirements for co-location at Ninex communicated to you?

A. I met with and worked with the regulatory and the legal folks.

Q. And they gave you the run-down of what things had to be done and what types of arrangements had to be permitted and what things you had to do?

A. Yes.

Q. Have you had a chance to read the FCC's order on co-location which came out -- well, excuse me -- it addressed issues, other issues, too, but including co-location -- which was released on August 10th, 2000?

A. No, I haven't.

Q. Given your new job responsibilities, are you -- you will not have ongoing responsibility for co-location issues; correct?

A. That's correct.

Q. Will you continue to participate in these regulatory proceedings on co-location issues for the company?

A. I believe in the short term, I will be.

Q. Do you plan to review the FCC order to determine how it impacts on the issues in this case?

A. Yes.

Q. In your direct testimony filed on July 20th, I believe you addressed issues 54 through 57, and 59 through 66; is that correct?

A. That sounds correct.

Q. I'm not sure why there's a gap of 58, but my notes have a gap at 58. I'm not sure --

A. It --

Q. -- unless it's closed.

MR. WOODS: 58 was settled.

MR. TWOMEY: Okay, that's why.

MR. WOODS: And I think the co-lo issues ended with issue 66.

MR. TWOMEY: Right, okay.

BY MR. TWOMEY: (Resuming)

Q. And at least as far as your direct testimony, co-location was the only issue you were addressing?

A. Yes.

Q. Now, Mr. Martinez has been reassigned to other responsibilities within Worldcom, as I understand it, and you have -- you, among others, have picked up some of his issues.

My notes show that you have issues 5, 6, 8, 11, 15 and 19. Is that correct?

A. I don't know the numbers associated with those issues.

Q. Okay. I just want to make sure we're all on the same page.

You've very kindly handed me an excerpt of Mr. Martinez's testimony before we started this morning, which you had pulled for your own use. And I'll presume that you do not have issue six in your excerpt. I don't know

if it's been resolved.

MR. WOODS: Issue six has not been resolved, but that issue, I believe, is being taken by Don Price.

My list, Mike, shows 5, 8, 11, 15 and 19 are the ones that he adopted from other witnesses.

BY MR. TWOMEY: (Resuming)

Q. Now, you've obviously had a lot of experience with co-location issues. But let me ask you some questions about -- just generally.

On issue five, what is your understanding of what that issue is?

A. It has to do with the -- the routing, selective routing of OS and DA calls to Worldcom's platform.

Q. Is this an issue that you've dealt with before in your work at Ninex?

A. Not at Ninex, but I've had -- I have worked in network translations and routing issues, and I have been somewhat involved in this issue with Worldcom.

Q. In what regard?

A. As a subject-matter expert on unbundled elements, network elements.

Q. What is the dispute between the parties in issue

five as far as you understand it?

A. The selective routing of OS and DA traffic from Worldcom customers being served off of BellSouth switch ports and the switching format of that traffic.

Q. What does Worldcom want BellSouth to do with respect to this issue?

A. Well, we would like to have that routed over common transport, the ability to hub it at tandems and receive it in an equal access or Feature Group D type format.

Q. And what is BellSouth's position?

A. I believe BellSouth's position is that we would be required to get direct trunking to each end office where we had switching port customers. And that that format would be -- not an equal access Feature Group D format, but MOS type signaling.

Q. Did you -- you were not present for Mr. Milner's deposition, were you?

A. No, I wasn't.

Q. Did anyone report to you the discussion that Mr. Milner provided in his depositions concerning this issue?

A. I know there was some discussion, and I'm not sure if it came directly from Mr. Milner's testimony. But I believe -- are you talking about a trial that's in

progress?

Q. No. I just wanted to know if anybody had -- and obviously, subject to the attorney-client privilege -- if anybody had briefed you, effectively, on Mr. Milner's deposition, which was last -- I believe it was Wednesday or Thursday. No, it was Friday; it was Friday.

A. There was some discussion on it.

Q. Okay. Did you have it with somebody other than an attorney?

A. No.

Q. Well, I guess my point in asking that was after hearing Mr. Milner's testimony, did it in any way change your position on these questions?

A. No.

Q. You do not believe that direct trunking to the TOPS platform is necessary in order to access OS and DA?

A. Well, what we're looking for is direct trunking from your end office to our operator platform.

Q. Well, the issue concerns BellSouth's operator services and directory assistance, right? Database -- effectively is what you're trying to access.

A. Well, I believe the issue is that we believe that you have to provide OS and DA as a unbundled network element until such time as that you can route it to us in

a signaling format which our platform can deal with.

Q. And BellSouth has -- at least our position is that we can provide selective routing. It just may not be compatible with the protocols that you have in your network; is that right?

A. Yes.

Q. And on what basis do you believe that BellSouth has to accommodate the particular protocol that Worldcom is using? Where does that obligation come from?

A. Well, we believe it's technically feasible.

Q. Now, as I understand it, we're providing selective routing, but there's a different signaling protocol.

A. That's correct.

Q. Now, and as I understand the issue, what you're saying is we should be providing OS/DA in unbundled network element because we're not providing selective routing with the signaling protocol that's compatible with MCI Worldcom?

A. That's how I understand the issue.

Q. Okay. Now, there's no dispute that OS/DA can be unbundled. That's not the technical feasibility issue; correct?

A. Yes, it -- your products can be unbundled.

Q. Can be unbundled.

A. Yes.

Q. When you said -- in response to my question about whether we have to make it available to you in the signaling protocol that you would like, you said we could do it because it was technically feasible.

Are you suggesting that BellSouth would have to offer a different type of selective routing that would be compatible with your signaling protocol? In other words, we need to change the way that we provide selective routing?

A. Well, I believe that the routing is compatible the way you route it. It's the signaling format which you deliver it is the issue.

Q. Okay. Do we need to change the signaling format?

A. Yes.

Q. In other words, I may not be very artfully asking the question. What I'm trying to get at is what is it that you really want? Do you really want the OS/DA unbundled, or do you want us to change the way that we're delivering the signaling information? What is it that you want?

A. Well, until such time -- we would like to have

the ability to take that traffic to our own platform. And that would require the change in the signaling format.

Until such time that that happens, we would like the OS and DA services to be unbundled.

Q. Now, another way to accomplish your access of the OS/DA instead of changing the signaling format is for you to establish direct trunks, right, as BellSouth has required -- has requested?

A. Well, the direct trunks would be compatible with your existing signaling format. But it still doesn't get around the issue that the signaling format is incompatible with our platform.

Q. Obviously, the basis for your request is from the FCC order; correct?

A. That's my understanding.

Q. Well, have you reviewed the FCC order yourself?

A. I have seen summaries of it.

Q. Is it your understanding that the FCC order addresses the specific issue of incompatible signaling formats?

A. I don't know that.

Q. Now, in adopting this testimony, did you sit down with Mr. Martinez and discuss these issues with him?

A. No.

Q. Did you discuss the issues in Mr. Martinez's testimony that you're adopting with anybody other than attorney?

A. No.

Q. How did this adoption go? I mean, did you -- just explain to me how you ended up with these particular issues of Mr. Martinez's.

MR. WOODS: To the extent that -- don't discuss any discussions that you may have had with any attorneys of the company. But otherwise --

BY MR. TWOMEY: (Resuming)

Q. And let me try to be more specific. I guess what I'm trying to ask is did you have a meeting where somebody said, all right, we've got to divide all of Mr. Martinez's issues up, and you raised your hand and said, I'll take 5, 8 and 11, or did somebody just assign you the issues?

A. Well, there was a meeting, a conference call. And there was, you know, discussions with -- you know, some give and take back and forth and his issues were divided up.

Q. And you feel comfortable that you have the expertise to address all of the issues that you picked up

from Mr. Martinez?

A. Yes.

Q. What is your understanding of issue eight?

A. Well, this has to do with what standards pertain to the unbundled elements.

Q. I'm going to ask you the same question I had of issue five. Did you have any discussions with anybody other than an attorney after Mr. Milner's deposition about this issue?

A. No.

Q. At his deposition, Mr. Milner explained -- and I think we may have even had an off-the-record discussion -- that BellSouth's primary interest here is basically in disclosing what the capabilities are of the elements that we'll provide, so that there's no disagreement later on that we gave you a loop that you thought would do XYZ, and we told you it only did ABC. Has that issue been expressed to you in that regard before?

A. Well, that's my understanding that that was stated as your intent.

Q. Do you have any disagreement with BellSouth's interest in making sure that there's a clear understanding between the parties of what the particular elements are capable of doing?

A. No.

Q. I mean, as long as what BellSouth -- as long as BellSouth's intent -- and to the extent we put language in the contract -- is not to limit your use of the element, but simply to disclose the functionalities and capabilities, do you have a disagreement with BellSouth on that point?

A. No. I don't have a disagreement on that. But what I have an issue with it being expressed in a proprietary, BellSouth-specific document. I believe our position is it should be referenced to some industry standard.

Q. Well, then maybe we're not -- maybe we are still communicating on different issues. As I understand it, what Mr. Milner testified to is we just want to give you a booklet, a set of documents, that says, this is what these loops can do, period, so that if you come back to us later and said -- and say, I bought this loop and I thought it did something else, we can both go to the document and say, here's what we told you it would do.

Why does that have to be an industry standard? It seems to me if we're providing BellSouth-specific loops, we would be wanting to look at the BellSouth specifications.

A. Well, there are standards which cover what a loop is, industry standards. And that shouldn't differ from region to region.

Q. Okay. Well, then are you -- is the issue here that we should be providing loops that have the same functionalities and capabilities as any loop that SBC provides or Ninex, Bell Atlantic provides?

A. Yeah, within the framework of the industry standards.

Q. Well, you need to help me, here. Let's assume that there's a range of specifications that a loop can be -- that a loop can have and still meet the requirements of the Act. Assume that for purposes of the question.

A. Yes.

Q. If BellSouth's loop provides some particular functionality, but not another particular functionality, and SBC's is the reverse, shouldn't the parties to an interconnection agreement involving BellSouth and Worldcom set forth exactly what the functionalities of the loops that you're getting from BellSouth?

A. Well, I don't understand what the difference functionality would be. If a loop is provided over copper facilities, it has certain functionalities, certain transmission and signaling characteristics. If that loop

is provided over a digital loop carrier system, it has certain transmission and signaling functionality. And that really shouldn't vary from region to region.

Q. Well, let's assume, for example, you're buying loops that you want to put DSL service on. And BellSouth's current position is we won't -- even for our own customers -- guarantee that you can get the DSL quality service if you're more than 18 kilofeet from the central office. Are you familiar with that standard that BellSouth has?

A. Yes.

Q. Explain to me, what are the different factors -- I don't know if it's load coils or some other issues -- that create that 18 kilofeet limitation as far as you understand it?

A. Well, it's the -- that's the limitation of the technology. There's a piece of electronics placed on -- in the central office and a piece of electronics placed on the other end at the customer demark, and the length of the loop, particularly the resistance and the transmission quality of the loop, supports that technology up to typically 18 kilofeet. If there are load coils, bridge taps, gauge changes, things like that, then that technology won't work.

Q. Well, when we unbundle a loop to Worldcom, for example, the bridge tap and the load coils will be -- I mean, part and parcel of the loop; correct?

A. Yes, that's the plan that you have in place.

Q. I mean, and, in fact, we may have different -- I mean, we will have different loops in different locations; correct?

A. That's my understanding, yes.

Q. That will have different amounts of bridge tap, for example.

A. Yes.

Q. Well, as I understand this issue -- maybe I'm missing the issue -- on a particular loop that we're unbundling to you, we might provide you with specifications and say this is the bridge tap for this loop. And you need to know that because if you want to use this for ADSL service, you need to know how that's going to impact your ability to provide that to your end user customer. Is that part of the issue here?

A. Well, I think the issue here, plain and simple, is what technical specifications govern the -- you know, control the loops. If we want a loop for ADSL service, we should have the ability to order the loop for ADSL service. If we want a loop for analog service, we should

have the ability to order a loop for analog service.

Q. Well, but you're gonna order a loop for a particular customer that's already in the ground --

A. That's correct.

Q. -- as an existing customer. And if that customer didn't qualify for ADSL service when he was a BellSouth customer, he's not going to qualify for it if he's a Worldcom customer either, right?

A. Yeah. The loop is the loop.

Q. And BellSouth's not required to go in and modify that loop because Worldcom has bought it; is that right?

A. Well, I'm not familiar with your retail DSL service or what you're doing on the retail side of the house.

Q. Well, I guess my question is is it your understanding that BellSouth would have an obligation, for example -- let's say there's too much bridge tap in this particular loop and you can't get ADSL service out because the signal will degrade.

A. Yes.

Q. Is it your understanding that BellSouth would have an obligation if Worldcom wanted to offer ADSL service to its customer over that loop to go out and re-engineer that loop?

A. To the extent that you do that with your own retail customers, then it would be our position that you should offer that on an unbundled basis.

Q. Okay. Let's assume we don't do that for our own customers. What is your position?

A. Well, we would be offered unbundled network elements that somewhat had parity to what your retail offerings are.

Q. Well, let's be specific. My specific question is if we don't re-engineer a loop because of bridge tap to our own customer to provide ADSL, what is your understanding of our obligation to Worldcom for that same loop?

A. Well, I'm not the expert in this area. But, you know, my understanding is that if you're not offering a particular service on the retail side of the house, you really aren't under the obligation to offer it as an unbundled element.

Q. Okay. Now, BellSouth may have -- I mean, the specifications that we're talking about on issue eight include bridge tap, right, if we're talking about a loop?

A. Yes.

Q. BellSouth may have on a percentage amount of bridge tap in its loops that differs from what SBC has;

correct?

A. Yes.

Q. And you're buying loops, at least under this interconnection agreement, from BellSouth; correct?

A. Yes.

Q. Wouldn't you want to know what the bridge tap we actually have is, rather than some industry average?

A. Well, I think we're talking about two different things. If we were ordering a loop for a DSL type service, typically we would want to have some kind of a pre-qualification process where we would get notified back on the make-up of the particular loop serving that location we're looking at.

Q. Well, I appreciate that. But I think we're getting -- we're straying from the question, and maybe I'm not asking the question correctly.

We're talking about the technical specifications that apply to the unbundled network elements that you're buying from BellSouth. That's what's at issue here in number eight.

A. Yeah.

Q. My question is let's use bridge tap as an example. It's not -- it's certainly not the only thing at issue here. But let's use bridge tap as an example.

Doesn't it make sense for BellSouth and Worldcom in the BellSouth-Worldcom interconnection agreement to be talking about the specification of BellSouth's loops, as compared to some industry standard or average of other companys' loops?

A. Well, there are industry standards which identify what is an allowable bridge tap for a DSL/ADSL service.

Q. But that only sets the outer boundaries; correct?

A. Yes, that's my understanding.

Q. So MCI Worldcom does not want the actual specific information for the loops you're buying from us?

A. On a case-by-case basis, we'd like to get that loop make-up. But I don't see where that ties into a proprietary specification -- proprietary standard.

Q. Well, we're unbundling BellSouth's existing network; correct?

A. That's correct.

Q. And when you worked at Ninex, I'm sure you had specifications for your network available to you to consult; correct?

A. Well, there were standards on what a loop -- on the outer limits of what was a good loop and what wasn't a

good loop.

Q. Well, did Ninex have the technical specifications about its own network when you were at Ninex?

A. It's my understanding that we had Bell Corp specifications specifically talking about loops.

Q. Do all of the regional Bell operating companies engineer their networks in precisely the same manner?

A. I don't know. I'd say not.

Q. And you're buying unbundled network elements from BellSouth based on its existing network; correct?

A. That's correct.

Q. Let's go to issue eleven. What is the issue in number eleven?

A. The -- I guess at issue here is the manner at which Worldcom would get access to the feeder distribution interface and ultimately access the distribution loop.

Q. And what is BellSouth's position?

A. As I understand it, BellSouth would -- I'm striving to come up with the -- they would introduce an intermediate device, and I'm not sure exactly what the proper term for that is. Intermediate device or an accessible terminal which we would be able to cross connect to get access to the distribution.

Q. What would be the network implications of using the access terminal that BellSouth's proposing?

A. Well, as I understand it, this is gonna introduce an additional cross connect point into the network, and that would introduce additional costs and additional potential failure point.

Q. What additional costs would it introduce?

A. Well, the cost of this access point, this access terminal.

Q. You mean the actual device?

A. Yes. The device and the installation of it.

Q. Now, exactly how will you access the feeder distribution interface, the FDI? How technically would you be doing that in the absence of this intermediate device?

A. Well, we would be required to extend our network, our feeder out to close proximity to BellSouth's FDI, and as I would envision it, we would have to work with you to install a tie cable from our box or our network device into your FDI.

Q. You'd install a tie cable from a box -- what was the name of the box?

A. Well, we're gonna construct our network out to that point and terminate it in some sort of a terminal

enclosure.

Q. Okay. So you'll have a terminal enclosure within a few feet, perhaps, of BellSouth's FDI in the central office?

A. This is not in the central office.

Q. I'm sorry. In the --

A. Out in the corner.

Q. Out in the track. And then you will have a tie cable that runs between your enclosure and the FDI?

A. That would be my proposal.

Q. And how would you -- just literally, how does the tie cable get attached to the FDI?

A. It would be brought inside the FDI and terminated on a terminal block.

Q. And that would be a cross connect at that point?

A. Well, to access individual distribution loops, a cross connect would be required within your FDI, just as there's cross connects made today between the distribution and the feeder.

Q. Okay. So at a particular FDI, you might have four loops that serve customers that you have obtained, and you would cross connect in the FDI to those individual loops; correct?

A. Well, a technician would cross connect. I'm not

sure if it would be our technician or your technician responding to our order.

Q. But there would be a cross connect to those particular loops?

A. Yes.

Q. And then the cabling -- I'm guessing it wouldn't be that thick. But that cabling from those cross connects would go out of the FDI and into your -- whatever you -- terminal --

A. The terminal enclosure.

Q. The terminal enclosure that you have.

A. Yes.

Q. Okay. Now, describe to me how the arrangement would be configured if BellSouth's access terminal device is used.

A. Well, I haven't seen any sketches or diagrams of BellSouth's access terminal. But in reading the material, it would require an enclosure outside of your FDI and a cross connect would be made inside that enclosure.

Q. Now, under the scenario that you've put up, there will be a terminal enclosure of Worldcom's, right?

A. Yes.

Q. Now, could the cross connect to the access terminal take place in your enclosure?

A. That would be feasible.

Q. Okay. So we don't necessarily have to have another terminal enclosure; is that right?

A. If it was designed that way.

Q. Okay. And then what we're proposing is that you cross connect to the access terminal device rather than cross connecting directly to the FDI, right?

A. Yes.

Q. So, I mean, I'm not an engineer; I was an English major. But it sounds to me like under either scenario, you have the FDI and one terminal enclosure, and the only question is whether the cross connects take place in the BellSouth terminal enclosure or the Worldcom terminal enclosure; is that right?

A. Well, cross connects would have to happen in both enclosures.

Q. Okay, because the cabling between your terminal enclosure and ours would be cross connected to both sides?

A. That's correct.

Q. Okay. What is involved in a cross connect?

A. A technician, you know, basically getting a piece of cross wiring and -- with a specific tool and punching it down on the connectors on a punch down block.

Q. Okay, so there's no additional equipment?

A. Other than just hand tools, no.

Q. And then obviously, they don't leave the hand tools there. Just the use of the hand tools, right?

A. Yes.

Q. And did you say that doing this -- setting it up the way BellSouth would like to have it done would have any impact on the services that you'd be able to obtain over that loop?

A. Should have no effect on the services.

Q. Okay. Now, BellSouth has raised a concern about network reliability if Worldcom were to be able to access the FDI directly. Do you understand that?

A. Yes.

Q. Now, you don't disagree, do you, that somebody who doesn't know what they're doing could cause some serious problems for BellSouth and all of its customers if they made a mistake with the FDI; correct?

A. There could be work errors.

Q. And Worldcom is a sophisticated company that has experts like you working for it, but we have an obligation to offer unbundled elements to any CLEC who can get a certificate of convenience from a commission, right?

A. This is true.

Q. Do you think it's unreasonable for BellSouth to

try to manage that -- those demarkations in a way to minimize the possibility of, as you described, work errors from, you know, 500 different CLECs across the region? Do you think that that's an unreasonable position for BellSouth to take?

A. No.

Q. Let's talk about issue 15. What's the issue here?

A. Well, I think this is related to the earlier issue that we talked about on selective routing, and it's talking specifically about the signaling format.

Q. Now, what are the ANI-II digits? Are those part of the phone number --

A. Yes.

Q. -- of the called or the calling party?

A. Well, in the -- it is the calling --

Q. The calling party?

A. -- party, yeah.

Q. And what part of the phone number, of the ten-digit phone number is the ANI-II digits?

A. I believe it's the entire ten-digit number.

Q. Why does MCI Worldcom need the entire ten-digit number to be passed when it's -- when this kind of an arrangement is being used?

A. Well, that's part of the equal access or Feature Group D signaling format.

Q. But what do you use the digits for? I mean, what do you use the information for?

A. I'm not entirely sure what we use it for.

Q. Does it have anything to do with billing?

A. It may very well.

Q. Now, as I've -- I think -- I may have this wrong. There's a difference between common transport and shared transport, isn't there?

A. I've heard the two terms used interchangeably.

Q. Okay. You can -- we can be transporting traffic for MCI Worldcom that could be local, long distance, over one trunk. That would be common transport; correct -- if I've got my terminology right.

A. Well, if that -- if that trunk were dedicated to MCI Worldcom, then I don't believe it would be common transport.

Q. Okay. Well, they could also be transporting traffic of a number of different providers over the same trunk, and that would be your definition of common transport.

A. Other providers, you know, including the incumbent LEC or BellSouth, in this case, and that would

be called common transport.

Q. And it's your understanding that utilizing common transport, BellSouth has the technical ability to provide MCI Worldcom with the ANI-II digits; is that right?

A. Yes, that can be done technically at Feature Group D signaling format.

Q. All right, let's talk about issue 19. What's the issue here?

A. Well, I -- I think this is related to the two earlier issues that we talked -- I'm not sure specifically what's at issue in this particular --

Q. Well, this is your testimony now, right?

A. This is true.

Q. What is it that the parties are disagreeing about?

I tell you what. Let me withdraw that question. We've been going for about an hour. Let's take a break, go off the record.

(Whereupon, a short break ensued).

BY MR. TWOMEY: (Resuming)

Q. All right, Mr. Messina. What is your understanding of what the parties' disagreement is with respect to issue 19?

A. This issue is whether we can receive this OS/DA traffic by tandem routing -- tandem routed or with overflow through tandems.

Q. And as you know, it's similar to at least two of the other issues we've talked about this morning.

A. Yes. It's all interrelated.

Q. Do you know -- do you have any basis for suggesting that BellSouth is required to set up this arrangement the way that you've asked us to? Is there an FCC requirement on this?

A. No. To my knowledge, no.

Q. BellSouth's position has been that operator services and directory assistance end office functions require direct dedicated trunk groups from BellSouth's end offices to the TOPS program -- TOPS platform.

Are you familiar with our position on that point?

A. Yes.

Q. What is the -- do you disagree with that statement?

A. No, as it relates to your own internal network.

Q. Are you asking for us to configure the network a little differently when it's your traffic that's being handled?

A. Well, what we're talking about, a method that OS and DA traffic would be delivered to the MCI Worldcom operator platform, which would necessitate, you know, an architecture being in place to support that.

Q. Now, in issue 19, it's framed as how should BellSouth be required to route OS/DA traffic. So we're talking about BellSouth traffic, right?

A. Well, this would be traffic, OS/DA traffic generated from MCI Worldcom switch port users off of a BellSouth switch.

Q. So it's a Worldcom end user being served through unbundled network elements?

A. That's correct.

Q. And we're trying to get the call from the MCI end user to the MCI OS/DA platform?

A. That's correct.

Q. Okay. And in this circumstance, are you unbundling -- are you purchasing unbundled OS/DA from BellSouth?

A. No. Specifically what we're talking about here is selective routing of that traffic to ultimately to transport coming back to Worldcom's platform.

Q. So Worldcom would have its own OS/DA in this circumstance?

A. This is correct.

Q. And what's the network connection between your OS/DA platform and BellSouth's network? Where does that connection take place?

A. Well, as I understand it under BellSouth's proposal, we'd be required to have dedicated transport to each BellSouth end office switch that had MCI Worldcom end users.

But our proposal was that we would be able to collect this traffic at tandems, either tandems or direct end office switching.

Q. And BellSouth has said that for its OS/DA, it sets up dedicated trunk groups for its own network traffic, right?

A. That's correct.

Q. And it's my understanding that Mr. Milner's testified that there are technical reasons why we have to do it that way.

A. That's my understanding of his testimony.

Q. Okay. Now, is it your position that BellSouth is handling its own traffic in a way that it doesn't need to be handling it?

A. No. The signaling format which BellSouth uses internally requires direct end office trunking.

Q. Well, if you're purchasing unbundled network elements from BellSouth, aren't you required to utilize our existing network?

A. Well, I believe in this scenario, we're purchasing a switch port, an unbundled switch port from BellSouth. And yes, I believe that would come as is.

The issue here is OS/DA traffic is generated from that switch port. How is it routed to the MCI platform?

Q. No, BellSouth's switch port was set up to -- I mean, originally, to handle BellSouth traffic; correct?

A. This is true.

Q. Are we talking about modifications that would have to be made to the switch in order to accommodate MCI's request?

A. Software or translation modifications.

Q. So somebody would have to go in and make software and/or translations modifications to the BellSouth switch?

A. Yes.

Q. And if that were done, it's your understanding that the traffic could then be routed to the MCI Worldcom platform?

A. In a useable form.

Q. Useable form, okay. Is it your understanding that BellSouth has an obligation to do that software and translations work for Worldcom?

A. Well, it's my understanding that they have to provide selective routing of this type of traffic and that, you know, --

Q. Now, we do provide selective routing -- BellSouth is providing selective routing using its signaling protocol; correct?

A. That's what -- that's what is offered.

Q. Now, if BellSouth were to agree to do the software and translations modifications, would Worldcom be willing to pay for that, whatever the cost were?

A. I'm sure that there'd be some arrangement passed on, but I'm -- that's not my area that I deal with.

Q. Okay. Now, if BellSouth made the software and translations modifications, my understanding is that it would be specific to whatever ports you are actually using, right?

A. There's a routing scenario built in there for BellSouth's retail customers. There'd have to be routing scenarios built in there for the Worldcom customers.

Q. Okay. So it wouldn't be -- you wouldn't necessarily have to make the change as to a specific port;

it would just be a change to the switch that said if you get a call coming from this identification, then we know it's a Worldcom call--

A. Yeah, from this class of customer or however you want to describe it.

Q. And if BellSouth -- if Worldcom were to stop utilizing service from BellSouth at that switch -- for example, they purchase their own switch and decided to co-locate -- BellSouth would have to do software and translations modifications to un-do that work; correct?

A. Well, I'm not sure that they would have to undo it. But if the customer who was utilizing that would be disconnected, that would -- you know, that translation would not be needed.

Q. Let's move on to what I'll call your testimony, co-location.

Issue 54 concerns, as I understand it, really all we're arguing about is what's the charge for security systems; is that right?

A. Yes.

Q. And whether they should be allocated on a per square foot basis or on a per CLEC basis. Isn't that your understanding of the issue?

A. Yes.

Q. In general, what does security at a central office consist of?

A. Controlling access to the building; controlling access to the switch rooms within that building.

Q. And what is BellSouth's cost associated with providing security at those buildings? What are the kind of things that BellSouth has to do to, as you say, control the access to the building and control the access to the switch room?

A. Well, I think the cost would be dependent upon what method of security you use. It could be simple as controlling the distribution of keys.

Q. If you had -- if you had just two locks, a lock on the front door and a lock on the switch door, it's just the cost of the keys, right?

A. Yes.

Q. And if you have a security guard posted at the front door and a security guard posted at the switch door, it's just the cost associated with employing those security guards; right?

A. Plus, you know, whatever normal overhead and things like that.

Q. And if you have a security system, it would be whatever costs are associated with controlling, as you

say, access to the building or access to the switch room, right?

A. Yes, sir.

Q. What difference does it make how much square footage someone is occupying to the cost that BellSouth incurs?

A. Well, I think that the security switch room or security to a building, you know, all parties -- all providers within that enclosure are benefitting from it. Some providers are benefitting more than others.

Q. Well, let's use the key example. Let's assume we just have a lock on the front door. If BellSouth has two CLECs co-locating, the cost of providing or controlling the access is manufacturing two additional keys; correct?

A. Yes.

Q. And if we had five CLECs co-locating, we'd just need to make three more keys; correct?

A. Yes, sir.

Q. Does it make any difference in my example whether -- from a cost perspective, does it make any difference whether, you know, one of the CLECs is occupying 80 percent of the space and the other four are occupying five percent of the space each?

A. If each CLEC were only to get one key, then I assume that no, there would be no difference in cost. But the CLEC with the majority of the space may have more technicians and they may request more keys.

Q. Well, in that case, we would just -- the cost would be whatever number of incremental keys we'd need; correct?

A. Yeah.

Q. All right. Now, when you -- so if it's not a cost issue -- you said -- you talked about it being a benefit issue. If I'm a CLEC and I need 100 square foot space to provide equipment that allows me to serve all the customers I'm ever going to need to serve in the city of Atlanta and I put all of the equipment that I own in that building, I'm occupying 100 square feet, but am I getting less of a benefit than somebody who just happens to have more equipment than I do in terms of security?

A. Well, all the providers within that building, within that switch room are getting security. But I think some of the providers, they have more of an investment; they have more at risk.

Q. Well, are you suggesting, then, that we allocate the cost based on price or the value of the equipment that's in the building?

A. Well, I think the square footage is an attempt at that. You have to have some method of allocating the cost.

Q. Well, if we're only talking about the cost, the cost to BellSouth doesn't vary in terms of providing security based on the number of providers, does it?

A. (No response).

Q. Well, let me strike that. The cost doesn't vary among providers for BellSouth to provide security, does it?

A. I'm not sure I understand the question.

Q. Well, let's use the example of the keys. The cost to providing the security is the cost of making the additional keys in that example; correct?

A. Yes.

Q. And the cost to BellSouth doesn't vary according to how much square footage a particular CLEC is occupying; correct?

A. That would be correct.

Q. All right. So it's not a cost issue. Now, you've described it as a benefit issue because certain CLECs may be benefitting from security to a greater extent than others; correct?

A. Well, certain CLECs and BellSouth.

Q. Now, what do you get when you get security?

A. You get a controlled environment. Controlled for -- as far as access.

Q. And do you get a -- I guess, a -- well, strike that.

Let's use an electronic security system as the example, because I think that's probably more in line with what we're doing. If BellSouth has five CLECs co-locating in its Buckhead central office and a new CLEC wants to co-locate, assuming that there's already a security system there, what incremental cost does BellSouth incur to provide that CLEC with access to the central office?

A. Assuming that the security system is there and it's adequate, my assumption would be just issuing additional card keys.

Q. And you could back it up even further and say let's assume there was one CLEC who -- the first CLEC who occupies the building. The second CLEC, the incremental cost would only be the security card, right?

A. Yes.

Q. Would it be fair to impose all of the costs of the security system on the first CLEC and charge the second, third, fourth and fifth CLECs only the cost of the additional swipe card?

A. No.

Q. When the FCC said that incumbent LECs should allocate the cost of security among providers, don't you think they were trying to avoid a situation where the first CLEC bore all the cost associated with security?

A. Yes.

Q. Let's go to 55. What is the issue here?

A. The time interval when we would receive a response and a quote on a co-location application.

Q. What is BellSouth -- what work on BellSouth's part is required when an application for co-location is submitted?

A. Well, they have to verify within a certain central office that there is space and facilities to accommodate that co-location.

Q. And we need to provide a cost to you, a price?

A. Yes.

Q. Now, in many states within BellSouth's region, the price for co-location varies based on the actual location of the co-location premises; correct?

A. I'm not sure about the location premises.

Q. Well, what I mean, on an individual case basis --

A. Yes.

Q. -- pricing in many of the central offices, correct?

A. Yes.

Q. And these depositions are being taken for the purposes of multiple states, and I realize the Florida Commission has addressed this. But I need to ask you about this to the extent we're litigating in North Carolina or somewhere else.

Do you think it's unreasonable for BellSouth to -- the position that BellSouth has taken is that it will provide you within ten business days with information about whether co-location space is available; correct?

A. Yes.

Q. And how much time does BellSouth say it will take to give you a cost quote?

A. I'm not sure if they spell out that, but it would be treated as an ICB type basis.

Q. Now, you've noted in your testimony that the Florida and Texas commissions reached the same -- reached similar conclusions on this issue; correct?

A. Yes.

Q. Now, on page -- I wanted to ask you about page 15 of your testimony. I know you're not an attorney. But on page 15, lines seven through ten, you say the

deployment of -- by any incumbent LEC of a co-location arrangement gives rise to a rebuttable presumption in favor of a competitive LEC seeking co-location in any incumbent LEC premises that such an arrangement is technically feasible. Do you see that?

A. Yes.

Q. What does that have to do with the issue that we're talking about in 55?

A. Well, basically if a commission, a state commission has ordered something or ruled in one direction in one state, then we can assume that that is technically feasible in other states.

Q. Well, you may need to help me, here. As I understand it, if -- this particular statement that's cited would be pertinent if there was a dispute between the parties as to whether a particular type of cross connection could be done in a central office. Would you agree that under that circumstance, this would certainly be appropriate?

A. Well, not only that it could be done, but the time frame it can be done.

Q. So you think the intervals for responding to a co-location application raise the issue of technical feasibility?

A. Well, whether there's adequate space and facilities in a particular office to support that application would -- I guess would come under the umbrella of feasibility.

Q. Well, I just want to be clear that we're talking about technical feasibility. Is it your testimony that the intervals for responding to an application raise the issue of technical feasibility under the Act?

A. Well, not directly technical feasibility. But if something can be done within a certain interval within one jurisdiction, we believe it can be done in that same interval in another jurisdiction.

Q. Well, BellSouth has at least one jurisdiction where co-location space is a flat $100 per square foot, per Commission order. Do you understand that?

A. Yes.

Q. And another jurisdiction where it's ICB pricing. Does it make sense to say that we can respond to the cost quote within the same amount of time in both of those jurisdictions, when under my hypothetical in the first circumstance, we don't have to -- all we have to do is divide the number of square footage and multiply the price?

A. Well, it would be a different work ethic there -

- work ethic.

Q. And wouldn't you -- wouldn't it be more appropriate to characterize, for example, the Florida and Texas Commission's conclusions on this as policy decisions that they've reached?

A. Yes.

Q. And do you think that the policy decisions that one commission reaches are binding on other commissions in the region?

A. Absent some difference in the architectures in the central offices or something, then if a policy is do-able in one jurisdiction, it should be do-able in another jurisdiction.

Q. Well, I think that's a slightly different question as to whether or not it's do-able. The question is if one commission establishes a policy, do you think that other commissions are required to follow that policy?

A. No.

Q. Let's go to issue 56. This is DC power to adjacent co-location space. Mr. Milner testified that BellSouth cannot -- and neither can MCI Worldcom -- consistent with the National Electric Safety Code, run DC power from one building to another. Are you familiar with his position on that point?

A. Yes.

Q. Do you disagree with him on that point?

A. Yes.

Q. Okay. Is it your understanding that the National Electric Safety Code would permit running of DC power outside of a building from one building to another?

A. It's my understanding that we've been unable to find any cites in there which would prohibit it.

Q. So you have reviewed the National Electric Safety Code?

A. Not directly.

Q. Who reviewed it?

A. Our power subject-matter experts.

Q. And they provided you with some feedback?

A. Yes.

Q. Have they concluded their review?

A. Yes.

Q. Now, you understand that BellSouth does not use DC power outside of its central office to remote locations.

A. That's correct.

Q. And BellSouth is asking that Worldcom just follow the same procedures that BellSouth is following for its own equipment; correct?

A. Well, I think the architecture that we're talking about here is different from what's going on today in the network.

Q. Well, certainly a remote terminal is not the same thing as an adjacent co-location space; I agree with you.

But Mr. Milner has testified that to the extent BellSouth would have to run power to an adjacent space, it would use AC power. You heard him testify to that?

A. Yes, I've read that.

Q. You've read that. Why does MCI Worldcom object to utilizing AC power in adjacent co-location space?

A. It's going to introduce additional costs to us to take the AC power and convert it to DC power, install adequate battery back-up within our adjacent co-location space. And we feel that's unnecessary considering that there is adequate DC power in the central office that we're adjacent to.

Q. Well, Mr. Milner has said that it violates the National Electric Safety Code, and your folks have looked at that and not been able to confirm that. If we provide you with information, citation and authority in the National Electric Safety Code, is MCI Worldcom's position that it will abide by the National Electric Safety Code?

A. Well, we've asked for those cites going back quite some time.

Q. Well, and my question is if we are -- if we provide those cites to you, are you willing to follow and abide by the National Electric Safety Code for these arrangements?

A. Yes.

MR. TWOMEY: Off the record.

(Whereupon, a brief off-the-record discussion ensued).

BY MR. TWOMEY: (Resuming)

Q. Let's look at issue 57. Is that -- that's still open; correct, as far as you know?

A. Yes, as far as I know

Q. Now, the issue says should the interconnection agreement include terms and conditions regarding virtual co-location -- as I understand it, that's not really the issue. I mean, BellSouth has said that it's willing to put language relating to virtual co-location in the agreement. Do you understand that?

A. Yes. It's my understanding that Worldcom's position is that terms and conditions for virtual co-location should be negotiated out of the contract. You know, I believe we're being steered toward your virtual

co-location tariff as the terms and conditions.

Q. Correct. I guess I just want to be clear that there's no disagreement between the parties over whether there should be language in the contract. It's really a disagreement over what language should be in the contract.

A. Yes.

Q. And BellSouth -- the language that BellSouth would like to see in the contract is the language from the tariff; is that right?

A. That's my understanding.

Q. So you're asking this commission -- well, the commissions that we're arbitrating, to choose what language should be incorporated into the parties' contract regarding virtual co-location.

A. Well, I believe that our position is that the language can be negotiated. That would be the purpose of the contract.

Q. Well, I mean, we're now to the point where we're in arbitration.

A. Yes.

Q. And I don't think there's a disagreement anymore about whether there should be a section of the contract set which is entitled virtual co-location.

We're now arguing about what's -- what words are

going to be under that heading; correct?

A. I believe that's correct.

Q. What language in BellSouth's tariff do you object to on this issue?

A. I don't have any specific sections to cite right now.

Q. Well, BellSouth has proposed language for issue 57. Is that the language that's set forth on page 21 of your direct testimony?

A. I believe so.

Q. I presume that you have no objection to the language other than the additions that you have set forth in 6.1; is that right?

A. Yes.

Q. So you don't have any objection to the first sentence, which says virtual co-location will be made available according to the rates, terms and conditions described in the FCC tariff number one. Is that right?

A. Yes.

Q. As I understand one of the remaining issues regarding the language is what's on page 21, lines 16 through 18. Do you see that?

A. Yes.

Q. It seems to me we have a disagreement over

whether we have -- we will monitor and control what's effectively your equipment or whether you will do it. Do you understand that's the issue?

A. Yes.

Q. Why is Worldcom unwilling to take responsibility for monitoring its own equipment?

A. Well, we -- we'll monitor it remotely. But there's also things that have to happen on-site as far as controlling the equipment.

Q. Okay, let me break that down. You will agree to monitor it remotely?

A. Yes.

Q. And with no further monitoring being required of BellSouth; is that right?

A. Yes.

Q. Now, as far as controlling the equipment, what does it mean to control the equipment?

A. The actual hands-on provisioning, maintenance.

Q. And Worldcom is unwilling to do that for its equipment?

A. Well, in a virtual co-location arrangement, this would be installed in your central office, and you would assume the hands-on responsibility of the equipment once it's turned over to you.

Q. Well, maybe we're missing each other. As I see it in your testimony, the issue is monitor and control circuits. Is a circuit different from the equipment itself?

A. Yes.

Q. What is a circuit in the context of virtual co-locations?

A. Well, the overall circuit would be the service that is riding over the unbundled loop, which is connected up to the virtual co-location arrangement and transported back to our network.

MR. TWOMEY: I'm sorry. Could you read back that answer?

(Whereupon, the reporter read from the record).

BY MR. TWOMEY: (Resuming)

Q. So for example, let's say there was a cable cut out in the field. That's -- you -- that may affect your circuit --

A. Yes.

Q. -- that's going through that virtually co-located equipment.

A. Yes.

Q. Okay. Now, what is -- in a circumstance where

you have virtual co-location, you would be responsible for monitoring to make sure that circuit was open, and notify us or doing whatever had to be done in the event that there was an outage, right?

A. Yes. We'd either detect that remotely or would receive a customer call. We'd do test sectionalization; we'd -- you know, sectionalize it to beyond our network into the BellSouth network and we would hand that trouble off to you.

Q. You're going to have to help me get to the bottom of why we have a dispute here. Let's look at page 22 of your testimony. I'm going to summarize, but in lines one through four, what you say is that the LEC installs, maintains and repairs the equipment; correct?

A. Yes.

Q. And again, I'm paraphrasing. Lines four through seven says that the CLEC monitors and controls the circuits; correct?

A. Yes.

Q. Now, let's flip back to 21. Lines 22 through 24, BellSouth says it will maintain and repair such equipment, okay. And that's language that both parties have agreed to.

A. Yes.

Q. So we don't have any dispute over whether or not BellSouth will maintain and repair. On page 22, you describe CLECs as having the responsibility to monitor and control the circuits, right?

A. Yes.

Q. Back to 21, lines 16 through 18, BellSouth is trying through that language to have MCI accept responsibility for monitoring and controlling the Worldcom circuits. Do you see that?

A. Yes.

Q. Which is -- what we're asking you to do through that language is what you say you have the obligation to do on page 22. Do you see that?

A. Yes.

Q. Okay. We shouldn't have a disagreement about that, should we?

A. I think you could read it that way.

Q. And I don't want to -- I want to make sure you understand what this -- you know, somebody else has been fooling -- you know, with this testimony probably other than you.

But the bold language is your proposed language. The bold and underlined language is the BellSouth language. So as I read 16 -- lines 16 and 17, that

Worldcom wants the contract to say that you may, at your option, monitor and control. We want you to accept responsibility and say that you will monitor and control. Do you see that?

A. Yes.

Q. Do you think the parties should have a disagreement on this point, given -- and let me be a little bit more particular.

Don't you think MCI Worldcom has the obligation to accept responsibility to monitor and control the circuits?

A. As long as the control isn't discussing the hands-on provisioning and maintenance responsibilities that may be required.

Q. Okay, well, 22 through 24, lines 22 through 24, talk about maintaining and repairing.

A. Yes.

Q. That's something different. All we're talking about here is monitoring and controlling the circuits, right?

A. Yes.

Q. And MCI Worldcom has that obligation with respect to its own circuits; correct?

A. Yes.

Q. Now, let's look at lines 18 through 20 of -- still on page 21. It seems to be what we're -- the disagreement here is whether BellSouth will do the installation or whether Worldcom will get a BellSouth certified vendor for installation. Do you see that?

A. Yes.

Q. And again, the bolded language is your language, and the underlined bold language is the BellSouth language. Mr. Milner has explained that BellSouth does not install its own equipment. Do you understand that?

A. Yes.

Q. Did Ninex have that same sort of policy?

A. Well, Ninex was a little bit unique in that in the New England region, we did.

Q. You did what?

A. We did install our own equipment.

Q. What about in New York?

A. New York, no. We used vendors.

Q. So, for example, you buy a switch from Lucent. Lucent would come in and actually install it; is that right?

A. Lucent or whatever vendor we chose to contract with. Typically with Lucent, it would be Lucent.

Q. Oh, I see. And for another switch vendor, you

might have a third-party contractor who came in and installed the switch; correct?

A. Yes.

Q. I was gonna ask you, why is Worldcom unwilling to agree to BellSouth's language here, that you contract directly with a BellSouth certified vendor for installation of equipment?

A. Well, this may be a policy decision on our part, policy position.

Q. Well, what's the policy that you're trying to further?

A. We want to deal directly with BellSouth.

Q. And I guess from a lawyer's perspective, is the issue in the event that some disagreement or some problem with the installation, you want to be able to go to BellSouth as opposed to going to the contractor?

A. Yes.

Q. It can't come as a surprise to you that BellSouth would rather have you deal directly with the contractor, does it?

A. I believe that would be reasonable.

Q. If you were BellSouth, you would be asking for the BellSouth language, don't you think?

A. Yes.

Q. Okay. Let's go to number 59. Cable facility assignments are simply assignments of points on the frame, on the terminal in the central office; correct?

A. Well, I would describe it -- of the assignments of the cables, cable pairs, which terminate on the frame.

Q. So on one side of a frame are cable pairs which terminate; correct?

A. Yes.

Q. And on the other side of the frame -- it's a big piece of equipment -- you have to plug in and you're assigned to whatever cable that spot on the frame is assigned to; correct?

A. Yes.

Q. And in any central office, I'm presuming that cable facility assignments will change -- perhaps not daily, but certainly monthly. Is that a fair statement?

A. No. Once a particular facility or piece of equipment is installed, which, you know, requires CFA assignment, there's a naming convention, CFA established for that, which is inventoried. And that would remain constant until there was additional equipment installation work done.

Q. And I may have misspoken. What I meant to be -- what I'm trying to ask you is the available CFAs on any

particular frame can change from time to time; correct?

A. The available ones, yes.

Q. In other words, what's available on a frame on Monday may not be the same on Tuesday; correct?

A. Yes.

Q. Certain facility assignments will be taken; others may become available that weren't available. Right?

A. This is true.

Q. Okay. BellSouth's perspective on issue 59 is that this sort of -- this co-location is a three-step process. And that may be over-simplifying it. But that BellSouth does the work that MCI Worldcom has requested, and then we turn the space over to MCI Worldcom. Is that -- at least those first two steps, is that your understanding of how it works?

A. Yes.

Q. After BellSouth turns the space over to Worldcom, Worldcom has some work to do of its own; correct?

A. Yes.

Q. And after -- only after MCI Worldcom has completed its work will you be requesting the cable facility assignments; correct?

A. Prior to our beginning the work, we have told you what we intend to install and we've forecasted the size of the cable going down to your frame. So that information is available.

Q. Well, I know that. But, I mean, the -- you don't actually request the particular cable facility assignments until you're ready to turn your equipment up; correct?

A. I'm not positive where in that sequence we request it. But we have to have it before we can order individual services.

Q. In other words, if BellSouth turns over co-location space to you on June 1st, you're not gonna be requesting cable facility assignments on June 2nd if you don't have any equipment in there yet of your own; correct?

A. We wouldn't be prepared to use them on June 2nd.

Q. Would you even be requesting them at that -- and I don't mean general forecasts of what capability or capacity you need. I mean a specific numbering convention, cable facility assignments that you describe. Are you going to be requesting those on June 2nd?

A. We need to have that as far up front as possible to -- it has to be loaded into our provisioning data bases

just as it has to be loaded into your provisioning data bases.

Q. Now, are you going -- let's again use the example of the space in the co-location -- that co-location space is available in the central office that we turn over to you on June 1st.

Are you going to have at that time cable designations and all of the detailed information that you need to obtain cable facility assignments on June 1st?

A. Yes. Assuming we walk away from the joint planning meeting with everything we need to engineer the job. Then our engineering work is done. We know what we're going to be installing when we accept the space.

Q. So you're -- even if there's a six month time period that passes before you actually install your equipment, there should be no changes to the cable facility assignments that you've requested?

A. There may be changes in the amount of equipment we ultimately plan on installing.

Q. And wouldn't that impact the cable facility assignments that you would obtain?

A. No, because we would be operating within the scope of a forecast. Only if we exceeded that forecast.

Q. I guess I -- I don't think we need to argue

about anything. I guess I'm trying to -- as I understand BellSouth's position, we don't believe that using my June 1st example, you're in a position to accept cable facility assignments on June 1st because your equipment's not in yet. Is that a misunderstanding on our part?

A. Well, if you go with the June 1st assignment, yes. I mean, we're not ready on June 1st. But our position is that we would like to get that information as soon as possible and have it loaded into our provisioning systems. We have pre-loaded in the equipment that we're installing. And as soon as that equipment is turned up, we should be ready to start processing orders and turning up service.

Q. And that, I think, is a slightly different issue. I mean, I think what we're arguing about at 59 is that -- you know, some of these, it's about the money. We want to be able to bill you on June 1st in my hypothetical because we finished the work that we have to do. And as you've just said, you can't take cable facility assignments from us on June 1st, right?

A. Well, we can accept the information on June 1st.

Q. But not the assignments?

A. Yes, we can take the assignments.

Q. Okay, maybe I misunderstood. I thought you just

said that under my hypothetical, if we are finished with our side of the preparation, but you don't have any of your equipment in yet -- and the date I keep using is June 1st, just as an example -- you've said to me that -- I thought you testified that with your equipment not being installed yet, you are not ready for cable facility assignments on that day. Is that -- I mean, let's just be clear. What is your testimony in that regard?

A. Well, we're not in a position to order services and to turn up services on June 1st.

Q. Well, don't you -- isn't -- now, what does that have to do with cable facility assignments? Are you ready for cable facility assignments on June 1st in my example?

A. Yes. You give us the cable facility assignment, the nomenclature of that tie cable which has been installed from the co-location down to your main frame. We can take that and we can load it into our provisioning system so it's ready to utilize once our equipment's turned up.

Q. Well, maybe I'm misunderstanding what the phrase cable facility assignments means. I thought a cable facility assignment was an allocation to you of a specific pair of wires on that frame for you to provide service.

A. Well, I'll say there's a two step process that

has to happen here. A -- we establish -- as part of establishing the co-location, there's a tie cable which is placed from the co-location down to your MDF. And that is sized dependent upon the equipment that we're installing in the co-location and what our forecast requirements are going out, whatever the forecast period is.

Once that -- as part of installing that cable, it has to be named; a naming convention has to be established for it. So it may be 1,000 pairs.

Q. Okay, so -- okay, keep going.

A. That naming convention, I'm assuming you folks load it into your provisioning systems to keep track of it. We have to load it into our provisioning systems. Then when we order an individual service, we give you a CFA assignment for the unique pair which we want you to wire up the unbundled element to.

Q. Okay, so that -- and maybe -- just make sure we're not passing each other. That last step of the CFA assignment for the unique pair --

A. Yes.

Q. -- it is my understanding that MCI Worldcom's position is that they don't want co-location space to be considered complete until the last step when the CFA for the unique pairs is established. Is that your

understanding of MCI Worldcom's position?

A. No. Our understanding is that we don't consider the co-location space useable until they're given that naming convention for the entire cable.

Q. Okay. And it's your position that we could provide you with the naming convention -- now, what is the naming convention? Is that just the -- I mean, it's a 1,000 pair cable that terminates on the frame. And has that been given a unique name?

A. Yes.

Q. Now, does that mean that that cable is not available for any other company to use?

A. Yes, it would be dedicated because one end of it is going to our co-location. It's dedicated to that co-location.

Q. So you've come to us and you've said, I need co-location space, and part of what I need is a 1,000 pair cable that terminates on the frame?

A. Yes.

Q. So we've go that set aside for you.

A. Yes.

Q. And you're saying that to be -- for the space to be considered complete, you just need the naming convention of that 1,000 pair cable that you've asked us

to install?

A. Well, plus all your work to be done.

Q. I'm assuming the work's been done. But this issue 59, we -- we have not understood it to be the naming convention of the cable. We've understood it to be the last CFA assignment for the unique pair when you're ordering service.

A. Well, it's -- it's all one and the same.

Q. Well, it's not one and the same as far as I can tell. If I give you the naming convention on June 1st. But you don't get that CFA for the unique pair until you're ready to order service to a customer. Correct?

A. Well, we would provide you the unique pair when ordering service.

Q. But we would have to give you a cable facility assignment at that time to tell you which spot on the frame to connect to, right? Maybe I --

A. Yeah. As part of establishing a co-location and, you know, based upon our equipment and forecast requirements, a cable is placed. And you folks, BellSouth, controls how that cable is designated.

And you have to tell us that designation. That's providing us the CFA for the co-location, the naming convention of that cable. That's what's at issue

here to my understanding.

Q. Okay. A frame -- I pictured a frame as being a big box, a square, a big square piece of equipment. At least in the pictures I've seen. Is that right?

A. Yes.

Q. And you hook up on one side the big cables, the 1,000 pair cables.

A. Yeah.

Q. And on the other side of the frame --

A. Terminal block.

Q. -- of the terminal block, on the other side of that is where you actually cross connect for particular pairs.

A. Yes.

Q. And just from a physical location standpoint, the spot on the frame where you connect for the unique pair may be -- it isn't right on the other side of the 1,000 pair cable, is it?

A. Oh, yes. The 1,000 pair cable would be terminated on one side of the terminal block, and then the cross connects would be done on the other side of the terminal block.

Q. So we can assign the cable -- we can determine which cable facility assignments will be used for the

cable terminating at the frame at the time we terminate the cable?

A. Yes.

Q. Well, then, maybe the dispute is whose obligation is it to install that cable. Is part of the work you do or is that part of the work we do?

A. Well, that gets placed as part of establishing a co-location. Vendor goes in, the installation vendor goes in and establishes that.

Q. So that's not done when the work is complete or when the space is available for you, the cable's not already in the frame? The cable is put in along with whatever equipment you have?

A. Well, that should be installed as part of establishing a space.

Q. Cable runs from your equipment, right?

A. Well, it runs from our co-location down to say the MDF.

Q. Okay. And then your equipment will come in and cross connect to that cable.

A. Yes.

Q. All right. And is it your understanding that it's BellSouth's obligation to install that cabling, or is that part of MCI's responsibility?

A. Well, either BellSouth or the BellSouth certified vendor would install it.

Q. And that's done well in advance of when your equipment is installed?

A. That's all part of the co-location being ready.

Q. Okay, I think it's BellSouth's position that installing that cable is something that you have to do. Do you understand that that's our position?

A. No, I don't understand that.

Q. Okay. I mean, the issue that we have with this is simply that we make -- we do all the work, for which we haven't been paid. We turn over the property or the part of the property to you; we still haven't been paid. And then you may wait eight months to install your equipment, during which we still haven't been paid if we target completion on your hooking up service.

Is that a possible situation that could happen, if we accept your language?

A. Well, I guess the -- what issue here is the timing at which point we get that CFA cable assignment.

Q. And you're saying that if BellSouth installs the cabling, along with the -- excuse me.

You're saying that BellSouth should be installing the cabling from the MDF to the co-location

space as part of the work that it does to make the space available for co-location.

A. Yes.

Q. And that at that -- let's say we turn over that property to you on June 1st. If we have installed the cable, we can assign -- we can make the cable facility assignments.

A. Yes.

Q. And at that point, if you have cable facility assignments, you would be willing to begin paying for the co-location space?

A. If we have it -- we would consider it complete.

Q. And then if you have six, eight, ten months delay in coming in to your -- to install your equipment, that's up to you, and BellSouth wouldn't be harmed by that?

A. Oh, you would have completed your work.

Q. And there's no reason to think that those cable facility assignments -- now, is there any problem with the cable facility assignments being assigned that far in advance of the equipment being installed?

MR. WOODS: Excuse me. Just to clarify, you're talking about for the specific pair assignments at this point?

MR. TWOMEY: Well, I think I'm just using cable facility assignments.

BY THE DEPONENT: (Resuming)

A. Well, you know, my meaning here is that we're talking about the entire cable which we forecasted, a 1,000 pair cable. And that there should be no problem as long as the equipment that we ultimately install stays, you know, within the range of that forecast. If we exceed that forecast, then we'll probably have to go back and request more cable connectivity.

Q. But that shouldn't change the cable facility assignments of the first cable that was put in?

A. No.

Q. And would that cause any problems with you all in provisioning service if you had different cable facility assignments for two pieces of cable?

A. No, it shouldn't, as long as -- you know, we're staying within the same nomenclature, the same format, if we're not changing drastically, which I don't think anybody is suggesting.

Q. Okay. Issue 60. Have we resolved issue 60?

MR. WOODS: To my knowledge, no, although I will state my understanding of it if you -- if that's helpful.

I thought, frankly, part of it was resolved, but -- 7.17.2, I thought, might be resolved.

BY MR. TWOMEY: (Resuming)

Q. Well, let's start with issue 60. What information is it that you want at the joint planning meeting?

A. Well, we should walk away from the joint planning meeting with everything that we need to begin engineering our installation. I believe what's at issue here is the power cabling information.

Q. Now, is it your position that MCI Worldcom would attend this joint planning meeting with all of the specific information about the equipment that it intends to install?

A. Yes.

Q. When does the joint planning meeting take place in the scheme of things?

A. We apply for a co-location. You folks respond back.

Q. And we say, for example, there are 500 square feet available?

A. Yeah. And then a joint planning meeting is scheduled as soon as possible after that.

Q. So at the joint planning meeting -- prior to the joint planning meeting, the only information you have is the number of square feet that are available?

A. Yes, sir. We've applied for 200 square feet and you folks have come back and said yes, we have that -- 200 square feet and 100 amps of power or whatever. And you folks have come back and said yes or no, it is available.

Q. Is that information -- that 200 square feet and the 100 amps of power -- that's sufficient information for you to have specific -- have made specific decisions about what equipment you're going to install, what type of switch and all that kind of stuff?

A. Yes. But we need additional information, you know, the shape of the cage, the fiber run from there to the vault and out to the manhole, power information, cabling information to the frame. We need a lot of detailed information.

Q. Type of cable?

A. Yeah.

Q. Now, just so I can understand this, what kind of application -- what information have you disclosed to BellSouth in your application for space? Just the number of square footage and the power you need?

A. Square footage, power, and I believe also the

type of equipment that we intend to install.

Q. So you might say, for example, that you're going to install a switch or -- what are you most likely going to install in a central office where you're getting unbundled loops and connecting to BellSouth's unbundled?

A. May very well consist of some sort of SONNET transport equipment, OC-48, various multiplexing equipment and IDLC.

Q. And it's your -- and on the application form that you've submitted to BellSouth, you have detailed the type, the manufacturer, the size, et cetera, of the equipment that you're going to install?

A. Yes.

Q. And the amount of square footage that you need to install that.

A. Yes.

Q. Now, isn't MCI asking for some choices about where it will actually interconnect -- where it will actually occupy space in the central office?

A. I'm not sure if that's an issue. I know the placement of the demark for the interconnect point's an issue.

Q. In other words -- and it may be that it's language that's not in dispute anymore, that Worldcom

would like BellSouth to provide it with some options about where it can establish demarkation points.

A. Well, demarkation points, yes.

Q. And that doesn't change based on where you're co-located?

A. Well, where the co-location is may govern where the demark is.

Q. Now, do you envision coming to this joint planning meeting and selecting space within the office, or are you just going to be provided with identification of which space is available?

A. BellSouth would assign space.

Q. So at the joint planning meeting, BellSouth should have in its possession information about where you're -- exactly which space you're going to be in and what equipment you want installed?

A. Yes.

Q. And actually, your proposed language is that you get the information within 30 days of the joint planning meeting if it's not available at the joint planning meeting?

A. I believe that's correct.

Q. Now, BellSouth's position as expressed in its response here is that we're willing to provide you with

the exact cable location, termination requirements, i.e., relay rack, bay, and a jack location, to the extent it's available at the joint planning meeting. And certainly, we will provide it within 30 days.

What specific information is BellSouth offering to provide you -- well, what specific information has BellSouth not offered to provide you that you need?

A. I believe it's the information on the power feeders.

Q. Now, the power feeders will -- the type of power feeder will depend on the type of equipment that's being installed, right?

A. Well, no. It's gonna depend upon the number of amps that we've requested or ordered.

Q. And what are the power -- what exactly is a power feeder?

A. Well, if we've ordered 100 amps of DC power, then you're gonna deliver two 100 amp feeds, A supply and a B supply. And that's brought over from your BDFB, battery distribution frame, to our co-location.

And we don't know what we -- the information we feel we need to have is are you bringing that over in, you know, one 100 amp wire or are you bringing -- are you breaking it up into smaller increments? How is that gonna

be terminated?

Q. Now, you could modify the equipment -- you could change the type of equipment you decide to install between the joint planning meeting and when you actually install, right?

A. Yes, we could.

Q. Now, I presume that any central office that BellSouth has, if we've got the space and you bring the -- you show up with the equipment, we can provide you with whatever power you need; correct?

A. Well, yes. When we apply for co-location and power, they come back and they tell us that yes, we can do it, or no, we can't do it.

Q. Why can't the power feed just be done -- what difference does it make it you when you're installing your equipment how the power is going to be run to the equipment?

A. Well, we have to engineer that how we're going to handle the power on our side of the co-location. And then we have to know how you're terminating it in order to engineer and design our installation.

Q. When you say that, do you mean -- you don't mean to say that you have to make any modifications to the equipment, do you?

A. Not the equipment itself. But the -- our power installation, which is going to support that equipment.

Q. So the plug, if you will, that you plug in your equipment to is actually something that you provide, Worldcom provides?

A. Yes.

Q. And what we're doing is running the cabling to the equipment -- to the --

A. To the co-location.

Q. -- to the co-location space. Is there any other information other than the power feed that you need that we haven't already agreed to provide you?

A. Well, it's -- it's my understanding that everything else has been agreed to.

Q. Okay. Now, 7.17.10, which is referred to on lines four through six of page 28, it seems to me that you're trying to get -- you're trying to address an issue here that is not related to what information you need to do your co-location. Why do you need this information on 7.17.10?

A. Well, we have to know where the demarkation point is within the building because we're responsible for maintenance up to that demarkation point. And the -- where there are multiple possible demarkation points, some

-- you know, some point may be more optimum than another point.

Q. I thought that we had some agreed-to language which said that we would provide you with a list of, you know, a few possible demarkation points. Is that your understanding?

A. I haven't seen that.

Q. Well, assuming we have language to that effect, you don't need all technically feasible demarkation points in the building, do you?

A. Well, I guess we're getting to semantics here, whether all or, you know, a few.

Q. I'm assuming that you mean all -- when you -- I'm assuming that the language that you've used when you say all, you're asking for all, which is why we're objecting to it.

A. Yeah. In buildings where there are multiple possible demarkation points, we would like to have our options presented to us and explained to us.

MR. TWOMEY: Off the record.

(Whereupon, a brief off-the-record discussion ensued).

BY MR. TWOMEY: (Resuming)

Q. Let's go back on the record. It's your

understanding that BellSouth is permitted to designate the co-location space that will be made available to a CLEC; correct?

A. Yes.

Q. The demarkation point that we're talking about is what in the context of co-location? What is -- what are we -- are we talking about the MDF?

A. Yeah. And we had talked earlier about the CFA cable. But it's basically where that cable is gonna be terminated. In the case of analog or DSO level loops, then yes, typically you're talking the MDF.

Q. Okay. Well, I thought you said that it was BellSouth's obligation to run the cable from the co-location space to the MDF. Is that your testimony?

A. Yes.

Q. What difference does it make to Worldcom where in the building BellSouth runs cable from the co-location space? If you're getting it in the co-location space, what difference does it make?

A. Well, the far end of that cable, the MDF, now becomes the demarkation point.

Q. But what difference does it make where that is if you're getting the cable into the co-location space?

A. Well, in a maintenance situation, we would be

responsible to go to the demarkation point to prove the trouble either into or out of our network or into or out of BellSouth's network.

Q. So does Worldcom believe it has the obligation for maintenance of that cabling between the co-location space and the MDF?

A. The maintenance of the service. We have to sectionalize whether it's a trouble with the unbundled element or not.

Q. Okay. So you need to know where the demarkation point is so that if you have to determine whether there's trouble, you can go look; correct?

A. Yes.

Q. What difference does it make whether that demarkation point is on the first floor or the third floor?

A. I have a concern once you get into digital loops, DS-1, DS-3 loops, where there are some distance limitations on how far you can go without adding additional electronics or repeaters. Additional electronics may not be required if there's an alternative demarkation point.

Q. Now, the cabling that runs between the -- now, the DS -- are you talking about IDLC, integrated digital -

A. No.

Q. Or are you talking about the DS-1 loops?

A. DS-1 loops.

Q. And the DS-1 loops would go over that same kind of cable between the co-location space and the MDF, right?

A. Well, typically, it's going to be a different cable, a different type of cable, and it would be terminated on a digital cross connect frame in your office.

Q. Now, whose obligation is it to install that kind of cable?

A. Well, it would be identical to the responsibilities for the cable going down to the MDF.

Q. Now, when you request co-location space, you would indicate that it was for DS-1, DS-3 loops; correct?

A. Yes. We would forecast the types of interfaces and the size of those cables.

Q. And BellSouth, in your opinion, would have an obligation to terminate that on a digital cross connect?

A. Yes.

Q. Presumably BellSouth would know what the distance limitations are; correct?

A. Yes.

Q. And we couldn't install it in a place that exceeded the distance limitations, right?

A. Well, it could be installed with the understanding that additional electronics, repeaters, would be required on one end of that.

Q. At whose understanding in that situation?

A. Well, BellSouth says, okay, we're running it to this digital cross connect frame. You're exceeding the distance, so repeaters are going to be required on that cable. And Worldcom would be responsible for installing additional electronics to make it work.

Q. And you want to be able to say that it should be terminated at some other digital cross connect?

A. If there is one available and if it meets the needs, if it can support the installation, then we'd like to be aware of that information.

Q. Well, aside from the distance limitations of the digital cross connects, let's go back to the regular telephone service, analog. What reason would you have for knowing demarkation points within the central office if it's BellSouth's obligation to run that cable to the co-location space?

A. It may be some concerns if you choose to terminate that on an intermediate distributing frame and

requiring an additional cross connect 100 percent of the time when a direct run down to a single MDF may serve the purpose.

Q. Well, it sounds to me like at this point, we're talking about the quality of the cabling installation, not the location.

A. Well, I wouldn't describe it as the quality, but actually the location when there are multiple locations available. There could be some service implications with what location is picked.

Q. So there's quality issues, quality of the service that you'd obtain?

A. If you -- yeah, if you want to describe it that way.

MR. TWOMEY: Just for planning purposes, I'm pretty sure that I can finish by around 12:30 if we go through, rather than take a lunch break and then come back for a half an hour. Are you okay?

THE WITNESS: Yeah, I'm fine.

MR. TWOMEY: Do you need a short break right now?

THE WITNESS: I could use a --

MR. TWOMEY: Let's take a three minute

break and then just press on until I'm finished.

(Whereupon, a short break ensued).

BY MR. TWOMEY: (Resuming)

Q. We're back on the record. Let's move to issue 61. Very simply, as I understand this issue, you provide equipment specifications to us. And then using applicable electrical standards, we determine what power distribution cables and what power source needs to be made available to you; is that right?

A. Yes. But we also request, you know, a certain amount of power. 60 amps, 100 amps, whatever.

Q. Right. And as I understand it, we will engineer, for example, 100 amps for something like 150 amps, just to make sure that we've covered the peak capacity of the equipment.

A. Yeah. There's engineering standards that apply there.

Q. And so if you agree that if, for example, you provide us with power source needs of 100 amps, we will engineer it for some amount in excess of that to accommodate peak loads of the equipment?

A. Yeah, that's my understanding.

Q. And you don't disagree with our engineering in that regard?

A. No.

Q. Okay. I think the only disagreement here -- let's go back to our 100 amp example -- is that if we -- if you request 100 amps and sound engineering principles say that we need to fuse 150 amps capacity to that equipment to make sure there's no problems with peak capacity, we just want you to pay for the 150 amps. Is that your understanding of our position?

A. No, not specifically. If we request 100 amps, then, you know, power feeders are installed to the co-location and that's fused at 100 amps. But what you're doing behind that is that you're actually building the infrastructure to support 150 amps.

Q. Which we need to do because you're getting 100 amps of electricity from us, right?

A. Yes.

Q. There's no disagreement that we need to do it that way.

A. Those are the generally accepted power engineering principles.

Q. And as I understand it, we're also not disagreeing on the rate, on the per amp rate that applies; correct?

A. Yeah. I'm not aware that there's any

disagreement on that.

Q. Is MCI seeking to have its electricity charges or power charges be based on usage that will fluctuate, perhaps?

A. Yes.

Q. Now, how would BellSouth do that? How would we charge you on usage basis?

A. I would assume that you would be required to meter it.

Q. So BellSouth would have to install a meter to every co-location space in the central office?

A. Yes.

Q. Now, would Worldcom pay for the cost of a meter under that scenario?

A. I'm sure costs would be passed along.

Q. Well, let's say that the per amp rate right now is -- only covers electricity. Would Worldcom be willing to have a per amp rate that recovered BellSouth's costs associated with obtaining the meter?

A. Well, I'm not sure of what methodology is really practiced to recover those types of costs. But there would have to be some way for you to recover that cost.

Q. And we'd have to have somebody read the meters, right?

A. Yeah, some person or some system.

Q. And would the costs associated with that be something that MCI Worldcom would be willing to bear?

A. Yeah, those costs would have to be allocated in some fashion.

Q. So BellSouth, in effect, would become a re-seller of electrical power under that circumstance; correct?

A. Well, I think you're re-selling electrical power today. It's just what you charge.

Q. Is Worldcom paying for electricity in any other state or region with a metering system?

A. Not that I'm aware of.

Q. Have you proposed that in other places?

A. I believe that yeah, discussions have taken place.

Q. Has any other ILEC agreed to do this?

A. Not that I'm aware of.

Q. Has this issue been arbitrated anywhere?

A. I don't believe so.

Q. Well, is it subject to arbitration in any other state outside of BellSouth's region?

A. Not that I'm aware of.

Q. Did you request that SBC provide you with this

kind of arrangement?

MR. WOODS: At what time?

MR. TWOMEY: Ever.

BY THE DEPONENT: (Resuming)

A. Not that I'm aware of.

Q. Did you request that Bell Atlantic provide you with usage based power at any time?

A. Not that I'm aware of. I'm not really involved with all the intimate details of the negotiations that go on.

Q. Well, let's back up. You said before that to the extent that your responsibility was for co-location up until about three weeks ago, --

A. Yeah.

Q. You did not have any specific geographic limitation on your responsibility; correct?

A. That's true.

Q. And you had sort of subject matter responsibility?

A. Yes.

Q. Which I presume includes this issue, because you're addressing it here.

A. Yes.

Q. Okay. So to the extent that this issue came up

at any other region with any other company, you would have known about it? And I say that in the context of an arbitration; correct?

A. In the context of an arbitration, yes.

Q. And you have -- have you provided testimony on this issue anywhere else?

A. No.

Q. Do you know whether MCI Worldcom has made an -- strike that.

Do you know if any other ILEC has agreed voluntarily to handle power in this manner?

A. No, not that I'm aware of.

Q. Is this a BellSouth unique issue, as far as you're concerned?

A. It's unique to the extent of it's facing arbitration right now.

Q. Why hasn't this been arbitrated anywhere else?

A. I can't answer that.

Q. Well, if no other company has agreed to it, the only reason it's not being arbitrated, I presume, is that Worldcom has not identified it as an issue.

MR. WOODS: I'm going to object to the form of that question. There are lots of other possibilities with respect to why something

would be the case or not the case.

BY MR. TWOMEY: (Resuming)

Q. Well, let's walk through them. I asked him whether every -- whether you had requested this type of arrangement with the other ILECs and the answer to that question was yes; correct? Is that your answer?

A. My understanding, yes.

Q. And you also testified that no other company has agreed to do this; correct?

A. Yes.

Q. Okay. And it's not the subject of any other arbitration; correct?

A. Yes. Yes, it -- well, yes, it is not.

Q. Okay. Well, the only reason it's -- well, let me ask you this.

Why hasn't this become an issue in arbitration from Worldcom's perspective with respect to any other company?

A. Well, I can't answer that. I don't make those types of decisions.

Q. Well, can you confirm that it has been a decision not to raise this issue in arbitrations elsewhere?

A. I haven't been involved in other areas, other

regions with this going to arbitration.

Q. Is there somebody else in your group who would be responsible for other regions?

A. I would say no.

Q. Okay. Is MCI Worldcom currently in arbitration with SBC in any state?

A. Well, I'm aware of the activities that have happened in Texas, but I don't believe we're in arbitration in any SBC states.

Q. Do you have an interconnection agreement that's done with SBC for the other states?

A. I'm not a -- I'm not the -- you know, in the group that's responsible for that. I really don't know the state of those agreements.

Q. What about Bell Atlantic? Do you have any arbitrations with Bell Atlantic going on?

A. Not that I'm aware of.

Q. Now, I used SBC and I probably would have included AmeriTech in that. I don't know if you still -- if you've got them separated in your mind. But do you have any arbitrations with what used to be AmeriTech?

A. No, I don't believe there's any arbitrations going on there right now.

Q. Are you -- I mean, you've obviously done a lot

of work with respect to the BellSouth arbitrations. Is this the only arbitration that you're currently working on?

A. Yes.

Q. Are there other arbitrations going on in the country involving Worldcom that does not involve -- that do not involve co-location issues?

A. Primarily I've been used as a co-location subject matter expert and I'm not aware of any other arbitrations that are going on. I haven't been involved in any.

Q. All right. I show issue 62 as being resolved. Is that consistent with your --

MR. WOODS: Not to my knowledge. Perhaps it's resolved for some jurisdictions. For example, I don't know that it remains an issue as far as Florida is concerned.

BY MR. TWOMEY: (Resuming)

Q. Let's go to issue 63. You want the right in issue 63 to install copper facilities as entrance cable; is that right?

A. Yes.

Q. And BellSouth is concerned about space limitations?

A. That's my understanding of the issue.

Q. You've worked in a local exchange company's central office. Given the number of CLECs that are coming in, is BellSouth's concern valid, that we conserve the space through the entrance facilities?

A. Well, I think it may be valid that there are certain offices that have some constraints in limitations. That may not be across the board.

Q. Well, why would you be using copper entrance facilities? What are those copper facilities useful for?

A. Well, there's certain technologies which work over -- exclusively over copper facilities.

Q. Such as what?

A. DSL type services.

Q. You can't use fiber optic cable through the entrance facilities and convert the signals?

A. Well, it depends upon the network architecture that you're describing. If we install the electronics in the co-location cage to interface with your copper loops, then yes, that can ultimately be fed with fiber facilities. There are other arrangements, other scenarios which may apply.

Q. Now, you understand that BellSouth is only using fiber optic facilities for its interconnection trunks;

correct?

A. Yes.

Q. And that the facilities that you're talking about installing are interconnection trunks; correct?

A. Well, it's -- you're talking about the facility which is gonna feed that co-lo. And which may be used for various purposes.

Q. Well, you're not going to be installing loop distribution facilities to BellSouth's central offices, right?

A. I'm not sure I completely understand --

Q. Is Worldcom going to be installing copper cables for use as loop distribution facilities?

A. That could be one possible scenario.

Q. Under what circumstances would Worldcom be installing copper loop distribution facilities to a central office?

A. Well, I'm not aware that we're -- that we're pursuing that. We're installing facilities into the central office to feed the co-location to access your network and unbundled elements.

Q. I mean, I guess my point of asking these questions is that BellSouth has said that the only copper facilities that come into its central offices are loop

distribution facilities, and for everything else, the interconnection trunks, it's using fiber and simply holding Worldcom and other CLECs to the same standard. Do you understand that?

A. I understand that, yes.

Q. Do you think that the decision on whether MCI Worldcom should be permitted to install copper cable should be done on a case-by-case basis, depending on space available at the entrance facility?

A. You know, just like central office space for a physical co-location, that entrance space is a finite commodity. And it would have to be looked at on a case-by-case basis.

Q. Now, you'd agree that the simplest way to conserve the space is to simply have everybody use fiber optic cable, if conserving space were your only concern; correct?

A. Fiber optic cable probably is the most efficient use of that space.

Q. Now, if Worldcom were permitted to install copper entrance facilities, wouldn't all CLECs have to be permitted to do that under the non-discriminatory standards?

A. I believe so.

Q. Well, how would we decide who got to install copper entrance facilities? Would that be done on a first-come, first-served basis?

A. Yeah, similar to how you would manage co-location, available co-location space. First-come, first-served is my understanding.

Q. Let's talk about issue 64. The issue here is whether we have dual entrance facilities, right?

A. That's correct.

Q. And that just means are there two ways to get into the central office?

A. Yeah.

Q. In your experience at Ninex, would the plans and specifications for a central office indicate whether or not dual entrance facilities were available?

A. Yes.

Q. BellSouth, as I understand it, is willing to make the documentation available to Worldcom that contains the information. What more would you need?

A. If there's a question as to whether there is a second route available, I think there is ducts available within that second route, it may be necessary to do a site visit.

Q. Now, we're not talking about exhaust. We're

talking about whether there is a -- more than one entrance facility; correct?

A. Well, you know, my understanding is exhaust was part of this issue.

Q. Well, let's make sure we understand what the issue is, then. A central office has an entrance facility. Presumably it's underground, a vault; correct?

A. Yes.

Q. And a central office could have either one entrance facility or more than one; correct?

A. Yes.

Q. If it has one or more than one, that will be evident from the plans and specifications of the building; correct?

A. Yes.

Q. So if the only issue were to determine whether there is more than one entrance facility, you don't need to do anything other than look at a piece of paper; correct?

A. That's correct.

Q. Now, what you're saying is that we could have two entrance facilities, one of which could not accommodate any additional trunks; correct?

A. Yes.

Q. And it's your understanding -- you cited the 47 CFR on page 39 of your testimony, lines 11 through 13. And BellSouth's actually got the same quote in our response, that -- this is line 10, actually. BellSouth admits that it must provide at least two interconnection points at a premises at which there are at least two entry points.

Now, is it your testimony that if BellSouth has a central office that has two entrance facilities, one of which is exhausted in space, that for an analyzing the requirements of 51.323, we treat that as an office that only has one entrance facility?

A. Well, you could maintain that there is no space available to use the second entrance facility. And determining that may involve an actual physical look.

Q. Well, the first clause there says for premises at which there are at least two entry points.

A. Yeah.

Q. Okay, the next clause talks about space available.

A. Yeah.

Q. But the first clause says we just want to know whether or not there are two entry points, right?

A. Yes.

Q. I read that -- and I know you're not a lawyer -- to mean that it's either got two entry points or it doesn't. Do you agree with that?

A. I agree with that.

Q. And you can look at a piece of paper to determine whether it's got two entry points or not; correct?

A. Correct.

Q. So to the extent that BellSouth says the central office on Main Street has one entry point, you don't need to tour the facilities, do you?

A. I would agree we don't.

Q. Let's go to issue 65. And there may be some confusion between the parties as to what exactly is at issue here.

The issue is framed as what information must BellSouth provide to Worldcom regarding vendor certification.

BellSouth is willing to provide information regarding the criteria it uses to certify vendors. You understand that?

A. Well, no, I don't. I thought that was partially what was at issue here.

Q. Well, as I understand the issue, the question is

whether MCI will be permitted to certify vendors using the BellSouth criteria. Is that what Worldcom wants to do?

A. Well, we want to know what those vendor certification criteria are.

Q. Okay.

A. And to see if a vendor, a particular vendor that we would like to do business with can qualify for certification.

Q. Now, who would do the certification?

A. I believe it would be BellSouth.

Q. So you don't disagree that BellSouth does the certification?

A. No.

MR. TWOMEY: Off the record.

(Whereupon, a brief off-the-record discussion ensued).

BY MR. TWOMEY: (Resuming)

Q. Let's go to 66. 66 -- this is just plain 66, not 66A. Does Worldcom want the standards set forth on page 43 of your testimony incorporated into the parties' agreement?

A. Yes.

Q. Have you seen how big those things would be if we attached them to the agreement?

A. Well, the mechanics of how it happens, I mean -- but we would like them at least referenced.

Q. And is it your expectation that all of the statements, provisions, et cetera, in all of these different standards would then become obligations of the parties under the agreement?

A. Yeah, that the equipment installed and the manner in which it was installed would comply with these industry standards or the current issue of the industry standards.

Q. So, for example, let's pick 9.6 generic requirements for lead acid storage batteries, issue one, I'm guessing prescribes some procedures for handling lead acid storage batteries, right?

A. Yeah, and the installation of them.

Q. Now, would it be your position that BellSouth would have to comply strictly with every one of the requirements of that standard or be in breach of the agreement?

A. Well, I'm not a lawyer, but I mean, these are the industry guidelines, you know, based on safety in central office environments. And we think that these are the standards that should apply.

Q. And is Worldcom willing to have its conduct

controlled by all of these standards, as well?

A. Yes.

Q. Now, in the event that BellSouth -- let's use the lead acid battery storage. If BellSouth has a CLEC co-located in the central office who is installing batteries in a way that is inconsistent with this particular Bell Corp standard, how would that impact BellSouth's obligation to MCI?

A. Well, insomuch as that the installation may not be up to the current standards or the standards in place at the time of the installation, that could be causing network interference, harms to other equipment in that vicinity.

Q. Well, I guess what I'm trying to get at there is a slightly different point is that MCI is only one of several co-locators; correct?

A. Yes.

Q. The standards probably speak generally about how to deal with an issue. Is it Worldcom's position that BellSouth would be responsible for the conduct of all the co-locators in a central office to ensure that they were complying with all of the standards set forth in your testimony?

A. Yeah. Well, I think that BellSouth puts

requirements on CLECs who come in to co-locate as far as what equipment and the standards which apply to the equipment.

Q. Well, so if MCI Worldcom and BellSouth agree to particular standards that will govern their conduct, what you envision is that those standards of conduct would also apply to all the other co-locators in a central office?

A. Yeah, if -- if -- you know, BellSouth is held to them and BellSouth would hold any other CLEC to those standards.

Q. Well, some of the conduct will be by the CLEC; correct? Some of the activities performed will be performed by the CLECs; correct?

A. That's correct.

Q. So is BellSouth going to be in a position of having to monitor the activities of all the different CLECs and ensure that each of them is complying with each of the standards set forth on page 43?

A. Well, these standards apply primarily to equipment types and the installation of that equipment. And I believe that BellSouth has the right to inspect the installations, periodic inspections, and they would see if there was a violation.

Q. And I presume that you believe BellSouth would

have that same right as to Worldcom.

A. Yes.

Q. Is Worldcom willing to pay the cost associated with the compliance team that BellSouth would have to assemble to audit and monitor the CLEC activity in the co-location spaces?

A. Well, to the extent that that's over and above what you do today within your own network, installations which are going on in your own network, I guess there'd have to be some allocation of that cost.

Q. All right. In the petition for arbitration filed in Florida, you identify issues 66A, B, C, D and E; correct?

A. I believe so.

Q. Those issues at not at issue in any other state; correct?

A. Yes.

Q. Why was that issue raised only in Florida? Why were those issues raised only in Florida?

A. I'm not sure. I can't answer that.

Q. What's issue 66A?

THE WITNESS: Ken, do you know where we are?

MR. WOODS: I don't have the Florida petition. Would you like to show him that?

MR. TWOMEY: Yeah. I have the petition here.

BY MR. TWOMEY: (Resuming)

Q. I'm going to give you my copy. It has some ink on -- written -- a box drawn around each of the issues. It should provide you with no secret information.

Let me try to short circuit this. I understand that we have not filed testimony yet on these issues in Florida; neither party has. And I suspect that you go through some process to develop testimony on these issues, which you haven't had an opportunity to do yet.

Let me start by saying this. Did you have any role in preparing the petition in Florida on issues 66A through 66E?

A. Not directly. Whether I took part in some background discussions, general discussions, I'm not aware of.

Q. Well, I think, although perhaps not inappropriate, it may be inefficient for me to cross examine you on these issues when you have not yet filed some testimony on it.

Are you prepared to talk about these issues?

A. This is the first I've seen of them.

MR. TWOMEY: Why don't we reserve those for

another time, Ken? I don't know that we need to convene another deposition in person; we might maybe by telephone after the Florida testimony is filed.

MR. WOODS: That's fine.

MR. TWOMEY: Does anybody on the phone have an objection to handling it that way?

(No response).

MR. TWOMEY: Presumably not. All right. I will effectively, I guess, reserve my right to cross examine Mr. Messina on issues 66A through E after he files testimony on -- well, excuse me -- to depose him on those issues if I think I need to after he files testimony on those issues.

And otherwise, I have no further questions.

MR. WOODS: Okay.

MR. TWOMEY: Does anybody on the phone have any questions?

(No response).

MR. TWOMEY: Is anybody on the phone?

(No response).

MR. TWOMEY: All right.

(Whereupon, the foregoing deposition was

concluded at 12:40 p.m.)

C E R T I F I C A T E

STATE OF GEORGIA)

COUNTY OF NEWTON)

I, Lisa A. Singley, Certified Court Reporter,

and Notary Public in and for Newton County Georgia, do hereby certify that the foregoing deposition was taken down by me, as stated in the caption; that the foregoing questions and answers were reduced to print by me; that the foregoing pages 4 through 123 represent a true, correct, and complete transcript of the evidence given by the witness, **MICHAEL S. MESSINA**, who was first duly sworn by me; that I am not a relative, employee, attorney or counsel of any of the parties; that I am not a relative or employee of attorney or counsel for any of said parties; nor am I financially interested in the outcome of the action.

This, the 20th day of August, 2000.

LISA A. SINGLEY, CCR-B-1616
Notary Public

My commission expires:
December 10, 2002.

ERRATA SHEET

I hereby certify that I have read or have had read to me the foregoing and within Pages 4 through 124, no changes are required:

_____
MICHAEL S. MESSINA

Sworn to and subscribed before me, this ____ day of _____, 2000.

_____
Notary Public

My commission expires: _____

****

I hereby certify that I have read or have had read to me the foregoing Pages 4 through 124 and I wish to make the following changes:

Page:_____Line:_____:_____

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Page:_____Line:_____:_____

Page:_____Line:_____:_____

_____
MICHAEL S. MESSINA

Sworn to and subscribed before me, this _____ day _____, 2000.

_____
Notary Public

My commission expires: _____

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-$-
$100 [1] 57:4
-'-
'95 [1] 11:25
-1-
1,000 [8] 77:20 78:22 79:8,14 80:23 81:9,10 84:24
10 [2] 114:1 124:23
100 [16] 50:18,22 87:2,6 90:20,21 91:2 98:14 100:1 100:4,10,18,19,25 101:2 101:7
10th [1] 13:16
11 [4] 15:3,16 22:13 113:24
11901-U [1] 1:8
123 [1] 124:10
124 [2] 125:4,14
12:30 [1] 99:5
12:40 [1] 123:7
13 [1] 113:25
15 [5] 15:3,16 39:3 55:11 55:12
150 [4] 100:5,20,23 101:4
16 [5] 1:18 63:19 67:3,21 67:21
1616 [1] 1:16
17 [1] 67:22
18 [6] 26:8,13,21 63:19 67:3 68:21
19 [5] 15:3,17 41:6,22 43:5
1900 [1] 12:16
1990 [1] 12:17
1992 [1] 12:18
1995 [2] 11:9,24
1996 [1] 1:12
1st [15] 73:15 74:9,13 75:8 75:10,12,14,25 76:3,5,12 76:19,23 79:25 83:22
-2-
20 [1] 68:21
200 [3] 86:25 87:2,5
2000 [5] 1:18 13:16 124:19 125:8,24
2002 [1] 124:23
20th [4] 4:21,23 14:6 124:19
21 [5] 63:5,18 66:18 67:3 68:22
2100 [1] 4:18
22 [6] 66:9,18,25 67:10 68:11,11
24 [3] 66:19 68:11,12
2637 [1] 1:25
28 [1] 92:22
284-5491 [1] 2:15
2nd [3] 73:17,20 74:1
-3-
30 [2] 89:21 90:6
30015 [1] 1:26
30328 [1] 2:14
30375 [1] 2:7
3200 [2] 1:19 2:13
335-0754 [1] 2:8
39 [1] 113:24
-4-
4 [3] 124:10 125:3,14
404 [1] 2:8
43 [2] 116:20 119:19
4300 [1] 2:6
47 [1] 113:24
-5-
5 [4] 3:4 15:2,16 22:13
500 [2] 38:24 86:17
51.323 [1] 114:9
54 [2] 14:6 47:23
55 [2] 53:17 55:21
56 [1] 58:10
57 [3] 14:6 61:6 63:4
58 [3] 14:9,10,13
59 [5] 14:7 70:23 72:12 75:23 79:18
-6-
6 [1] 15:2
6.1 [1] 63:9
60 [4] 85:16,17,25 100:1
61 [1] 99:19
62 [1] 108:5
63 [2] 108:13,14
64 [1] 112:3
65 [1] 115:13
66 [5] 14:7,16 116:18,18 116:19
66A [5] 116:19 120:15,23 121:19 122:17
66E [1] 121:19
675 [1] 2:5
-7-
7.17.10 [2] 92:21 93:1
7.17.2 [1] 85:22
770 [2] 1:27 2:15
788-2373 [1] 1:27
-8-
8 [3] 15:3,16 22:13
80 [1] 50:4
8521 [1] 4:21
-9-
9.6 [1] 117:10
9:05 [2] 1:17 4:2
-A-
A.M [1] 1:17
ABC [1] 23:13
abide [2] 60:18,24
ability [6] 16:21 20:20 27:18,24 28:1 41:2
able [8] 33:9 38:1,5 44:10 60:15 70:13 75:24 97:24
above [1] 120:9
absence [1] 34:1
Absent [1] 57:25
AC [3] 60:1,5,8
accept [7] 67:4,24 68:6 74:18 75:9 76:4 83:10
accepted [1] 101:11
access [30] 1:4 16:22 17:4 18:6,14 20:25 32:25 33:1 33:9,12,19,20,24 35:4 36:2,4,12,19 38:5 39:23 48:8,9,14,15 49:6,7,20 52:11,21 110:17
accessible [1] 33:8
accommodate [5] 19:1 45:18 53:25 100:12 113:21
accomplish [1] 20:25
according [2] 51:25 63:13
acid [3] 117:11,13 118:4
Act [5] 1:12 11:16 12:2 25:10 56:22
action [1] 124:18
activities [3] 106:25 119:12,16
activity [4] 12:8,9,20 120:7
actual [5] 31:17 33:21 54:6 64:14 114:14
adding [1] 96:4
additional [18] 33:15,16 33:17,18 37:17 49:21 51:21 52:24 53:9 60:7 71:22 87:11 96:4,5 97:15 97:22 98:14 113:21
additions [1] 63:8
address [4] 4:16,21 22:20 92:24
addressed [3] 13:14 14:6 54:17
addresses [1] 21:15
addressing [2] 14:21 104:14
adequate [4] 52:23 56:14 60:9,11
adjacent [6] 58:11 59:22 60:1,5,10,12
admits [1] 114:2
adopted [1] 15:17
adopting [2] 21:18,23
adoption [1] 22:1
ADSL [7] 27:17,24,25 28:7,21 29:1,13
advance [2] 82:17 84:14
affect [1] 65:16
again [3] 66:14 69:3 74:6
ago [3] 4:24 9:19 104:5
agree [11] 46:14 56:6 59:23 64:7 70:2 100:9 111:11 115:3,4,12 119:4
agreed [7] 66:21 92:17 92:20 103:10 105:1,11 106:3
agreed-to [1] 93:9
agreement [11] 1:8 25:17 30:6 31:7 61:10,15 107:3 116:21,24 117:5,18
agreements [1] 107:7
allocate [2] 51:5 53:12
allocated [2] 48:2 102:23
allocating [1] 51:9
allocation [2] 77:7 120:11
allowable [1] 31:12
allows [1] 50:19
along [4] 6:12 82:3 83:15 102:6
alternative [1] 96:6
AmeriTech [2] 107:12 107:15
among [4] 5:23 14:25 51:16 53:12
amount [6] 30:1 57:10 74:23 88:14 100:1,11
amounts [1] 27:9
amp [6] 90:21 91:2 100:18 101:14 102:7,9
amps [16] 87:2,6 90:17 90:20 100:1,1,4,5,10,19 100:21,23 101:1,2,5,7
analog [4] 28:1,2 94:16 98:7
analyzing [1] 114:8
ANI-II [3] 39:9,17 41:2
answer [6] 65:10 105:10 105:24,25 106:13 120:22
answers [1] 124:9
apologize [1] 7:21
APPEARANCES [2] 1:20 2:1
applicable [1] 99:21
application [8] 53:19 53:21 56:12,16,21 87:19 87:20 88:8
applied [1] 86:25
applies [1] 101:15
apply [9] 30:23 86:15 91:15 100:8 109:18 117:23 119:1,6,20
appreciate [1] 70:19
appropriate [2] 56:8 57:18
arbitrated [3] 103:12 105:8,12
arbitrating [1] 62:8
arbitration [13] 1:6 62:15 103:14 104:19,20 105:7 106:6,11,19,24 107:2,20 120:14
arbitrations [7] 106:16 107:9,14,17,20,23 108:3
architecture [3] 43:3 59:18 109:13
architectures [1] 58:1
area [4] 7:13,14 29:16 46:19
areas [1] 106:18
argue [1] 75:6
arguing [3] 47:24 62:21 75:22
arrangement [13] 7:1 8:2,24 36:1 39:22 42:7 46:18 55:14,17 64:19 65:8 103:18 105:23
arrangements [6] 6:22 7:3,23 13:9 60:25 109:17
artfully [1] 20:13
Ashburn [1] 4:18
aside [2] 79:10 98:5
assemble [1] 120:6
assign [4] 22:14 81:14 83:23 89:13
assigned [5] 8:2,5 71:10 71:11 84:14
assignment [9] 71:19 75:13 76:25 77:7 78:2,7 79:20 80:6 83:13
assignments [29] 70:24 70:24 71:3,14 72:8 73:2,9 73:16,24 74:12,22 75:1,9 76:2,6,7,15,21,22 77:6 81:15 83:24 84:2,12,13 84:18,20 85:6,11
assistance [2] 18:12 42:11
associated [8] 15:4 48:11,25 49:5 53:15 102:10,19 120:5
assume [10] 25:8,10 26:3 29:6 49:18 50:7 53:1 55:24 64:20 101:24
assuming [8] 52:18,22 74:14 77:23 79:17 93:14 93:19,20
assumption [1] 52:23
Atlanta [4] 1:19 2:7,14 50:20
Atlantic [5] 7:13 25:3 103:23 107:8,9
attached [2] 34:24 116:24
attempt [1] 51:8
attend [1] 86:9

57:19
commissions [4] 55:6 57:24 58:7 62:8
commodity [1] 111:9
common [7] 16:21 40:6 40:12,17,21,24 41:1
communicated [1] 13:3
communicating [1] 24:9
Communications [1] 1:5
commute [1] 5:19
companies [3] 10:10 11:21 32:15
company [8] 13:24 22:7 38:14 79:2 104:17 105:11 106:3,12
company's [1] 108:21
companys' [1] 31:10
compared [1] 31:8
compatible [5] 18:22 19:14 20:4,8 21:5
competition [1] 12:4
competitive [1] 55:15
complete [5] 78:11 79:13 82:1 84:5 124:11
completed [2] 73:1 84:10
completely [1] 110:7
completion [1] 83:8
compliance [1] 120:5
comply [2] 117:7,16
complying [2] 118:22 119:18
concern [4] 38:3 96:1 108:22 111:14
concerned [3] 105:5 108:11,17
concerning [2] 1:10 17:11
concerns [3] 18:11 47:23 98:12
concluded [2] 59:9 123:7
conclusions [2] 55:7 57:19
Concourse [2] 1:18 2:12
conditions [5] 1:7 61:11 61:17,21 63:14
conduct [5] 117:25 118:21 119:5,6,11
conference [1] 22:15
configure [1] 42:22
configured [1] 36:1
confirm [2] 60:15 106:15
confusion [1] 115:14
connect [20] 33:9,15 35:2 35:5,10,12,15 36:6,12,19 37:12 80:7 81:3,7 82:10 96:18 97:7,19 98:1,14
connected [2] 37:9 65:7
connecting [2] 36:20 88:3
connection [3] 44:3,5 56:5
connectivity [1] 85:4
connectors [1] 37:15
connects [6] 35:6,20 37:2,5 81:12 98:6
conserve [2] 108:23 111:12
conserving [1] 111:13
consider [2] 78:16 84:4
considered [2] 78:11 79:13
considering [1] 60:11
consist [2] 48:7 88:5
consistent [2] 58:13 108:6
constant [1] 71:21
constraints [1] 109:1
construct [1] 34:10
consult [1] 32:4
contained [1] 1:14
contains [1] 112:16
context [4] 65:3 94:12 104:19,20
continue [1] 13:22
contract [11] 23:24 61:19 61:25 62:1,4,10,13,19 67:22 69:20 70:3
contractor [3] 69:23 70:14,18
contrasting [1] 7:25
control [11] 27:23 48:14 48:15 63:22 64:13,25 67:1 67:23,25 68:7,8
controlled [3] 52:10,11 117:25
controlling [9] 48:8,9 48:18 49:6,20 64:5,12 67:5 68:15
controls [2] 66:16 80:11
convene [1] 122:7
convenience [1] 38:17
convention [11] 71:20 73:24 77:19,23 78:17,20 78:21 79:14,19,24 80:15
convert [2] 60:8 109:11
copper [12] 25:22 108:14 109:3,4,7,15 110:8,12,20 111:3,18,23
copy [1] 121:7
corner [1] 34:18
Corp [2] 32:12 118:7
correct [97] 5:10 8:7 11:10 13:20,21 14:7,8 15:3 19:9,18 21:9 27:2,7 28:5 30:3,7 31:15,25 32:1 32:4,20,21 35:11 37:10 38:12 40:13 43:14,17 44:2 44:16 45:14 46:12 47:16 49:21,24 50:13 51:22 52:1 52:2,6 54:7,13,24 55:8 59:14,17 61:7,22 62:22 62:23 66:12,16 68:19 69:24 71:1,6,11 72:2,6,23 73:2,10,18 80:2 89:24 91:14 94:9 95:21 97:2,10 101:15 103:1 104:8,19 105:24 106:3,6 109:21,25 111:14 112:5,24 113:5,8 113:12,17,18,21 115:7,8 118:16 119:12,13,14 120:15,18 124:11
correctly [1] 30:21
cost [33] 33:19 46:17 48:11,16,21,25 49:10,19 50:2,8,12,16 51:5,9,11,11 51:15,20,20,24 52:3,20 53:3,9,12,15 54:1 55:2 57:10 102:4,15 120:4,12
costs [10] 33:17,18 49:5 53:7 60:7 102:6,10,13,19 102:22
counsel [2] 124:14,16
country [1] 107:24
County [5] 1:17 4:17,19 124:3,6
Court [4] 1:16,24 4:4 124:4
cover [1] 24:22
covered [1] 100:5
covers [1] 102:8
Covington [1] 1:26
create [1] 26:13
created [3] 6:6,24 8:22
criteria [3] 115:20 116:1 116:4
cross [32] 3:4 4:10 33:9 33:15 35:2,5,6,10,12,15 35:20 36:6,12,19,20 37:2 37:5,8,11,14 56:5 81:3,12 82:10 96:18 97:6,19,25 98:6,14 121:25 122:16
current [4] 5:23 26:5 117:8 118:10
customer [13] 26:18 27:19 28:4,6,7,8,9 29:1 29:13 47:9,18 66:3 80:2
customers [10] 16:15 17:2 26:6 29:4,7 35:9 38:11 47:1,3 50:19
cut [1] 65:15

-D-

D [9] 1:21 2:4 3:1 4:1 16:23 17:4 39:24 41:5 120:15
DA [6] 16:1,14 18:7,16 20:24 43:1
daily [1] 71:15
data [2] 74:4,5
Database [1] 18:13
date [3] 12:12,19 76:12
days [3] 54:23 89:21 90:6
DC [7] 58:10,14,22 59:12 60:8,11 90:20
deal [5] 18:19 46:20 70:9 70:17 118:19
dealt [1] 16:3
December [1] 124:23
decide [2] 91:7 111:22
decided [1] 47:14
decision [3] 70:5 106:16 111:2
decisions [4] 57:20,22 87:8 106:14
dedicated [6] 40:16 42:12 44:7,14 79:3,4
definition [1] 40:21
degrade [1] 28:22
delay [1] 84:7
deliver [2] 20:9 90:21
delivered [1] 43:1
delivering [1] 20:17
demark [3] 26:19 88:22 89:8
demarkation [15] 89:3 89:4 93:3,5,6,11,16,24 94:11 95:4,9,19,24 96:6 98:8
demarkations [1] 38:22
departure [2] 11:14 12:14
depend [2] 90:14,16
dependent [2] 48:16 77:14
depending [1] 111:5
deployment [1] 55:13
DEPONENT [3] 3:2 84:21 103:21
depose [1] 122:19
deposed [1] 4:8
deposition [9] 1:13,15 17:7,19 23:4,6 122:7 123:6 124:7
depositions [2] 17:10 54:15
describe [7] 35:25 47:10 66:25 71:2 73:25 98:20 99:1
described [4] 11:3 38:23 52:4 63:14
describing [1] 109:13
design [1] 91:25
designate [1] 94:8
designated [1] 80:12
designation [1] 80:13
designations [1] 74:11
designed [1] 36:17
detailed [3] 74:11 87:15 88:10
details [1] 104:1
detect [1] 66:2
determine [6] 14:2 81:15 95:20 99:22 113:14 115:6
determining [1] 114:13
develop [1] 121:14
device [8] 33:6,8,21,22 34:2,7 36:2,20
diagrams [1] 36:4
differ [1] 24:24
difference [12] 25:21 40:6 49:9 50:1,3,7 57:25 91:19 94:24 95:2,5,23
different [24] 7:20 19:7 20:3 24:9 26:11 27:6,6,7 27:9 30:13 38:24 40:19 57:15 58:4 59:19 64:25 68:14 75:21 85:10 96:17 96:17 117:4 118:15 119:17
differently [1] 42:23
differs [1] 30:2
digit [1] 39:21
digital [8] 25:25 96:1,9 96:18 97:6,19,25 98:6
digits [4] 39:9,17,25 41:3
direct [13] 9:11 14:5,19 17:1 18:5,8 21:2,4 42:12 44:12,25 63:5 98:15
direction [1] 55:24
directly [10] 5:13 17:13 36:20 38:5 56:23 59:4 70:3,9,17 121:20
directory [2] 18:12 42:11
disagree [5] 38:8 42:18 58:18 100:14 116:11
disagreeing [2] 41:14 101:14
disagreement [16] 23:11 23:17 24:2,3 41:21 61:23 61:25 62:17 63:21 67:12 68:3,23 70:11 100:17 101:9,17
disclose [1] 23:25
disclosed [1] 87:20
disclosing [1] 23:9
disconnected [1] 47:19
discriminatory [1] 111:20
discuss [3] 21:19,22 22:5
discussing [1] 68:8
discussion [7] 17:9,12 17:22 23:8 61:4 94:4 116:16
discussions [6] 22:5,16 23:2 103:8 121:21,21
dispute [7] 16:12 19:16 56:4 66:8,23 81:19 88:25
distance [6] 40:12 96:3 97:10,13,20 98:5
distributing [1] 98:13
distribution [13] 33:1,2 33:10,25 35:4,7 48:18 90:23 99:22 110:5,9,12 110:21
divide [3] 10:18 22:12 57:13
divided [2] 5:23 22:18
do-able [3] 58:2,3,5
DOCKET [1] 1:7

98:14
framed [2] 43:5 115:16
framework [1] 25:5
frankly [1] 85:21
Friday [2] 17:21,21
front [4] 48:20,24 49:18 74:2
full [1] 4:15
functionalities [4] 24:1 25:2,18,23
functionality [4] 25:14 25:15,21 26:1
functions [1] 42:12
fuse [1] 100:20
fused [1] 101:2

-G-

G [1] 4:1
gap [2] 14:9,10
gauge [1] 26:23
general [3] 48:6 73:22 121:21
generally [4] 9:12 15:22 101:11 118:18
generated [2] 43:10 45:10
generic [1] 117:10
geographic [1] 104:7
geographically [1] 9:6
Georgia [8] 1:2,17,19,26 2:7,14 124:2,6
given [6] 13:18 68:3 78:17,23 108:21 124:12
goes [2] 81:23,24
gonna [10] 28:3 33:14 34:10 70:1 73:16 90:16 90:21 91:4 94:16 110:2
good [4] 4:12,14 32:6,7
govern [3] 27:22 89:7 119:4
greater [1] 52:6
ground [1] 28:4
group [20] 5:2,4 6:4,8,10 6:15,16 7:6,8,25 8:3,15 10:5,13 16:23 17:4 39:24 41:5 106:20 107:6
groups [3] 5:11 42:13 44:14
guarantee [1] 26:6
guard [2] 48:23,24
guards [1] 49:1
guess [18] 8:25 10:20 18:1 22:10 28:17 32:24 52:12 56:16 61:22 70:10 75:5,6 83:11 93:17 110:18 118:14 120:11 122:15
guessing [2] 35:18 117:12
guidelines [1] 117:20

-H-

half [1] 99:7
hand [5] 22:13 37:18,20 37:20 66:6
handed [1] 15:8
handle [3] 45:13 91:23 105:2
handled [2] 7:24 42:24
handling [4] 44:22,23 117:13 122:12
hands-on [3] 64:14,20 68:9
harmed [1] 84:9
harms [1] 118:12
heading [1] 62:22
heard [2] 40:8 60:1
hearing [1] 18:2
held [1] 119:9
help [3] 25:7 56:1 66:7
helpful [1] 85:20
hereby [3] 124:6 125:2 125:13
herein [2] 1:14 4:7
hold [1] 119:9
holding [1] 110:23
hook [1] 80:22
hooking [1] 83:8
hour [2] 41:16 99:7
house [2] 28:16 29:19
hub [1] 16:21
hypothetical [3] 57:12 75:25 76:9

-I-

i.e [1] 90:3
ICB [2] 55:4 57:8
identical [1] 96:22
identification [2] 47:8 89:12
identified [3] 7:16,18 105:13
identify [2] 31:12 120:14
IDLC [2] 88:7 96:8
ILEC [2] 103:10 105:1
ILECs [4] 5:7 7:4 9:6 105:23
impact [4] 27:18 37:25 74:25 118:8
impacts [1] 14:2
implications [2] 33:11 98:23
impose [1] 53:6
inappropriate [1] 121:24
Inc [4] 1:6,9,24 2:3
include [2] 29:23 61:10
included [1] 107:12
includes [1] 104:13
including [2] 13:15 40:22
incompatible [2] 21:7 21:15
inconsistent [1] 118:6
incorporated [2] 62:9 116:20
incorrect [1] 8:6
incorrectly [1] 8:11
incremental [3] 50:12 52:20 53:3
increments [1] 91:4
incumbent [4] 40:23 53:11 55:13,16
incur [1] 52:20
incurs [1] 49:11
indicate [2] 97:1 112:11
indicated [1] 4:21
individual [5] 35:4,11 54:9 73:13 78:2
industry [10] 24:7,18,23 25:5 30:10 31:9,11 117:8 117:9,20
inefficient [1] 121:24
information [35] 8:8 20:18 31:18 40:1 54:23 60:16 73:6 74:11 75:15 76:4 86:1,7,10,22 87:5,7 87:11,14,14,15,19 89:15 89:21 90:7,9,11 91:1 92:16,25 93:1 98:4 112:16 115:16,20 121:10
infrastructure [2] 6:18 101:4
ink [1] 121:8
inside [2] 34:25 36:7
insofar [1] 8:18
insomuch [1] 118:9
inspect [1] 119:23
inspections [1] 119:24
install [32] 34:6,8 60:9 69:6,13,17 73:4 74:20 79:15 81:20 82:13,16 83:6 84:7 85:1 86:11 87:9,24 88:1,2,12,15 91:8,9 96:20 97:12 102:1 108:14 109:13 111:3,17,23
installation [16] 33:22 68:24,25 70:4,12 71:22 81:24 86:5 92:1,6 98:3,19 117:14 118:9,11 119:21
installations [2] 119:23 120:10
installed [15] 64:19 69:24 71:18 76:14 77:1 82:4,18 83:23 84:15 89:18 90:15 97:14 101:1 117:6 117:7
installing [15] 74:17,24 75:17 77:15,18 82:22 83:17 91:20 97:22 109:24 110:4,8,12,15 118:6
installs [2] 66:11 83:15
instead [1] 21:1
integrated [1] 96:9
intend [2] 73:4 87:24
intends [1] 86:11
intent [2] 23:16,23
interchangeably [1] 40:9
interconnect [8] 5:2,3 6:18 8:19,24 9:18 88:18 88:22
interconnected [1] 9:3
interconnecting [1] 10:9
interconnection [22] 1:10 5:15 6:4,8,21 7:3,5 7:22,24 8:1,14 9:5 11:15 25:16 30:6 31:7 61:10 107:3 109:21,24 110:22 114:3
interconnections [2] 7:9 8:17
interconnects [1] 5:6
interest [2] 23:8,18
interested [1] 124:17
interface [3] 33:1,25 109:15
interfaces [1] 97:4
interference [1] 118:12
intermediate [4] 33:6,8 34:2 98:13
internal [1] 42:20
internally [1] 44:25
interrelated [1] 42:4
interval [3] 53:18 56:25 57:1
intervals [2] 56:11,20
intimate [1] 104:1
introduce [5] 33:6,15,16 33:18 60:7
inventoried [1] 71:21
inventorying [1] 10:7
investment [1] 51:3
involve [3] 107:25,25 114:13
involved [7] 6:21 12:20 16:7 37:11 104:1 106:18 108:4
involvement [6] 9:11 9:15,16 10:3,6 11:17
involving [2] 25:17 107:24
issue [110] 14:16,20 15:11 15:13,14,23,24 16:3,7,13 16:19 17:11 18:11,15 19:10,15,18 20:9 21:6,15 22:23 23:2,4,14 24:4,25 27:12,13,20,21 29:23 30:25 31:4 32:22,23,24 39:3,4,6 41:6,7,10,22,23 43:5 45:9 47:23 48:4 50:16,17 52:3,4 53:17 55:7,20 56:12,21 58:10 61:6,9,12 62:25 63:4,24 64:24 70:11 72:12 75:22 79:18 80:16 83:1,11 85:16 85:16,25 86:6 88:21,23 92:24 99:19,19 103:12 104:13,16,22 105:4,14 106:10,16 108:5,10,13,14 108:19 112:3,3 113:1,3 113:14 115:13,15,16,23 115:24 117:8,11 118:19 120:17,20,23
issues [41] 10:23 11:7,15 13:14,14,20,23 14:2,6,16 15:1,2,5,21 16:6 21:19,22 22:3,12,14,18,20 24:9 26:13 41:9 42:2 63:18 98:24 107:25 120:14,17 120:21 121:9,13,15,19,25 122:3,17,19,21
issuing [1] 52:24
itself [2] 65:1 92:5

-J-

jack [1] 90:3
job [4] 6:15 7:18 13:18 74:16
jobs [1] 4:23
joint [14] 74:14 86:1,3,9 86:13,19,21,22 89:9,14 89:22,23 90:4 91:8
July [3] 4:21,23 14:5
June [18] 73:15,17,20 74:1 74:9,13 75:8,10,12,13,24 76:3,5,12,19,23 79:25 83:22
jurisdiction [6] 56:25 57:2,4,8 58:2,3
jurisdictions [2] 57:11 108:9

-K-

keep [3] 76:12 77:22,25
Ken [4] 1:22 2:11 120:24 122:6
key [2] 49:17 50:6
keys [9] 48:18,21 49:21 49:24 50:10,12 51:19,21 52:24
kicked [1] 7:18
kilofeet [3] 26:8,13,22
kind [9] 11:19 30:15 39:22 48:13 87:10,19 96:14,21 103:18
kindly [1] 15:8
KNIGHT [1] 2:18
knowing [1] 98:8
knowledge [3] 42:9 85:18 108:7
known [1] 104:18

-L-

language [32] 23:24 61:14,24 62:1,3,5,9,12,24 63:3,4,8,18 66:20 67:4,9 67:19,20,20,21 69:3,4,4,5 70:2,21 83:10 88:25 89:20 93:10,14,20
LAS [1] 125:28
last [4] 17:20 78:6,12 79:20

obligations [1] 117:4
obtain [4] 38:1 74:12 75:1 98:25
obtained [1] 35:10
obtaining [1] 102:11
obviously [5] 15:20 17:17 21:8 37:19 107:18
OC-48 [1] 88:6
occupies [1] 53:2
occupy [1] 88:19
occupying [5] 49:10 50:4,5,22 52:1
off [8] 7:18 16:15 41:17 43:10 61:2 66:6 94:2 116:14
off-the-record [4] 23:7 61:3 94:3 116:15
offer [5] 20:3 29:1,5,20 38:16
offered [3] 29:8 46:13 90:9
offering [2] 29:18 90:8
offerings [1] 29:10
office [45] 6:25 17:2 18:9 26:8,17 34:15,16 42:12 44:8,12,25 48:7 52:18,21 53:24 56:6,15 59:12 60:12 64:20 71:1,13 74:8 88:2 88:20 89:11 91:11 96:19 98:9 102:2 108:21 110:13 110:16 111:7 112:7,10 113:3,7 114:6,9 115:10 117:21 118:5,22 119:7
offices [7] 11:23 42:13 54:12 58:1 109:1 110:6 110:21
on-site [1] 64:4
once [6] 7:18 64:21 71:17 77:4,18 96:1
one [40] 36:25 40:12 50:3 50:6 53:1 55:23,24 56:25 57:3,23 58:2,6,14,22 63:14,17 66:10 71:5 79:3 79:22,23 80:22 81:11 91:2 97:16 98:2 110:10 112:24 113:7,8,10,10,15,20 114:7 114:10 115:10 117:12,17 118:16
ones [4] 9:2 11:3 15:17 72:3
ongoing [2] 12:13 13:19
open [2] 61:7 65:24
opened [1] 12:3
opening [1] 5:22
operating [3] 7:14 32:14 75:2
operator [4] 18:9,12 42:11 43:2
opinion [1] 97:5
opportunities [1] 5:19
opportunity [1] 121:16
opposed [1] 70:13
optic [4] 109:10,20 111:13,15
optimum [1] 93:7
option [1] 67:23
options [2] 89:2 93:25
order [17] 13:13 14:1 18:6 21:9,11,15 27:25 28:2,3 35:14 45:17 57:5 73:13 76:18 78:1 80:1 91:25
ordered [3] 55:23 90:17 90:20
ordering [3] 30:13 79:21 80:4
orders [1] 75:19
organization [4] 5:9,25 9:22 11:11
originally [1] 45:13
OS [6] 16:1,14 18:7,16 20:24 43:1
OS/DA [13] 19:11,16 20:16 21:1 41:24 43:6,9 43:16,19,25 44:4,13 45:9
otherwise [2] 22:7 122:22
ours [1] 37:8
outage [1] 66:1
outcome [1] 124:17
outer [2] 31:14 32:6
outside [4] 36:6 58:22 59:12 103:15
overall [1] 65:5
overflow [1] 41:25
overhead [1] 49:2
own [22] 15:10 20:20 26:6 29:4,7,13 32:9 42:20 43:25 44:14,22 47:13 50:21 59:17 64:2 68:19 69:6,13 72:22 73:18 120:9 120:10

-P-

P [1] 4:1
p.m [2] 4:2 123:7
P.O [1] 1:25
page [20] 3:2 15:7 55:10 55:11,12 63:5,18 66:9,24 67:10 68:22 92:22 113:24 116:20 119:19 125:16,17 125:18,19,20
pages [3] 124:10 125:3 125:14
paid [3] 83:3,5,7
pair [15] 77:8 78:3,7,22 79:8,14,21 80:1,3,23 81:8 81:9,10 84:18,24
pairs [5] 71:3,5 77:21 78:12 81:4
paper [2] 113:17 115:5
paraphrasing [1] 66:14
parcel [1] 27:2
parity [1] 29:9
Parkway [4] 1:18 2:12 4:18,19
part [23] 27:2,20 39:10,16 39:23 53:21 70:6 75:11 77:12,18 79:7 80:8 81:20 81:21,22 82:4,14,19 83:4 83:18 85:21 113:1 121:20
partially [1] 115:23
participate [1] 13:22
particular [25] 19:1 22:3 23:20 25:14,15 27:13 28:4 28:20 29:18 30:17 35:8 35:16 41:10 51:25 56:2,5 56:15 68:4 71:17 72:1 73:8 81:4 116:6 118:7 119:4
particularly [1] 26:19
parties [14] 3:5 16:12 23:19 25:16 41:13 49:14 56:4 61:23 66:21 68:2 115:14 117:5 124:15,16
parties' [3] 41:21 62:10 116:21
party [4] 39:12,14,15 121:13
passed [4] 12:2 39:21 46:19 102:6
passes [1] 74:20
passing [1] 78:6
pay [4] 46:16 100:23 102:4 120:4
paying [2] 84:3 103:4
Peachtree [1] 2:5
peak [3] 100:6,12,22
per [7] 48:3,3 57:5,5 101:14 102:7,9
percent [3] 50:4,5 98:15
percentage [1] 30:1
performed [2] 119:12 119:13
perhaps [5] 34:14 71:15 101:20 108:8 121:23
period [3] 24:13 74:20 77:17
periodic [1] 119:23
permit [1] 58:21
permitted [6] 13:9 94:7 111:3,17,19 115:25
person [3] 8:3 102:18 122:8
perspective [4] 50:2 70:10 72:12 106:11
pertain [1] 22:25
pertinent [1] 56:3
petition [5] 1:3 120:13 121:2,5,18
phone [6] 39:10,16,17 122:11,25 123:3
phrase [1] 77:6
physical [4] 11:20 81:6 111:8 114:14
pick [1] 117:10
picked [3] 15:1 22:21 98:23
picture [2] 8:10,13
pictured [1] 80:17
pictures [1] 80:19
piece [8] 26:16,17 37:14 71:9,17 80:18 113:17 115:5
pieces [1] 85:11
Pike [1] 4:22
place [9] 27:4 36:13 37:2 43:4 44:5 86:14 97:12 103:9 118:11
placed [6] 7:5 26:17,18 77:13 80:10 81:22
placement [1] 88:22
places [2] 9:5 103:7
plain [2] 27:21 116:18
plan [3] 14:1 27:3 74:24
planned [1] 9:24
planner [1] 7:16
planning [31] 5:3,9,15 5:16,21,25 6:4,8 7:5,24 8:15 9:18,22 10:4,7,13 74:15 86:2,4,9,13,19,21 86:22 89:10,14,22,23 90:5 91:8 99:3
plans [3] 9:5 112:10 113:11
platform [13] 16:2 18:6 18:10,19 20:21 21:7 42:14 43:2,16,24 44:4 45:11 46:1
plug [3] 71:9 92:8,8
plus [2] 49:2 79:16
point [33] 10:1,1 12:5,23 18:1 24:2 33:15,17,19 34:11 35:3 42:16 58:16 58:18 62:14 68:3 83:12 84:1,18 93:3,5,7,8 94:11 95:4,9,19,24 96:6 98:17 110:18 115:10 118:15
point's [1] 88:23
points [15] 8:19 70:25 89:3,4 93:6,12,16,24 98:8 114:3,4,17,23 115:3,6
policy [9] 57:20,22 58:2 58:6,8 69:9 70:5,6,7
POP [1] 6:24
POPs [1] 8:22
port [7] 17:2 43:10 45:6,6 45:10,12 47:6
ports [2] 16:16 46:23
position [38] 4:25 5:8 6:5 6:6 16:24,25 18:3,20 24:6 26:5 29:4,7 33:3 38:25 42:10,15 44:21 54:21 58:15 60:18 61:17 62:11 70:6 75:7,9,14 76:18 78:10,14,19 82:21,24 86:8 89:25 100:24 117:15 118:20 119:15
positive [1] 73:11
possession [1] 89:15
possibilities [1] 105:17
possibility [1] 38:22
possible [8] 74:3 75:15 83:9 86:20 93:6,11,24 110:10
posted [2] 48:23,24
potential [1] 33:17
power [41] 58:10,14,22 59:6,12,25 60:1,5,8,9,12 86:6 87:2,6,13,22,23 90:12,13,14,18,19,21 91:14,16,18,20,23 92:6 92:16 99:22,23 100:1,10 101:1,11,19 102:25 103:3 103:24 105:2
practiced [1] 102:13
pre [1] 75:16
pre-qualification [1] 30:15
precisely [1] 32:15
predominantly [2] 7:13 10:7
prefiled [1] 4:20
premises [5] 54:6,8 55:17 114:3,16
preparation [1] 76:10
prepared [2] 73:19 122:2
preparing [1] 121:18
prescribes [1] 117:12
presence [1] 6:25
present [2] 2:16 17:6
presented [1] 93:25
press [1] 99:14
Presumably [3] 97:9 113:4 122:14
presume [7] 11:13 15:11 63:7 91:11 104:13 105:13 120:1
presuming [1] 71:13
presumption [1] 55:15
pretty [2] 9:4 99:4
price [5] 15:15 51:5 54:2 54:5 57:14
pricing [2] 54:12 57:9
primarily [3] 8:16 108:1 119:20
primary [1] 23:8
principles [2] 100:20 101:12
print [1] 124:9
privilege [1] 17:18
problem [3] 70:12 84:13 84:25
problems [3] 38:10 85:9 100:22
procedures [2] 59:16 117:12
proceedings [1] 13:23
process [4] 30:15 72:14 77:10 121:14
processing [1] 75:19
products [1] 19:19
program [1] 42:14
progress [1] 17:15
prohibit [1] 59:1

18:2 20:24 37:25 38:2 42:1 73:13 76:19,19 109:9
serving [1] 30:17
set [11] 24:11 25:17 42:6 45:12 62:19 63:4,9 79:10 116:19 118:23 119:18
sets [2] 31:14 44:14
setting [1] 37:23
settled [1] 14:13
seven [2] 55:12 66:15
several [1] 118:16
shape [1] 87:12
shared [1] 40:7
SHEET [1] 125:1
short [5] 13:25 41:18 99:10,16 121:11
show [4] 15:2 91:13 108:5 121:2
shows [1] 15:16
side [12] 28:15 29:19 71:5 71:8 76:10 80:22,25 81:3 81:9,11,13 91:23
sides [1] 37:9
signal [1] 28:21
signaling [21] 17:5 18:18 19:8,13,24 20:4,9,10,17 20:22 21:1,5,7,16 25:23 26:1 39:8,24 41:5 44:24 46:12
signals [1] 109:11
signing [1] 1:14
similar [4] 10:25 42:1 55:7 111:25
simple [2] 27:22 48:18
simplest [1] 111:11
simplifying [1] 72:15
simply [6] 23:25 70:24 83:2 99:19 110:23 111:12
single [1] 98:16
Singley [3] 1:15 124:4 124:20
sit [1] 21:19
site [1] 112:21
situation [4] 53:14 83:9 95:8 97:17
six [7] 1:18 2:12 15:11,13 74:19 84:6 92:22
size [3] 73:5 88:10 97:4
sized [1] 77:14
sketches [1] 36:3
slightly [3] 58:4 75:21 118:15
smaller [1] 91:4
software [6] 45:19,21 46:5,15,21 47:15
someone [1] 49:10
somewhat [2] 16:7 29:9
somewhere [1] 54:19
SONNET [1] 88:6
soon [3] 75:15,18 86:20
sophisticated [1] 38:14
sorry [2] 34:17 65:9
sort [5] 34:11 69:9 72:13 88:5 104:10
sound [1] 100:19
sounds [3] 14:8 36:24 98:17
source [2] 99:23 100:10
southeast [5] 9:9,12,16 9:17 10:3
space [59] 10:8 50:4,5,9 50:18 53:24 54:24 56:14 57:4 58:11 59:22 60:1,6 60:10 72:17,21 73:15 74:7 74:8,18 78:11,16 79:7,13 82:1,5 83:18,19 84:3 87:21 88:19 89:10,12,13 89:16 91:12 92:15 94:8 94:21 95:1,2,7,14 96:14 96:25 98:11 102:2 108:17 108:23 111:5,7,8,12,13 111:16 112:1 114:8,12,19
spaces [1] 120:7
speak [1] 118:18
speaking [2] 9:6,13
special [1] 10:6
specialist [3] 5:1,21 6:13
specialists [4] 5:24 6:7 10:18,25
specialties [1] 11:2
specific [20] 7:17 10:21 21:15 22:9 29:11,11 31:18 37:14 46:23 47:6 63:1 73:23 77:8 84:18 86:10 87:7,8 90:7,8 104:7
specifically [5] 32:12 39:7 41:10 43:21 100:25
specification [2] 31:8 31:22
specifications [12] 24:21 25:8 27:15,22 29:22 30:23 32:3,9,12 99:20 112:10 113:11
spell [1] 55:3
spot [3] 71:10 80:7 81:7
square [18] 48:3 49:10 50:18,22 51:7,25 57:5,14 80:18,18 86:18,23,25 87:2 87:5,21,23 88:14
staff [8] 5:1,20,23,24 6:7 6:13 10:18,24
standard [8] 24:7,19 26:9 31:9,23 110:24 117:17 118:7
standards [25] 22:24 24:22,23 25:6 31:11 32:5 99:21 100:7 111:20 116:19 117:4,8,9,22,25 118:10,11,18,23 119:1,4 119:6,10,18,20
standpoint [1] 81:7
start [4] 12:10 75:19 85:25 121:17
started [2] 9:19 15:9
state [10] 4:15 55:22,24 85:19 103:5,15 106:24 107:7 120:18 124:2
statement [4] 8:17 42:19 56:2 71:16
statements [1] 117:3
states [5] 54:4,16 55:25 107:2,4
staying [1] 85:13
stays [1] 85:1
steered [1] 61:20
step [3] 77:10 78:6,12
steps [1] 72:18
still [9] 5:22 21:6 24:9 25:9 61:7 68:22 83:5,7 107:13
stipulations [1] 1:14
stop [2] 8:12 47:12
storage [3] 117:11,13 118:4
straight [1] 10:2
straying [1] 30:20
Street [2] 2:5 115:10
strictly [1] 117:16
strike [3] 51:15 52:13 104:25
striving [1] 33:5
stuff [1] 87:10
subject [5] 17:17 103:14 104:10 106:5 108:2
subject-matter [4] 10:19,20 16:10 59:6
submitted [2] 53:22 88:9
subscribed [2] 125:7,23
such [6] 18:17 20:19,23 55:17 66:20 109:8
sufficient [1] 87:6
suggesting [4] 20:2 42:6 51:4 85:15
Suite [3] 1:19 2:6,13
summaries [1] 21:13
summarize [2] 8:9 66:10
supply [2] 90:22,22
support [5] 43:4 56:15 92:6 98:3 101:4
supports [1] 26:21
surprise [1] 70:16
suspect [1] 121:14
Swear [1] 4:3
swipe [1] 53:9
switch [25] 16:16 43:10 43:11 44:8 45:6,6,10,12 45:17,22 47:7,13,14 48:9 48:15,20,25 49:7,12 51:1 69:16,22,24 87:9 88:1
switching [3] 16:16 17:2 44:12
sworn [5] 4:4,8 124:13 125:7,23
system [9] 25:25 49:4 52:14,19,22 53:7 77:3 102:18 103:5
systems [4] 47:25 75:16 77:24 78:1

-T-

T [2] 124:1,1
talks [1] 114:19
tandem [2] 41:24,24
tandems [4] 16:22 41:25 44:11,11
tap [11] 27:1,10,15 28:20 29:13,23 30:2,10 31:2,4 31:12
taps [1] 26:22
target [1] 83:7
tariff [4] 61:20 62:5,24 63:14
team [1] 120:5
technical [10] 19:17 27:22 30:22 32:8 41:1 44:18 56:13,19,21,23
technically [7] 19:4 20:1 34:1 41:4 55:17,25 93:15
technician [4] 35:12,13 35:14 37:13
technicians [1] 50:9
technologies [1] 109:6
technology [3] 26:16,21 26:24
Telecommunications [3] 1:9,11 2:3
telephone [3] 2:17 98:7 122:8
ten [4] 39:20 54:22 55:12 84:6
ten-digit [2] 39:17,18
term [2] 13:25 33:7
terminal [25] 33:8,12,20 34:12,13 35:1,21,22,23 36:2,4,9,13,16,19,25 37:2 37:3,8 59:21 70:25 81:1,2 81:11,13
terminate [6] 34:11 71:4 71:6 81:17 97:6 98:13
terminated [6] 35:1 81:11 91:5 94:16 96:18 97:25
terminates [2] 78:23 79:8
terminating [2] 81:16 91:25
termination [1] 90:2
terminology [1] 40:13
terms [8] 1:7 40:8 50:24 51:11 61:10,17,21 63:13
territory [1] 12:11
test [1] 66:3
testified [7] 12:25 24:10 44:18 58:11 59:24 76:13 106:2
testify [1] 60:2
testimony [32] 4:20 8:14 14:5,20 15:9 17:14 18:2 21:18,23 41:11 44:20 47:22 55:5,11 56:20 63:5 64:24 66:9 67:17 76:17 94:22 104:22 113:24 114:5 116:20 118:23 121:12,15 122:1,9,18,20
Texas [3] 55:6 57:19 107:1
there'd [3] 46:18 47:1 120:11
they've [1] 57:20
thick [1] 35:19
third [2] 53:8 95:25
third-party [1] 69:23
thought [10] 23:12 24:15 76:8,13 77:6 85:21,22 93:9 94:19 115:22
three [5] 4:24 9:19 49:24 99:13 104:5
three-step [1] 72:14
through [28] 14:6,7 41:25 43:13 55:12 63:19 65:18 66:10,15,19 67:3,4,9 68:11,12,21 92:22 99:5 105:21 108:23 109:10 113:25 121:14,19 122:17 124:10 125:3,14
Thursday [1] 17:20
tie [6] 34:6,8,20,24 76:25 77:12
ties [1] 31:21
timing [2] 11:13 83:12
today [4] 35:6 59:20 103:3 120:9
together [1] 5:12
too [2] 13:14 28:19
took [1] 121:20
tool [1] 37:14
tools [3] 37:18,20,20
topic [1] 8:11
TOPS [3] 18:6 42:13,14
tour [1] 115:11
toward [1] 61:20
track [2] 34:19 77:25
traffic [20] 16:14,17 20:20 40:11,19 41:24 42:23 43:1,7,7,9,9,22 44:11,15,22 45:9,13,25 46:9
transcript [1] 124:11
translation [2] 45:19 47:20
translations [6] 16:6 45:21 46:5,15,22 47:15
transmission [4] 1:4 25:23 26:1,20
transport [11] 16:21 40:7 40:7,13,17,21,24 41:1 43:23 44:8 88:6
transported [1] 65:8
transporting [2] 40:10 40:19
treat [1] 114:9

OFFICE COPY

BEFORE THE GEORGIA PUBLIC SERVICE COMMISSION

000649-TP

IN RE:

Petition of MCImetro Access Transmission Services, LLC, and MCI WORLDCOM Communications, Inc., for Arbitration of Certain Terms and Conditions of Proposed Agreement with BellSouth Telecommunications, Inc., Concerning Interconnection and Resale Under the Telecommunications Act of 1996	)	Docket No. 11901-U

COPY

The deposition of **LEE OLSON**, taken at the instance of the Defendant, pursuant to Notice and agreement of counsel, with all formalities being waived, excluding the reading and signing of the deposition, before Peggy S. Herrin, Certified Court Reporter, commencing at approximately 9:15 a.m., on Monday, August 14, 2000, at Six Concourse Parkway, Suite 3200, Atlanta, Georgia.

FLORIDA PUBLIC SERVICE COMMISSION
DOCKET NO. 000649-TP EXHIBIT NO. 8
COMPANY/ WITNESS: Olson
DATE: 10-4-00

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INDEX TO EXAMINATIONS

DEPONENT	DIRECT	CROSS	REDIRECT	RECROSS
LEE OLSON				
by Mr. Ross	3			

INDEX TO EXHIBITS

OLSON EXHIBIT NO.	DESCRIPTION	PAGE
One -	Atlanta - MCI Worldcom Local Serving Area Map	17
Two -	Cover Sheet for Testimony of Gary Ball, GB-1; Raleigh - MCI WorldCom Local Servicing Area Map; Cover Sheet for Testimony of Gary Ball, GB-2; MCIWCOM Served Rate Centers and Switch Location; Cover Sheet of Gary Ball, GB-3; BellSouth End Offices/Tandem and MCIWCOM served Rate Centers	26
Three -	Various BellSouth Telecommunications, Inc., diagrams of LATA boundaries	111

P R O C E E D I N G S

MR. ROSS: Do you want to swear the witness.

(Whereupon, the deponent was duly sworn by the court reporter)

LEE OLSON,

being first duly sworn, was examined and deposed as follows:

CROSS-EXAMINATION

BY MR. ROSS:

Q Could you state your full name for the record, please.

A Lee Merlin Olson.

Q Mr. Olson, my name is Bennett Ross and I'm an attorney representing BellSouth in the various arbitrations between BellSouth and MCI.

Just a few ground rules. I'm not sure whether you've given a deposition before, but I'm going to be asking you a series of questions. If at any time you do not understand the question that I'm asking please let me know and I'll be happy to rephrase it.

Also, because this is being taken down by a court reporter, your responses need to be audible as opposed to a shaking or a nodding of your head so we get a clean transcript.

Along those same lines, before you answer a

question please let me finish asking the question even though it may be readily apparent to you what it is I'm asking simply so the court reporter can get it all down in an orderly fashion. Okay?

A Understood.

Q If at any time you do not understand the question that I'm asking let me know and I'll be happy to rephrase it. I'm having some back problems so I may be standing up. I'm not doing that to intimidate you but just to take a little pressure off my lower back and I hope you'll bear with me.

As I said, I hope that we can get through this in three or four hours and we'll get you onto something a tad bit more productive.

Do you have any questions for me before we get started?

A No.

Q Mr. Olson, just so the record is clear, I want to go through some of the testimony that's been filed and make sure I understand specifically what your role in these various arbitrations is going to be and if we would talk about North Carolina first it's my understanding that you are adopting the direct testimony of Ronald Martinez that's dated April 6, 2000, and the rebuttal testimony of Mr. Martinez dated May 16, 2000 as it relates to issues 32, 33, 34, 35, 36, and 37; is that correct?

A Correct.

Q And with respect to Georgia you are adopting Mr. Martinez' direct testimony dated July 20th, 2000 as it relates to issues 32 through 37 and you've also filed rebuttal in your own name, correct?

A Correct.

Q And is it safe to assume that in the other two states where we will be filing testimony, specifically Florida and Tennessee, that you will be testifying on those same issues, 32 through 37?

A Correct.

Q Are there any other additional issues which you anticipate covering in Florida and Tennessee that you are not going to be covering in Georgia or North Carolina?

A Not that I'm aware of.

Q Let me ask you a little bit about your background. What is your current position with MCI?

A Switch Planner.

Q And as Switch Planner what are your responsibilities?

A I have the BellSouth territories.

Q All nine states?

A Yes.

Q And what do you do in the BellSouth states with respect to switch planning?

A The local switches, I do the architecture.

Q And by saying that you do the architecture does that mean that you plan where the switches are going to be located, how they're going to be interconnected with BellSouth's network?

A How they're going to be interconnected with BellSouth's. Another department actually determines when the switch is required and it's passed on to me.

Q What is this other group called?

A Switch Capacity.

Q So Switch Capacity would make a determination as to whether or not a local switch is necessary and would the Switch Capacity group actually plan where to put the switch?

A Yes. When you say necessary, in an established marked they would.

Q So let's take Atlanta for example.

A Yes.

Q The Switch Capacity group would make a determination whether MCI needs another local switch in the established market of Atlanta; is that correct?

A Correct.

Q And the Switch Capacity group would make a decision whether that switch should go in Norcross or Buckhead or someplace else?

A They would make the decision, you know, in concert

with a bunch of other folks, you know, depending upon what resources are available where.

Q Would your group or you in particular be involved in the decision where a particular switch ought to be placed?

A I would have input, yes.

Q And are you familiar with the location of MCI's local switches in the BellSouth region?

A Yes, although I haven't visited all of them, but I know where they are.

Q Fair enough. Are you also familiar with the switches that MCI has in place to provide long-distance service?

A No. I mean, I have access to the information but I'm really not familiar with the LD number.

Q And, just so our terminology is clear, unless I specifically reference otherwise I'm going to refer to MCI as including MCI WORLDCOM and MCImetro Access which are generally the companies that are seeking arbitration in these proceedings. Is that fair?

A Yes.

Q And if you need to distinguish your answer in response to any question please don't hesitate to do so but just for convenience I'll refer to all the collective companies as MCI.

A All right.

Q Now, MCI WORLDCOM, Inc., provides long-distance service; does it not?

A Yes.

Q And MCImetro Access does not?

A Correct.

Q And you are employed by MCI WORLDCOM, Inc.?

A Yes.

Q And does MCI WORLDCOM, Inc., provide local exchange service?

A Yes.

Q Is that local exchange service provided through MCImetro Access or in its own right?

A I have to think. WORLDCOM as an MFS entity has its own local switches and provides local service. That way we're all mixed together.

Q So MCI WORLDCOM acquired MFS. MFS had its own switches and MFS operates now as MCI WORLDCOM; is that --

A Yes. They're all under one company and I believe now it's just WORLDCOM as the corporate name, WORLDCOM Technologies Incorporated.

Q Okay. When WORLDCOM decides whether to place another local switch does WORLDCOM make that decision in consultation with the group that's operating through the MFS organization as well as a separate group through the WORLDCOM organization or is it all one group?

A It's one group now and the Capacity Planning is all under one group. The Transport is under one group. They're still -- Let's see. How should I say it. Fragmentation for convenience sake but at the level that I deal with it's all one.

Q And you have been with MCI WORLDCOM for two years; is that correct?

A August of '98.

Q And during your time with WORLDCOM have you had the same position as a Switch Planner?

A Correct, and the same territory.

Q Have your responsibilities changed in any material way in the two years that you've been employed by WORLDCOM?

A Not really.

Q Well, then you get to testify.

A Let me clear that up. The difference was that I had some of Bell Atlantic South for awhile and as we had new people come on board we realigned and I lobbied for the BellSouth territory.

Q Have you been involved at all in the negotiations with BellSouth over the terms of a new interconnection agreement?

A Yes. Well, let me clarify. Do you mean with someone like from your shop or do you mean with being used as like a resource for our own folks?

Q Either one. Really, that was kind of a generic question as to what extent, if any, you've been involved --

A Yes.

Q -- at all.

A Then I have.

Q Okay. What has been the extent of your involvement to date in the negotiations?

A My technical expertise.

Q And to whom have you shared that technical expertise?

A With our interconnect agreement representatives and the counsel that's here.

Q And just so the record is clear the negotiators are the people who are actually in the room with BellSouth or MCI WORLDCOM would be Ron Martinez and how else, if you know?

A I remember Sherry. I remember first names. Don is another one. Brian Green from our Interconnect group. I know the other ones but I'm just having a senior moment here. I just can't remember their names.

Q Fair enough. And, of course, counsel that you have indicated would be Mr. O'Roark?

A Yes.

Q And so just so I'm --

A Alan Freinfeld is his name. I'm really good at faces but I'm really terrible at names.

Q That's fine. And so I'm clear you would provide technical support to these various negotiators to the extent a question came up that involved a particular area of your expertise like interconnection or switching. Is that fair?

A Yes.

Q Have you ever testified as a witness on behalf of MCI?

A Never.

Q So this would be your first life experience as a witness?

A Yes, in this arena, anyway.

Q When did you first learn that you would be appearing as a witness in these arbitration proceedings?

A I think a couple weeks ago.

Q And a couple weeks ago would be late July?

A Within the last month.

Q Did you have any involvement in the arbitration proceedings prior to the time that you were first notified that you were going to be a witness? And by that I don't mean the negotiations but the actual arbitration proceedings.

A You mean like gathering information or that kind of stuff or --

Q Well, let me put it this way. Did you, for example, assist Mr. Martinez in drafting his testimony that was filed before you became involved?

A You know, I really don't know. Someone else may have asked me something about that and I might have given it to somebody else and it ended with Mr. Martinez. I really don't know.

Q Let me ask it this way. Did you actually review a draft of Mr. Martinez' testimony in either North Carolina or his direct testimony in Georgia before it was filed?

A I really didn't see anything until after they told me I was going to be in the program.

Q Fair enough. Briefly, Mr. Olson, could you give me a little bit of your employment history prior to joining MCI in 1998? I understand you were employed by AT&T; is that correct?

A Yes. October of '65, when I got out of the Air Force, I hired on with AT&T as a Craftsman and I was a . . . Let's see. Four years I believe I was a Craftsman. Then I became a Staff Assistant. After about a year and a half I was promoted to Supervisor and that was in Chicago, spent a couple of years in Chicago in a -- At the Chicago Three Office which was the busiest switching center in the country at the time.

I went back to Wisconsin on a lateral into the Network Management and Wisconsin Bell's a DDD bureau. I was the AT&T representative to Wisconsin Bell, stayed there until the breakup in I believe it was June of '83.

I was transferred back to Chicago in Fundamental Planning and stayed in Fundamental Planning until June of '98 when I retired.

Q What was your last position at AT&T prior to your retirement?

A I was the Senior Fundamental Planner.

Q I know, like BellSouth, AT&T has a bureaucracy. Could you just give me some idea as to what a Senior Fundamental Planner does?

A I was the top planner for the Intertoll network. At the time, my territory was from Canada to Kentucky and the Mississippi River to Pennsylvania.

I think there was maybe twenty-six 4E's I had at the time and it's been awhile. I forget.

Q That's fine. Were there other Senior Fundamental Planners --

A No.

Q -- at your same level who were responsible for other parts of the country?

A No.

Q No?

A They had territories but they were not Senior Planners.

Q Now, you mentioned that you were responsible for the 4E's or AT&T's toll network; is that correct?

A Yes.

Q And I'm assuming that after divestiture your experience was limited to the toll network since AT&T wasn't in the local market until the '96 act; is that correct?

A Well, in the planning section but when I was in Wisconsin with Wisconsin Bell I actually controlled their local networks. We all pulled duty for a week at a time and that included twenty-four hours a day, seven days a week, and as the person who monitored their network I had full capability for call-out of people so I, in effect, managed Wisconsin Bell's local network.

Q Fair enough. But is it fair to say that from at least June 1983 or shortly thereafter until you retired from AT&T that your job responsibilities were focused on the toll network as opposed to any local service?

A Well, toll, yes, that'd be -- Yeah, and connecting with the local companies with the switches that I put in.

Q And you mentioned in response to my previous question about your experience working with Wisconsin Bell, when exactly was the time period that you were working with the local network in Wisconsin?

A That would be June of -- well, I think it was -- I think it was June of like '75 till '83. At the same time I had the local 4A switch, a rather large responsible area.

Q Am I correct in understanding that after you

retired from AT&T you joined MCI? There was no other employment between your retirement?

A There was, I believe, a seven-week hiatus.

Q That you actually enjoyed retirement?

A Yes. A friend found out I was retired and that's how I ended up working for the company.

Q Are you actually located here in Atlanta or do you have offices somewhere else?

A No. I'm located right here. I'm a Suwanee resident.

Q In understanding the issues related to interconnection which are the issues upon which you're testifying do you believe it's important for the state commissions to understand MCI's local network and how it uses that network to provide local service?

A Yes, I do.

Q And, in fact, on pages thirty-three through forty-two of your pre-filed testimony in Georgia, for example, you go through some -- Mr. Martinez actually goes through some description of that local network; is that correct?

A Oh, if I could find it in here. What you're saying is correct.

Q That's fine. It actually appears on page thirty-three under the heading Interconnection where in response to the Q: Please describe the nature and development of

WORLDCOM's network Mr. Martinez goes for some pages in describing that network.

Do you see that?

A Yes.

Q And would you agree, subject to check, that Mr. Martinez has provided basically the same testimony in his North Carolina direct testimony?

A Yes.

MR. ROSS: For those on the phone, I'm going to be handing the witness a document which you probably don't have but we could fax it if you would like. It's actually attached to Mr. Price's testimony that was pre-filed in the Georgia arbitration.

We will ask that the court reporter make the copies of the exhibits and provide those to all the parties so you will have a copy with your copy of the transcript but if you'd like we can fax it to folks on the phone.

MR. FORDHAM: I don't think I need it. How about you, Michael?

MR. BARRETT: No, sir.

MR. FORDHAM: We'll just get it with the transcript.

MR. ROSS: That's fine. Thank you.

MR. O'ROARK: Are we going to mark this as Olson One, Mr. Ross?

MR. ROSS: Yes.

(Olson Exhibit No. 1 marked for identification)

BY MR. ROSS:

Q Looking at Olson Exhibit One, Mr. Olson, this is a map of a portion of the state of Georgia centered around Atlanta. Do you see that?

A Yes.

Q And this map was prepared I gather by MCI WORLDCOM or at least at its direction since it's marked as such. Do you see that?

A Yes.

Q And as I understand this what this map is intended to depict is the area in which MCI provides local service in the state of Georgia. Is that consistent with your understanding?

A Yes.

Q How many local switches does MCI have in the state of Georgia?

A Four.

Q And do you know approximately where they're located?

A Yes.

Q Where --

A Did I say four? Let's see. Five. I put a new one in so . . .

Q So you've actually got five switches?

A Let me count them out so I don't make a mistake here.

Q That's fair.

A Not having my map in front of me, two, three -- No. I was right. There's only four. The fifth one is in progress.

Q Tell where the four that are currently in service today are located.

A There's three at 250 Williams Street, two are MFS and one is MCI, and then there's another one out at Franklin Street in Marietta. Do you need the facilities?

Q No, not now. And the fourth one that's going to be put in place, where is that --

A The fifth one?

Q I'm sorry. The fifth one. Where is that going to be located?

A It's going to be at Lee Street. I believe the cross is Donally and Lee. 999 Lee Street.

Q Now, Williams Street is, of course, downtown Atlanta?

A Yes.

Q Lee Street, I'm not sure where that is.

A It's about a mile south of downtown. It's where the railroad crosses over Lee Street. Donally's down there.

Q The three switches, the two MFS and the one MCI switch, that are located on Williams Street, are they co-located in a BellSouth central office?

A You know, I don't know who owns that building. I mean they're all in 250 Williams. I've never been there.

Q When is the switch that's being placed on Lee Street going to be up and running?

A Looking at December of this year.

Q What types of switches that are currently in place right now? Are they 5E?

A No. There's a Siemens EWSD at Williams, there's an Ericson AXE, and there's a DMS 500 there and then there's a DMS 500 at Franklin and there's a -- The one that's going in is a Lucent DNCP soft switch.

Q DMS 500, that's Nortell?

A Yes.

Q And the switch that is going in at Lee Street, that's what type of switch?

A It's a Lucent DNCP soft switch.

Q What is that? Is that a new switch?

A It's a new configuration. It's a Class 5 switch. It'll be used for ISP traffic.

Q And when you say it's going to be used for ISP traffic how is it going to be used for ISP traffic?

A It'll be incoming, incoming only when it goes up, and it'll be for Internet customers dialing up to get on the Web.

Q So, for example, a customer to whom MCI WORLDCOM may be providing just local voice service that call would not be routed through the Lucent switch that you're planning on putting in Lee Street?

A Unless they were -- I mean if they were local trying to get on the Web it would go there but that's --

Q Yeah, local voice call, you know, I pick up --

A No, not at this time, no.

MR. O'ROARK: Excuse me one minute, Mr. Ross.

MR. ROSS: Sure.

MR. O'ROARK: Mr. Olson, is any of this information that you're talking about now considered proprietary by your group?

THE DEPONENT: No, cause I'm working with BellSouth. You mean as opposed to your nondisclosure agreement that BellSouth has with us about . . . ?

MR. O'ROARK: Let me just caution you, Mr. Olson, that this is a deposition and it is not subject to any nondisclosure agreement.

THE DEPONENT: Oh, then it shouldn't -- then this is -- I guess would be a competitive advantage for somebody if they knew what we were doing.

MR. ROSS: I don't mind agreeing to treat it as proprietary. Obviously the staff needs to be aware of that.

MR. O'ROARK: If we can just proceed on that, we've got a nondisclosure agreement in Florida for our symmetry case and if we can do something similar here after the fact.

MR. ROSS: It's not a problem.

MR. O'ROARK: Thank you.

BY MR. ROSS:

Q Just a few questions along the same lines, Mr. Olson. Currently traffic from customers that's going to the Internet or to ISP's, is that traffic being routed through one or more of the switches that are currently in place?

A Yes.

Q Is it one or more?

A More. I'm sorry.

Q Is it all of them or is there on in particular that's been designated for that type of traffic?

A No. There's three of them that I'm aware of right now.

Q And which three would those be?

A That's the Franklin and the Ericson and the DMS.

Q So the Siemens switch which I guess is an MFS switch --

A No. Siemens is an MCR and I just don't remember whether it is or not. I know for sure the other ones are because I'm working with that in conjunction with the new switch.

Q Currently with the four switches that are in place in Georgia today approximately what percentage of the traffic that is being routed to the switches is ISP or Internet traffic?

A I don't know.

Q Is it a majority of the traffic or do you have any feel for it whatsoever?

A I honestly don't know.

Q That's fine. In planning the network as it relates to switches and to trunks is the amount of Internet traffic that's going to be carried over that network something that you look at or consider in planning?

A No. The Capacity folks do that.

Q And would the Capacity folks, if you know, consider the volume of Internet or ISP traffic that is going over the network in completing their functions?

A They would take it into consideration. I'm sure that would drive, you know, the decision on what they wanted

to do.

Q And, when you say what they want to do, in terms of if they need another switch and how that switch is going to be configured?

A How to best use the assets that are already there. I mean that's usually what drives any engineer, switch engineer.

Q To your knowledge how many route miles of local fiber does MCI have in place in the state of Georgia?

A I couldn't tell you that. I just don't know off the top of my head.

Q Mr. Martinez in his pre-filed testimony in Georgia had indicated at page thirty-four that MCI has approximately 250 route miles of local fiber and that's at lines eight and nine. Do you see that?

A Yes.

Q Do you any reason to question Mr. Martinez' figure?

A None at all.

Q Now, going back to what we've marked as Olson Exhibit One, is it fair to say that all four switches and all 250 route miles of local fiber are located in the shaded area of the map that is being served by MCI?

A To my knowledge, it is.

Q Does MCI provide local service to any Georgia customer that's located outside of the shaded area on this

map?

A I don't know.

Q Let's assume, for example, that MCI WORLDCOM is providing local service to NationsBank here in Atlanta and I don't know whether it is or not but let's just assume for purposes of my question that it is.

A Uh-huh (affirmative).

Q NationsBank, let's also assume, has a branch in Columbus, Georgia, or Macon, Georgia. Would MCI provide local service to those NationsBank branches or would those NationsBank branches have to get local phone service from someone else?

A I'm really not sure. I would think it would be something that the Account team would look at to find out what would be the most efficient way to do it for the bank.

Q You're not involved in those kinds of decisions?

A No.

Q To your knowledge is there a witness who is going to be appearing on behalf of MCI in these cases who would be in the best position to answer those types of questions?

A I don't know.

Q Mr. Price? Do you know Don Price?

A I don't know any of these folks.

Q Do you know of the 250 route miles of local fiber that MCI has in place in Georgia what type of facilities that

fiber comprises?

A When you say that, do you mean SONET rings or --

Q SONET rings, loops. Just tell me what it is.

A Yes, loops, SONET rings. I mean, I've seen the pictures of the rings and, you know, what buildings they go to but it's something that I classify as LDNR, level of detail not required. You know, I want to know where they connect but I really don't care how they do it.

Q What is LDR?

A LDNR?

Q LDNR.

A Level of detail not required.

Q Level of detail not required. I'll have to remember that.

A Get the fog out.

Q Tell me approximately how many SONET rings does MCI have in place in Georgia, if you know?

A I don't know unless it's listed in the testimony.

Q I didn't see it.

A Quite a few.

Q Other than SONET rings what other types of facilities would be comprised of the local fiber that MCI has in place in the state?

A You mean like direct transmission systems, A to B, that kind of --

Q Yes. I'm assuming that fiber can be used for a lot of different types of things --

A Yes.

Q -- in designing a network and we've identified that at least some portion of the fiber that MCI has in place is used for purposes of SONET rings and I'm just trying to get a feel for what other uses MCI would be putting fiber in the ground for.

A I think probably your best bet would be to ask somebody who's in the transport end of the business.

Q That's fine. Let me ask you to take a look at another document and let's go ahead and have this marked as Olson Exhibit Two.

(Olson Exhibit No. 2 marked for identification)

BY MR. ROSS:

Q Mr. Olson, I'll represent to you that these are several maps that were attached to the direct testimony of Mr. Gary Ball filed on behalf of MCI WORLDCOM in the arbitration in North Carolina. Have you seen these documents before?

A (Reviewing) I don't recognize seeing them.

Q The document that's marked as GB-1 is a portion of what we've marked as Exhibit Two appears to be a similar type of map for the state of North Carolina, a portion of the

state of North Carolina, as opposed to Georgia. Would you agree with that?

A Yes.

Q And, again, this document is reflected as a shaded area of a portion of the state of North Carolina around Raleigh where I gather MCI provided local service; is that correct?

A Correct.

Q How many local switches does MCI have in North Carolina?

A One.

Q And where would that one switch be located?

A Morrisville.

Q Okay. You'll have to help me with my North Carolina geography. Where is Morrisville on this map?

A I believe it's just a little bit by the H in Raleigh, somewhere right in that area.

Q And what type of switch is the switch in Morrisville?

A It's a -- What did I say? I got to say about this. It's an EWSD. It's an Ericson.

Q It's an Ericson?

A Yeah. I should have brought my map up here because I have all the switches, you know, and what they are.

Q That's fine.

A It's a lot of detail.

Q Does MCI have any plans to put any additional switches in North Carolina at present?

A Not at this time, no.

Q Now, according to Mr. Martinez, MCI WORLDCOM has approximately forty-five route miles of local fiber in the state of North Carolina. Do you have any reason to disagree with that figure?

A I wouldn't disagree with that number.

Q And again if I were to ask you the same questions about what the fiber is being used to provide should those questions be directed to someone other than yourself?

A That would be reasonable, I mean, other than -- I mean from the switch to our -- on net buildings -- I assuming you're going past the switching aspect.

Q Yes. So someone else would have to answer those questions?

A I think that would probably be -- You'd be better served.

Q And, again, also if I were to ask you the same type of questions about how MCI would provide local service to customers who are located outside of this shaded area, for example a customer in Charlotte, I would be better served by directing those questions to someone else as well?

A I think so. Too may variables.

Q Let's talk briefly, although I don't have any maps to show you, but let's talk briefly about Florida and Tennessee. Are you aware of how many local switches MCI has in Florida?

A Yes.

Q How many is that?

A We have two in Tampa. Let's see. We have one in Orlando, another one coming up shortly in Orlando. We have three in Miami. We have one in Pompano Beach with another one coming up shortly followed by one right after that.

Q So, if I understood you correctly, currently MCI has seven existing switches, local switches in place in Florida operational today?

A Let's see. Two, four, five, six, seven. Actually eight. That second Orlando is up and ready for traffic two way. That just came up.

Q MCI has eight switches in Florida with another two that are --

A Pending.

Q -- pending --

A This year, will be done by the end of the year.

Q Does MCI have any current plans to add additional switches next year?

A No.

Q The two switches that are operational in Orlando,

what types of switches are those?

A One is an EWSD. That's the MCI original switch there. And then there's a DMS 500 that just went into service.

MR. O'ROARK: Mr. Ross, again we're getting into some proprietary material here. I understand that we've got flexibility to go back and designate things confidential after we're done with the deposition rather than me raising --

MR. ROSS: That's fine. I have no objection to MCI designating any portions of the deposition as proprietary subject obviously to our right to object to such designation but, you know, I don't have a problem with that.

BY MR. ROSS:

Q So the two switches in Orlando, one's a Nortell and one is a Ericson?

A Ericson.

Q And the two switches in Tampa?

A I'm sorry. I have this bad habit of Ericson and Siemens, doing this flip-flop. It's a Siemens EWSD.

Q Siemens. Okay.

A Maybe if I just stick with the designation and not the name I'd be better off.

Q So we have a Siemens EWSD and a -

A Nortell.

Q -- Nortell DMS 500 in Orlando?

A Correct.

Q What about in Tampa?

A In Tampa, EWSD and a Nortell.

Q And the three in Miami?

A An Ericson AXE, an EWSD, and a 5E.

Q And the one in Pompano Beach?

A EWSD.

Q Are any of those switches currently being used or plan to be used for primarily Internet traffic as the case is in Atlanta?

A No.

Q What about the local switches in Tennessee? How many does MCI have there in that state?

A Knoxville.

Q Just one?

A I believe we do.

Q For some reason I thought you were in Memphis.

A Oh, you know what? Thank you. I appreciate it. That's an MCI switch. The Knoxville one is an old Brooks switch.

Q So to the best of your knowledge there's an old Brooks switch in Knoxville and an MCI switch in Memphis?

A Yes.

Q And what type of switches are those?

A The Brooks is a 5E and an EWSD. I should have brought my map.

Q I certainly don't mind if you feel like for completeness sake you would like to have your map. I have no objection to that. I don't know whether you have it handy or not.

A Oh, I'd have to go down to the fourth.

Q I'll leave it up to you.

A If it's an error, I'll advise you.

Q Okay. Do you know how many route miles of local fiber MCI has in place in Florida and Tennessee?

A No, I don't, unless it's in Martinez' testimony.

Q Well, we don't have testimony for those two states but I'm hopeful that you'll put it in in your testimony.

If we could, before we get into the real meat of the deposition, I'd like to see if we can maybe get some definitions and some terminology straight because it seems to me a lot of these terms are thrown around somewhat loosely in the contract as well as the testimony and I want to make sure that you and I have a common understanding as to what we're talking about.

The first is the point of interconnection. What do you mean and how would you define the point of interconnection?

A That's where we physically meet at a specific location.

Q And when you say we physically meet you mean the network of BellSouth and the network of MCI?

A Yes.

Q So in your view is the point of interconnection a physical point?

A That's a good question because I guess conceivably you could -- I mean, I think of it as a physical meet point depending on . . . I mean, I've heard of POI's being designated at a spot that may not be the physical and actual physical connection between the two companies but for my definition I'll go with physical.

Q You mentioned the possibility of there being a designated point of interconnection or POI that may be someplace other than where the networks physically meet.

Is that something that BellSouth and MCI have agreed to or is that something you've heard from other carriers?

A Well, I'm just thinking of like a fiber meet and I don't know how the circuit order people -- When they write their orders, you know, they put the POI on there, how that really shakes out, so it's kind of past, you know, my level of knowledge.

Q I want to make sure I understand what's past your

level of knowledge. In your discussion of the point of interconnection you're talking about where you believe the parties should be permitted to designate points of interconnection; is that correct?

A Right, where we meet. When I talk about it, it's where I want say my trunks to interface with BellSouth and where BellSouth's trunks interface with me.

Q And that's what you mean by the physical meeting of the networks?

A Yes.

Q But the point that may be beyond your expertise is where on a particular trunk order the POI is actually designated by the folks who are actually ordering from --

A Right, because they have different -- I believe they call them ACTALS or -- But I don't know how the forms, you know, are filled out. I'm looking at it from my particular level.

Q Is the point of interconnection different or the same as the interconnection point?

A I would say it's the same.

Q And what about the point of interface?

A Same.

Q Let me see if I can give you a scenario so I can understand what you mean by the point of interconnection.

I want you to just assume a hypothetical network

architecture where MCI has its own facilities from point A to point B and it leases facilities from a third carrier from point B to point C where BellSouth's network actually begins.

So, just so my hypothetical is clear, you have MCI's segment A to B, facilities that MCI leases from a third-party carrier from B to C, and then BellSouth's network from C on.

Where would you define the point of interconnection to B in that hypothetical I just gave you between BellSouth and MCI?

A That's BellSouth.

Q So it would be point C?

A Yes.

Q So the fact that the facilities are leased from a third-party carrier would make no difference in the sense that they're still part of MCI's network?

A Correct.

Q What about same hypothetical but the facilities that are between B and C are leased facilities from BellSouth? So, in other words, MCI's own facilities from A to B, MCI leases facilities from BellSouth from B to C, and then BellSouth's network from C on.

Where would the point of interconnection be in that scenario?

A C.

Q C still. So in your view no matter who MCI is actually leasing the facilities from they're still part of MCI's network?

A Yes. It's where we actually hand our traffic off to you. That's the POI.

Q In your view is there any distinction between the point of interconnection as a physical point and the point at which the parties are financially responsible for let's say reciprocal compensation?

A Run that by me one more time.

Q Sure. When we talk about point of interconnection you've defined that to be a physical meeting of BellSouth's network and MCI's network, correct?

A Yes.

Q And I guess my only question was does the point of interconnection have a different meaning when we're talking about financial responsibility for purposes of transporting terminating traffic?

A Not to my knowledge.

Q Let's talk about issue thirty-two and I believe issue thirty-two is the same issue in all three states so I think at least with respect to this witness we're avoiding the misery of having to cross-reference.

If you have Mr. Martinez' direct testimony in Georgia and I think for purposes of convenience I'm going to

use primarily Mr. Martinez' Georgia testimony because I think it's basically the same as North Carolina and I just happen to have Georgia handy.

If you could look at page forty-four of Mr. Martinez' testimony, at the bottom of page forty-four under issue thirty-two which is should there be any charge for use of joint interconnection facility built fifty percent by each party, Mr. Martinez and you have quoted the language that BellSouth has proposed beginning on line twenty-seven and continues on to the next page.

Do you see that?

A Yes.

Q Has MCI agreed to this language in any BellSouth state to your knowledge?

A Not to my knowledge.

Q What specifically is objectionable about BellSouth's proposed language here?

A I think the objection is that we build a pipe to haul, switch traffic and we both put whatever we want, whatever is switched on there, and we both paid half of it so, you know, why should there be any charges or why should you see a SONET ring as something really that's not -- There's really no primary or secondary in a SONET ring. It's just kind a there.

Q So are there really two issues here? One has to do

with the primary route versus secondary route and the other has to do with the compensation question?

A Yes.

Q Is there anything else objectionable about BellSouth's proposed language that appears on the bottom of page forty-four of Mr. Martinez' testimony?

A Let me just read it again.

Q That's fine. Take your time.

A (Reviewing) The section that talks about we see dedicated transport --

Q What line are you on, Mr. Olson?

A Line two. Unless that falls under just the general objection of treating a SONET ring as separate carriers underneath the SONET designation.

And, of course, the charges associated with the statement -- I mean, I'm just thinking if you object up front to a SONET ring being called something it's really not and then assigning charges that wouldn't be reasonable.

Q I'm not sure I understand that. Can you explain that?

A Well, all the words about charges and how you're going to do it are under the assumption that the SONET ring is fragmented so if that's really not what a SONET ring is then I would think that you couldn't, you know, equate any of those charges against really a SONET ring. That's all I'm

really saying.

Q Okay. And you'll have to bear with me but I'm not a network engineer and often will use wrong terminology but could you explain to me just how a SONET ring works? If you have to draw a picture don't hesitate because most of the folks who work with me do.

A I think the easiest way to explain it is that you think of a SONET ring like a water system and it's got on one end you plug in a hose and on the other end, you know, there's another hose and you have water going into this thing.

It's a circle and if you squeeze one end of it the water still keeps coming out of the other end. It doesn't matter where you squeeze and cut the flow on that ring. The water still comes out the other end.

If you squeeze both ends, of course, I mean then it's going to stop but that's what a SONET ring basically is. Traffic just keeps on going unless there's a catastrophic failure that involves both sides of the ring, the way the fiber's laid in the ground, it just doesn't care.

The system doesn't care what's on it. You never know where anything is at any given time. It works. Something goes in, something comes out.

Q In a SONET ring architecture is there such things as active or standby routes?

A Well, there's primary. I mean all systems are that way. That's redundant backup but they're just -- That's part of the internal nature of the entire system, no different than a switch, really, that has a primary and a backup.

They're all kind of watching what's going on and if they detect an error then the other one automatically just keeps on going and it checks out the error.

Q Is it fair to say that your use of the word primary is the same thing as an active route?

A Yes.

Q And that the secondary route would be comparable to the standby route?

A In old technology and the old Bell System way of -- I mean that's the way all the -- The microwave was standby and active but nowadays it goes so fast. I mean you can say that there's an active but probably at any given moment in time only the person that's, you know, reading the printout would probably know which one it was.

Q Mr. Martinez has provided a diagram I believe of the type of SONET ring architecture that MCI's advocating if I can lay my hands on it. It's page thirty-nine of the direct testimony in Georgia.

A Yes.

Q And just so I'm clear on the left side of this diagram is the MCI switch and MCI's customers presumably and

on the right side is -- It's marked ILEC but let's assume it's BellSouth's customers on the right side. Okay?

A Yes.

Q And in between you have what looks like a fiber ring with what are marked as being fiber handoff points and then beyond the fiber handoff points are what are labeled FOTS.

A Fiber optic terminal. This is essentially the Miami, the new Miami switch connection between us and BellSouth.

Q That's in Miami, Florida?

A Yes.

Q And the fiber optic terminals that are marked here, it appears that all the traffic that is coming from let's say MCI is routed through the fiber optic terminal and then onto the ring through the fiber handoff points; is that correct?

A Yes. All the switch traffic goes up that way.

Q Now, assuming a call is routed from MCI, is being routed through MCI's switch to the fiber optic terminal and on to the ring, when you say that BellSouth is building half of the fiber ring are they building the half of the fiber ring -- What half are they building in your diagram?

A Well, the way this thing works is BellSouth has say a pair of fibers and they actually physically bring them to a manhole outside of our building and then they coil up enough

extra so that we can --

Now, this is if you are starting from scratch so I don't confuse the issue. And they have enough spare fiber in that manhole or vault or whatever it is so that MCI can take that spare, pull it through the ducts, and then haul it through their building and connect it to their fiber optic terminal and then MCI does the same thing.

They go to a manhole that's outside whatever the building is, where the tandem is, leaving enough cable in there so that the BellSouth folks can pull it through their duct work into the building and connect it to their terminal. So that's how the fifty-fifty works.

Q Well, if we could, just lay what you've just described as being kind of the situation of manholes and closets into this diagram.

Where would the fiber optic terminal be located on MCI's side of the network in the scenario you just described?

A Probably it would be inside the building close to the switch more than likely and the same could be said for the other, for the BellSouth one.

Q And where would the fiber handoff points be located? Would those be in the manholes?

A The fiber handoff . . . Interesting question because we have -- Both sides are leaving in a fiber ring to get it all the way to the terminal. I guess in this system

the handoff would be at the terminal for both of us, really, because that's where the connection is.

Q So, basically, although this diagram that's on page thirty-nine of Mr. Martinez' testimony suggests that there is some distance between the fiber handoff points in the scenario you just described in Florida actually the fiber handoff point and the fiber optic terminal are basically at the same place?

A Yes.

Q And so you essentially have on either side of the fiber handoff point the actual fiber that's comprising the ring?

A You think of it really as one piece between the two fiber optic terminals. It's really -- Even though physically it may go down different streets it's really just one piece of equipment.

Q You used the example of a water hose --

A Uh-huh (affirmative).

Q -- in describing how a SONET ring functions. Let's assume that the water is coming from MCI's side of the network and the call is being placed from MCI. Using this diagram where would the call be going to get to a BellSouth customer?

A Well, once it gets to the fiber optic terminal then that's really like a manifold so if the trunk routes were

built to the local tandem then they would come off and be connected through your DAX frame to that tandem.

If they were going to go to, you know, an end office or some other tandem then from that fiber optic terminal going to a DAX it would go to that.

Q I'm trying to make the water analogy fit.

A Oh, you wouldn't really know. I'm sorry. I interrupted you.

Q No. That's okay. I'm trying to figure out how the water analogy fits within this diagram. Is it your testimony that the call could go around the ring, could go one side or the other, no one would really know?

A Yes. It could go top or bottom on that. At any given point in time it could be anywhere on that system.

Q How does the redundancy, which I understand is kind of one of the advantages of a SONET ring architecture, fit into this diagram?

A (No response)

Q In other words, if a call is going any which way how is it that you enjoy the benefit of redundancy in that scenario?

A I guess you have to be technically knowledgeable to understand that that's the basic premise of a SONET, that it's -- And the ring architecture. That's the way it works. The redundancy is that it switches so fast that it just

doesn't fail.

I mean it takes a really catastrophic failure to hose up a SONET ring, multiple. I guess I'm not being clear.

Q No. When you say a SONET ring fails, it's catastrophic, what you're meaning is the whole system just shuts down. Is that what you're saying?

A I'm talking about a major cut on two legs of the ring. You have to understand that anything on either side of that cut, if there are drop-in cert points, they will all still work. It's just that anything on the other side of the break, if there's two breaks, you know, that's where the problem is.

Q Let's assume, going back to this diagram, let's assume that at the bottom half of this ring there is a break. Is the benefit of the redundancy that the traffic will be immediately routed to the top rung of the ring to avoid where the break is currently located?

A Yes. It happens so fast you won't even get a glitch in your data stream.

Q Now I want to go back to the primary versus secondary route. You indicated this is all moving so fast it's impossible to tell whether something is primary or secondary.

A Yes.

Q Do the fiber optic terminals or do the switches

record the amount of traffic that is going over the primary versus the secondary routes?

A I don't know.

Q I thought I understood you to mention that nobody but somebody looking at the data could tell. I'm trying to get a feel for who would be looking at what data or how could they tell?

A I would think the maintenance, the Operations people are probably measured on the performance of their end because the receive side is responsible so their pay is determined so I'm sure that BellSouth has something and I'm sure that we have, you know, some kind of index about how many hits take place on the line, how many times the switch activates, and then, you know, routines are done based on that.

Q Are you responsible for actually developing the SONET rings that MCI puts in its network?

A No. I just say I'd like to have one.

Q And someone else actually does it?

A And then that's a level of detail that somebody else worries about.

Q Okay. That's fine. Let's talk a little bit about transit traffic. What is your understanding of what we call transit traffic?

A That's to another CLEC.

Q This would be traffic from --

A Say from MCI WORLDCOM in Atlanta to ALLTEL.

Q And the reason it was originally called transit traffic is because the traffic is going from an MCI customer to an ALLTEL customer through BellSouth?

A Correct.

Q And is it correct that the reason we have transit traffic is because in the example you gave MCI might not be interconnected with ALLTEL's network?

A Right, or vise versa ALLTEL may choose to use BellSouth as its principal carrier.

Q And presumably if MCI were interconnected with ALLTEL in the example we gave there would be no transit traffic from MCI and ALLTEL through BellSouth?

A Yes.

Q Do you have any feel for how many CLEC's or independents MCI actually interconnects with?

A No, I don't.

Q To your knowledge does BellSouth send transit traffic to MCI?

A Well, if they've got a call from ALLTEL, yeah, I guess they would because they'd have to get to MCI so they'd go through BellSouth and then to us so that's the IXC. Between the two companies, yes.

Q Well, let me see if I can make sure we're talking

about the same thing. In the example where you gave about ALLTEL it was an MCI customer calling an ALLTEL customer through BellSouth's network.

A Yes.

Q Are you familiar with the situation where a BellSouth customer is calling an ALLTEL customer that would necessitate that call being routed through MCI's network?

A I wouldn't think so. I don't believe I know.

Q Is it fair to say, based upon what you do know, that BellSouth is interconnected with just about everybody there is out there who's providing local service if for no other reason than we're legally obligated to do that?

A Well, you're the carrier of last resort, yeah.

Q Are you aware of a situation in which BellSouth has actually sent MCI WORLDCOM transit traffic in the sense that a BellSouth customer is calling a third-party carrier customer and that call has to be routed through MCI?

A I'm not aware of it. There are strange things in Florida I will admit.

Q When we're talking about the SONET ring architecture I believe you indicated earlier that basically any and all traffic is flowing over this ring; is that correct?

A Switch traffic, yes.

Q And that would include transit traffic, correct?

A Yes.

Q Now, assume for purposes of my question that BellSouth, in fact, is not sending transit traffic to MCI WORLDCOM but MCI WORLDCOM is sending transit traffic to BellSouth.

Do you believe that by virtue of that arrangement that BellSouth is conferring a benefit upon MCI WORLDCOM?

A Well, I think the benefit is to the customer that chose BellSouth to, you know, handle the switching for them like ALLTEL. I mean they selected BellSouth to be their like gatekeeper so the benefit really is to ALLTEL to have that function done for them and they ought to pay for it.

Q Well, let's talk again about the example where it's an MCI customer calling an ALLTEL customer.

A Okay.

Q In that scenario and that call is routed through MCI's network that's transit traffic, correct?

A Yes.

Q Is MCI receiving a benefit by virtue of BellSouth providing a mechanism by which BellSouth will essentially transit that call from MCI's network to ALLTEL's network?

A You mean over and above what we pay the transient charge?

Q Let's put aside the cost and cost recovery issue. Conceptually is a benefit being conferred upon MCI's customer

and MCI by virtue of BellSouth providing that function?

A I think it's probably network -- It's efficient from a network standpoint to do it that way.

Q Is it a benefit to MCI?

A Yes. Yes, it would be.

Q And why would it be a benefit to MCI?

A Well, if there wasn't sufficient volume of traffic to go direct to them then from a capital standpoint it wouldn't be a good business decision to do it.

Q And it would be a good business decision for MCI?

A Oh, to route it through BellSouth?

Q No. I'm sorry. In response to my previous question you said there was not a sufficient volume of traffic to warrant direct trunks. It wouldn't be a good business decision.

I'm just trying to clarify a good business decision for MCI to establish those direct trunks --

A Yes.

Q -- to ALLTEL?

A Yes. It wouldn't be good for the customers because essentially -- I mean in the end the customer has to pay for all of it anyway so it wouldn't be good for the customer to just build everywhere if you didn't have the volume to support the need.

Q If you'll look at page forty-five of Mr. Martinez'

direct testimony in Georgia, and this gets to a point that you just mentioned a few minutes ago, on lines twenty-seven through twenty-nine where Mr. Martinez refers to a transiting fee, --

A Yes.

Q -- is it MCI's position that BellSouth should receive a transiting fee for handling transit traffic even over a SONET ring architecture?

A I think it's our position that if we order the trunks for the multiple tandem access and it's a transient call that we ought to pay for that extra switch that occurs at the tandem because it can't hand it off right to one of its own. It's got to go somewhere else with it so that's not unreasonable to pay for that.

Q In going back to the diagram that appears on page thirty-nine --

A Uh-huh (affirmative).

Q -- the ILEC switch/tandem, that's the extra switching that you're referring to if it's going to the access tandem?

A From the ILEC switch/tandem to someplace else. It has to carry it someplace else and that's what I'm referring to where the charge should be.

Q Do you know what the transiting fee is that you're referring to on page forty-five?

A No, I don't.

Q And do you know what the transiting fee is designed to recover, what cost it actually is designed to recover?

A No, I don't. I'm going to make the assumption you're asking for specific as opposed to what I mentioned before, that it's just the extra cost of switching.

Q Well, if you know.

A Yeah. I mean that's as much as I know. I don't know below that how they figure it out.

Q Have you looked at Mr. Varner's rebuttal testimony dated July 20 in Georgia?

A Yes.

Q I don't know if you have that in front of you. Specifically I think it's pages twenty-eight and twenty-nine.

A (Searching)

Q I'm sorry. I led you to the wrong place. It's his direct testimony, twenty-eight and twenty-nine.

A (Searching) I don't have that.

Q Okay. Let me show it to you. It's at the bottom on the page, Mr. Olson, the last Q and A I believe.

A (Reviewing) Okay. I read it.

Q Putting aside our disagreement about whether BellSouth is entitled to recover anything for transit traffic, assume for purposes of my question that a state commission decides that BellSouth should be compensated for

the cost of the actual ring as it relates to transit traffic and that that cost is not recovered in the tandem switching charge that applies to transit traffic.

Do you understand my question?

A Yes.

Q Conceptually do you have any disagreement with the methodology that Mr. Varner is proposing to recover those costs?

A Well, I don't particularly care for a monthly the same -- I mean we have -- If your data systems are current then you ought to be able to track each and every one of them and do actuals unless you, you know, did a wholesale discount or something that made it cost effective to say, okay, from a billing standpoint it's easier just to pay a lump sum and get it over with.

Q You'll have to help me understand that. When you say using actuals as opposed to monthly what specifically are you referring to?

A On every call that requires it. I mean you ought to be able to identify that nowadays through class marks or whatever and then, you know, that would generate whatever charges so you'd be dealing with actuals.

Q Just so the record is clear, the methodology that Mr. Varner's proposing is basically developing a factor that looks at the percentage of trunks that are designated for

transit traffic as a percentage of the total number of trunks in this particular arrangement; is that correct?

A Well, that's what he's saying. You know, looking at it from a trunking standpoint there's just so much that goes into nailing down, you know, one or two trunks whether, you know, time of day or . . .

I suppose they could do it that way I mean as long as both sides agree it was win, win for both sides or even better for one side.

Q But the other option or alternative to developing a factor as proposed by Mr. Varner is what I understood you to say which was actually to look at the actual traffic that is being transited, if you will, over the SONET ring.

What kind of rate or how would you recover the cost associated with the ring as it applies to transit traffic looking at actual data?

A I wouldn't have a clue.

MR. O'ROARK: Mr. Ross, please let us know when you get to a good stopping point.

MR. ROSS: Any time. Any time you'd like to take a break, Mr. Olson, I'm here at your convenience.

THE DEPONENT: Okay.

MR. O'ROARK: We've been at it for about an hour and a half. If you're about to wrap up issue

thirty-two --

MR. ROSS: I believe I'm done with issue thirty-two.

(Whereupon, a recess ensued from 10:35 a.m. until 10:45 a.m.)

MR. ROSS: Let's go back on the record.

BY MR. ROSS:

Q Mr. Olson, I think we had wrapped up issue thirty-two and now I need to march on to issue thirty-three. If I could get you to look at Mr. Martinez' testimony at page forty-six which begins to discuss this issue.

A (Reviewing)

Q I'm at the top of the page, lines four through nine. Is it fair to say that the disagreement on this issue relates to whether the parties have to mutually agree to interconnect using a joint fiber facility or whether MCI can insist that the parties interconnect in that fashion?

A Yes.

Q I don't know if you've got a copy of the parties' interconnection agreement or, I'm sorry, the proposed interconnection agreement.

A No, I don't.

Q Have you actually looked at the contract that has been either negotiated or it's kind of in the process of being worked out?

A I don't know where you folks are or where the team is at as far as ironing our their entire differences. I've seen a model contract but . . .

Q What I'm going to hand you, and I've just picked Florida because it again was convenient, and I'm going to show you Attachment 4. Just so the record is clear, this is the contract that is a proposed contract that is attached to MCI's Petition of Arbitration in Florida and I'm going to show you what is Attachment 4, Section 1.6, which is the section that's somewhat in dispute here.

Do you see that?

A Yes.

Q Have you seen this language before, the talks about joint optical interconnection?

A It looks familiar, yes.

Q And the language in dispute that's in bold in Section 1.6 refers to a joint fiber facility; is that correct?

A Yes.

Q What is the definition or how would you define a joint fiber facility?

A It's where both parties come together and engineer a system that they're both going to use. It's not done by either one side or the other. I mean the actual engineering isn't done by one side or the other.

They agree on electronics, what type, what kind of fiber, you know, the equipment that's going to be used.

Q Is a joint fiber facility the same thing as a fiber meet or a joint optical interconnection arrangement?

A Yes.

Q So you would use all those terms synonymously?

A Yes.

Q And we talked about this earlier but a SONET ring, a synchronous optical network transmission system I believe, how is that related to or different from a joint fiber facility? Are they the same thing?

A Yes.

Q So does every joint fiber facility have to involve a SONET system?

A It would if I was proposing it.

Q Is that a preference or a technical requirement?

A I think it's a service requirement. If you want a top grade of service, you're gonna put a SONET ring in.

Q I want to be clear because the proposed contract refers to SONET joint fiber, joint optical interconnection, and fiber meet. Is it your belief that all of those things mean exactly the same thing?

A Yes.

Q When you talked earlier about what's involved in jointly engineering and operating a joint fiber facility you

talked about the need to coordinate electronics and types of fiber; is that correct?

A Yes.

Q Is there anything else that's involved in jointly operating and engineering a SONET system?

A Well, from an engineering perspective it's looking at what assets both parties have. I mean, the idea is not to spend any more capital on anything if you can help it.

So it's looking at all the different -- From whether there's ducts available to, you know, whether you have to -- Whether there's fiber available already in some location.

I mean there's just a -- That's why you do it together, not in a vacuum.

Q Well, when you say do it together, the issue in dispute is MCI wants the ability to tell BellSouth that it will interconnect through a jointly operated SONET system, correct?

A Yes, any technically feasible. I think that's the language that's used and it's technically feasible.

Q Let's go back to the situation in Florida. You had mentioned in looking at the diagram that Mr. Martinez has testimony that that represented an interconnection arrangement that exists in Florida; is that right?

A Yes.

Q In that scenario are you familiar with the circumstances surrounding that SONET ring?

A Yes. I'm the one that started it or I'm the one that had the BellSouth engineers to agree that it was a good thing to do and we went ahead and did it and then we ran into some stumbling blocks.

Q And, before we get to the stumbling blocks, what is it that prompted you to decide that a SONET system made sense in that particular location?

A It was technologically the superior way to go and it offered the most benefits to our customers, both BellSouth and MCI customers.

In this case it's a switch but, I mean, I'll use that as one company.

Q Sure. Where is this particular SONET arrangement in Florida?

A Miami.

Q Where in Miami is it?

A Oh, let's see. I think the address is Eighteenth Terrace but it's . . . It's the BellSouth GR building I think is where your terminal is and then ours is in the MIN -- It's in the PV building.

Q The M-I-N?

A Well, the CLLI code, the building CLLI code is M-I-A-N-F-L-P-V. That's where our fiber optic terminal is.

Q And CLLI code is C-L-I-I?

A C-L-L-I. Common language identifier.

Q And did MCI already have fiber facilities and SONET equipment in place in that location and wanted BellSouth to build out its half of the ring?

A No. We were both starting from scratch before we looked at, you know, what assets were already in the ground.

Q What was it about that particular location that you concluded made it ideal for a SONET ring architecture?

A Well, we had two switches in that building for one.

Q We being MCI had two switches?

A Yes, MCI, and the 5E was state of the art switch and I knew that BellSouth was bringing up the grande tandem brand new and I thought this was a great way to provide network diversity for your customers.

Q And BellSouth I think agreed at some point in time; is that correct?

A From the onset they agreed.

Q And is it correct that the parties worked together to identify what assets were in place, what type of electronics were necessary, --

A Uh-huh (affirmative).

Q -- what type of fiber was required in order to get this thing to work?

A And in my initial kickoff meeting the engineers

were present at the meeting and they brain-stormed the connections that same day on how they could do it the most efficiently.

Q And by the engineers do you mean BellSouth's engineers?

A Yes, BellSouth's engineers and MCI's engineers.

Q Now, you mentioned some obstacles along the way. What were the obstacles that were encountered in connection with this project?

A BellSouth management.

Q Okay. Could you be a little more specific?

A All I know is that everybody that was involved with the project from BellSouth thought it was a good idea and they were all set to go and they had it all figured out and then it got back I guess into the regulatory group but I don't know for sure.

Q Okay.

A And then all the roadblocks came up and at the end they said, oh, go ahead and do it and then the BellSouth engineers put it in.

Q So eventually it got done. What was the time period between your initial kickoff meeting and when it was actually put in place?

A I'd have to look at my records but it delayed the switch months.

Q Can you just give a rough guesstimate as to the period when you first had the kickoff meeting and when the system was actually in place?

A Well . . .

Q Was it six months or a year or --

A Let's see if it's on this. I'll look.

Q Okay.

A (Reviewing) I'm looking at my pocket daytimer to see if . . . (Reviewing) Well, it was last year sometime. I mean, I could be really specific because I have a folder if it's necessary.

Q If you know offhand. I won't make you dig through your files.

A I thought it was in the middle of the year but I don't remember.

Q Okay. Is it your understanding that one of the obstacles was because the parties had to amend their interconnection agreement to provide for this type of arrangement, if you know?

A I don't remember but I thought that it was already in the agreement but it's been quite awhile.

Q Now let's assume that BellSouth had decided for its own business reasons that a SONET system didn't make sense. The proposal that MCI is advocating, the position that MCI is advocating is that BellSouth should still be required to put

in place the fiber, the electronics, and everything else necessary to jointly engineer and operate a SONET system; is that correct?

A If it's technically feasible, yes.

Q What's typically involved in jointly engineering and operating a SONET system in the way of dollars?

A It can go from pretty cheap to, you know, really expensive if you have to put cable in the ground or fiber in the ground so, I mean, not being a facility engineer I don't know what the costs are per mile for fiber in a city.

Q Assuming that MCI picks a place in Atlanta, let's say, --

A Uh-huh (affirmative).

Q -- where BellSouth has no fiber facilities in the ground, has no SONET equipment in place. Under MCI's proposal BellSouth would be required to put the fiber in the ground, would be required to purchase the SONET systems, the electronics, and everything else necessary to operate and engineer that system?

A Yes, same as us, same as MCI would have to. It probably wouldn't be a good idea on our part because all of BellSouth is everywhere.

Q Well, under MCI's proposal BellSouth would be required to do all these things even though the SONET system might not make economic sense for BellSouth?

A Yes.

Q On page forty-seven of Mr. Martinez' testimony, at line four, Mr. Martinez refers to a typical meet point arrangement.

Are there meet point arrangements that are in place today that are something other than a SONET ring arrangement?

A Well, let's see. I think in Florida, in Fort Lauderdale, we have a ring that goes to your MR building and that's the meet point.

Are you talking about where two facilities come together?

Q Well, I guess in a quote, unquote typical meet point arrangement is it always the case or even usually the case that the meet point is either on or part of the ring?

A I mean to my limited time with the company it has been.

Q For MCI?

A To my knowledge it is, yes.

Q Are you familiar with other interconnection arrangements that BellSouth has with BellSouth that involved meet point arrangements?

A With us?

Q No. With companies other than MCI.

A Oh, no, I'm not.

Q Going back to the diagram on page thirty-nine,

which is the mid-span meet network facility configuration, where is the point of interconnection on this diagram?

A The fiber optic terminals.

Q So we actually have two points of interconnection here?

A You mean on either side?

Q Yes.

A It's . . . That's a good question. Our network ends really at the FOT in the BellSouth building and BellSouth's ends at the FOT in the MCI building.

Q And the FOT is the fiber optic terminal?

A Yes.

Q So other than in the normal situation I think as you defined it as the point where they physically meet in the SONET world as you have described it the points of interconnection actually overlap; is that correct?

A That would be fair to say. I don't know about overlap but it's just that they're extended to the end of the system. It goes back to that scenario you had about A, B, and C, you know.

That's where the traffic actually gets into BellSouth is in your building and, likewise, it gets into MCI's in our building.

Q If you look at page fifty-six of Mr. Martinez' testimony, Mr. Olson, I'm at lines thirteen through sixteen.

I think Mr. Martinez is getting to this point and you can read that if you need to.

A (Reviewing) Okay.

Q Do you see that?

A Yes.

Q Mr. Martinez says and I'm paraphrasing -- You keep me straight here. If I understand what he's saying is that when we're talking about a SONET ring or joint fiber optic facilities he says the facilities do not actually join at the cross-connect point but are part of the seamless fiber ring where there is no physically obvious point denoting where ownership or responsibility for the facility changes but instead are connected or terminated at the FOT equipment.

Do you see that?

A Yes.

Q Would you agree with Mr. Martinez' description?

A Yes. I think that's probably pretty much what I just said.

Q Now, the reference to a cross-connect point, in a typical meet point arrangement is there not a cross-connect point where you truly can physically identify where one carrier's network starts and one carrier's network ends?

A Depending on the technology, yes.

Q But when we're talking about SONET ring joint optic facilities you don't have that kind of point that you can

identify?

A Correct.

Q At page forty-seven of Mr. Martinez' testimony, going back to a typical meet point arrangement, Mr. Martinez cites paragraph 553 of the FCC's First Report and Order.

Do you see that?

A Yes.

Q Have you actually looked at that paragraph, Mr. Olson?

A No.

Q Well, it just so happens, I have a copy and I'll give you a chance to read it. It's kind of a lengthy paragraph (presenting).

A (Reviewing)

Q I may have to stand over you because I don't have an extra copy.

A (Reviewing) Okay.

Q Can I stand beside you so I don't --

A Sure.

Q I don't mean to get between you and your counsel. In looking at this paragraph the FCC talks about limited build-out of facilities; is that correct?

A Yes.

Q And that's the language that Mr. Martinez quotes I believe on page forty-seven, line seven, of his testimony in

Georgia.

A Let's see. (Reviewing) That's the only place where I saw limited build-out written. Have you seen another spot?

Q Well, there's a reference, creation of meet point arrangements may require some build-out of facilities by the incumbent --

A Yes. Well, that matches. Limited build-out matches.

Q And if I understand the point that Mr. Martinez is making and that you're making is that under the rubric of limited build-out of facilities you believe that that requires BellSouth to build at least one half of the SONET system; is that correct?

A Yes.

Q Is it fair to say that nothing in paragraph 553 of the FCC's First Report and Order makes any reference to a SONET system, any explicit reference to a SONET system?

A I don't see, you know, the terminology SONET on there.

Q When the FCC is talking about midpoint arrangements or mid-span meets at least in this paragraph 553 it begins its discussion by talking about neighboring local exchange carriers; does it not?

A Yes.

Q It also talks about in a meet point arrangement each party pays its portion of the cost to build out the facilities to the meet point. Do you see that?

A Yes.

Q And in a meet point arrangement or mid-span meets does it not appear that the FCC is contemplating a point of interconnection that you can physically reference that delineates on carrier's network from another carrier's network?

A I suppose I'd have to agree. It's just not as simple as -- There's one sentence that covers that. I mean each party pays its portion of the cost to build out the facilities to a meet point.

I guess they're trying to get at, you know, a particular spot and the cost associated to get to that one.

Q And would you agree that when we're talking about building a SONET system it's not necessarily just building out facilities? In other words, if BellSouth has no fiber, BellSouth has no SONET equipment in a particular location, what MCI is asking BellSouth to do is put it there?

A Yes.

Q Now, would you also agree that the FCC, at least in the FCC's view, an incumbent's obligation of this limited build out of facilities is not unlimited?

A (No response)

Q I'll specifically direct your attention to the last sentence of paragraph 553.

A (Reviewing) Well, it appears they're laying that on the local commission to decide what's reasonable and what's not reasonable.

Q And again the FCC is talking about in terms of distance. In other words, --

A Yes.

Q -- again the distance from point A to point B that would require it to be built out; is that correct?

A That's correct.

Q If I could get you to look at page forty-seven again of Mr. Martinez' testimony and I'm at the last three lines of this page where Mr. Martinez talks about this SONET type arrangement as being, quote, essentially the method of interconnection to which WORLDCOM and Ameritec, Pacific Bell, and SWBT agreed.

Do you see that?

A Yes.

Q Are you familiar with the method of interconnection between WORLDCOM and those three companies?

A I know -- let's see -- the WORLDCOM one I think in Kansas and Ameritec but I don't recall anything about either Pacific Bell or Southwest Bell.

Q If I'm keeping track of all my corporate

reorganizations I believe Pacific Bell and Ameritec and --

A SBC.

Q -- SBC are now all one company; is that correct?

A That's correct.

Q Do you know whether the method of interconnection to which WORLDCOM, and I'll refer to SBC as being generic for these three companies, was a negotiated arrangement or was it arbitrated?

A Oh, I don't know. I thought the Ameritec went in real smooth. They did it just out of hand as I recall.

Q When Mr. Martinez refers to essentially the method of interconnection are there any differences between the type of interconnection that SBC has agreed to with WORLDCOM and the interconnection that MCI is proposing here?

A I don't know.

Q Now, of course, noticeably absent from this group are our good friends at BellAtlantic, U.S. West, and GTE. Are you familiar with what type of interconnection arrangements those three companies had with WORLDCOM?

A Well, I can speak for United of Florida, Sprint.

Q I'm sorry. Sprint wasn't one on the list.

A Oh, okay.

Q Let's talk about BellAtlantic, U.S. West, and GTE. Are you --

A I don't know.

Q What about Sprint? What is the type of interconnection arrangement that Sprint's agreed to?

A SONET fiber ring.

Q And has Sprint agreed to the language that MCI has proposed which is MCI can dictate to Sprint when a SONET system will be used as the form of interconnection?

A You know, I don't know about that but I just asked them to do one in Orlando and they said fine. They thought it was a good idea.

Q So at least in the case that you're aware of with Sprint presumably -- or you tell me if I'm wrong -- Sprint decided at SONET system was in its best interest as BellSouth did in Florida in the particular scenario?

A Well, I proposed it in Orlando and they said fine and it should be up next month working.

Q And in going to Sprint were you aware of any contractual provision that obligated Sprint to go along with developing a SONET system for interconnection purposes?

A No.

Q Let's look quickly at Mr. Martinez' testimony at page forty-eight. I'm sorry. Page forty-nine. You can read the whole paragraph, if you'd like, but I just have a couple of questions on page forty-nine.

A (Reviewing)

Q In looking at the statement at the top of page

forty-nine where the shared nature of the facilities permits both carriers to have constant visibility to usage over the facilities so as to be able to augment the fiber or turn up additional trunk routes within the fiber is that statement limited or unique to SONET systems?

A No. You can monitor, I mean, all facilities. I don't know the enhanced reports that are available on the SONET as opposed to, you know, some other type of connection.

Q Later on in that same paragraph Mr. Martinez says the FCC's regulation specifically provide for this form of interconnection.

Does that mean to say the FCC has provided for meet point interconnection or mid-span meet interconnection?

A I think it goes to if it's technically feasible.

Q So are you aware of any FCC regulation that specifically obligates BellSouth to construct jointly and operate a SONET system under its obligation to provide interconnection?

A No.

Q If you'll look at Mr. Martinez' testimony at page fifty through fifty-one where Mr. Martinez is citing paragraph 202 of the FCC's First Report and Order. Do you see that?

A I'm looking for it.

Q Okay. It's at the very bottom of the page, the

block quote for example.

A Oh. (Reviewing) Yes.

Q If I understand the point that Mr. Martinez is making is he's relying upon this particular paragraph to suggest that incumbents are obligated to modify their facilities to accommodate interconnection. Is that correct?

A Yes, if modification is necessary.

Q And in MCI's view the construction of a SONET system, putting in the fiber, purchasing electronics constitutes modification of BellSouth's network for interconnection purposes?

A I call that an enhancement. I don't know about a modification.

Q Do you have your rebuttal testimony that was filed in Georgia, specifically pages five through six?

A (Searching) Yes.

Q You're taking Mr. Varner to task for relying upon the FCC's Third Report and Order that does discuss SONET rings in the context of unbundled transport, correct?

A Yes.

Q Would you agree based upon your reading of the FCC's Third Report and Order that BellSouth is not required to construct a SONET ring in order to provide MCI with access to unbundled transport?

A (No response)

MR. O'ROARK: I object to the form of the question. I believe you used the term provide. Does that mean -- Are you talking about a situation where BellSouth had to build new facilities or allow WORLDCOM to use existing facilities?

BY MR. ROSS:

Q Did you understand my question, Mr. Olson?

A No, I was -- When you say unbundled, unbundled is a different meaning than --

Q Well, I'm looking at your testimony, lines twenty-six to twenty-eight, where it says the FCC ruled in its remand order that ILEC's are not required to construct new SONET rings in order to fill new entrants' requests for unbundled transport.

Do you see that?

A Yes.

Q So I'm assuming that's your understanding of what the FCC's Third Report and Order says.

A Yes.

Q Let's go down to the situation in Florida where BellSouth did not have a SONET ring arrangement in place but MCI wanted BellSouth to build one.

Let's assume rather than seeking interconnection MCI went to BellSouth and said we would like you to provide unbundled transport using a SONET ring from the buildings

that currently are being served by the SONET ring that's there now. Okay?

A Okay.

Q Consistent with what you have said here BellSouth would not be required to construct that SONET ring in order to provide that unbundled transport, correct?

A Yes.

Q But by simply changing the nature of the request to ask for interconnection via SONET ring BellSouth would be obligated to build that SONET ring.

Is that your testimony?

A Yes. Switch to switch.

Q Let's talk about issue thirty-four which deals with one-way versus two-way trunking. Just in general, Mr. Olson, what's the difference? What are the differences between one-way and two-way trunking?

A The difference is that traffic going forward in one direction on one of them and -- that's on a one-way trunk -- and on a two-way it flows in both directions and can accommodate different types of traffic over different time periods.

Q So, if I'm clear, in a one-way trunking arrangement in order for MCI to get its traffic to BellSouth and it were using a one-way trunk that would be one trunk group and if BellSouth needed obviously to get its traffic to MCI it would

put in a one-way trunk of its own?

A Or it would put in a two-way and they'd both use the same trunk group.

Q Are the costs different when we're talking about one-way versus two-way trunks?

A Today -- You mean on the switch?

Q Well, I guess you have the facility cost and then you have the termination cost in the switch.

A A port?

Q Yes.

A A port is a port is a port. It doesn't care whether it's working in one direction or two directions, really.

Q So from a trunk termination or switch termination standpoint there's no difference when you're talking one-way or two-way trunks?

A No.

Q What about from a facility's arrangement standpoint?

A It's still a transmit and a receive. It's no difference. You get less bang for your buck with a one-way.

Q Meaning what?

A The one-way is -- It's using up a port on both switches that could work two ways. That's what I mean by that.

Q What is the typical arrangement for paying for two-way trunks as opposed to one-way trunks?

A Can you be a little more specific?

Q Sure. I'm assuming that when MCI orders a one-way trunk to get its traffic from its network to BellSouth's network, what does it typically have to pay to get that accomplished?

A I don't know. I don't know dollar amounts.

Q Without looking at dollar amounts it would have to presumably pay for the trunks themselves?

A Now I'm lost. I'm gone away on this one. Start over, okay?

Q Okay. I'll start again. We've got a situation where MCI wants to establish for its own reasons one-way trunks between its switch and a BellSouth switch.

A Yes.

Q And my question was the cost that typically would be incurred in that type of arrangement from MCI's standpoint --

A How much of it would be --

Q I'm not looking at dollars. I'm just looking at what actually would you have to buy or what do you have to pay for to put that one-way trunk in place?

A It would be the cost of the actual term on the switch and then there'd be a cost for the digital cross-

connect frame. I mean these are all factored in and then from the DAX to the FOT, to the fiber optic terminal, and wherever that facility was going.

Q Now, the trunk terminations or the switch terminations you mentioned, are those the terminations on BellSouth's switch or on MCI's switch?

A On MCI's. And you would have the same cost on your end.

Q So when you set up the one-way trunk to BellSouth's switch you don't actually have to pay for the trunk terminations to BellSouth's switch?

A We don't write BellSouth a check for it, no. I think that's handled some other way but I'm not privy to that.

Q So the costs that are involved -- You mentioned the digital cross-connects, the fiber optic terminations, and the terminations on MCI's switch; is that correct?

A Yes.

Q Are those same basic categories of costs also incurred when you're talking about two-way trunks?

A Yes.

Q Is one difference, though, between two-way trunks and one-way trunks is that in a two-way trunk arrangement you've got another carrier to help cover the cost of the things that have to incurred in provisioning the trunks?

A Well, it's more efficient from a network standpoint for both companies to use two-ways so I mean the costs are -- everybody -- Costs are better.

Q Well, let's go back to the one-way trunk situation we just described.

A Uh-huh (affirmative).

Q All the costs that you described, MCI is going to incur those costs in provisioning a one-way trunk route, correct?

A Yes.

Q When we're talking about a two-way trunk route and these same costs that have to be incurred, are they not being shared by both BellSouth and MCI in setting up the two-way trunk route?

A Yes. They're actually the same as setting up a one-way except you tell the machine it's going to operated in a two-way mode instead of a one-way.

Q So when we're talking about two-way trunks versus one-way trunks the costs are basically the same but in a two-way trunking arrangement the costs are being shared by two carriers as opposed to just by one carrier in a one-way arrangement?

A I don't know if there's a difference in sharing between a one-way and a two-way. I mean both sides have to have a termination on either end and whether it's a one-way

or a two-way is just what you tell the machine to expect to do with it. It's the same equipment for both.

It used to be different but it's not that way any more.

Q What's connecting? When we're talking about trunking, what's actually physically connecting the fiber optical terminals?

A (No response)

Q I mean is there some facility?

A A SONET ring?

Q Yeah.

A Yeah.

Q Fiber?

A Sure.

Q Are we talking about fiber?

A Yeah.

Q And let's not talk about SONET ring right now but let's just talk about normal, you know, fiber interconnection facilities.

A Okay.

Q Someone's got to pay to put those facilities in place, correct?

A At some point in time they do, right.

Q Now, in a one-way trunk group arrangement presumably the carrier who's originating traffic, is being

sent across those facilities, will pay for the fiber or whatever facility is actually connecting the networks; is that correct?

A I don't know if they actually pay. I think there's probably some kind of compensation worked out based on minutes of use or something but, you know, I don't know what the details are.

Q Is that question more appropriately directed to someone who's more involved in the interconnection trunks as opposed to the those switches?

A Well, in billing as opposed to, you know, what I look at.

Q Are two-way trunks always more efficient than one-way trunks?

A It depends on what you're trying to accomplish with the trunk. I mean if you're doing 911 and you just want one way out or if you're doing directory assistance or something like that but aside from that two-ways are always more efficient than one-ways.

Q What about if -- and I think this may get to your point -- if traffic flows predominantly in one direction is it efficient to use two-way trunks?

A It is efficient from a network standpoint until you reach a point, you know, where traffic -- Where you do traffic studies and the traffic tells you to do something

different but a two-way trunk is always the best.

Q So even when we're talking about 911 or directory assistance where the traffic is predominantly one direction you would say two-way trunks make sense?

A No. 911 is always one way. It never goes the other way. It always goes one way.

Q And it always because it's always one way or because the volume of calls is such that it's -- I mean it's predominantly one way?

A It's always one way. If it's always one way like 911 or directory assistance that's what I mean. Nothing would come back the other way.

Q What about trunk routes that are handling Internet traffic all one way?

A You mean and there was never anything coming the other way?

Q Well, let's take the situation in Atlanta where MCI is placing a new switch to handle UUNET traffic from its UUNET customers headed to the Internet.

A Yes.

Q Do you envision any trunks or any traffic going back to the UUNET customers?

A Not unless technology changes and allows it to be done.

Q So in the scenario where we're talking about

Internet traffic at least in this context of Atlanta and the new switch that MCI is putting in place are those going to be one-way or two-way trunks?

A They're going to be one-way because if you put two-way in they you'd have to put E911 trunks in to all the PSAP's and because there would be a remote possibility that a call might go the other way so then you'd have to take care of 911 concerns.

Q PSAPS, P-S-A-P-S?

A P-S-A-P. It's just a clearinghouse for emergency.

Q So at least in the context we've described MCI has made a conscious decision to use one-way trunk routes to avoid other trunking obligations that would be inherent in using a two-way scheme?

A That would be fair to say, yes, to ensure that no calls would ever come back the other way and then we would be in violation of our responsibilities to provide 911 service.

Q So we've at least identified a couple of circumstances where MCI apparently uses or tends to use one-way trunks in its network, directory assistance, E911, and some type of Internet arrangements; is that correct?

A Yes.

Q Are there any other circumstances under which MCI uses one-way trunks in its network in the Bellsouth region?

A Well, we were forced to put in those -- Now I'm

trying to think of what the vertical service is that you guys have to get to your carrier billing or your wireless building or something but there's only one way to do it. I can't --

Q Don't look to the lawyers for help on this one.

A It's not 211 but it's one of these special access codes that BellSouth sells to its customers but -- and it's for billing I believe -- but unless you direct it to your TOPS switch it gets blocked. It won't work.

So we had to build special trunking, one-way trunks, to the BellSouth TOPS to serve BellSouth's vertical service network. We didn't get anything for it.

Q Other than that are you aware of any other circumstances other than what we've previously described where MCI has one-way trunks in its network?

A I think busy line verification may be or intercept, you know, operator. Intercept.

Q Okay. Anything else?

A I don't believe so. Now, do you mean between us and BellSouth or do you mean --

Q Well, let's talk about between MCI and BellSouth and then within MCI's network with other carriers as well.

A We use one-way if we're going to re-home a code between switches and then our customers are -- Because there's a sixty-six day lag with the LERG you'll make the -- I'm sorry. L-E-R-G.

You'll make the routing change known to everybody in the world and then they'll make their changes and start pointing the codes at the new switch where the code is being moved to but then our customer --

You have to get to our customers so we'll put in a one-way trunk route from that new switch down to where the customers still are and that way as you physically move the customers up you never have to bother the other companies with routing changes.

Q But that sounds like a temporary use of one-way trunks.

A Yes. Well, sometimes it could last a long time.

Q Let's go back to any other circumstances other than what you've previously described where MCI would use one-way trunks in interconnecting with BellSouth?

A I don't think so.

Q And of the circumstances you've described are there any other situations in which MCI would use one-way trunks within its own network or for purposes of interconnecting with carriers other than BellSouth?

A Other than operator type?

Q Uh-huh (affirmative).

A Not to my knowledge.

Q If I could get you to look at your rebuttal testimony in Georgia, page eleven.

A (Searching)

Q And here in your rebuttal you're addressing the issues that Mr. Varner has raised as it relates to one-way versus two-way trunking and at bullet point six you make the statement that WORLDCOM will perform the administrative control function of two-way trunks.

Do you see that?

A Well, unfortunately, I don't have the numbers on mine.

Q Oh, I'm sorry. Your Georgia rebuttal at page eleven.

A Here we go.

Q Bullet point six.

A (Reviewing) Oh, WORLDCOM will perform the administrative control function of the two-way trunks, yes.

Q Why is it that MCI will perform that function?

A Why do we want to?

Q Yeah. Why is it that -- I mean in a two-way trunking arrangement presumably BellSouth's traffic is flowing over the same trunk routes.

A Yes.

Q Why is it that MCI wants to control the traffic over the trunk route and why would BellSouth be inclined to let MCI do that?

A We control the two-way trunk routes now like IXC's.

So if it's a two-way we want to be able to monitor the amount of traffic and determine what augments are required and make sure that happens.

Q You say you control the administrative function on two-way trunk routes for access traffic. Is that what I understood you to say?

A The IXC group, yes.

Q Now, the IXC group, it's two-way traffic but does that mean to say it is long-distance traffic that is coming from BellSouth's customers as well as to BellSouth's customers?

A Well, I mean, it works in both directions, you know, whatever traffic is put on that particular group.

Q Do we have trunk groups now, a single trunk group now in place let's say in Georgia that is carrying both access traffic and local traffic over the same trunk group?

A You know, I couldn't say for sure without looking at the charts to see what's actually on the . . .

Q Now, with respect to access traffic, let's assume for our discussion purposes that we have trunk groups that carry access traffic, equal access.

Your view is that in those two-way trunk group arrangements you've got long-distance calls that are being placed to BellSouth's customers and long-distance calls being placed by BellSouth's customers, correct?

A Yes.

Q And MCI wants to be able to monitor that traffic to determine whether or not augments are necessary to that particular two-way trunk group, correct?

A Yes.

Q Now, of course, with long-distance traffic BellSouth can't currently carry that traffic on its own, can it?

A Correct.

Q But with local traffic obviously we're talking about a little different situation, correct?

A Yes.

Q Can you envision a circumstance under which BellSouth may want to have some say-so in the administrative control over two-way trunks that are carrying its local traffic?

A I think they do just on an ongoing basis depending, of course, on the relationship of the two traffic engineers but that's something that's not done in a vacuum.

Q So your testimony is that even though WORLDCOM will perform the administrative control function of the two-way trunks your view is that that doesn't mean that BellSouth doesn't have a say in that process?

A It's not that they wouldn't have a final say but a traffic engineer would be foolish not to solicit all the

information they could because nothing is ever black and white.

Q And am I correct in understanding that it's MCI's proposal that whenever MCI wants a two-line trunk group put in place that MCI also wants to control the administrative function, the administrative control function of that two-way trunk group?

A Yes.

Q And whether or not BellSouth agrees the two-way trunk group is necessary and whether or not BellSouth agrees that it should cede the administrative control function to MCI your view is that you're entitled to that anyway?

A Yes.

Q In looking at page thirteen of your rebuttal where you make the statement that -- lines four through six -- that BellSouth is interconnected with noncompeting independent telephone companies via two-way trunks for years and has not raised any concerns regarding the issue with them.

Do you see that?

A Yes, top of the page.

Q When we're talking about traffic between BellSouth and independents do you have any sense for to what extent the traffic is balanced?

A No, cause it's probably all BellSouth proprietary information.

Q Well, let's assume for our purpose of discussion that the traffic between independents and BellSouth is relatively balanced in terms of traffic originating from independent customers to BellSouth and traffic from BellSouth customers to independent customers.

Does that same situation exist between BellSouth and MCI?

A I don't think so.

Q Do you have any feel for the traffic imbalance that exists between BellSouth and MCI?

A Unfortunately not.

Q Why is it that you believe that there is not a balance of traffic between BellSouth and MCI?

A Internet.

Q In other words BellSouth's residential customers calling --

A Whomever.

Q -- dialing ISP's served by MCI?

A Yes, and this is based on, you know, my short time here. What I've seen that drives the network.

Q I want to get a feel for how this issue of two-way versus one-way trunks is related to the issue of interconnection points.

Do you believe that there's any connection between two-way and one-way trunks and the dispute that we have about

the point of interconnection?

A I don't think so.

Q Do you have Mr. Varner's direct testimony in front of you again?

A (Nods head affirmatively)

Q Look at page thirty-one and thirty-two of his direct testimony.

A (Reviewing) Which one did you want me to look at?

Q I think you might have a different -- Let me walk around and show it to you and see if you can find it.

A Oh, I don't have his direct.

Q Okay. That's fine. Let me show you and you can take a look at this. What I would really like would be for you to concentrate on bullet points two and three and you certainly can read the whole Q and A.

A Okay. (Reviewing) I understand your previous question now.

Q Okay. Well, in Mr. Varner's direct testimony he identified a couple of concerns as to how the issue of one-way versus two-way trunks can affect the point of interconnection.

I did not see that you responded to either of these points in your rebuttal testimony. I'd like to get you to be able to respond to those concerns here.

What is your response to Mr. Varner's discussion of

how the issues are related?

A Well, I think we, MCI, have the right to name the point of interconnection, period. Now, it may not always be advantageous to us, which one we select, but we should have the ability to determine what the POI is going to be.

Q And we'll talk about that in a minute but let's assume that we're talking about the point of interconnection for BellSouth's originating traffic.

A Yes.

Q And let's assume for our discussion purposes the state commission disagrees with your position and concludes that BellSouth does, in fact, have the right to dictate or establish the point of interconnection for its originating traffic.

How is it that the issue of two-way trunking versus one-way trunking is related to that question?

A It may call into question whether you would use them, use two-ways. I mean it could delay implementation of trunking. It depends on how reasonable the two traffic engineers are that are looking at it, you know, how they're trying to solve the problem.

Q Let me see if I can -- Let me just walk around here for a second. Mr. Varner states on page thirty-one of his direct testimony in Georgia that because two-way trunks carry both company's originated traffic requiring two-way trunks

allows a CLEC to determine the interconnection point for BellSouth originated traffic.

Do you agree or disagree with that statement?

A You know, say it one more time so I --

Q I'm just reading lines -- Mr. Varner states that because -- and I'm only focusing on the first sentence -- because two-way trunks carry both company's originated traffic requiring two-way trunks allows a CLEC to determine the interconnection point for BellSouth originated traffic.

Do you agree or disagree with that statement?

A Yes, it does. Confirms what we're asking for, what we believe should be the case.

Q Mr. Varner states on page thirty-two of his direct testimony in Georgia, line seven, if a CLEC could require two-way trunks the CLEC would most likely select an interconnection point very close to its switch and elect two-way trunks via a tandem switch.

Do you agree or disagree with that statement?

A I disagree.

Q Where would MCI most likely select an interconnection point?

A I guess a very good example is my new switch project in Pompano Beach. I selected the point of connection for our two-way trunks and out outgoing at the Fort Lauderdale co-location but because BellSouth had a facility

in our building already, an OC48, I thought from a network perspective the best thing was to have the connection for BellSouth's trunking right in our building off of their facilities and that way I would provide network diversity and it was the best decision all around.

Q Are those two-way trunks?

A No. Those are one-way. We don't have any two-ways other than those IXC's.

Q So, just so I'm clear, in the circumstance you've described in Florida if MCI had its way you would establish two-way trunks between your switch in -- Where was it, Pompano Beach?

A Pompano Beach.

Q What's on the other end of those trunks in Fort Lauderdale?

A On the other end is the co-location building and your tandems. BellSouth's tandem is there.

Q What's in MCI's co-location in Fort Lauderdale, if you know?

A I think it's Fort Lauderdale tandem, access tandem, or do you mean the facility?

Q What facilities do you have in your co-location arrangement in Fort Lauderdale, if you know?

A They're fiber but I don't really know.

Q So you --

A See, it's never really that simple. That's where the reasonable people are trying to solve a reasonable problem, get things done.

Q And when you say it's not that simple is that because there are kind of network issues that have to be taken in account in every situation we're talking about?

A Yes, and capacity issues. Right now BellSouth is out of capacity getting into Pompano and they may have to lease facilities from us, from or CoLo back to our switch.

Q Is it fair to say that trunking is very much a case by case or case specific issue?

A I think that would be fair to say.

Q Let me ask you one other thing. In going back to your rebuttal at page nine through ten and what I would like to do -- I'm almost done with issue thirty-four, issue thirty-five should be short and sweet, and then maybe take a little break for the court reporter, maybe some lunch break, and then march on and I hope to be done by -- If we can come back by, you know, 1:00-ish we'll be finished by 3:00.

MR. O'ROARK: That sounds fine.

BY MR. ROSS:

Q If you look at page nine of your rebuttal where you're quoting paragraph 219 of the FCC's First Report and Order.

A What was the Q? (Reviewing) Okay. Yeah. All

right. Page ten.

Q If you can just take a minute to read that, please.

A (Reviewing) Okay.

Q I want to make sure I understand the point that you're making. Here we're talking about paragraph 219 and the extent to which the FCC has discussed two-way trunking and in particular you quote this following sentence from paragraph 219 of the FCC's First Report and Order.

We conclude here, however, that where a carrier requesting interconnection pursuant to Section 251-C2 does not carry a sufficient amount of traffic to justify separate one-way trunks an incumbent LEC must accommodate two-way trunking upon request where technically feasible.

Do you see that?

A Yes.

Q I'm unclear at to what your interpretation of the phrase where a carrier requesting interconnection pursuant to Section 251-C2 does not carry a sufficient amount of traffic to justify separate one-way trunks really means.

Can you help me understand that, please?

A Well, there's a economic point before you can really justify building trunk groups that stand by themselves. I guess a similar thing would be like twenty-four channels on a carrier. Up to a certain point so many channels you'd have to use before you would pay like a single

rate and then once you exceeded like twelve or thirteen then it would be more desirable and more efficient to buy the whole T-1 and go from there.

Well, the same is true of trunking. Traffic studies are done to determine, you know, when that point is that the volume justifies building something separate just to sustain that volume. Is that clear?

Q I'm not sure I understand it completely. You state on the bottom of my page ten where you're interpreting what that phrase means and you say what it means as:

It permits the CLEC, not BellSouth, to use one-way trunks if the CLEC's traffic justifies one-way trunks. If a CLEC finds that its traffic does not warrant one-way trunks it has the right to order two-way trunks and BellSouth is obligated by this paragraph and the regulation previously cited to provide them.

A Yes.

Q What if a CLEC's traffic does not justify two-way trunks? Is MCI still entitled to insist upon two-way trunks?

A Yes.

Q So that's what gives me trouble in trying to understand what it is that this language that we just quoted from the FCC's First Report and Order really means. Maybe if you can try it again.

I mean do you agree that it clearly contemplates a

situation or suggests a situation where there's not enough traffic to justify separate one-way trunks? That's what it says, correct?

A Yes.

Q And what situation would that be where there's not sufficient amount of traffic to justify separate one-way trunks?

A There could be maybe half a dozen calls or so placed from say an MCI customer that go to an end office served by BellSouth but because we're in a modular engineering mode, twenty-four channels, it really wouldn't make sense to tie up twenty-four terms for three terms' worth of traffic.

So then you have to send that traffic -- If you didn't have a two-way to that end office you'd have to send that traffic up to the tandem and then BellSouth would have to switch that to their end office and it would be more costly for BellSouth to do that.

So in this case if the end office trunking was two-way it would be sized really on the amount of traffic that's coming from BellSouth and it would accommodate, you know, the scattered calls that come in. It would just be more efficient use of it.

Q So in the scenario that you've just described where there may be twelve calls you read the FCC's First Report and

Order to indicate that you, you being MCI, can either elect to use one-way trunks or because the sufficient amount of traffic may not justify one-way trunks can opt for two-way trunks?

A Yes.

Q Now let's assume a scenario where you've got a mountain of traffic that does, in fact, justify two-way trunks.

Is it MCI's position that it can insist upon two-way trunks in that scenario as well?

A Yes.

Q So when is it that this situation -- Aren't you rendering basically meaningless the language that what the FCC is talking about, a limited amount of traffic to justify separate one-way trunks?

A I don't think so. I'm really not a lawyer so --

Q Okay. Well, and that's fine. I'm not asking you really a legal question. I'm asking you kind of as a practical question.

If I understand you correctly, when traffic is really slight you can insist upon two-way trunks and when traffic is really great you can insist upon two-way trunks, correct?

A Yes.

Q So you can insist upon two-way trunks under an

scenario?

A Regardless.

Q Let me ask you to take a look at the language that BellSouth has proposed for trunking and ask you whether you've seen it before and this is the proposed interconnection agreement attached to MCI's arbitration petition in Florida and I'm going to show you several pages. It's paragraphs 2.1.1.2 through 2.1.1.4 and then flipping over to 2.1.1.8 and 2.1.1.9.

Have you seen that language before?

A Let me scan this real quick.

Q Okay. That's fine.

A (Reviewing) Was that 11.9.1?

Q 2.1.1.9 and all the -- It's got several subparts.

A Okay. (Reviewing) Lengthy.

Q Have you seen that proposed language before?

A I've seen some of that because I just remember some of the key words.

Q Having read that proposed language what is objectionable about what BellSouth has proposed?

A I don't think after just looking at it this time that I could really give you a decent answer.

Q Then what I'd ask is a late-filed exhibit to the deposition, that Mr. Olson provide a detailed description of what specifically is objectionable about the language that

BellSouth has proposed on this issue as it relates to trunking.

A There are some points in there but --

Q That's fine and I don't want to take the time necessarily if you haven't had a chance to study it to, you know, make you read through it over and over again. I think it would be more expeditious if we could have that as a late-filed exhibit or we can take the deposition again. Your choice.

MR. O'ROARK: Let me make sure I understand what you're asking for. You want us to look at this language and give you a point by point assessment of where we disagree?

MR. ROSS: Yes. And that would be, just so the record is clear, BellSouth proposed Section 2.1.1.2, 2.1.1.3, 2.1.1.4, 2.1.1.8, and 2.1.1.9 including all applicable subparts.

MR. O'ROARK: All right. We'll take a look at that.

BY MR. ROSS:

Q Mr. Olson, while you've got that in front of you, if you could look at 2.2.6 which I can't quite tell is whether it's language that the parties have agreed to or whether it's still in dispute.

A (Reviewing) 2.2.6.

Q The paragraph says that at MCI's request BellSouth shall provide unidirectional traffic on two-way trunks for MCI's originating traffic affectively operating them as if they were one-way trunk routes.

What does that mean?

A When you do something like that it's generally that something else is planned and that if you -- By putting it in the way it is in one direction when you reach the next step then it's an electronic change and then things can work the way you want them.

I guess a good example is in Orlando with Sprint the trunks are put in as two-ways but they're only going to be used as one-way but next year Sprint is supposed to have their billing and recording system upgraded so that they can be used at two-way and then it will make the transition to traffic that much easier and cheaper for both parties.

Q Just so I'm clear here, this particular provision as I read it would say, okay, MCI orders a two-way trunk group but then has the right at its election to essentially treat it as a one-way trunk group?

A Yes.

Q Now, in the scenario that you just described with Sprint does Sprint have the right to come to MCI and say, okay, we're ready now to turn that functional one-way trunk group into a two-way trunk group as it was designed?

A If that was -- I mean, the reason for doing it?

Q Yeah.

A Then we would be waiting for them to let us know to upgrade the network. I don't know, you know, it's a right. It would be something that had been worked out, you know, between the engineers knowing that this was coming up and that was the best way to treat the traffic.

Q Is there anything in that language in paragraph 2.2.6 which would give BellSouth the right to come to MCI and say, okay, that two-way trunk group that you ordered that you're now using as a one-way trunk group we want to use as a two-way trunk group?

A Would that prevent you from doing it or give you the right to?

Q Yes. Is there anything in that paragraph that says that?

A No, not really.

Q So we're going through and asking the state commissions to arbitrate MCI's right to dictate two-way trunk groups that under this particular provision they could then turn around and ask be used as one-way trunk groups?

A Say that again. I got mixed up in my thoughts on that.

Q Issue thirty-four is asking the state commissions to arbitrate the extent to which BellSouth is obligated to

provide and use two-way trunk groups yet there's language in this agreement which would purport to give MCI the right to take those two-way trunk groups and use them as one-way trunk groups?

A Yes.

Q Let's talk briefly about issue thirty-five and you may want to keep that agreement in front of you. Issue thirty-five deals with what MCI calls combination trunk groups or what BellSouth calls a super group; is that correct?

A Yes.

Q And BellSouth has agreed to provide MCI with a combination trunk group or super group, correct?

A Yes.

Q And if you'll look at the language in 2.1.1.9.5.1.

MR. O'ROARK: BellSouth proposed language?

MR. ROSS: Yes.

THE DEPONENT: Super group architecture?

MR. ROSS: Yes.

THE DEPONENT: (Reviewing) Okay.

BY MR. ROSS:

Q In this proposed language, and this is language proposed by BellSouth, BellSouth is committing to providing a super group arrangement under certain circumstances, correct?

A Yes.

Q And does it not specifically provide that a super group is by definition a two-way trunk group?

A Yes. Well, it says must meet the two-way trunking requirements described in the . . . Oh, on a single two-way trunk group. Yes, it does.

Q Is there anything under issue thirty-five in dispute between the parties that's not already the subject of dispute under issue thirty-four which two-way versus one-way?

A Let me look at thirty-five.

Q That's fine.

A (Reviewing) Well, that appears to agree. I mean this one says what we're saying here.

Q Okay?

A Yes.

Q So it doesn't appear that there's anything in dispute as it relates to issue thirty-five that's not already the subject of our dispute under issue thirty-four?

A Yes, assuming that this one is adopted, yeah.

Q When you say assuming this is adopted --

A I mean that this is, in fact, the first sentence is -- I mean it's a given. It's two-way.

Q I guess the point of the question is BellSouth has proposed language which would allow MCI to have a combination trunk group and that combination trunk group would be a two-way trunk group and that's essentially what MCI is asking for

under this issue?

A Yes.

MR. ROSS: Why don't we go off the record.

(Whereupon, a discussion ensued off the record and then the luncheon recess ensued from 12:45 p.m. until 1:05 p.m.)

MR. ROSS: Let's go back on the record.

BY MR. ROSS:

Q Mr. Olson, I do want to clear up one thing before we move on to issue thirty-six and that has to do with something we talked about, issue thirty-two, which was the proposal by BellSouth by which MCI would compensate BellSouth for handling transit traffic.

As you recall, I referred you to the direct testimony of Mr. Varner that was filed in Georgia.

A Yes.

Q And just so the record is clear the proposal that Mr. Varner has outlined is that BellSouth proposes that MCI would pay a monthly recurring charge to BellSouth for the availability of access facilities provided by BellSouth for transit traffic and Mr. Varner proposes the charge would be based upon a factor using the ratio of MCI's transit traffic to its total trunks in a given joint optical interconnection facility; is that correct?

A Yes.

MR. ROSS: Are you guys on the line?

MR. FORDHAM: Lee Fordham is here.

MR. ROSS: I'm not sure if Michael is going to join us but we'll keep pressing on.

MR. FORDHAM: Yeah, go ahead. I'm sure Michael will be dialing in soon.

MR. ROSS: Okay. Not a problem.

BY MR. ROSS:

Q Let's talk about issue thirty-six which I think you have identified as being one of the primary issues in dispute at least with respect to the issues you're covering; is that correct?

A Yes.

Q Let me see if I can find the language that's actually in dispute and I'm using the agreement from North Carolina and I believe it's Section 1.3 and 1.3.1 of Attachment Four.

Is that consistent with your recollection?

A (Reviewing)

MR. O'ROARK: Mr. Ross, is there some reason we're moving from the Florida agreement to the North Carolina one?

MR. ROSS: Only because the portion of the Florida agreement that we're going to talk about in a minute I have marked up.

MR. O'ROARK: Fair enough.

BY MR. ROSS:

Q Have you had a chance to look at the language in Section 1.3 and 1.3.1?

A I'm doing that right now.

Q Okay.

A (Reviewing) Done.

Q Would you agree that the issue in dispute here is whether BellSouth has the right to designate the point of interconnection for its originating traffic?

A Yes.

Q And what MCI is seeking is the right to designate the point of interconnection both for its own originating traffic as well as BellSouth's originating traffic, correct?

A For all traffic, right.

Q The other section in dispute here according to the petition is Section 2.1.4 of Attachment Five so you'll need to flip to Attachment Five and Mr. O'Roark can help you with that and look for Section 2.1.4.

A (Reviewing)

Q And Attachment Five deals with co-location and I'll ask you to agree with that subject to check. This particular section, 2.1.4, deals with the demarcation point for co-location purposes.

Do you see that?

A Yes.

Q How does the demarcation point and the point of interconnection relate to one another?

A How are they different?

Q My question was how are they related to one another. I don't know if they're different or not. You tell me.

A (Reviewing) I'm unclear. I need to go deeper to understand the difference or the connection between MCI's CoLo equipment and BellSouth's equipment if they're talking about things like universal -- I'm just unclear.

Q Okay. That's fine. I don't want you to have to guess or speculate. But in your experience based upon what you're read the point of interconnection that MCI is seeking with respect to issue thirty-six as it relates to SONET ring architecture and the like --

A Yes.

Q -- is that something different than a place in a co-location arrangement where the parties' networks may --

A I would say it is different.

Q In helping understand the interconnection -- I'm done with that. In discussing interconnection I'm assuming you've had a chance to look at Mr. Varner's exhibits that were attached to his direct testimony in Georgia.

A No.

(Plaintiff's Exhibit No. 3 identified)

BY MR. ROSS:

Q We've already marked this as Exhibit Three and I'll hand that to you. I'll give you a chance to study these. I'll give you a chance to take a look at the exhibit. I'll represent to you that the basic network architecture is the same for all four pages of this exhibit but that the calling patterns change and we'll talk about each of them in just a second.

A (Reviewing) Okay.

Q Just so the record is clear what I've handed you and what we've marked as Exhibit Three to your deposition is Exhibit AJV-2 to Mr. Varner's direct testimony in Georgia, Docket 11901U, and this exhibit consists of four pages.

The first page contains a diagram of a network architecture between BellSouth and MCI and I don't want to suggest for a moment that this is, in fact, an actual depiction of the network. It's just being used for illustration purposes.

A I understand because we don't have this setup now.

Q When you say you don't have this setup now, what does that mean?

A You mean in today's network?

Q Yeah.

A We don't have -- We don't serve any customers say like in the Dublin rate center.

Q Got it. Okay. And I thought I understood you to say in response to earlier questions that you were not sure how or even if MCI would serve customers outside of the greater Atlanta area where it's currently providing local service.

A Yes.

Q Looking at this diagram it does depict an MCI switch in Atlanta and it does depict customers in BellSouth's switch in the Macon local calling area and the Dublin local calling area here in Georgia.

Do you see that?

A Yes.

Q And I'll represent to you and ask you to agree subject to check that both Macon and Dublin are in the Macon LATA and Atlanta is in a different LATA. Would you accept that subject to check?

A Yes.

Q In this kind of situation where traffic is being handled across LATA boundaries it is MCI's position that MCI is willing to place a point of interconnection in each LATA because of the constraint on BellSouth's ability to transport traffic across LATA boundaries, correct?

A Yes.

Q So let's assume for discussion purposes and just for illustration purposes that the point of interconnection that MCI agrees to use is at the BellSouth tandem switch which is in the Macon local calling area.

Do you see that?

A Yes.

Q So let's just mark that as the point of interconnection. If I could ask you to flip over and look at page two and there is an error on this exhibit that I need to correct.

You see the number one, --

A Yes.

Q -- the customer in Dublin, actually the number one should be the customer in the Macon local calling area so if you'll scratch that out and write that on that document.

A (Complies)

Q What we're assuming here is that an MCI end user in Macon wants to call a BellSouth end user in Macon and that the MCI end user is the figure marked A and the BellSouth end user is the figure marked B.

Do you see that?

A Yes.

Q Now, if MCI's switch is in Atlanta and is providing a dial tone to this customer in Macon the call would go from the Macon end user to the MCI switch, be trunked back to the

Macon local calling area to the BellSouth tandem, then to the BellSouth end office switch, and then onto the BellSouth end user, correct?

A Yes.

Q And because that call is being transported and terminated by BellSouth MCI would pay reciprocal compensation for at least a portion of the traffic, correct?

A Yes.

Q And in MCI's view where would the reciprocal compensation charges basically start and end?

A At the POI.

Q At the point of interconnection?

A (Nods head affirmatively)

Q Is that correct?

MR. O'ROARK: You need to give a verbal response.

THE DEPONENT: Oh, I'm sorry.

BY MR. ROSS:

Q Is that correct?

A Yes, at the point of . . .

Q And we've assumed here the point of interconnection is the --

A Tandem.

Q -- tandem so reciprocal compensation would apply only for the transport that BellSouth provides from the

tandem to the end office on to the end user, BellSouth end user, correct?

A Correct.

Q First of all, there's no dispute between the parties as to this particular calling arrangement, --

A No.

Q -- an MCI user calling a BellSouth end user?

A If that was the way the network was set up that's the way it would work.

Q Let's flip to page three. In this diagram we've assumed that an MCI end user in Dublin is going to call a BellSouth end user also in the Dublin local calling area and again assuming the networks are structured this way the call would be routed from the MCI end user in Dublin to MCI's switch in Atlanta, trunked back to the BellSouth tandem in Macon, back to the BellSouth end office in Dublin, and then on to the BellSouth end user in Dublin; is that correct?

A Yes.

Q And again no dispute as to --

A No. That's the way the network would work.

Q And reciprocal compensation again in that arrangement MCI would pay BellSouth for the transport and termination of the call from the point of interconnection at the tandem in Macon to the end user customer in Dublin?

A Correct.

Q Okay. Let's flip to the last page. Here's where I think we have the problem. This assumes that a BellSouth end user in Dublin is calling an MCI end user in Dublin as well.

Now, assuming this network architecture, the BellSouth end user would pick up the phone, the call would go from the BellSouth end user to the end office switch in Dublin, be carried to the tandem switch in Macon, trunked from the tandem switch in Macon to MCI's switch in Atlanta, and then carried back to the MCI end user in Dublin, correct?

A Correct.

Q And what's really the source of dispute is the cost to BellSouth of taking the call from its end user, to the end office, to the point of interconnection at the tandem in Macon, correct?

A Correct.

Q And even though in this diagram we've got LATA boundaries the problem or the dispute arises even within a LATA, correct?

A Yes.

Q For example Columbus, Georgia, which is in the Atlanta LATA, this same problem or dispute would arise if a BellSouth end user in Columbus is picking up the phone calling an MCI end user in Atlanta?

A Yes.

Q Would you agree that reciprocal compensation is

paid by the originating carrier to the terminating carrier for the cost of transporting and terminating local traffic?

A Yes.

Q If I could ask you to look at page fifty-eight of Mr. Martinez' direct testimony in Georgia.

A (Reviewing)

Q The Q is: Will BellSouth be fairly compensated if a single interconnection point in designated by WORLDCOM? Do you see that?

A Yes.

Q And the answer is yes. And, if I understand the answer correctly, Mr. Martinez takes the position that when WORLDCOM chooses an interconnection point in the LATA the transport charges that WORLDCOM must pay as part of the transport and termination for local calls will compensate BellSouth for the use of its network; is that correct?

A Correct.

Q Now, in the scenario that we've just described and that's reflected on page four of Exhibit Three we have a BellSouth end user calling an MCI end user, correct?

A Correct.

Q So in that scenario is reciprocal compensation being paid to BellSouth?

A Yes.

Q So BellSouth is the originating carrier, the calls

terminating on MCI's network --

A We get the comp from the completed call.

Q So the answer is there would be no reciprocal compensation paid to BellSouth?

A No.

Q And, in fact, BellSouth would be paying reciprocal compensation to MCI; is that correct?

A Yes.

Q So is it fair to say that in this diagram that we depicted the cost of BellSouth taking the call from its customer, to the end office, to the point of interconnection at the tandem would not be recovered by BellSouth through reciprocal compensation?

A Yes.

Q Let's reverse the call flow and assume that the MCI customer is calling the BellSouth customer.

MR. O'ROARK: Are you referring to the same page?

MR. ROSS: Yes. I'm sorry. Page four.

BY MR. ROSS:

Q I think you've already made this clear but I just want to make it clear. The reciprocal compensation obligation of MCI would only apply from the point of interconnection to the actual BellSouth customer; is that correct?

A Correct.

Q So MCI would not seek to recover the cost, any cost it might incur in transporting the call from its end user in Dublin to its switch in Atlanta back to the point of interconnection at the tandem in Macon?

A Correct. Cost of doing business.

Q Let me ask you to look at Mr. Martinez' testimony at page fifty-four.

A (Reviewing)

Q I'm at lines nineteen through twenty-two on at least my copy where it says moreover, BellSouth's proposal. . . Do you see that?

A Yes.

Q You make the statement that BellSouth's proposal to designate several points of interconnection for its originating traffic within the LATA would either require WORLDCOM to build facilities to BellSouth's offices unnecessarily or pay to transport BellSouth's originating traffic.

Do you see that?

A Yes.

Q Is it not possible that MCI could also pay another carrier for the use of its facilities?

A If there was a carrier there.

Q So there's several options here. Your testimony

identifies, of course, MCI can build its own facilities, it can lease facilities from BellSouth, but a third option would be that it could lease facilities that are there from another carrier; --

A If they were available.

Q -- is that correct?

A Yes.

Q Going on in that same paragraph you make the statement that BellSouth's position is inconsistent with the FCC's policy holding that new entrants may choose any technically feasible point of interconnection and is inconsistent with development of efficient network architecture.

Do you see that?

A Yes.

Q When you talk about efficient network architecture, efficient for whom?

A I'm talking about the efficiency of an embedded base of whoever happens to be the predominant carrier.

Q So when you're talking about the development of an efficient network architecture are you speaking in terms of making BellSouth's network more efficient or are you talking about an efficient network from MCI's standpoint?

A Well, I'm really talking about the efficiency of any network that's already there and I mean it could be ours

or it could be BellSouth's or anybody else.

Once you build a facility because the cost of construction is so tremendous you're not going to put in ten pairs, fibro pairs. I mean you're probably going to put in a much larger cable and the efficiency is to use what's there as opposed to putting in new stuff.

So that's what I mean by the efficiency. Utilize your assets, what's already there, what's on the books.

Q So, if I understand correctly, in your view it is efficient to make use of BellSouth's existing network rather than MCI to either construct facilities of its own or purchase facilities from other carriers or lease facilities from other carriers?

A It would be an economic decision, yes.

Q An economic decision from whose standpoint?

A Oh, from MCI whether it was to BellSouth or whether it was to lease high cap from somebody.

Q In determining whether the development of a particular network architecture is efficient do you believe the commission should consider the cost to all the carriers that are affected by that particular architecture?

A Don't they? I thought they did.

Q My question to you is do you believe they should. Whether they do or not, do you believe that's a fact the commission should consider?

A Yes. I wouldn't say that it would be proportional to the utilization for whoever has the base but it wouldn't be unreasonable to ask, you know, people to bear the cost of that.

Q I'm sorry. For who to bear the cost of what?

A Well, the group that you talked about. You know, I mean that there would be more -- That carriers would share in that.

Q So you believe it's reasonable for carriers to share the cost of that kind of architecture?

A As long as that wasn't the intent to put it in in the first place. You know, if that's not a factor really in considering the economics of doing it to begin with.

If it gets to the point where you can take advantage of it, you know, that's fine but that shouldn't be one of the indicators for driving the economic decision to spend the capital to put something like that in.

Q I'm not sure I understand.

A When you decide to serve an area, say like Dublin, I mean whether you're going to put in a hundred pair of cable or two hundred pair or whatever, you know, that's an internal decision based on what your forecasts are and what the growth projections are and everything else and then you go ahead and do that and nine times out of ten those forecasts are going to be wrong so you're going to have excess capacity laying in

the ground that you're not making any money on. That's what I mean.

When you decide to do something you decide it based on it's going to help you, not that somebody else is going to use it, and later on if it happens that you can get more utilization out of this, whatever you spent this money, then you're really better off for it as opposed to just letting it sit there doing nothing.

Q Just so the record is clear, when you use the pronoun you you're referring to BellSouth?

A BellSouth, yes.

Q So BellSouth, if I understand your testimony -- If BellSouth has spent the money to put in a two-hundred pair cable in the Dublin area and it's got excess capacity on that arrangement your view is that it is efficient for MCI to be able to make use of that excess capacity rather than build its own capacity, correct?

A Yes, because BellSouth is depreciating the cost of that capital plant over time anyway so you're going to make a return on it. It's better for the customer all around to use the assets that are there.

Q Well, do you believe that a customer who is using assets should pay for those assets?

A Interesting question. It's anti-capitalistic to say yes. I think opportunities come up and you should take

advantage of them. How's that?

Q I'm not sure you answered my question.

A You're right.

Q Call me crazy but --

A If it's a joint operation to begin with and to accomplish a joint goal then, fine, I think everybody should throw in but if somebody does something and it doesn't work out then, no, I don't think other people should bail you out.

Q Well, let me make sure I understand. So, in other words, if MCI and BellSouth had jointly sat down and worked out an arrangement by which BellSouth would essentially take traffic from its customers to the end office to the point of interconnection and we sat down ahead of time and worked all that out your position would be that as part of that arrangement MCI should compensate BellSouth for that, essentially the use of its assets?

A Yes.

Q But if we haven't had that advanced planning, BellSouth has made a decision to put in the two-hundred pair that you identified, has the excess capacity and MCI just simply wants to make use of that excess capacity without any preplanning, MCI should not have to pay for the use of that capacity?

A Yes, as long as -- We're talking about single channels where it would be randomly placed on these channels

as opposed to actually reserving T1s or DS3s for MCI's use. That's really the distinction I'm talking about.

Q So your distinction would be let's say a DSO. If it's a DSO, MCI should be able to make use of it at no cost to MCI?

A Well, they should be able to use the facility if it's available as part of the network, the switching network, and how that goes from point A to B, how those channels are selected or circuits are selected.

If they're already up and in service and if there's spare at the time and it can be connected, yes.

Q In going back to the diagram, page four of four, would you construe the facilities from the end office to the tandem switch as being just part of circuit switching?

A Yes, because -- And the reason I do is because that same DSO could be used by that same customer in Dublin to call a BellSouth customer in Macon.

Q So in the situation where MCI needs a DS1, DS3, OC48, pick your transmission, --

A Uh-huh (affirmative).

Q -- your view would be that MCI should compensate BellSouth for the use of that kind of capacity?

A If it was reserved strictly for our use that would not be unreasonable to expect that.

Q Looking at Mr. Martinez' testimony, page eighty-

five, lines six through eight, you say BellSouth's position has the effect of either forcing WORLDCOM to build out our network all over the LATA or to lease trunks from BellSouth.

Do you see that?

A No. I'm in the wrong one.

Q I'm sorry. Page fifty-five of Mr. Martinez' direct testimony. Lines six through eight on page fifty-five.

A (Reviewing) BellSouth's position has the effect of either forcing . . . Yes.

Q Are you suggesting that BellSouth is asking MCI to replicate the entire BellSouth network?

A Yes.

Q So it is your view that under BellSouth's position MCI would have to build facilities to every end user customer that BellSouth serves, provide switching in every end office at every tandem, and provide trunking to connect all the switches together?

A I think we're talking about to the end offices, to your end offices.

Q Okay. So in your view the replication that's on is the connections from the end office to the tandems?

A Yes.

Q Is it your view that BellSouth is asking MCI or even seeking to require MCI to connect to every end office?

A Yes.

Q Are there more than one end offices in a local calling area?

A Yes, there could be more than one.

Q Going back to our diagram and the assumption that MCI selects a point of interconnection at the tandem, what kind of capital costs are involved in establishing a point of interconnection?

A Unfortunately, I don't do strategic planning. I'm kind of after the fact.

Q To your knowledge has MCI done any analysis as to the cost of establishing points of interconnection in each local calling area?

A Boy, I really don't know. I'm sure that, you know, new markets, they do that but I don't know specifically of any.

Q Do you know to what extent MCI has done any analysis as to the cost of establishing a point of interconnection by leasing facilities from other carriers besides BellSouth?

A No. That would all be part of that strategic planning group.

Q Could I ask you to take a look at your rebuttal testimony at nineteen?

A (Reviewing)

MR. O'ROARK: Mr. Ross, because the pages

don't correspond, if you can give you give us the question.

MR. ROSS: Sure. Yeah, as soon as I can find it. Actually, never mind. I think I'll ask you about . . .

BY MR. ROSS:

Q I'm sorry. Page twenty-one The Q is: Does WORLDCOM's position impose additional costs on BellSouth?

A (Reviewing) I have a problem here.

Q Okay. I'll bring it around to you.

A Yes, that would be . . . (Reviewing) Okay.

Q If I understand your testimony on that point your position is that MCI is not seeking to impose any additional costs upon BellSouth; is that correct?

A That's correct.

Q Going back to the example on Exhibit Three, page four of four, where we had the call from the BellSouth end user in Dublin to the MCI end user in Dublin, how is it that MCI is proposing that BellSouth recover the cost of transporting or hauling that call from its end user, through the end office, to the tandem in Macon?

A As part of your embedded costs to serve that area.

Q Does that mean to suggest that MCI's position is that BellSouth ought to recover its costs of handling that traffic from its end users?

A I think what we're saying is that there is an embedded cost regarding of us to serve that area and that those calculations should take into account all the plant that's in that area and whether it's idle or spare, you know, or who causes it to work doesn't really, you know, play into it I don't believe.

Q Well, if BellSouth were serving both of the end users in Dublin the call would never leave the local calling area, would it?

A Correct.

Q And the only embedded cost to provide that service would basically be from the end user customer, to the end office, to possibly another end office or more likely directly to the end user, correct?

A Correct.

Q And the only reason that BellSouth is having to take the call from its end office in Dublin to the access tandem in Macon is because MCI's desire to have a single point of interconnection within the LATA and here in our example in Macon, correct?

A Correct.

Q Let me ask you to look at Mr. Martinez' direct testimony at fifty-six and I'll preface all of these questions with the understanding that you are not a lawyer --

A Thank you.

Q -- but like you, like Mr. Varner and others, have a tendency to cite FCC rules and I just want to get your understanding of what those rules mean and what they say.

But the bottom of page fifty-five, top of page fifty-six you make the statement, therefore, it is clear that the FCC rules do not limit potential interconnection points to a location at every tandem within a LATA nor do they limit potential interconnection points to a location in each ILEC local calling area as proposed by BellSouth.

Do you see that?

A Yes.

Q And you cite several provisions of the FCC's First Report and Order --

A Yes.

Q -- in connection with that response. Do you see that?

A Yes.

Q And, if I could, I want to ask you about a couple of them. You cite paragraph 209 of the FCC's First Report and Order. Do you see that?

A Yes.

Q And would you agree with me that the FCC there is talking about giving competing carriers the right to deliver traffic terminating on an incumbent LEC network at any technically feasible point?

A Yes.

Q And would you agree that according to the FCC, Section 251C2, lowers barriers to competitive entry for carriers that have not deployed ubiquitous networks by permitting them to select the points in incumbent LEC network at which they wish to deliver traffic, correct?

A Correct.

Q And then the FCC goes on to make the point that the competing carrier would have a financial incentive to act rationally essentially by virtue of the reciprocal compensation that has to pay for the transport or termination of local traffic, correct?

A Correct.

Q Now, that economic rationality would only extend to MCI originating traffic since that's the only traffic for which it's paying reciprocal compensation, correct?

A Correct.

Q You also cite paragraphs 549, 550, 551, 553, and I believe it's supposed to be 554 in your testimony.

A Yes.

Q And I was a little bit confused about those references because I believe all those references relate to co-location and you can take a quick glance at -- It's 549.

A (Reviewing) See, 549 talks about technically feasible interconnection.

Q And then 550?

A (Reviewing) 550 is talking about co-location but it's talking about the interconnection that's available.

Q Let me ask the question and you can look at it if you like. Is there anything in any of the paragraphs that we're looking at, 549, 550, 551, 553, or 554, which states specifically that MCI can designate the point of interconnection for purposes of BellSouth's originating traffic?

A No.

Q Can I ask you to look at paragraph 199 of the FCC's First Report and Order and I believe I highlighted that.

A (Reviewing)

Q I don't mean to suggest you only have to read the highlighted part.

A Uh-huh (affirmative). (Reviewing) I'm finished.

Q In the last sentence of paragraph 199 the FCC makes the following statement. Of course, a requesting carrier that wishes a technically feasible but expensive interconnection would, pursuant to Section 252D1, be required to bear the cost of that interconnection including a reasonable profit.

Do you see that?

A Yes.

Q Is MCI willing to pay for the cost of an expensive

form of interconnection?

A If we thought that it would be the best thing for our network we probably would.

Q Is MCI willing to pay BellSouth for the cost it incurs in complying with the form of interconnection that MCI is requesting?

A I couldn't answer that.

MR. O'ROARK: I object to the form.

BY MR. ROSS:

Q You couldn't answer because you don't know or because --

A I don't know.

Q Let me ask you to look at your rebuttal testimony at page seventeen. It's did the FCC reject a point of interconnection proposal made by MCI in a local competition order?

A (Reviewing) Yes.

Q Are you familiar with what MCI specifically proposed to the FCC as it relates to a point of interconnection?

A No.

Q Have you ever seen MCI's proposal to the FCC?

A No.

Q Do you know in what respects, if any, MCI's proposal to the FCC is different than what MCI is proposing

here?

A No.

Q Let me turn to issue thirty-seven and I think we'll be done. If I can ask you to look at Mr. Martinez' direct testimony at page sixty-three which deals with issue thirty-seven and specifically the proposed language on page sixty-three.

A (Reviewing)

Q Do you see that?

A What's the first sentence?

Q It has WORLDCOM proposed language which prohibits trunk fragmentation, issue thirty-seven. It should be right there.

A (Reviewing) Here we go.

Q And it's the language at the top of page sixty-three.

A (Reviewing)

Q Do you see that?

A Yes.

Q And the issue in dispute here is that WORLDCOM has proposed the following language which basically provides that BellSouth shall provision trunks without any user restrictions, e.g., option for two-way trunking where mutually agreed to and no trunk route fragmentation by traffic types except as specified in this agreement.

Do you see that?

A Yes.

Q Now, the two-way trunking issue is the same issue we have in dispute under issue thirty-four, correct?

A Yes.

Q What type of trunk group fragmentation is MCI seeking to prohibit in this provision?

A Single groups for transit traffic I think designated as CLEC group.

Q What else?

A As opposed to specific groups it would just be the ability to put whatever type of traffic on that group other than special purpose kinds of -- When I say special purpose, I mean like 911 or the directory but being able to put anything on the group and not require a separate group just to serve that.

Q Can I get you to look at Mr. Martinez' direct testimony, page forty.

A (Reviewing)

Q Page forty, beginning at lines twenty-two down continuing on to the next page. Mr. Martinez is describing the traffic that MCI believes should be segregated and I'm assuming segregated and fragmented is the same thing.

A Yes.

Q And he basically identifies five groups of traffic

types that ought to be segregated. He's got on one hand a trunk group that carries local traffic, nonequal access intra-LATA toll traffic and local transit traffic to other CLEC's, correct?

A Correct.

Q And then a separate group, trunk group for equal access inter-LATA or intra-LATA inter-exchange traffic. The transit is BellSouth's network, correct?

A Correct.

Q And a separate trunk route for 911, E911 traffic?

A Correct.

Q A separate trunk route connecting WORLDCOM switch to BellSouth's Operator Services Center, correct?

A Correct.

Q And then a separate trunk route connecting WORLDCOM's switch to BellSouth's Directory Assistance Center?

A Correct.

Q Is the only trunk route fragmentation that BellSouth is proposing that MCI doesn't agree with is the transit traffic?

A To my knowledge it is.

Q And what is the objection to having transit traffic on a separate trunk route from MCI's standpoint?

A It's not efficient.

Q In what respect is it not efficient?

A Non-efficient use of the existing assets.

Q How so? Can you elaborate on that?

A Depending on the volume you're going to build modular so you're going to build -- You'd have to build twenty-four and you may only have three DSO's or the traffic because of the community of interest between MCI and the other CLEC's so it'd really be wasteful.

If you put it on a two-way group you'd be taking advantage of all the different times of busy during the day so you'd better utilize the trunk route.

Q Can you think of any reason from BellSouth's standpoint why you would want transit traffic coming from MCI or to MCI on separate trunk groups?

A If their billing system wasn't up to date or if their ability to record wasn't current it'd be a technical . . .

Q So for billing purposes it may be necessary for BellSouth to be able to segregate transit traffic from, quote, unquote local traffic?

A They'd have to identify, be able to identify what kind of call it really is on the network.

Q Are you familiar with the issue that is in dispute between the parties as to the reciprocal compensation and who should pay it for transit traffic?

A No, I guess not. I'm thinking of something else.

Q That cuts off the next fifteen questions. Okay. Mr. Olson, I believe that concludes my questions. I would like that the late-filed exhibit that you agreed to provide e go ahead and make as Exhibit Four to the deposition so that all the parties including the commission staff who get a copy of it will have that as well.

A That's fine.

Q And if I could ask that you provide a copy to me as well as to the court reporter so she can have a copy of that exhibit in case the North Carolina or Tennessee commissions ask for a copy.

A That would be fine.

THE COURT REPORTER: What would you like to do about signature?

MR. O'ROARK: We'll reserve the right to read and sign.

(Deposition concluded at 2:03 p.m.)

C E R T I F I C A T E

STATE OF GEORGIA)

COUNTY OF WALTON)

I hereby certify that the foregoing deposition was taken down, as stated in the caption, and the questions and the answers thereto were reduced to typewriting by me; that the foregoing pages 3 through 138 represent a true, correct, and complete transcript of the evidence given on August 14, 2000, by the deponent LEE OLSON, who was first duly sworn by me; that I am not a relative, employee, attorney, or counsel of any of the parties; nor am I a relative or employee of attorney or counsel for any of said parties; nor am I financially interested in the action.

This, the 24th day of August 2000.

Peggy S. Herrin
Certified Court Reporter
Certificate No. A-1067

(Seal)

E R R A T A S H E E T

I have read the within and foregoing pages numbered 3 through 138 and no changes are required.

This, the _____day of_____ 2000.

_____

Deponent

I have read the within and foregoing pages numbered 3 through 138 and the following changes are required as a result of the transcription thereof:

Page_____Line_____

Reason:_____

Page_____Line_____

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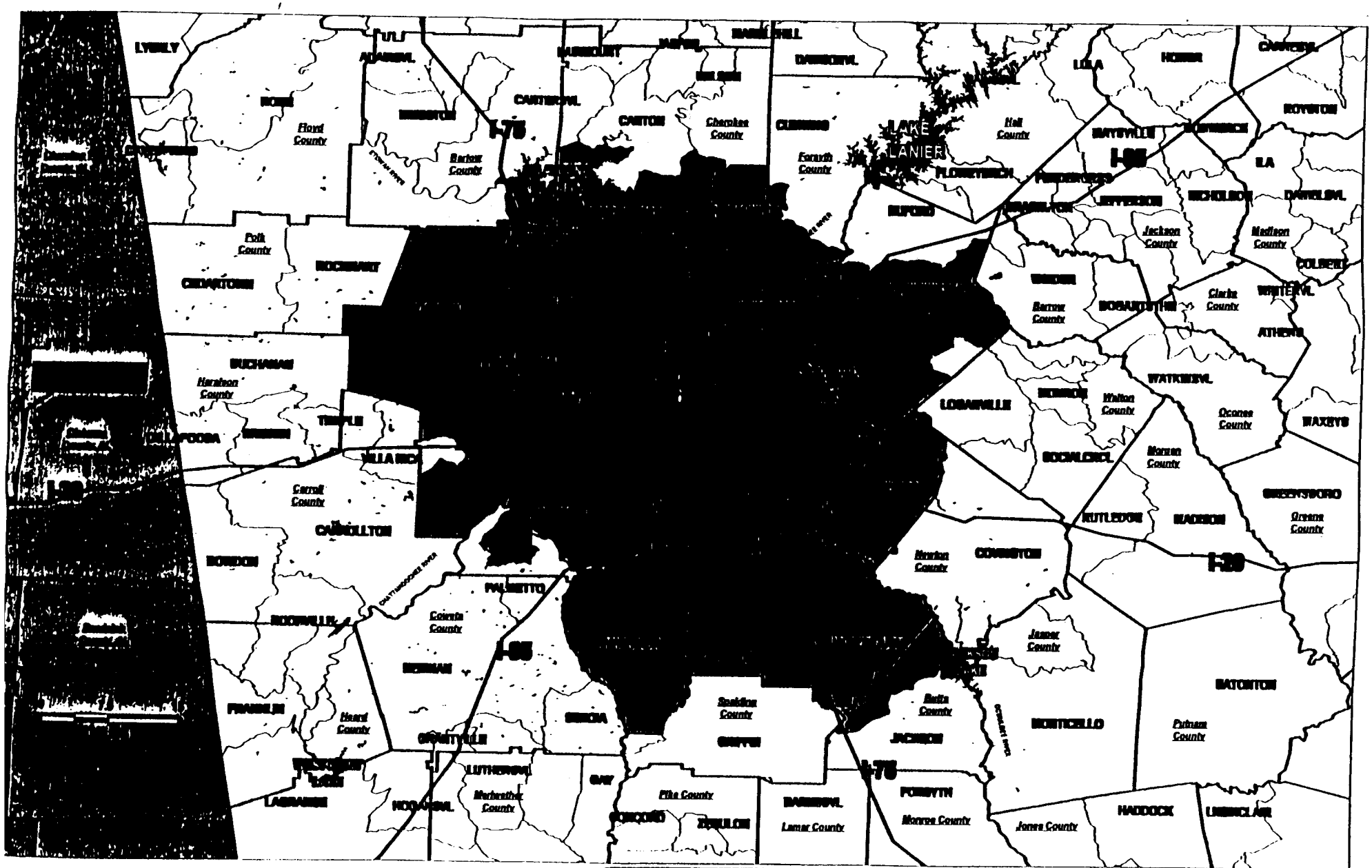
Reason:_____

This, the_____day of_____ 2000.

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PSH Deponent

ATLANTA - MCI WORLDCOM LOCAL SERVING AREA MAP



MCI WORLDCOM

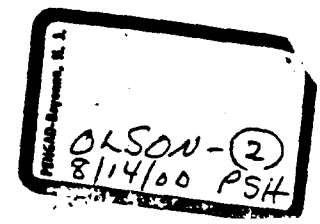
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8/14 PSA

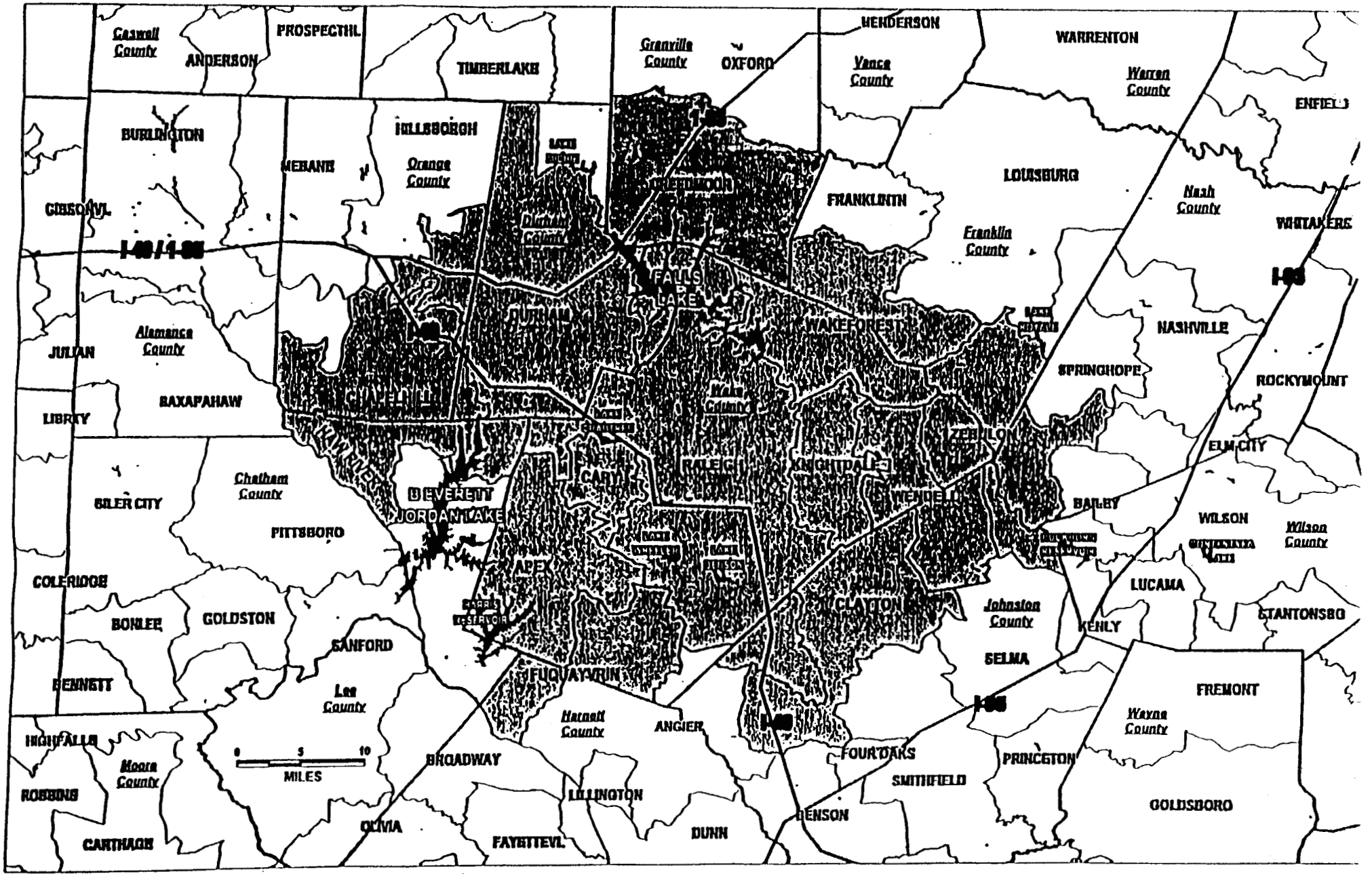
MCI WORLDCOM SERVED RATE CENTER

TESTIMONY OF GARY BALL
DOCKET NO. P-474, Sub 10

EXHIBIT GB-1



RALEIGH - MCI WORLDCOM LOCAL SERVING AREA MAP



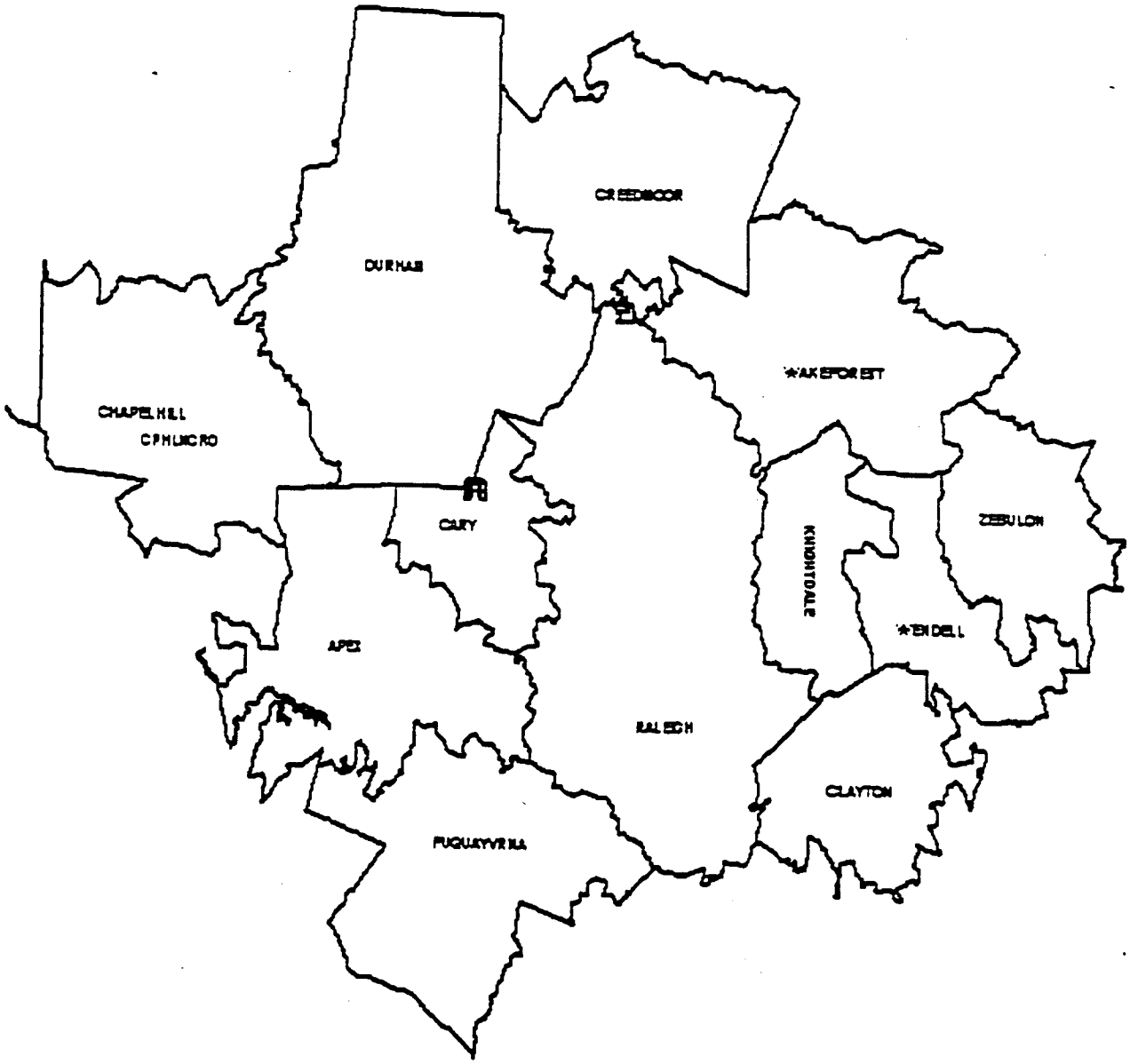
MCI WORLDCOM

MCI WORLDCOM SERVED R : CENTER

TESTIMONY OF GARY BALL
DOCKET NO. P-474, Sub 10

EXHIBIT GB-2

MCIWCOM Served Rate Centers and Switch Location
(Raleigh NC, market)



TESTIMONY OF GARY BALL
DOCKET NO. P-474, Sub 10

EXHIBIT GB-3

Bell South End Offices/Tandem and MCIWCOM served Rate Centers

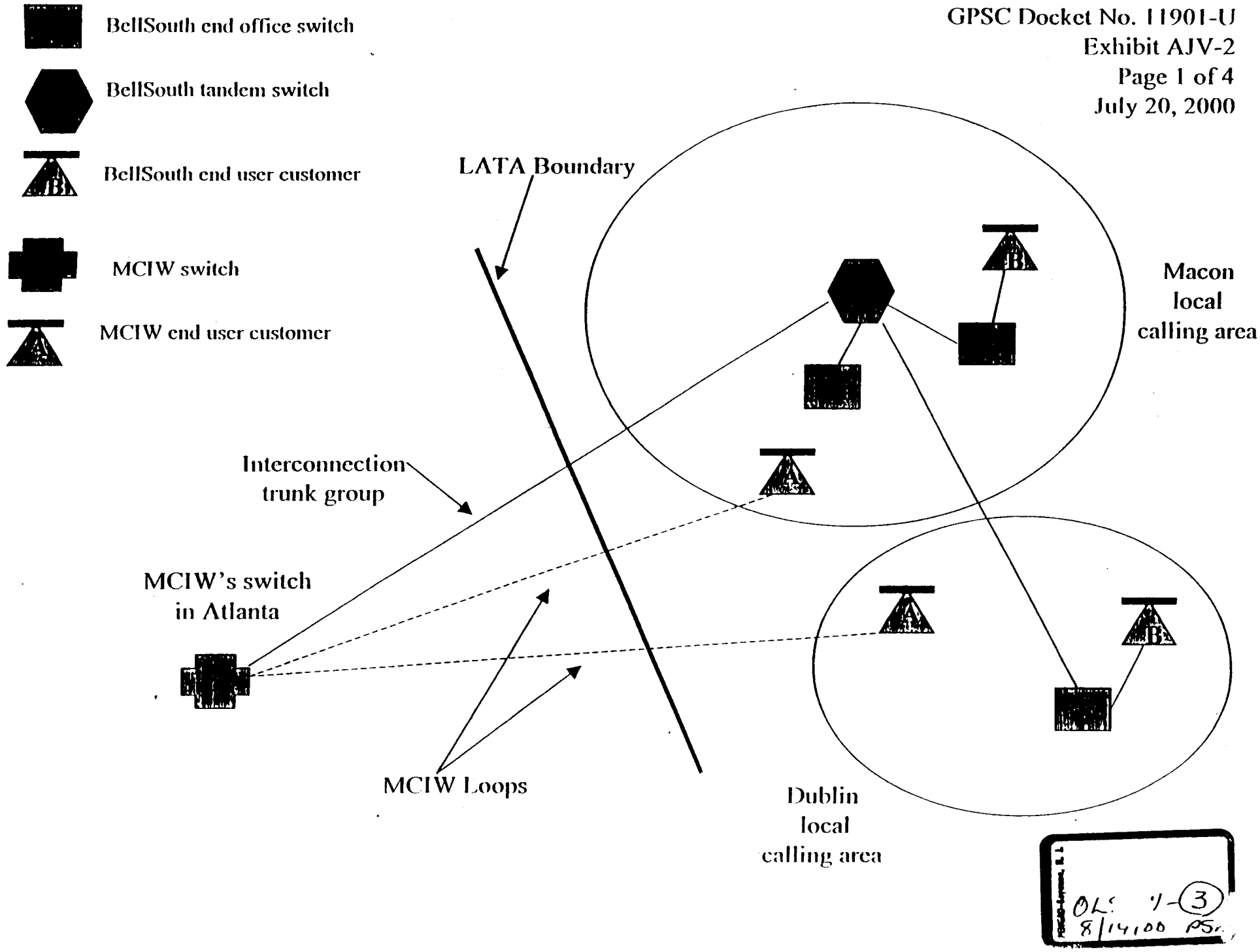


Tandem

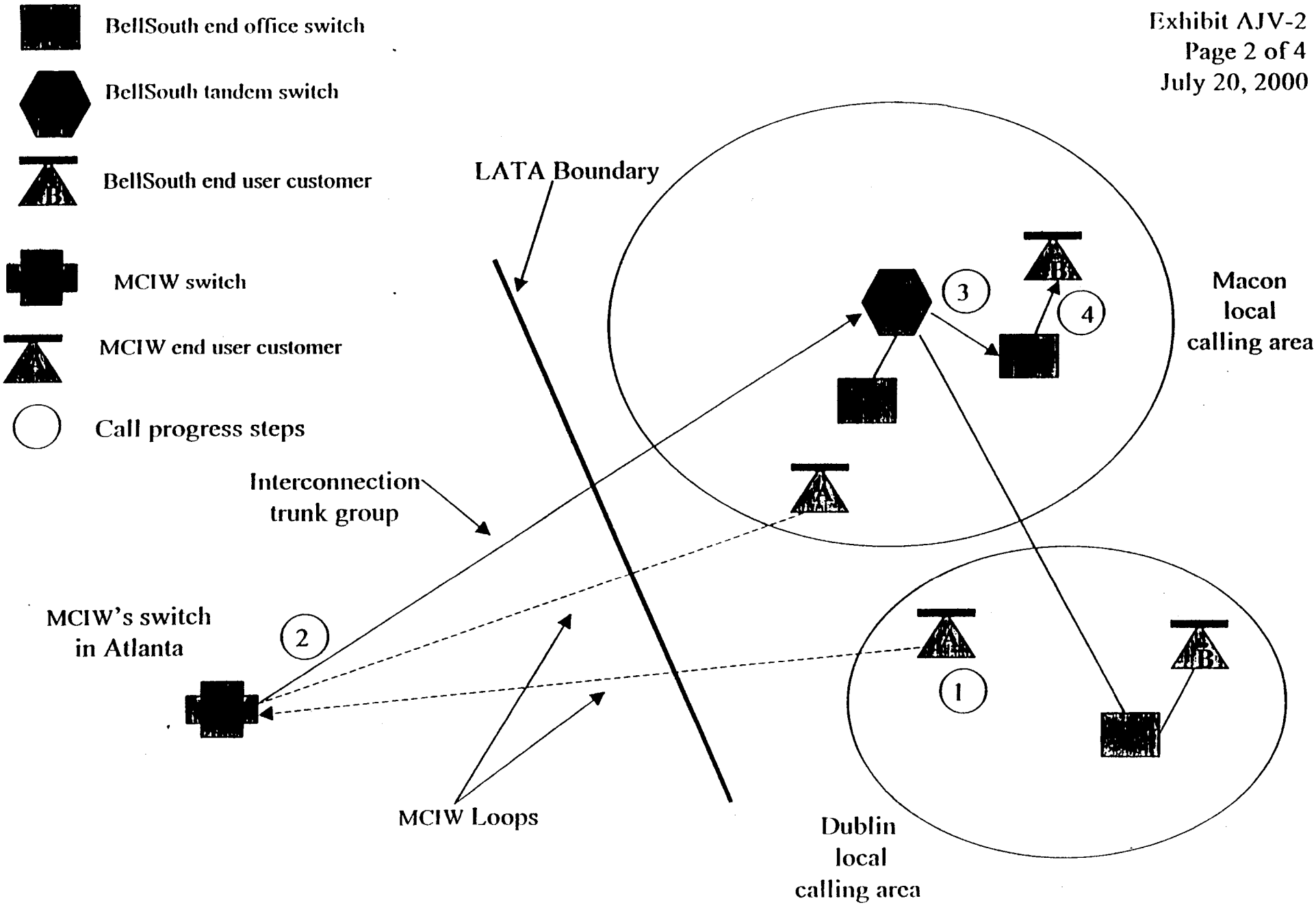
MCI Switch (MRVLNCONDS0)

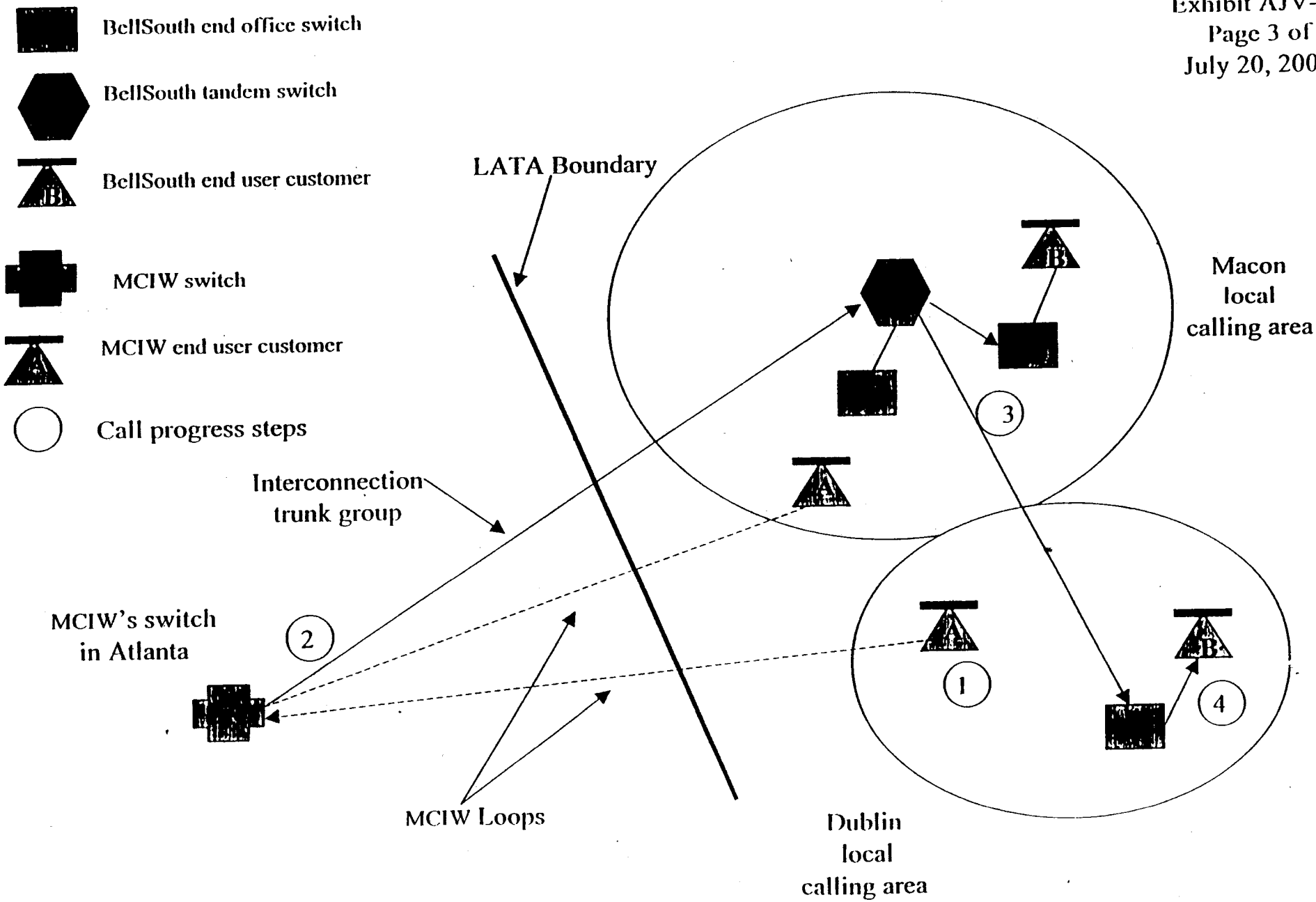
Rate Centers

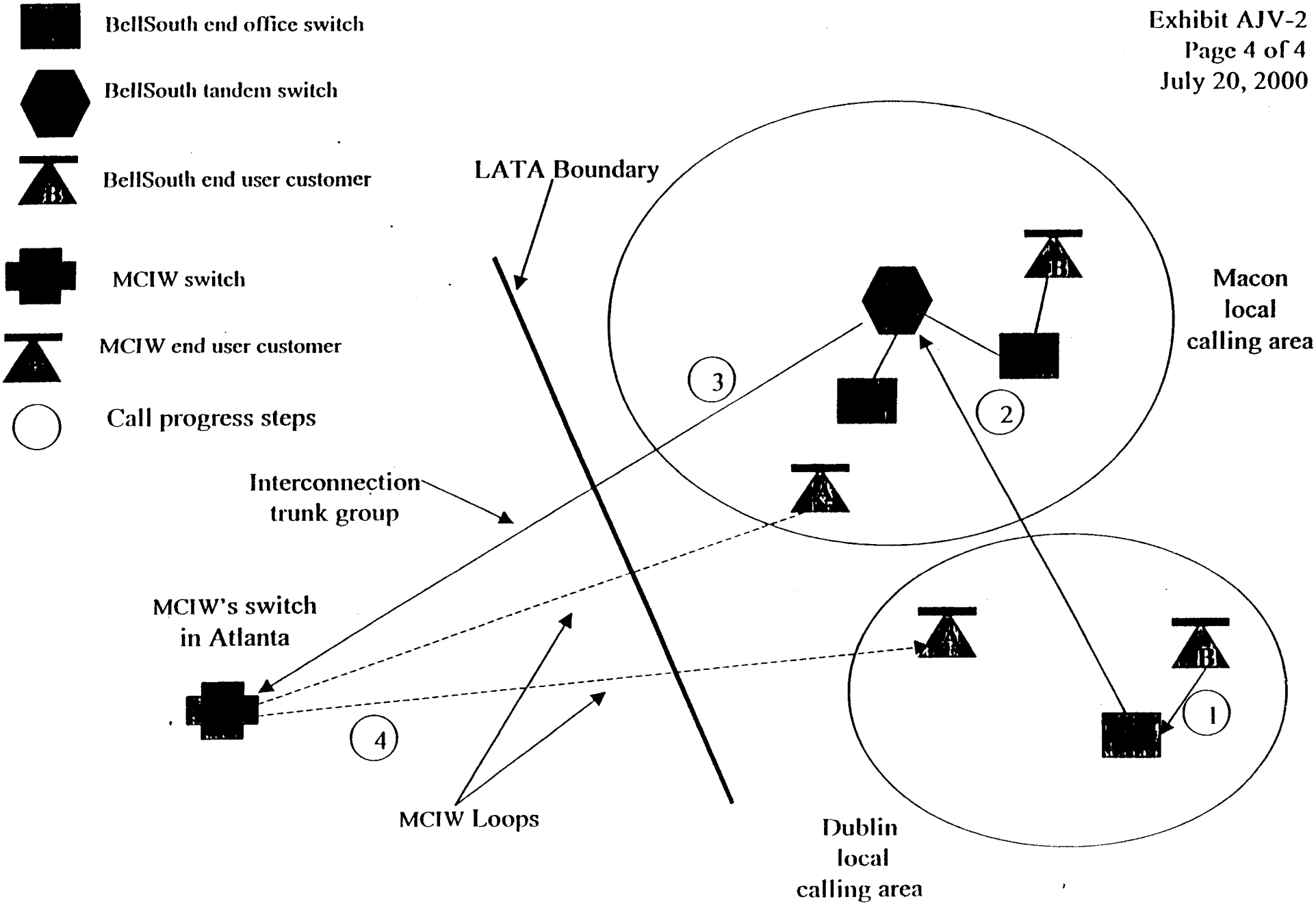
Bell South End Offices



OLS Y-3
8/14/00 PSC


LEGEND
BellSouth end office switch
BellSouth tandem switch
BellSouth end user customer
MCIW switch
MCIW end user customer
Call progress steps
LATA Boundary
Interconnection trunk group
MCIW's switch in Atlanta
MCIW Loops
Macon local calling area
Dublin local calling area
1
2
3
4


LEGEND
BellSouth end office switch
BellSouth tandem switch
BellSouth end user customer
MCIW switch
MCIW end user customer
Call progress steps
LATA Boundary
Interconnection trunk group
MCIW's switch in Atlanta
MCIW Loops
Macon local calling area
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BellSouth end office switch
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MCIW switch
MCIW end user customer
Call progress steps
LATA Boundary
Interconnection trunk group
MCIW's switch in Atlanta
MCIW Loops
Macon local calling area
Dublin local calling area
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OFFICE COPY

BEFORE THE
GEORGIA PUBLIC SERVICE COMMISSION

In Re: Petition of MCImetro Access Transmission Services, LLC and MCI Worldcom Communications, Inc., for Arbitration of Certain Terms and Conditions of Proposed Agreement with BellSouth Telecommunications, Inc., Concerning Interconnection and Resale Under the Telecommunications Act of 1996.	:	DOCKET NUMBER 11901-U

Deposition of **DON PRICE** taken pursuant to the stipulations contained herein; reading and signing of the deposition reserved, before Lisa A. Singley, B-1616, Certified Court Reporter, Notary Public in and for Newton County, Georgia, commencing at 9:05 A.M., on Friday, August 18, 2000, at Six Concourse Parkway, Suite 3200, Atlanta, Georgia.

APPEARANCES:

For BellSouth: D. MICHAEL TWOMEY, ESQUIRE

For MCI: SUSAN J. BERLIN, ATTORNEY AT LAW

****

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AUG 29 2000
DIRECTOR - REG. RELATIONS
TALLAHASSEE, FL

FLORIDA PUBLIC SERVICE COMMISSION
DOCKET
NO. 000649-TP EXHIBIT NO. 9
COMPANY/
WITNESS: Price
DATE: 10-4-00

VERBATIM COURT REPORTERS, INC.
P.O. Box 2637
Covington, Georgia 30015
(770) 788-2373

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ALSO PRESENT:

VIA TELEPHONE
FELICIA BANKS and MICHAEL DERRICK
FLORIDA PUBLIC SERVICE COMMISSION

I N D E X

DEPONENT	PAGE
DON PRICE	
Cross examination by Mr. Twomey	5

(No exhibits marked by the parties)

P R O C E E D I N G S

(9:05 A.M.)

Whereupon,

DON PRICE

was called as a witness herein, and having been first duly sworn, was examined and deposed as follows:

CROSS EXAMINATION

BY MR. TWOMEY:

Q. Good morning, Mr. Price.

A. Good morning.

Q. Would you please state your full name and business address for the record?

A. Yes. Don Price, my business address is 701 Brazos, B as in boy, r-a-z-o-s, Suite 600, Austin, Texas 78701.

Q. You are an MCI employee; correct?

A. Yes.

Q. Or Worldcom, whatever the name is?

A. I wasn't going to quibble.

Q. Okay. What is your current title?

A. Senior Manager of State Regulatory Policy.

MR. TWOMEY: Before we go any further, I guess we should put on the record that this deposition is being taken in the MCI BellSouth

Arbitrations and for use in any of the proceedings pending in Georgia, Florida, Tennessee or North Carolina. And notices of deposition have been sent to staff members of all Public Service Commissions.

I believe Florida Commission Staff is on the phone this morning. Do you want to have people on the phone to identify themselves for the record?

MS. BERLIN: That would be great.

MR. TWOMEY: Can the people on the phone please identify themselves for the record?

MS. BERLIN: We're not on yet, so we don't really...

MR. TWOMEY: Hello. I was just going to have...

MS. BANKS: I'm Felicia Banks, Legal Counsel, Florida Public Service Commission.

MR. TWOMEY: Anybody else on the record -- on the phone, excuse me?

(No response).

BY MR. TWOMEY: (Resuming)

Q. Mr. Price, you filed direct testimony in this -- in the docket. I'm looking at your Georgia testimony. I believe that's the only place we

actually have pretrial testimony, Mr. Price; is that right?

A. I don't believe that's correct. But I do have the Georgia testimony in front of me.

Q. Oh, North Carolina, that's right. Your direct testimony covered issues one through three, six, seven, 47, 51, 67, 68, 75, 94 and 106 through 111. And then you are adopting the direct testimony of Ron Martinez; is that right?

A. Yes, I am.

Q. And you picked up issues nine, 18, 22, 23, 28, 29, 39, 40, 42, 43, 45, 46, 53, 92, 93, 95 through 97 and 99 through 103. Is that right?

A. I have to apologize. I didn't keep track of that as you were going through it.

Q. I'm referring to page two of your rebuttal, the way you list them.

A. In that case -- in that case, I'm comfortable with that recitation.

Q. And from the time that you filed your rebuttal, have there been any changes to the allocation of the issues as far as you know?

A. No.

Q. Do you have any corrections or additions to your testimony that you've noticed up to this

point, for example, that you would change when you got to the hearing?

A. I have not looked specifically with that in mind. I did see something earlier today but now I can't recall exactly where it is. But I don't -- I'm not in a position to -- to make those changes here and now.

Q. All right. Although the deposition is taken for purposes of using in the different Commission proceedings, just for ease of records for me, I'm going to work with your Georgia testimony. Do you have a copy of that in front of you?

A. Yes, I do.

Q. All right. Mr. Price, are you testifying on behalf of MCI on issues similar to or substantially the same as the issues that are in this Georgia proceeding anywhere outside of the BellSouth Region?

A. I have provided testimony on some similar issues in the past in a recent Texas proceeding. It was a limited proceeding so the scope of issues was much narrower.

Q. What was the scope of the issues in the Texas proceeding that you addressed?

A. It was a proceeding and it was a generic arbitration, if you will, that pertained to reciprocal compensation and issues related thereto, such as -- let me get my list here.

Unlike some of you guys, I'm still not at the position where I can say by issue number exactly what all of these are.

Q. You and I are in exactly the same position in that regard.

A. Issue 51, the tandem charges or the -- sometimes referred as the symmetry issue was also in the scope of that Texas proceeding.

Q. That's the entitlement to the tandem interconnection rate?

A. Yes.

Q. The reciprocal compensation issues in Texas, did they concern only the Internet Search Providers?

A. Generally, yes.

Q. Do you happen to know the docket number or what the matter, name of that proceeding?

A. I believe it was Docket Number 21982. I could -- I could verify that very easily during a break.

Q. Is that still open, that proceeding?

A. The arbitration award has been issued. The parties are in the process of finalizing the compliance language in the contracts around the award.

Q. You referred to the proceeding as a generic arbitration. Was it effectively a consolidated arbitration between Southwestern Bell, SPC, and multiple carriers at the same time on those issues?

A. Yes. There were contracts expiring for a number of carriers around the same time. And the Texas Commission made a decision to -- and consolidate may have a little more baggage than -- legal baggage than what I'm implying but for purposes of the hearing at least all of the parties participating together with SPC.

Q. Were you only providing testimony on behalf of MCI in that proceeding or Worldcom?

A. Yes.

Q. How did the Commission resolve the issue of reciprocal compensation for ISP traffic?

A. They concluded as they had previously that traffic to ISPs dialed on a seven or ten digit local basis was indeed local traffic and was subject to compensation between the carriers.

Q. How did the Commission resolve the issue -- what you would refer to as Issue 51 in our proceeding, that is the entitlement to a tandem interconnection?

A. I wish I could summarize that part of the decision as succinctly as I just did on the other part.

Q. Well, let me break it down for you. One of the issues that has come up between BellSouth and some other carriers is, on this issue, is first of all whether there ought to be a two part test, if you will or a one part test. And that is do you look at the functionality of the switch and the geographic scope or do you only look at the geographic scope. Did the Texas Commission look at that issue?

A. I -- I'd say yes. It wasn't -- the issue wasn't set up quite the same way that it has been in the BellSouth States. But there was some argument along the lines that BellSouth is making regarding functionality.

Q. Did the Texas Commission consider the functionality of the switch in determining a carrier's entitlement to tandem rates?

A. I'd say generally no. What the award

does is it sets out a series of factors that the Commission would consider in determining the applicability of the tandem interconnection rate for traffic delivered by a CLEC to Southwestern Bell.

So, if you will, there is -- there are guidelines that are set out in the award. And then it's up to the individual carrier to make a showing pursuant to the award that would then be ruled upon in terms of the entitlement to tandem compensation or tandem switching.

Q. Okay. Did the factors -- were the factors adopted by the Commission in line with your recommendation in that proceeding?

A. That's a little bit difficult to answer. That particular part of the Commission's decision was -- I'm trying to think of how to say this exactly -- the record was not perhaps as sufficient as what the Commission would have liked. And there were some -- there were affidavits and there were briefs that were specific to the Commission's determination on that that were filed after the close of the record and after the close of the hearing.

And so in some part, I'd have to say it's

certainly not consistent with the testimony that I had presented. But perhaps consistent with some pleadings that we had filed in response to sort of indications from the Commission as to how they were leaning and requests along those lines for specific information and possible ways to resolve the differences between the parties.

Q. Well, let me ask you this way. Do you agree with the result reached by the Texas Commission on the issue of tandem switching?

A. It's a -- for lack of a better term, I'd -- it's a political result. It's a way...

Q. Does that mean no?

A. Yes, it does mean no.

Q. Aside from the Texas proceeding, and I -- obviously we've been arguing about a lot of issues since 1996. And I don't mean to go back all the way to what I'll call the first round of arbitrations. But in the last twelve months, have you provided testimony in any other proceeding on the issues substantially similar to the issues you're providing testimony on this proceeding?

A. No, I don't believe so, because the timing of the expiration of the various contracts that relate to the CLECs and to the Worldcom corporate

umbrella has really just been within the last twelve months. And this is really, in some respects, part of the first wave.

Q. So Worldcom does not currently have arbitrations going on with Bell Atlantic or SPC at this point?

A. I believe that there have been -- I believe there was recently filed a petition in Virginia for arbitration with Bell Atlantic, what we refer to as Bell Atlantic South.

There is an arbitration in Texas pertaining to the -- the company that I still refer to as MFS which, of course, is a Worldcom CLEC. And...

Q. That's between MFS and SPC?

A. Yes, it is in Texas. And I apologize if I didn't remember this one earlier. But I did provide testimony on some of the issues that are in dispute between BellSouth and MCI in these proceedings, but not within...

Q. But the Virginia proceeding -- sorry.

A. No, I apologize. But not -- some of those issues that I testified on in Texas may not be within the scope of my testimony here.

Q. Have you filed testimony in the Virginia

proceeding yet?

A. I have not and, in fact, it's not at all clear that I will.

Q. Do you have a -- a peer within Worldcom who will provide testimony on issues that you cover in the Virginia case?

A. The -- perhaps the easiest way to answer that is that we kind of deal with these proceedings on an ad hoc basis. In other words, there's not a SWAT team that's at the ready to just be deployed. So we will, as a -- as a team, my group, the State Regulatory Policy Group, will provide witness assistance on certain issues.

Q. What I'm trying to get to is is there any pretrial testimony into the record in Virginia yet on any of the issues that are similar issues raised in this BellSouth proceeding?

A. I am not aware of how their process is, whether the petition has to include, for example, pretrial testimony. So I can't answer. I apologize.

Q. That's all right. Would the same be true of the MFS proceeding you referred to?

A. In Texas?

Q. Yes.

A. The award has been issued in that proceeding. So there was pretrial testimony.

Q. Didn't you say there were at least some common issues in that proceeding to issues that have been raised in this proceeding?

A. Yes. The ones that come to mind are issues, for example, that in the testimony of Mr. Olson on point of interconnection and network design and those kinds of things, obviously others as well.

Q. Well, do you know the docket number of the Texas MFS proceeding?

A. I believe that one is 21791, again subject to check, and I can get that quite easily.

MR. TWOMEY: Off the record.

(Whereupon, a brief discussion ensued off the record.)

BY MR. TWOMEY: (Resuming)

Q. Do you have a copy of the matrix of the issues that we filed into the record of Georgia?

MR. DERRICK: Hello?

MR. TWOMEY: I'm sorry?

MR. DERRICK: Hello?

MR. TWOMEY: Hello.

MR. DERRICK: Yes, this is Michael

Derrick, Florida Commission.

MR. TWOMEY: Hi, Michael. Did you just ask a question? I'm sorry.

MR. DERRICK: And your name is?

MR. TWOMEY: Mike Twomey. This is Mike Twomey.

MR. DERRICK: Hello, Mr. Twomey, good morning.

MR. TWOMEY: Good morning.

MR. DERRICK: Have you guys gotten started yet?

MR. TWOMEY: We've been going for about fifteen minutes, I guess.

MR. DERRICK: All right. We had some confusion down here on the number. But...

MR. TWOMEY: I'm sorry.

MR. DERRICK: -- I'm with you now.

MR. TWOMEY: This is all off the record.

(Whereupon, a brief off-the-record discussion ensued).

BY THE WITNESS: (Resuming)

A. A couple of things. I'm not sure whether this is the one that actually lists the -- the two parties positions on the issues.

Q. It looks like this?

A. Right. I have one that I've pared down to take out all the stuff that I'm not responsible for, I hope.

Q. Okay. No, that's true. That's a good idea. I just may be referring to it during the -- during the -- during the deposition.

A. So this would be the MCI Worldcom BellSouth Preliminary of unresolved issues in Georgia, Arbitration Case 11901U?

Q. Yes.

A. Very good.

Q. Let's go directly to issue one which is addressed, I believe both in your direct and your rebuttal.

A. All right.

Q. I'll just try to narrow what -- what the areas in dispute are here. If BellSouth provides electronic ordering to MCI Worldcom, obviously you'll have no disagreement with being charged the electronic ordering price for that; correct?

A. Generally, yes. The only possible qualification in that would be in an instance where the interface was not functioning as it should for whatever reasons. And then obviously because of that, we were unable to handle or to pass to

BellSouth orders over that interface.

Q. Well, actually, I think -- let me ask you this. Is it your understanding that if we had an electronic ordering system in place that is not functioning for a period of time and you submit manual orders during that time, BellSouth has offered to charge you the lower electronic ordering charge; do you understand that?

A. I -- I believe I've read something to that effect and to that extent, then my qualification I just made would go away.

Q. Okay. So you obviously do not have any disagreement with BellSouth agreeing to charge you a lower rate when you submit a manual charge under those circumstances, do you?

A. Under the circumstances where the interface isn't -- isn't functioning properly, no, obviously I have no disagreement.

Q. All right. Now, in your direct testimony, let's look at page five. For those of you on the phone I -- I'm looking at his Georgia prefiled direct. I don't know if you have copy of it, but that's the document I'm working from. Okay. I'm looking at page five of your direct prefiled -- of your direct prefiled testimony.

A. All right.

Q. Filed on July 20th, 2000. At line eleven you say if BellSouth uses electronic processes for its own OSS and does not provide electronic processes to its competitors to obtain what amounts to substantially the same elements or services, it is not providing parity. See that statement.

A. Yes, I do.

Q. And have you had an opportunity to review the testimony of Mr. Varner and Mr. Pate, the rebuttal testimony that both gentlemen filed on this subject?

A. Yes, I have.

Q. Mr. Pate testified -- and I'm obviously paraphrasing, I don't have it in front of me -- that he was unaware of any circumstance like that which you've described on page five. So my question to you is do you have an example of where you believe that's happening in BellSouth's network?

A. No, I don't. And I don't have -- have any reason to take issue with Mr. Pate's testimony on that. I guess I would observe the fact that that doesn't -- does not exist today would not preclude necessarily from that situation arising in the

future. And so to that extent, I think the concern would still be there, the concern that has been expressed in my testimony.

Q. Okay. I just wanted to be clear for purposes of this record that you are not testifying to the Commission that -- that you believe BellSouth is doing that today; is that right?

A. And that is correct.

Q. So assuming that you have no evidence that BellSouth is using electronic processes for its own OSS while not making that available to its competitors and considering that BellSouth has testified that it is not in fact doing so, can you think of any disagreement we have on issue one at this point for the Commission to resolve?

A. Well, as I stated a minute ago, the fact that there are not -- assuming again that the statements of Mr. Pate were correct and that there are not disparate systems that exist today, then at this time there would be no dispute.

But again, the language that we're asking the Commission to adopt would insure that, to the extent that a disparity were created in the future, you know, in our view, that would be the appropriate language in order to preclude that from

happening and -- and for MCI to be penalized as a result.

And as I also testified and to create the appropriate incentives for BellSouth to deploy electronic systems to the CLECs to the extent that if they developed some new system for its own -- for some newer or non existing retail service today.

Q. Well, BellSouth has other incentives to make sure that it's providing parities to competitors; correct?

A. Yes, I would say that there are -- there are currently certain incentives that BellSouth would have. Again, some of those may go away in the future. And for our language to be adopted would preserve this incentive, if you will, throughout the life of the contract.

Q. But doesn't the Act require BellSouth to provide nondiscriminatory access to its OSS?

A. Certainly and, of course, as you know, sometimes BellSouth's interpretation of, you know, what would represent parity and ours might differ.

And, again, I think the appropriate thing for the Commission to do on this would be to go with our language. And if -- if there is no

disparate treatment today, then it shouldn't create any problems. And if that disparity never exists, then there would never be any reason for BellSouth to be -- harmed is not the right word I'm looking for -- but to object to the -- to the treatment that's in the agreement.

Q. Well, let's look at -- do you have a copy of the contract that's at issue in this case?

A. I believe only -- only the language that's in dispute.

Q. Okay. Do you have a copy of 2.9, which is the...

A. -- preceding paragraph?

Q. -- which is the reference to -- where in this language that you've proposed does it address the issue of parity in terms of -- and what I mean specifically by that is this specter of us having an electronic system for our retail services that we do not offer to competitors?

A. It would be in -- in my copy, it would be at page four, I believe beginning at line 24. I think that's right. The electronically ordered nonrecurring charge will apply in the event LSRs are submitted manually when electronic interfaces are not available or -- and it goes on, not

functioning within specified standards.

Q. If BellSouth does not have electronic ordering capabilities for itself for a particular service, you would agree with me that it has no obligation to provide electronic ordering for the competitors; correct?

A. Generally, yes.

Q. If we adopt the language that you've got here, which is in the contract as well as set forth in your testimony -- I know you're not a lawyer, but it seems to say that the elec -- at least the first clause, if the electronically ordered nonrecurring charges won't apply if electronic interfaces are unavailable without any regard to whether BellSouth has them available to itself. Isn't that how you read it?

MS. BERLIN: Could you clarify which sentence you're talking about?

MR. TWOMEY: Same sentence he just referred to on page four of his direct testimony at lines 23 through 26.

BY THE WITNESS: (Resuming)

A. And I apologize. Could you restate your question?

Q. My question is wouldn't the language that

you've set forth in your testimony that's also language proposed by MCI in the contract entitle Worldcom to pay the electronic nonrecurring charge in all circumstances where an electronic intervention's out there?

A. I can see that interpretation of the phrase we're referring to, and I can assure you that that's not our intent. So we need to work on that language, perhaps.

Q. Well, let me ask you this. If the -- let me go back to the incentives for BellSouth. Would you agree with me that the Act requires us to provide parity and the FCC has also required us to provide (unintelligible) to the OSS; is this correct?

Q. Yes. And you mentioned that some of our incentives might go away in the future. I presumed you were not including the Act or the FCC in that discussion; correct?

A. Correct. I was thinking more in lines of possible 271 relief.

Q. I mean, aren't we really saying that you want this language in the agreement so that we will not breach our obligations under the Act or under the FCC words?

A. Well, at the highest level, yeah. But the -- again, this would be a specific way of, you know, providing additional assurances, I suppose, as to this specific issue. I mean, you know, if -- if this were a perfect world, perhaps we might have a one page agreement between the companies that says, you know, we promise to do the right thing pursuant to the Act and the orders.

But, as you know, both sides require a little bit more specificity. And I think that's all we're trying to do here.

Q. And the question I just asked you about the ambiguity of the language on these, 23 through 26, I have the same question in lines 20 through 23. In my mind it raises the same concern. Do you agree?

A. Yes. And as I stated earlier, to the extent that we need to somewhat tweak this in order to better evidence the intent as discussed in the testimony, you know. For my part, I would certainly be willing to entertain that.

Q. Okay. Let's go to issue two. Issue two concerns rates and charges under the agreement; correct?

A. Yes.

Q. There are unbundled elements which BellSouth must provide to Worldcom and other CLECs, that it was not specifically required to provide during the last round of arbitrations. Do you agree with that?

Let me strike that because I don't mean to imply that -- let me try it again, try it from another angle.

The FCC has provided us with some additional guidance in concert with the Eighth Circuit as to what exactly the unbundled network elements are. And in that regard, there are some additional unbundled network elements that BellSouth and MCI need to have a price for. Do you agree with that?

A. I agree that the FCC's UNE Remand Order or 3/19 decision changed the landscape a little bit, yes.

Q. And so the bottom line is we've got some unbundled network elements for which we did not get rates out of the last round of arbitrations and generic cost lines; correct?

A. Generally I would agree with that, although I can assure you I don't have that close a knowledge of the elements that may not have been

set, for example, in North Carolina or Georgia or Florida relative to the 3/19 decision as it -- as it stands today.

Q. Well, I know you're not a lawyer but you've certainly read the Act in great detail. You've cited it throughout your testimony in the various issues. You would agree with me that at least under the express terms of the Act, Congress appeared to envisage -- envision a situation where two parties would try to negotiate agreement which included rates, terms and conditions and if unsuccessful go to the Commission, which would set rates, terms and conditions for those parties; correct?

A. As -- as a very, very generalized statement, yes.

Q. And the idea of these generic rate setting proceedings was something that -- it was a creature really of convenience to the State Commissions that all parties, CLEC's and ILEC's, have agreed to in order to have a organized way of setting rates under these agreements. Do you agree with that in general?

A. Generally I would. I mean from -- from my perspective and from my company's perspective, I

think, you know, another piece of that would the obvious disincentives of incumbent telephone companies such as BellSouth to -- to price unbundled elements in -- in an aggressive manner, if you will.

So it's not just the Commissions; it's also the, you know, to some extent the parties's incentives that have led Commissions to try to deal with that problem in that way.

Q. Well, the reason I'm wanting to ask you those questions is that at lines -- at pages five and six of your -- of your rebuttal testimony -- and I'm referring to your rebuttal testimony on...

A. August 3.

Q. -- August 3. You appear to be suggesting that it would be inappropriate for the Commission to set rates in this proceeding just because there are not other carriers involved. Is that what you're suggesting?

A. Can you point me to -- are you talking about the answer that begins at the bottom of page five and extends onto page six?

Q. Yes.

A. Let me just review that, please.

Q. It's specifically line 23 on page five

through page six.

A. All right. And if you could just restate the question again.

Q. Are you suggesting that it would be inappropriate for the Commission to set rates for those unbundled elements that we don't already know about?

A. I think the point that I'm trying to make here is that there has not been in the context of this proceeding anywhere near the degree of focus and attention on the costing issues that has occurred in the past in the generic proceedings.

And it is -- the process of examining the cost studies and getting behind them, if you will, is -- is one that requires a great deal of time and effort. And in fact, many of these proceedings, you know, take a year or more because of the -- because of the amount of -- of detail that's presented in the cost studies and the amount of backup material that has to be reviewed and all.

So I don't think I'm trying to say that it would be inappropriate, just that the level of focus and attention has not yet been brought to bear to the same extent that it was in the generic proceedings.

Q. All right. I'm trying -- what I was trying to do is get a handle on whether you are objecting to any revisions to the -- to the rates or whether you are also objecting to the setting of new rates for items that we don't currently price.

A. And I apologize; could you ask me that again?

Q. What I was trying to determine is whether your statements here on pages five and six primarily concern your recommendation that the Commission not revisit the rates that have already been established or whether you are also concerned about not setting a rate at all for those elements that we don't already have a rate?

A. Well, I hope this is responsive to both parts of that, but I think my previous answer is -- is the concern because to the extent that we're talking about revisions, then again the same degree of focus and attention is necessary in order, you know, to get to the bottom of the issues, so to speak, with respect to a rate. And that same effort is needed with respect to any new rate that the Commission might set.

Q. Are you suggesting that the Commission simply not adopt a rate at all in these proceedings

for the unbundled network elements that came out of the FCC's use and remand order?

A. Bear with me just a second, please.

MR. TWOMEY: Do you have any extra copy? My copy of his testimony does not have the prices attached. I don't know if you have an extra version of that.

MS. BERLIN: Yeah, I have written some on it, though, and it's really minor. And I might be able to scratch it out.

MR. TWOMEY: I just want us to talk specifically about some things.

MS. BERLIN: Okay. You want the physical and virtual collocation, too? I've a sample, too, and I have the prices.

MR. TWOMEY: That's -- I'm more so interested in that. I appreciate it. I don't know if we didn't get a copy or if we...

MS. BERLIN: I think that's...

THE WITNESS: Can we stop for a minute?

MR. TWOMEY: Sure. Thank you very much, I appreciate it.

(Whereupon, a break was taken.)

BY MR. TWOMEY: (Resuming)

Q. Let's take a look at attachment one to

your direct.

A. All right. I think there was another outstanding question that I was attempting.

MR. TWOMEY: What was the last question?

(Whereupon, the reporter read from the record.)

BY MR. TWOMEY: (Resuming)

Q. Now that I've had a chance to review your attachment, I believe you have, in fact, recommended a rate for every element. I believe your -- in one of the earlier filings, whether it was the petition for arbitration itself or one of the matrixes filed by MCI, at least suggested that there be zero rate affixed. You appear to not have -- to not be suggesting that in your testimony.

But let me ask you the question. You do agree that there should be a rate for every element that needs to be provided; right?

A. Yes, there needs to be a rate. The question of whether it's a -- a final rate that has been reviewed by the Commission or an interim rate, you know, obviously flows into the specific rate recommendation. But, yes, there does need to be a rate.

Q. Now, in terms of the time and attention that needs to be devoted considering the rates, I will tell you that BellSouth is willing to spend the time in paying attention to the rates that we've proposed in this proceeding including the updated ones, and assuming that the Commission is willing to devote the time and attention to it and MCI is willing to devote time and attention to those issues in this proceeding.

A. First of all, the answer to the question is certainly we are. I guess I hesitated a little bit because the issue of time obviously impacts the schedule for the Commission's consideration. And I'm not aware that there has been, you know, sufficient time included in the schedules for the type of review that we were talking about earlier, which is the types of reviews that the Commissions did in the context of the establishment of rates the first go round, if you will.

Q. Well, the first go round -- I mean, the key word to me in that sentence is first. What we did in the generic documents was really break ground on understanding what the elements were, understanding the methodology that the Commission wanted to apply and applying those things to come

up with rates.

Would you generally say that it ought to not take the Commissions as much time and effort this time around to establish these rates given the foundation that was laid in the last proceeding?

A. Well, I think the short answer is it depends. Because to the extent that the underlying information that is provided by BellSouth in support of the rates is it utilizes different assumptions or different costing processes or whatever, then it would perhaps take as long for any given element as it did the first -- first go round.

To the extent that we're, you know, merely making -- well, let me say it this way. To the extent that the rates proposed are merely building on something that the Commission had previously established, then I would agree that the process would be quite less lengthy.

Q. Let's talk about issue three. You would agree with me that the FCC has found that access services are not available for resale even if some end users purchase those services out of tandem -- out of the access tandem; correct?

A. Generally that is true. Although I don't

go so far as to assume that just because something is in the access turf that that necessarily means that it is only an access service.

Q. On the other hand, just because some end users purchase the service doesn't make it eligible for resale; correct?

A. Well, that's -- I think that's really the heart of the dispute in the proceeding.

Q. As far as the FCC's concerned, the fact that some end users purchase its service, that fact alone does not answer the question of whether the service is eligible for resale -- correct -- at the wholesale distribution?

A. Generally I believe that that -- well, that -- that may be a fair statement. Again I'd -- I'd want to go back and look at the specific provisions to -- to make sure that I've -- I've not, you know, missed something, but generally, yes.

MR. TWOMEY: Off the record.

(Whereupon, a brief discussion ensued off the record.)

BY MR. TWOMEY: (Resuming)

Q. Now, your concern about Smart Ring is that its appearance in multiple tariffs raises a

question in your mind as to whether it's, in fact, an access service. Is that a fair characterization?

A. Yes, it is.

Q. Have you reviewed the tariffs, the private line tariff and access tariff to compare them?

A. Glanced at them very briefly. I would say I would not consider that to be a complete comparison, no. I'm aware that the service is tariffed in multiple tariffs. I have not done what I would consider to be a careful review of those tariffs to compare the different terms and conditions, for example, in the two tariffs.

Q. You know what a USOC is?

A. Yes.

Q. U -- that's capital U-S-O-C.

A. Universal Service Order Code, I believe.

Q. Yes, the Universal Service Order Code. The assignment of the same Universal Service Order Code to services appearing in different tariff would be some evidence that it's the same service; correct?

A. Some evidence, yes.

Q. During Mr. Varner's deposition -- let me back up. Have you had a chance to look at the

transcript of Mr. Varner's deposition?

A. I have not.

Q. Have you had an opportunity to discuss what he said during his deposition with anybody?

A. Only very, very briefly.

Q. Okay. On this particular issue, Mr. Varner testified that Smart Ring, although the same name is used, is not the same service in one of the tariffs. My question to you is do you have any evidence to contradict him on that?

A. Well, not at this time. Again, because I said I have not reviewed the terms and conditions in the two tariffs to make that kind of -- to provide myself the -- the basis that I would need in order to challenge Mr. Varner. I'm not...

Q. And he also testified that -- and I believe we actually had copies of the tariff and so forth during his deposition at the use office assigned to the services that were different, different tariffs. Does that information in anyway cause you to change your position?

A. Not in and of itself, no.

Q. You used Smart Ring as an example of a service which you believe is a -- is the identical service in multiple tariffs. And we disagree.

whether that's true.

But do you have any other examples of situations where you believe there is a same service appearing in multiple tariffs?

A. No, not at this time.

Q. Let's take a look at the language in the attachment. And if you do not have -- do you have a copy of the agreement?

A. No, I don't.

Q. Is the section 1.1.1 language that you're proposing in this docket, is that -- let me see if that's correct?

MS. BERLIN: It is.

BY THE WITNESS: (Resuming)

A. Attachment two, yes, it's stated right under the statement of the issue.

Q. The first sentence says local resale shall include all telecommunication services offered by BellSouth to parties other than telecommunication carriers regardless of the particular tariff or other method by which the telecommunication services run. Do you see that?

A. Yes, I do.

Q. Would you agree with me that that language is inconsistent with the FCC's order, at least as

to access services, to the extent that you appear to say that if you offer it to any end user, it's got to be available to resale at the wholesale discount?

A. No, I'm -- I'm not going to agree that that's inconsistent.

Q. Okay. Well, you agreed with me earlier that the FCC found that the fact that a service is made available to an end user is not by itself enough information to determine whether a service is available for resale. Did I misunderstand you?

A. Well, perhaps I misspoke. Because I believe what I said was that I could agree with the way that you characterized the FCC's statement but that I would -- that I wasn't comfortable agreeing all the way because I'd need to go back and look at some of the other pronouncements and satisfy myself that it -- it was as cut and dried as the way I believe your question suggested.

Q. All right. Let me -- I don't know if you have a copy of Mr. Varner's testimony.

A. No, not with me. No.

Q. Let me give you pages five and six of his direct testimony filed with the Commission. And he's -- he's reproduced in full but -- and he's

reproduced an excerpt from the FCC order on this subject. And it begins on line 17 of page five. Just take a minute to read that. And then I'll ask you a question.

A. All right. I've reviewed the provision.

Q. Well, let's -- let's go back to the contract language for a second. Would you agree with me that the first sentence that you've proposed in 1.1.1, if adopted, would require BellSouth to provide any service to -- for resale on the sole condition that it was available to any end user and that no other consideration would be made?

A. Yes.

Q. Do you believe that that language is consistent with what the FCC has said on this subject?

A. And -- and my answer is, yes, I do. But obviously I have to -- to qualify that and explain, you know, why I believe that it is.

Q. Okay.

A. As -- as I read the provisions in the -- I believe that was the first report and order, the local competition order, that was cited by Mr. Varner...

Q. That's true.

A. -- it appears that the FCC was in -- in that discussion focused on access services that are offered to interexchange carriers that merely are not restricted from being obtained by an end user. I may have said that kind of funny. But that there's no restriction on an end user obtaining that service.

The situation obviously that we're concerned about is something I see as a little bit different, which is a service that is provided to end users that somehow is tariffed in the access tariff. And we simply don't view that as a safe harbor, if you will, or any means that should be utilized in order to afford the ability of CLECs such as MCI to obtain the service at a discount.

Q. Okay. Well, let's talk about the access service. The access services discussed by the FCC are available to parties other than telecommunications carriers; correct?

A. In many states, yes. There is maybe a few that still have restrictions, but generally yes.

Q. Wouldn't BellSouth's access services have to be made available for resale if language adopted -- if the language in 1.1.1 proposed by MCI were

adopted?

A. I'm going to -- I'm going to have to kind of defer -- I mean, I can see that that might be a reading. But I can assure that's not the intention that we have in proposing this language. The intention is to, you know -- as I just said, to preclude BellSouth from utilizing the tariffing of something in the access tariff as a means to avoid what would otherwise be the -- the appropriate resale obligation under the act.

Q. So for example, if we have a service that is offered primarily to interchange carriers that some end users could purchase, that's not the kind of service you want made available for resale; is that right?

A. Right. That's -- that's what you've just described was sort of the way that I characterized the FCC's thinking as it was looking at the issue that was cited in Mr. Varner's testimony.

Q. Okay. But on the other hand, if BellSouth has a service which is primarily offered to end users that is stuck in the access service tariff, that's the circumstance that you want to address with this language; is that right?

A. Well, in one sense. The short answer is

yes, it is. But I have to kind of qualify that, too, because of your use of the term primarily. Because I don't want to get into the situation where we start having to argue about, you know, well, we offer this to 49 percent interexchange carriers and 51 percent end users and whatever.

I mean, again the tariffing of something in an access tariff shouldn't in and of itself be grounds to -- to preclude CLECs from obtaining that service for resale.

Q. But the focus or target of that service being primarily interexchange carriers would be enough to preclude it being available for resale; correct?

A. With my earlier qualification around the use of the term primary, I -- generally I can agree with that.

Q. And to the extent the parties are going to try to handle this issue in the -- in the agreement, you wouldn't disagree with me that our language ought to specifically address this circumstance so that neither your hypothetical problem is -- is -- comes to fruition nor mine. Would you agree with that?

A. Yes.

Q. Okay. Let's go to issue six. Have you had a chance to read the Eighth Circuit's opinion on -- that was issued in July 15th?

A. Yes.

Q. After reading that decision, do you have any modifications to your testimony at this point?

A. I'm sorry. Was that question directed towards just the direct?

Q. Or the rebuttal, either one.

A. Well, I think I'm not going to change anything in the -- in the direct. Although, you know, obviously that says I haven't read the decision yet.

Q. Right.

A. And in the rebuttal I say I have. But no. Other than that, no.

Q. All right. Let's go to attachment three, 2.11. You probably don't need to do that. I'm sure it's in your testimony.

A. I don't think it is.

Q. Well, in your direct testimony you indicated that it was attachment one, section 1.5.

A. Well, we do cite two...

Q. -- 2.4.

A. -- 2.4, it is.

Q. Okay. 2.4 says that MCIM's request, BellSouth shall provide typical accommodation of network to MCI. Do you think that language is consistent with the Eighth Circuit's ruling?

A. From my layman's reading, yes.

Q. All right. Let's go to the last sentence, thus MCI then may order typical combinations of network elements even if the particular network elements being ordered are not actually physically connected at the time the order is placed. Do you think that language is consistent with the Eighth Circuit's ruling?

A. Again from my layman's position, yes.

Q. And why -- why do you believe that's consistent with what the Eighth Circuit said?

A. I guess it wouldn't help to say that I think the Eighth Circuit is wrong, would it?

Q. No, that would be fine. I mean, if your position is that you think the Eighth Circuit ruling is wrong or will be reversed or something like that, that would help me understand your position. I'm having trouble understanding why you don't believe it's inconsistent.

A. Well, I think there's -- I think the short answer is that there are some differences really as

to what the 315 B rule actually requires. 315 B, you know, was reinstated and really wasn't affected by the Eighth Circuit decision, as I understand it.

And I think what we're talking about here in issue six is really just the fleshing out of what is required under the 315 B rule.

Q. Okay. In his -- I'm going to para -- I'm going to read this. This is from Al Varner's testimony, rebuttal on page six. And I'm going to assume that the quote is correct.

A. That's fair.

Q. In part, the Eighth Circuit said here Congress -- it says we're referring to section 251(C)(3). Here Congress has directly spoken on the issue of who shall combine previously uncombined network elements. It is the requesting carriers who shall combine such elements. It is not the duty of the ILECs to perform the functions necessary to combine unbundled network elements in any manner as required by the FCC's rule.

Now, do you think that that language from the Eighth Circuit ruling is consistent with language that you proposed in 2.4, now that I've given you a specific reference of the Eighth Circuit ruling?

A. And my answer is based on your reading, I would think that perhaps it is not. But then I would also have to say that it doesn't appear to me to be consistent with what the Supreme Court did in reinstating 315 B.

Q. Neither one of us can control what will become of the Eighth Circuit ruling. I just want to make sure I understand what our disagreements are.

A. That's fair.

Q. And I have the same question about 2.11, which you don't recite but I can give it to you and take a look at it. The first sentence in MCI's proposed language is that BellSouth shall offer each network element individually and that MCIM's request will combine network elements that are not currently combined. I have the same question.

Do you think that that language is consistent with the Eighth Circuit's ruling?

A. Bear with me for just a second before I respond.

Q. Okay. If you need this...

A. And the reason I wanted to check something is because in the way that we've presented the -- or the way that the issues are set forth in the

matrix that we referred to earlier, that really gets us into issue seven.

Q. That's -- that's certainly a lot of overlap.

A. Yes.

Q. That's right. And that's going to be next set of questions.

A. Right, I just wanted to make clear that we've kind of made that transition.

Q. Well, and maybe that helps me understand. You referred to 2.11 in your rebuttal as encompassing issue six and have an entirely different issue on number seven. And maybe that's -- that's part of my confusion.

A. I see the reference in the rebuttal in the statement of the issue of issue six. And I think -- I think that is perhaps an oversight on our part. And I apologize for that.

Q. Well, I'm sure you won't have any trouble finding a similar problem in one of our briefs given the volume of work we're all doing these days. But we can -- to me, issue six and issue seven kind of run together.

But we want to make it clear that we're talking about issue seven. My question remains is

do you think that the language that you proposed in 2.11, at least the first sentence, is consistent with what the Eighth Circuit has said as of -- as we stand today?

A. And -- and that is very clearly where my answer has to be I don't think the Eighth Circuit is correct with respect to that particular issue. Because now -- now, in my mind we're not talking about existing combinations or -- or what we've referred to as typical combinations in the 2.4 language that we talked about earlier.

But we're talking about a much broader potential range of issues or of potential situations, combination situations.

Q. All right. Well, just for the record, I think you said the Eighth Circuit was wrong. I just want to know if you agree that the language that MCI has proposed in 2.11 -- at least the first sentence -- is inconsistent with the Eighth Circuit ruling as we -- as we have it today on that issue?

A. And I will respond subject to check here. Just a second.

Q. I infer from your statement that you disagree with the Eighth Circuit to be that you can see that it's inconsistent. But I want to make

sure that my inference is correct.

A. Yes.

Q. And you agree with me that the Georgia Commission, at least, specifically said that it would revisit this whole question of combinations of elements once the Eighth Circuit ruled. Mr. Varner referenced that particular order that actually contained that language in his testimony. Do you disagree with that?

A. No. I think the order will stand for itself. And to the extent -- and I apologize. I don't have that in front of me. But I have no independent reason sitting here in front of me to take issue with that characterization of the order.

Q. Okay. Let's go to issue nine, special construction process.

A. I had flipped what was prefiled under Mr. Martinez's name so -- the way mine printed off, issue nine is stated at the bottom of the page and then the text begins at the beginning of the next page. That's a little hard to find. And I don't have a page of this.

MS. BERLIN: It starts on page eight. But it says issue nine on page seven.

MR. TWOMEY: On page seventeen of my

version.

MS. BERLIN: Really?

MR. TWOMEY: Considerably larger type, apparently.

MS. BERLIN: Does it matter?

MR. TWOMEY: No, it's because this is the North Carolina.

BY THE WITNESS: (Resuming)

A. All right.

Q. I think the best way to approach this question is for use of a hypothetical. If BellSouth does not have facilities in place to service a new office building that has been constructed. I'm going to assume it's a very small office building and MCI has managed to get the telephone service accounts for everybody in the building.

Under those circumstances, what is your understanding or what is your opinion of what BellSouth's obligations would be? Let me be specific, obligation to respond to MCI's request that we extend facilities to a building where there are no facilities to date.

A. Bear with me, please.

Q. Excuse me. Do you have -- off the record.

(Whereupon, a brief discussion ensued off the record.)

BY THE WITNESS: (Resuming)

A. The example that you used or the hypothetical that you used is kind of interesting because it appears to have been crafted to get around the point that we were making in my -- or in, I guess now my direct and rebuttal testimony, which is the situation where there is already facilities to the premises and for whatever reason, additional facilities are needed.

In the situation that you've asked suggests that BellSouth would be in a position to not provide facilities to that building even though absent -- in your hypothetical absent MCI obtaining the contract to provide the telecommunication services to the tenant that you would have otherwise provided.

In other words, taking from your hypothetical that the premises would be within certificated serving territory and that if the end user in that building had called BellSouth and requested service, that BellSouth would have extended facilities and offered whatever services, presumably pursuant to tariff unless there was some

reason why special construction were needed because that building, you know, was five miles from the -- from the nearest, you know, line or whatever.

So again, if we, you know, kind of continue that logic a little bit, I don't think that the fact that MCImetro had obtained the -- the contract, if you will, with the end user would necessarily relieve BellSouth of its obligation to provide the facilities.

Q. Well, if there are -- again, we're assuming there are not facilities to the building today. And again assuming that BellSouth would contract with a third party to actually construct the facilities, MCI could easily contract for the construction of the facilities and presumably at the same price that BellSouth could; right?

MS. BERLIN: I'd like to object. I think it mischaracterizes -- your question, when you're describing a building that has no facilities to it today is -- it mischaracterizes the original testimony and the hypotheticals used and by Mr. Varner to rebut and by Mr. Price.

MR. TWOMEY: Well, I wasn't attempting to characterize any testimony at all. So I don't

-- I was characterizing my own hypothetical. So...

BY MR. TWOMEY: (Resuming)

Q. What I'm trying to get at is the language that is in the agreement will -- is necessarily broad and will be applied by the parties in various circumstances, one of which I think could be this one.

And I want to know how the agreement, if we adopt it the way MCI adopts it will apply to this kind of a circumstance because the language is very broad.

A. And again...

Q. That's my question. Assuming that BellSouth has no facilities and BellSouth would have to construct the facilities between its -- wherever it's cut off -- wherever its existing facilities terminate and this new building, MCI could clearly have that same sort of facilities installed at its own expense; correct?

A. Well, it -- I think as a -- at the highest level, you know, at the 50,000 foot level or whatever, I guess the answer is, yeah, it could. In my mind, that raises a whole host of other questions which is, you know, in what circumstances

would MCI have a need to have a little spur facility connecting one building to a network that it doesn't otherwise own and operate. And to me, that doesn't make sense.

Whereas what makes a great deal of sense, especially given the fact that the only thing in my mind that's different about the situation that you're describing in BellSouth's eagerness or willingness or whatever to construct that same facility is the fact that one of its competitors won the end user's business at this building that we're -- that we're describing.

And I don't see that as sufficient to draw the distinction that BellSouth apparently wants to draw.

Q. All right. Well, let's change the hypothetical a little bit. Let's now presume now that it's a -- it's a whole subdivision, 100 houses in it. And MCI has managed to get every single person who is about to move into this brand new subdivision to agree to subscribe to MCI Worldcom for local service. BellSouth has facilities in the area, but none actually going into that subdivision.

Under the -- under your -- in your opinion

what, obligation would BellSouth have to construct facilities throughout that neighborhood to serve MCI Worldcom customers? Assuming obviously that there are none there today.

MS. BERLIN: I object. I believe that question is broader than the scope of the issue at hand. The issue at hand has language proposed by BellSouth for insertion into the contract. And I don't understand how that hypothetical relates to BellSouth's proposed language or our opposition to it.

MR. TWOMEY: Are you objecting on relevancy grounds? Because I believe we've reserved all the objections except as to the form of the question until the time of the hearing. And I don't thing there's any limitation on the scope of the deposition.

MS. BERLIN: I think your question's overly broad, which may not be an appropriate objection.

MR. TWOMEY: I agree.

MS. BERLIN: I'll let -- I'll let Mr. Price answer if he can.

BY THE WITNESS: (Resuming)

A. Each of your hypotheticals presents

interesting issues because in the case of the subdivision -- I mean, I'm having a hard time understanding how if, you know, 100 or 200 houses, potential houses were out there, how they could be in advance any kind of contractual relationship between MCI and all of the tenants or whatever.

I mean, I could see a situation maybe where there was an agreement with the developer, you know, for provision of a whole bunch of different kinds of services to the subdivision. And in my mind, that would present a different set of issues than in your hypothetical. I -- I just...

Q. Well, let -- let me change it a little bit because I want this to be meaningful. Let's assume that we have a situation, you know, outside metro Atlanta where the President of MCI is building a new home far away from existing facilities and he's clearly going to subscribe to MCI Worldcom as his local service.

And we don't have facilities out there and we had no plan to extend facilities out there. And he calls MCI Worldcom for local service and MCI Worldcom calls us and says we need some facilities out there.

What do you -- what is your understanding of the obligations that BellSouth would have under those circumstances?

A. Generally I think my understanding of the obligations are in -- in line with the obligations that BellSouth would otherwise have. In other words, if we're assuming a situation where if BellSouth were getting the business, that special construction would apply because of the special construction factors that are listed in BellSouth's tariff, you know, are applicable, then you know that creates a different situation.

If we're talking about the type of facilities that would normally be run -- and again reusing the absence, you know, the absence of the spare distribution pair as the -- as our example, then I don't understand why BellSouth would want to impose special construction in that instance.

So I -- I can draw the line in my mind at the same point that would otherwise apply within BellSouth's special construction tariff. In other words, if special construction doesn't otherwise apply, I don't know why special construction should be previewed just because of a lack of facilities caused by the order placed by MCI.

Q. So the example that you're at least thinking of in your testimony though was the running of additional facilities to a -- to a location where facilities already exist? That's an example that you think BellSouth would have an obligation to -- to provide the additional facilities and then use whatever special construction factors it normally would use in determining where to assess charges; is that right?

A. Let me see if I can break it into two different scenarios. One scenario would be the residence or business premises where the second line is ordered. There's maybe a shortage in the distribution cable in that -- in that area that causes BellSouth to be unable to meet that order immediately.

In my view, BellSouth would have an obligation as, you know, as a telecommunications carrier to manage its network and to augment those facilities because obviously -- and if the next -- if the guy next door in the next building asked for a second line from BellSouth, BellSouth would provide the augmented distribution cable.

So I don't see the distinction in -- in that situation. The other -- the other situation

would be ordering facilities of the type not normally -- not normally used. I mean if -- if we had a small business that for some reason decided that they needed an OC 12, you know, fiber capacity, then I could see why a special construction would be applicable there because typically BellSouth wouldn't be providing fiber, you know, right up to the premises at a small business in a strip mall for example.

Q. So MCI or Worldcom is willing to pay special construction charges in any circumstance where BellSouth would access special construction charges to its own end users, assuming we use the same criteria. Is that a fair statement?

A. I -- I think the -- yes, I think that's right.

Q. And what you want to avoid is having special construction charges assessed when there are new or additional facilities being installed and the only purpose or the only reason for assessing special construction charges is that it's an MCI Worldcom end user?

A. Yes, or a request for. Yes.

Q. Now, MCI Worldcom obtains the contract for telecommunications services to a particular

building housing one single business tenant that subscribes to MCI Worldcom services for ten years into the future.

Is it your understanding that the Act would require BellSouth to upgrade those facilities and provide additional services or whatever other network equipment MCI Worldcom would request at no additional charge as though it were a BellSouth customer?

A. I guess as a preliminary part of my answer, I'd have to say that I'd definitely disagree with Mr. Varner's characterization of the pricing aspects of the recent Eighth Circuit decision as -- as having broad applicability of the sort that we're talking about here. Because I don't -- I don't see anywhere near as much in that decision as what he would like to read into the thing.

And -- and the reason I think the problem that I have with that reading is that it somehow assumes that BellSouth's network is something that is rather static and that can be sort of glimpsed, if you will, in a snapshot and that you can kind of freeze things in the network. And then assume causality for the things that need to be done to

the snapshot.

And I have a real hard time with that because, A, the network's not static; it's extremely dynamic. BellSouth is for a number of reasons doing all kinds of things to its network on a daily basis as it should. And to try to force this kind of -- of we're not required to do anything other what we've got today in the ground to me is really -- it's really problematic, both in concept and in operation. Because I don't know how you would administer that kind of view of the network where, you know, you have a particular cable or particular fiber or something and this is historic.

And, you know, something else is future and you know your obligations over the one are different than your obligations over the other. I just have a real hard time with -- with that whole concept.

Q. Obviously I think Mr. Varner's relying on the language of the Eighth Circuit ruling concerning existing network. And I guess my question to you is at least one of the purposes of the Act was to try to take into consideration the fact that duplicating BellSouth's existing network

would be prohibitively expensive for a competitor; correct?

A. If -- if by saying the purpose of the Act we include all the FCC rulings on it, yes.

Q. But running -- in my original hypothetical under this issue because the new building to which no facilities even run, the incremental cost, if you will, of -- of laying whatever facilities need to be placed between BellSouth's network and that new building, those costs should be the same for MCI Worldcom as they are for BellSouth; correct?

A. At the highest level, yes. But, again, my concern with that particular hypothetical was the fact that BellSouth obviously has facilities nearby. And we're talking about a spur and extension of those existing facilities for BellSouth. Whereas for MCI, it might mean a spur that goes from a building to essentially, you know, BellSouth's network. And that, in my mind, is not the way that MCI would want to manage its network.

Now, if the hypothetical were different and we had facilities nearby, I can assure you that it would be our preference to -- to build those facilities in the case where we saw sufficient volume for -- I mean, if we're talking about a

fiber spur, for example, and getting somebody on our network because obviously that gives us control over the network. And there's a lot of reasons why that would be to our advantage.

But in the situation where we would build the spur to connect to your network, I just don't believe that would be feasible from a -- an operational standpoint from the operation of the network and the financial implications of that.

Q. I'm -- I'm not an engineer. But if we're running -- if we're talking about a new office building, we're just talking about distribution centers; right, if there's an existing BellSouth network in the neighborhood?

A. Well, that's a good question. I mean, it depends on the forecasted demand as to how you would feed that, whether it would be fiber and high capacity equipment or whether it would just be a copper for distribution. I was assuming, because we were talking initially as if it were a relatively small customer, someone without, you know, big or significant demands for telecommunication services that we were talking about copper.

And that, that again, is another reason

why it would be less likely for MCI to do the -- the build, if you will. Because for the most part, we don't deploy copper in our network. We have an all fiber network. And just for the record, I'm not an engineer either.

Q. Let's go to issue 18.

A. All right.

Q. Okay. I don't know if you -- is this one of the ones you adopted from Mr. Martinez's testimony?

A. Yes.

MS. BERLIN: It is.

BY MR. TWOMEY: (Resuming)

Q. Okay. Let's see if he -- do you have a copy of his testimony?

A. Yes, I do.

Q. Did he reproduce the proposed language in his direct?

A. There was a...

Q. Section...

A. -- 10.1.

Q. Yeah, 10.1 of section three, do you have that attachment with you?

A. Yes.

Q. Okay. All right. Just help me understand

your testimony. On page 14 of your rebuttal...

A. All right.

Q. You say the language proposed by Worldcom is consistent with that limitation, which is the limitation referred to in the question, because it does not purport to require BellSouth to build new transport facilities for Worldcom. Do you see that on lines four through six?

A. Yes.

Q. In section 10.1, one, the second sentence, at MCIM's and a third party carrier's request, BellSouth shall provide local channel dedicated interoffice transport dedicated between MCIM and the third party carrier.

I have to tell you that that language in the proposal which you have does not appear to me to be limited in the way that you've suggested in the testimony. And let me -- my question, I guess, is would be do you agree that it does not -- it's not expressly limited in the -- in the way that you described in the testimony?

A. Yes, I can agree with that, that that limitation is certainly not apparent.

Q. Would you agree -- I don't know whether we can resolve the issue or not, but that at a

minimum, would MCIM be willing to put language in the agreement which said something to the effect of, you know, nothing in this provision shall require BellSouth to build new facilities where none exist or words to that effect?

A. Yes, I think so.

(Whereupon, a brief pause ensued.)

BY MR. TWOMEY: (Resuming)

Q. It's your testimony and opinion presumably that BellSouth has an obligation to provide transport facilities between MCI Worldcom and a third party; is that right?

A. Yeah.

Q. What's the basis for your opinion?

A. The basis would be the 319 D rule in the definition of dedicated transport.

Q. Now given our, I think, our clearing up of the question of new facilities, is -- you would agree with me that our obligation to unbundle in such transport facilities would only arise in a circumstance where BellSouth already had transport facilities in place between MCI Worldcom and the third party; is that right?

A. Generally, yes. And, again, the only hesitation I would have would be where -- you used

the term already and again, you know, with the comments that I made earlier about the dynamic nature of the network. I mean, that situation would change from time to time because BellSouth is deploying new fiber presumably on a -- on a regular basis and might in the future have facilities between two points where facilities don't exist today. But with that qualification, yes.

Q. Obviously. And when I say already, what I mean is at the time of the request the facilities are already in place.

A. Understood and agreed.

MR. TWOMEY: You know, I generally like to take a break every hour to give the witness a break. And we haven't done that. I apologize. Want to take a two minute break at this time?

THE DEPONENT: Yeah.

(Whereupon, a break was taken.)

BY MR. TWOMEY: (Resuming)

Q. Yeah, I'm not sure I understand what our dispute is here. On the issue, the sub issue, of this part is the two nodes on the same MCI network. That's part, another part, of this issue 18?

A. I would agree.

Q. And in -- in Al's testimony on pages 13 and 14, he says it is highly unlikely that BellSouth will have the existing facilities directly between two points on MCI's network or between MCI's network and the network of another carrier other than BellSouth. If in the unlikely event BellSouth facilities currently exist for BellSouth's use between points on MCI's network or MCI's requesting dedicated transport, BellSouth would provide MCI to access such facilities.

Can you tell me why we still have a disagreement? Is it the BellSouth use of the facilities that's causing the agreement -- the disagreement, excuse me? Let me show you his testimony.

A. Please, yes, I think that would be helpful. And you're reading?

Q. I was reading, I guess, at the bottom of that page 13.

A. Highly unlikely, okay. I -- I think perhaps the phrase that you mentioned for BellSouth's use is -- is a potential sticking point. And then with the discussion in mind that we had earlier about -- I mean, using the term currently exists and then I think earlier, you

know, we talked around the potential use of the phrase, you know at the time of the orders or something, in order to minimize the potential for changes between now and then.

Q. I mean, I would certainly think that I'm authorized to say that at least on this question of unbundled facilities, if we have existing facilities at the time of the order, we're not going to say, well, we didn't have them on the day that Al filed his testimony and therefore you can't have them.

Al has testified that -- Mr. Varner has testified that the -- his -- his understanding of the FCC rules is that if we've got facilities in place that we're using to provide BellSouth service and you have a need for those services to be unbundled, that those are -- that's a circumstance where we'll provide unbundled access.

A. Unbundled dedicated transport to be specific.

Q. Unbundled dedicated transport, right. And I think all the limitations that were going back and forth really get to the same issue and that is do we have to build new transport facilities between two nodes in an MCI Metro network. And the

answer to that question is no. And you'd agree with that; right?

A. I would and, in fact, that's included in my rebuttal testimony.

Q. Okay. Well, let me just use an example. If we've got unbundled transport facilities between an MCI point in Metro Atlanta and BellSouth's network in Metro Atlanta, okay.

A. I'm sorry. Start over.

Q. Assume we have Bell -- we have transport facilities between a BellSouth location in Atlanta and an MCI location in Atlanta.

A. Okay.

Q. We've got unbundled transport facilities between an MCI location in Miami and a BellSouth location in Miami. It's not your testimony, is it, that we would have to transport calls between Miami and Atlanta just because there's BellSouth stuff in between and we've got MCI facilities on either end. That's not -- that's not the position you take?

A. Absolutely not.

Q. And I've used an example of interstate calls, but I can use that example even if we're talking about west Atlanta and east Atlanta. That's -- that's not what you're seeking in this

case?

A. No, what -- what we're seeking is -- is, you know, generally straightforward, which is where transport facilities exist -- it does not have to be between MCI switches or -- or, you know, there -- there doesn't need to be anything particularly magic about the way in which or the type of equipment that's used at the MCI facilities or even if there's another carrier involved.

If there's transport facilities there and we wish to use that transport in order to, you know, to add, to augment, you know and whatever, to offer telecommunications in some manner, then that should be available to us.

Q. And you would -- would you agree that the facilities, when we use that phrase, would have to already be being used for transport as opposed to some other network function?

A. I -- no, I'm not comfortable with that. And the reason that I'm not is because the terminology is really more of a tariff holdover as opposed to anything that has to do with the technology or the engineering or the way the network is actually operated.

So I mean, there could be a SONNET Ring

for example that BellSouth is using for end user services or whatever. And transport could be provided over that Ring as easily as any number of other services. So I don't want to impose a kind of a tariff restriction, if you will, over -- over this discussion.

Q. Okay. And I think that may be where we're having a disagreement. It's your position that if there were network facilities in place, physically, that connect two points on MCI Metro's...

A. That would be used to connect two points.

Q. That would be used to provide, to connect two points on MCI's network and those network facilities, whatever they are, are capable of providing the transport function, you would say that you would be entitled to unbundled transport between those points; is that right?

A. Yes.

Q. And that's irrespective of whether those facilities are being utilized today to provide the transport function in the network; right?

A. Yes.

Q. Okay. What is the dispute as you understand it in issue 22? This may be one that Mr. Martinez has some issues here.

A. Yes, it is. It's page 26 of his direct. I think the biggest part of the dispute, if not the only part, is an interpretation of the -- of BellSouth's obligation to allow a data CLEC to provide a broadband service to an end user at the same time that MCI is using that same loop facility in combination with a switch port to provide a basic service.

In other words, it involves whether or not BellSouth no longer has an obligation to provide line sharing simply because BellSouth is no longer the provider of basic service to the end user using the switch port and loop combination.

Q. Would you agree with me that that's an issue that the FCC has addressed?

A. It's not clear. I've -- there's some ambiguity, I believe, in the line sharing decision. And I believe that it's not -- it's not my sense that the FCC intended to foreclose the use of line sharing.

And there may be some additional issues around that that don't exist in the situation where BellSouth is the retail provider to the end user. But it's not my understanding that the FCC intended to completely foreclose that opportunity from CLECs

and/or data CLECs.

Q. I'm looking for the language. The contract doesn't have or appear to have the language or the copy of the contract that I have. Do you have a -- is the proposed language set forth in Mr. Martinez's agreement -- filing?

A. No, there's a reference at fifteen and sixteen of my rebuttal to the fact that we had submitted language that had apparently been agreed to by BellSouth and COVAD and that we were awaiting the response from BellSouth on -- on that language.

Q. Yeah, but the reference to 14.1 is not correct. Well, in general it's Al's, Mr. Varner's testimony that our language doesn't comply with the FCC order. It's your proposal that it does and we'll just sort that out at the hearing if we don't settle before then. Okay.

Issue 23 appears to me to be very similar issue eighteen in terms of what is -- what's in dispute at least between the parties.

A. I agree.

Q. I would say there's no disagreement between the parties that we have an obligation to provide you in the perfect circumstances unbundled dedicated transport whether or not it's over a

SONNET Ring. The parties don't seem to disagree on that point. Do you agree with that?

A. Based on our discussions previously this morning, yes.

Q. Well, even based on Mr. Varner's testimony I believe he said -- his characterization of BellSouth's obligation is to provide you with the unbundled transport. The fact that it's over a SONNET Ring doesn't diminish our obligations in that regard. Did you understand him to be saying that?

A. I'll accept your representation of that for purposes of these questions.

Q. For example, on lines ten through thirteen of page seventeen of his testimony, Mr. Varner says BellSouth provides DS-1, DS-3 or any other existing transport links on an unbundled basis throughout its existing network regardless of whether or not those links are a provision over a SONNET Ring.

A. I recall that now that you mention it.

Q. Now, you want unbundled access to the SONNET Ring itself; correct?

A. Yes, because of the additional capabilities for delivery of service and because of the more robust qualities that are associated with

SONNET. Those are preferable where available to a point to point transport arrangement.

Q. Now setting aside the issue of unbundled transport, of which I don't believe the parties have a disagreement with as it relates to this issue, is there anything in the FCC order that talks about unbundling a SONNET Ring, you know, as distinct from unbundling transport?

A. As I understand the FCC's definition of transport -- and I'd have to go back and look at it more carefully perhaps -- but that definition of transport would include access to the SONNET Rings where they exist.

Q. Well, and I want to be clear that I understand what the issue is here. We're unbundling transport. If it happens to be over a SONNET Ring, I don't believe the parties have a disagreement; correct?

A. I believe that's -- that's a fair characterization.

Q. And help me if you can. It's your understanding that when the FCC talks about unbundled transport, it's talking about something more than unbundled transport over a SONNET Ring?

A. No, and I apologize if that was the

inference that I gave in my prior answer. What I was trying to say is that in the definition of transport, it's my understanding that the FCC's definition would include SONNET Rings as part of the unbundling obligation that BellSouth would have for transport.

Q. Well, help me understand this, that when you request unbundled transport from BellSouth, you will come to BellSouth and say I have a point here on the network and I have a point there on the network. And I need transport between those points. Isn't that what you would request?

A. In given -- at least in part, yes.

Q. And you may specify the performance levels you need of the transport, the speed or the capacity or whatever. But you're going to designate points on the network between which you need transport; right?

A. Correct.

Q. And if BellSouth's response to that request is, sure, fine, we're providing you the transport facilities and, oh, by the way, it happens to be over a SONNET Ring, hasn't BellSouth fulfilled its obligations to you to unbundle transport?

A. In that example, yes.

Q. Now, is it your understanding and is it your proposal here that MCI could come to BellSouth and say I want a SONNET Ring, I want you to unbundle a SONNET Ring?

A. I guess my -- the way that I would phrase it would be that the request would be -- again, to use your example, I need transport between point A and point B and I would like for that to be provided in a SONNET architecture.

Q. All right. And BellSouth will respond to that by either saying SONNET architecture is in place, you know, is available between those two facilities. And I think Mr. Varner said in which case we'll give it to you. Or SONNET Ring architecture is not currently, as of the time that you submitted your request, available to provide transport between those two facilities. In which case, I believe you would not request that we construct it.

A. The term construction in my mind suggests that there are no fibers there that could be used in a manner as to create a SONNET Ring. Whereas if we're talking about the placing of electronics on an existing fiber to provide that SONNET

architecture, then I don't view that as construction and I don't view that as inconsistent with the FCC's requirements for unbundling -- for unbundled transport.

Q. What exactly is a SONNET Ring?

A. Well, you're going to test my layman's knowledge of engineering terms, but it's a synchronous optical network. And generally the reason they're are called rings is because the architecture is not limited -- well, it goes beyond a point A to point B by virtue of having separate paths in a self healing and restoration capability.

Typically you have two paths between point A and point B. And if you think of it, you know, as a circle with point A on one side of the circle and point B on the other side, you've essentially got redundancy because the light will pass between the fiber optic terminals on -- on both sides of the circle in one direction.

And if at such time there is a back hold or some failure of one of the fibers, then those terminals on the fiber would have the ability to reroute the traffic over the part that hadn't failed, the fiber that hadn't failed, in almost real time manner so that service interruption is

kept to a bare minimum.

Q. And using the circle analogy, the light might be traveling in a clockwise direction and experience a failure. And it would immediately be rerouted over a counter clockwise direction to get to the point?

A. Yes. And the point really -- and I'm using that term as I think you intended it. The point is really the getting off and getting on points of those two fiber optic terminals that in my mind's eye I'm thinking in the left and right sides of the circle.

Q. All right. Now, so if BellSouth has fiber facilities between two points on its network but does not have the additional electronics in place for it to function as a SONNET Ring, it's your position that MCI could request unbundled transport between those facilities as well as request that whatever electronics would be needed should be installed to make that transport function with SONNET technology; is that right?

A. Yes.

Q. And what is the source -- and in your -- your only source for that opinion is the FCC's requirement that BellSouth provide unbundled

transport?

A. Including Ring transport architectures.

Q. In having a SONNET Ring architecture, it's not necessary that there be more than two points on the -- for the transport, is there?

A. Actually two points is I think a minimum on a SONNET Ring. You may well want additional nodes on that ring in order to be able to provision services over that -- that ring from multiple points other than just the -- the A and the B points, if you will.

Q. And my question was you don't have to have more than two, do you?

A. No. I think not.

Q. Well, help me with 10.2.3, which is one of the language here. Do you -- I don't know if you have it in the testimony. If you don't, it's right here. That's one of the proposed language that we're struggling with. Take a second to read that. Have you had a chance to read that?

A. Yes.

Q. One of the language here that I'm having trouble understanding in light of your testimony is that if a SONNET system is not available, BellSouth shall utilize its special construction process to

determine the additional costs required to provide one of those options or to construct the plant necessary to provide the SONNET system.

What type of construction are you envisioning in that language if it's not the placing of the electronics on the fiber?

A. I would -- I would see it as limited to the placement of the electronics. Again, we've already agreed that BellSouth's obligation does not -- does not include the placing of new fiber to points where that fiber didn't already exist.

So I mean, in my mind -- in my layman's understanding of the engineering there's only two pieces that are needed. One is the physical transport medium, which is the fiber and the other is the electronics or the fiber optic terminal.

Q. Well, I may have misheard you, but I thought a little while ago you said that you wouldn't characterize the adding of the electronics as construction, as additional construction by BellSouth. Did I mishear you?

A. I may have used those words. I -- I think what I was trying to do is to distinguish between the construction of the transport medium, the fiber, because we've already agreed that that

should not be an obligation, and what is necessary to make that transport medium SONNET capable.

Q. Okay. But based on the language here, the placing of the electronics to make that medium SONNET capable is construction; correct, because you've -- you've talked about the special construction process being invoked?

A. It would seem that that's the way it's being used there, yes.

Q. And this type of construction, at least as it relates to SONNET Rings, is something you believe BellSouth would have to do, although it's something BellSouth would have to do at your request; right?

A. That's -- it's my understanding that's the dispute between the parties, is to whether that obligation exists or should exist.

Q. Well, you -- I'm not sure I understand the distinction you're making. If -- and in very simplistic terms -- would the construction involved in a SONNET Ring is A, the fiber medium, and B, the electronics? I'm having trouble understanding why you would agree we don't have to do the construction as it relates to the fiber medium but we do have to do the construction at your request

as it relates to the electronics. Can you just explain the distinction that you're making?

A. I don't know if this is particularly helpful but the -- I mean the fact is that fiber is subject to being upgraded and utilized in a more efficient and in a -- in a different rate, a better manner if you will, by virtue of the type of electronics that are placed on there.

And so while -- while the term construction, you know, may be used in that -- in that phrase there it may be merely the changing out of a -- of a card. They're using a different type of device than what is already used where fiber is already in place that -- that creates that SONNET capability.

And, again, we're pushing the limits of my understanding of the engineering. But it -- in my mind there's big difference between the changing out of some electronics on a transmission medium that's already there, an obligation that we would be able to impose on BellSouth that says you've got to plow fiber in the ground or, you know, lay fiber for twelve miles between point A and Point B. That's a -- that's a much different kind of -- and more onerous obligation that we've already agreed

BellSouth does not -- does not have.

Q. So does your right to require BellSouth to do construction depend on the degree of work involved in the project? And for example, you said there was a difference between upgrading a card and plowing, you know, twelve miles of additional facilities.

Would you make that same distinction if you were only asking us to install fiber between two buildings downtown as opposed to putting in 500 yard loop?

A. No, I think -- I think the problem that we're having is that the term construction is a term that's used in the telephone industry in different ways in different departments. For example like, you know, the planning group may view a construction job as something that's no more than going out and changing out a line card.

And I think the problem that we're having is trying to understand how that term relates to some legal obligations that might flow out of the FCC's, you know, orders around the Act and all. And it's difficult.

So, yeah, I think there is a difference in degree. And the problem that we're having is with

this term that's used in different ways in different parts of the business or perhaps by the decision makers in ways that other parts of the business may not recognize.

Q. And just to be clear, the use of the term construction in 10.2.3 is MCI's proposed language; correct?

A. Well, and it's -- it's in keeping with a particular process that is understood by BellSouth to mean the placing of -- of some equipment and whatever that -- that -- that allows BellSouth to recover up front pretty much whatever its cost of putting -- putting those facilities in -- in place or doing that upgrade would be. As opposed to simply saying you have an obligation to put this and, oh, yeah, I'm going to pay you, you know, $47.37 a month pursuant to the DS1 Transport Rate in the -- in the Georgia Costing Decision.

So again -- again the term construction has special meaning as to the recovery of whatever cost BellSouth incurs. And that's another example of multiple uses of the term construction and kind of making it hard to sort through this.

Q. Well, from a pricing perspective, let's say that BellSouth is agreeable to upgrading a

SONNET, a fiber medium to SONNET capability. How would the pricing of that be handled?

A. As I understand the language that we've proposed, BellSouth would determine what the economic impact was and there would be an obligation of MCI to compensate BellSouth. I mean there may be some discussions around -- around that amount. But once that amount was settled, there would need to be compensation to BellSouth for that before the project would continue.

Q. And we wouldn't have to do a cost study to negotiate a rate for that, would we?

A. Not in the sense that we think of that in the regulatory arena. There would obviously be some calculations that BellSouth would do in -- in presenting the project to MCI for its -- for its approval or whatever. Maybe approval's not the right term. But so that the parties could agree on whether or not the project should move forward.

Q. What would happen if the parties couldn't agree on a price for the work?

A. I mean, I can envision a situation where BellSouth could come up with a number that we would find unreasonable in terms of our desire to proceed at that -- at that price, causing the request to

then essentially fall by the wayside. I guess it's conceivable that there could be a price that was established by BellSouth that we felt was inappropriate and could conceivably result in some kind of complaint proceeding or whatever. But those are just, you know, two possibilities that spring to mind.

Q. I guess what I'm -- I'm sure you know what I'm driving at and that is would you characterize your entitlement as you believe you have to have BellSouth upgrade its network in this fashion to be on the same level as your right to obtain unbundled access to other parts of BellSouth's network, in terms of cost base and, you know, Commission enforced standards?

A. And I think because the language that we have proposed envisions the use of the special construction process, the answer is no.

Q. Let's go to issue 28. What is the dispute in number 28 as far as you understand it?

A. The dispute has to do with the form of access to the CNAM data base. It's caps, all caps, C-N-A-M.

Q. Why is MCI unwilling to agree to BellSouth language, proposed language?

A. As I understand what BellSouth has proposed the -- the unwillingness to agree has to do with the limitation so that we would have to do a dip of the CNAM data base across networks on a call by call basis.

And that is, in our view, something that would add -- it would either add delay time to our end user customer to whom the call was being placed or would degrade -- otherwise degrade the service, level of service, that we're able to provide.

Q. Now, certainly BellSouth has agreed that MCI is entitled to access to the data base. You understand that?

A. Yes.

Q. You want the actual data base itself?

A. We want to be able to load the contents of the data base onto our systems which would allow us to have a less complex and less time consuming access, if you will, to that information. And understand that the time that is at issue here is the time between the -- I mean, if you're home and someone calls you, the time that we're talking about is the time between -- when your phone rings the first time and the time it rings the second time; that's the period within which the industry

standards say that this information needs to be inserted so that your Caller ID box can read the calling party name.

So there's a very limited amount of time in the call processing that we have to go out and extract that information and get it onto the customer's line.

Q. And is it your understanding that handling on a per dip basis will not allow you to comply with your -- with whatever the time requirements are?

A. Yes.

Q. On what -- on what basis do you make that statement?

A. Well, the -- the architecture -- I mean if you look at it from a contrast, if you will, between the way BellSouth would provide services to its end users and the way that we would do so, the system was designed -- BellSouth's system was designed with its network in mind so that there is a -- an efficient means for BellSouth to query that data base and to provide that information to its end users.

When we look at our network and our ability to query that same data base, it's a much

more difficult process because that system does not reside on our network. So we would have decision points, for example, as part of the completion of that call we would have to determine, A, whether or not that data base was on BellSouth's network. Or because our intelligent network is more national in scope, whether it's a Bell Atlantic network of a SBC network, you know or whatever. And launch the query to the appropriate network to extract the information, bring it back into our network for insertion during that time frame.

So by virtue of the network architecture and the intelligent network that we utilize, which is national as opposed to regional, it is more time consuming. And it would degrade our ability to provide services to our end users.

We would potentially have to hold call process -- call processing in abeyance pending the receipt of this information. And so it could add, you know, a second or two seconds into the processing of the call or we would be unable to provide -- we would have the higher incidence of not available answers on the end users line.

Q. You've said a lot and I appreciate that. Let me try to -- I have several questions. First

of all, have you done any testing or analysis, objection analysis of this phenomenon to say with certainty what the delay is?

A. I don't believe that we have done a -- a study per se. I mean, we have had people who deal with our data bases and our intelligent network look at this issue. And they are the ones who have described to me additional complexities, the additional links, for example on the signaling site that would need to created and the problem in determining which link to launch the query to, for example.

And all of those things -- well, I can't sit here and tell you, you know, on a quantifiable basis add two hundredths or two tenths or whatever in a second. All of those things would have a cumulative effect I've been told.

Q. Now this is the calling party information; correct?

A. It's the calling party's information that's delivered to the called party.

Q. But it would be -- for example, if I'm living in Atlanta and I'm the calling party, I make a phone call to New Mexico. My information resides at BellSouth's CNAM data base; correct?

A. Yes.

Q. Now MCI Worldcom, now you've described it as a national network, but I mean if I'm subscribing to your service within the BellSouth Region, you know that that data base you need to get information from is BellSouth's; correct?

A. From a -- from the standpoint of the local switch itself, yes. But again, understand that we operate local switches across the U.S. and it's my understanding of that, and what I referred to earlier is the intelligent network architecture, there are intelligent systems that are used that link the switches all over the U.S. for purposes of SS7 signaling in data bases that are associated with that.

So while it's true that the switch here would have -- there would be local interconnection trunks, for example, between our switches in Atlanta and BellSouth, the fact is that the SS7 routing would go to -- you know, it could go to Irving or it could go to some place in California or Chicago or whatever in order to be processed. And it would be at that point where there would have to be intelligence built in that would say, well, yeah, but this came from Atlanta so,

therefore, we're going to assume it needs to go to BellSouth.

And so then you have to continue the path, if you will, and launch that query across back ends of BellSouth's CNAM data base in order to extract the information. So it really is a problem that impacts us by virtue of the fact that we operate local networks nationwide and we don't have SS7 networks that are little islands, but rather it's all integrated together.

Q. Presumably you would be seeking downloads of this information from all of the ILECs where you have local customers; correct?

A. Correct.

Q. And you would take the information and create a single data base operated or run by MCI?

A. Correct.

Q. What format is -- you may not know exactly but I mean is the format of the information, even if you obtain the download, the same for all the ILECs?

A. The only way really that I can answer the question is that the content of the data bases would be the same. Now, whether or not there was any processing or transformation -- I'm not really

finding the words that I'm looking for -- but to the extent that there was anything that needed to be done to make sure that that information is readily readable across the different division or different regions in the country, my understanding is that we would handle that as part of the insertion of the data stream into our data base.

Q. Right. I mean, you've raised at least two issues. And that is the complexity of -- of trying to manage all this information and then the potential delays in call setup. If you get a single standard -- standardized data base for MCI Worldcom located somewhere in the country you will have to accept data in potentially different formats from a variety of ILECs; correct?

A. Potentially different formats and unfortunately I don't know whether that's true or not, but potentially, yes.

Q. And then standardize that information in some way and have it all in a single data base accessible to your SS7 networks; right?

A. Correct.

Q. Help me understand the difference, if there is one, between the parties position. Is it MCI Worldcom's position that BellSouth has an

obligation under the Act to provide you with a download of CNAM or -- and I realize it's a compound question -- or are you seeking this information because it would be more useful to you in this format?

A. And -- and my way of responding would be to say that we believe that the obligation that BellSouth has under the Act and FCC rules does not allow BellSouth to dictate the means by which the CLECs have access to the information.

And that we have looked at the dip by dip approach and compared it to what it would mean to us in terms of having that information in our own systems and believe that it would be far preferable, in terms of your ability to deliver high quality to our end users, if we could access that information on our own system as opposed to through a query on a call by call basis back into BellSouth's system.

Q. Is it your testimony that if the Commission does not order BellSouth -- oh, excuse me. Is it your testimony that if the Commission orders BellSouth to provide this information to you on a dip by dip basis that you will be unable to provide local service?

A. I'm -- I'm assuming when you say unable to provide local service that you don't mean completely from a closed from offering services. And, no, I'm not testifying to that.

I'm saying that our ability to do so would be diminished by virtue of the additional delay into our other degradation of the service that we would offer with respect to the delivery of calling party name.

Q. Okay. And we've -- you've already testified that you haven't actually quantified what the potential delay could be. What other potential examples of degraded service can you provide me with?

A. Actually, I may have seen some information that provides estimates of the additional length of time that is needed. I don't believe I have it. I'm certain I don't have that information with me but I may have seen some estimates of the length of time, the additional delay time, that would be created.

Q. Who would have prepared those estimates?

A. I'm trying to remember the name of the organization. It's the organization that is responsible for the delivery of directory

assistance and would be responsible for maintaining the data base for calling party name.

MR. TWOMEY: I'd like to get a copy of the -- whatever information he has reviewed on this question of possible delays. If you could provide me with a copy. I mean I can...

MS. BERLIN: Don, do you think it was -- was it a document or was it a mailing.

THE WITNESS: I know for sure I got an e-mail that had -- it was forwarded to me that has some estimates that were provided on -- and there may also be a diagram that was provided that shows the -- what am I trying to say -- the additional complexity in terms of SS7 signaling links and those sorts of things that I described.

MR. TWOMEY: All right. I am at a convenient breaking point. Do you want to take a 30 minute break, come back at 12:30.

(Whereupon, a lunch break was taken.)

MR. TWOMEY: Let's go back on the record.

BY MR. TWOMEY: (Resuming)

Q. It's my understanding, Mr. Price, that during the break you were able to locate the documentation regarding the CNAM issue. And did

you, in fact, have an opportunity to look at that information?

A. Briefly, yes. I was able to refresh my memory.

Q. Does the information contain any specific findings by Worldcom regarding the amount of time that will be added to call processing?

A. It does not.

Q. Okay. Let's go to issue 29. Let's get the easy question out of the way. What does e.g. mean to you when you're writing, e, period, g, period?

A. For example.

Q. For example, okay. The language which you have proposed in issue 29 at attachment four, section 1.1.1 says BellSouth shall not require MCIM to establish trunks for local interconnection to points other than the point of interconnection because of a particular service offered by BellSouth to its customers, e.g. UniServe or Zip Connect.

BellSouth has understood the proposed language to be not limited to UniServe and Zip Connect. And you have taken issue with that and have stated at page 20 to rebuttal, the language,

only addresses BellSouth to UniServe and Zip Connect. In reviewing the language proposed by MCI Worldcom, can you at least give some credence to BellSouth's concern that it's not limited?

A. Do I have to?

Q. Yes.

A. I was kidding. I meant did I have to lend credence.

Q. I understood the question that way and that's why I said yes.

A. Well, I think the short answer is yes. I can understand the concern. Again similar to discussions that we had this morning, it would be my understanding that the use of the e, period, g, period in the parenthetical at the language proposed by Worldcom in attachment for 1.1.1 is because of the potential for BellSouth to offer in the future other services that would impose a similar obligation on Worldcom to do -- to configure the interconnection trunks in such a way as to accommodate BellSouth's retail services which, obviously, we take issue with.

Q. Okay. And I think -- I appreciate that. I think all I want to confirm is that the issues raised by MCI Worldcom with respect to issue 29 go

beyond the question of Zip Connect and UniServe; correct?

A. There are some other concerns that are raised in other issues having to do with other requirements for direct trunking, if -- if that's your question. I mean as to a specific service that BellSouth offers, I think the examples that we've given exhaust, if you will, the concerns that we have with respect to the configurations that are necessary to accommodate your retail offerings. There -- there are related issues with respect to direct trunking that we talk about in other -- in other issues.

Q. And you understand that BellSouth routes its traffic to the UniServe and Zip for -- with respect to UniServe and Zip Connect to the TOPS platform through direct trunking arrangements; correct?

A. I'm unable to confirm my understanding of my agreement with the way you characterized it at this time. I may need to look at a statement from one of your witnesses to that effect.

Q. Yeah, I think Mr. Milner addressed this point. If you have -- if you don't have Mr. Milner's testimony handy?

A. I do not.

MS. BERLIN: I have it.

BY MR. TWOMEY: (Resuming)

Q. He's provided testimony on page 17 of his direct to explain that the direct trunking of the facilities to accommodate UniServe and Zip Connect is precisely the way that BellSouth does it and all other CLECs do it.

I guess my first question is do you have any reason to disagree with Mr. Milner's statements that -- of fact as to those issues?

A. Excuse me. As I understood your question, it had to with whether BellSouth had to have dedicated facilities to the TOPS tandem in the provision of its -- and I'm going to get confused with respect to which service we're talking about, with respect to the UniServe offering.

I'm not sure that that's what Mr. Milner says on page 17 of his testimony. And I'm drawing the distinction because BellSouth has the potential within its own network to have both dedicated and common transport provided over the same facilities such that the common transport facilities would terminate at one point and the dedicated transport facilities might carry on to some other point in

the network, say the TOPS tandem for example.

And without knowing more about the specific configuration it's just not abundantly clear based on this -- this one paragraph at the top of seventeen of Mr. Milner's testimony that -- that it would, in fact, be comparable if MCI Worldcom were to have to utilize dedicated facilities to the TOPS tandem.

Q. Okay. That's a fair assessment. My question is then assuming that the manner in which BellSouth is offering unbundled access to the UniServe service is comparable to the manner in which it provides that service to itself, MCI is not asking for anything more than that or different from that, is it?

A. I'm not sure that it's a matter of more than or different from. It's a question of whether BellSouth's configuration of its retail offerings can cause us to have to interconnect in specific ways that are otherwise not efficient from an engineering and a technical standpoint.

And clearly desegregation of traffic or the creation of separate trunk groups for what, I believe, at one point in Mr. Milner's testimony, is a relatively small amount of traffic, there are

concerns with having to create such inefficient network architecture for such a small volume of traffic.

Q. I guess what I'm trying to get to here is what is the issue, is this an interconnection issue as far as you're concerned as compared to an unbundled element issue?

A. Yes.

Q. When you obtain access to the UniServe service, are you getting that as an unbundled element or is it just a function that is available because of the way you interconnect with our network?

A. Well, I have to tell you I am not extremely well versed on the BellSouth offerings that we're talking about here. But as I understand it one of -- one of those, and I can't remember which one, is a sort of a LATA wide one number calling arrangement that BellSouth provides for its customers.

And the problem, of course, as I see it, is that if one of BellSouth's customers wanted these products, happens to be visiting a location of a customer whose local service is provided by Worldcom, then what we're saying is that BellSouth

wants us to have to conform our interconnection in such a way as to enable BellSouth to offer its service.

Because that's really not the service that we're offering. It's the service that just happens to be -- you know, the call is -- is being attempted at one of the locations we do provide local services on and we're -- that's why I characterized it as an interconnection issue. Because it has to do with whether or not we have to configure the interconnection in such a way as to accommodate BellSouth's retail offerings.

Q. Well, how would MCI propose that the trunking would work? What kind of trunking are you proposing that would allow you to utilize the service similar to UniServe?

A. I may be stepping over in Mr. Olson's responsibilities, here but as I understand the way that we typically would try to set up the inter -- the trunking cross the interconnection there would be -- there would be the ability to deliver over the existing interconnection on the -- on the trunks that already in existence to the tandems or -- or a particular end office or whatever that this traffic could ride on so that it would be -- so

that it would not require a segregation of the traffic in the -- in the use of inefficient trunking.

The idea from an engineering standpoint is that you try to make your trunks as efficient as possible. And there comes a point where the volume of traffic over a particular trunk group is so low that you're really utilizing an inordinate amount of facilities in order to handle traffic that is very wasteful. And so obviously we try to avoid that.

And again, to the point that there's not a lot of this kind of traffic out there, which I believe is something that Mr. Milner testified to, the setting up of specific trunk groups for this particular service would be inefficient. And unfortunately I can't -- I can't tell you from like Mr. Olson's perspective what type of trunking would work to eliminate that.

But I think what we would hope would be that the engineers to get together and try to work that out in a manner the engineers agree is most efficient.

Q. Well, I think you've gotten to where my question lies. And that is if the current

arrangement for UniServe as an example is provision through dedicated trunks for either for BellSouth or from other CLECs, a suggestion that it be done over shared facilities would require some modifications to BellSouth's network, wouldn't you agree?

I mean modifications in the broader sense, whether it's just a software change or some other change, but some modification would have to be done in order to handle the traffic in the way MCI is suggesting?

A. That is what I take from Mr. Milner's testimony, yes.

Q. Okay. And it's your testimony that BellSouth has an obligation to make whatever modifications are necessary to accommodate MCI's desire to minimize its trunking facilities?

A. Well, I wouldn't frame the issue that way. Because again the issue is that BellSouth has a particular service that it has chosen to configure in a particular way and it's trying to impose a particular means of interconnection on us even though it's not our service; we're not collecting the revenues from it. And it's not something that we are offering to our end users.

So I mean, it's an old cliche but it's sort of like the tail wagging the dog from our perspective because it's BellSouth's service that's seeking to be the factory that drives the point of interconnection.

Q. Well, your customer would be the calling party who was dialing the number of the customer who had the UniServe service; is that right?

A. Well, I think the way that I characterized it earlier would be that it would be your customer and it would just be at a location or a premises that's served by MCI, a visitor, if you will, a guest in the office.

If you were one of the customers who subscribed to this service and you tried to place the call from our offices here because we're served by MCI, then you would be frustrated with your service provider because it can't be -- it can't be done. In that instance, obviously, you're not our customer.

Q. Well, as I understand it -- let's use UniServe as an example -- I'm a business and I set up a single number that anybody dialing it from any location can reach. Is that your understanding what the service is?

A. I have a very limited understanding. That's consistent with it.

Q. And to be more specific, anybody within a particular geographical area can dial my number as a local call?

A. Right.

Q. Instead of a long distance call; correct?

A. Right.

Q. Your customers could be among the customers who call my number; correct?

A. Yes.

Q. Your end users?

A. Yes.

Q. And aren't we talking about how to transmit that traffic of your customer, your end -- your end user through the BellSouth network to be able to make this connection to the BellSouth customer?

A. At one level, yes. At the other level, we're talking about whether or not there has to be a specific set of trunk groups configured in a very specific way to accommodate BellSouth's way of having configured the service.

Q. Because as I understood the issue -- I may be incorrect -- what we were really disagreeing

about was in a circumstance where you set up a UniServe type arrangement for your customer, your customer is the business.

We're saying that if we're going to have to deliver traffic from disparate locations to your customer, your end user, as a UniServe type product you need to establish trunking facilities the way that we've proposed or we just can't get the traffic there because of the way we've got our network configured.

A. And I have to tell you that is not my understanding of the issue in dispute.

Q. Okay.

A. And not having negotiated these provisions I can't sit here and tell you that you're wrong and I'm right or vice versa. But that's not my understanding.

Q. I mean we're certainly not suggesting that you have to have a dedicated trunk for each of your end users; right?

A. Yes, I agree with that.

Q. What we're talking about is at a minimum a dedicated trunk from BellSouth's TOPS to some part of MCI's network; correct?

A. Yes.

Q. Issue 39 concerns wireless type one and type two A traffic. What's the issue in dispute here as far as you understand it?

A. I understand the dispute to be in how the traffic to and from the type one and type two A wireless, how to characterize that traffic whether it's transit traffic or traffic that terminates to an end user, which is I believe terminate to an end user is BellSouth's proposal.

And then related to that is the issue of whether as part of that BellSouth should be retaining all of the compensation from the type one and type two A wireless carrier when it transits a call from such a carrier to Worldcom's network.

Q. For a local call which originates on MCI's network and terminates on AT&T Local, whatever the name of their company might be, network MCI would owe reciprocal compensation to AT&T; correct?

A. I believe so, yes.

Q. Okay. And what's at issue as I understand it in the language that's in dispute, if that call starts on the MCI network, transits the BellSouth network, who then delivers the call to AT&T and terminates it on AT&T's network, MCI wants BellSouth to be responsible for paying reciprocal

compensation to AT&T; isn't that right?

A. I think I in part I can agree with that. In the potential clarification is that it's my understanding that BellSouth's proposal would have BellSouth, in that instance, collect from MCI all of the compensation that is due for transport and termination. So if it's going to collect that from MCI, then it should be responsible for paying the carrier who actually performs the terminating function.

Q. Well, let's look at the language in the contract. You don't have a copy, do you?

A. No, I don't.

Q. Okay. The language 9.71 says for calls that transit BellSouth's network, whether they originate from MCIM and terminate to a third party, LEC -- that's in all caps, L-E-C -- CLEC or CMRS provider or originate from that third party and terminate to MCIM and transit BellSouth's network, comma, MCIM may require BellSouth to make arrangements directly with that third party for any compensation owed in connection with such calls on MCIM's behalf or deal directly with that third party at MCIM's option.

In that language, you are simply proposing

that you will hand traffic off to BellSouth for termination on a third party's network and BellSouth will just be responsible for any reciprocal compensation that may be owed; correct?

A. I think you left out a piece. As I would understand it, the intent would also be that we would settle with BellSouth for the compensation owed on the traffic and then BellSouth would in turn settle up with the carrier who actually does the termination if, in fact, there's a -- there's only a transiting function performed by BellSouth with respect to that particular call.

Q. Okay. Well, if anything has been left out -- let me just be clear, where in the MCI language that you propose does it say that you will pay us the reciprocal compensation?

A. I believe that language in -- and I don't know why we jumped from nine to 10.7 here, but in the subsequent...

Q. I'm not sure either.

A. -- in the subsequent paragraph there is a phrase that says that BellSouth shall charge MCIM for such calls terminating to that third party as if such calls had terminated in BellSouth's network using BellSouth's rates as a described herein.

So there is a compensation provision that runs both directions. I only quoted the part that originates from -- from MCI.

Q. Right.

A. And in the subsequent paragraph to the one that you had me look at.

Q. Well, the -- a little further down the page is -- is the MC -- excuse me, is the BellSouth proposal which is not -- which is not to treat the traffic as transit traffic at all. Why don't you read to yourself and then I have a question or two about it. As I understand it, this language of BellSouth would be in lieu of this other language.

A. Yes, I'm generally familiar with that part of your proposal.

Q. Okay, what's the objection to just simply not treating the traffic as transit traffic at all? How does that -- I guess let's be more specific. How does that -- what are the financial implications of adopting BellSouth's proposal as far as you understand it?

A. The -- I don't know that there are specific financial implications. I believe the sort of the thing that we, you know, raised as concerns had to do more with the administrative

aspects of it which are today BellSouth is -- well, let me back up.

As I understand it today, where the traffic originates on the Type I or Type IIA, CMRS connection carrier or whatever, BellSouth collects all of the terminating compensation and retains it all. And I think what we're trying to accomplish in our language is that the compensation actually go to the carrier that's terminating the traffic.

Q. Well, what is your understanding of BellSouth's position as it relates to the issue of waiting until meet point billing system capabilities?

A. I think that's where I started to go a few minutes ago with respect to the administrative concerns. Because -- pardon me -- if there's a mechanism in place today for Type I and Type IIA that allows BellSouth to collect the terminating compensation then we don't see any reason why that necessarily needs to be discontinued. Because all it does is really transfer a large administrative burden to us for the collection of something that BellSouth has previously been collecting but simply not remitting to us.

Q. Okay. Let's go to issue 40. Okay. I

don't see a lot of disagreement here. And maybe I need to ask a few questions so I can understand what the disagreement is.

You do not disagree that a long distance call from Chicago to Atlanta would not provoke reciprocal compensation charges whether the protocol that was used to transmit that call was IP telephony, or some other protocol, assuming it was a phone to phone call; is that right?

A. That is correct. I would not disagree.

Q. And BellSouth has proposed some language that says IP, telephony traffic will be considered switched access traffic. And do you understand that to include both long distance and local calls, is that one of the reason you object to the language?

A. Yes. As I -- as I understand it we're -- we're looking at the fact that the FCC used the term to describe a pretty wide range of potential services and/or a means of offering services. And given the breadth of that definition, it causes us a great deal of concern to say that it should be treated, you know, as switched access.

Q. In Mr. Varner's testimony -- and you don't need to look at it -- but page 54, he says in lines

four through six, apparently MCI believes that all traffic transmitted by a IP telephony should be treated as local regardless of where the end points of the call occur and that reciprocal compensation should apply to all calls. That's not what you believe, is it?

A. No, it's not.

Q. Okay. I could rework this sentence a little bit and say that apparently BellSouth believes that all traffic transmitted by IP telephony should be treated as long distance regardless of whether the in points of the calls occur and that switched access charges should apply to the calls. And that might characterize your concerns about the BellSouth language; correct?

A. Yes, it would.

Q. Okay. And Mr. Varner has also testified that that's not his position either regardless of how the language reads. So let me just see if I can -- I'm not going to negotiate the language here, but would MCI Worldcom be willing to include language in the agreement that said words to the effect that reciprocal compensation shall not apply to long distance calls whether that -- whether those calls are transmitted by IP telephony or some

other protocol?

And I don't want you -- I'm not confining you to that particular agreement but that -- words to that effect?

A. Well, as you're probably aware and as we'll probably talk about more in just a few minutes, you know, both of our companies have filed extensive comments with the FCC and the Public Notice on the remand from the DC Circuit and the whole issue of reciprocal compensation.

And there's nothing in Worldcom's comments that suggests anything that would change the traditional view of when switched access applies. In other words, the end to end call theories, you know, apply in the traditional long distance arena because you've got carriers involved with the call from an end to end basis.

Whereas we're arguing that in the local arena, where the call may be an IP -- the call may be to an ISP, whether it's IP telephony or, you know, going out and browsing the web or buying tickets to a Broadway show before you go to New York City, whatever, because the carriers that are operating to furnish the carrier to carrier portion of the call are operating within a local area,

reciprocal compensation applies because there's no such access.

So I guess that's a long way of saying that we view that switched access applies for things that are clearly long distance telecommunications. And for things that are local where access charges don't apply, reciprocal compensation should. So we're not trying to bootstrap any kind of argument on reciprocal comp into the long distance arena.

Q. Well, and that's what I'm trying to see if there's some -- as I understand what the FCC is struggling with on IP telephony or at least has not been definitive yet on, is whether switched access charges will apply or whether there will be no charges, no such charges at all when it's a long distance call using IP telephony. Is that your understanding of the issue?

A. Well, I mean that's probably not a -- that's probably a fair characterization of the open question but the fact that it is an open question before the FCC means that, you know, we could refine the statement of the issue in -- in large extent before the FCC decides how the charging should apply or in what instances switched access

does and does not apply.

Q. Well, I guess what I'm trying to get to is I think there are two different questions here. One is whether there should be switched access charges applicable to a long distance call using IP telephony. That's one question.

The second question is whether we can agree that reciprocal compensation will not apply if a long distance phone to phone call is made using IP telephony at some portion of the -- of the call. And that's the issue as I understand it.

So whether or not the FCC decides to apply switched access charges or not to such calls, do you agree that reciprocal compensation wouldn't apply in a circumstance where -- we'll go back to my example -- a person picks up the phone in Chicago, it goes over SPC Ameritec network to the long distance provider in Chicago who then, using IP telephony protocol, sends the call to BellSouth in Atlanta, hands it off and BellSouth terminates the call.

But of those circumstances with phone handsets on either side there is no reciprocal compensation obligation.

A. That certainly sounds reasonable and as a

-- as someone who deals with policy I can tell you that doesn't create any heartburn for me from the standpoint of what would -- would constitute a reasonable policy objective.

The fact that it's still an open question for the FCC I think is part of the hindrance in our ability to reach agreement on what should apply. And maybe -- maybe there is a point -- maybe the dispute can be narrowed between the parties, but I'm not sure that either one of us are in a position to actually settle that out given the fact that the issue is still pending before the FCC, the issue of what does constitute the appropriate treatment.

Q. So you think the FCC is -- has got an open issue as to whether reciprocal compensation would apply in the hypothetical situation that I just described?

A. I think it could be characterized that way. I'm not sure that -- again, I don't see that we would be arguing for that as a policy result. But obviously we're only one of, you know, a variety of folks that would be commenting on the issue.

Q. And if the FCC would adopt a ruling that

said, for example, using the hypothetical that I just used, switched access charges would not apply, period?

A. Right.

Q. That's all they said, would you take the position on that basis that because there are no switched access charges applying to that call, therefore reciprocal compensation must be owed?

A. Possibly. I mean, and again I'm just, you know, it is within the realm of possibility. I can't tell you that that's something that we've discussed at all because I'm fairly close to those kinds of discussions and haven't heard any mention of that.

So I'm just saying that it's not -- I can't sit here today and completely rule it out. I can tell you it doesn't make a lot of sense but.

Q. Well, in your testimony on page 24, lines nine through eleven, you appeared to be ruling it out. You said Worldcom does not believe that reciprocal compensation is due for long distance calls originated by handset using telephone numbers?

A. Right. And like I said earlier, that's a fair statement of our belief of what the policy

should be.

Q. And given the substantial disputes that have occurred between BellSouth and CLEC and other ILECs and CLECs over reciprocal compensation for ISP bound traffic, you don't disagree that the parties ought to be very specific in this agreement as to exactly what they expect will apply under those circumstances?

A. Such a -- such care would hopefully reduce the number of disputes in the future, yes.

Q. All right. Let's go to issue 42.

MS. BERLIN: Issue 42, I don't know. I don't have issue 42 as one of your issues.

BY MR. TWOMEY: (Resuming)

Q. This is the tandem -- yeah, I'm sorry. This is whether you are permitted to offer tandem services for switched access traffic. Has that been resolved; is that your understanding?

A. I would like to think so.

MS. BERLIN: Well, on my matrix, I don't have it down as resolved. But I didn't have it down as one of your issues so...

THE WITNESS: I understand it is.

MS. BERLIN: All right, I'm sorry.

BY THE WITNESS: (Resuming)

A. No, but that's...

Q. Hold on. Hold on.

MS. BERLIN: Was it in your testimony or was it in Don's testimony or -- here it is.

MR. TWOMEY: It's in his testimony.

BY MR. TWOMEY: (Resuming)

Q. Let's go on to the next issue and I will await a response to my page on this question. Let's go to issue 43, reserving my right to come back to issue 42. Okay, 43 concerns your request to obtain the entire ten digit telephone number for certain calls that are made; is that right?

A. Yes. Yes.

Q. Why do you need that telephone number in circumstances where ANI and BTN are not recorded?

A. The concern, as I understand it, has to do with the situation where BellSouth is the toll carrier for a call that originates in another carrier's service territory which presumably to mean an independent telephone company and without the telephone number we are concerned that the -- our ability to collect for the charges that we should levy for terminating access would be difficult to -- we believe it would create additional difficulties in our -- in our collection

efforts on those bills.

Q. And what's the basis for your concern? I mean, have you spoken with independent telephone companies about this subject?

A. I personally have not. It's my understanding someone within the company has.

Q. Who would have had such conversations with independent telephone companies?

A. Mr. Martinez.

(Whereupon, a brief discussion ensued off the record.)

BY MR. TWOMEY: (Resuming)

Q. In billing -- this would be billing independent companies for reciprocal compensation; is that right?

A. No, it would be terminating access for calls originating in the independent territory.

Q. Switched access, okay.

A. Yes.

Q. How is billing of switched access done today? What is involved in billing switched access charges?

A. There is -- I mean generally the CABS process, Carrier Access Billing is the process by which access bills are rendered. So I mean the

creation of the CABS bill requires certain identifying information. And as I understand it, the concern is that simply the NPA/NXX is less desirable in terms of our ability to, you know, prove, if you will, that charges are owed to Worldcom, you know, given traffic over the billing period.

Q. Now the NPA/NXX is the area code and the first three digits of the seven digit telephone; correct?

A. Correct.

Q. NXX codes are assigned to carriers?

A. Correct.

Q. A single NXX code cannot be assigned to multiple carriers; is that correct?

A. We're fast approaching the day where I believe that will not be the case. But at this time, if we put aside the issue of number portability, it is the case that NXX are assigned to a particular carrier.

Q. So using an example, Louisiana, if a call from E-Tel were made to an MCI customer and you received the NPA/NXX you would be able to conclusively determine that it was an E-Tel customer; correct?

A. There's certainly a strong indication there. I think the question, again, as I understand it is that we would have an allegation that we would make in trying to collect. And the question is if we had no other information except for the NPA/NXX, we didn't know what line the call originated from, that there might be a greater likelihood of a dispute and an inability on our part to collect the terminating access.

Q. Now, I believe that whoever's testimony addressed this issue confirmed that, you know, in the relationship between BellSouth and the independent telephone companies today, the independent telephone companies do not require the NPA/NXX, anything other than then NPA/NXX; is that right?

A. I recall that, yes. I believe that was Mr. Scollard.

Q. Have you attempted to negotiate any sort of agreements with the independent telephone companies to address billing issues? And I say you; I mean that in the sense of Worldcom.

A. I don't know.

Q. So you don't have any basis for believing that the independent companies would not be willing

to enter into an arrangement with MCI consistent with the way they have handled the traffic with BellSouth; right?

A. Nothing specific, no.

Q. Mr. Scollard referred to industry guidelines on how traffic is -- is -- well, not traffic is handled but information about calls is transferred among parties. Did you read his testimony on that subject?

A. Yes, I did.

Q. Is compliance or consistency with the industry guidelines insufficient as far as MCI is concerned on this point?

A. I'm -- I'm hesitating a little bit because there are different billing options in the guidelines, in the order and billing form guidelines. The fact that two parties agree to a particular set of guidelines doesn't bind either one of those parties to -- what's the term I'm trying to find -- adherence to those guidelines as -- as with respect to some other party I guess is what I'm trying to say.

Q. Well, BellSouth -- so, certainly, BellSouth's agreement to conform with the guidelines in -- in it's relationship with

independent telephone companies doesn't obligate BellSouth to conform to those guidelines with respect to MCI. I agree with you.

My question, though, is BellSouth has offered in Mr. Scollard's testimony to enter into an arrangement that is consistent with the industry guidelines on this point. He said we are now offering to do that. Is MCI unwilling to do that?

A. No. And I apologize if that was the inference that I provided. Because what I was really trying to say is that the fact that a third party has agreed with BellSouth on guideline, option A, doesn't mean that that third party can disagree with option A with respect to MCI.

Q. Now issue 45, at least as Mr. Varner understands the issue, MCI appears to be proposing language in the agreement that if read literally would require BellSouth to pay reciprocal compensation to MCI in a circumstance where BellSouth is simply transiting a call which originates another CLEC network.

Do you understand that to be the concern he's raised in his testimony?

A. Something definitely along the lines of the way you characterized it, yes.

Q. Well, what is MCI proposing in circumstances similar to the one we talked about earlier?

But let's start with a call that originates in an AT&T network. It's transmitted by BellSouth to MCI's network where it's terminated. Under such a circumstance, if it were a local call MCI would be entitled to reciprocal compensation; correct?

A. Yes.

Q. Who would be responsible for paying the reciprocal compensation in that scenario?

A. As I understand our proposal, the situation that you described would have BellSouth render a bill to AT&T for transport and termination. BellSouth would retain the transit amount that it is due for having handled the call on a transit basis and then remit the remaining amount to Worldcom for having terminated the call.

Q. Why couldn't MCI bill AT&T for the reciprocal compensation using the scenario that I described?

A. I don't think there is a limitation, if you will, that would preclude MCI from billing for the terminating portion.

Q. And is MCI proposing that if its proposal were adopted that BellSouth be required to pay MCI for the reciprocal compensation owed by AT&T even in a circumstance where AT&T refuses to pay BellSouth?

A. Well, I think the example that you used would add some -- the need for some administrative provisions to make sure that that didn't occur. But I wouldn't think that -- I wouldn't think it reasonable to suggest that payment had to be remitted to Worldcom if the originating carrier had failed to pay for the traffic.

Q. Now, in the circumstance that I've described where a call originates on an AT&T network, transits BellSouth's network and terminates on MCI's network, assuming again it's still a local call, MCI and AT&T in that scenario would have had some kind of an interconnection agreement; right?

And I'm using the term interconnection agreement generally to mean some sort of agreement on how to compensate each other for calls; right?

A. Generally, yes.

Q. There would have to be something in writing presumably that said what the rate would be

for the reciprocal compensation; correct?

A. Yes.

Q. And you would agree that BellSouth should be compensated for the transiting function?

A. Yes.

Q. Irrespective of whether the originating carrier would pay MCI for the reciprocal compensation; right?

A. Well, in that situation both MCI and BellSouth would have a -- a valid claim obviously to AT&T for that traffic, yes.

Q. Now, in discussing the wireless traffic, you suggested that BellSouth is physically collecting the reciprocal compensation on the front end and you simply believe that it would have an obligation to remit it in whatever fashion was appropriate; correct?

A. I'll accept that characterization.

Q. Is it your understanding that that's how CLEC to CLEC traffic transiting over BellSouth's network would be handled, that BellSouth would be collecting the reciprocal compensation from the originating carrier?

A. Well, it certainly could be. Again, it's going to be rendering a bill for the transit

function that it's performing as well as presumably for termination.

I mean, I'm certain that for any given originating carrier, BellSouth provides a certain amount of transit capability for traffic that terminates on other carrier's network. And then given the market share that BellSouth has, probably has a lot more of the charges for transport and termination.

Q. Well, let's set aside for a moment the question of whether BellSouth has the technical capability and expertise to handle the billing of reciprocal compensation in the manner that you've suggested.

Is it your opinion and testimony that BellSouth has an obligation under the Act to agree to this language that you've proposed? And I don't mean specifically this -- these words, but to agree to perform that billing function for MCI.

A. The -- I don't -- I can't point to anything specific that says that this particular language in the Act or a particular FCC rule obligates BellSouth to perform the billing this way. I think there are some strong arguments with respect to efficiency and perhaps elimination of,

you know, economic barriers to entry or whatever could be made. But those are more indirect arguments obviously.

Q. I have it on good authority that issue 42 is not resolved.

MS. BERLIN: It isn't. It's just my mistake.

BY MR. TWOMEY: (Resuming)

Q. I'm going back to 42. All right. In issue in 42, BellSouth has proposed language in the agreement which says that MCI agrees not to deliver switched access traffic to BellSouth for termination except over MCI ordered switched access trunks and facilities. If you don't have a copy of our proposed language, it's right there.

A. I see that.

Q. What is your objection to that language?

A. Generally the objection is that we -- we do not believe that such a limitation is -- is appropriate and reasonable. And the reason is because that essentially locks in the historic way in which BellSouth has provided access services and eliminates the potential for there to be particular type of -- of competition in the access arena, in the switched access arena.

Q. Well, let's go back to my Chicago to Atlanta example. For a call that MCI Long Distance takes from Chicago to Atlanta, I'm guessing the situation involved with issue 42 would be where MCI Long Distance hands the call off in Atlanta to MCI Metro or whatever the name is in the MCI local company, who then hands the call off to BellSouth for termination to one of the BellSouth's end users, is that what -- is that the situation being addressed here?

A. I think generally, yes. Although, you know, obviously it could be any number of companies, the interexchange carrier. There's -- the issue goes beyond particular interexchange carriers and the concern is, of course, that it precludes us from being in a position to utilize UNE facilities in our existing switches in such a way as to provide a competitive alternative, if you will, to BellSouth's traditional tandem switched access.

Q. All right. You've corrected me and -- and but you've gotten to the heart of it. We're not talking about traffic here in issue 42 that comes from MCI, the interexchange carrier, and is delivered to BellSouth directly as the local

exchange carrier; correct?

A. It goes -- it goes beyond that. I mean, that is a sub set of what we're talking about.

Q. Well, we've got a local interconnection agreement here. I just want to be clear on which MCI unit we're talking about. Aren't we just talking about the exchange of traffic between MCI's local exchange carrier by whatever name it's doing business and BellSouth in issue 42?

A. And I apologize. Can you ask me that again?

Q. Doesn't the issue in number 42 concern the exchange of traffic between MCI Metro or whatever MCI local exchange company we're dealing with and BellSouth?

A. In -- in large part, yes. But as you know, we get into some of these other issues there are -- there are toll and access implications associated with the interconnection that is obtained under the agreement.

Q. There's no dispute between the parties that BellSouth is entitled to terminating switched access charges for long distance calls which terminate on it's network; correct?

A. Yes, I think that's correct. I think the

concern here is that BellSouth is seeking to put language in here that insures that the terminating switched access that it is able to continue to charge consists of trans -- well, consists of tandem switching for example and perhaps other elements for which there could be competitive alternatives.

I mean, we perhaps could draw a picture and draw the BellSouth end user receiving the toll call from Chicago. And in that instance, no matter what we would argue that end office switching and whatever loop elements are still chargeable under either State or Federal Law would be -- I guess that would be Interstate -- would definitely be chargeable by BellSouth to the interexchange carrier.

What is potentially at issue is whether or not BellSouth could utilize language such as this to insure that it does not see competition for tandem switching and possibly transport with that call.

Q. Now, how would they insure that they don't have competition? I'm not sure I understand that.

A. Well, the language as I read it would preclude MCI Metro from offering a competing tandem

function and then using either its own network or leased facilities to terminate traffic to a BellSouth office because those facilities would not be, quote, switched access trunks and facilities.

Q. Well, the -- the issue here is the -- is the facilities which run between the MCI Metro and BellSouth networks; correct?

A. Yes.

Q. MCI Metro could offer any kind of network configuration to -- let's use an example -- AT&T interexchange carrier; correct?

A. Correct.

Q. And as long as -- and however that traffic was obtained from AT&T and handled by MCI Metro, under the language proposed by BellSouth the only thing that we would require is that you deliver it to us on trunks, which you've ordered as switched access trunks; correct?

A. Yes.

Q. And what I understand the concern to be by BellSouth is that if you ordered both tandem trunks and switched access trunks that go to the same end office of BellSouth's, you won't route your long distance traffic over the tandem trunks; correct?

A. That's the concern that's been expressed

by BellSouth, yes.

Q. And the reason we've raised that concern is that if you route the traffic that way, that is what should be switched access traffic over the tandem trunks, we may not be able to determine that that traffic is traffic for which switched access charges apply.

A. Again, I believe that is a -- a claim that BellSouth has made.

Q. Well, why would MCI object to delivering the traffic in a manner which permits BellSouth to bill for the services that it provides?

A. And I don't think we do. I think -- it's my understanding that the -- that the claim that there would be an inability to bill is not a valid claim.

Q. Well, if the language that MCI is proposing were adopted, what would prevent MCI from simply ordering tandem trunks to BellSouth's end office and routing all the traffic, whether it was switched access traffic or local traffic, over that one trunk?

A. If I understand your question correctly, I don't -- I don't believe that there's necessarily -- and perhaps I'm wrong -- but I don't believe

that there's necessarily a limitation that would preclude that. But the fact that the traffic would be delivered over that trunk doesn't preclude BellSouth from determining the jurisdiction of the traffic and charging accordingly.

Q. How would BellSouth determine the jurisdiction of the traffic?

A. Either with the call information that's provided with the call or by some fact or some jurisdictional factor.

Q. Is there anything that MCI could do in switching that traffic to basically disguise the fact that it was switched access traffic?

A. I suspect that there probably are things that MCI could do that could do that. Again, that's not our intent and not what this issue is about in my understanding.

Q. Well, clearly I don't impugn the integrity of MCI. But under the pick and choose rules, another company could adopt this MCI agreement; correct?

A. That's my understanding.

Q. And one with not as pure intentions as MCI could effectively gain the system and deprive BellSouth of switched access charges if this issue

is not addressed directly; correct?

A. And I'm hesitating a little bit because while I think there's probably no disagreement with what you've said, I don't think that this is necessarily the -- the slippery slope. I think there are already carriers that are probably doing things to disguise traffic out there today.

Q. Now, you've suggested on page 27 of your rebuttal testimony in line 22 that -- that our language would preclude Worldcom from offering tandem services to other carriers. What about BellSouth's proposed language would preclude you from offering tandem services to other carriers?

A. As I understand it, the limitation would largely be an economic one. In other words, there would be no -- no reason for MCI to seek to do -- to provide that competitive alternative if it couldn't compete on price with BellSouth. And it can't compete on price with BellSouth if it has to charge exactly the same rate as BellSouth, you know, for a minute of traffic.

Q. Well, why would -- why would you have to charge the same amount as BellSouth for a minute of traffic?

A. The trunks would be ordered as switched

access trunks and BellSouth would presumably be charging its full tariff switched access rates for the traffic. I don't know how we could take that and make a competitive offering to an interexchange carrier.

Q. Well, if all the traffic going over the trunk is switched access traffic --

A. Right.

Q. -- it's a switched access trunk there should be no problem; correct?

A. Well, except that I think as I understand the issue the way that we would seek to compete in the provision of the tandem service would be the ordering of UNE trunks under the interconnection agreement to connect our tandem, at which I think we would agree that, you know, BellSouth would be compensated for the dedicated transport between our -- our tandem and BellSouth's end office switches and then provide a transport switching and trans -- I'm sorry, a tandem switching and transport function to interexchange carriers, such that now instead of going through the BellSouth tandem to the BellSouth end user, they would have the option of going through the MCI tandem to the BellSouth end user.

And that's what I said in a previous answer a few minutes ago in that instance BellSouth's access charges to the interexchange carrier would be limited to the end office elements as opposed to end office and transport and tandem switching as would be the case today for tandem routed terminating access.

Q. Well, I'm -- okay, well, BellSouth is only asking in this language that you deliver traffic to us on switched access trunks; correct?

A. Yes.

Q. You're saying that MCI can't offer the tandem switching and transport functions to the interexchange carriers and at the same time deliver the traffic to BellSouth over switched access trunks?

A. Correct.

Q. Why is that?

A. It goes back to my previous answer where I said it's economic limitation. In other words -- I mean, if I can pay full freight at the UNE rate for a dedicated transport and then I can even be more efficient or whatever and charge switched access transport for the traffic that I'm providing, again, just focusing on the terminating side,

terminating to the BellSouth end office, then to the extent that I can attract enough business, if you will, I can make money on the difference between the full period circuit that I've bought at the UNE rates and the switched access charges that I'm going to charge to the IXEs.

If I have to buy that at switched access rates, then I no longer have that margin that I can build into my economic model trying to provide that competitive alternative.

Q. Thank you. I think issue 46 is the next, yes, issue 46. Let's try to narrow this down a little bit by some preliminary questions on the subject.

Would you agree with me that if a call originates outside of a LATA boundary and terminates on the other side of that LATA boundary, that it's a long distance call for BellSouth?

A. I'm hesitating a little bit because I don't know whether, for example, interexchange carriers offer an inter LATA FX. Well, actually I haven't looked at that lately.

It's my understanding that they generally would offer the capability for a customer to have an inter LATA FX. And so -- and the reason I bring

that up is because obviously from the standpoint of the person placing the call it's not a long distance call because it's being terminated to an NPA/NXX that is local to them.

Q. Well, let's try it even simpler. You would agree with me that BellSouth can't transport calls across a LATA boundary today?

A. Not as we sit here today.

Q. If BellSouth were to agree to treat as local calls originating and terminating within the same LATA regardless of the local calling area that would otherwise apply under BellSouth's own assignment of numbers and to treat as long distance only those calls originating with a customer located physically outside of that LATA, would that be acceptable to MCI to address the concerns raised in issue 46?

A. If I understood the question correctly, I think that would go a long ways. I mean, you're obviously aware that the examples that were used in the testimony are generally within a LATA. But, of course, the way that we have framed the issue is not with respect to the location of the -- of the end user but with respect to the nature of the rate center within which the NPA/NXX is assigned.

Q. Yes, I understand. And I don't know whether we'll be able to make the proposal but I'm just suggesting. My question is just that can we agree that if a customer is located in one LATA, regardless of where he draws his dial tone from through some sort of an FX arrangement, if he picks up the phone and calls somebody in another LATA, that that's going to be -- that should be treated as a long distance call for purposes of billing, reciprocal compensation.

A. And -- and I think I said that I think it would go a long ways. And, again, my hesitation is because to the extent that we offer inter LATA FX services then we -- we'd need to find a way to make sure that those didn't get upset because, again, today the way those calls are treated by, you know, all of the carriers involved is as local.

Now, there's some transport obviously to get the call from the point of origination to some distant premises, wherever that is, but it still proposes to the calling party considered to be local.

Now, you know, where Worldcom as an interexchange carrier is buying an access service, if you will, from BellSouth to accommodate that,

presumably that's the means by which we dispense with the -- the conflict here. Because it's really only where, as I understand it, where we come in and offer as a local service that this dispute about -- about the reciprocal compensation arises. So maybe that's a way that we could kind of help frame the issue properly.

Q. If we don't resolve it, we can go back to the task of trying to convince, for example, the Georgia Commission to agree with either Maine or California on this question.

A. As we do on our computing our precedents, as it were.

Q. Well, let me ask you this -- let's get back to the issue as it's been framed to date, which is if it's in one local calling area and it terminates in another local calling area, it's long distance.

How does that raise competitors's costs to treat that as a long distance rather than a local call for the reciprocal compensation?

A. I don't know if I can -- I can answer that sort of indirectly by saying to the extent that Worldcom would be denied reciprocal compensation then it has the effect of driving up our costs by

reducing the compensation that we think that we would otherwise get.

And the fact is that for the termination of a call that there is a cost and then in the pre Act way, the way it existed before the Act, BellSouth rates were presumably established in such a way to compensate Bell through originating and terminating traffic.

So if the termination function is performed by somebody else, you're not compensated by that or for that function, then there is a -- a cost impact, if you will, on that other carrier and presumably a cost benefit to BellSouth.

Q. Quite right. I asked you a question about the cost involved and I certainly think that MCI is concerned about losing revenue associated with reciprocal compensation. But I'm not sure that I still understand what additional costs MCI would incur through BellSouth's proposal.

A. Could you point to the particular part of the testimony where we make the --

Q. Page 37.

A. -- argument.

Q. Yes, page 37 of your rebuttal, lines 23 through 25.

A. To the extent that, for example, there was a desire to offer that inbound calling capability for one of our customers in Atlanta, for example, and the only way that BellSouth would agree to allow that NPA/NXX to be opened in the surrounding area that would enable that offering was by the creation of, for example, a new point of interconnection or whatever for that local calling area, even though we didn't have customers in that area, customers originating traffic, then that would drive up the cost of providing that same type of offering.

Q. Okay. It's my understanding that BellSouth does is not requiring any additional points of interconnection, that we're simply talking about what are the compensation consequences of assigning an NPA/NXX outside the local calling area.

In other words, we won't restrict you from assigning an NPA/NXX outside the local calling area. But if you do, the consequence of that will be that we'll treat the traffic that starts in one local calling area and comes into another as toll traffic.

I just -- I don't see that as imposing any

additional costs on MCI at all. You've said that it does and I'm just trying to get an understanding of what that basis is. You've said points of interconnection. Is there any other basis for saying that there are additional costs?

A. I'm not able to think of any sitting here right now. Again, beyond what we've already discussed.

Q. And even assuming that as between BellSouth and MCI, calls from that customer would be treated as a long distance rather than local. That wouldn't preclude you from offering the epic service to the customer, would it?

A. Well, no, but that -- that clearly is the situation that I couldn't think of a moment ago, which was the way in which the cost would be driven up. Because to the extent that we're being put in the position of having to pay originating access charges for that traffic, obviously that would increase costs dramatically.

Q. Well, it's your end user. To whom would you be paying originating access charges?

A. To BellSouth.

Q. Well, help me understand that. The customer is located in one local calling area and

is an MCI customer.

A. Right.

Q. Who performs the originating function when it's an MCI customer?

A. It would -- looking at the situation such as what I just described was in some areas surrounding Atlanta, for example, that we wanted to offer an inbound calling capability to it would be the BellSouth end using customer in that surrounding area that would be calling the MCI in Atlanta. And as I understand Mr. Varner's testimony his proposal that originating access charges are due to BellSouth for that call.

Q. You're going to have to help me here. Under the FX service as I appreciate it, using your example of the call inbound to Atlanta, you're saying it would be a BellSouth end user who originates the call?

A. Yes.

Q. And what would that BellSouth end user have a different NPA/NXX than he would normally be assigned because it's local calling area?

A. No, the circumstance would be that the BellSouth basic local customer who does not have Atlanta Metro calling capability -- and, again, I'm

geographically disadvantaged here because I'm not that familiar with your surrounding area -- that he would have basic service in that adjacent exchange, for example, and would be placing a call that under our scenario would have been assigned by us to that same local calling area, again outside Metro Atlanta.

Q. Okay.

A. Whereas we would treat that as a local call because the rate center associated with the NPA/NXX is the same as BellSouth's NPA/NXX the termination, if you will, the MCI customer would be in Atlanta. And in that instance, again as I understand Mr. Varner's testimony, he would propose that MCI pay BellSouth switched access charges for its originating function in that call.

Q. So this would be a circumstance that I think the community that Mr. Varner used was Athens as an example of the calling area that's different from Atlanta. It would be a circumstance where there's a BellSouth subscriber in Athens, an MCI subscriber in Atlanta, but MCI has assigned an Athens number to the customer who's physically located in Atlanta; correct?

A. Correct.

Q And in that circumstance, a call from a local person in Athens to Atlanta, BellSouth would treat as a long distance call for which it would be entitled to originating access but for which MCI would be entitled to terminating access; correct?

A. Under Mr. Varner's proposal, MCI would not be entitled to anything other than what it bills its end user.

Q. Where do you see that in his proposal?

A. And who would we charge terminating access to, we're the provider of service and there's no toll carrier involved.

Q. Well, then in that circumstance who would BellSouth charge originating access to?

A. Worldcom, MCI.

Q. Why couldn't MCI charge BellSouth for terminating access?

A. Well, I don't believe that's the way Mr. Varner set it up but -- typically in the end trial LATA world what you would have is, you would have one carrier charging access because it was not receiving the bill revenues from the end user. And the carrier who was receiving the billed revenues from the end user keeping those revenues as compensation for a given call.

But here we're not talking about call by call compensation. We're talking about an FX offering that Mr. Varner suggests, the contract language certainly suggests that BellSouth feels it would be entitled to originating access because it does not have the Atlanta -- doesn't have access to the billed revenues from MCI's customer in Atlanta.

Q. And in your hypothetical, if there were a call placed from your Atlanta customer with the local number assigned in Athens to our Athens customer under Mr. Varner's proposal you would be entitled to originating access; correct?

A. That makes sense. I don't know if that's what Mr. Varner envisioned.

Q. And if the traffic patterns were roughly comparable, then there would not be any significant economic impact on either company, would there?

A. No, I don't -- I don't believe that the service for which we would be offering that would be the kinds of services that would have generally balanced traffic because there would probably be ISP type capability in Atlanta for the surrounding territory. So it would mean the vast majority, if not all the traffic, would be inbound tc the Atlanta customer.

Q. And under your proposal that would generate all reciprocal compensation?

A. Yes.

Q. Well, or at least compensation; correct?

A. Correct.

Q. And I guess the bottom line -- I just want to see if we can agree on what the scope of the issue here -- there are no restrictions on either company as to how they define their local calling area. We're only having a disagreement about how much money is going to be flowing in either direction as a result of how we classify the traffic; correct?

A. And with the qualification that certain economic restrictions can have the practical effect precluding the ability to define the local calling area, then I can agree with you.

Q. If you're not going to make a lot of money on internet service provider traffic you may decide not to set up this kind of arrangement in a particular area; right? It may not be worth your economic -- it may not in your economic interest to do so; right?

A. Yes.

Q. Okay. Issue 47 is reciprocal compensation

for calls bound for ISPs. I have no questions for you on this. BellSouth will reserve it's rights to judicial review of the Commission rules.

A. Understood.

Q. All right, 51...

MS. BERLIN: Okay, I'd just like to point out I understand on 51 that there's a trade secret version of the testimony. And there are numbers in here that are considered proprietary.

MR. TWOMEY: Whose numbers?

MS. BERLIN: There are numbers.

BY THE WITNESS: (Resuming)

A. In fact, I noticed a minute ago you had the Public Disclosure Version.

Q. I think I can ask you the questions that I need to ask you with the exception of one subject area without getting into the public stuff -- no public stuff.

I'm going to hand you a series of color maps that set forth different local and access tandem serving areas for BellSouth in the State of North Carolina.

A. All right.

Q. It is my understanding that of the serving

area that I'm going to show you the only place where Bell -- where MCI has customers is in what we call the Raleigh LATA. But please look through that and let me know if that's accurate.

A. Okay.

Q. Is the Raleigh LATA the only one of the serving areas that I've provided to you that has -- where MCI is offering service at all in North Carolina?

A. Local services, yes.

Q. Okay. You can hand back the rest of the maps except for the Raleigh LATA.

A. Were there two for Raleigh, I'm sorry.

Q. I don't believe so. No, I'm sorry. All right, let's mark those for identification in this deposition a Price 1 and 2.

(Whereupon, Price's Exhibits Numbers 1 and 2 were marked for identification counsel.)

BY MR. TWOMEY: (Resuming)

Q. Looking at Price 1, which is the local tandem serving area for BellSouth with various color indications, please tell me where within the local tandem serving area that BellSouth has

depicted on that map MCI Worldcom has local customers. And I -- you can mark it with a pen, if you like.

A. Actually, I don't have the ability to do that sitting right here and now. I recall during the preparation of the testimony that we did analysis along those lines and I think we might have put in our rebuttal testimony in North Carolina something regarding the number of rate centers in which we offered service and the number of rate centers in which we had customers.

And all I can represent to you sitting here and now is that it covers a pretty sizable chunk of what shows up here as I believe a green color.

Q. Okay.

A. As well as part of the area that's not shaded at all which I believe is either GTE or Sprint or perhaps both serving territory which would be the -- what's it called, the triangle -- research triangle area in the area surrounding Raleigh-Durham.

Q. Okay. So as you sit here today, you can't identify on the map with specificity where exactly in that location -- in that map area you've got

customers; is that right?

A. No, I can't.

Q. Can you tell me that there are certain areas within that map that you know you don't have any customers for local service?

A. Subject to check I don't believe we even offer service in the area that's shaded in -- what is that, salmon, pink, something. So I think I can safely exclude that area.

But again, within the green and white, it's my recollection that we serve a large portion of that area. We offer services throughout a large portion -- local services throughout a large portion of that area.

Q. And the green area is divided among -- I'm guessing these are serving wire centers, that the lines in between the various -- are there any of the wire centers within here that you can say you don't believe you have customers?

A. Not sitting here today, I can't tell you which ones.

Q. All right. Would your answer be the same as to the access tandem serving area?

A. Yes.

Q. What is your definition of local tandem

switching that is a network function; what is that?

A. I don't know that I have a specific definition. I'd have to go back look at the FCC definition.

Q. Well, and I'm not going to hold you to the particular words. I just mean if you could describe it to me, what is it? What is happening in the network when local tandem switching takes place?

A. Well, in the -- in the Legacy hierarchical networks that the -- that BellSouth, for example, has deployed, tandem switching is where a call is delivered to a switch that is not the destination switch on which the customer, which the end user is served by, so that that switch has to perform an intermediate switching function, if you will, to transmit the call to another switch where the call would presumably terminate.

Q. So that...

A. That's not an engineer's definition.

Q. In that example though there are at least three switches involved?

A. An originating switch, the intermediate switch and the terminating switch.

Q. Okay. And there are trunks from -- on

either side of the tandem switch; correct?

A. In the traditional hierarchical networks that the -- that have been deployed over the decades, yes.

Q. And what's an access tandem?

A. An access tandem would be a similar function that would be performed by that particular switch that was designated for an intermediate switching for -- specifically for access traffic as opposed to local.

Q. And end office switching is what?

A. End office is switching at the originating and terminating point, again typically thought of in the context of the traditional hierarchical network.

Q. Well, on one side of an end office switch is another switch at some point; right?

A. Correct.

Q. And on the other side of the end office switch are the customers; right?

A. Correct.

Q. And you can get compensation for doing end office switching functions as a local exchange carrier; correct?

A. Yes.

Q. And you get -- then a different rate applies or a different -- there is a different charge for local switching for the local tandem switching function; correct?

A. Yes.

Q. And, in fact, in transporting a call for another provider, you could perform the functions that would entitle you to both local tandem switching and end office switching for a single call; correct?

A. Yes, again with the understanding that everything that we've talked about so far is within the context of the traditional hierarchical switching network that the incumbents have deployed. I don't think that when we start talking about CLECs that the same definitions or functions in network architecture for compensation applies.

Q. Well, would you agree with me that if MCI switches a call from one switch and it's then destined immediately for an end user that MCI is not performing a tandem switching function as that term has been used with respect to BellSouth's network?

A. As that term has been used with respect to BellSouth's network, that's correct.

Q. And where does the obligation for BellSouth to compensate MCI for the tandem switching function come from?

A. It comes from the provisions in the FCCs rules that 51.711A.

Q. And I guess to put a point on our dispute, is it your testimony that when the FCC used the phrase tandem switching function, it was referring to something other than tandem switching function as used in the BellSouth network?

A. I'm a little hesitant to answer that question without the specific language that you're referring to in front of me.

Q. And I would have made a more specific question if I had it in front of me. Look at Mr. Varner's testimony at -- do you have a copy of that?

A. My attorney does.

Q. It's his direct at page 76.

A. Okay.

Q. Lines eight through twelve.

A. Okay. I'm familiar with that.

Q. And the FCC is talking about a function similar to those performed by an incumbent LEC's tandem switch, to the extent we're talking about a

functionality requirement at all, we're talking about a tandem switching function of the ILEC; correct?

A. Yes.

Q. Now is your opinion that the FCC's rule should be read as imposing only a geographic comparability requirement?

A. Yes.

Q. Now if MCI performs a tandem switching function similar to that performed by a LEC switch, there's no disagreement with the parties -- between the parties over your entitlement to the tandem interconnection rate, is there?

A. There doesn't appear to be, no.

Q. The dispute here seems to be that if you've got a switch which we would refer to as an end office switch that is serving a geographic area similar to BellSouth's, you believe you are entitled to the tandem switching rate, as well; is that right?

A. I'm not sure that you meant to leave this off, but you said comparable to BellSouth. And again, I think the comparison is between the end office switch that we would have and the BellSouth tandem. And with that geographic comparison then,

yes, it's true. I mean, that's the way I read the FCC's rules.

Q. Now, would you also be entitled to end office switching compensation?

A. Yes, my understanding of the term LEC tandem interconnection rate as used by the FCC would include both tandem and end office and transport.

Q. Let's posit a situation where you have an end office switch located out in, you know, in proximity to a neighborhood, and BellSouth delivers a call all the way to that end office on its -- over its own facilities and you switch the call and take to an end user.

Is it your testimony that if that end office switch serves an area in geographic comparability to BellSouth, that you'd be entitled to the tandem interconnection rate; correct?

A. Yes.

Q. Now, would you also be entitled to any sort of termination or transport in that example?

A. Well, what I'd -- what I'd tried to say a minute ago is that the way I read the term LEC tandem interconnection rate, it involves all of those functions. It is not just the tandem

switching, but the tandem interconnection rate as I understand it means tandem and transport and end office switching.

Q. Now, what would be the transport in that example?

A. In the example that you posited, it would be -- well, actually there's a -- there's a piece of information that we haven't discussed yet that we kind of need to get to in order to -- to really get at that. And that is the nature of the kind of network that MCI has deployed.

And as you know, that's a fiber ring network that is -- is not made up of hub and spoke kind of configuration, but rather a series of interconnecting fiber rings where a call to a given end user from our switch could traverse, you know, one to even three fiber rings and have several intelligent nodes where it's jumping off one fiber ring, jumping onto another ring in order to get to its ultimate destination.

So there's -- there's really not a direct correlation between that kind of network architecture that we use to serve end users and the traditional hub and spoke arrangement that BellSouth has deployed.

And likewise there's -- it's difficult to make direct comparisons with the terms that we use to describe compensation because those terms were developed with the hub and spoke or hierarchical network architecture in mind. I mean, if we go back to the fiber rings, you could argue that there's an analogy with at least some of those fiber rings to the transport function.

It's not -- it's not a perfect analogy, but there is -- there is certainly similarities between that part of our network that may exist behind our switch compared to just a straight, you know, twisted copper pair of something that's used to terminate traffic behind a BellSouth end office switch.

Q. Well, just let's use as an example a situation where I presume occurs at least in some instances in your network where you have a customer who has got a direct facility between his premises and your end office; okay.

A. Well, if by direct facility we can understand that that would mean what we call on net where they are actually physically connected to fiber, it may direct, it may be indirect, if that particular fiber ring isn't the one that connects

to our switch.

Q. Okay. Assuming that we have a direct connection between the end user and the MCI end office switch as we, as I refer to it, and BellSouth carries traffic to that end office switch using all of its own facilities and hands it off to MCI, describe the transport that would be involved in you delivering that call to the end user.

A. Well, it's kind of what I was trying to get at a minute ago when I was talking about the fiber rings that exist behind the switch because those are in large part analogous to the transport part of BellSouth's network between its tandems and its end offices.

The same type of transmission medium is used a lot of times. Your transport is SONNET; again, our fiber rings are SONNET. So they -- in many respects, the fiber rings look a lot more like transport than they do like a loop especially when you think of a loop as twisted copper that's point to point.

Q. Well, let's try to get at it a different way. In a BellSouth -- let's use the BellSouth network example. If there is a call coming from MCI that is handed to a BellSouth tandem switch, if

BellSouth takes that call, switches it, transports it to an end office switch and then delivers it to the customer over twisted cable, my understanding of the tandem interconnection rate is that BellSouth would be compensated for the switching function of the tandem, transport to the end office, and then the end office switching function; correct?

A. Yes.

Q. What additional elemental compensation would BellSouth get for taking the call from the end office switch to the customer?

A. Beyond what you've already described, which is -- I mean, the last piece of that was the end office switching, the answer is none, none in the way of no additional compensation.

Q. Now going back to my example, if MCI -- and I realize you've said several times that they could have a situation where there were fiber rings and the facilities didn't go directly to the customer.

But I'm asking you for -- to -- to answer the question assuming that beyond MCI's particular end office switch in my hypothetical, there is a direct connection to that customer and only that

customer, what transport function would be performed by MCI in a situation where BellSouth handed a call off to the end office switch?

A. In that scenario as you've posited it, there is no -- there is no transport, but then we don't provide services that way.

Q. Okay. Now -- and nevertheless, you would argue for compensation from BellSouth for the tandem switching, transport and end office switching for the termination of that call; right?

A. I can't agree with that. And the reason that I can't is because of the way that you've set up the hypothetical. I mean, I've already said that's not the way that we provide services. There's not just a single connection to a particular end user behind the switch.

Q. There's no circumstance where you have one end user behind a switch?

A. I would certainly hope not.

Q. Some customer has to be the first customer that gets service off of that switch; correct?

A. Okay, yes.

Q. And for some period of time that single customer will be the only customer on the other side of that switch; right?

A. Correct.

Q. Okay. When completing calls to that customer in my hypothetical, is it your position that MCI will be entitled to the tandem switching, transport and end office switching rates, if -- if you met the geographic comparability test that you believe applies?

A. And the only other concern, I guess, that I'm having with the way that I understand your hypothetical is that, quote, direct connection as opposed to the existence of, you know, fiber facilities that would be -- that would be more than just a, quote, direct connection to that particular end user. That's why I said earlier that's not the way that we design our networks.

Q. Do you think it's a fair reading of the FCC rules to say that the geographic comparability test was a -- was a method of determining whether the CLEC was performing the tandem switching function?

A. Yes.

MR. TWOMEY: All right. It's only 3:20, but I don't want to make you miss your plane. I've been in terrible traffic going to the airport.

MS. BERLIN: It's very scary.

MR. TWOMEY: But in any event, I can't get through another issue in less than ten minutes. So I don't think we have a lot to go.

I mean, we've covered, at least by my calculation, all of what I would describe as, you know, the larger issues. There are a number of issues left, but none of which I think would take a lot of time.

I think if we could set up an hour or so, maybe an hour and a half or so, at some later time to complete the deposition by telephone, that would be satisfactory with me.

THE WITNESS: Well, I appreciate your...

MR. TWOMEY: Folks on the call, I don't know if you all were on the call at the time we discussed this this morning. But Mr. Price has a plane to catch and I had agreed to go until around 3:30 to allow him to catch his plane.

He was available yesterday and we had some scheduling problems which caused us to need to postpone it until today. Obviously we will send out a new notice of a telephone deposition with Mr. Price at some point, probably in the

next week and a half.

MS. BANKS: Okay. This is Felicia Banks with the Florida Public Service Commission. That's fine.

MS. BANKS: I have one more question, Mr. O'Rourke. Hello.

MR. TWOMEY: Mr. O'Rourke is not here.

MS. BANKS: Oh, he's gone. Okay. I have a question. With the issues I've just gone down my checklist, what number did we leave off at? I was I guess around -- between 51 and 53.

MR. TWOMEY: Well, we were -- we were talking about 51.

MS. BANKS: Okay. Okay.

MR. TWOMEY: I'm not sure we're finished talking about 51, but that's where we were.

MS. BANKS: Okay, I just wanted to confirm that. Okay.

MR. TWOMEY: All right. And let's go back on the record just for a second. And just so there's no confusion or misunderstanding, obviously, we're terminating the deposition at this point based on mutual scheduling issues. First ours by not being able to start yesterday and yours by your needing to catch a plane.

I'm not waiving my right to ask the additional questions later on some issues that we've already covered.

MS. BERLIN: Agreed.

(Whereupon, the foregoing matter was concluded at 3:20 P.M.)

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C E R T I F I C A T E

STATE OF GEORGIA)

COUNTY OF NEWTON)

I, Lisa A. Singley, Certified Court Reporter, and Notary Public in and for Newton County Georgia, do hereby certify that the foregoing deposition was taken down by me, as stated in the caption; that the foregoing questions and answers were reduced to print by me; that the foregoing pages 4 through 175 represent a true, correct, and complete transcript of the evidence given by the witness, **DON PRICE**, who was first duly sworn by me; that I am not a relative, employee, attorney or counsel of any of the parties; that I am not a relative or employee of attorney or counsel for any of said parties; nor am I financially interested in the outcome of the action.

This, the 24th day of August, 2000.

LISA A. SINGLEY, CCR-B-1616
Notary Public

My commission expires:
December 10, 2002.

VERBATIM COURT REPORTERS, INC.
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Covington, Georgia 30015
(770) 788-2373

ERRATA SHEET

I hereby certify that I have read or have had read to me the foregoing and within Pages 4 through 176, no changes are required:

_____
DON PRICE

Sworn to and subscribed before me, this ____ day of _____, 2000.

_____
Notary Public

My commission expires: _____

****

I hereby certify that I have read or have had read to me the foregoing Pages 4 through 176 and I wish to make the following changes:

Page:_____Line:_____:_____

Page:_____Line:_____:_____

Page:_____Line:_____:_____

Page:_____Line:_____:_____

Page:_____Line:_____:_____

_____
DON PRICE

Sworn to and subscribed before me, this _____ day _____, 2000.

_____
Notary Public

My commission expires: _____

(LAS)

VERBATIM COURT REPORTERS, INC.
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BEFORE THE
GEORGIA PUBLIC SERVICE COMMISSION

In Re: Petition of MCImetro Access Transmission Services, LLC and MCI Worldcom Communications, Inc., for Arbitration of Certain Terms and Conditions of Proposed Agreement with BellSouth Telecommunications, Inc., Concerning Interconnection and Resale Under the Telecommunications Act of 1996.	:	DOCKET NUMBER 11901-U
	:	**AMENDED CERTIFICATE**

As of this date, the undersigned has been advised by counsel for BellSouth that a hearing in the above-styled matter has been set for the week of August 28, 2000. Therefore, pursuant to his instructions, the original of DON PRICE is hereby sealed for use at said hearing and pending signature by the Deponent to be filed at a later time, if so executed.

This, the 24th day of August, 2000.

LISA A. SINGLEY, B-1616
Notary Public

My Commission Expires:
December 10, 2002.

BEFORE THE
GEORGIA PUBLIC SERVICE COMMISSION

IN RE: PETITION OF MCIMETRO ACCESS TRANSMISSION SERVICES, LLC AND MCI WORLDCOM COMMUNICATIONS, INC. FOR ARBITRATION OF CERTAIN TERMS AND CONDITIONS OF PROPOSED AGREEMENT WITH BELLSOUTH TELECOMMUNICATIONS, INC. CONCERNING INTERCONNECTION AND RESALE UNDER THE TELECOMMUNICATIONS ACT OF 1996	)	**DOCKET NO. 11901-U**

****

ORAL DEPOSITION OF
DON PRICE
FRIDAY, AUGUST 25, 2000

****

ORAL DEPOSITION OF DON PRICE, produced as a witness at the instance of BellSouth Telecommunications, and duly sworn, was taken in the above-styled and numbered cause on the 25th day of August 2000, before Steven Stogel, CSR in and for the State of Texas, reported by machine shorthand, at the offices of MCI WorldCom, 701 Brazos, Suite 600, Austin, Texas, 78701.

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A P P E A R A N C E S

FOR MCI WORLDCOM:

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I N D E X

PAGE

Appearances..... 2

Stipulations..... Attached

DON PRICE

Examination By Mr. Ross..... 4

Signature and Changes..... 147

Reporter's Certificate..... 149

STIPULATIONS and ORDER FORM

For the Oral Deposition of Don Price

In Cause No. 11901-U on the 25th day of August, 2000

PURSUANT TO:

✓ Notice ____ Agreement

____ Notice and Subpoena ____ Court Order

SIGNATURE AND DELIVERY:

____ All formalities of the Texas Rules of Civil Procedure must be observed, and the original transcript will remain in the court reporter's office for signature for 20 days from the date of submission.

____ All formalities of the Texas Rules of Civil Procedure must be observed except the witness shall have ____ days to sign the deposition, during which time it will stay in the office of the court reporter.

____ The original will be submitted to the witness and the witness will return the signed deposition to the attorney who asked the first question within ____ days. The court reporter, after delivery to the witness, will have no further responsibility for said transcript or notification of changes made by the witness.

____ The original will be submitted to the witness or his/her attorney, and the witness will return the signed deposition to Kennedy Reporting Service within 20 days. Kennedy Reporting Service will then submit changes made by the witness to the court for filing and to the parties who ordered a transcript.

____ Signature is waived, and the reporter will deliver the original transcript to:

_____.

OBJECTIONS:

____ Objections will be made pursuant to the Texas Rules of Civil Procedure.

✓ All objections are reserved. except as to form and responsiveness.

____ All objections will be made at the time of taking of deposition.

WE, THE UNDERSIGNED, DO HEREBY AGREE TO THE STIPULATIONS AS INDICATED HEREIN AND REQUEST THAT KENNEDY REPORTING SERVICE FURNISH US WITH THE ITEMS INDICATED BELOW:

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P R O C E E D I N G S

FRIDAY, AUGUST 25, 2000

(8:03 a.m.)

DON PRICE

having been first duly sworn, testified as follows:

EXAMINATION

BY MR. ROSS:

Q Mr. Price, good morning. This is Bennett Ross.

A Good morning.

Q This is a continuation of a deposition in connection with the MCI arbitrations that actually began last week. And while last week was done in person, of course, this time we're doing it over the telephone. I will do my best to try to articulate my questions clearly, but if at any time you do not understand my question, please let me know, and I'll be happy to rephrase it. All right?

A Yes. Thank you.

Q Did you bring with you this morning your testimony in any of the states in which you have filed?

A Yes. I have the Georgia testimony with

me.

Q Okay. Good. That's what I have in front of me as well. I believe when you concluded your examination by Mr. Toomey, you were discussing Issue 51, which relates to the tandem interconnection rate. Is that correct?

A Yes, it is.

Q And I believe during his examination, Mr. Toomey gave you two exhibits which reflected the area served by BellSouth's tandem in Raleigh, North Carolina. Do you recall that?

A Yes, I do.

Q And I believe at the time Mr. Toomey was deposing you, he asked whether you knew which of those wire centers served by BellSouth's tandem in Raleigh were also served by MCI, and I believe you had indicated that you did not know that information at that time. Is that correct?

A That is correct.

Q Have you, since your deposition last Friday, undertaken to identify which of those wire centers on that exhibit are in fact served by MCI?

A No, I have not. And I apologize for

that. I probably have the information that I need to verify that in my -- in my files here at this office.

Q Okay.

A And to the extent that we, you know, take a break in a little bit, I'd be glad, at that time, to go look at the information in my file and see if I can refresh my memory as to that.

Q That would be fine. I think that's a good plan.

MR. ROSS: Good morning. Did somebody just join us? Hello?

MS. BANKS: Hello. Can you hear me?

MR. ROSS: Yes.

MS. BANKS: Okay. This is Felicia Banks with the Florida Service Commission.

MR. ROSS: Good morning, Felicia. This is Bennett Ross with BellSouth. We just started a few minutes ago.

MS. BANKS: Okay. I want to say that Patty Christianson is actually going to be sitting in.

MR. ROSS: Okay.

MS. BANKS: But she's just getting in, so I'm giving her a few minutes to get set up. But I want to go ahead and come in on the line. We both got the e-mail late yesterday concerning the notice, so we both had already left.

MR. ROSS: And I apologize for that.

MS. BANKS: That's fine.

MR. ROSS: It was on my list to do, and I didn't have either of your e-mails, so I sent it to the folks I did have e-mails for.

MS. BANKS: That's fine. It got forwarded, but we both had left by that time.

MR. ROSS: Okay.

MS. BANKS: So I just got it this morning, and she just came in. So I'll be sitting in on the line until she comes in.

MR. ROSS: That's fine. The court reporter is in Austin with Mr. Price.

MS. BANKS: Okay.

MR. ROSS: We just started a minute ago.

MS. BANKS: Okay.

Q (By Mr. Ross) Mr. Price, we're talking

about Issue 51 and the tandem interconnection issue. Is it fair to say that the parties disagree as to the appropriate test that ought to be applied in determining whether or not MCI is entitled to the tandem interconnection rate?

A Yes. I'd say that's true. There is a disagreement as to the test.

Q And the disagreement centers around whether or not there are two parts to the test in BellSouth's view or just one part of the test as in MCI's view. Correct?

A Yes.

Q And BellSouth's view, of course, is that in addition to the geographic comparability test, there also is a functionality test that must be satisfied by MCI in order to be entitled to the tandem interconnection rate. Correct?

A Yes.

Q And the proposed language that MCI has offered in the interconnection agreement does not refer to the functionality issue at all, does it?

A I believe that is the case. I do not have that language directly in front of me now.

Q In looking -- in looking at the

functionality that MCI switches perform -- and let's look at North Carolina -- or talk about North Carolina. As I understand it, MCI has a single switch in North Carolina located somewhere in the Raleigh LATA. I believe maybe Cary, North Carolina?

A That's my understanding.

Q Does that single switch perform the switch trunk function of connecting trunks to trunks?

A Not in the way that -- that that term would be used in the context of a traditional hierarchical switching arrangement such as that which BellSouth has deployed throughout its network, no.

Q And I apologize if I'm flipping pages, but I'm looking between two sets of testimony. It may be coming over the telephone. Let's talk a little bit about Issue 52.

A All right, sir.

Q Which deals with the question of non-presubscribed intraLATA toll calls. Can you explain, just briefly, your understanding of what the issue in dispute here is?

A Yes. In this issue, as well as a few

of the others that are in dispute, there is a difference between the parties as to the appropriate means of billing for either access or reciprocal compensation when more than two carriers are involved in the handling of the call. And in this specific issue, it involves an intraLATA toll call where BellSouth is the default carrier. And the question is really over whose responsibility it is to pay MCImetro the access charges that it is due for the termination -- or the completion of that intraLATA toll call.

Q All right. And maybe if I could use an example to illustrate what I think you just said. This is a case where, for example, a customer in let's say Raleigh -- in the Raleigh LATA is making a telephone call, and this customer is not -- does not have a presubscribed toll carrier -- intraLATA toll carrier. Is that correct?

A I understand that that arrangement exists, and that in such an arrangement, BellSouth would be the, quote, default, end quote, intraLATA toll carrier.

Q Right. And I guess what we're trying

to determine is a circumstance where you have a customer who does not have a presubscribed intraLATA toll carrier who is making a call to MCI, and that call transits BellSouth's network. Is that correct?

A I would say what you just said slightly differently. You said to MCI, and I would say to an MCImetro local customer.

Q That's fair enough. And it is MCI's position that BellSouth should pay the -- any access charges that would be due on that call. Is that correct?

A Yes. And as I stated at the outset on this issue, in our view, that's perfectly consistent with the billing arrangements that we've discussed in the context of other related issues.

Q And what other related issues would you be referring to?

A The -- there is an issue pertaining to Type 1 and 2A CMRS providers. I believe that's Issue 39. There is a related issue, No. 45, that has to do with simply transit traffic and the routing and billing arrangement associated with that. There may be others, but in my view,

all of those are similar in that they involve the appropriate billing arrangement where you have more than two carriers involved in the call, and BellSouth in, I think, each instance is a transit or an intermediate carrier.

Q Okay. And I guess that's something we need to make clear in that when we're talking about Issue 52, we are talking about a call that is being originated by a customer -- someone other than BellSouth. Correct?

A Correct.

Q So let's pick an independent in North Carolina. Let's take Sprint. The Sprint customer is calling -- making an intraLATA toll call to an MCI customer, and that call is transitting y'all's network. Is that correct?

A Yes.

Q Now, would you agree with me, in the hypothetical that we just discussed, BellSouth is not the originating carrier?

A Yes.

Q Is it not the case that in most instances the originating carrier is responsible for access charges?

A And my understanding is that that

depends on the billing arrangement under the OBF, the ordering and billing form, that the carriers choose. It may be the case that the originating carrier is responsible. It may be the case that there is a different type of arrangement where the originating carrier pays the -- in this instance, what I referred to earlier as the transit carrier or the intermediate carrier, who is then responsible as part of the arrangement with the terminating carrier to make compensation.

Q Well, what is your understanding of what the OBF says in the way of billing guidelines for the circumstance that we've just described? I mean, is it your testimony the OBF leaves it up to the carriers themselves to negotiate?

A There are different options under the OBF guidelines, each of which will allow, presumably, the exchange of the necessary information for billing. But those guidelines do not dictate a specific option. And it's my understanding that the carriers between themselves can choose between those options, one of which, I understand, would allow BellSouth to

then be responsible in the circumstances that we're describing.

Q And what are the other options that you understand the OBF guidelines provide for?

A It sounds a little flippant, but I think an every-man-for-himself kind of arrangement is at least one of the other guidelines. And, frankly, I can't articulate the difference between those two and the third one.

Q Okay. And is it correct that one of the options under the OBF guidelines is for the originating carrier to be responsible for access charges?

A Yes. That's what I characterized as sort of an every-man-for-himself arrangement.

Q Why is it that in your view BellSouth assuming responsibility for toll access charges is preferable than the originating carrier assuming responsibility for such charges?

A I think the fact that BellSouth is the default carrier puts BellSouth in a pivotal position with respect to the other carriers that are involved. BellSouth obviously has the appropriate business relationships with the

independent telephone companies whose customers would be originating such traffic as we're describing here. Obviously, BellSouth has a business relationship with MCImetro and other CLECs, and there would appear to be some administrative efficiencies associated with the type of process that we're proposing.

Q Are those administrative efficiencies from MCI's view or from BellSouth's view?

A Well, certainly from MCI's view, and potentially from BellSouth's view as well. And I'm assuming that there may well be similar arrangements that exist. And, in fact, in the -- in the context of one of the other two issues that I had previously mentioned, the arrangement that we're describing is consistent with BellSouth's position, as I understand it.

Q And which issue is that? Is that the wireless issue you're talking about?

A Yes.

Q Let's put aside the -- would you agree with me there are some technical issues associated with identifying wireless traffic that are not applicable in the circumstance that we're talking about here; that is, transit

intraLATA toll traffic?

A There may be.

Q So I'm clear, MCI's position is that BellSouth should pay the access charges for an originating carrier and then turn around and collect -- bill, in fact, the originating carrier for the access charges BellSouth has paid. Is that correct?

A As -- I mean, there's probably other ways to articulate what you've just said, but, essentially, that's one way to put it.

Q Now, of course, MCI -- if MCI, in fact, had a direct relationship with each of these independent companies, we wouldn't even have this category of traffic called transit traffic, would we?

A Well, I can accept the fact that given the assumption that you've made, that would not -- that there would be -- I can agree with what you said based on the assumption that you made in the beginning of your sentence. I don't agree with the assumption that it's necessarily appropriate to have direct -- especially from an engineering and a trunking standpoint -- direct connections between every carrier. I mean, the

whole concept of centralized switching is based on the efficiencies associated with centralizing those functions, as opposed to having to have a direct connection with each and every person that's on the network.

Q All right. But if, in fact, MCI had direct trunking to all the various independents, BellSouth would not be providing transit service to MCI, would it?

A That result flows logically from the assumption in your question, yes.

Q All right. In your view -- and I know you're not a lawyer -- does MCI believe that BellSouth is required to provide a transit function?

A I think -- I mean, obviously there is a requirement for all carriers to interconnect. And -- I mean, we're slicing that issue, I think, much more finely with respect to your question, because as I said earlier, there are certainly efficiencies that are associated with the use of existing interconnections on the BellSouth network to eliminate the need for multiple inefficient interconnections between carriers that don't exchange very much traffic

with each other.

You know, I guess I could -- I guess I could make the argument that for BellSouth to impose on all carriers a requirement that they will only interconnect with those carriers for purposes of traffic that BellSouth exchanges with those carriers would create an economic burden that's, in my view, not consistent with the intent of Congress in passing the act. But, as you said, you know, that's not a lawyer's opinion. That's a layman's opinion.

Q That's fine. So, if I understand correctly MCI's position, BellSouth has an existing network that interconnects with just about everybody; CLECs, independents, wireless carriers. Correct?

A Yes.

Q And rather than duplicate that network, MCI relies upon BellSouth to transit traffic from these third-party carriers to MCI's customers. Correct?

A Correct. And, you know, obviously there is a point at which the traffic volumes between MCI and another carrier would justify a separate direct connection, but that's an

engineering question.

Q Okay. And that would be purely an economic decision that MCI would make in its presumably economic best interest. Right?

A In -- to some extent. There would presumably be some negotiations with the other carrier to make sure that it was economically in both carriers' interest, but, yes.

Q Yeah. But presumably, if it were in an independent company's financial best interest to directly interconnect with MCI but it was not in MCI's financial best interest to directly interconnect with that particular independent, MCI could refuse to do so?

A Putting all other factors aside, yes.

Q And in lieu of directly interconnecting with that third-party carrier, MCI could rely upon BellSouth to perform a transit function to get that independent company's customer traffic to MCI's customers. Correct?

A Yes.

Q And in addition to providing this transit function, MCI's position is that BellSouth should assume responsibility for paying access charges for the intraLATA toll

traffic. Correct?

A Yes.

Q And that BellSouth should also pay reciprocal compensation to MCI for all the local traffic that is being transitted across BellSouth's network to MCI?

A Yes. Of course, net of whatever compensation BellSouth was due for the transitting function that it was providing.

Q And the transitting function that it is providing and the transit charges is simply the transit switching. Is that correct?

A I think that's a fact specific question that would depend on the nature of the economic arrangement between BellSouth and the other carriers. I mean, there may be instances in which BellSouth is entitled to a portion of transport, perhaps, in addition to the switching.

Q Well, let's talk about what MCI would pay BellSouth for for performing a transit function. To your knowledge, is MCI proposing to pay anything other than the transit switching costs?

A I can think of two very different

scenarios that would have potentially different answers to that. The one scenario, of course, would be -- and if we're going to stay with our North Carolina example, the -- a call terminating to a customer that is served by our physical assets -- in other words, our switch and carry, I believe we agreed -- it may be that by virtue of the interconnection between our carry switch and BellSouth's switch, that there would be nothing more than switching due for the transitting function that BellSouth performed in bringing that traffic to the interconnection.

The other situation that I can envision would be if we were to begin serving residential customers in the North Carolina market using UNE-P -- the platform of unbundled network elements -- then it may be that the arrangement would be that BellSouth would be compensated for all of the transport up to the terminating switch, if that call was coming to an MCImetro residential customer served by UNE-P from a BellSouth switch.

Q And just so -- let's see if we can clarify this a bit. In a UNE-P situation -- and that's U-N-E, hyphen, P, all caps -- the

compensation you believe BellSouth would receive would be the -- whatever UNE rates were established for the platform?

A Yes. And again, specifically for a call that originated from a third party that transits BellSouth's network and then terminates to an MCImetro residential customer served by UNE-P, BellSouth would be entitled, I believe, to compensation for the transport all the way to the terminating end office.

Q Compensation from whom?

A I'm trying to remember the call flow diagrams. There's about 30 of those that I've seen for different call arrangements. I believe that compensation would be due from the originating carrier.

Q Well, BellSouth, in a normal situation as you have described, where the originating carrier's customer sends the call to MCI and BellSouth is transitting, BellSouth is not entitled to reciprocal compensation, is it?

A The -- I'm going to use a different term, because the term as I understand it that we often don't say when we say reciprocal compensation is compensation for transport and

termination.

Q Right.

A And it is my understanding that transport and termination charges -- I'm sorry -- compensation would be due. And in the case that I just described where the end user customer is an MCImetro residential customer served by UNE-P, the transport portion of the compensation would be retained by BellSouth.

The only piece of compensation that MCImetro would be due in that instance would be the, quote, termination piece, because it's only the line port at the terminating end office that MCImetro is compensated -- has already purchased, I should say.

Q Isn't the independent company entitled to some transport to get it to BellSouth's network?

A I tried to sort of hedge on that a little bit ago, because I think to some extent that depends on the nature of the relationship between BellSouth and the independent and how they interconnect. And I just don't know all the potential permutations there.

Q Well, let's flip the call around and

have this call going from an MCI customer to an independent customer through BellSouth. Okay?

A We've flipped the call completely 180 degrees?

Q Yes. It's just going in the other direction under -- and let's -- we've kind of shifted gears a little bit, but let's continue talking about reciprocal compensation. In that scenario, under MCI's proposal, of course MCI would be responsible for, ultimately, reciprocal compensation since its customer essentially initiated the call that was transported and terminated. Correct?

A Correct.

Q And under -- what is MCI's proposal as to how that reciprocal compensation should be recovered from MCI?

A Well, that's -- you know, as you said, we've gotten a little bit away from the issues here, because it's not my understanding that that's one of the issues in dispute. My understanding would be that MCImetro would be responsible for the transport and termination costs, if you will, of completing that call from the -- from its residential UNE-P customer. And

in -- again, in keeping with the position that we've taken on these other issues, I would assume that that position would be that we would compensate BellSouth for the entire transport and termination function, and then presume that BellSouth would remit whatever the independent telephone company or whatever was -- was owed for the termination piece.

Q All right. But would MCI claim that it was entitled to any reciprocal compensation for the transport portion or any compensation, if you will, for getting the call from its network to BellSouth's network?

A It -- and again, I'm -- I have not looked at the call flows -- the diagrams that depict the various possible calls in the way that compensation flows would take place, but it's my recollection that MCImetro would be paying transport from the originating end office in this example. Because again, the only piece that we've leased on a month-to-month basis is the line port.

Q Okay. How about in a situation where we're not talking about the UNE-P? I think you gave two examples. One was the UNE-P, and one

is the situation where it's MCI's own facilities. Correct?

A Yes.

Q How does the analysis change when we're talking about a situation where the customer is being served by MCI's facilities?

A Well, are we back to the situation where the end use customer is an MCImetro customer and the call is terminating and BellSouth is in a transitting situation such that --

Q Yes. I'm sorry. Let's go back to the original hypothetical where it's the independent customer who is calling the MCI end user served by MCI's facilities, and the call is transitting BellSouth's network. In that situation, what compensation do you believe BellSouth is entitled to for providing, essentially, the services that it is in that scenario?

A The compensation -- I believe this is the way that you articulated it earlier. You said that for the most part the compensation of BellSouth would be owed there -- for its function would generally be the tandem switching function. Now, that presumes that the

independent has already compensated BellSouth or is interconnected with BellSouth at a point near the tandem. And that's -- again, that's a fact situation that I'm simply not able to -- I don't have all the facts on that.

Q Okay. But if the independent is not interconnected near the tandem, there could be additional transport costs that BellSouth would incur in getting the call from the independent's network to the MCI network?

A Yes.

Q Would you agree that there are costs involved in performing a billing function?

A Yes.

Q And do you believe, in your view, that there would be costs to BellSouth under MCI's proposal that BellSouth bill, in this case, intraLATA toll charges to the originating carrier?

A Well, I guess my answer there is that it's my understanding that BellSouth, for whatever reason, has chosen to be the default toll carrier, and thus, you know, willingly put itself in the position of incurring those costs as part of its responsibility for being the

default toll carrier.

Q Is BellSouth the default toll carrier everywhere?

A I don't know.

Q Well, let's talk about the states where MCI is arbitrating. To your knowledge, is BellSouth the default toll carrier in Georgia?

A I really -- I have heard some discussions about that issue. I am not -- I'm not able to say one way or the other for any of the states at this time.

Q And what -- what do you mean by the phrase "default toll carrier"?

A As I understand that phrase, it would mean that where an end user has chosen not to select a primary interexchange carrier for purposes of intraLATA traffic, that the traffic would default -- on a one plus dialed intraLATA call, that that traffic would default to BellSouth to be the carrier handling that call.

Q All right. And in looking at that situation from just the two carrier perspective where it's an end user from an independent who is not presubscribed and makes an intraLATA toll

call to a BellSouth customer and BellSouth serves as the default toll carrier, would BellSouth be entitled to access charges?

A Actually, I would think in that arrangement that the originating carrier would be entitled to access charges for the functions involved in the origination of that call.

Q Okay. So BellSouth would be responsible for paying access charges to the originating carrier in that scenario. Is that correct?

A Yes. And then, as part of that responsibility, entitled to the retail revenues for the traffic.

Q But if we talk about the third-party carrier scenario where now we have MCI on the other end of BellSouth, that same originating call will require, under MCI's proposal, that BellSouth send a bill to the originating carrier. Is that correct?

A I don't see that as any different from the situation where BellSouth would terminate that call to its own customer as opposed to a third party. The putting of a third party's customer at the terminating point of that call

does not change BellSouth's business arrangement with respect to compensation to the originating carrier.

Q Well, let me see if I can understand this correctly. In the scenario where a Sprint customer is calling a BellSouth customer and the Sprint customer is not -- does not have a presubscribed toll carrier -- are you with me so far?

A Yes.

Q In that situation, if the Sprint customer calls a BellSouth customer and BellSouth provides the intraLATA toll service as the default carrier, BellSouth would owe Sprint access charges for originating service, and it would get to keep some retail revenue from the actual end user. Correct?

A I believe that's the case. Again, I am not completely familiar with the processes in the BellSouth states, but that -- that type of situation, to me, would be very -- very commonsensical and consistent with what I'm aware of in other states.

Q Okay. So, in that scenario, where is BellSouth sending Sprint a bill for providing a

transit function?

A Well, BellSouth would be sending Sprint a -- no. You're right. They wouldn't be sending a bill. They would be remitting to Bell -- to Sprint compensation for originating access.

Q Right. So Sprint would be sending BellSouth a bill, and BellSouth would be sending Sprint a check. Right?

A Correct.

Q But now let's talk about the three-carrier scenario, and now we have MCI on the other end where the Sprint customer who is not presubscribed to a specific toll carrier calls an MCI customer, and the call goes through MCI's network. Okay?

A Right.

Q In that scenario, under MCI's proposal, BellSouth would, in fact, have to pay -- send a check to MCI for the toll charges. Correct?

A I'm sorry. I thought we were still with the Sprint end user customer originating the call. Did we change the hypothetical?

Q We're still on that same scenario. What payments are supposed to be made to MCI, if any,

in that scenario?

A Payments for terminating access.

Q Okay. Who has to pay those terminating minutes under MCI's proposal?

A BellSouth.

Q Okay.

A And again --

Q BellSouth has to send -- MCI sends BellSouth a check -- or I'm sorry -- an invoice, presumably, and BellSouth turns around and sends MCI a check. Correct?

A Correct.

Q And this is under MCI's proposal?

A Correct.

Q BellSouth, then, in turn, would have to send Sprint a bill to try to collect the access charges it has already paid MCI. Is that right?

A I'm not following you with that.

Q Well, how is it that BellSouth is to collect the access charges that it has paid to MCI for terminating access?

A As part of the retail revenues that it got for being the default toll carrier.

Q I see. So here the originating carrier pays nothing under MCI's proposal?

A Well, they performed an originating function -- an originating access function for the placing of the call. So, no, they would not be charged anything. I'm -- yeah, they would not be charged anything.

Q Do you have your rebuttal testimony in Georgia in front of you?

A Yes, I do.

Q On Lines 10 through 13 --

A Which page are you at?

Q I'm sorry. Page 52 of Issue 52.

A All right.

Q You say, "A more precise way to characterize the call is that BellSouth is providing the service to its customer, the end user that originated the call, and the ICO is providing originating access to BellSouth." Is that correct?

A Yes.

Q I'm just -- I'm confused about -- you say that the independent is providing originating access service to BellSouth, and that's the Sprint example we were just talking about. Is it your -- MCI's proposal that the independent would get paid nothing from

BellSouth for providing that originating access --

COURT REPORTER: Access what? I'm sorry.

A Could you repeat the question, please?

Q (By Mr. Ross) Yes. Under MCI's proposal, even though the independent in our example, Sprint, is providing originating access service to BellSouth, Sprint would get nothing from BellSouth for providing that access service?

A No, that's not correct.

Q Okay. So it is correct that BellSouth would, in fact, have to pay something to Sprint as the originating carrier?

A Yes. And I believe that's consistent with Lines 12 and 13 of the referenced part of my testimony.

Q Okay. And you don't know in what states BellSouth serves as the default toll provider?

A Not specifically, no.

Q How does the situation change if BellSouth is not the default toll provider?

A If BellSouth is not the default toll

provider, then the call would be handed off by the independent to an interexchange carrier, and the interexchange carrier would be responsible for paying originating and terminating access to have that call completed and would retain the net of those charges based on what it billed the end user for the call. It's absolutely consistent with the arrangement that we just described, except for the fact that there would be CABS billing between the interexchange carrier and the originating and terminating LECs, if you will.

Q Okay. So is it your testimony in this case the situation of this language only arises when BellSouth is the default toll carrier?

A I believe so, yes.

Q So, in other words, if BellSouth is not the default toll provider, there is no such thing as non-presubscribed toll transit traffic that would be at issue between us?

A I'm about 89 percent certain that I agree with that. If you could, just say it one more time.

Q Certainly. I'll ask you about how you arrived at that percentage in a minute. The

issue, as it's described, is should BellSouth be required to pay access charges to WorldCom for non-presubscribed intraLATA toll calls handled by BellSouth. And I'm just reading from your testimony on Page 50 through your rebuttal in Georgia. Okay?

A Yes.

Q And my question was, when BellSouth is not the default toll carrier in a particular state, there is no such thing as non-presubscribed intraLATA toll calls being handled by BellSouth?

A Yes, there is no such thing where we're talking about a call that was handled by the presubscribed carrier.

Q Okay. It's my understanding that this issue, 52, has been settled in North Carolina and, I believe, Georgia.

MR. ROSS: De, do I have that right?

MR. O'ROARK: I believe it's North Carolina and Florida.

Q (By Mr. Ross) All right. North Carolina and Florida. What is it about North Carolina and Florida that is unique as opposed

to the other states where we have pending arbitrations, which would be Georgia and Tennessee -- I'm sorry -- yeah, Georgia and Tennessee?

A It is my understanding that in those other two states, BellSouth chose to -- I'm trying to think of how to say this. I guess the easiest way to put it is that the way that intraLATA presubscription was done in those two states creates the situation where BellSouth would be the default carrier and would, in our view, be responsible -- or should be responsible for the compensation that we've been discussing.

Q Okay. I'm sorry. That's Georgia and Tennessee, in your view BellSouth is the default carrier. Is that right?

A That's my understanding.

Q And is it -- then do I understand correctly, in Florida and North Carolina, BellSouth is not the default carrier; and, therefore, there's no need for the language that is at issue?

A That would be my understanding, yes.

Q Okay. Let's turn to Issue 53, which deals with all jurisdiction being based on the

calling party number or on jurisdictional factors. And I'm at Page 52 of your rebuttal. And calling party number is also known as CPN. Is that correct?

A Yes.

Q Now, I believe in your testimony you make the statement that the information needed for billing, which is really not CPN but the ANI of the calling party, is always recorded in the originating switch. Is that correct?

A It should be.

Q To your knowledge, does the originating -- does every originating carrier provide BellSouth with the CPN or the ANI of the calling party?

A It's my understanding that the discussions of the parties on the contract language addressed the -- I mean, we actually asked BellSouth that, and it's my understanding that BellSouth said that there were no situations where the originating carrier had a contractual arrangement that said they didn't have to transmit that information.

Q I'm not sure that was my question. Are you aware -- is it your view every originating

carrier actually provides BellSouth with the CPN or the ANI of the calling party?

A That information should be transmitted, yes.

Q Does MCI transmit that information in every instance to BellSouth?

A I'm going to have to ask whether you're talking about MCI as a local carrier or MCI as an interexchange carrier.

Q Well, let's talk about MCI as a local carrier first.

A And I would think the answer to that would be yes, except in those situations where the -- where BellSouth is not, quote, the recording switch, and thus has no need for that information.

Q Have you read Mr. Scollard's rebuttal testimony in Georgia on this issue?

A Yes, I have.

Q And where Mr. Scollard makes the statement that many carriers, including MCI, frequently do not provide the CPN when calls are routed to BellSouth?

A I read that.

Q And do you have any reason to disagree

with Mr. Scollard?

A I don't have a reason to disagree with that statement; although, again, you know, there is a difference between the CPN and the ANI, and his statement did not address ANI.

Q Of course, this issue was couched in terms of CPN, was it not?

A Yes.

Q So is there any particular reason why we ought to be talking about ANI as opposed to CPN?

A Well, yes, I think there is. And it's unfortunate that -- perhaps that the issue got worded the way that it did. But calling party number is actually a very specific field in the SS7 signaling stream that may or may not be populated, depending on a number of factors.

Q Okay.

A ANI is so fundamental to billing and telecommunications that, again, it is always transmitted, at least up to the point of the recording switch. And that's why I made the statement that I did earlier where MCI may not -- as a local carrier, may not pass ANI to BellSouth if MCI is the recording switch,

because in that instance, BellSouth would not have need for that information. And, in fact, would not want to keep it, because it would be a burdensome record-keeping process for no billing purpose.

Q Well, when you said it was unfortunate that the issue has been phrased the way it has, what did you mean by that?

A Well, as I understand the issue, the issue is what is the appropriate way for BellSouth and MCImetro, as local carriers, to account for the jurisdiction of local traffic, in particular. And as I understand it, the dispute has to do with whether BellSouth's approach of coming up with a percent local usage based on a sample of call records over some period is superior to a process that we've suggested, which is actually based on the CPN -- or perhaps, more appropriately, the ANI -- of all of the traffic exchange between the parties.

Q Would you agree with me that the language that MCI has actually proposed to BellSouth on this issue and that is in dispute makes absolutely no mention of ANI?

A I'm going to have to dig around and

find that language. I don't have it in front of me.

Q Okay. That's fine. If you'll agree subject to check that the language in MCI's Section 9.6.1 and 10.6.1 does not refer at all to ANI -- in your view, that would be unfortunate?

A Based on my understanding of the issue, it would not be immediately clear to me why that would be the case.

Q Okay. The other -- if you read Mr. Scollard's rebuttal testimony, you also, I assume, read Mr. Scollard's testimony that even when CPN is provided, that the switch software employed by BellSouth and other carriers, as well, does not record the information, and that therefore it's impossible to use CPN to bill each call to MCI without the use of jurisdictional factors. Do you agree or disagree with Mr. Scollard?

A Do you have a page reference to Mr. Scollard's testimony there?

Q His rebuttal testimony in Georgia on Page 4. And, unfortunately, I think mine came from a computer printout that does not have line

numbers, but it's towards the bottom of the page.

A Well, it doesn't matter anyway. I thought I had a copy of his rebuttal, but I don't.

Q I'll read it verbatim to you just because you don't have it in front of you. But on Page 4 of his rebuttal testimony, Mr. Scollard says, "Second, even when the information is provided" -- and he's talking about the CPN information -- "the switch software employed by BellSouth and other providers does not record this information; therefore, it is impossible to use the CPN to bill each call to MCI without the use of the factors."

And my question is do you agree or disagree with Mr. Scollard on that point?

A I don't have a basis for disagreeing. Again, the -- I believe that Mr. Scollard would agree that the situation is different if we start talking about CPN in a -- well, if we talk about the call information in a broader sense and thereby bring in the ANI term.

Q Okay. Let's turn to Issue 67, which

deals with the MCI's use of BellSouth's right-of-way and BellSouth's ability to convey the property.

A Right.

Q The issue in dispute here is that -- and correct me if I'm wrong -- MCI has proposed language that when BellSouth seeks to convey its property on which it has granted MCI a license, that BellSouth must do two things. First, it must give MCI reasonable advanced written notice of its intent to convey, and, second, BellSouth shall only convey the property subject to any licenses granted to MCI. Is that correct?

A That is my reading of the language that we've proposed.

Q Now, let's just use a hypothetical where BellSouth has a pole line. Pick your state. Let's say we're in Florida in Miami. And on that pole line, MCI has some attachments and BellSouth has some attachments, and let's say Time Warner Cable has some attachments. Okay?

A All right.

Q BellSouth decides to sell the pole line to Time Warner, and Time Warner wants BellSouth

and MCI's attachments off. Is it MCI's position that BellSouth would not be able to sell that pole line under the scenario I just gave you?

A Well, I think perhaps not be able to is, you know, an absolute phrase. And certainly we would not want there to be that sale absent the ability of MCI to make arrangements, you know, either with Time Warner or with someone else to be able to replace those facilities.

Q Well, but let me make clear I understand what MCI's position is in the hypothetical I just gave you. Time Warner says to BellSouth, "I'm only willing to buy your pole line if BellSouth's attachments and MCI's attachments are off of the pole line."

BellSouth is willing to take its attachments off, and MCI, as I understand it, wants the right to be able to say, "No. BellSouth cannot sell that pole line to Time Warner, because I want keep my attachments right where they are." Is that a fair characterization of our dispute?

A Well, I think we certainly do not want BellSouth to have the unilateral right to put us in a position of giving up that which we had

already agreed to.

Q Is that a "yes" to my question?

A It's a yes with that qualification.

Q Okay.

A I mean, the advanced notice part of, you know, what we were talking about with the language that we have proposed would allow us to see if we could come up with a remedy. I think that's why we put that in there.

Q Well, let's say in the example I gave Time Warner is willing to allow MCI to continue to maintain its attachments on the pole line but at a higher rate than what BellSouth had been charging, and MCI figures, "Well, I might as well just try to stop BellSouth from conveying the property rather than paying more money." Would your proposal allow MCI to do that?

A I'm going to answer that by saying I guess that is a possible reading; although, you know, I'm sure that all of our company's lawyers would, you know, probably have slightly different, you know, interpretations of that. But I could see that as a possible reading in the language.

Q Okay. Let's talk about Issue 68,

Mr. Price, which deals with make-ready work and payments being made in advance.

A All right.

Q And if I understand correctly, the dispute here -- there is no dispute that make-ready work should be -- and prelicense survey should be paid for by MCI. Is that correct?

A Absolutely not. No dispute.

Q And it is BellSouth's position that the make-ready work and the prelicense survey should be paid for before the work is actually commenced. Is that correct?

A That's my understanding.

Q And MCI's proposal is that BellSouth should go ahead and begin the make-ready work and the prelicense surveys, but that MCI would agree to pay for that at some point in time later on. Is that right?

A Yes, with the -- with the understanding that later on would be rather immediate. In other words, it is our proposal that we would begin the processing of the amount owed immediately and presumably, you know, get that to BellSouth within a very short time frame.

We're not talking about 90 days or anything. We're talking about getting it processed as soon as we can.

Q Okay. And what do you believe does "as soon as you can" mean?

A I'm going to refer to my rebuttal testimony and see if we said anything in there about that. If you'll bear with me for just a second.

Q Certainly.

A The period that we're talking about is two weeks.

Q That's what your testimony says. Is that correct?

A Yes.

Q Would you be surprised that your proposed language -- and I'm looking at North Carolina Section 4.7.3 -- actually says 60 days?

A Well, since that language is not in my testimony, unlike some of the other issues, yes.

Q Yes, that would surprise you?

A Yes.

Q Okay. You make the statement in your -- I guess this is your direct testimony in Georgia on Page 48, that a requirement for

advanced payment for prelicense surveys and make-ready work would create delays and would not be commercially reasonable. Do you recall that testimony?

A Yes.

Q The commercially reasonable part, is it your experience that in many instances when construction work is to be done -- or any kind of work is to be done by contractors, that some money, if not all the money, is paid in advance?

A I do not have an extensive background on the construction side of the business, so my experience is quite limited. It would be my general observation that whether or not such a requirement exists may depend on the nature of the relationship between the parties. In other words, whether it's a, you know, one-time job, et cetera, or whether there's an ongoing business relationship between those companies.

Q Have you ever had your work -- any work done on your house where a contractor has asked you to pay money in advance?

A Well, we -- we just built a new house a little over a year ago. I haven't had to do much since then, but I've seen it both ways with

respect to work on my house.

Q Okay. So you have seen circumstances in which, in fact, some work has to be paid for in advance?

A Actually, now that I think of it, I'm not -- I don't recall right offhand a single example where we had to pay in advance.

Q I need to use your contractors.

A Well, I'm actually not thinking about contract work. I'm thinking more in terms of just repairs and stuff. So, again, maybe my experience is limited. But again, I think it would have to do with the nature of the relationship between the parties.

Q Okay. Let's talk about Issue 75, if we could, Mr. Price. This is somewhat of a -- if you'll pardon me saying so, somewhat of a confusing issue to understand. And this deals with end users served by interim number portability and who is responsible for paying certain charges that an end user customer served by interim number portability makes. Is that correct?

A It does have to do with interim number portability. Could you repeat the last part of

that?

Q Yes. It has to do, more specifically, with certain calls that a customer or an end user served by interim number portability makes, such as collect calls, third-party calls, et cetera.

A Well, I'm hesitating because it could be calls made by the customer. It could be calls made by others. For example, collect would be a call made by someone else. But the charges would be, you know, paid for by the MCImetro customer.

Q That's fair enough. You're correct. These are calls involving an end user served by interim number portability?

A Yes.

Q To what extent is MCI using interim number portability in any of the states in which MCI is arbitrating?

A In terms of ongoing use, I would think that that use would be limited strictly to places where permanent number portability had not yet been deployed. I am not aware of the extent to which we may still have a few customers that were initially served by interim

number portability that may still be there.

Q Well, would you agree with me that every place where MCI is providing local service, at least in BellSouth's region, that local number portability has, in fact, been deployed?

A I would think that to be the case. I have not actually analyzed that. I mean, I know, for example, that the FCC requirement was for the top 100 MSAs, and I don't -- frankly, I don't recall, you know, some of the cities that were down at the bottom end of that. But based on my knowledge of where MCI is providing services in the BellSouth states, I think that's the case.

Q Okay. But you -- I think you said earlier that you have not done any analysis to determine to what extent there may be, still, customers being served by interim number portability, even though local number portability may in fact be available?

A I have not.

Q So we really don't know how significant this issue is, if at all?

A In terms of its impact on our

customers, I would think -- yes, you're right. I don't have specific knowledge of the extent to which it would impact our existing customers.

Q So, in fact, if MCImetro were not serving any end user customers via INP, this issue really is not an issue today?

A No, it's not. And I think perhaps really the only -- the concern would generally be that it not be a problem in the future. In other words, if we were to go in and begin serving an area that today does not have permanent portability and whether or not this language might be needed until such time as permanent portability was rolled out.

Q Okay. You -- let's make sure everybody understands what it is that BellSouth is proposing here. This is a situation where an MCI customer who is being served by interim number portability is making or receiving certain calls. Correct?

A Yes. I would characterize those certain calls as alternate billed calls.

Q All right. And an alternate billed call would be something like a collect call, a third-party billed call, or an operator assisted

call?

A Yes.

Q And in the INP situation -- that's interim number portability -- the original number that is now being ported to MCI was originally a BellSouth number. Correct?

A Well, was and still is, in fact.

Q Okay. But it's being used by an MCI end user now?

A Yes, via call forwarding.

Q And so, in the situation -- let's take -- let's take an example where your MCI end user is -- goes to a friend's house and decides to make a long distance call billed to his or her home number. Okay?

A All right.

Q And that call is billed to the number that belongs to BellSouth, now being ported to MCI. Correct?

A Yes.

Q Would you agree that in that situation, BellSouth does not have a direct relationship with the MCI end user?

A Yes.

Q In MCI's proposal, how is it that

BellSouth -- well, let me say this. The number -- the phone call that's made that's being billed to the home number would appear on whose bill?

A The interexchange carrier that handled the call.

Q Okay. And they would bill it to whom?

A They would bill it to the end user.

Q Who is an MCI customer?

A Yes.

Q Is it always the case -- let me ask it this way. How is it that AT&T -- and let's assume they're the long distance carrier -- knows that the ported number now actually is being ported to MCI as opposed to BellSouth -- I'm sorry -- is being ported from BellSouth to MCI?

A They could get that information from BellSouth or from MCI.

Q Do they routinely do that, as far as you know?

A I don't know.

Q How is it that an interexchange carrier knows at all whether a number is being forwarded?

A In -- now, are we still limiting this to interim number portability?

Q Yes. I'm sorry. Yes. And all my questions are related to that.

A That information would have to come from one of the two LECs involved.

Q Okay. But do you know whether, in fact, that routinely does come from the two LECs involved?

A No, I don't.

Q You make several statements in your testimony, both your direct and rebuttal, about industry practice with respect to toll carriers billing the end user directly.

A Yes.

Q Do you have any idea what the industry practice is as it relates to interim number portability and billing end users directly?

A Well, again, the -- I already answered the question with respect to whether or not there is a standard way, if you will, for interexchange carriers to find out about the fact of that number having been ported. Other than that, all you have to have is a customer name and address, and the bill can be rendered.

Q I'm sorry. If you'll look at -- maybe my question wasn't clear, Mr. Price. But looking at Page 50 of your direct testimony in Georgia --

A Yes.

Q I'm at Lines 25 and 26.

A Yes.

Q I don't know whose music that is.

MR. HERRERA: Not on our side.

MS. BERLIN: I think it's from the Florida Commission, I would guess.

MR. ROSS: Let's go off the record for just a minute.

(Discussion off the record)

MR. ROSS: Okay. Let's go back on the record.

Q (By Mr. Ross) At Page 50 of your direct testimony, Mr. Price, Lines 25 through 26, you say, "The practice in the industry is for the toll carrier to bill the end user directly." Do you see that?

A Yes.

Q And I guess my question was are you referring to the practice in the industry as it relates to INP and alternative billing

arrangements?

A I think I made that statement in the most general sense. In other words, it is not the practice in the industry for carriers to be billing each other for their end user's calls. It's the practice of obtaining the name of the end user and the billing address and then rendering the bill to the end user.

Q Okay. So your statement about practice in the industry is just general and not specifically directed to the INP issue. Correct?

A Correct.

Q Are you aware that practically every carrier with whom BellSouth has signed an interconnection agreement has agreed to the language that is set forth in the paragraph in dispute?

A No, I'm not.

Q Would you agree that what other carriers have agreed to in their interconnection agreement may be some indication of what industry practice or industry standards are?

A No.

Q No, you would not agree with that?

A I would not agree with that.

Q How would you look to determine what is an industry standard or industry practice?

A Well, as I stated a minute ago, the way in which end user billing is handled, you know, consistent with everything I've known in 20 plus years in the industry, is that end users get billed for the calls that end users place.

Q I'm sorry. If we could just focus on the INP -- the INP issue. If every -- let's just assume hypothetically that we have 1,000 CLECs that have executed interconnection agreements, and 999 of them have agreed that when it comes to customers with INPs and alternative billing arrangements, that BellSouth's proposal is acceptable. It's your view that that would not be an indication of what the industry practice is as it relates to INP traffic?

A No, it's not -- you're correct. That doesn't indicate anything to me other than those CLECs' views of whether or not that is an issue that's worth, you know, going to arbitration or whatever over.

Q Okay. Let's talk about Issue 92. Let

me go back to that just for a second. Let's take -- going back to that same issue we just talked about. Let's take AT&T, for example, which is arbitrating. If AT&T were to agree to that language and decide not to arbitrate it, your view is that would not be an indication of industry practices, or at least in AT&T's view?

A I can't speak to their motives for why they may or may not have taken issue of that.

Q Okay. Let's talk about Issue 92. Have you had a chance to review the language that BellSouth has proposed to deal with LNP?

A I -- no, I have not.

Q So I take it you can't identify for me in what respects BellSouth's proposed language is deficient or otherwise unacceptable?

A It's my understanding -- and maybe this will shorten this quite a bit. It's my understanding that the parties have reached agreement on the guidelines for LNP orders and that there is only one remaining sticking point, if you will, with that being an issue of intervals.

Q Okay. Well, let me ask you to look at Page 58 of your rebuttal testimony in Georgia,

on Line 12 where you state that intervals are not in dispute.

A Yes, I see that. At the time that was written, I believe the intervals that we had proposed back to BellSouth were the intervals that BellSouth had originally proposed to us, and so we assumed that there would be no dispute since we were proposing back that which BellSouth had proposed. But apparently that was not the case. And even though we were able to agree on the rest of the language, the intervals are still a sticking point.

Q Okay. Is it your view that the only thing in dispute is the intervals?

A That's what I'm advised, yes.

Q Okay. So is MCI willing to accept BellSouth's local number portability ordering guide that BellSouth has proposed be used in outlining the procedures for LNP orders?

A I'm at a real disadvantage on this because I don't know the nature of the agreement between the parties. I've just been advised that the issue of the detailed ordering guidelines is -- has been resolved. Unfortunately, I can't tell you whether it was

resolved by us agreeing to your language or your agreeing to our language or something in the middle.

Q. I'm at the same loss. Maybe we can go off the record for just a second.

(Recess: 9:30 a.m. to 9:35 a.m.)

Q (By Mr. Ross) Mr. Price, let's turn our attention to Issue 94, which deals with whether or not BellSouth should be permitted to disconnect service to MCI WorldCom for nonpayment.

A Yes.

Q Could you explain why it is that MCI believes that BellSouth should not have the right to disconnect service to WorldCom if it doesn't pay its bills?

A Generally, I think the answer to that is because there are other means of resolving disputes, at least in the initial phases, and that such a measure should only be taken after those other avenues are exhausted and -- you know, say for example if a dispute was brought at the appropriate state agency and the state agency said, "Gee, you know, WorldCom, you're sure being a bad company and not paying your

bills, and you should pay up," and then we refuse to do so -- I mean, as a matter of first recourse, we just don't think that's appropriate.

Q Putting aside first recourse, do you believe that BellSouth should ever have the right to terminate or disconnect service to MCI WorldCom for not paying its bills absent involvement from a state commission?

A If I understand your question correctly, it -- the question was whether the state agency should always be involved. And I guess the answer would be yes, unless the parties have agreed to some other means of alternative -- of dispute resolution, such as, you know, ABA arbitration or whatever.

Q Well, let me see if I can ask it this way, and you may have answered the question. Is it MCI's view that BellSouth should have no right to disconnect service for nonpayment short of completing an entire dispute resolution process either through arbitration or through a complaint before the Commission?

A Yes.

Q Now, you do understand that MCI's --

I'm sorry -- BellSouth's proposal for the ability to disconnect would not apply to amounts for which there is a good-faith billing dispute?

A Yes, I understand that. And I understand there are some concerns about the possible interpretation of what constitutes a dispute.

Q Okay. Well, let's assume that BellSouth has sent MCI a bill for $1 million, and MCI doesn't dispute that it owes every penny of it. Everything has been -- all the Is have been dotted, Ts crossed, MCI acknowledges that it owes $1 million, but it refuses to pay. It just doesn't pay the bills. What is it that MCI believes BellSouth must do in order to collect that $1 million?

A Well, as I indicated earlier, I would think that there would be a dispute resolution process that could be pursued for collection. I mean, you know, obviously your example is extreme, but it's intended to draw out the limits of the issue. I just -- first of all, I don't see a situation developing as you've hypothesized it, but I -- you know, we don't want to see that as a first recourse.

Q Well, I guess when you say that situation developing, you don't envision a circumstance under which BellSouth would be disconnecting MCI because MCI is going to pay its bills?

A Well, I think that's generally true, but I don't think that there's going to be a situation where BellSouth sends MCI a bill and we don't dispute it but simply don't pay it.

Q Okay. Do you agree that -- and again, this is not a legal question -- that the interconnection agreements that BellSouth signs with MCI can be adopted by other carriers?

A Yes, that's my understanding.

Q And they could be adopted by carriers maybe less scrupulous than MCI?

A Well, they can be adopted by other carriers, yes.

Q And assuming that it is adopted -- this agreement were adopted by a carrier less scrupulous than MCI, wouldn't the inability of BellSouth to disconnect service for failure to pay a bill that's not disputed provide an incentive for an unscrupulous carrier to take advantage of BellSouth?

A I mean, I don't know whether the disconnection serves as a disincentive or not. I mean, if somebody is going to do the wrong thing, so to speak, I'm not sure that -- I'm not sure that we can sit in the discussions around this interconnection agreement and envision, you know, all kinds of means to preclude people from doing the wrong thing if that's what they want to do.

Q Well, in your view, does the threat of disconnect have any impact at all in enticing anybody to pay a bill?

A Well, that's -- I don't -- I mean, that doesn't really -- that doesn't get at the concerns that MCI has with the language that's proposed.

Q Well, but let me ask you -- see if you can answer my question first, and then we can talk about the concerns. In your view, does the threat of disconnection provide any incentive for someone to pay their bill?

A And, frankly, I don't know. I mean, I can see instances where it might. I can also see other instances where, you know, that's just a price of doing business the way that some

carrier may choose to do it.

Q To your knowledge, does MCI have the right to disconnect service to any of its customers for failure to pay bills?

A I've not looked at our tariffs with that question in mind, no.

MR. O'ROARK: Bennett, this is De. Are you talking about other carriers who are customers of ours, or are you talking about directly with end users?

MR. ROSS: Either one.

Q (By Mr. Ross) With what clarification from your council, do you have any knowledge whether MCI has any ability to disconnect service to its customers?

A I have not looked at that. I may have seen some information on that at some point, but it's not coming to mind now.

MR. O'ROARK: Okay. Since I'm an MCI long distance customer, I'm really interested in the answer to that question.

THE WITNESS: Well, for you we'll make a special exception.

MR. O'ROARK: I appreciate that.

Q (By Mr. Ross) Issue 95, which deals

with the EMI standard fields --

A Yes.

Q Could you explain just briefly what is in dispute as it relates to this issue?

A I'm going to dig around and see if I can't find the appropriate language in the direct testimony of Mr. Martinez.

MS. BERLIN: Excuse me. This is Issue 95. Correct?

MR. ROSS: Yes, it is.

MS. BERLIN: I believe that this issue is covered only in rebuttal.

THE WITNESS: Well, good. That I already had.

A As I understand the dispute, it involves the necessary information for rendering a bill, which in our view would involve all of the guidelines or the billing guidelines established in the exchange messaging interface guidelines. I believe that's what EMI stands for. And as I understand BellSouth's position, it is that they have tariffed offerings that they have created which utilize a portion of the EMI records.

And our concern is that because

BellSouth is referencing or relying on a tariffed offering, that BellSouth would have the ability to unilaterally limit the records that are exchanged as opposed to being bound by the EMI guidelines, which are, as I understand it, broader than BellSouth's tariffed offerings.

Q (By Mr. Ross) You don't have BellSouth's proposed language in front of you, I take it?

A That's correct. I do not.

Q When you refer to tariffed offerings, I assume that you are referring to such things as the optional daily usage file?

A Yes, sir.

Q Are you familiar with what that service is?

A Barely.

Q I appreciate the honesty. What is your understanding of what that service is?

A Well, as I stated a minute ago, it's my understanding that that contains a subset of the EMI records, and it's --

Q Is there anything that BellSouth is -- I'm sorry. Let me rephrase that.

Is there any EMI record that MCI needs

for billing that you contend BellSouth is unwilling to provide?

A I think the answer is it's unclear. And again, because BellSouth is referencing its own tariffed offerings as opposed to the industry guidelines, there is a concern, if you will.

Q Okay. So you're not sure whether or not BellSouth is proposing to not provide MCI with EMI records that MCI needs for billing?

A Well, it's -- I mean, the fact that BellSouth has been unwilling to agree to abide by the EMI guidelines and keeps referencing its tariffed offerings suggests that there's some difference there, and that suggestion that there's a difference is what concerns us.

Q Let's talk about Issue 96, which is written notice when a central office conversion will take place before midnight or after 4:00 a.m.

A All right.

Q Could you please briefly explain your understanding of the dispute on this issue?

A The dispute on this issue, as I understand it, is that BellSouth believes that a Web posting of the conversion is sufficient, and

our view is that written notice, which can include e-mail, to other carriers -- or other carriers' representatives is more appropriate because of the potential impact that such a change could have in the routing of traffic.

Q So it would be -- well, let me ask you this way. Who at MCI would BellSouth be responsible for sending e-mail or other written notification to about a central office conversion taking place before midnight or after 4:00 a.m.?

A Well, I assume it would be someone in our network planning organization. I mean, I'm sure we could work out the details of who that needs to be. The concern, again, is that -- as I understand it -- and I perhaps didn't say this earlier, but the concern is not that the changes occur, but that changes to planned changes happen at the nth hour, and notification would need to be immediate.

In other words, if there was a conversion that had been planned that for some reason was aborted at the last minute or moved up, perhaps -- I don't know why that would be the case -- but all of the other carriers would

have already made plans based on the announced change date and time to have their routing tables, you know, modified and would need to have immediate notification so as to not, you know -- to use the vernacular, not screw up the routing of a lot of traffic.

Q This is -- your view is this issue only comes up in a situation where BellSouth has announced a conversion to take place, say, at 1:00 in the morning, but then changes that conversion to take place at 8:00 a.m.?

A Yes, I believe so.

Q Now, again, going back to my question who at MCI, is there one particular person who is responsible or who would be responsible for all of central office conversions in every central office in BellSouth's region?

A I think it might be Mr. Olson, in fact, but, yes. Responsible in the broadest sense. I mean, obviously they would not be involved with the translations, for example, in each of our switches, but would have the capability to get that information in the right hands immediately.

Q Okay. And, of course, I assume you would agree that BellSouth couldn't just give

written notification either by e-mail or otherwise just to MCI?

A Well, again, if we're talking about -- if we're talking about a change to a previously scheduled conversion, then I would think that everyone in the industry would need to be notified.

Q And I guess that's the point. The proposal here is that BellSouth essentially provide written or e-mail notification to every affected carrier.

A Well, I mean, that's not our issue. I mean, our issue is that we need to have notice so that our customer traffic doesn't get misrouted.

Q Okay. But the practical result of your position is that BellSouth has got to give everybody written or e-mail notification. Correct?

A No. They just need to give it to us. I mean, if they want to post it on the Web and people find out about it as they will, then that's the other carriers' problems with respect to the quality of service that they give to their end users.

Q So, in your view, BellSouth can give MCI preferential treatment versus other carriers?

A I don't know whether that constitutes preferential treatment or not. Again, we're concerned about the quality of service that we provide to our end users, and other carriers may, for whatever reason, choose not to have the same or similar concerns.

Q Okay. If we're just talking about a central office conversion generally, are you satisfied that a Web posting provides sufficient notice?

A For the initially scheduled change, perhaps. For a modification to the schedule that would happen at the nth hour, no.

Q Okay. Let's go back to the initial schedule. Perhaps -- how about a yes or a no. In your view, is -- when it comes to initial central office conversions, is posting a notice on BellSouth's Web site -- you know, assumed sufficiently in advance -- adequate as far as MCI is concerned?

A Yes, I would think so.

Q Okay. Let's talk about Issue 97. Can

you explain briefly what the issue in dispute here is?

A Yes. This issue would involve a numbering change -- and I'm trying to think of how much different permutations there could be here -- but a numbering change that would affect a public safety answering point for 911 services such that the old ten digit number that is used for the PSAP is no longer valid. And all we've asked, for purposes of making sure that our systems are properly up to date, is that any such numbering change on BellSouth's network be noticed immediately to MCImetro so that we could make sure that our records are up to date with respect to that PSAP.

Q Okay. Could you explain what we mean when we're talking about a PSAP?

A It is a -- the PSAP is the point where the -- where 911 calls are answered, if you will, such that traffic routed, you know, from any point in that area gets to a particular center so that that center can then notify the appropriate emergency response team, whether that's, you know, ambulance, Poison Control, fire, whatever.

Q When you refer to -- when the proposed language by MCI refers to all emergency public agency telephone numbers linked to all NPA NXXs, what do you mean by that?

A Are you looking at our language in Attachment 9, Paragraph 1.1.6?

Q That's exactly where I'm looking.

A Bear with me for a minute. I just found that.

Q That's fine.

A All right. And your question again was?

Q I'm really just trying to get some clarification on what you mean by -- or what is meant by the term "emergency public agency telephone numbers linked to all NPA NXXs."

A Well, I think this probably is linked with Issue 99, which we haven't gotten to yet. But what we're trying to get at, as I understand it, is the -- the proper means to get an emergency call to the emergency service provider in a given area. So, I mean, where we say all NPA NXXs, I feel certain that we could, you know, limit that to, you know, perhaps an addendum or whatever that this section of the

contract should have something that says, you know, where we operate, say within North Carolina or whatever. I mean, if we're operating solely within the Raleigh area, then obviously we would not want to require BellSouth to provide information in Charlotte, for example, or Ashville or whatever.

Q Okay. Do you also want BellSouth to provide information about NPA NXXs that are not BellSouth's?

A Now that -- and I'm presuming that BellSouth is no longer the administrator for the North American numbering plan, that that's been transferred to an independent third party. I would not think that that would be a reasonable burden to impose on BellSouth.

Q I'm sorry. You believe it would not be an unreasonable burden to impose on BellSouth to provide information about NPA NXXs that don't belong to BellSouth?

A I'm sorry. I didn't say that very well. I don't think it would be reasonable to impose such a burden on BellSouth.

Q Okay. So, in your view, any information that should be provided concerning

emergency publication telephone numbers linked to NPA NXXs should just be those NPA NXXs that belong to BellSouth?

A Yes. Well, with the possible qualification that if somehow or the other BellSouth were involved in providing 911 service or whatever where the -- well, let me just stop there. Yes, that's exactly what I mean.

Q Okay. And we've also -- I think you also agreed that you would only want this information with respect to those areas where MCI is actually providing service?

A Yes.

Q Now, the issue as it related to -- I'm sorry -- Issue 99 and how it relates to 97, can you explain that to me, please? I think you referred to that earlier.

A As I understand Issue 99, it involves the means by which MCImetro would be advised of the administrative telephone numbers associated with the PSAPs, and those numbers would be -- again, by administrative, I mean for administration purposes as opposed to typically phones that would -- as opposed to phones that would typically have 911 calls coming to them.

In case of a failure of the 911 routing system, it may be necessary for our operators to route around, if you will, a failed system and get to the PSAP. The administrative line would give us that capability to do that and talk to the folks at the -- at that location, albeit not with the same level of service quality that they would typically have enjoyed. I mean, they wouldn't have the ability to look at the automatic location database and pull up addresses and stuff, but at least we could get the calls to the right centers.

Q And just maybe if I can try to put words in your mouth so I can understand the distinction between Issue 97 and Issue 99. When we're talking about Issue 97, we're talking about changes to the numbers or to the means by which end user customers actually get to the emergency service. Is that correct?

A Issue 97?

Q Yes.

A There would be a numbering change, whether it's a -- some kind of service rehoning for the PSAP or a numbering change where there's a split -- a geographic split, for example, and

somehow or the other the NPA NXX is changed that way. But, in any event, there would be a new number, if you will -- a new ten digit number associated with the PSAP.

Q Okay. And that ten digit number is the means by which end user customers who are having an emergency actually get to the emergency agency?

A No.

Q No?

A No. That's why I said that it's kind of linked to 99, because the ten digit number -- I'm sorry -- Issue 99, because the ten digit number would normally not be the number where emergency calls are received. That would be more of an administrative number.

Q Okay. And by administrative number, this could be just a number that -- let's take the fire department uses to communicate or make routine telephone calls.

A It -- well, it's at the PSAP, so it may not be a fire department or a police department. It may be, say, Greater Dade County or whatever 911.

Q Okay. But it's their administrative

line that they use for purposes other than fielding emergency telephone calls?

A Used typically for other than fielding 911 calls, yes.

Q Okay. And it is MCI's view that it needs information about this administrative line so that in case there is a problem with 911 or the typical emergency arrangements, that calls could be routed to this administrative line. Is that correct?

A Yes.

Q Do you know whether PSAPs have a view about the extent to which administrative lines should be used to receive emergency calls?

A I can't answer the question that you've asked in the affirmative. I have had some discussions with people who are internal to WorldCom who have been on the public side in exactly that role and have talked with them about how that would work.

Q So, in other words, you have not actually -- you and -- you being MCI, have not actually gone to any particular PSAPs to ascertain whether or not they are interested in having their administrative line serve as

essentially an overflow in the event there's a problem with the emergency phone numbers?

A I have no knowledge of that.

Q Has MCI made any effort to obtain the administrative phone numbers directly from the PSAPs themselves?

A Not to my knowledge.

Q Is it possible that there are PSAPs who are being served by carriers other than BellSouth?

A Yes.

Q Is it your view that BellSouth is obligated to provide MCI with information about the phone numbers for PSAPs being served by carriers other than BellSouth?

A No.

Q Again, so this would only be limited to PSAPs being served by BellSouth?

A Yes.

Q Does the language that MCI has proposed in this case make that clear?

A I've got to flip between too many pieces of testimony. Bear with me.

Q I hear you.

A I believe with respect to Attachment 9

language at Paragraph 1.1.6, I've already acknowledged that that language could be limited. And with respect to the language at Attachment 9, Paragraph 1.3.17, that language would limit the obligation to provide the ten digit administrative numbers to only those PSAPs that subtend a BellSouth selective router/911 tandem, to which --

Q The language in 1.3.17 says that "BellSouth, where available, shall work with the appropriate government agency to provide MCI the ten digit POTS number of each PSAP which subtends each BellSouth selective router/911 tandem to which MCIm is interconnected." Is that correct?

A Yes.

Q Why is it, in MCI's view, BellSouth must work with the available government agency to provide MCI with the ten digit POTS number?

A I believe the issue, in my mind, is that BellSouth, as the provider of emergency services, actually assigns that number to the provider. So, I mean, the language that we are discussing is a little muddy, because, in my view, that's information that BellSouth would

obtain at such time as it set up service to the emergency service provider or made any changes to the service as part of the service ordering process.

Q Is it your view that BellSouth is in a position to give out its customers' telephone numbers upon request from a carrier like MCI?

A I believe the way that we characterize that in my testimony is that if there is a concern by BellSouth that somehow those numbers are non-published and they need authorization, that we believe the commissions can provide that authorization.

Q Well, I guess -- I'm asking your views. In your view -- for example, let's take MCI. Does MCI consider the telephone numbers it's assigned to its customers -- unpublished numbers, to be information that any carrier can get upon request?

A No.

Q And I interpret the language -- and you tell me if my interpretation is correct or incorrect -- that the obligation to work with the appropriate government agency suggests that MCI believes that BellSouth just simply cannot

unilaterally turn over the phone number of the PSAP directly to MCI.

A I could appreciate that reading of the language, yes.

Q Is there anything that prevents MCI from going to the PSAP directly and getting the ten digit telephone number and telling the PSAP the reason why MCI wants that telephone number?

A No, I don't think there's anything necessarily preventing that. As I said earlier, I believe that's information that BellSouth has as part of its role as service provider, and it certainly puts BellSouth in a position of having ready access to that kind of information.

MR. ROSS: I'm ready to move on to another issue if this is a good time for the court reporters to swap out and us to take a little health break.

MR. HERRERA: I don't think the court reporter has arrived yet.

COURT REPORTER: But I do need a break.

MR. HERRERA: But I think both the court reporter and the witness need a break.

MR. ROSS: Okay. That's fine.

(Recess: 10:12 a.m. to 10:25 a.m.)

Q (By Mr. Ross) Mr. Price, let's turn to Issue 100.

A All right.

Q Could you explain briefly what the issue in dispute here is?

A Yes. As I understand BellSouth's position, it is that when a caller reaches the operator and asks for a rate quote -- in other words, using North Carolina, for example. If a caller reaches a BellSouth operator and asks for charges for a toll call to, I don't know, Ashville from Raleigh, BellSouth -- actually, that may not be a good example. Let's use an example within the Raleigh LATA. Let's assume that there's a toll call -- or a toll destination, I should say, within the Raleigh LATA. The end user reaches the BellSouth operator and asks for charges to call that toll destination -- the per minute charge. BellSouth will assume that it is the default carrier and will quote its own charges to the end user.

The dispute is whether BellSouth's operators should assume that it is the default carrier or whether BellSouth's operator should

ask the end user, before quoting the charges, what the end user's preferred carrier is for that call.

Q And then isn't there a little more to it than that?

A And then if the end user says that it is a -- that the carrier is other than BellSouth, BellSouth would transfer the caller to that carrier.

Q Okay. Now, you would agree with me, I assume, that BellSouth has no way of knowing whether a subscriber is an MCI subscriber, an AT&T subscriber, or anyone else when they call an operator. Is that correct?

A No.

Q No, you would not agree with that?

A I would not agree with that.

Q So, when a customer dials a BellSouth operator, the BellSouth operator knows exactly whether that customer uses AT&T or MCI for its long distance services?

A I'm sorry. I think I was confusing a branding issue with this. I apologize.

Q Okay. I'll ask the question again and maybe see if you can answer it the way you think

it ought to be answered. The situation is that a BellSouth operator receives a call. Does the BellSouth operator know that that customer who is calling uses MCI or AT&T or Sprint as his or her long distance carrier?

A I can agree with that.

Q So they would not know?

A Yes.

Q So they have to ask, in your view?

A Yes.

Q And the obligation that you're -- that MCI is seeking to impose here would be to inquire as to every customer who is calling that is not a BellSouth -- I'm sorry. You would ask that BellSouth inquire as to every customer who calls for a rate quote, for the operator to ask whether or not that -- whose long distance carrier the customer is served by. Is that correct?

A Well, no. And that's kind of why there was a little confusion at the outset. This would only -- the language that we're proposing, as I understand it, would only impose that obligation for the MCI end user customers. And that's why I got a little sidetracked on the

branding issue, because it is my understanding that BellSouth's operators should be able to know -- and I believe -- I believe I've been advised that there is a technology or an offering that BellSouth is going to roll out later this year that will allow the operators to know the identify of -- not the identity -- the brand that should be placed on the call when the operator answers it. And that brand would obviously identify the end user as an MCI customer.

Q I'm sorry. What is the name of that service, and what do you know about that service?

A I knew you were going to ask me that. Sitting right here this morning, I do not -- I don't have that information in front of me. I just learned of this the other day, and I don't have my notes from that conversation.

Q From whom did you learn this?

A I believe Mr. Martinez advised me of that.

Q Okay. Have you talked to anybody at BellSouth about what this service is and what it will be capable of doing?

A No, I have not.

Q Okay. And Mr. Martinez, just for the record, is an MCI WorldCom employee who originally had submitted testimony in this proceeding?

A Yes.

Q And what is your understanding of what this service will allow BellSouth operators to do?

A If memory serves -- and again, I -- I apologize for not being more clear on this. But if memory serves, it will allow BellSouth to have the ability to brand calls coming in to its operator centers such that the operator would have knowledge of the end user customer -- the carrier providing local services to the end user customer.

Q Okay. So, in your view, would this service -- I'm sorry. Does BellSouth have this deployed today? Do you know?

A That was not my understanding based on the conversation.

Q Okay. So, when and if BellSouth deploys this service, it's your view that the BellSouth operator will know that the customer

who is calling the operator is an MCI customer. Is that correct?

A If -- unless I'm way off base and misremembering, yes, that's my understanding.

Q And I'm assuming that they would -- the operator would only know that this is an MCI local customer?

A Yes.

Q So, at that point in time, BellSouth would be obligated, once it's identified that this is an MCI local customer, to inquire as to rates. Is that correct -- or to -- I'm sorry -- to ask about which carrier the customer uses for long distance?

A Correct.

Q Now, assuming that it is a -- that in fact BellSouth has the capability to know that it's an MCI customer, why do you think BellSouth would quote its own rates to that MCI customer?

A I don't know. That, I think, points to the question as to why there's a disagreement on this.

Q Do you know, in fact, whether BellSouth does, indeed, quote its own rates when it knows it's got an MCI customer on the line?

A And your question was whether I knew why BellSouth's operators would want to do that?

Q No. I said do you know whether, in fact, BellSouth operators quote BellSouth rates when it knows -- when the operator knows that an MCI customer is on the line?

A I don't know that for a fact. Again, that's, in my mind, suggested by BellSouth's opposition to the language we have proposed.

Q Well, do you also understand a part of BellSouth's opposition is they don't feel like they ought to have to transfer a call to another -- to an IXC?

A Well, I guess my response is that I don't know how they would provide that information to the end user if they're not providing the -- in other words, if the end user would be using a carrier for whom the BellSouth operator doesn't have rates, I don't know how they would respond. I mean, they would either provide the BellSouth rates or -- I don't know what.

Q Well, I'm confused. Is it MCI's position that BellSouth operators must provide the rates for every interexchange carrier when

an MCI customer calls and wants a rate quote?

A No. And that's exactly why I was trying to respond the way that I was, because the obligation, as I understand it, that would be imposed on BellSouth under our language is that the operator, upon learning the identification of the preferred carrier, would transfer the caller to that carrier so that that carrier could quote its own rates for the call.

Q Okay. So you're not asking that BellSouth's operators quote any rates. Correct?

A Unless the caller said that its preferred carrier was BellSouth, then the call could be -- you know, the rate quote could be made using BellSouth's rates.

Q Okay. But assuming it's not BellSouth, what MCI wants BellSouth to do is have its operator transfer the call to AT&T, to MCI, to Sprint, to Qwest, to Bell Atlantic -- whoever the long distance carrier is, MCI wants BellSouth to transfer that call to that long distance carrier. Correct?

A Correct.

Q And how is it that BellSouth is compensated for physically getting that call

from the customer calling the BellSouth operator to AT&T, MCI, Sprint, Qwest, Bell Atlantic?

A Well, I'd have to break the compensation down into two parts. The part that we recognize that we would be liable for in that instance would be the operator's time in making the inquiry of the MCI customer, and then the time involved in transferring the call to the other carrier. So that's the part that we would be liable for. The other carrier would presumably be responsible for the operator transfer charge, to the extent that BellSouth has one of those for the transferring of the call to the other operator service provider.

Q Okay. Just so I'm clear. MCI would pay for the time that the operator is on the phone with the customer inquiring as to who their long distance carrier is. Correct?

A Yes.

Q And I was unclear as to who, in your view, should pay the physical cost of connecting the call from the BellSouth operator to the long distance carrier of choice. Is that being paid by MCI or by the long distance carrier?

A The cost of the transfer itself?

Q Yes.

A I would view that as being recovered through the offering -- the operator transfer offering or whatever that BellSouth presumably has in the tariff.

Q Okay. You're referring to the operator transfer service or OTS service?

A Yes.

Q So, in your view, should BellSouth only agree to transfer calls to long distance carriers who subscribe to OTS?

A That would make sense to me.

Q Okay. Is that set forth in MCI's proposed language at all?

A It is not expressly set out in the language at Attachment 9, Section 2.2.2.12.

Q Okay. And just so we can maybe put an example here, if, for example, Sprint does not subscribe to BellSouth's OTS service and a customer calls a BellSouth operator, the BellSouth operator inquires as to the caller's long distance carrier and the caller says Sprint. What is the BellSouth operator supposed to do in that instance?

A Bear with me just a minute.

Q Okay.

A In that instance, I would -- I wouldn't think that the operator would have a choice other than to advise the customer that they couldn't transfer the call and for them to -- for the end user to contact their carrier to find out, you know, how to place the call or how to get the rates.

Q Okay. You're not suggesting that BellSouth provide a phone number for Sprint or anything like that?

A No.

Q Okay. Does MCI purchase operator services from BellSouth?

A MCI long distance?

Q No. We're talking about MCI local, aren't we?

A Well, we're talking about MCI local customers, but -- well, actually, it doesn't really matter, because the answer is I don't know.

Q Okay. Were you involved in the arbitrations last time around, which was 1996 or 1997?

A I was in one state, I believe, only.

Q In BellSouth's region or somewhere else?

A No. In BellSouth's region, I believe I was only involved in one state.

Q Which one was that?

A North Carolina.

Q Do you know what MCI's view was about use of BellSouth's operator services and the extent to which MCI intended to make use of BellSouth's operator services?

A I may have testified on that.

Q Do you remember what you said?

A No.

Q Okay. Going back to the rates that you believe cover the cost of BellSouth's operator, what rates are you referring to specifically?

A It's my understanding that at least some of the rates for operator functions would have been on a work second basis. I know, for example, that's consistent with the way that Bell companies tend to study their operator costs. And so it would be my understanding that there would be a means to assess MCImetro for time incurred in those -- in that discussion with the end user.

Q Okay. Well, I don't know whether you have a -- one of MCI's proposed contracts with a rate sheet attached in front of you.

A What I do have is the attachment that was to my Georgia testimony, and that's exactly what I'm looking at right now.

Q Is that your direct or rebuttal?

A I'm going to have to ask counsel for clarification.

THE WITNESS: Susan, this Attachment 1, Table 1, that you provided to both myself and Mr. Toomey last week, isn't that to my direct testimony in Georgia?

MR. O'ROARK: It is. I have it in front of me.

MS. BERLIN: Do you have it now, Don?

THE WITNESS: Yes.

MS. BERLIN: Okay.

Q (By Mr. Ross) Mr. Price, could you look at the rate sheet that is attached to your testimony and identify for me the particular rate that you believe would apply when BellSouth is performing -- or BellSouth's operators are performing the function we've just discussed?

A Subject to check, I would -- it would have to be one of -- I believe it would have to be one of the following. I believe at Page 13 of 11.

Q I'm there.

A Yeah. It says --

(Laughter)

A It says, "Operator provided call handling per minute," and then there are two variations on that. One is using BST LIDB, and one is using foreign LIDB. I don't see another rate that would be -- that would intuitively suggest to me that it would be a better selection, if you will, than what I just mentioned.

Q (By Mr. Ross) Okay. And just so the record is clear, what is LIDB, L-I-D-B?

A That's the line information database.

Q And what is LIDB used for?

A Well, it's -- it is an operator -- well, let me say it differently. It is a database that contains information that can be used for various things, including whether or not the line -- the end user's line has any particular restrictions. For example, on

whether that line will accept collect calls, for example.

Q In the circumstance that we've been talking about where the MCI customer calls for a rate quote, is there any need for the operator to use LIDB?

A Well, no. And I didn't mean to suggest that that was the case. All I was doing was out of the rates that I was seeing for operator handled calls in the Georgia situation, I didn't see anything that looked like it would be more appropriate.

Q I guess, if I understood your testimony correctly, you've looked at this rate sheet, and these are the only two things that come close to describing the situation that we've been discussing about providing rate quotes. Correct?

A Well, presumably this is a rate that compensates BellSouth for operator time. And as I stated earlier, most of these calculations are built up from an operator work second measurement. So, the fact that this is on a per minute basis, you know, would mean that BellSouth would be charging for each minute that

its operators expend in making that determination. That rate would be charged back to MCImetro for the time spent in the transaction.

Q Do you know how these rates were developed that are attached to your testimony in Georgia?

A I know that those rates were the result of the Commission cost proceeding, but not specifically, no.

Q Would you agree, subject to check, that those rates were developed using the forward-looking least cost methodology that's prescribed for unbundled network elements?

A I would -- when you say that was prescribed, I'm assuming you are saying that was prescribed by the Georgia Commission. And, yes, I would assume that to be the case.

Q Well, let's assume that BellSouth does not have to provide operator services or directory assistance as an unbundled network element. Okay? Just assume with me for purposes of my question.

A All right.

Q Is it your view that even though

BellSouth may not be required to unbundle operator services, that it should only charge a rate that was established for operator services as if it were an unbundled network element?

A I believe you asked me to assume that BellSouth does not have a legal obligation to provide operator services as an unbundled element?

Q Yes.

A And then with that assumption, the question was whether that rate, what, is appropriate? Was that the question?

Q Yes, in a nutshell. Is a UNE rate appropriate for something that's not a UNE?

A Well, in my view, just as a general matter, the -- the rate would be compensatory. In other words, it would be -- it would reasonably compensate BellSouth for the time that its operator expended in the transaction.

Q You believe a UNE or a TELRIC rate covers a company's -- or BellSouth's actual costs for providing a service?

A Well, the whole issue of what does and doesn't constitute an actual cost is a pretty murky area. In my view, I believe that the

rates that we're looking at would be -- would fully compensate BellSouth.

Q And you base that on what?

A On my understanding of costing processes and how costs are developed and how rates are set on those cost studies.

Q Were you involved in any of the cost proceedings in BellSouth's region in which those rates were established for unbundled network elements?

A Perhaps in a very indirect way, but certainly not directly.

Q Okay. But just so I'm clear here, if BellSouth does not, in fact, have to offer operator services as an unbundled network element, do you believe BellSouth should be -- or is entitled to ask for its actual costs for providing a service?

A BellSouth is certainly entitled to ask for, you know, whatever it chooses to ask for. Again, as I stated, it would be my belief that these rates would fully compensate BellSouth for the functions that its operators performed.

Q Well, let me ask it this way. If BellSouth were to say, "Okay, MCI. We're not

required to provide operator services on an unbundled network element basis, but we will provide operator services at a rate of $2 per minute," is it your view that the Commission should establish a different rate for that offering?

A If by different you mean different from the $2 that you used in your question, my answer would be yes.

Q Okay. And I did mean different than the $2 rate. And what standard do you believe the Commission should use in establishing a rate for operator services if BellSouth does not have to provide it on an unbundled basis?

A I guess at the broadest level, I would look to things like the extent to which BellSouth was attempting to use its market power to extract monopoly profits from entities that were seeking to compete in the local market with BellSouth.

Q Well, I guess -- would you agree that one of the reasons that the FCC said that operator services was not an unbundled network element -- or should not be an unbundled network element under specified circumstances is because

so many different carriers offer operator services?

A The fact that other carriers offer operator services was considered by the FCC in its 319 remand decision, yes.

Q Okay. I guess between now and Monday when we have our hearing in North Carolina, are you going to try to ascertain to what extent WorldCom is even purchasing operator services from BellSouth in North Carolina?

A I'm sorry. Are you asking about operator services or the operator transfer service?

Q No. The operator service that we're talking about here under Issue 100. In other words, let me put it this way, Mr. Price. Would you agree that if WorldCom is not purchasing operator services from BellSouth but rather provides MCI customers with MCI's own operator services, this issue is not an issue at all?

A I would agree with that. And it's -- you know, it's my understanding that the question of whether or not we would purchase operator services in large part depends on how we resolve other issues, such as the branding

issue, for example, and the trunking issues that surround how we would get to BellSouth's operators.

Q Okay. But you don't even -- do you even know -- I think you've already said that you don't know to what extent, if any, MCI is making use of BellSouth's operators today. Is that correct?

A I don't recall stating that. I thought the question earlier was whether or not we were subscribing to the operator transfer service.

Q No. I'm sorry. I didn't mean to ask that. Is MCI purchasing operator services from BellSouth for its local customers?

A And I don't know.

Q Okay. And I guess to circle around here, do you think you are going to attempt to determine the answer to that question in North Carolina by the time we get to the hearing on Monday?

A I can certainly do that.

Q Let me just catch up here on my notes for just a minute. With respect to Issue 101, what -- could you briefly describe the dispute here?

A Well, as I just alluded a minute ago, there were some trunking issues that are related to the question of whether or not we can obtain operator services from BellSouth. It is our position that no special trunking arrangements need to be constructed solely for the handling of operator and/or directory assistance traffic, and that the interconnection arrangements that exist today in common transport should be used for the routing of calls on BellSouth's side of the interconnection to the -- to its TOPS tandems.

Q Okay. Have you read Mr. Milner's testimony on this issue?

A Yes.

Q And am I correct in saying that Mr. Milner has said that BellSouth will route WorldCom's operator service directory assistance traffic in a couple of different ways; one requires dedicated trunking, and the other does not?

A I recall mention by Mr. Milner of a situation where there would be common transport at least at a particular part of the network. And I think my concern with that, if I'm

remembering correctly, was that it represented, if you will, sort of a half a loaf. In other words, there still needed to be dedicated transport to some point within BellSouth's network.

Q Well, let's -- the AIN solution that Mr. Milner discusses, he has indicated involves some shared transport. Is that correct?

A That's my recollection.

Q And what is your understanding of the extent to which shared transport is available under that alternative?

A Do you recall whether that's in his -- and I apologize -- whether that's in his direct or his rebuttal?

Q I believe it's in both, to be honest.

A I have his direct right here, if maybe we can -- and this is Georgia again.

Q Yes. I'm pretty confident it's in his direct testimony.

A Okay. I'm at Page 43 of Mr. Milner's testimony where he states that using the AIN method of customized routing shared truck groups may be used between the BellSouth end office switch and the AIN hub location.

Q Okay. And is your concern that the -- from the AIN hub location to MCI's operator services platform would not be shared transport?

A I believe that was the situation that I alluded to earlier when I said my recollection was that there was some point where the shared transport might not cover the entirety of the call path, if you will.

Q Now, when we talk about shared transport, of course, we're talking about multiple carriers' traffic being carried on a particular trunk group. Correct?

A Yes.

Q In the situation that we're discussing where you have a shared transport from the BellSouth end office to the AIN hub switch, the traffic that's going from the AIN hub switch to the MCI operator services platform, isn't that just going to be MCI traffic?

A Yes. That makes sense.

Q So why would you need shared transport between the AIN hub switch and the MCI platform?

A No, you would not. And again, I -- I was -- my earlier comment was based on a previous reading of Mr. Milner's testimony, and

I hadn't focused on that yet this morning.

Q Okay. Is this an issue that the parties probably ought to discuss, maybe, in greater detail?

A That would be fine with me.

Q Okay. Maybe we can do that in North Carolina. Let's talk about Issue 102. I guess the reason I say that is because it sounds like, from what you said, that BellSouth's AIN solution will really give MCI what it's looking for.

A And that sounds reasonable to me, putting aside such questions as, for example, the cost of the AIN solution --

Q Sure.

A -- but, yes.

Q Okay. Let's talk briefly about Issue 102. If you could, just tell me what you understand that dispute to be about.

MR. O'ROARK: Mr. Rose, excuse me one minute. This is De O'Roark. I am going to take my leave at this point and let the rest of you handle it from here on out.

MR. ROSS: Fair enough.

MR. O'ROARK: Okay. Thank you.

MR. ROSS: See you.

Q (By Mr. Ross) We're on Issue 102, Mr. Price.

A Yes. Thank you. My understanding of this issue is that there are -- and I'm going to use the language that is in dispute. There are network routeable access codes that can be used to reach a BellSouth TOPS tandem. And what we have proposed, as I understand it, would give our operators the ability to use those codes to reach the TOPS tandem to get to an inward operator position, if you will. And as I understand BellSouth's position, there is some concern that our suggestion involves something to do with BellSouth's end office switches, which we believe to be a misunderstanding or whatever between the parties.

Q All right. Well, where are the local interconnection trunk groups that you propose to use in the language that you were just referring to?

A Where are the interconnection trunks?

Q Yeah. I guess -- well, let me -- that was a poor question. I apologize. The language in dispute says MCIm may use the local

interconnection trunk groups using the network routeable access codes BellSouth establishes in the LERG. And that's L-E-R-G. Correct?

A Yes.

Q Now, where are the local interconnection trunk groups that MCI is proposing to use to route this traffic?

A The trunking arrangement and the interconnection arrangement, of course, is going to differ depending on, you know, which particular market we are talking about. But it would be my understanding that these codes that we're talking about are codes that, again, are network routeable. In other words, they can be interpreted by switches so that traffic gets routed to the appropriate TOPS tandem. And so traffic coming to BellSouth over the interconnection, in whichever area we're talking about, should be able to route that traffic, unless the translation tables are incomplete.

Q Have you read Mr. Milner's rebuttal testimony on this issue, Mr. Price?

A Yes. It's been a few days.

Q Okay. Well, I guess the confusion that you alluded to earlier is Mr. Milner describes

the fact that these codes are not used in the end office switches. Do you have any reason to dispute Mr. Milner on that point?

A No.

Q All right. So how is it that if we're talking about a call that is in an end office that never goes to a tandem switch -- how is it that that is going to be routed to the TOPS platform using the local interconnection trunk groups?

A It would be my understanding that the call would never hit a BellSouth end office because it would be coming from an MCI operator. And our -- you know, our operator platforms would not be behind, if you will, a BellSouth end office switch.

Q Okay. So these are inward operator services that are -- in other words, calls going from BellSouth customers -- or MCI customers to MCI's operator services platform?

A Yes. A call would come in to an MCI operator center from wherever, and then the question is if BellSouth needed to reach -- I'm sorry. Let me say that again. The call comes in to an MCI operator center. And then to the

extent that the caller needs to reach -- and the MCI operator needs to reach a BellSouth operator, the question is the trunking arrangement that would need to be utilized to get the call from our operator center to the BellSouth TOPS tandem. So there's no end office involved there. It would simply be a call that is using the -- these network addressable numbers that the -- that our operator would have access to from the LERG and how that call would be routed on BellSouth's side of the interconnection.

Q Okay. Do you envision any circumstance -- let me ask it this way. Is there any situation in which MCI has a switch that is directly connected to a BellSouth end office?

A Yes. But that doesn't have anything to do with the issue here.

Q Okay. So, even though the Bell -- I'm sorry. Even though the MCI switch is directly connected to an end office, your view is the operator platform that may be behind that switch can have traffic routed somewhere other than through the MCI switch?

A Yes. Yeah, this is -- we're talking

about a separate point on the network -- on our network than our end office. Just like, you know, for your operator centers, we're talking about a separate point on your network, the TOPS tandem.

Q Okay. And we're talking about trunks between your platform and the BellSouth TOPS platform?

A Or more specifically, we're talking about trunks on your side of the interconnection back into your network. Our proposal would be that we would use the -- bear with me for just a second -- the local interconnection trunk groups through your, you know, tandem or whatever, to get to your TOPS.

Q Okay. I'm thoroughly confused. Let's say the point of interconnection is at the tandem in -- let's just take Raleigh. Explain again to me the trunking arrangement that you envision under your proposal by which operator calls would be routed from MCI's operator platform to BellSouth's operator platform.

A As I understand it in the situation you've described, we would get -- we would activate, if you will, a tandem interconnection,

pass that call using the -- and I'm going to say numbers here. There is some network addressable identifier that is associated with your TOPS tandem in the Raleigh area that would allow us to pass that call to you over the tandem interconnection, whereby your tandem you would then route that to the appropriate TOPS position.

Q Okay. Assume with me that BellSouth does not route -- or has no trunk groups from its tandem to the TOPS platform, and, in fact, has direct dedicated trunks from its end offices to the TOPS platform. What is MCI's proposal in that scenario?

A As I understand it -- I mean, there's nothing preventing, you know, BellSouth from creating a tandem trunk group that could be used by all carriers this way as opposed to requiring all carriers to have dedicated transport all the way to your TOPS tandem.

Q Well, but for purposes of inward operator services, is it your view that if BellSouth does not have, in fact, trunk groups from its tandem to the TOPS platform, that it's got to put those trunk groups in place for MCI?

A Well, and I apologize for maybe seeming flippant on this, but, I mean, that's -- if you flip that around, that's exactly what BellSouth's language is seeking to impose on MCI, that we create dedicated trunk groups for what I think we both agree would be a very small amount of traffic. And that's simply not economic, in our view.

Q Well, I'm confused here. What -- where is it that BellSouth is asking MCI to propose to build dedicated trunk groups?

A By refusing to accept language that says that we can use the existing local interconnection trunk groups.

Q I see. Okay. So your view is that by refusing to agree to language that obligates BellSouth to build trunk groups, that that means that MCI has got to build the trunk groups?

A Well, in my view, the language that we're proposing doesn't -- well, I started to say it doesn't require BellSouth to create anything, but I guess, given your earlier discussion, if we are to assume that BellSouth has no way to get from its tandem to its TOPS

tandem, then I guess in that example there would be -- there would have to be a creation of a new trunk group. I don't know that that requires any construction whatsoever, but there would be the need to designate another trunk group between BellSouth's tandem and its TOPS tandem.

Q And that really is a different issue than what we've been talking about under Issue 102, which is whether you can use existing trunk groups to route this inward operator services through these access codes. Correct?

A I'm sorry. I'm not sure I followed the question.

Q Well, let's assume -- going back to the hypothetical we started with, which is that BellSouth does not have any trunk groups connecting its access -- I'm sorry -- connecting its tandem to the TOPS platform. Okay?

A Understood.

Q And, in fact, that there are direct trunk groups from the end offices to the TOPS platform. If that hypothetical is in fact true, MCI really isn't asking -- or is MCI asking that it be permitted to use these local interconnection trunk groups that go to the end

office to the TOPS platform?

A I'm going to have to ask a clarification, because I thought in your hypothetical you were talking about BellSouth's trunking between its end offices and its TOPS tandem.

Q Yes.

A And those do not, in my view, constitute local interconnection trunks. Those are trunks that are wholly within BellSouth's network, designed by BellSouth, in the way BellSouth chooses to route traffic within its network.

Q But you would view trunks from the tandem to the TOPS platform as being interconnection trunks?

A There -- in my mind, when I start talking about interconnection, I always try to distinguish between the physical interconnection, which is a fiber ring, for example, or a point in a collocation or a mid -- a mid-point meet on a fiber, and distinguish that physical arrangement from the trunking that is then configured, if you will, over that physical facility.

And so, in my mind, when we say the local interconnection trunks, what I would be talking about would be getting it to that interconnection on our side of the network, and as we described previously, probably over a tandem trunk group.

How BellSouth chooses to configure its network and whether or not it deems it necessary or appropriate to have a trunk between its tandem and its TOPS tandem -- or TOPS platform, whatever -- I don't really view that as local interconnection trunks, I guess.

Q Okay. Let me just see if I can clarify just a bit. If BellSouth in fact had trunks from it's access tandem to the TOPS platform, in your view, those trunks would be so-called local interconnection trunk groups. Is that correct?

A I'm sorry. Between what points?

Q Between BellSouth's access tandem and the TOPS platform, if in fact those trunks exist. Would you consider those to be local interconnection trunk groups?

A They could be, yes.

Q What else would you believe, in your view, constitutes a local interconnection trunk

group?

A Well, again, the -- what I was trying to describe a minute ago was the local interconnection trunk groups in the aggregate would be those trunks that are configured over the interconnection between the two companies for that local area. They could be, and likely are, in most instances, a combination of tandem and direct end office trunks that are set up over that physical interconnection.

Q Okay. Let's assume that MCI is interconnected with BellSouth at the access tandem in Raleigh. Would you agree or would you state that if BellSouth had trunk groups from that access tandem to the TOPS platform, that those could be local interconnection trunk groups?

A And the reason I said earlier they could be is because there could be a circumstance where BellSouth would use those for purposes of interconnection with other carriers, or it could have established those connections simply as the means of getting traffic from certain end offices to the TOPS tandem.

Q Okay.

A In which case -- in the latter case, those wouldn't be local interconnection trunks. They would simply be a part of BellSouth's trunking within its network.

Q Now, let's assume that MCI has interconnected with BellSouth directly at an end office, and BellSouth has trunks from its end offices to the TOPS platform. In that scenario, are the trunks from the end office to the TOPS platform local interconnection trunk groups?

A I wouldn't view them as such, no.

Q Okay. So, for purposes of this issue, Issue 102, the only local interconnection trunk groups that MCI is talking about are local trunk groups that are connecting the access tandem to the TOPS platform?

A I think generally the answer is yes. I don't know that there could be no other configuration, but we are certainly not talking about end office interconnections. We're talking about something other than that. So presumably the tandem would be the only other thing.

Q Okay. Let's turn quickly to -- I know -- I don't want to keep you much longer --

Issue 103. If you could, just briefly explain what the issue in dispute here is.

A The issue in dispute here involves a situation where the MCImetro subscriber inadvertently dials zero, when in reality they wanted directory assistance. And the question is whether the BellSouth operator in that instance should connect the end user to the MCI directory assistance platform, if we're providing that -- if we provide a DA service.

Q To your knowledge, is this -- does this happen with great occurrence?

A I would think not.

Q Okay. And this is language that is proposed by MCI?

A Yes. I'm sorry. Let me -- yes, it is. It's Attachment 9, Paragraph 2.7.2.

Q To your knowledge, does BellSouth's operator services platform have the capability to connect to, let's say, MCI's directory assistance platform?

A I apologize. This is 103?

Q It is.

A And I'm sorry, was your question whether, in fact, BellSouth has that capability?

Q Yes.

A I do not know for a fact whether that capability exists or if it perhaps exists in some circumstances and not in others.

Q If the capability does not exist for BellSouth to connect calls from its operator services platform to MCI's directory assistance platform, does that change your view as to how this issue ought to be resolved?

A I would look at it sort of from the standpoint of technical feasability. I mean, if by saying BellSouth doesn't have the capability that simply means that it's not set up here and now, but it's something that could be done rather easily, then from that standpoint, I would think that it would not change our position on the issue.

Q If BellSouth were to have to put in the capability, how is BellSouth compensated for that? Or let me -- should BellSouth be compensated for that?

A There's a bit of a gray area in my mind -- actually, in my mind, there's a lot of gray areas.

(Laughter)

A There's a bit of a gray area with respect to circumstances where BellSouth should be, quote, held harmless, if you will, from the advent of competition. Again, I have to fall back on what I said earlier. It kind of depends on the question of really what's involved and whether or not we're talking about a significant reconfiguration of BellSouth's network in order to accomplish this or simply establishing the appropriate connection at the tandem or something.

Q (By Mr. Ross) Well, let me put it this way. Whether it costs $100 or $1 million, would you agree that there's nothing in this contract by which MCI is agreeing to pay for the cost that BellSouth incurs?

A I will answer by saying I'm not aware of any language in the contract that would require MCI to make payment under that -- under either circumstance.

Q And whether it costs $100 or $1 million, MCI is asking that BellSouth incur this cost to anticipate the possibility that an MCI customer might make a dialing mistake. Is that correct?

A That's, I guess, one way to put it.
Q Okay. I'm going to skip a few issues just because I had think they're more legal in nature. I'm not sure there are any facts I really need to discover. And flip to Issue 109.
A All right.
Q Which deals with really two issues; MCI's WorldCom's opt-in rights, if you will, and providing WorldCom with copies of interconnection agreements.
A All right.
Q As far as the -- well, let me ask it this way. Would you agree that MCI's position on this issue has evolved over time?
A I'd say that's probably a fair statement.
Q That, in fact, when the petitions were originally filed, MCI's position was that BellSouth should be required to provide physical copies of the actual interconnection agreements that are filed with the state commissions. Correct?
A I believe that's correct, yes.
Q And now MCI WorldCom has moved off of that position and now has said that BellSouth

should post interconnection agreements on the Web. Is that correct?

A Yes.

Q Is it your view that BellSouth should post interconnection agreements on the Web when they've been filed or when they've been approved by a state commission?

A I believe the way that we put that was within a certain period after filing with the Commission.

Q So I take it you want BellSouth to post every interconnection agreement that's filed?

A I wouldn't think that there would be much reason to dispute that -- let me start over again. I don't think there would be any reason to get too concerned about the issue if BellSouth were to agree to post them within a certain period after approval.

Q Okay. To your knowledge, are state commissions in BellSouth's region posting approved interconnection agreements on the Commission's Web site?

A I don't know.

Q If a state commission were to post approved interconnection agreements on its own

Web site, can you think of a reason why BellSouth should incur the time and expense of doing the same thing?

A In the situation you described, I don't -- I don't know why -- I mean, BellSouth may have its own reasons for wanting to do so, but I can't sit here and tell you why BellSouth might want to do that.

Q Or why BellSouth should be required to do so?

A In that situation, no.

Q Who at MCI WorldCom is charged with the responsibility of -- or will be charged with the responsibility of reviewing all of the interconnection agreements that BellSouth would be posting on its Web site if MCI prevails on this issue?

A Well, as I understand it, the team that would be responsible for that would be the team that reports to Mr. Martinez.

Q And how many people does he have on his team?

A I don't know the answer to that.

Q Okay. Do you have any earthly idea how many interconnection agreements BellSouth has

approved in its region?

A No earthly idea. That's -- I do not.

Q Let's assume that it's over 1,000 interconnection agreements today. Is it your belief that MCI is actually going to have its employees read through 1,000 interconnection agreements to see the terms and conditions that are in those agreements?

A Well, when you say read through, I mean, I guess you could interpret that phrase in a couple of different ways. I would think that our folks would want to compare, in some way, the interconnection agreements to ascertain when, you know, for example, new provisions or whatever -- new terms and conditions appeared.

Q How is it that MCI's employees are going to be able to do that without reading through each of the interconnection agreements?

A Well, that's why I said -- you know, I don't know that that necessarily requires a word-for-word reading, but there would be some analysis that would be -- that would need to take place.

Q Does MCI have any guidelines that it has adopted in contemplation of BellSouth

putting all these agreements on the Web for its employees in their review of these 1,000 plus interconnection agreements?

A I have no knowledge of any guidelines, no.

Q Now, the other part of this issue deals with the opt-in and when the opt-in is triggered. MCI originally proposed that a more favorable term and condition would be deemed to be accepted by MCI WorldCom the date it was originally offered to another carrier. Is that correct?

A I apologize. Could you ask me that again?

Q Yes. When originally this issue was in dispute, MCI's position was that a more favorable term and condition that is in another carrier's existing interconnection agreement was deemed to be accepted by MCI WorldCom the date it was offered to the other carrier.

A Actually, I don't have knowledge of where our position was originally.

Q Okay. What is MCI's position now as to when a more favorable term and condition should be effective for MCI WorldCom?

A As I understand it, the effective date should be when we elect to adopt the terms and conditions.

Q And when you elect to adopt means when you notify BellSouth that you want to adopt?

A That would be my understanding, yes.

Q So let's assume that September 1, MCI notifies BellSouth that it wants to adopt a particular rate in an interconnection agreement, but MCI doesn't get around to actually signing the amendment until January 1. It's your view that that rate should apply from September 1 on?

A I believe that's -- yes, I believe that's our position.

Q Okay. What happens in the circumstance when -- if, in fact, the Commission were to not approve the amendment? In other words, it's -- you notify BellSouth on September 1 that you want a particular rate, the parties sign an amendment on January 1, and on March 1, the Commission disapproves the amendment. What happens in that circumstance?

A Well, since, in your example, you were seeming to focus on the issue of the rate involved, I guess that would depend on whether

or not service was actually taken or whatever at that rate during the time frame that you're asking about.

Q Let's assume that it was.

A And if it was, then I presume that there would be a financial true-up, I guess, for lack of a better phrase, as to the difference between that rate and whatever the other rate was then in effect.

Q Okay. Issue 110, Mr. Price -- and I'm almost done -- deals with the question of what steps BellSouth must take to protect MCI WorldCom's confidential information.

A Yes.

Q And there are really two aspects of this dispute. The first aspect is that MCI wants BellSouth to agree to take all actions necessary to ensure that its retail operations do not obtain MCI's confidential information, whereas BellSouth says it should only be limited to reasonable measures. Correct?

A That's my understanding of the dispute.

Q And the other aspect of the dispute is that in the event BellSouth's retail operations or any independent contractor obtains MCI's

confidential information, there's a rebuttable presumption that BellSouth has violated the terms of the agreement. Correct?

A Generally, that's my understanding.

Q Okay. What, in your view, is the difference between take all actions necessary to protect MCI WorldCom's confidential information and taking all reasonable measures to protect MCI's confidential information?

A I guess my understanding of the difference would be the extent of the steps, if you will, that BellSouth would take to ensure that its employees understood the very grave situation that we're talking about here, and how abuse of information that came into the hands of a particular employee was -- could be treated if that information were to be misused.

Q Okay. And BellSouth is willing to agree to take all reasonable measures, and MCI wants BellSouth to agree to take all measures. Correct?

A Yes.

Q Let me give you a hypothetical and see what -- see if we can maybe narrow this just a bit. Let's assume that something BellSouth

could do would be to every day administer a polygraph to every one of its employees to ensure that they are not passing MCI WorldCom's information to the retail operations. Okay?

A All right.

Q That is a measure that could be taken. Under your language, would BellSouth be obligated to take that measure?

A No, I don't think so.

Q Okay. And why not?

A Well, to go back to my previous answer, I think -- I don't see that as a necessary step. I mean, there are things short of that that BellSouth could do that would make very clear to its employees the grave repercussions that could occur if the information in the employee's possession were misused.

Q What are the necessary steps that you think BellSouth should take?

A Well, just sitting here this morning and thinking about it, I would think that there would be, you know, explicit provisions in the code of conduct, for example, that each employee would have to, you know, sign periodically to make sure that they understood their

obligations. I would think that there could be -- well, would need to be administrative rules that, you know, were established within the company to make sure that information of a confidential nature pertaining to the CLECs with whom BellSouth does business is properly maintained and protected and shielded, if you will, from inadvertent disclosure, for example. I mean, I have not given a great deal of thought to what all BellSouth should do, but those are just a few things that come to mind.

Q Well, sitting as you are today, can you think of anything else that comes to mind that MCI would want BellSouth to do in protecting MCI's confidential information?

A Well, I mean, one thing that would come to mind would be -- and I don't know if this falls into what I stated a minute ago with respect to the code of conduct, but making very clear that abuse of language that was in an employee's possession would be, you know, penalized, at a minimum, by immediate firing and loss of benefits and potential, you know, other sanctions.

Q Okay. Anything else?

A Not that come immediately to mind.

Q Okay. So, if BellSouth were to agree to have all of its employees sign a code of conduct making clear that confidential information of MCI would not be disclosed -- if BellSouth were to agree to have a policy and rules spelling out exactly how information is to be used and how it's not to be used, and if it were to agree that any employee who violated this policy would be subject to immediate discipline, up including discharge, this issue could be resolved -- or at least this aspect of the issue could be resolved?

A Well, again, not being on the negotiating team, I have no idea what the parties may have discussed in the past and whether or not they've already broached everything that we've talked about here this morning and then some, so I'm somewhat hesitant to make that commitment. But it would seem as if a strong statement by BellSouth would certainly be helpful in resolving this.

Q Okay. Have you talked to any of the individuals who are negotiating the interconnection agreement to find out what

specifically MCI WorldCom wants BellSouth to do to protect MCI WorldCom's confidential information that BellSouth purportedly is not willing to do?

A No, I have not.

Q Let's finish up with Issue 111, Mr. Price, which although is couched as procedures for auditing of billing records, would you agree that there's a little more to it than that?

A Yes.

Q Have you read from Mr. Scollard's direct testimony on this issue in Georgia?

A Yes.

Q And is it fair to say that Mr. Scollard identifies not only the audit question, but three other related issues that are in dispute between the parties?

A I'll accept that subject to check. I don't have his testimony open in front of me here.

Q Okay. And one of the questions is how frequently the PLU and PIU factors should be reported by the parties. Is that correct?

A Yes.

Q And MCI's view is it ought to be reported monthly, and BellSouth's view is that it should be reported quarterly. Is that correct?

A Yes.

Q Do you know, in the access world, how often the PIU is reported by interexchange carriers?

A In the access world, it is my understanding that it is quarterly.

Q Why is it that a different reporting frequency should be used in the local world?

A Well, especially in -- well, the situation that the industry is in -- and I use that in the broadest sense -- is that local competition is still in its early stages, and so there is a potential for traffic mix to change, if you will, rather rapidly in those early stages as opposed to in the interconnection -- I'm sorry -- in the interexchange carrier world where the situation is relatively stabilized and the carriers I think probably don't have a huge swing between intrastate and interstate with respect to their traffic mix on a month-to-month basis.

Q Do you know whether there's a huge swing on a month-to-month basis in the local world?

A I don't know that for a fact. I, again, postulate the possibility that that's the case given the fact that -- I mean, a given CLEC's traffic mix can change dramatically if just one large customer with a different mix of traffic comes on the network.

Q Well, but I guess if we're talking about BellSouth's traffic, BellSouth's traffic probably doesn't vary much from month to month, does it?

A No.

Q Is there something wrong with MCI reporting a monthly factor if it elects, but BellSouth only reporting a quarterly factor?

A I don't -- I mean, I stated a minute ago that it wouldn't seem that BellSouth's mix would be as likely to change by virtue of the fact that it still has the overwhelming majority of customers, so I can't think of a reason to oppose that. And by that, I mean what you suggested with a quarterly factor by BellSouth and a more frequent factor from MCImetro.

Q Okay. The other issue that Mr. Scollard points out is whether or not transit traffic should be included in developing the percent local usage or PLU factor?

A Yes.

Q And it's MCI's proposal that transit traffic be included. Is that correct?

A Yes.

Q And again, I think we've discussed this, but for ease of reference, transit traffic would be traffic coming from an independent customer to an MCI customer through BellSouth?

A Or from another CLEC, yes.

Q Okay. And, of course, it's also MCI's position that BellSouth should pay reciprocal compensation for transit traffic to MCI. Is that correct?

A When the call originates on the third party's network and terminates to MCImetro, yes.

Q And under MCI's proposal, BellSouth should then turn around and collect the amount paid for reciprocal compensation from the actual originating carrier. Correct?

A Yes. And as I've stated, that's in keeping with BellSouth's proposal in at least

one instance, which is the CMRS provider.

Q Okay. If the Commission -- if one of the commissions decides that reciprocal compensation should not be paid by BellSouth for transit traffic, would you agree that transit traffic should not be included in the development of the percent local usage?

A Actually, I need to think about that a little bit more. I mean, it's -- by saying that BellSouth isn't obligated to pay reciprocal compensation, that does not necessarily mean that the traffic is not local. It has a billing implication, but it doesn't have, if you will, a jurisdictional implication in my mind.

Q Well -- but how is it that the PLU is applied in the billing world?

A Well, this gets back to the issue we talked about earlier, which is the appropriate way to actually determine which calls compensation is due on. As we talked about, with respect to Issue -- I'm backing up. Bear with me -- Issue 53, I mean, we've got a difference of opinion about the way in which the PLU factor should be used or whether it should be used to determine compensation owed.

Q Okay. Let me see if I might ask you to explain how this works, though. When you give a PLU of let's say 99 percent, how does that apply or how is that used in determining reciprocal compensation to be paid, if at all?

A Well, for the traffic that is being subject to that factor, the 99 percent in your example would determine the proportion of that traffic on which reciprocal compensation would be owed.

Q So, in other words, if you've got one million minutes at issue and you're reporting a PLU of 99 percent, 990,000 minutes would be subject to reciprocal compensation, subject to rounding?

A Yes, I believe -- I was trying to do the math in my head. I believe that's right.

Q That's why I went into law, because I wasn't very good at math.

In fact, in calculating the percent local usage, 99 percent or something else, you want to include transit traffic in that calculation. Correct?

A Yes. And again, in keeping with our other recommendations around these issues.

Q Yes. And I guess what I'm saying is I understood what you've said, the PLU is directly used in the calculation of the amount of traffic to which reciprocal compensation is to be paid. Correct?

A It can be. Again, the other means of determining compensation would be based on the actual ANI as we discussed earlier.

Q Right. But assuming we're using a PLU, it would determine the amount of traffic to which reciprocal compensation would be paid. Correct?

A Yes.

Q And I guess I'm going back to my original question where I started. Assume that the Commission determines that BellSouth should not be obligated to pay reciprocal compensation for transit traffic. Do you still believe that transit traffic ought to be included in calculating the PLU?

A And given our discussion just now, no.

Q Okay. In your rebuttal testimony on Page 77 in Georgia, on Line 26, you use, as an example of transit traffic, ISP bound traffic or Internet traffic. Is that correct?

A That's -- yes, that's what it states on Line 26.

Q Is ISP bound traffic a good example of transit traffic as we've been talking about?

A Not as we've been talking about it, no.

MR. ROSS: Okay. Mr. Price, you'll be happy to know I believe that's all I have, at least until Monday or Tuesday.

THE WITNESS: All right, sir.

MR. ROSS: I do appreciate your cooperation. Again, thank you for accommodating my and everyone else's schedule.

THE WITNESS: Well, thank you for letting us do this last part via the telephone.

MR. ROSS: It's the least I could do. Why don't we go ahead and go off the record, and I'll give the court reporter the address where the transcript needs to go.

(Discussion off the record)

A I was able to go back to my notes, and subject to further investigation, what I have in front of me is not the full extent of the rate centers that we serve in the Raleigh LATA, but it at least identifies certain of those. And what I have proposed to do is to provide this

information and then supplement as soon as possible as I go back and try to dig a little bit further.

Q (By Mr. Ross) That's fine. And actually, Mr. Price, if you can just have that information by Monday all in one sitting, I think that would be ideal.

A Okay.

Q And I guess just so we're clear here, what I'm looking for are the actual wire centers in which MCI WorldCom has customers to whom it is actually providing local service.

A All right. And I believe that's the information that I have in front of me.

Q Okay. Good. I just wanted to be clear.

A Okay. And this is without regard, I believe, to whether these are BellSouth or other telephone companies, because obviously in the Raleigh LATA we've got --

Q A mix.

A Yeah, Sprint as well as GTE.

Q Yeah. As long as you have identified the wire centers, we know, obviously, which wire centers our tandems serve.

A Okay. Well, with all of that said, the information that I have about where our customers are would include the following wire center areas.

Q Okay.

A Cary, Research Triangle Park, Chapel Hill, Durham, Fuquay, Nightdale, Raleigh, and Wake Forest.

Q Okay. Actually, can you give those to me again just to make sure I have them all?

A Cary.

Q Okay.

A Research Triangle Park, Chapel Hill, Durham, Fuquay, Nightdale.

Q Nightdale?

A Yes.

Q Okay.

A I believe that's all one word. Raleigh and Wake Forest.

Q I appreciate it. Thank you very much.

A Yes, sir.

MR. ROSS: We'll see you Monday. Thank you all.

(Deposition concluded at 12:04 p.m.)

CHANGES AND SIGNATURE

PAGE	LINE	CHANGE	REASON

I, DON PRICE, have read the foregoing deposition and hereby affix my signature that same is true and correct, except as noted above.

_____
DON PRICE

THE STATE OF TEXAS)
COUNTY OF TRAVIS)

Before me, _____, on this day personally appeared DON PRICE, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that they executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this ____ day of _____, _____.

_____
NOTARY PUBLIC IN AND
THE STATE OF _____

BEFORE THE
GEORGIA PUBLIC SERVICE COMMISSION

IN RE: PETITION OF MCIMETRO ACCESS TRANSMISSION SERVICES, LLC AND MCI WORLDCOM COMMUNICATIONS, INC. FOR ARBITRATION OF CERTAIN TERMS AND CONDITIONS OF PROPOSED AGREEMENT WITH BELLSOUTH TELECOMMUNICATIONS, INC. CONCERNING INTERCONNECTION AND RESALE UNDER THE TELECOMMUNICATIONS ACT OF 1996	)	DOCKET NO. 11901-U

REPORTER'S CERTIFICATION
DEPOSITION OF DON PRICE
AUGUST 25, 2000

I, Steven G. Stogel, Certified Shorthand Reporter in and for the State of Texas, hereby certify to the following:

That the witness, DON PRICE, was duly sworn by the officer and that the transcript of the oral deposition is a true record of the testimony given by the witness;

That the deposition transcript was submitted on August 28, 2000, to the witness or to the attorney for the witness for examination and signature;

That pursuant to information given to the deposition officer at the time said testimony was taken, the following includes counsel for

all parties of record:

Mr. Dulaney O'Roark, Attorney for MCI WorldCom
Mr. Bennett Ross, Attorney for BellSouth Telecommunications

I further certify that I am neither counsel for, related to, nor employed by any of the parties or attorneys in the action in which this proceeding was taken, and further that I am not financially or otherwise interested in the outcome of the action.

Further certification requirements pursuant to Rule 203 of TRCP will be certified to after they have occurred.

Certified to by me this 26th day of August 2000.

STEVEN STOGEL
Certified Shorthand Reporter
CSR No. 6174 - Expires 12/31/00
Kennedy Reporting Service, Inc.
800 Brazos, Suite 340
Austin, Texas 78701

FURTHER CERTIFICATION UNDER RULE 203 TRCP

The original deposition was/was not returned to the deposition officer on _____;

If returned, the attached Changes and Signature Page contains any changes and the reasons therefor;

If returned, the original deposition was delivered to Bennett Ross, Custodial Attorney;

That $_____ is the deposition officer's charges to the BellSouth Telecommunications for preparing the original deposition transcript and any copies of exhibits;

That the deposition was delivered in accordance with Rule 203.3, and that a copy of this certificate was served on all parties shown herein on _____ and filed with the Clerk.

Certified to by me this _____ day of _____ 2000.



STEVEN STOGEL
Certified Shorthand Reporter
CSR No. 6174 - Expires 12/31/00
Kennedy Reporting Service, Inc.
800 Brazos, Suite 340
Austin, Texas 78701

FLORIDA PUBLIC SERVICE COMMISSION
DOCKET
NO. 000649-PU EXHIBIT NO. 10
COMPANY/
WITNESS: FPSC Staff
DATE: 10-4-00

Exhibit A

BELLSOUTH

BellSouth Interconnection Services
34S91 BellSouth Center
675 West Peachtree Street, N.E.
Atlanta, Georgia 30375

December 7, 1999

Mr. Bryan Green
Senior Manager
MCIWorldCom
2 Northwinds Center
2520 Northwinds Parkway
Alpharetta, GA 3200004

Dear Bryan:

This letter is intended to memorialize our understanding between MCIWorldCom and BellSouth Telecommunications, Inc. ("BellSouth") regarding the statutory schedules for seeking arbitration of disputed matters that may arise from the negotiations of new Interconnection Agreements for the states of Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina, and Tennessee.

On September 8, 1999, the parties began negotiating a follow-on BellSouth/ MCImetro Interconnection Agreement for the state of Georgia. BellSouth understands this Interconnection Agreement will be used as the basis for agreements in the remaining eight (8) BellSouth states. This will ensure some consistency between the various state specific agreements. Also, my records indicate the parties have agreed that September 8, 1999 was the start date for the replacement Interconnection Agreement between BellSouth and WorldCom Technologies, Inc. for Georgia.

The following table sets forth the dates for the beginning of negotiations, and the opening and closing of the arbitration window for not only the remaining eight (8) states but also Georgia:

State	Start Date for Renegotiations	Arbitration Window Opens	Arbitration Window Closes	Expiration Date of Existing Agreement
Alabama	8/7/2000	12/19/2000	1/13/2001	2/2/2001
Florida	12/22/1999	5/4/2000	5/29/2000	6/18/2000
Georgia	9/9/1999	1/21/2000	2/15/2000	3/6/2000
Kentucky	2/24/2000	7/7/2000	8/1/2000	8/21/2000
Louisiana	5/28/2000	10/9/2000	11/3/2000	11/23/2000
Mississippi	3/28/2000	8/9/2000	9/3/2000	9/23/2000
N. Carolina	11/1/1999	3/14/2000	4/8/2000	4/28/2000

State	Start Date for Renegotiations	Arbitration Window Opens	Arbitration Window Closes	Expiration Date of Existing Agreement
S. Carolina	3/22/2000	8/3/2000	8/28/2000	9/17/2000
Tennessee	11/9/1999	3/22/2000	4/16/2000	5/6/2000

In addition to the follow-on BellSouth/MCImetro Interconnection Agreements, the BellSouth/WorldCom Technologies Agreements for Florida and Georgia, and BellSouth/Brooks Fiber, Inc Agreements for Mississippi and Tennessee will use the above dates for negotiation purposes.

If MCIWorldCom finds the above acceptable, please sign both documents and return one copy to me for my files.

Sincerely,

Pat Finlen
Manager – Interconnection Services

Concurred by MCI WorldCom

By: _____

Title: Sr. Manager - Carrier Agreements

Date: 12/17/99

Cc: Parkey Jordan, Esq.

FLORIDA PUBLIC SERVICE COMMISSION
DOCKET NO. 000649-TP EXHIBIT NO. 11
COMPANY/ WITNESS: FPSC Staff
DATE: 10-4-00

FLORIDA EXHIBIT B

MCI WORLDCOM'S MATRIX OF UNRESOLVED ISSUES WITH BELLSOUTH

	Issue	MCI WorldCom Position	BellSouth Position
1.	Should BellSouth be allowed to impose a manual ordering charge when it fails to provide an electronic interface? (Attachment 1, Section 2.9.)	No. When BellSouth fails to provide an electronic interface, it should not be able to impose a manual ordering charge.	Yes. BellSouth can impose manual ordering charges regardless of whether an electronic interface is available.
2.	What prices should be included in the Interconnection Agreements? (Attachment 1, Appendix 1.)	The FPSC should establish the UNE rates proposed by MCIW in Attachment 1 on an interim basis subject to true-up. Once the FPSC establishes permanent rates for UNEs, those rates should be added to the Interconnection Agreements.	Interim rates should be those proposed by BellSouth.
3.	Should the resale discount apply to all telecommunication services BellSouth offers to end users, regardless of the tariff in which the service is contained? (Attachment 2, Section 1.1.1.)	Yes. Offering a retail service under a tariff other than the private line or GSST tariffs does not preclude it from the wholesale discount.	No. Only private line and GSST tariff services are available for discount, consistent with the Act.
4.	Should BellSouth have the right to determine unilaterally the demarcation points for access to UNEs? (Attachment 3, Section 2.2; 2.5, 4.6.2.5; Part B, Section 52)	No. MCIW should have the right to designate any technically feasible point for access to UNEs.	Yes. MCIW should be able to obtain access to UNEs only at demarcation points established by BellSouth.
5.	Should BellSouth be required to provide OS/DA as a UNE? (Attachment 3, Section 2.8)	Yes. BellSouth must provide OS/DA as a UNE until it complies with the FCC's UNE Remand Order. Because BellSouth has not yet complied with the order, it must provide OS/DA as a UNE.	No. BellSouth contends that because it offers selective routing, whether or not effective, it is not required to provide OS/DA as a UNE.
6.	Should BellSouth be directed to perform, upon request, the functions necessary to combine unbundled network	Yes. BellSouth should be directed to perform, upon request, the functions necessary to combine unbundled network elements	No. Only those elements that already have been combined in BellSouth's network must be provided to ALECs in combined form.

MCI WORLDCOM'S MATRIX OF UNRESOLVED ISSUES WITH BELLSOUTH

	Issue	MCI WorldCom Position	BellSouth Position
	elements that are ordinarily combined in its network? (Attachment 1, Section 1.5; Attachment 3, Section 2.4)	that are ordinarily combined in BellSouth's network.	
7.	Should BellSouth be required to combine network elements that are not ordinarily combined in its network? (Attachment 3, Section 2.11)	Yes. BellSouth should be directed to perform, upon request, the functions necessary to combine unbundled network elements that are not ordinarily combined in its network.	No. BellSouth should not be required to provide such combinations.
7A	Should BellSouth charge MCIW only for UNEs that it orders and uses, and should UNEs ordered and used by MCIW be considered part of its network for reciprocal compensation and switched access charges? (Attachment 3, Section 2.12 and Attachment 4, Section 9.11.)	Yes. This approach should be adopted.	No. BellSouth is not willing to agree to the proposed language.
8.	Should UNE specifications include non-industry standard, BellSouth proprietary specifications? (Attachment 3, Appendix 1; Attachment 3, Sections 4.3-4.14)	No. Only industry standard specifications should be used.	Yes. BellSouth proprietary specifications should be included.
9.	Should MCIW be required to use a special construction process, with additional costs, to order facilities of the type normally used at a location, but not available at the time of the order? (Attachment 3, Section 4.1.1.)	No. The special construction process only should be required when the requested facilities are not of the type normally used at a location.	Yes. BellSouth is not obligated to construct facilities for MCIW. MCIW should use the special construction process if it wants BellSouth to construct facilities to serve a particular customer where facilities do not currently exist.
10.	Should the Interconnection Agreements contain MCIW's proposed terms governing spectrum compatibility and spectrum	Yes. The Interconnection Agreements should contain MCIW's proposed terms governing spectrum compatibility and spectrum	BellSouth is willing to include in the parties' interconnection agreement terms governing spectrum compatibility and spectrum management

MCI WORLDCOM'S MATRIX OF UNRESOLVED ISSUES WITH BELLSOUTH

	Issue	MCI WorldCom Position	BellSouth Position
	management? (Attachment 3, Sections 4.2.4.7 - 4.2.4.9.3)	management.	consistent with applicable FCC Rules 51.230-51.233.
11.	Should MCIW access the feeder distribution interface directly or should BellSouth be permitted to introduce an intermediate demarcation device? (Attachment 3, Sections 4.5.1.1.1, 4.5.1.2.3.)	MCIW should access subloop elements wherever it is technically feasible to do so, including at the feeder distribution interface, without having to connect to unneeded intermediate devices.	Direct access to the feeder distribution interface would adversely impact network reliability. MCIW should access the feeder distribution interface through an access terminal established by BellSouth.
12.	Should the Interconnection Agreements contain MCIW's proposed terms governing the provision of optical loop concentrators, intelligent loop concentrators, and DSLAMs as unbundled network elements? (Attachment 3, Sections 4.6-4.9; Part B, Section 59)	Yes. The Interconnection Agreements should contain MCIW's proposed terms governing the provision of optical loop concentrators, intelligent loop concentrators, and DSLAMs as unbundled network elements.	No. Although BellSouth will offer an optical loop concentrator, the complex processes and coordination required to provide this service have not been developed because there has been no demand. BellSouth is not obligated to offer DSLAMs as unbundled network elements. Moreover, BellSouth is not familiar with the term "intelligent" loop concentrator.
13.	Is optical feeder a subloop element which BellSouth must provide upon request? (Attachment 3, Section 4.5.1.5)	Yes. Optical feeder is a subloop element which must be made available upon request pursuant to the Act and FCC regulations.	No. Optical feeder is not a subloop element which must be made available to new entrants upon request.
14.	This issue has been resolved.		
15.	When an MCIW customer served via the UNE-platform makes a directory assistance or operator call, must the ANI-II digits be transmitted to MCIW via Feature Group D signaling from the point of origination? (Attachment 3, Section 7.2.1.16)	Yes. BellSouth should route these calls to MCIW, via an AIN dip, over common transport to a BellSouth tandem. To provide this functionality, BellSouth should convert the signaling to Feature Group D signaling at the point of origination.	No. BellSouth does not route operator services or directory assistance calls, or calls to other MCIW end points or platforms, through the tandem switch. BellSouth does not provide selective routing using feature Group D signaling with conversion occurring at the point of origination.
16.	Should BellSouth be required to provide GR-	Yes. BellSouth should be required to provide GR-303	BellSouth will make its GR-303 equipped integrated

MCI WORLDCOM'S MATRIX OF UNRESOLVED ISSUES WITH BELLSOUTH

	Issue	MCI WorldCom Position	BellSouth Position
	303 equipped integrated digital loop carrier where it is available? Where such facilities are available, should BellSouth provide multi-hosting? (Attachment 3, Section 4.3.)	equipped integrated digital loop carrier where it is available, and in such cases should be required to provide multi-hosting.	digital loop carrier facilities available to MCIW on an unbundled basis where such equipment exists and will work cooperatively with MCIW to develop methods and procedures to "electronically cross-connect the loop to the feeder transport." BellSouth will not provide multi-hosting.
17.	This issue has been consolidated with Issue 13.		
18.	Is BellSouth required to provide all technically feasible unbundled dedicated transport between locations and equipment designated by MCIW so long as the facilities are used to provide telecommunications services, including interoffice transmission facilities to network nodes connected to MCIW switches and to the switches or wire centers of other requesting carriers? (Attachment 3, Section 10.1.	Yes. BellSouth is required to provide dedicated interoffice transmission facilities to the locations and equipment designated by MCIW, including network nodes connected to MCIW switches and to the wire centers and switches of other requesting carriers.	No. BellSouth will not provide dedicated interoffice transmission facilities to nodes in MCIW's network connected to MCIW switches or to switches of other requesting carriers. BellSouth only will provide transport to an MCI WorldCom or BellSouth switch or wire center.
19.	How should BellSouth be required to route OS/DA traffic to MCIW's operator services and directory assistance platforms? (Attachment 3, Sections 7.3.2, 7.3.2.2, 7.3.2.3, 7.6.4, 14.2.1.5. and 14.2.8; Attachment 9, Sections 2.8.1, 2.8.1.1, 3.2.1.1, 3.5.2 and 3.5.2.1.)	MCIW should have the option of having OS/DA traffic delivered to its OS/DA platforms in one of two ways. First, BellSouth should be required to transport this traffic using shared transport, either for all OS/DA calls or on an overflow basis, using a compatible signaling protocol from the point of origination. Second, BellSouth should be required, at MCIW's option,	BellSouth does not route operator services or directory assistance calls, or calls to other MCIW end points or platforms, through the tandem switch. BellSouth does not provide selective routing using Feature Group D signaling with conversion occurring at the point of origination.

MCI WORLDCOM'S MATRIX OF UNRESOLVED ISSUES WITH BELLSOUTH

	Issue	MCI WorldCom Position	BellSouth Position
		to provide dedicated transport for this traffic, using a compatible signaling protocol from the point of origination.	
20.	This issue has been resolved.		
21.	This issue has been resolved.		
22.	Should the Interconnection Agreements contain MCIW's proposed terms addressing line sharing, including line sharing in the UNE-P and unbundled loop configurations? (Attachment 3, Sections 14.1-14.1.8.)	The Interconnection Agreements should contain MCI WorldCom's proposed terms addressing line sharing.	BellSouth has proposed terms concerning line sharing, but has not agreed to provide line sharing in the UNE-P and unbundled loop configurations.
23.	Does MCIW's right to dedicated transport as an unbundled network element include SONET rings that exist on BellSouth's network? (Attachment 3, Sections 10.2.3, 10.5.2, 10.5.6.3, 10.5.9, 10.6, 10.7.2.16.)	Yes. MCIW's right to dedicated transport as an unbundled network element includes SONET rings that exist on BellSouth's network.	No. BellSouth is not obligated by the Act or Rules to provide existing SONET rings on its network as unbundled dedicated transport.
24.	This issue has been resolved.		
25.	Should BellSouth be required to use spare facilities, when available, to bring MCIW customers back on line as quickly as possible? (Attachment 3, Section 10.7.2.12.)	Yes. BellSouth should restore the customer's service first, then repair the facilities in question.	No. BellSouth should be able to determine the method of service restoration on a case-by-case basis.
26.	This issue has been resolved.		
27.	This issue has been resolved.		
28.	Should BellSouth provide the calling name database via electronic download, magnetic tape, or via similar convenient media? (Attachment 3, Section	Yes. BellSouth should provide the calling name database via electronic download, magnetic tape, or via similar convenient media.	No. BellSouth is not required by the FCC's Rules to provide a download, electronically or by any other media, of BellSouth's calling name database. BellSouth is

MCI WORLDCOM'S MATRIX OF UNRESOLVED ISSUES WITH BELLSOUTH

	Issue	MCI WorldCom Position	BellSouth Position
	13.7.)		only required to provide access to the data contained in the database.
29.	Should calls from MCIW customers to BellSouth customers served via Uniserve, Zipconnect, or any other similar service, be terminated by BellSouth from the point of interconnection in the same manner as other local traffic, without a requirement for special trunking? (Attachment 4, Section 1.1.1)	Yes. Calls from MCIW customers to BellSouth customers served via Uniserve, Zipconnect, or any other similar service, should be terminated by BellSouth from the point of interconnection in the same manner as is other local traffic, without a requirement for special trunking.	No. For calls from MCIW customers to BellSouth customers served via Uniserve, Zipconnect, or any other similar service, MCIW should be required to trunk the calls to BellSouth's TOPS platform.
30.	Should the FPSC adopt MCIW's proposal for augmentation of Joint Fiber Facilities? (Attachment 4, Section 1.7)	Yes. MCIW proposes a 50% trigger to start the process to increase facility capacity as well as other procedures for efficient facility augmentation.	No. It is appropriate to begin augmentation of a final trunk group when utilization reaches the 75% to 85% level. However, whether to augment the underlying facilities over which those trunks are provisioned should be decided on a case-by-case basis.
31.	What level of capacity initially should be purchased and installed on joint optical interconnection facilities? (Attachment 4, Section 1.6.3.)	The initial fiber optic system purchased and installed on the interconnection facilities should be at an OC-48 level.	BellSouth opposes a requirement that a specific level of capacity be equipped on a jointly provisioned fiber optic facility in every instance since such capacity may not be necessary. A technical team composed of the parties' personnel should be established to work out procedures for implementing appropriate capacity on a jointly provisioned optical interconnection facility.
32.	Should there be any charges for use of a joint optical interconnection facility built 50% by each party? (Attachment 4, Sections 1.6.1.8, 1.6.1.9.)	No. There should be no charge by either party for use of the joint optical interconnection facility.	Yes. BellSouth proposes a charge for use of the joint optical interconnection facility for transit traffic under certain circumstances.

MCI WORLDCOM'S MATRIX OF UNRESOLVED ISSUES WITH BELLSOUTH

	Issue	MCI WorldCom Position	BellSouth Position
33.	Does MCIW have the right to require interconnection via a Fiber Meet Point arrangement, jointly engineered and operated as a SONET Transmission System (SONET ring)? (Attachment 4, Section 1.6)	Yes. MCIW has the right pursuant to the Act, FCC regulations, and the Local Competition Order to require any technically feasible method of interconnection, including a Fiber Meet Point arrangement, jointly engineered and operated as a SONET Transmission System.	No. BellSouth has the right to refuse to interconnect via a Fiber Meet Point arrangement, jointly engineered and operated as a SONET Transmission System.
34.	Is BellSouth obligated to provide and use two-way trunks that carry each party's traffic? (Attachment 4, Sections 2.1.1.2 and 2.1.2)	Yes. BellSouth must provide and use two-way trunks pursuant to FCC regulations. Two-way trunks are more cost efficient and make testing easier.	No. BellSouth is only obligated to provide and use two-way local interconnection trunks where traffic volumes are too low to justify one-way trunks.
35.	If the parties ever choose to implement a combination trunk group, should that trunk group be operated as a two-way trunk? (Attachment 4, Sections 2.1.1.3-2.1.1.3.2, 2.2.6-2.2.7.)	Yes. If in the future the parties choose to implement a combination trunk group, that trunk group should be operated as a two-way trunk.	No. BellSouth is not required to use two-way trunk groups for local traffic terminated to MCIW. Also, the combination trunks MCIW requested carry toll and access traffic, which is not subject to the interconnection obligations of the Act.
36.	Does MCIW, as the requesting carrier, have the right pursuant to the Act, the FCC's Local Competition Order, and FCC regulations, to designate the network point (or points) of interconnection at any technically feasible point? (Attachment 4, Sections 1.3 and 1.3.1, Attachment 5, Section 2.1.4.)	Yes. MCIW has the right pursuant to the Act, the FCC's Local Competition Order, and FCC regulations to designate the network point (or points) of interconnection at any technically feasible point.	No. BellSouth is not required to deliver BellSouth originated traffic to a point of interconnection designated by MCIW.
37.	Should BellSouth be permitted to require MCIW to fragment its traffic by traffic type so it can interconnect with BellSouth's network?	No. Such fragmentation is inefficient and wasteful.	Yes. BellSouth should be permitted to fragment trunk groups by traffic type because it maintains such separate trunk groups for itself.

MCI WORLDCOM'S MATRIX OF UNRESOLVED ISSUES WITH BELLSOUTH

	Issue	MCI WorldCom Position	BellSouth Position
	(Attachment 4, Sections 2.2.6-2.2.7)		
38.	This issue has been resolved.		
39.	How should Wireless Type 1 and Type 2A traffic be treated under the Interconnection Agreements? (Attachment 4, Section 9.7.2.)	This traffic should be routed on the local/intralata/transit logical trunk group that rides the mid-span fiber meet facilities. MCIW agrees with BellSouth that the Type 1 traffic is not really "meet point" traffic. Type 2A traffic, however, should be billed in accordance with the OBF Meet Point Billing guidelines as described in response to Issue 45.	Type 1 traffic should be treated for routing and billing purposes as though it were landline traffic originated by BellSouth or MCIW. Type 2A traffic should be treated similarly when the carriers have implemented Meet Point Billing capabilities consistent with industry guidelines.
40.	What is the appropriate definition of internet protocol (IP) and how should outbound voice calls over IP telephony be treated for purposes of reciprocal compensation? (Attachment 4, Sections 9.3.3 and 9.10.)	The question of whether long-distance carriers should pay access charges when they utilize IP telephony is beyond the scope of this arbitration proceeding. The FCC has not imposed interstate access charges on IP telephony; the only available form of inter-carrier compensation for the services at issue in this arbitration is reciprocal compensation.	IP telephony is telecommunications service that is provided using IP for one or more segments of the call. To the extent technically feasible, reciprocal compensation should apply to local telecommunications provided via IP telephony. However, long distance calls, irrespective of the technology used to transport them, constitute switched access traffic.
41.	Should the Interconnection Agreements contain language which, while purporting to address the issue of false traffic generated for the purpose of obtaining increased reciprocal compensation, actually excludes traffic to Internet Service Providers from reciprocal compensation obligations? (Attachment 4, Section 9.3.1.)	No. The contract should not include language which excludes calls to Internet Service Providers from reciprocal compensation obligations.	Yes. The Interconnection Agreements should exclude false traffic from the payment of reciprocal compensation, which is the purpose of BellSouth's proposed language.

MCI WORLDCOM'S MATRIX OF UNRESOLVED ISSUES WITH BELLSOUTH

	Issue	MCI WorldCom Position	BellSouth Position
42.	Should MCIW be permitted to offer tandem services for switched access traffic? (Attachment 4, Section 2.3.8.)	Yes. MCIW should be permitted to offer tandem services for switched access traffic. BellSouth should not be permitted to monopolize the tandem services business.	No. MCIW should be prohibited from delivering switched access traffic by any means other than switched access trunks and facilities.
43.	When the ANI, CPN and BTN are not available, should the parties be required to include in the information transmitted with the call the NPA/NXX associated with the trunk group or the telephone number associated with the trunk group? (Attachment 4, Section 9.2.2.)	The parties should be required to provide the telephone number associated with the trunk.	BellSouth will provide the NPA/NXX of the number assigned to the trunk group, which is the only significant information necessary for MCIW to bill other carriers using the records provided by BellSouth. If a carrier provides a full telephone number to associate with the trunk group, then it will be provided to MCIW as well.
44.	This issue has been resolved.		
45.	How should third party transit traffic be routed and billed by the parties? (Attachment 4, Sections 9.7.1, 9.7.2, 10.7.1.1, 10.7.2, and 10.7.3)	From a routing perspective, this traffic should be exchanged over the same logical trunk group as all other local and intraLATA toll traffic. BellSouth should bill the originating carrier consistent with the Ordering and Billing Forum (OBF) Meet Point Billing Guidelines (single bill/single tariff option).	BellSouth proposes that MCIW be required to order separate local transit switched access trunks and that billing be handled via a different OBF option.
46.	Should BellSouth be permitted to impose restrictions on MCIW's ability to assign NPA/NXX codes to MCIW's end-users? (Attachment 4, Sections 9.4.6. and 9.10.)	No. BellSouth should not be permitted to impose restrictions on MCIW's ability to assign NPA/NXX codes to MCIW's end-users.	Yes. BellSouth proposes that ALECs be prohibited from assigning NPA/NXXs to end users located outside the local calling area of the rate center with which the NPA/NXX has been associated.
47.	Should reciprocal compensation payments be made for calls bound to ISPs? (Attachment 4, Section 9.3.2; Part B, Section 80)	Yes. Reciprocal compensation payments should be applicable to calls made from one carrier's customers to the ISP customer of the other carrier.	No. Reciprocal compensation payments should not be made on calls from one carrier's customers to the ISP customer of the other carrier.

MCI WORLDCOM'S MATRIX OF UNRESOLVED ISSUES WITH BELLSOUTH

	Issue	MCI WorldCom Position	BellSouth Position
48.	This issue has been consolidated with Issue 45.		
49.	Should the designation of local traffic be dependent on the type of switching technology used, including packet switching? (Attachment 4, Section 9.3.3)	No. The designation of local traffic should not be dependent on the type of switching technology used.	Yes. The designation of local traffic is dependent on the type of switching technology used. Because there are no minutes of use to record for packet switching, the traditional per minute of use rates that apply to reciprocal compensation for circuit switched local traffic cannot be applied.
50.	This issue has been consolidated with Issue 51.		
51.	Is BellSouth required to pay tandem charges when MCIW terminates BellSouth local traffic using a switch serving an area comparable to a BellSouth tandem? (Attachment 4, Sections 9.4,10.4.2, 10.4.2.3.)	Yes. When an MCIW local switch covers a geographic area comparable to the area served by a BellSouth tandem, MCIW is entitled to charge BellSouth the tandem rate, meaning the rate for tandem switching, transport and end office switching.	No. MCIW should not be entitled to charge the tandem rate under these circumstances.
52.	This issue has been resolved.		
53.	Should call jurisdiction be based on the calling party number or on jurisdictional factors that represent averages? (Attachment 4, Sections 9.6.1 and 10.6.1; Part B, Sections 129-130.)	Call jurisdiction for purposes of billing should be based on the calling party number.	Call jurisdiction for purposes of billing should be based on industry averages such as "percent interstate use" or "percent local use," because a number of limitations preclude BellSouth from using recorded usage data to determine which rates to apply for billing.
53A	Should MCIW be required to utilize direct end office trunking in situations involving tandem exhaust or excessive traffic volumes? (Attachment 4, Section 2.4)	No. MCIW should not be required to utilize direct end office trunking in situations involving tandem exhaust or excessive traffic volumes. BellSouth should manage its network efficiently to avoid this situation from occurring.	Yes. MCIW should be required to utilize end office trunking in such situations.
54.	Should security charges be	No, security charges should	Yes, security charges should

MCI WORLDCOM'S MATRIX OF UNRESOLVED ISSUES WITH BELLSOUTH

	Issue	MCI WorldCom Position	BellSouth Position
	assessed for collocation in offices with existing card key systems, and how should security costs be allocated in central offices where new card key systems are being installed? (Attachment 5, Section 7.3, and Attachment 1, Appendix 1)	not be assessed for collocation in central offices with existing card key systems. Security costs for collocation in central offices in which new systems are built should be assessed on a pro-rata basis.	be assessed for collocation in central offices with existing card key systems. Security costs for collocation in central offices in which new systems are built should be allocated on a per capita basis. BellSouth has not yet indicated if its position has changed in light of the FPSC's recent collocation orders.
55.	Should BellSouth be required to provide a response, including a firm cost quote, within fifteen days of receiving a collocation application? (Attachment 5, Sections 2.1.1.3 and 7.20)	Yes. BellSouth should be required to provide a response, including a firm cost quote, within fifteen days of receiving a collocation application.	BellSouth has not yet indicated its current position in light of the FPSC's recent collocation orders.
56.	Should BellSouth be required to provide DC power to adjacent collocation space? (Attachment 5, Section 3.4)	Yes. BellSouth should be required to provide DC power to adjacent collocation space.	No. BellSouth cannot provide DC power to adjacent collocation space.
57.	Should the Interconnection Agreements include MCIW's proposed terms and conditions regarding virtual collocation? (Attachment 5, Section 6)	Yes. The Interconnection Agreements should contain MCIW's proposed terms and conditions governing the provision of virtual collocation.	BellSouth's position is unknown. It has not yet responded to the most recent version of MCIW's proposed language.
58.	This issue has been resolved.		
59.	Should collocation space be considered complete before BellSouth has provided MCIW with cable facility assignments ("CFAs")? (Attachment 5, Section 7.15.2).	No. Collocation space is not complete until CFAs have been provided.	Yes. CFAs will not be provided until the collocator's equipment has been installed by BellSouth or certified vendors.
60.	Should BellSouth provide MCIW with specified collocation information at the joint planning meeting? (Attachment 5, Sections 7.17.2, 7.17.4 and 7.17.10)	Yes. The requested information should be provided at the joint planning meeting.	No. BellSouth should not be required to provide the requested information for the joint planning meeting.

MCI WORLDCOM'S MATRIX OF UNRESOLVED ISSUES WITH BELLSOUTH

	Issue	MCI WorldCom Position	BellSouth Position
61.	What rate should apply to the provision of DC power to MCIW's collocation space? (Attachment 5, Section 7.18.6)	The rate proposed by MCIW in Attachment 1 should apply on a per ampere basis until the FPSC establishes permanent rates.	BellSouth's proposed rates should apply on a per fused ampere basis.
62.	Should BellSouth be required to provision caged or cageless physical collocation space (including provision of the cage itself) within 90 days and virtual collocation within 60 days? (Attachment 5, Section 7.19)	Yes. BellSouth should be required to provision caged and cageless physical collocation space within 90 days and virtual collocation within 60 days.	BellSouth has not yet indicated its current position in light of the FPSC's recent collocation orders.
63.	Is MCIW entitled to use any technically feasible entrance cable, including copper facilities? (Attachment 5, Section 7.21.1)	Yes. MCIW is entitled to use any technically feasible entrance cable, including copper facilities.	No. MCIW should be restricted to the use of fiber entrance facilities only, because copper facilities are "too thick."
64.	Is MCIW entitled to verify BellSouth's assertion, when made, that dual entrance facilities are not available? Should BellSouth maintain a waiting list for entrance space and notify MCIW when space becomes available? (Attachment 5, Section 7.21.2.)	Yes. MCIW should be permitted to verify BellSouth's assertion that dual entrance facilities are not available. BellSouth should maintain a waiting list for entrance space and notify MCIW when space becomes available.	No. MCI WorldCom has no right to verify BellSouth's assertion that dual entrance facilities are not available and BellSouth will not maintain a waiting list.
65.	What information must BellSouth provide to MCIW regarding vendor certification? (Attachment 5; Section 7.22.1.)	BellSouth must provide MCIW sufficient information on the specifications and training requirements for a vendor to become BellSouth certified so that MCIW can train its proposed vendors. While BellSouth has provided MCIW with brochures that generally describe what BellSouth's vendors are required to observe, for	MCIW receives precisely the same information that BellSouth provides its vendors concerning the vendor certification process.

MCI WORLDCOM'S MATRIX OF UNRESOLVED ISSUES WITH BELLSOUTH

	Issue	MCI WorldCom Position	BellSouth Position
		purposes of certification, it has failed and refused to provide specific training and certification requirements.	
66.	What industry guidelines or practices should govern collocation? (Attachment 5, Section 9).	The agreements should include the guidelines proposed by MCIW.	None of the proposed guidelines should be included.
66A	Once collocation space has been assigned to and occupied by MCIW, should BellSouth be prohibited from reassigning MCIW to other space? (Attachment 5, Section 1)	Yes.	BellSouth's position is unknown.
66B	Should the Interconnection Agreements permit either party to reserve space in the premises for up to 18 months? (Attachment 5, Section 2.1.1.9.)	Yes. The agreements should permit either party to reserve space in the premises for up to 18 months.	BellSouth's position is unknown. It has not yet responded to the most recent version of MCIW's proposed language which incorporates the requirements of the FPSC's Collocation Order.
66C	What provisions should the Interconnection Agreements include regarding BellSouth's obligations when space becomes available in a previously exhausted premises? (Attachment 5, Section 2.2.3)	The agreements should require BellSouth to provide MCIW with 60 days' written notice when space is about to become available and such space should be made available to carriers according to their order on BellSouth's waiting list.	BellSouth's position is unknown. It has not yet responded to the most recent version of MCIW's proposed language which incorporates the requirements of the FPSC's Collocation Order.
66D	What provisions should apply to transitions from virtual collocation to cageless physical collocation in cases where no physical changes are required? (Attachment 5, Section 2.2.4)	The agreements should allow MCIW to elect to have its equipment stay in place in the lineup where it had been located under the virtual arrangement and should permit the transition with payment only of a minimal charge for the administrative cost of updating engineering and billing records.	BellSouth's position is unknown. It has not yet responded to the most recent version of MCIW's proposed language which incorporates the requirements of the FPSC's Collocation Order.
66E	What provisioning interval should apply to	The agreement should contain a 45-day provisioning interval	BellSouth's position is unknown. It has not yet

MCI WORLDCOM'S MATRIX OF UNRESOLVED ISSUES WITH BELLSOUTH

	Issue	MCI WorldCom Position	BellSouth Position
	augmentations of existing collocation arrangements? (Attachment 5, Section 7.19.1)	for augmentations to existing collocation arrangements.	responded to the most recent version of MCIW's proposed language which incorporates the requirements of the FPSC's Collocation Order.
67.	When MCIW has a license to use BellSouth rights-of-way, and BellSouth wishes to convey the property to a third party, should BellSouth be required to convey the property subject to MCIW's license? (Attachment 6, Section 3.6)	Yes. MCIW should not be required to forfeit its license rights, and possibly strand facilities, when BellSouth conveys the underlying property.	No. BellSouth should be able to convey its property without restriction so long as BellSouth gives MCIW reasonable notice of such sale or conveyance.
68.	Should BellSouth require that payments for make-ready work be made in advance? (Attachment 6, Sections 4.7.3 and 5.6.1.)	No. A requirement for advanced payment would create delays and would not be commercially reasonable.	Yes. Advanced payment should be required.
69.	This issue has been resolved.		
70.	This issue has been resolved.		
71.	This issue has been resolved.		
72.	This issue has been resolved.		
73.	Should the rate for splitting blocks of numbers (such as DID number blocks) in connection with LNP requests be specified in the Agreements? (Attachment 7, Section 3.11.)	Yes. BellSouth should be required to specify a price in the Agreements.	No. The Agreements should refer to BellSouth's tariff, without specifying the rate.
74.	This issue has been consolidated with Issue 92.		
75.	For end users served by INP, should the end user or the end user's local carrier be responsible for paying the terminating carrier for collect calls, third party billed calls or other operator assisted calls?	The end user should be responsible for payment. The terminating carrier can obtain billing information from the end user's local carrier.	The local carrier serving the end user via INP should be responsible for payment. MCIW is BellSouth's customer of record when INP is used, has all of the information necessary to bill the end user and can put a

MCI WORLDCOM'S MATRIX OF UNRESOLVED ISSUES WITH BELLSOUTH

	Issue	MCI WorldCom Position	BellSouth Position
	(Attachment 7, Section 2.6.)		block on such calls.
76.	Should BellSouth be required to develop the industry standard EDI pre-ordering interface (REDI) without charging MCIW for the up-front development costs? (Attachment 8, Sections 1.4.5-1.4.6.2, 2.1.1 and 2.3.3.)	BellSouth is required to develop industry standard interfaces such as REDI at its expense (to be recovered through recurring charges).	BellSouth has industry standard interfaces that comply with the Act. To the extent MCIW wants BellSouth to develop additional interfaces at MCIW's expense, BellSouth is prepared to do so, and MCIW should pay for the cost of such development.
77.	This issue has been resolved.		
78.	How should the agreed upon credit information be provided? (Attachment 8, Section 1.7.9.)	The parties should provide credit information to a mutually agreed upon third party credit reporting agency.	The information should be provided via customer service records.
79.	This issue has been resolved.		
80.	Should BellSouth be required to provide an application-to-application access service order inquiry process? (Attachment 8, Sections 2.1.1.2 and 2.2.3.)	Yes. Such a process is needed to obtain pre-order information electronically for UNEs ordered via an access service request.	No. BellSouth is not required to provide such a process.
81.	Should BellSouth provide a service inquiry process for local services as a pre-ordering function? (Attachment 8, Section 2.2.1.)	Yes. BellSouth should provide service inquiry for pre-ordering.	No. BellSouth complies with the loop qualification requirements of the FCC's rules. Any other service inquiry process provided to MCIW is accomplished in substantially the same time and manner as that to BellSouth's retail organization.
82.	This issue has been resolved.		
83.	Should BellSouth be required to provide downloads of the RSAG, PSIMS and PIC databases without license agreements? (Attachment	Yes. BellSouth should provide RSAG, PSIMS, and PIC database downloads without a license agreement or use restrictions, and should provide PSIMS and PIC	No. BellSouth has agreed to provide MCIW a download of the RSAG at MCIW's expense. However, because of MCIW's intended use of the RSAG, it must execute a

MCI WORLDCOM'S MATRIX OF UNRESOLVED ISSUES WITH BELLSOUTH

	Issue	MCI WorldCom Position	BellSouth Position
	8, Section 2.5)	downloads at no cost.	licensing agreement. BellSouth provides MCIW a flat file extraction of the PSIMS, which includes PIC information on a monthly basis and is willing to continue to do so.
84.	Should the parties be required to develop jointly an implementation plan for the ordering of local switching in combination with unbundled loops, including UNE-P? (Attachment 8, Section 3.)	Yes. These procedures will enhance the smooth roll-out of such combinations.	No. BellSouth has already developed a plan to implement UNE-P and has already implemented that plan. These procedures and processes utilize existing manual and electronic functionality for pre-ordering and ordering
85.	What procedures should be used for PIC changes? (Attachment 8, Section 3.2.4.)	MCIW has proposed procedures that would require BellSouth, for example, to notify MCIW whenever one of its local customers (whether through resale, UNEs, INP or LNP) changes its PIC status.	This issue is not appropriate for arbitration. MCIW is attempting to arbitrate Presubscribed Interexchange Carrier (PIC) status and CARE messages which are associated with interexchange toll service, which is not subject to the Act. BellSouth has agreed to notify MCIW when one of its resale customers changes its PIC status.
86.	What are the applicable ordering charges when electronic interfaces are in place but they fail to work? (Attachment 8, Section 3.1.4.)	If electronic interfaces are in place but are unavailable for reasons other than scheduled maintenance, BellSouth should not impose manual ordering charges.	If MCIW is required to submit manual LSRs due to failure of BellSouth's electronic systems and MCIW submits an accurate LSR, MCIW will be billed the electronic ordering charges
87.	Should MCIW be required to pay for expedited service when BellSouth provides service after the offered expedited date, but prior to BellSouth's standard interval? (Attachment 8, Section 3.2.7.2.)	No. BellSouth should not receive additional payment when it fails to perform in accordance with the specified expedited timeframe.	Yes. MCIW should be required to pay expedite charges under these circumstances.

MCI WORLDCOM'S MATRIX OF UNRESOLVED ISSUES WITH BELLSOUTH

	Issue	MCI WorldCom Position	BellSouth Position
88.	For customer premises installations, should BellSouth be required, at MCIW's request, to cable from the demarcation point to the customer's equipment location in accordance with BellSouth's procedures and at parity with the provision of such services to BellSouth's customers? (Attachment 8, Section 3.2.8.3.)	Yes. BellSouth should provide parity with respect to the provisioning of inside wire.	BellSouth is not obligated under the Act or FCC's rules to install inside wire for ALECs or end users. BellSouth is willing to negotiate for the provision of inside wire on a non-regulated basis outside the requirements of Sections 251 and 252 consistent with the methods and procedures that BellSouth uses to install inside wire for its end user customers.
89.	When BellSouth rejects an MCIW order, should it be required to identify all errors in the order that would cause it to be rejected? (Attachment 8, Section 3.2.10.1.)	Yes. Identifying all errors in the order will prevent the need for submitting the order multiple times.	No. BellSouth's systems do not enable it to identify all errors in an order.
90.	Should BellSouth be required to provide completion notices for manual orders? (Attachment 8, Section 3.2.15.)	Yes. MCIW should receive completion notices for all orders, including manual orders.	While BellSouth cannot provide the same kind of completion notification to MCIW as when the order is submitted electronically, BellSouth provides information regarding the status of an order, including completion of the order, through its ALEC Service Order Tracking System.
91.	What intervals should apply to FOCs? Should BellSouth be required to check facilities before returning an FOC? (Attachment 8, Section 3.4.1.2.)	MCIW's proposed intervals should apply to FOCs. BellSouth should be required to check facilities before returning an FOC so that it represents a firm commitment to provide service on the specified date.	The intervals for FOCs are published in the BellSouth Products & Services Interval Guide to ensure parity of service to all ALECs.
92.	Should the parties be required to follow the detailed guidelines proposed by MCIW with respect to LNP orders?	Yes. These guidelines are necessary to improve the LNP ordering process.	No. The parties should follow the guidelines outlined in BellSouth's "The Local Number Portability Ordering Guide for CLECs," Issue 1b

MCI WORLDCOM'S MATRIX OF UNRESOLVED ISSUES WITH BELLSOUTH

	Issue	MCI WorldCom Position	BellSouth Position
	(Attachment 8, Section 3.6.)		dated October 10, 1999.
93.	By when must the parties bill for previously unbilled amounts? By when must they submit bills to one another? (Attachment 8, Sections 4.2.3.4.2, 4.2.3.4.4, 4.2.3.4.5 and 4.2.3.5.)	The parties must bill for previously unbilled amounts within one year of the bill date. The bill date should be no more than ninety days old.	The parties may bill for previously unbilled amounts until the statute of limitations expires, and there should be no deadline for submitting bills.
94.	Should BellSouth be permitted to disconnect service to MCIW for nonpayment? (Attachment 8, Section 4.2.18.)	No. The parties should not disconnect for nonpayment. The appropriate remedy should be determined in dispute resolution.	Yes. Disconnection for failure to pay without a billing dispute is standard. BellSouth has to be able to stop expending costs where the ALEC refuses to pay.
95.	Should BellSouth be required to provide MCIW with billing records with all EMI standard fields? (Attachment 8, Section 5.)	BellSouth should be required to provide MCIW with complete EMI billing records, not simply the subset of such information contained in ADUF, ODUF, and EODUF.	BellSouth proposes to provide MCIW with records it provides through tariffed services known as ADUF, ODUF, and EODUF.
96.	Should BellSouth be required to give written notice when a central office conversion will take place before midnight or after 4 a.m.? (Attachment 8, Section 6.2.4.)	Yes. MCIW needs to receive written notice.	No. Notice via the web should be sufficient.
96A	Should BellSouth be required to provide customer service record (CSR) information in a format that permits its use in completing an order for service? (Attachment 8, Section 2.1.2.1)	Yes. BellSouth should either parse CSR information in accordance with industry standards or, if no industry standards exist, should address the parsing of CSR information through the established Change Control Process (CCP).	No. BellSouth provides CSR information to ALECs in the same format it uses internally and is not obligated to further parse such information.
97.	Should BellSouth be required to provide MCIW with notice of changes to NPA/NXXs linked to Public Safety Answering Points as soon as such changes occur?	Yes. Obtaining this information is a matter of public safety.	No. BellSouth is not at liberty to disclose this information.

MCI WORLDCOM'S MATRIX OF UNRESOLVED ISSUES WITH BELLSOUTH

	Issue	MCI WorldCom Position	BellSouth Position
	(Attachment 9, Section 1.1.6.)		
98.	Should BellSouth be required to provide the 911 information and comply with 911 trunking requirements proposed by MCIW? (Attachment 9, Section 1.3.6.2.2.)	Yes. The requested information and proposed requirements are necessary for the provision of 911 service.	The interface between the E911 end office switch or tandem and the ALI/DBMS for MCIW's subscribers should meet industry standards. However, MCIW's proposed language regarding 911 trunking is inaccurate and should be rejected.
99.	Should BellSouth be required to provide MCIW with 10 digit PSAP numbers? (Attachment 9, Section 1.3.17.)	Yes. BellSouth should be required to provide this information.	No. MCIW should be required to obtain PSAP numbers from local E911 authorities as does BellSouth.
100.	Should BellSouth operators be required to ask MCIW customers for their carrier of choice when such customers request a rate quote or time and charges? (Attachment 9, Section 2.2.2.12.)	Yes. BellSouth should be required to ask a caller for his or her carrier of choice if the caller requests a rate quote or time and charges.	BellSouth's operators may respond to customer inquiries concerning rates and time charges for BellSouth's retail services. However, BellSouth is not obligated to inquire about a customer's carrier of choice.
101.	Is BellSouth required to provide shared transport in connection with the provision of custom branding? Is MCIW required to purchase dedicated transport in connection with the provision of custom branding? (Attachment 9, Sections 2.2.4.3.3, 2.8.1, 2.8.1.1, 3.2.1.1, 3.2.4.3.3, 3.5.2, and 3.5.2.1.)	BellSouth is required to provide shared transport as an unbundled network element and shared transport can be used in connection with the provision of custom branding. MCIW is not required to purchase dedicated transport.	If MCIW requests the Line Class Code of customized routing, dedicated trunk groups are required between BellSouth's end office switch and MCIW's choice of operator services/directory services platform. With the AIN method of customized routing, shared trunk groups may be used between the BellSouth end office switch and the AIN hub location.
102.	Should the parties provide "inward operator services" through local interconnection trunk groups using network routable access codes BellSouth establishes through the LERG?	Yes. Local interconnection trunks often provide the most efficient way to provide this service.	No. Dedicated trunks must be ordered before this service can be provided.

MCI WORLDCOM'S MATRIX OF UNRESOLVED ISSUES WITH BELLSOUTH

	Issue	MCI WorldCom Position	BellSouth Position
	(Attachment 9, Sections 2.6.1-2.6.4.)		
103.	Should BellSouth operators be required to connect MCIW subscribers dialing "0" and requesting directory assistance to any directory assistance platform designated by MCI WorldCom? (Attachment 9, Section 2.7.2.)	Yes. BellSouth operators should not automatically route calls for directory assistance from MCIW customers to the BellSouth directory assistance platform, but should follow the routing instructions provided by MCIW.	No. BellSouth's operator services platform does not have the capability to connect to an ALEC's directory assistance platform and BellSouth is not required to enable them to do so. MCIW may request and be provided customized routing by which it can determine the operator services platform to which its customers' traffic will be sent.
104.	This issue has been resolved.		
105.	What performance measurement system should BellSouth be required to provide? (Attachment 10.)	BellSouth should use the performance measurement system outlined in MCIW's proposed Attachment 10, along with the attached MCIW Measurements and Performance Standards, Version 1.3.	BellSouth should use its version of Attachment 10, including its SQM.
106.	Should the Interconnection Agreements contain a provision establishing that BellSouth will provide services in any combination requested by MCIW? (Part A, Section 1.2)	Yes. The Interconnection Agreements should contain a provision establishing that BellSouth will provide services in any combination requested by MCIW.	No. BellSouth objects to including a provision in the Interconnection Agreements establishing that it will provide services in any combination requested by MCIW.
107.	Should the parties be liable in damages, without a liability cap, to one another for their failure to honor in one or more material respects any one or more of the material provisions of the Agreements? (Part A, Sections 11.1.1 and 11.1.2.)	Yes. There should be no limitation of liability for material breaches of the Agreements.	No. MCIW's proposed language is inappropriate for inclusion in the agreements because it is not subject to Sections 251 and 252 of the Act.
108.	Should MCIW be able to obtain specific performance as a remedy	Services under the Agreements are unique, and specific performance is an	Whether specific performance is appropriate is a legal question dependent upon the

MCI WORLDCOM'S MATRIX OF UNRESOLVED ISSUES WITH BELLSOUTH

	Issue	MCI WorldCom Position	BellSouth Position
	for BellSouth's breach of contract? (Part A, Section 14.1.)	appropriate remedy for BellSouth's failure to provide the services as required in the Agreements.	specific breach. This is not an appropriate subject for arbitration under Sections 251 and 252.
109.	Should BellSouth be required to permit MCIW to substitute more favorable terms and conditions obtained by a third party through negotiation or otherwise, effective as of the date of MCIW's request. Should BellSouth be required to post on its website all BellSouth's interconnection agreements with third parties within fifteen days of the filing of such agreements with the FPSC? (Part A, Section 18.)	BellSouth should permit MCIW to substitute more favorable terms and conditions effective as of the date of MCIW's request and should post such agreements on its website.	MCIW should be permitted to substitute more favorable terms and conditions consistent with the Act and applicable FCC rules. Because approved interconnection agreements are available from the FPSC, BellSouth should not be required to provide a copy to MCIW.
110.	Should BellSouth be required to take all actions necessary to ensure that MCIW confidential information does not fall into the hands of BellSouth's retail operations, and should BellSouth bear the burden of proving that such disclosure falls within enumerated exceptions? (Part A, Section 20.1.1.1.)	Yes. BellSouth should take all measures necessary to protect MCIW's confidential information from BellSouth's retail operations, and should bear the burden of proving that disclosure falls within enumerated exceptions.	No. BellSouth proposes that it only should be required to take all reasonable measures to protect confidential information from BellSouth's retail operations, and should not bear the burden of proving that disclosure falls within enumerated exceptions.
111.	Should MCIW's proposed procedures be followed for audits of billing records? (Part A, Section 21.2)	Yes. The procedures MCIW has proposed for such audits should be followed.	No. The procedures BellSouth has proposed should be followed.

EXHIBIT NO. _____

DOCKET NO.: 000649-TP

WITNESS: Stip-2

PARTY: **Staff**

DESCRIPTION:

1. WorldCom's Responses to Commission Staff's First Set of Interrogatories and Second Request for Production of Documents.

PROFFERING PARTY: STAFF

FLORIDA PUBLIC SERVICE COMMISSION
DOCKET NO. 000649-TP EXHIBIT NO. 13
COMPANY/ WITNESS: FPSC Staff
DATE: 10-4-00

I.D. # Stip-2

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Petition of MCImetro Access Transmission Services, LLC and MCI WorldCom Communications, Inc. For Arbitration of Certain Terms and Conditions of Proposed Agreement With BellSouth Telecommunications, Inc. Concerning Interconnection and Resale Under the Telecommunications Act of 1996	)	Docket No. 000649-TP Filed: October 2, 2000

WORLDCOM'S RESPONSES TO COMMISSION STAFF'S FIRST SET OF INTERROGATORIES

MCImetro Access Transmission Services, LLC and MCI WorldCom Communications, Inc. (collectively "WorldCom"), pursuant to Rule 28-106.206, Florida Administrative Code, and Rules 1.340 and 1.280, Florida Rules of Civil Procedure, hereby submit the following Responses to the First Set of Interrogatories filed by Commission Staff (hereinafter "Staff").

Responses to Specific Interrogatories

INTERROGATORY NO. 1: At page 5, lines 9-13, witness Price states "WorldCom's proposal essentially is that the Commission adopt previously approved rates in the agreements and provide an interim rate of zero for other rates, subject to true up once permanent rates have been approved in the UNE cost docket. (Docket 990649)"

a) Is it WorldCom's proposal that both the previously approved rates, and WorldCom's proposed interim rate of zero, be subject to true up once permanent rates are approved in 990649-TP? Please explain your response.

b) Is the Florida Public Service Commission's UNE cost docket (990649-TP), establishing permanent rates for all elements identified in Attachment 1, Table 1?

c) If your response to 1(b) is negative, please list those element for which permanent rates will not be established in Docket No. 990649-TP.

RESPONSE:

a) No. WorldCom proposes that previously approved rates not be interim; such rates would be subject to change on a prospective basis after the Commission issues its order in Docket No. 990649-TP. WorldCom proposes that rates that have not been previously approved (including the loop-port combination rate) be interim and subject to true-up. As a matter of clarification, this issue has been narrowed substantially. WorldCom and BellSouth agree that rates previously ordered by the Commission will be incorporated into the parties' interconnection agreement as permanent rates, subject to change on a prospective basis. WorldCom and BellSouth further agree that for most rates not previously ordered by the Commission (including the loop-port combination rate), the BellSouth proposed rate shall apply on an interim basis subject to true-up. The only remaining dispute concerns rates for line sharing and collocation rates not previously approved by the Commission. BellSouth's position is that its proposed rates for line sharing and the remaining collocation elements should be adopted on a permanent basis. WorldCom's position is that BellSouth's proposed rates should be adopted on an interim basis subject to true-up.

b) No.

c) As noted in response to subpart a), the Commisison's UNE cost docket is not establishing rates for line sharing and certain collocation elements. Collocation elements for which rates have not previously been established are those with a zero price in WorldCom's Appendix 1 to Attachment 1 of Exhibit C to the arbitration petition. For clarification, WorldCom is no longer asking for a zero price, but rather WorldCom proposes that BellSouth's rates for these items be adopted on an interim basis subject to true-up.

INTERROGATORY NO. 2: For each element identified in your response to staff interrogatory 1(c), please provide WorldCom's proposed permanent rates.

RESPONSE:

WorldCom proposes that permanent rates not be established in this proceeding, but rather in a subsequent generic docket. As noted in response to Interrogatory No. 1 a), WorldCom proposes that the rates for line sharing and collocation elements not previously ordered be the rates proposed by BellSouth on an interim basis subject to true up.

INTERROGATORY NO. 3: For each element/rate listed in Attachment 1, Table 1, please identify in a matrix:

a) the order number in which the rate was previously approved by the Florida Public Service Commission;

b) whether or not the element is available in the current WorldCom/BST Interconnection Agreement; and,

c) if the element is available in the current WorldCom/BST Interconnection Agreement, provide the rate for that element if different than that proposed

RESPONSE:

a) This interrogatory is moot because the parties have resolved Issue 2 as it relates to rates previously established by the Commission.

b) This interrogatory is moot because the parties have resolved Issue 2 as it relates to rates previously established by the Commission.

c) This interrogatory is moot because the parties have resolved Issue 2 as it relates to rates previously established by the Commission.

Respectfully submitted,

Donna Canzano McNulty
WorldCom, Inc.
325 John Knox Road, Ste. 105
Tallahassee, FL 32303
(850) 422-1254

Dulaney L. O'Roark III
WorldCom, Inc.
Six Concourse Parkway
Suite 3200
Atlanta, GA 30328
(770) 284-5498

and

Richard D. Melson
Hopping Green Sams & Smith, P.A.
P.O. Box 6526
Tallahassee, FL 32314
(850) 425-2313

Attorneys for WorldCom, Inc.

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a copy of the foregoing was furnished to the following by U.S. Mail or Hand Delivery (*) this 2nd day of October, 2000:

Patricia Christensen*
Division of Legal Services
Florida Public Service
Commission
2540 Shumard Oak Boulevard
Tallahassee, FL 32399

Nancy B. White (*)
Michael P. Goggin
c/o Nancy Sims
150 South Monroe Street
Suite 400
Tallahassee, FL 32301-1556

Bennett L. Ross
BellSouth Telecommunications,
Inc.
675 W. Peachtree Street
Suite 4300
Atlanta, GA

Attorney

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Petition of MCImetro Access Transmission Services, LLC and MCI WorldCom Communications, Inc. For Arbitration of Certain Terms and Conditions of Proposed Agreement With BellSouth Telecommunications, Inc. Concerning Interconnection and Resale Under the Telecommunications Act of 1996	)	Docket No. 000649-TP Filed: October 2, 2000

WORLDCOM'S RESPONSES TO STAFF'S SECOND REQUEST FOR PRODUCTION OF DOCUMENTS

MCImetro Access Transmission Services, LLC and MCI WorldCom Communications, Inc. (collectively "WorldCom"), pursuant to Rule 28-106.206, Florida Administrative Code and Rules 1.340 and 1.280, Florida Rules of Civil Procedure, hereby submit the following Responses to Staff's Second Request for Production of Documents.

RESPONSES TO SPECIFIC REQUESTS

REQUEST NO. 1: Please provide copies of any documents that are responsive to Commission Staff's first set of interrogatories.

RESPONSE: The responsive document to Request No. 1 is Appendix 1 to Attachment 1 of Exhibit C to the arbitration petition, which the Commission should already possess because it was part of the original filing.

Respectfully submitted,

Donna Canzano McNulty
WorldCom, Inc.
325 John Knox Road, Ste. 105
Tallahassee, FL 32303
(850) 422-1254

Dulaney L. O'Roark III
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BellSouth Telecommunications,
Inc.
675 W. Peachtree Street
Suite 4300
Atlanta, GA

Attorney

FLORIDA PUBLIC SERVICE COMMISSION
DOCKET NO. 000649-PU EXHIBIT NO. 12
COMPANY/ WITNESS: FPSC Staff
DATE: 10-4-00

EXHIBIT C

MCImetro - BellSouth

Draft

Florida Interconnection Agreement

Reflecting Negotiations to Date

Submitted with

MCImetro and MCI WorldCom's

Petition for Arbitration

May 2000

DOCUMENT NUMBER-DATE
06544 MAY 26 00
FPSC-RECORDS/REPORTING

A

MCImetro/BellSouth INTERCONNECTION AGREEMENT

Bold language is in dispute, and is MCI proposed language unless otherwise noted by bold underline **(BST language). Upright (normal) language is agreed to by the parties.**

This Interconnection Agreement (the "Agreement"), effective [insert date], 2000 (the "Effective Date"), is entered into by and between BellSouth Telecommunications, Inc. ("BellSouth"), a Georgia corporation, and MCImetro Access Transmission Services, L.L.C. ("MCIm"), a Delaware corporation, and to establish the rates, terms and conditions for interconnection, local resale, ancillary services and purchase of unbundled network elements (individually referred to as the "Service" or collectively as the "Services"). BellSouth and MCIm may be referred to in this Agreement individually as a "Party" and collectively as the "Parties."

WHEREAS, the Parties wish to interconnect their local exchange networks in a technically and economically efficient manner for the transmission and termination of calls ("Interconnection"); and

WHEREAS, MCIm wishes to purchase Services for resale to others and BellSouth is willing to provide such service pursuant to the terms and conditions of this Agreement; and

WHEREAS, MCIm wishes to purchase on an unbundled basis Network Elements, and BellSouth is willing to provide such Services subject to the terms and conditions of this Agreement; and

WHEREAS, MCIm wishes to purchase ancillary services such as access to poles, ducts conduits and rights of way and collocation of equipment at BellSouth's facilities on the terms and subject to the conditions of this Agreement; and

WHEREAS, the Parties intend the rates, terms and conditions of this Agreement, and their performance of obligations thereunder, to comply with the Communications Act of 1934, as amended by the Telecommunications Act of 1996 (the "Act"), the applicable rules and regulations of the Federal Communications Commission ("FCC") in effect, and the orders, rules and regulations of the state regulatory body.

Now, therefore, in consideration of the terms and conditions contained herein, BellSouth and MCIm hereby mutually agree as follows:

PART A
GENERAL TERMS AND CONDITIONS

Section 1. Scope of this Agreement

1.1 This Agreement, including General Terms and Conditions (Parts A and B), and all Attachments hereto, specifies the rights and obligations of each Party with respect to the purchase and sale of Interconnection, Local Resale, Network Elements and ancillary services. This PART A sets forth the general terms and conditions governing this Agreement. Certain terms used in this Agreement shall have the meanings defined in PART B -- DEFINITIONS, or as otherwise elsewhere defined throughout this Agreement. Other terms used but not defined herein have the meanings ascribed to them in the Act and the applicable FCC Rules and Regulations in effect.

LIST OF ATTACHMENTS:

1. Price Schedule
2. Local Resale
3. Network Elements
4. Interconnection
5. Collocation
6. Rights of Way
7. Number Portability
8. Business Process Requirements
9. Ancillary Services
10. Performance Measurements

1.2 The Parties shall provide the Services pursuant to this Agreement. **BellSouth shall provide the services in any combination requested by MCIm.** Except as provided in this Agreement, BellSouth shall not discontinue or refuse to provide any service provided or required hereunder.

1.3 BellSouth must operate its network and provision Services in a manner that avoids unfair discrimination and anticompetitive effects, and must endeavor to provide MCIm with service of at least the same quality that it provides to itself.

Section 2. Regulatory Approvals

2.1 This Agreement, and any amendment or modification hereof, will be submitted to the state regulatory body for approval in accordance with Section 252 of the Act. Should the state regulatory body deny approval of the Agreement or any part thereof, the Parties agree to consider whether

any additional and appropriate judicial or administrative efforts are necessary to gain approval of said part or Agreement. If it is mutually determined that the part or Agreement must be renegotiated to gain approval by the state regulatory body, the Parties agree to do so on an expedited basis. If the Parties fail to reach agreement, either Party may seek resolution pursuant to Section 22 (Dispute Resolution Procedures) of this Agreement. BellSouth shall be responsible for filing the Agreement with the appropriate regulatory authority. Filing fees will be divided equally between the Parties. To the extent public interest notice is required, MCIm shall be responsible for such publication, and the costs thereof shall be divided equally between the Parties.

2.2. In the case of a conflict between a provision of this Agreement and a tariff filed by either Party, the conflict shall be resolved in favor of this Agreement.

2.3 In the event that any effective and applicable legislative, regulatory, judicial or other legal action materially affects any material terms of this Agreement, or the ability of MCIm or BellSouth to perform any material terms of this Agreement, or makes any provision hereof unlawful, or in the event a judicial or administrative stay of such action is not sought or granted, MCIm or BellSouth may, on thirty (30) days written notice (delivered not later than thirty (30) days following the date on which such action has become legally binding and effective) require that such terms be renegotiated, and the Parties shall renegotiate in good faith such mutually acceptable new terms as may be required. In the event that such new terms are not renegotiated within ninety (90) days after such notice, either Party may invoke the procedures of Section 22 (Dispute Resolution Procedures) of this Part A.

2.4 The Parties intend that any additional services negotiated and agreed to by the Parties relating to the subject matter of this Agreement will be incorporated into this Agreement by amendment.

2.5 BellSouth shall make available, pursuant to 47 USC § 252(i) and the FCC rules and regulations regarding such availability, to MCIm, at the same rates, and on the same terms and conditions, any interconnection, service, or network element provided under any other agreement filed and approved pursuant to 47 USC § 252. The adopted interconnection, service, or network element and agreement shall apply to the same states as such other agreement and for the identical term of such other agreement.

Section 3. Term of Agreement

3.1 This Agreement becomes binding upon execution by the Parties and will continue for a period of 3 years, unless earlier terminated in accordance with Section 19 (Termination) of this Part A. No later than 270 days prior to the expiration of this Agreement, the Parties agree to commence negotiations with regard to the terms, conditions and prices of a follow on agreement for the provision of services to be effective on or before the expiration date of this Agreement ("Follow-on Agreement").

3.2 If, within 135 days of commencing the negotiation referenced above, the Parties are unable to satisfactorily negotiate new terms, conditions and prices, either Party may petition the State regulatory body to establish an appropriate Follow-on Agreement pursuant to 47 U.S.C. Sec. 252. The Parties agree that in such event they shall encourage the State regulatory body to issue its order regarding such Follow-on Agreement no later than the expiration date of this Agreement. The Parties further agree that in the event the State regulatory body does not issue its order by the expiration date of this Agreement or if the Parties continue beyond the expiration date of this Agreement to negotiate without State regulatory body intervention, the terms, conditions and prices ultimately ordered by the State regulatory body, or negotiated by the Parties, will be effective retroactive to the day following the expiration date of this Agreement. Until the Follow-on Agreement becomes effective, and subject to Section 3.3 below, BellSouth shall provide Services pursuant to the terms, conditions and prices of this Agreement that are then in effect.

3.3 Notwithstanding the foregoing, in the event that as of the date of expiration of this Agreement, the Parties have not entered into a Subsequent Agreement and either no arbitration proceeding has been filed in accordance with Section 3.2 above, or the Parties have not mutually agreed (where permissible) to extend the arbitration window for petitioning the applicable Commission(s) for resolution of those terms upon which the Parties have not agreed, then either Party may terminate this Agreement upon sixty (60) days notice to the other Party. In the event that BellSouth terminates this Agreement as provided above, BellSouth shall continue to offer services to MCIm pursuant to the terms, conditions and rates set forth in BellSouth's Statement of Generally Available Terms (SGAT) to the extent an SGAT has been approved by the applicable Commission(s). If any state Commission has not approved a BellSouth SGAT, then upon BellSouth's termination of this Agreement as provided herein, BellSouth will continue to provide services to MCIm pursuant to BellSouth's then current standard interconnection agreement. In the event that the SGAT or BellSouth's standard interconnection agreement becomes effective as between the Parties, the Parties may continue to negotiate a Subsequent Agreement, and the terms of such Subsequent Agreement shall be effective retroactive to the day following expiration of this Agreement. Nothing herein shall be deemed to prevent MCIm from

adopting an interconnection agreement between BellSouth and a third party pursuant to 47 CFR 51.809.

Section 4. Charges and Payment

In consideration of the Services provided under this Agreement, the Parties shall pay the charges set forth in Attachment 1. The billing and payment procedures for charges incurred hereunder are set forth in Attachment 8.

Section 5. Assignment and Subcontract

5.1 Any assignment by either Party to any non-affiliated entity of any right, obligation or duty, or of any other interest hereunder, in whole or in part, without the prior written consent of the other Party shall be void. A Party may assign this Agreement or any right, obligation, duty or other interest hereunder to an Affiliate company of the Party without the consent of the other Party upon written notice. The Parties agree to execute an amendment to this Agreement in a timely manner reflecting any such assignment. All obligations and duties of any Party under this Agreement shall be binding on all successors in interest and assigns of such Party. No assignment or delegation hereof shall relieve the assignor of its obligations under this Agreement in the event that the assignee fails to perform such obligations.

5.2 If any Party's obligation under this Agreement is performed by a subcontractor or affiliate, the Party subcontracting the obligation nevertheless shall remain fully responsible for the performance of this Agreement in accordance with its terms, and shall be solely responsible for payments due its subcontractors or affiliates. No subcontractor or affiliate shall be deemed a third party beneficiary for any purposes under this Agreement.

Section 6. Compliance with Laws

All terms, conditions and operations under this Agreement shall be performed in accordance with all applicable laws, regulations and judicial or regulatory decisions of all duly constituted governmental authorities with appropriate jurisdiction, and this Agreement shall be implemented consistent with the applicable rules and regulations of the FCC and the state regulatory body in effect. Each Party shall be responsible for obtaining and keeping in effect all FCC, state commission, franchise authority and other regulatory approvals that may be required in connection with the performance of its obligations under this Agreement. In the event the basis for this Agreement (e.g., the Act, FCC Rules and Regulations, orders of the state regulatory body) is held to be invalid or changed for any reason, this Agreement shall survive, and subject to Section 3 of

these General Terms and Conditions, the Parties shall promptly renegotiate any provisions of this Agreement, which in the absence of such invalidated or changed Act, Rule or Regulation are insufficiently clear to be effectuated.

Section 7. Governing Law

This Agreement shall be governed by and construed in accordance with applicable federal law and the laws of the state of Georgia, without regard to its conflicts of laws principles.

Section 8. Relationship of Parties

Each Party is an independent contractor, and has and hereby retains the right to exercise full control of and supervision over its own performance of its obligations under this Agreement and retains full control over the employment, direction, compensation and discharge of all employees assisting in the performance of such obligations.

Section 9. No Third Party Beneficiaries

The provisions of this Agreement are for the benefit of the Parties hereto and not for any other person. This Agreement shall not provide any person not a Party hereto with any remedy, claim, liability, reimbursement, claim of action, or other right in excess of those existing without reference hereto.

Section 10. Intellectual Property Rights and Indemnification

10.1 Any intellectual property which originates from or is developed by a Party shall remain in the exclusive ownership of that Party. Except for a limited license to use patents or copyrights to the extent necessary for the Parties to use any facilities or equipment (including software) or to receive any service solely as provided under this Agreement, no license in patent, copyright, trademark or trade secret, or other proprietary or intellectual property right now or hereafter owned, controlled or licensable by a Party, is granted to the other Party or shall be implied or arise by estoppel. It is the responsibility of each Party to ensure at no additional cost to the other Party that it has obtained any necessary licenses in relation to intellectual property of third parties used in its network that may be required to enable the other Party to use any facilities or equipment (including software), to receive any service, or to perform its respective obligations under this Agreement.

10.2 The Party providing a service pursuant to this Agreement shall defend the Party receiving such service or data provided as a result of such service against claims of infringement arising solely from the use by the receiving Party of such service and shall indemnify the receiving Party

for any damages awarded based solely on such claims in accordance with Section 11 of this Part A.

10.3 In the event that use of any facilities or equipment (including software), becomes or, in reasonable judgment of the Party who owns the affected network is likely to become, the subject of a claim, action, suit, or proceeding based on intellectual property infringement, then said Party shall promptly and at its sole expense, but subject to the limitations of liability set forth below:

(i) modify or replace the applicable facilities or equipment (including software) while maintaining form and function, or (ii) obtain a license sufficient to allow such use to continue. In the event (i) or (ii) are commercially unreasonable, then said Party may, (iii) terminate, upon reasonable notice, this contract with respect to use of, or services provided through use of, the affected facilities or equipment (including software), but solely to the extent required to avoid the infringement claim.

10.4 Neither Party's obligations under this Section shall apply to the extent the infringement is caused by: (i) modification of the facilities or equipment (including software) by the indemnitee; (ii) use by the indemnitee of the facilities or equipment (including software) in combination with equipment or facilities (including software) not provided or authorized by the indemnitor provided the facilities or equipment (including software) would not be infringing if used alone; (iii) conformance to specifications of the indemnitee which would necessarily result in infringement; or (iv) continued use by the indemnitee of the affected facilities or equipment (including software) after being placed on notice to discontinue use as set forth herein.

10.5 The foregoing shall constitute the Parties' sole and exclusive remedies and obligations with respect to a third party claim of intellectual property infringement arising out of the conduct of business under this Agreement.

Section 11 Indemnification and Liability

11.1. Liability Cap.

11.1.1 With respect to any claim or suit, whether based in contract, tort or any other theory of legal liability, by MCIm, any MCIm customer or by any other person or entity, for damages associated with any of the services provided by BellSouth pursuant to or in connection with this Agreement, including but not limited to the installation, provision, preemption, termination, maintenance,

repair or restoration of service, and subject to the provisions of the remainder of this Section, BellSouth's liability shall be limited to an amount equal to the proportionate charge for the service provided pursuant to this Agreement for the period during which the service was affected. Notwithstanding the foregoing, claims for damages by MCIm, any MCIm customer or any other person or entity resulting from the gross negligence or willful misconduct of BellSouth **and claims for damages by MCIm resulting from the failure of BellSouth to honor in one or more material respects any one or more of the material provisions of this Agreement** shall not be subject to such limitation of liability.

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

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

11.3 Neither Party shall be liable for damages to the other Party's terminal location, Interconnection Point or the other Party's customers' premises resulting from the furnishing of a service, including but not limited to the installation and removal of equipment and associated wiring, except to the extent the damage is caused by such Party's gross negligence or willful misconduct, or by a Party's failure properly to ground a local loop after disconnection using sound engineering principles.

{ BellSouth language -- 11.4 Limitations in Tariffs. A Party may, in its sole discretion, provide in its tariffs and contracts with its Customer and third parties that relate to any service, product or function provided or contemplated under this Agreement, that to the

maximum extent permitted by Applicable Law, such Party shall not be liable to Customer or third Party for (i) any loss relating to or arising out of this Agreement, whether based in contract, tort or otherwise, that exceeds the amount such Party would have charged that applicable person for the service, product or function that gave rise to such loss and (ii) consequential damages. To the extent that a Party elects not to place in its tariffs or contracts such limitations of liability, and the other Party incurs a loss as a result thereof, such Party shall indemnify and reimburse the other Party for that portion of the Loss that would have been limited had the first Party included in its tariffs and contracts the limitations of liability that such other Party included in its own tariffs at the time of such loss.

11.5 Under no circumstance shall a Party be responsible or liable for indirect, incidental, or consequential damages, including, but not limited to, economic loss or lost business or profits, damages arising from the use or performance of equipment or software, or the loss of use of software or equipment, or accessories attached thereto, delay, error, or loss of data. In connection with this limitation of liability, each Party recognizes that the other Party may, from time to time, provide advice, make recommendations, or supply other analyses related to the Services, or facilities described in this Agreement, and, while each Party shall use diligent efforts in this regard, the Parties acknowledge and agree that this limitation of liability shall apply to provision of such advice, recommendations, and analyses.}

11.6 The Party providing services under this Agreement, its affiliates and its parent company shall be indemnified, defended and held harmless by the Party receiving such services against any claim, loss or damage arising from the receiving Party's use of the services provided under this Agreement, involving: 1) claims for libel, slander, invasion of privacy or copyright infringement arising from the content of the receiving Party's own communications; 2) any claim, loss, or damage claimed by the receiving Party's customer(s) arising from such customer's use of any service, including 911/E911, that the customer has obtained from the receiving Party and that the receiving Party has obtained from the supplying Party under this Agreement; or 3) all other claims arising out of an act or omission of the receiving Party in the course of using services provided pursuant to this Agreement. Notwithstanding the foregoing, to the extent that a claim, loss or damage is caused by the gross negligence or willful misconduct of a supplying Party the receiving Party shall have no obligation to indemnify, defend and hold harmless the supplying Party hereunder. Nothing herein is intended to modify or alter in any way the indemnification obligations set forth in Section 10, supra, relating to intellectual property infringement.

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

11.8 Promptly after receipt of notice of any claim or the commencement of any action for which a Party may seek indemnification pursuant to this Section, such Party (the "Indemnified Party") shall promptly give written notice to the other Party (the "Indemnifying Party") of such claim or action, but the failure to so notify the Indemnifying Party shall not relieve the Indemnifying Party of any liability it may have to the Indemnified Party except to the extent the Indemnifying Party has actually been prejudiced thereby. The Indemnifying Party shall be obligated to assume the defense of such claim, at its own expense. The Indemnified Party shall cooperate with the Indemnifying Party's reasonable requests for assistance or information relating to such claim, at the Indemnifying Party's expense. The Indemnified Party shall have the right to participate in the investigation and defense of such claim or action, with separate counsel chosen and paid for by the Indemnified Party. Unless the Indemnified Party chooses to waive its rights to be indemnified further in any claim or action, the Indemnified Party's counsel shall not interfere with the defense strategy chosen by the Indemnifying Party and its counsel, and the Indemnified Party's counsel shall not raise any claims, defenses, or objections or otherwise take a course of action in representation of the Indemnified Party when such course of action might be in conflict with a course of action or inaction chosen by the Indemnifying Party. The Indemnifying Party is not liable under this Section 11 for settlements or compromises by the Indemnified Party of any claim, demand, or lawsuit unless the Indemnifying Party has approved the settlement or compromise in advance or unless the Indemnified Party has tendered the defense of the claim, demand, or lawsuit to the Indemnifying Party in writing and the Indemnifying Party has failed to promptly undertake the defense.

11.9 Both Parties agree that they, at their own cost and expense, shall maintain throughout the term of this Agreement, all insurance required by law or required under this Agreement, and may at their own cost and expense purchase insurance or self-insure for their employer, public, professional and legal liabilities. No limit of liability on any policy, no program or self-insurance, nor any failure to maintain adequate insurance coverage shall limit the direct or indirect liability of either Party.

11.10 Insurance

11.10.1 Each Party shall, at its sole cost and expense, procure, maintain, and

keep in force insurance as specified in this Article VI and underwritten by insurance companies licensed to do business in the states applicable under this Attachment and having a Best's Insurance Rating of A-VIII.

11.10.2 Each Party shall maintain the following specific coverage:

11.10.2.1 Commercial General Liability coverage in the amount of ten million dollars ($10,000,000) or a combination of Commercial General Liability and Excess/Umbrella coverage totaling not less than ten million dollars ($10,000,000). The other Party shall be named as an Additional Insured on the Commercial General Liability policy(s) as specified herein.

11.10.2.2 Statutory Workers Compensation coverage and Employers Liability coverage in the amount of one hundred thousand dollars ($100,000) each accident, one hundred thousand dollars ($100,000) each employee by disease, and five hundred thousand dollars ($500,000) policy limit by disease.

11.10.2.3 MCIm shall maintain All Risk Property coverage on a full replacement cost basis insuring all of the MCIm's real and personal property situated on or within BellSouth's Central Office location(s).

11.10.3 All policies purchased by either Party shall be deemed to be primary and not contributing to or in excess of any similar coverage purchased by the other Party. If either Party fails to maintain required coverage, the other Party may pay the premiums thereon and seek reimbursement of same from the Party failing to maintain required coverage. Required coverage must be effective upon execution of this Agreement.

11.10.4 Each Party shall submit certificates of insurance reflecting the coverage required pursuant to this Section within 30 days after execution of this Agreement. Failure to meet this interval may result in construction and equipment installation delays. Each Party shall arrange for the other Party to receive thirty-_(30) days' advance notice of cancellation from an insurance company. Each Party shall forward a certificate of insurance and notice of cancellation/non-renewal to the other Party at the following addresses:

For BellSouth:

BellSouth Telecommunications, Inc.
Attn: Risk Management Coordinator
675 W. Peachtree Street

Rm. 17H53

Atlanta, Georgia 30375

For MCIm:

To the general notice provision in the Agreement

11.10.5 For collocation, MCIm must conform to recommendations made by BellSouth's fire insurance company to the extent BellSouth has agreed to, or shall hereafter agree to, such recommendations. BellSouth shall provide MCIm with a list of all such recommendations when they are made.

11.10.6 Self-Insurance: If either Party's net worth exceeds five hundred million dollars ($500,000,000), such Party may elect to request self-insurance status in lieu of obtaining any of the insurance required in this Sections 8.2.1, 8.2.3, and 8.2.4. Such Party shall provide audited financial statements to the other Party. The other Party shall then review such audited financial statements and respond in writing to the Party desiring to self-insure in the event that self-insurance status is not granted to such Party. If self-insurance is approved, the self-insuring Party shall annually furnish to the other Party, and keep current, evidence of such net worth that is attested to by one of the self-insuring Party's corporate officers. The ability to self-insure shall continue so long as the self-insuring Party meets all of the requirements of this Section. If the self-insuring Party subsequently no longer satisfies this Section, such Party is required to purchase insurance as indicated by Sections 8.2.1, 8.2.3, and 8.2.4.

11.10.7 The net worth requirements set forth in Subsection 8.7 may be increased by the non-self-insuring Party from time to time during the term of this Attachment upon thirty (30) days notice to the self-insuring Party.

11.10.8 Failure to maintain the insurance required in this Section will be deemed a material breach of this Attachment.

{ BellSouth language --11.11 EXCEPT AS EXPRESSLY PROVIDED UNDER THIS AGREEMENT, NEITHER PARTY HERETO MAKES OR RECEIVES ANY WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE SERVICES, FACILITIES, FUNCTIONS AND PRODUCTS PROVIDED UNDER OR CONTEMPLATED BY THIS AGREEMENT, AND THE PARTIES DISCLAIM THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARISING FROM COURSE OF PERFOMRANCE, COURSE OF DEALING OR FROM USAGES OF TRADE.}

Section 12. Continuing Obligations

12.1 BellSouth agrees that Interconnection must be provided in a competitively neutral fashion, at any technically feasible point within its network as stated in this Agreement and that such interconnection must

contain all the same features, functions and capabilities, and be at least equal in quality to the level provided by BellSouth to itself, its Affiliates, and other telecommunications carriers.

12.2 BellSouth agrees that it shall provide to MCIm on a nondiscriminatory basis unbundled Network Elements and ancillary services as set forth in this Agreement and the operations support systems as set forth in this Agreement. BellSouth further agrees that these services, or their functional components, must contain all the same features, functions and capabilities and be provided at a level of quality at least equal to the level which it provides to itself , its Affiliates, and other telecommunications carriers.

12.3. BellSouth agrees that it shall provide to MCIm nondiscriminatory access to, poles, ducts, conduits, and rights of way owned or controlled by BellSouth in accordance with the requirements of Section 224 of the Act.

12.4 The Parties shall provide, in a competitively neutral fashion, INP and LNP as set forth herein and in accordance with the applicable rules, regulations and orders of the FCC and this Commission.

12.5 BellSouth agrees that it shall provide to MCIm, in a competitively neutral fashion, dialing parity for local exchange service and interexchange service pursuant to the applicable rules, regulations and orders of the state regulatory body and the FCC in effect.

12.6 BellSouth agrees that order entry, provisioning, installation, trouble resolution, maintenance, billing, and service quality with respect to Local Resale must be provided at least as expeditiously as BellSouth provides for itself or for its own retail local service or to others, or to its Affiliates, and that it shall provide such services to MCIm in a competitively neutral fashion.

12.7 BellSouth agrees that it shall provide on a nondiscriminatory basis space on its premises for physical or virtual collocation, as MCIm may specify, for equipment necessary for MCIm's interconnection and access to unbundled network elements.

Section 13. Notices

Except as otherwise provided herein, all notices or other communication hereunder shall be deemed to have been duly given when made in writing and delivered in person by overnight courier, or deposited in the United States mail, certified mail, postage prepaid, return receipt requested and addressed as follows:

To MCIm: MCImetro Access Transmission Services, L.L.C.
8521 Leesburg Pike
Vienna, VA 22182
Attn: Vice President, Network Financial Mgmt.

Copy to: Chief Counsel – Business Transactions
MCI Communications Corporation
1801 Pennsylvania Ave, N.W.
Washington, DC 20006

Vice President – Eastern Telco Line Cost
MCI WorldCom, Inc.
2520 Northwinds Parkway, 5th Floor
Alpharetta, GA 30004

Commercial Counsel
MCI WorldCom, Inc.
2520 Northwinds Parkway, 5th Floor
Alpharetta, GA 30004

To BellSouth: AVP – MCIm Account Team
BellSouth Telecommunications, Inc.
1960 W. Exchange Pl., Ste. 402
Tucker, GA 30084

Copy to: General Attorney-Interconnection
BellSouth Telecommunications, Inc
Suite 4300
675 W. Peachtree Street, N.E.
Atlanta, Georgia 30375

If personal delivery or courier is selected to give notice, a receipt of such delivery shall be obtained. The address to which notices or communications may be given to either Party may be changed by written notice given by such Party to the other pursuant to this Section 13.

Section 14. Remedies

14.1 The obligations of BellSouth and the Services offered under this Agreement are unique. Accordingly, in addition to any other available rights or remedies, MCIm may seek specific performance as a remedy.

14.2 All rights of termination, cancellation or other remedies prescribed in this Agreement, or otherwise available, are cumulative and are not intended to be exclusive of other remedies to which the injured Party may be entitled at law or

equity in case of any breach or threatened breach by the other Party of any provision of this Agreement. Use of one or more remedies shall not bar use of any other remedy for the purpose of enforcing the provisions of this Agreement.

Section 15. Waivers

15.1 No waiver of any provisions of this Agreement and no consent to any default under this Agreement shall be effective unless the same shall be in writing and properly executed by or on behalf of the Party against whom such waiver or consent is claimed.

15.2 No course of dealing or failure of any Party to strictly enforce any term, right, or condition of this Agreement in any instance shall be construed as a general waiver or relinquishment of such term, right or condition.

15.3 Waiver by either Party of any default by the other Party shall not be deemed a waiver of any other default.

Section 16. Survival

The following provisions of this Part A shall survive the expiration or termination of this Agreement: Sections 10, 11, 19, 20, 24 and 25, and any other obligations expressly required to be performed after the expiration or termination of the Agreement.

Section 17. Force Majeure

Neither Party shall be held liable for any delay or failure in performance of any part of this Agreement from any cause beyond its control and without its fault or negligence, such as acts of God, acts of civil or military authority, embargoes, epidemics, war, terrorist acts, riots, insurrections, fires, explosions, earthquakes, strikes, nuclear accidents, floods, power blackouts, or unusually severe weather. In the event of any such excused delay in the performance of a Party's obligations(s) under this Agreement, the due date for the performance of the original obligation(s) shall be extended by a term equal to the time lost by reason of delay. In the event of such delay, the delaying Party shall perform its obligations at a performance level no less than that which it uses for its own operations and shall resume performance in a nondiscriminatory manner.

Section 18. Non-Discriminatory Treatment

If as a result of any proceeding or filing before any Court, State Commission, or the Federal Communications Commission, voluntary agreement or arbitration proceeding pursuant to the Act or pursuant to any applicable state law, BellSouth becomes obligated to provide Services and

Elements, whether or not presently covered by this Agreement, to a third party at rates or on terms and conditions more favorable to such third party than the applicable provisions of this Agreement, MCIm shall have the option to substitute such more favorable rates, terms, and conditions for the relevant provisions of this Agreement which shall apply to the same States as such other Party, and such substituted rates, terms or conditions shall be deemed to have been effective under this Agreement as of the date such substituted rates, terms, or conditions are requested by MCIm. ~~effective date thereof.~~ **BellSouth shall** post on its web site ~~provide to MCIm~~ **any BellSouth agreement between BellSouth and any third party within fifteen (15) days of the filing of such agreement with any state Commission**.

Section 19. Termination

19.1 In the event of breach of any material provision of this Agreement by either Party, the non-breaching Party shall give the other Party written notice thereof, and:

19.1.1 If such material breach is for non-payment of amounts due hereunder pursuant to Attachment 8, the breaching Party shall cure such breach within thirty (30) days of receiving such notice. The non-breaching Party shall be entitled to pursue all available legal and equitable remedies for such breach. Amounts disputed in good faith and withheld shall not be deemed "amounts due hereunder" for the purpose of this provision.

19.1.2 If such material breach is for any failure to perform in accordance with this Agreement, which adversely affects the non-breaching Party's customers, the non-breaching Party shall give notice of the breach and the breaching Party shall cure such breach to the non-breaching Party's reasonable satisfaction within ten (10) business days, and if the breaching Party does not, the non-breaching Party may, at its sole option, terminate this Agreement, or any parts hereof. The non-breaching Party shall be entitled to pursue all available legal and equitable remedies for such breach. Notice under this Subsection 18.1.2 may be given electronically or by facsimile and in such case shall be deemed received when sent.

19.1.3 If such material breach is for any other failure to perform in accordance with this Agreement, the breaching Party shall cure such breach to the non-breaching Party's reasonable satisfaction within forty-five (45) days, and if it does not, the non-breaching Party may, at is sole option terminate this Agreement, or any parts hereof. The non-breaching Party shall be entitled to pursue all available legal and equitable remedies for such breach.

19.2 MCIm may terminate any Services provided under this Agreement upon thirty (30) days written notice to BellSouth unless a different notice period or different conditions are specified for termination of such Services in this Agreement, or pursuant to any applicable tariff, in which event such specific period or conditions shall apply. Where there is no such different notice period or different condition specified, MCIm's liability shall be limited to payment of the amounts due for any terminated Service(s)provided up to and including the date of termination. Notwithstanding the foregoing, the provisions of section 11, supra, shall still apply. Upon termination, BellSouth agrees to cooperate in an orderly and efficient transition to MCIm or another vendor such that the level and quality of the Services is not degraded and to exercise its best efforts to effect an orderly and efficient transition. MCIm agrees that it may not terminate the entire Agreement pursuant to this section.

Section 20. Confidentiality and Publicity

20.1 All confidential or proprietary information disclosed by either Party during the negotiations and the term of this Agreement shall be protected by the Parties in accordance with the terms of this Section 19. All information which is disclosed by one Party ("Disclosing Party") to the other ("Recipient") in connection with this Agreement, or acquired in the course of performance of this Agreement, shall be deemed confidential and proprietary to the Disclosing Party and subject to this Agreement, such information including but not limited to, network, financial, marketing, and staffing information, proposals, requests for proposals, business plans, strategic information, specifications, costs, procedures, processes, business systems, software programs, orders for services, customer account data, call detail records,usage information in any form, and Customer Proprietary Network Information ("CPNI") as that term is defined by the Act and the rules and regulations of the FCC (collectively, Disclosing Party's "Confidential Information").

20.1.1 Recipient shall (i) use Confidential Information only for the purpose of performing under this Agreement, (ii) hold Confidential Information in confidence and disclose it only to employees who have a need to know it in order to perform under this Agreement, and (iii) safeguard Confidential Information from unauthorized use or disclosure using no less than the degree of care with which Recipient safeguards it own Confidential Information. If Recipient wishes to disclose the Disclosing Party's Confidential Information to a third party agent or consultant in order to perform Recipient's obligations hereunder, such third party shall have executed a written agreement comparable in scope to the terms of this Section 20.

20.1.1.1 Notwithstanding the provisions of Section 20.1.1, under no circumstances will BellSouth disclose MCIm's Confidential Information to, or permit access to MCIm's Confidential Information by, the retail operations or any employee thereof, or the retail customer representatives of, BellSouth or any BellSouth Affiliate, or any independent contractors to any of the foregoing, and BellSouth and any BellSouth Affiliate shall take **all {reasonable measures-- BST language} {actions necessary – MCIm language}** to ensure that any such retail operations and any employees thereof, their respective retail customer representatives, and any independent contractors of any of the foregoing, cannot access MCIm's Confidential Information. **In the event that the retail operations, any employees thereof, or retail customer representatives of BellSouth or any BellSouth Affiliate, or any independent contractors to any of the foregoing, possess or have knowledge of any MCIm Confidential Information, that fact will establish a rebuttable presumption that BellSouth breached its obligations under this Section 20, and BellSouth will bear the full burden of showing that BellSouth as to such Confidential Information is subject to one or more of the exceptions set forth in Section 20.1.2.**

20.1.2 Recipient shall have no obligation to safeguard Confidential Information (i) which was in the Recipient's possession free of restriction prior to its receipt from Disclosing Party, (ii) which becomes publicly known or available through no breach of this Agreement by Recipient, (iii) which is lawfully acquired by Recipient free of restrictions on its disclosure, (iv) which is independently developed by personnel of Recipient to whom the Disclosing Party's Confidential Information had not been previously disclosed, or (v) which Disclosing Party in writing authorizes Recipient to disclose without restriction. Recipient may disclose Confidential Information if required by law, a court, or governmental agency, provided that Disclosing Party has been notified of the requirement promptly after Recipient becomes aware of the requirement, and provided that Recipient undertakes all lawful measures to avoid disclosing such information until Disclosing Party has had reasonable time to obtain a protective order. Recipient agrees to comply with any protective order that covers the Confidential

Information to be disclosed.

20.1.3 Each Party agrees that Disclosing Party would be irreparably injured by a breach of this Section 20 by Recipient or its representatives and that Disclosing Party shall be entitled to seek equitable relief, including injunctive relief and specific performance, in the event of any breach of this Section 20. Such remedies shall not be exclusive, but shall be in addition to all other remedies available at law or in equity.

20.2 CPNI related to MCIm's customers obtained by virtue of Local Interconnection or any other Service provided under this Agreement shall be MCIm's Confidential Information and may not be used by BellSouth for any purpose except performance of its obligations under this Agreement, and in connection with such performance, shall be disclosed only to employees with a need to know, unless the MCIm customer expressly directs MCIm to disclose such information to BellSouth pursuant to the requirements of Section 222(c)(2) of the Act. In the event such authorization is obtained, BellSouth may use or disclose only such information as MCIm provides pursuant to such authorization and may not use information that BellSouth has otherwise obtained, directly or indirectly, in connection with its performance under this Agreement. CPNI related to BellSouth's customers obtained by virtue of Local Interconnection or any other Service provided under this Agreement shall be BellSouth's Confidential Information and may not be used by MCIm for any purpose except performance of its obligations under this Agreement, and in connection with such performance shall be disclosed only to employees with a need to know, unless the BellSouth customer expressly directs BellSouth to disclose such information to MCIm pursuant to the requirements of Section 222(c)(2) of the Act. In the event such authorization is obtained, MCIm may use or disclose only such information as BellSouth provides pursuant to such authorization and may not use information that MCIm has otherwise obtained, directly or indirectly, in connection with its performance under this Agreement.

20.3 Unless otherwise mutually agreed upon, neither Party shall publish or use the other Party's logo, trademark, service mark, name, language, pictures, or symbols or words from which the other Party's name may reasonably be inferred or implied in any product, service, advertisement, promotion, or in connection with any sales or marketing activity or any other publicity matter.

20.4 Neither Party shall produce, publish or distribute any press release or other publicity referring to the other Party or its Affiliates, or announcing the execution or discussing the terms of this Agreement without prior notice to the other Party. In no event shall either Party mischaracterize

the contents of this Agreement in any public statement or in any representation to a governmental entity or member thereof.

20.5 Except as otherwise expressly provided in this Section 20, nothing herein shall be construed as limiting the rights of either Party with respect to its customer information under any applicable law, including without limitation Section 222 of the Act.

20.6 The Parties' rights and obligations under this Section 20 shall survive and continue in effect until four (4) years after the expiration or termination date of this Agreement with regard to all Confidential Information exchanged during the term of this Agreement. Thereafter, the parties' rights and obligations hereunder survive and continue in effect with respect to any Information that is a trade secret under applicable law.

Section 21. Audits and Inspections

21.1 The following audit procedures shall apply.

21.1.1 Subject to reasonable security requirements and except as may be otherwise specifically provided in this Agreement, either Party may audit the other Party's books, records and other documents once in each Contract Year for the purpose of evaluating the accuracy of the other Party's billing and invoicing. The auditing party shall employ a mutually acceptable independent third party auditor for this purpose. Such audit shall take place at a time and place agreed on by the Parties no later than thirty (30) days after notice thereof to the Party being audited.

21.1.2 The Party being audited shall promptly correct any billing error that is revealed in an audit, including making refund of any overpayment by the other Party in the form of a credit on the invoice and charging for any underpayments for the first full billing cycle after the Parties have agreed upon the accuracy of the audit results. Any Disputes concerning audit results shall be resolved pursuant to the Dispute Resolution Procedures described in this Part A.

21.1.3 The Parties shall cooperate fully in any such audit, providing the independent auditors reasonable access to employees and books, records and other documents reasonably necessary to assess the accuracy of the audited Party's bills.

21.1.4 Either Party may audit books, records and documents of the other Party more than once during any Contract Year if the previous audit found previously uncorrected net variances or errors in invoices in the auditing Party's favor with an aggregate value of

at least ten percent (10%) of the amounts payable by the other Party for Services provided during the period covered by the audit.

21.1.5 Audits shall be at the auditing Party's expense, subject to reimbursement by the other Party in the event that an audit finds an adjustment in the charges or in any invoice paid or payable by the auditing Party hereunder by an amount that is, on an annualized basis, greater than ten percent (10%) of the aggregate charges for the Services during the period covered by the audit.

21.1.6 Upon (i) the discovery by the audited Party of overcharges not previously reimbursed to the auditing Party or (ii) the resolution of disputed audits, the audited Party shall promptly reimburse the other Party the amount of any overpayment with interest at the rate set forth in Attachment 8. In no event, however, shall interest be assessed on any previously assessed or accrued late payment charges.

21.2 The following shall apply to usage audits for call transport and termination:

{BST language -- 21.2.1 Percent Local Usage. Each Party will report to the other a Percentage Local Usage ("PLU"). For purposes of developing the PLU, each Party shall consider every local call and every long distance call, excluding transit traffic. By the first of January, April, July and October of each year, BellSouth and MCIm shall provide a positive report monthly **updating the PLU.}{**MCI language -- The Parties shall use calling party number information, where available, to determine PLUs. Where calling party number information is not available, the Parties shall use their best efforts to estimate an accurate PLU.}{BST language -- **Where the PLU is utilized to determine call jurisdiction and where the terminating Party has message recording technology that can be used to correctly identify the jurisdiction of traffic terminated as defined in this Agreement, such information, in lieu of the PLU factor, shall, at the terminating Party's option, be utilized by the terminating Party to determine the appropriate local usage compensation to be paid.}**

21.2.2 {BST language --**Percent Interstate Usage. For combined interstate and intrastate MCIm traffic terminated by BellSouth over the same facilities, MCIm will be required to provide a projected Percentage**

Interstate Usage ("PIU") to BellSouth. All jurisdictional report requirements, rules and regulations for Interexchange Carriers specified in BellSouth's Intrastate Access Services Tariff will apply to MCIm. After interstate and intrastate traffic percentages have been determined by use of PIU procedures, the PLU factor will be used for application and billing of local interconnection. Where the PIU and PLU are utilized to determine call jurisdiction and where the terminating Party has message recording technology that can be used to correctly identifies the jurisdiction of traffic terminated as defined in this Agreement, such information, in lieu of the PIU and PLU factors, shall, at the terminating Party's option, be utilized by the terminating Party to determine the appropriate local usage compensation to be paid.}

{ MCI language -- 21.2.3 Subject to reasonable security requirements and at the expense of the auditing Party, either Party may audit the books, records and other documents, including but not limited to PIU and PLU reports, of the other Party for the purpose of evaluating usage pertaining to transport and termination oflocal traffic. Where such usage data is being transmitted through CABS, the audit shall be conducted in accordance with CABS or other applicable requirements approved by the appropriate State Commission. If data is not being transferred via CABS, eitherLocal Traffic and to ensure proper billing of traffic. Either Party may request an audit for such purpose once each Contract Year._Either Party may employ other persons or firmsThe auditing party shall employ a mutually acceptable independent third party auditor for this purpose. Any suchSuch audit shall take place at a time and place agreed on by the Parties no later than thirty (30) days after notice thereof to the Party being audited.}

{BellSouth language -- 21.2.4 The Parties shall retain records of call detail for a minimum of nine months from which usage audits, including a PIU and PLU, can be ascertained. The PLU and PIU shall be adjusted based upon the audit results and shall apply to the usage for the quarter for which the audit was completed, to the usage for the quarter prior to completion of the audit, and to the usage for the two quarters following completion of the audit.} {MCI language -- The Parties

shall promptly correct any reported usage error that is revealed in an audit, including making payment of any underpayment and refunding any overpayment after the Parties have agreed upon the accuracy of the audit results. Any Disputes concerning audit results shall be resolved pursuant to the Dispute Resolution procedures described in Section 22 of this Part A.

21.2.5 The Parties shall cooperate fully in any such usage audit, providing reasonable access to any and all appropriate employees and books, records and other documents reasonably necessary to assess the usage pertaining to transport and terminating of local traffic.} {BellSouth language -- If, as a result of an audit, either Party is found to have overstated the PLU and/or PIU or otherwise incorrectly reported the jurisdiction of traffic by twenty percentage points (20%) or more, , that Party shall reimburse the auditing Party for the cost of the audit.}

21.6 For all audits conducted pursuant to this Section, the audited Party shall provide the auditing Party general office facilities, including, but not limited to, office space, telephones and fax machines for local and toll free calling, photocopying machines, and basic facilities such as restrooms and drinking water.

21.7 This Section 21 shall survive expiration or termination of this Agreement for a period of two (2) years.

Section 22. Dispute Resolution Procedures

22.1 The Parties recognize and agree that the Commission has continuing jurisdiction to enforce all terms and conditions of this Agreement. Accordingly, the Parties agree that any dispute arising out of or relating to this Agreement that the Parties themselves cannot resolve, may be submitted to the Commission for resolution. Either Party may seek expedited resolution by the Commission. If the Commission appoints an expert(s) or other facilitator(s) to assist in its decision making, each Party shall pay half of the fees and expenses so incurred. During the Commission proceeding each Party shall continue to perform its obligations under this Agreement; provided, however that neither Party shall be required to act in any unlawful fashion. This provision shall not preclude the Parties from seeking relief available in any other forum.

Section 23. Bona Fide Request Process for Services

BellSouth shall, upon request of MCIm, and to the extent technically feasible, provide to MCIm access to its Services for the provision of MCIm's Telecommunications Service. Any request by MCIm for access to a Service that is not already available shall be treated as a Bona Fide Request. The Parties shall adhere to the process as agreed and described in Exhibit 1 to these General Terms and Conditions.

Section 24. Taxes

24.1 Definition

For purposes of this Section 24, the terms "taxes" and "fees" shall include but not be limited to federal, state or local sales, use, excise, gross receipts or other taxes or tax-like fees of whatever nature and however designated (including tariff surcharges and any fees, charges or other payments, contractual or otherwise, for the use of public streets or rights of way, whether designated as franchise fees or otherwise) imposed, or sought to be imposed, on either of the Parties with respect to the services furnished hereunder or measured by the charges or payments therefor, excluding any taxes levied on income.

24.2 Taxes And Fees Imposed Directly On Either Providing Party Or Purchasing Party

24.2.1 Taxes and fees imposed on the providing Party, which are neither permitted nor required to be passed on by the providing Party to its Customer, shall be borne and paid by the providing Party.

24.2.2 Taxes and fees imposed on the purchasing Party, which are not required to be collected and/or remitted by the providing Party, shall be borne and paid by the purchasing Party.

24.3 Taxes And Fees Imposed On Purchasing Party But Collected And Remitted By Providing Party

24.3.1 Taxes and fees imposed on the purchasing Party shall be borne by the purchasing Party, even if the obligation to collect and/or remit such taxes or fees is placed on the providing Party.

246.3.2 To the extent permitted by Applicable Law, any such taxes and/or fees shall be shown as separate items on applicable billing documents between the Parties. Notwithstanding the foregoing, the purchasing Party shall remain liable for any such taxes and fees regardless of whether they are actually billed by the providing Party at the time that the respective service is billed.

24.3.3 If the purchasing Party determines that in its opinion any such taxes or fees are not lawfully due, the providing Party shall not bill such taxes or fees to the purchasing Party if the purchasing Party provides written certification, reasonably satisfactory to the providing Party, stating that it is exempt or otherwise not subject to the tax or fee, setting forth the basis therefor, and satisfying any other requirements under applicable law. If any authority seeks to collect any such tax or fee that the purchasing Party has determined and certified not to be lawfully due, or any such tax or fee that was not billed by the providing Party, the purchasing Party may contest the same in good faith, at its own expense. In the event that such contest must be pursued in the name of the providing Party, the providing Party shall permit the purchasing Party to pursue the contest in the name of providing Party. In the event of any such contest, the purchasing Party shall furnish the providing Party with notice of the pending proceeding, copies of all filings in such proceeding, all correspondence between the purchasing Party and the taxing authority, the final resolution thereof and any action therein that would affect the providing Party's obligation to collect and remit.

24.3.4 In the event that all or any portion of an amount sought to be collected must be paid in order to contest the imposition of any such tax or fee, or to avoid the existence of a lien on the assets of the providing Party during the pendency or such contest, the purchasing Party shall be responsible for such payment and shall be entitled to the benefit of any refund or recovery.

24.3.5 If it is ultimately determined that any additional amount of such a tax or fee is due to the imposing authority, the purchasing Party shall pay such additional amount, including any interest and penalties thereon.

24.3.6 Notwithstanding any provision to the contrary, the purchasing Party shall protect, indemnify and hold harmless (and defend at the purchasing Party's expense) the providing Party from and against any such tax or fee, interest or penalties thereof, or other charges or payable expenses (including reasonable attorney fees) with respect thereto, which are reasonably and necessarily incurred by the providing Party in connection with any claim for or contest of any such tax or fee.

24.3.7 Each Party shall provide the other Party with timely written notice of any assessment, proposed assessment or other claim for any additional amount of such a tax or fee by a taxing authority.

24.4 Taxes And Fees Imposed On Providing Party

24.4.1 Taxes and fees imposed on the providing Party, which are permitted or required to be passed on by the providing Party to its Customer, shall be borne by the purchasing Party.

24.4.2 To the extent permitted by applicable law, any such taxes and/or fees shall be shown as separate items on applicable billing documents between the Parties. Notwithstanding the foregoing, the purchasing Party shall remain liable for any such taxes and fees regardless of whether they are actually billed by the providing Party at the time that the respective service is billed.

24.4.3 If the purchasing Party disagrees with the providing Party's determination as to the application or basis for any such tax or fees, the Parties shall consult with respect to the imposition and billing of such tax or fee. Notwithstanding the foregoing, the providing Party shall retain responsibility for determining whether and to what extent any such taxes or fees are applicable and the purchasing Party shall abide by such determination and pay such taxes and fees to the providing Party. The providing Party shall further retain responsibility for determining whether and how to contest the imposition of such taxes or fees, provided, however, the Parties agree to consult in good faith as to such contest and that any such contest undertaken at the request of the purchasing Party shall be at the purchasing Party's expense. In the event that such contest must be pursued in the name of the providing Party, providing Party shall permit purchasing Party to pursue the contest in the name of the providing Party and the providing Party shall have the opportunity to participate fully in the preparation of such contest.

24.4.4 If, after consultation in accordance with the preceding Section 24.4.3, the purchasing Party does not agree with the providing Party's final determination as to the application or basis of a particular tax or fee, and if the providing Party, after receipt of a written request by the purchasing Party to contest the imposition of such tax or fee with the imposing authority, fails or refuses to pursue such contest or to allow such contest by the purchasing Party, the purchasing Party may utilize the dispute resolution process outlined in Section 22 of the General Terms and Conditions of this Agreement. Utilization of the dispute resolution process shall not relieve the purchasing Party from liability for any tax or fee billed by the providing Party pursuant to this subsection during the pendency of such dispute resolution proceeding. In the event that the purchasing Party prevails in such dispute resolution

proceeding, it shall be entitled to a refund in accordance with the final decision therein. Notwithstanding the foregoing, if at any time prior to a final decision in such dispute resolution proceeding the providing Party initiates a contest with the imposing authority with respect to any of the issues involved in such dispute resolution proceeding, the dispute resolution proceeding shall be dismissed as to such common issues and the final decision rendered in the contest with the imposing authority shall control as to such issues.

24.4.5 In the event that all or any portion of an amount sought to be collected must be paid in order to contest the imposition of any such tax or fee with the imposing authority, or to avoid the existence of a lien on the assets of the providing Party during the pendency of such contest, the purchasing Party shall be responsible for such payment and shall be entitled to the benefit of any refund or recovery.

24.4.6 If it is ultimately determined that any additional amount of such a tax or fee is due to the imposing authority, the purchasing Party shall pay such additional amount, including any interest and penalties thereon.

24.4.7 Notwithstanding any provision to the contrary, the purchasing Party shall protect, indemnify and hold harmless (and defend at the purchasing Party's expense) the providing Party from and against any such tax or fee, interest or penalties thereon, or other reasonable charges or payable expenses (including reasonable attorney fees) with respect thereto, which are incurred by the providing Party in connection with any claim for or contest of any such tax or fee.

24.4.8 Each Party shall provide the other Party with timely written notice of any assessment, proposed assessment or other claim for any additional amount of such a tax or fee by a taxing authority.

24.5 Mutual Cooperation

In any contest of a tax or fee by one Party, the other Party shall cooperate fully by providing records, testimony and such additional information or assistance as may reasonably be necessary to pursue the contest. Further, the other Party shall be reimbursed for any reasonable and necessary out-of-pocket copying and travel expenses incurred in assisting in such contest.

Section 25. Responsibility for Environmental Contamination

25.1 MCIm shall in no event be liable to BellSouth for any costs whatsoever resulting from the presence or Release of any environmental hazard that MCIm did not introduce to the affected Work Location so long as MCIm's actions do not cause or substantially contribute to the Release of any Environmental Hazard. BellSouth shall, at MCIm's request, indemnify, defend, and hold harmless MCIm, each of its officers, directors and employees from and against any losses, damages, claims, demands, suits, liabilities, fines, penalties and expenses (including reasonable attorneys fees) that arise out of or from (i) any environmental hazard that BellSouth, its contractors or agents introduce to the Work Locations or (ii) the presence or Release of any environmental hazard for which BellSouth is responsible under Applicable Law, to the extent the Release of any Environmental Hazard is not caused or substantially contributed to by MCIm's actions.

25.2 BellSouth shall in no event be liable to MCIm for any costs whatsoever resulting from the presence or Release of any environmental hazard that BellSouth did not introduce to the affected Work Location, so long as BellSouth's actions do not cause or substantially contribute to the Release of any Environmental Hazards. MCIm shall, at BellSouth's request, indemnify, defend, and hold harmless BellSouth, each of its officers, directors and employees from and against any losses, damages, claims, demands, suits, liabilities, fines, penalties and expenses (including reasonable attorneys' fees) that arise out of or result from (i) any environmental hazard that MCIm, its contractors or agents introduce to the Work Locations, or (ii) the presence of Release of any environmental hazard for which MCIm is responsible under applicable law to the extent the Release of any Environmental Hazard is not caused or substantially contributed to by BellSouth's actions.

Section 26. Amendments and Modifications

No provision of this Agreement shall be deemed waived, amended or modified by either Party unless such a waiver, amendment or modification is in writing, dated, and signed by both Parties.

Section 27. Severability

Subject to Section 2 - Regulatory Approvals, if any part of this Agreement is held to be invalid for any reason, such invalidity will affect only the portion of this Agreement which is invalid. In all other respects this Agreement will stand as if such invalid provision had not been a part thereof, and the remainder of the Agreement shall remain in full force and effect.

Section 28. Headings Not Controlling

The headings and numbering of Sections, Parts and Attachments in this Agreement are for convenience only and shall not be construed to define or limit any of the terms herein or affect the meaning or interpretation of this Agreement.

Section 29. Entire Agreement

This Agreement, including all Parts and Attachments and subordinate documents attached hereto or referenced herein, all of which are hereby incorporated by reference herein, constitute the entire matter thereof, and supersede all prior oral or written agreements, representations, statements, negotiations, understandings, proposals, and undertakings with respect to the subject matter thereof.

Section 30. Counterparts

This Agreement may be executed in counterparts. Each counterpart shall be considered an original and such counterparts shall together constitute one and the same instrument.

Section 31. Successors and Assigns

This Agreement shall be binding upon, and inure to the benefit of, the Parties hereto and their respective successors and permitted assigns.

Section 35. Construction

Unless the context clearly indicates otherwise, words described in this Section 35 should be construed to have the meanings given here. The word "shall" is used in this Agreement to mean, "has a duty to." The word "may" is used in this Agreement to mean, "is permitted to." The word "will" is used in this Agreement to denote a future event. The word "must" is used in this Agreement to denote a required characteristic of an inanimate or intangible object.

Section 36 Revenue Protection

36.1 BellSouth shall make available to MCIm all present and future fraud prevention or revenue protection features, including prevention, detection, or control functionality embedded within any of the Network Elements. To the extent separate charges apply for such features, the charges will be as set forth in Attachment 1 to this Agreement.

Section 37 Law Enforcement Interface

BellSouth shall provide seven days per week/24 hours per day (i) installation and information retrieval pertaining to traps, (ii) assistance involving emergency traces and (iii) information retrieval on Customer invoked CLASS

services, including, but not limited to, call traces requested by MCIm. BellSouth shall provide all necessary assistance to facilitate the execution of wiretap or dialed number recorder orders from law enforcement authorities.

38. Subpoenas and Court Orders.

For MCIm resold services and where BellSouth provides local switching to MCIm, BellSouth will respond to subpoenas and court ordered requests delivered directly to BellSouth for the purpose of providing call detail records when the targeted telephone numbers belong to MCIm end users. Billing for such requests will be generated by BellSouth and directed to the law enforcement agency initiating the request. MCIm agrees that in cases where MCIm receives subpoenas or court ordered requests for call detail records for targeted telephone numbers belonging to MCIm end users, MCIm will advise the law enforcement agency initiating the request to redirect the subpoena or court ordered request to BellSouth. Billing for call detail information will be generated by BellSouth and directed to the law enforcement agency initiating the request. In cases where the timing of the response to the law enforcement agency prohibits MCIm from having the subpoena or court ordered request redirected to BellSouth by the law enforcement agency, MCIm will furnish the official request to BellSouth for providing the call detail information. BellSouth will provide the call detail records to MCIm and bill MCIm for the information. MCIm agrees to reimburse BellSouth for the call detail information provided. – BellSouth will redirect subpoenas and court ordered requests for MCIm end user and/or other customer information to MCIm when BellSouth does not have the information requested.

39. Description of Days.

Unless otherwise indicated, all time periods described in days shall refer to calendar days.

IN WITNESS WHEREOF, each of the Parties has caused this Agreement to be executed by its duly authorized representatives.

MCImetro Access Transmission Services, L.L.C.	BellSouth Telecommunications, Inc.
By:_____	By:_____
Name:_____	Name:_____
Title:_____	Title:_____
Date:_____	Date:_____

EXHIBIT 1

BONA FIDE REQUEST PROCESS

1.0 Bona Fide Requests are to be used when MCIm requests a change to any Services and Elements provided hereunder, including features, capabilities, or functionality.

1.1 A Bona Fide Request shall be submitted in writing by MCIm and shall specifically identify the required service date, technical requirements, space requirements and/or such specifications that clearly define the request such that BellSouth has sufficient information to analyze and prepare a response. Such a request also shall include, MCIm's designation of the request as being (i) pursuant to the Telecommunications Act of 1996 or (ii) pursuant to the needs of the business.

1.2 Although not expected to do so, MCIm may cancel, without penalty, a Bona Fide Request in writing at any time. BellSouth shall then cease analysis of the request.

1.3 Within five (5) business days of its receipt, BellSouth shall acknowledge in writing, the receipt of the Bona Fide Request and identify a single point of contact and any additional information needed to process the request.

1.4 Except under extraordinary circumstances, within thirty (30) days of its receipt of a Bona Fide Request, BellSouth shall provide to MCIm a preliminary analysis of the Bona Fide Request. The preliminary analysis must include BellSouth's proposed price (plus or minus 25 percent) and state whether BellSouth can meet MCIm's requirements, the requested availability date, or, if BellSouth cannot meet such date, provide an alternative proposed date together with a detailed explanation as to why BellSouth is not able to meet MCIm's requested availability date. BellSouth also shall indicate in this analysis its agreement or disagreement with MCIm's designation of the request as being pursuant to the Act or pursuant to the needs of the business. If BellSouth does not agree with MCIm's designation, it may utilize the Dispute Resolution Process provided in this Agreement. In no event, however, shall any such dispute delay BellSouth's processing of the request. If BellSouth determines that it is not able to provide MCIm with a preliminary analysis with thirty (30) days of BellSouth's receipt of a Bone Fide Need request, BellSouth shall inform MCIm as soon as practicable. MCIm and BellSouth shall then determine a mutually agreeable date for receipt of the preliminary analysis.

1.5 As soon as possible, but in no event more than ninety (90) days after receipt of the request, BellSouth shall provide MCIm with a firm Bona Fide Request quote which must include at a minimum, the firm availability date, the applicable

rates and the installation intervals, and a binding price quote.

1.6 Unless MCIm agrees otherwise, all proposed prices shall be the pricing principles of this Agreement, in accordance with the Act, and any applicable FCC and Commission rules and regulations. Payments for services purchased under a Bona Fide Request must be made as specified in this Agreement, unless otherwise agreed to by MCIm.

1.7 Within thirty (30) days after receiving the firm Bona Fide Request quote from BellSouth, MCIm shall notify BellSouth in writing of its acceptance or rejection of BellSouth's proposal. If at any time an agreement cannot be reached as to the terms and conditions or price of the request, or if BellSouth responds that it cannot or will not offer the requested item in the Bone Fide Request and MCIm deems the item essential to its business operations, and deems BellSouth's position to be inconsistent with the Act, FCC or Commission regulations and/or the requirements of this Agreement, the Dispute Resolution Process set forth in this Agreement may be used by either Party to reach a resolution.



B



PART B -- DEFINITIONS

For purposes of this Agreement, certain terms have been defined here and elsewhere in this Agreement to encompass meanings that may differ from, or be in addition to, the normal connotation of the defined term. Unless the context clearly indicates otherwise, any term defined or used in the singular includes the plural, and any term defined or used in the masculine includes the feminine and the neutral, as applicable. A defined word intended to convey its special meaning is capitalized when used. Other terms that are capitalized, and not defined in this Agreement, have the meaning in the Act, unless the context clearly indicates otherwise. The definitions contained in this Part B are meant to accurately describe the meaning accorded the term as required by the Act and as used in this Agreement. In the event of any disagreement between a definition of a term set forth in the Act and in this Agreement (including the Attachments and Appendixes), the definition set forth in the Act takes precedence. In the event of any disagreement between any specific definition of a term set forth in an Attachment or Appendix and in this Part B, the definition set forth in the Attachment or Appendix takes precedence.

1. "ACCESS SERVICE REQUEST" or "ASR" means the industry standard forms and supporting documentation used for ordering Switched Access Service. The ASR may also be used to order trunks and facilities for Local Interconnection.

2. "ACCESS TANDEM SWITCHES" are switches used to connect and switch traffic between End Office Switches, Interexchange Carriers, and other LEC switches.

3. "ACT" means the Communications Act of 1934, 47 U.S.C. 151 et seq., as amended, including the Telecommunications Act of 1996, and as interpreted from time to time in the duly authorized rules and regulations of the FCC or the Commission/Board.

4. "ADVANCED INTELLIGENT NETWORK" or "AIN" is a Telecommunications network architecture in which call processing, call routing and network management are provided by means of centralized databases.

5. "ADVANCED SERVICES" refers to high speed, switched, broadband, wireline telecommunications capability that enables users to originate and receive high-quality, voice, data, graphics or video telecommunications using any technology.

6. "AFFILIATE" is an entity that directly or indirectly owns or controls, is owned or controlled by, or is under common ownership or control with, another entity. For the purposes of this paragraph, "own" or "control" means to own an equity interest (or equivalent) of more than 10%.

7. "APPLICABLE LAW" means all laws including, but not limited to, the Act, the effective regulations, rules, and orders of the FCC and the Commission, and any

effective orders and decisions of a court of competent jurisdiction reviewing the regulations, rules, or orders of the FCC or the Commission.

8. "APPLICATION-TO-APPLICATION INTERFACE" means an electronic method of information exchange and interoperable transaction processing between an BellSouth OSS Function (a server) and MCIm's OSS application (another server). An Application-to-Application Interface requires only a single point of manual data entry, with the data transmitted and processed electronically via transaction sets between MCIm's and BellSouth's OSS applications. This is in contrast to a Graphic User Interface (GUI) web-browser where a CLEC provides data into BellSouth's OSS application (server) interface.

9. "APPOINTMENT DATE" or "DUE DATE" means the specific date on which the requested service is to be available to the Customer or to MCIM, as applicable.

10. "ATIS" or "ALLIANCE FOR TELECOMMUNICATIONS INDUSTRY SOLUTIONS" is a North American telecommunication industry standards forum which, through its committees and working groups, creates, and publishes standards and guidelines designed to enable interoperability for telecommunications products and services.

11. "AUTOMATED MESSAGE ACCOUNTING" or "AMA" is the structure inherent in switch technology that initially records telecommunication message information. AMA format is contained in the AMA document, published by Telcordia as GR-1100-CORE which defines the industry standard for message recording.

12. "AUTOMATIC LOCATION IDENTIFICATION" or "ALI" is a the automatic display at the Public Safety Answering Point ("PSAP") of the caller's telephone number, the address/location of the telephone and supplementary emergency services information.

13. "AUTOMATIC LOCATION IDENTIFICATION/DATABASE MANAGEMENT SYSTEM" or "ALI/DBMS" is an E911 database containing subscriber location information (including name, service address, telephone number, and sometimes special information from the local service provider) used to determine to which PSAP to route the call.

14. "AUTOMATIC NUMBER IDENTIFICATION" or "ANI" is a telephone number associated with the access line from which a call originates.

15. "AUTOMATIC ROUTE SELECTION" or "ARS" is a service feature that provides for automatic selection of the least expensive or most appropriate transmission facility for each call based on criteria programmed into a circuit switch routing table or system.

16. "BASIC 911" or "911" routes a call to one centralized PSAP answering location, with no ALI or ANI delivery.

17. "BILL DATE" means the date on which a bill is prepared.

18. "BILLING" involves the provision of appropriate usage data along with all other appropriate charges by one Telecommunications Carrier to another to facilitate Customer Billing with attendant acknowledgments and status reports, as needed. It also involves the exchange of information between Telecommunications Carriers to process claims and adjustments.

19. "BINDER GROUPS" means the sub-units of a cable, usually in groups of 25, 50, or 100 color-coded twisted pairs wrapped in colored tape within a cable.

20. "BRIDGE TAPS" means the currently unused sections of a twisted pair subtending the loop between the End User and the serving wire center or extending beyond the End User's location.

21. "BUSY LINE VERIFY/BUSY LINE VERIFY INTERRUPT" or "BLV/BLVI" means a service in which the caller requests an operator to confirm the busy status of a line, or requests an interruption of the call.

22. "CALLING PARTY NUMBER" or "CPN" is a Common Channel Signaling parameter which refers to the number transmitted through the network identifying the calling party.

23. "CARRIER" See Telecommunications Carrier.

24. "CARRIER ACCESS BILLING SYSTEM" or "CABS" is defined in a document prepared under the direction of the Billing Committee of the OBF. The CABS document is published by Telcordia in Volumes 1, 1A, 2, 3, 3A, 4 and 5 as Special Reports SR-OPT-001868, SR-OPT-0011869, SR-OPT-001871, SR-OPT-001872, SR-OPT-001873, SR-OPT-001874, and SR-OPT-001875, respectively, and contains the recommended guidelines for the Billing of Switched access service and other connectivity services.

25. "CENTRAL OFFICE SWITCH" or "CENTRAL OFFICE" means a - switching facility where subscribers' lines are joined to switching equipment for connecting other subscribers to each other, locally and long distance.

26. "CENTRALIZED AUTOMATIC MESSAGE ACCOUNTING" or "CAMA" trunks are trunks using MF signaling protocol used to record billing data.

27. "Centralized Message Distribution System" or "CMDS" means the national operation system that Local Exchange Carriers use to exchange EMI formatted data among host companies.

28. "CHARGE NUMBER" is a Common Channel Signaling parameter which refers to the number transmitted through the network identifying the billing number of the calling party. Charge Number frequently is not the CPN (Calling Party Number).

29. "CLC" or "CARRIER LIAISON COMMITTEE" is under the auspices of ATIS and is the executive oversight committee that provides direction as well as an appeals process to its subtending fora, the Network Interconnection Interoperability Forum (NIIF), the Ordering and Billing Forum (OBF), the Industry Numbering Committee (INC), and the Toll Fraud Prevention Committee (TFPC). On occasion, the CLC commissions ad hoc committees when issues do not have a logical home in one of the subtending forums. OBF and NIM publish business process rules for their respective areas of concern.

30. "COLLOCATION" refers to the right of MCIm to place certain equipment in BellSouth's Premises for the purposes of Interconnection or access to unbundled Network Elements as specified in Attachment 5.

31. "COMMERCIAL MOBILE RADIO SERVICE" or "CMRS" is a mobile radio communication service, provided for profit, interconnected to the public switched network and available to the public or to such classes of eligible users as to be effectively available to a substantial portion of the public. Also sometimes referred to as wireless service, including cellular and PCS.

32. "COMMISSION" means the state regulatory body with jurisdiction over intrastate telecommunications. .

33. "COMMON CHANNEL SIGNALING" or "CCS" means a method of exchanging call set-up and network control data over a digital signaling network fully separate from the Public Switched Network that carries the actual call.

34. "COMPETITIVE LOCAL EXCHANGE CARRIER" or "CLEC" is any Local Exchange Carrier certified to provide Local Exchange Telecommunications Service in any area where it is not an Incumbent Local Exchange Carrier.

35. "CONDUIT" is a tube or similar enclosure that may be used to house copper, fiber or coaxial communications cables or communications-related power cables. Conduit may be underground or above ground (for example, inside buildings) and may contain one or more inner ducts. An inner duct is a separate tube or enclosure within a Conduit.

36. "CONFIDENTIAL INFORMATION" has the meaning set forth in Part A of this Agreement.

37. "CONNECTIVITY BILL" means a bill for Connectivity Charges.

38. "CONNECTIVITY CHARGES" means those charges incurred by a Party as a result of purchasing services from the other Party under this Agreement.

39. "CONTRACT YEAR" means a twelve (12) month period during the term of the Agreement commencing on the Effective Date and each anniversary thereof.

40. "CONTROL OFFICE" is an exchange carrier operations center or office designated as its company's single point of contact for the provisioning and maintenance of its portion of Interconnection arrangements.

41. "COORDINATED CUT-OVER" is the coordination of all cut-over activities that may be associated with porting of a telephone number from the Old Service Provider to the New Service Provider.

42. "CROSS CONNECTION" means a connection scheme between cabling runs, subsystems, and equipment using patch cords or jumpers of the appropriate bandwidth and medium that attach to connecting hardware on each end.

43. "CUSTOM CALLING FEATURES" comprise a group of special services provided via a Central Office Switch. Features include, but are not limited to, call waiting, 3-way calling, abbreviated dialing (speed calling), call forwarding, and AIN-type services.

44. "CUSTOM LOCAL AREA SIGNALING SERVICE" or "CLASS" is a set of call management service features consisting of number translation services, such as call forwarding and caller identification, available within a Local Access and Transport Area ("LATA").

45. "CUSTOMER" is a Person to whom a Party provides or has agreed to provide a specific service or set of services. Customer includes Telecommunication Carriers.

46. "CUSTOMER PREMISES EQUIPMENT" or "CPE" is telecommunications equipment employed on the premises of an End User to originate, route or terminate Telecommunications (e.g., a telephone, PBX, modem pool, etc.).

47. "CUSTOMER USAGE DATA" means the Telecommunications Service usage data of an MCIm Customer, measured in minutes, sub-minute increments, message units or otherwise, that is recorded by BellSouth AMA equipment and forwarded to MCIm.

48. "DARK FIBER" is as defined in Attachment 3 of this Agreement.

49. "DATA COMMUNICATIONS CHANNEL" or "DCC" is a three-byte 192 Kbps portion of the SONET signal containing alarm, surveillance and performance information.

50. "DATABASE MANAGEMENT SYSTEM" or "DBMS" is a system of manual procedures and computer programs used to create, store, sort, manipulate and update the data required to provide Selective Routing and ALI.

51. "DEDICATED TRANSPORT" is as defined in Attachment 3 of this Agreement.

52. "DEMARCATION POINT" means a point of access **{BST language --, established by BellSouth,}** where **{MCI language -- the two Parties' networks meet} {BST language -- MCIm can connect its network facilities with BellSouth's unbundled Network Elements}.**

53. "DESIRED DUE DATE" means the desired service activation date as requested by MCIm on a service order.

54. "DIALING PARITY" means that a Person that is not an Affiliate of a Local Exchange Carrier is able to provide Telecommunications Services in such a manner that Customers have the ability to route automatically, without the use of any access code or dialing of extra digits, their Telecommunications to the Telecommunications Services provider of the Customer's designation from among two or more Telecommunications Services providers.

55. "DIGITAL CROSS-CONNECT SYSTEM" or "DCS" is as described in Attachment 3 of this Agreement.

56. "DIGITAL SIGNAL LEVEL 0" or "DS0" means the 64 Kbps zero-level signal in the time-division multiplex hierarchy.

57. "DIGITAL SIGNAL LEVEL 1" or "DS1" means the 1.544 Mbps first-level signal in the time-division multiplex hierarchy. In the time-division multiplexing hierarchy of the telephone network, DS-1 is the initial level of multiplexing.

58. "DIGITAL SIGNAL LEVEL 3" or "DS3" means the 44.736 Mbps third-level in the time-division multiplex hierarchy. In the time-division multiplexing hierarchy of the telephone network, DS-3 is defined as the third level of multiplexing.

59. **"DIGITAL SUBSCRIBER LINE ACCESS MULTIPLEXER" or "DSLAM" is a network device that: (i) aggregates lower bit rate DSL signals to higher bit-rate or bandwidth signals (multiplexing); (ii) disaggregates higher bit-rate or bandwidth signals to lower bit-rate DSL signal (de-multiplexing); (iii) (for passband services) splits off voice (POTS) channel from the DSL channels for handoff to a voice switch or some other transmission media; or (iv) (for passband services) combines voice (POTS) channel onto the DSL channel for delivery to the end-user. The DSLAM must be located at the end of a copper loop nearest the serving wire center (e.g., in a Remote Terminal, Central Office, or a Customer's premises).**

60. " DIGITAL SUBSCRIBER LOOP" or "DSL" is as described in Attachment 3 of this Agreement.

61. "DIRECTORY ASSISTANCE DATABASE" refers to any BellSouth Database through which BellSouth provides live or automated operator-assisted Directory Assistance Service.

62. "DIRECTORY ASSISTANCE SERVICE" includes, but is not limited to, making available to customers, upon request, information contained in Directory Listings. Directory Assistance Service may include the option to complete the call at the Customer's direction.

63. **"DIRECTORY LISTINGS" are any information identifying the listed names of End Users of a Telecommunications Carrier and such End User's telephone numbers, addresses or primary advertising classifications, or any combination of such listed names, numbers, addresses or classifications that the Telecommunications Carrier or Affiliate has provided or published, caused to be published, or accepted for publication in any directory format including, but not limited to, traditional white/yellow page directories, specialty directories, CD ROM and other electronic formats.**

64. "DISCLOSING PARTY" has the meaning set forth in of Part A of this Agreement.

65. "EFFECTIVE DATE" is the date indicated in Part A of this Agreement on which the Agreement shall become effective.

66. "ELECTRONIC BONDING" is a method of OSS Interoperability defined and approved by ATIS that can use GDMO data models and CMIP/CMISE for secure transport.

67. "ELECTRONIC FILE TRANSFER" means any system or process that utilizes an electronic format and protocol to send or receive data files.

68. "END OFFICE SWITCHES" are switches from which End Users' Telephone Exchange Services are directly connected and offered.

69. "END USER" means a third party retail customer that subscribes to a Telecommunications Service provided by either of the Parties or by another Carrier.

70. "ENHANCED 911 SERVICE" or "E911" is a service provided to emergency telephone response agencies which includes network switching, database and CPE elements capable of providing Selective Routing, selective transfer, fixed transfer, ANI and ALI.

71. "ENVIRONMENTAL HAZARD" means any substance the presence, use, transport, abandonment or disposal of which (i) requires investigation, remediation,

compensation, fine or penalty under any Applicable Law (including, but not limited to the following: the Comprehensive Environmental Response Compensation and Liability Act, Superfund Amendment and Reauthorization Act, Resource Conservation Recovery Act, the Occupational Safety and Health Act and provisions with similar purposes in applicable foreign, state and local jurisdictions) or (ii) poses risks to human health, or the environment (including, without limitation, indoor, outdoor or orbital space environments) and is regulated under any Applicable Law.

72. "EXCHANGE ACCESS" means the offering by a LEC of services or facilities to an IXC for the purpose of the origination or termination of Telephone Toll Services.

73. "EXCHANGE MESSAGE INTERFACE " or "EMI" means thesystem used among ILECs for exchanging Telecommunications message information for billable, non-billable, sample, settlement and study data. EMI format is contained in BR-010-200-010 CRIS EMI, published by Bellcore and which defines the industry standard for EMIs.

74. "EXTENDED AREA SERVICE" or "EAS" is a type of telephone service (both optional and non-optional) defined in BellSouth tariffs whereby subscribers of a given exchange may complete calls to and, where provided by the tariff, receive messages from one or more exchanges without the application of long distance message telecommunications charges.

75. "FCC" means the Federal Communications Commission.

76. "FIBER MEET" is a joint Interconnection architecture method whereby the Parties physically interconnect their networks via an optical fiber interface (as opposed to an electrical interface) at a mutually agreed-upon location, at which one Party's facilities, provisioning, and maintenance responsibility begins and the other Party's responsibility ends (i.e., Point of Interconnection).

77. "FIRM ORDER CONFIRMATION" or "FOC" is as described in Attachment 8 of this Agreement.

78. "INFORMATION SERVICE" means the offering of a capability for generating, acquiring, storing, transforming, processing, retrieving, utilizing or making available information via Telecommunications, and includes electronic publishing, but does not include any use of any such capability for the management, control or operation of a Telecommunications system or the management of a Telecommunications Service.

79. "INTERIM NUMBER PORTABILITY" or INP is a method of number portability, such as Remote Call Forwarding ("RCF") and as described in this Agreement.

80. **"INTERNET SERVICE PROVIDER" or "ISP" {BST proposal -- provides services offered over common carrier telecommunications facilities used in interstate**

communications, which employ computer processing applications. ISPs combine computer processing, information storage, protocol conversion, and routing with transmission to enable users to access Internet content and services. Internet Service Providers are a subset of Information Service Providers; either can be referred to as ISPs; both are a subset of Enhanced Service Providers (ESPs).} **{MCI proposal --Internet Service Providers are entities that provide their customers the ability to obtain on-line information through the Internet by combining computer processing, information storage, protocol conversion, and routing with transmission to enable users to access Internet content and services.}**

81. "INTEGRATED SERVICES DIGITAL NETWORK" or "ISDN" refers to a digital circuit switched network service. Basic Rate ISDN provides for channelized (2 bearer and 1 data) end-to-end digital connectivity for the transmission of voice or data on either or both bearer channels and packet data on the data channel. Primary Rate ISDN provides for 23 bearer channels and 1 data channel. For BRI, the bearer channels operate at 64 Kbps and the data channel at 16 Kbps. For PRI, all 24 channels operate at 64 Kbps or 1.5 Mbps.

82. "INTERCONNECTION" is the linking of the BellSouth and MCIm networks for the mutual exchange of traffic as described in Attachment 4 of this Agreement.

83. "INTERCONNECTION ACTIVATION DATE" is the date that the construction of the Interconnection arrangement has been completed, and all necessary trunk groups have been established, tested and accepted by the Parties.

84. "LOCAL INTERCONNECTION TRUNKS/TRUNK GROUPS" is described in Attachment 4 of this Agreement.

85. "INTEREXCHANGE CARRIER" or "IXC" means a provider of interexchange Telecommunications Services.

86. "INTERLATA TRAFFIC" describes Telecommunications between a point located in a Local Access and Transport Area and a point located outside such area.

87. "INTRALATA TRAFFIC" describes Telecommunications between points located within a Local Access and Transport Area.

88. "INTRALATA TOLL TRAFFIC" describes IntraLATA Traffic outside the Local Calling Area or EAS of the originating Party.

89. "INTEROFFICE FACILITIES" or "INTEROFFICE TRANSPORT" include Dedicated Transport and Shared Transport, which are further defined in this Agreement.

90. "JOINT OPTICAL INTERCONNECTION" or ("JOI") means an interconnection architecture method whereby the Parties physically interconnect their networks via

an optical fiber interface (as opposed to an electrical interface) using a Synchronous Optical Network ("SONET") Transmission System.

91. "LERG REASSIGNMENT" or "NXX REASSIGNMENT" means the reassignment of an entire NXX code shown in the LERG from one Carrier to another Carrier.

92. "LINE INFORMATION DATA BASE" or "LIDB" is the database application that resides on a Service Control Point (SCP) that provides such functions as calling card validation for telephone line number cards and validation for collect and billed-to-third party services.

93. "LINE SIDE" refers to End Office Switch connections that have been programmed to treat the circuit as a local line connected to Customer Premise Equipment.

94. " LOCAL NUMBER PORTABILITY" or "LNP" means the method of number portability that utilizes a Location Routing Number or LRN for providing called party routing information and that complies with the performance criteria set forth in 47 C.F.R. § 52.23(a).

95. "LOCAL ACCESS TRANSPORT AREA" or "LATA" is as defined in the Act.

96. "LOCAL CALLING AREA" is as defined by the Commission.

97. "LOCAL EXCHANGE CARRIER" or "LEC" is as defined in the Act.

98. "LOCAL EXCHANGE ROUTING GUIDE" or "LERG" is a Telcordia product that is sold to and used by LECs and IXCs to identify NPA-NXX routing and homing information as well as Network Element and equipment designations.

99. "LOCAL RESALE" is as described in Attachment 2 of this Agreement.

100. "LOCAL SERVICE ORDERING GUIDE" or "LSOG" is a document developed by the OBF as industry guidelines for ordering and billing processes.

101. "LOCAL SERVICE REQUEST" or "LSR" means the forms and supporting documentation used for ordering local services.

102. "LOCAL TRAFFIC" is as defined in Attachment 4 of this Agreement.

100. "LOOP CONCENTRATOR" is as described in Attachment 3 of this Agreement.

101. "LOOP" is as defined in Attachment 3 of this Agreement.

102. "LOCATION ROUTING NUMBER" or "LRN" means a unique 10-digit number assigned to a central office switch in a defined geographic area for call routing purposes. This 10-digit number serves as a network address and the routing information is stored in a database. Switches routing calls to subscribers whose telephone numbers are in portable NXXs perform a database query to obtain the location Routing Number that corresponds with the switch serving the dialed telephone number. Based on the Location Routing Number, the querying carrier then routes the call to the switch serving the ported number. The term "LRN" may also be used to refer to a method of LNP.

103. "MASTER STREET ADDRESS GUIDE" or "MSAG" is a database of street names and house number ranges within their associated communities defining particular geographic areas and their associated Emergency Service Numbers to enable proper routing of 911 calls.

104. "MEET POINT" is a point of Interconnection between two networks, designated by two Telecommunications Carriers, at which one carrier's responsibility for service begins and the other carrier's responsibility ends.

105. "MEET POINT BILLING" is described in Attachment 4 of this Agreement.

106. "MULTIPLE EXCHANGE CARRIER ACCESS BILLING" or "MECAB" means the document prepared by the Billing Committee 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 by Telcordia (formerly 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 LEC in two or more states within a single LATA.

107. "N-1 CARRIER" means the carrier in the call routing process immediately preceding the terminating carrier. The N-1 Carrier is responsible for performing the database queries (under the FCC's rules) to determine the LRN value for correctly routing a call to a ported number.

108. "NATIONAL EMERGENCY NUMBER ASSOCIATION" or "NENA" is an association which fosters the technological advancement, availability and implementation of 911 Service nationwide through research, planning, training, certification, technical assistance and legislative representation.

109. "NETWORK ELEMENT" defined to mean a facility or equipment used in the provision of a telecommunications service. Such term may include, but is not limited to, features, functions, and capabilities that are provided by means of such facility or equipment, including but not limited to, subscriber numbers, databases, signaling systems, and information sufficient for billing and collection or used in the transmission, routing, or other provision of a telecommunications service.

110. "NETWORK ELEMENT PLATFORM" or "UNE-P" means the Combination of a Loop, NID, Local Switching, Shared Transport, databases and signaling (e.g., LIDB), the vertical features resident in BellSouth's Central Office switch., and (at MCIm's option and where permitted) Operator Systems and Directory Assistance without separately ordering or disconnecting and reconnecting any aspect of a Customer's service.

111. "NETWORK INSTALLATION AND MAINTENANCE COMMITTEE" or "NIMC" is the ATIS/CLC sub-committee responsible for developing business process rules for maintenance and repair or trouble administration.

112. "NETWORK INTERFACE DEVICE" or "NID" is as described in Attachment 3 of this Agreement.

113. "NEW SERVICE PROVIDER" means the Party to which a subscriber switches its local exchange service or the Party to which a subscriber is porting its telephone number(s).

114. "911 DATABASE RECORDS" are the subscriber records to be provided by MCIm to BellSouth for inclusion in BellSouth's 911/E911 DBMS.

115. "911 SERVICE" means a three-digit universal telephone number (9-1-1) which gives the public direct access to a public safety agency.

116. "NORTH AMERICAN NUMBERING COUNCIL" or "NANC" is the federal advisory committee chartered by the FCC to analyze, advise, and make recommendations on numbering issues.

117. "NORTH AMERICAN NUMBERING PLAN" or "NANP" is the system of telephone numbering employed in the United States, Canada and certain Caribbean countries.

118. "NUMBER PORTABILITY" or "NP" means the ability of users of Telecommunications Services to retain, at the same location, existing Telecommunications numbers without impairment of quality, reliability or convenience when switching from one Telecommunications Carrier to another.

119. "NUMBER PORTABILITY ADMINISTRATION CENTER" or "NPAC" is one of the regional number portability centers involved in the dissemination of data associated with ported numbers.

120. "NUMBERING PLAN AREA" or "NPA" is also sometimes referred to as an area code and the three digit indicator that is defined by the "A," "B" and "C" digits of each 10-digit telephone number within the NANP. Each NPA contains 800 possible NXX Codes. 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), is typically associated with a specialized Telecommunications Service which may be provided across multiple geographic NPA areas; 500, Toll Free Service NPAs, 700, and 900 are examples of Non-Geographic NPAs.

121. "NXX," "NXX CODE," "CENTRAL OFFICE CODE," or "CO CODE" is the three digit switch entity indicator which is defined by the D, E and F digits of a 10 digit telephone number within the NANP.

122. "OPERATOR SERVICES" are any automatic or live assistance to a Customer to arrange for billing or completion of a telephone call including, but not limited to:

1) Operator assistance for call completion (e.g. collect calls).

2) Operator assistance for billing after the subscriber has dialed the called number (e.g. credit card calls).

3) Special services (e.g. BLV/BLVI, calls to Emergency Response Agencies, operator-assisted directory assistance services).

4) General assistance.

121. "ORDERING AND BILLING FORUM" or "OBF" means the forum, under the auspices of the Carrier Liaison Committee of the Alliance for Telecommunications Industry Solutions, concerned with inter-company ordering and billing.

122. "OLD SERVICE PROVIDER" means the Party from which a subscriber switches its local exchange service or the Party from which a subscriber is porting its telephone number(s).

123. "ORIGINATING LINE INFORMATION" or "OLI" is an CCS SS7 Feature Group D signaling parameter which refers to the number transmitted through the network identifying the billing number of the calling party.

124. "P.01 TRANSMISSION GRADE OF SERVICE" means a circuit switched trunk facility provisioning design standard with the statistical probability of no more than one call in 100 blocked on initial attempt during the average time-consistent busy hour.

125. "PACKET SWITCHING" is as defined in Attachment 3 of this Agreement.

126. "PARITY" is as defined for Local Resale in 47 CFR § 51.603; for unbundled Network Elements in 47 CFR § 51.311; and for Interconnection in 47 CFR § 51.305.

127. "PARTY" means either BellSouth or MCIm; "PARTIES" means both MCIm and BellSouth.

128. **"PASSBAND" is a method for DSL implementation associated with ADSL where the systems generate two or more channels well above the voiceband that contain amplitude and phase modulated signals similar to those used by analog modems. Because data traffic is carried in the higher frequency channels, the lower portion of the spectrum is free to support voice service. Passband systems have a frequency whose lower limit is at a non-zero frequency and require a "splitter" at each end to separate the voice and data signals.**

129. **"PERCENT OF INTERSTATE USAGE" of "PIU" is defined as a factor to be applied to terminating access services minutes of use to obtain those minutes that should be rated as interstate access services minutes of use. The numerator includes all interstate "non-intermediary" minutes of use, including interstate minutes of use that are forwarded due to service provider number portability less any interstate minutes of use for Terminating Party Pays services, such as 800 Services. The denominator includes all "non-intermediary", local, interstate, intrastate, toll and access minutes of use adjusted for service provider number portability less all minutes attributable to terminating Party pays services.**

130. **"PERCENT LOCAL USAGE" or "PLU"{BST language -- is defined as a factor to be applied to intrastate terminating minutes of use. The numerator shall include all "non-intermediary" local minutes of use adjusted for those minutes of use that only apply local due to Service Provider Number Portability. The denominator is the total intrastate minutes of use including local, intrastate toll, and access, adjusted for Service Provider Number Portability less intrastate terminating Party pays minutes of use. {MCI language -- is a calculation which represents the ratio of the local minutes to the sum of local and intraLATA toll minutes sent between the Parties over Local Interconnection Trunks. Directory Assistance Services, CMRS traffic, transiting calls from other LECs and Switched Access Services are not included in the calculation of PLU.}**

131. "PERFORMANCE STANDARD" has the meaning set forth in Attachment X.

132. "PERSON" is a general term meaning an individual or association, corporation, firm, joint-stock company, organization, partnership, trust or any other form or kind of entity.

133. "POINT OF INTERCONNECTION" is described in Attachment 4.

134. "POLE ATTACHMENT" means the connection of a facility to a utility pole..

135. "PORT" or "PORT ELEMENT" means a termination point in the End Office Switch. For purposes of general illustration, a Port includes a line card and associated peripheral equipment on an End Office Switch which serves as the hardware termination for Line or Trunk Side facilities connected to the End Office switch. Each Line Side Port is typically associated with one or more telephone numbers that serve as the Customer's network address.

136. "POTS" means plain old telephone service.

137. "POWER SPECTRAL DENSITY (PSD) MASKS" are graphical templates that define the limits on signal power densities across a range of frequencies to permit divergent technologies to coexist in close proximity within the same Binder Groups.

138. "PREMISES" is as defined in Attachment 5 of this Agreement.

139. "PUBLIC SAFETY ANSWERING POINT" or "PSAP" is the public safety communications center where 911/E911 calls for a specific geographic area are answered.

140. "PUBLIC SWITCHED NETWORK" refers to the worldwide voice telephone network accessible to all those with telephones and access privileges.

141. "RATE CENTER" identifies the specific geographic point associated with one or more particular NPA-NXX codes which have been assigned to a LEC (or CLEC) for its provision of Telephone Exchange Services. The Rate Center is a geographic point identified by a tariffed vertical and horizontal (V&H) coordinate. Rate Center V&H coordinates are used in the toll message rating process to measure distances between Rate Centers.

142. "REAL TIME" means the actual time in which an event takes place, with the reporting on or the recording of the event practically simultaneous with its occurrence.

143. "RELEASE" means any release, spill, emission, leaking, pumping, injection, deposit, disposal, discharge, dispersal, leaching or migration, including without limitation, the movement of Environmental Hazards through or in the air, soil, surface water or groundwater, or any action or omission that causes Environmental Hazards to spread or become more toxic or more expensive to investigate or remediate.

144. "REMOTE CALL FORWARDING" or "RCF" is as described in Attachment 7 of this Agreement.

144. "REMOTE TERMINAL" or "RT" means a cabinet, vault or similar structure at an intermediate point between the End User and BellSouth's Central Office, where Loops are aggregated and hauled to the Central Office or serving Wire Center.

145. "RESELLER" is a category of local exchange service providers who obtain dial tone and associated Telecommunications Services from another LEC through the purchase of wholesale priced Telecommunications Services for resale to their End User.

146. "RESERVED NUMBERS" means those telephone numbers which are not in use but which are held in reserve by a Carrier under a legally enforceable written agreement for a specific subscriber's future use.

147. "SELECTIVE ROUTER" means the equipment necessary for Selective Routing.

148. "SELECTIVE ROUTING" is the automatic routing of E911 calls to the PSAP that has jurisdictional responsibility for the service address of the caller, irrespective of telephone company exchange or Wire Center boundaries. Selective Routing may also be used for other services.

149. "SERVICE CONTROL POINT" or "SCP" means a node in the CCS network to which information requests for service handling, such as routing, are directed and processed. The SCP is a real time database system that, based on a query from a Service Switching Point (SSP), performs subscriber or application-specific service logic and then sends instructions back to the SSP on how to continue call processing.

150. "SERVICE CREATION ENVIRONMENT" is a computer containing generic call processing software that can be programmed to create new Advanced Intelligent Network call processing services.

151. "SERVICE PROVIDER IDENTIFICATION" or "SPID" is the number that identifies a service provider to the relevant NPAC. The SPID may be a state-specific number.

152. "SERVICES"- As used in this agreement includes interconnection, local resale, ancillary services and the purchase of unbundled network elements (individually referred to as the "service" or collectively as the "services").

153. "SHARED TRANSPORT" is defined as transmission facilities shared by more than one carrier, including BellSouth, between end office swtches and , between end office switches and tandem switches, and between tandem switches in the BellSouth network.

154. "SIGNALING LINK TRANSPORT" is a set of two or four dedicated 56 Kbps transmission paths between MCIm-designated Signaling Points of Interconnection

(SPOI) that provides appropriate physical diversity and a cross connect at a BellSouth STP site.

155. "SIGNAL TRANSFER POINT" or "STP" performs a packet switching functions that routes signaling messages among SSPs, SCPs, Signaling Points (SPs) and other STPs in order to set up calls and to query databases for Advanced Services.

156. "SIGNALING SYSTEM 7" or "SS7" is an out-of-band signaling protocol consisting of four basic sub-protocols:

a) Message Transfer Part ("MTP"), which provides functions for basic routing of signaling messages between signaling points.

b) Signaling Connection Control Part ("SCCP"), which provides additional routing and management functions for transfer of messages other than call setup between signaling points.

c) Integrated Services Digital Network User Part ("ISUP"), which provides for transfer of call setup signaling information between signaling points.

d) Transaction Capabilities Application Part ("TCAP"), which provides for transfer of non-circuit related information between signaling points.

157. "SONET RING" describes a network configuration in which networks are interconnected by uni-directional or bi-directional transmission links to form a closed path. The network elements utilized to provide this ring must be based on SONET standards.

158. "SPECTRUM COMPATIBILITY" means generally the ability of various loop technologies to reside and operate in close proximity while not significantly degrading each others' performance.

159. "SUBLOOP" is defined as portions of the loop that can be accessed at terminals in BellSouth's outside plant, including inside wire. An accessible terminal is any point on the loop where technicians can access the wire or fiber within the cable without removing a splice case to reach the wire or fiber within. Such points may include, but are not limited to, the pole or pedestal, the Network Interface Device, the minimum point of entry, the single point of Interconnection, the main distribution frame, the Remote Terminal, and the Feeder Distribution Interface.

160. "SWITCH" is a mechanical, electrical or electronic device which performs the functions of establishing and releasing connections between two (2) or more circuits, services or communications systems.

161. "SWITCHED ACCESS SERVICE" means the utilization of LEC facilities for the origination and/or termination of interexchange traffic.

162. "SYNCHRONOUS OPTICAL NETWORK" or "SONET" is a TDM-based (time division multiplexing) standard for high speed fiber optic transmission formulated by the Exchange Carriers Standards Association ("ECSA") for the American National Standards Institute ("ANSI").

163. "TANDEM OFFICE SWITCHES" are switches that are used to connect and switch trunk circuits between and among LEC and IXC switches.

164. "TECHNICALLY FEASIBLE" is as defined in 47. CFR § 51.5.

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

166. "TELECOMMUNICATIONS CARRIER" means any provider of Telecommunications Services, except aggregators of Telecommunications Services (as defined in section 226 of the Act).

167. "TELECOMMUNICATIONS EQUIPMENT" means equipment, other than Customer Premises Equipment, used by a Carrier to provide Telecommunications Services, and include software integral to such equipment, including upgrades.

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

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

170. "TOLL FREE SERVICE" means service provided with any dialing sequence that invokes Toll Free, i.e., 800-like, Service processing.

171. "TRANSACTION SET" is a term used by ANSI X12 and elsewhere that denotes a collection of data, related field rules, format, structure, syntax, attributes, segments, elements, qualifiers, valid values that are required to initiate and process a business function from one trading partner to another. Some business functions, *e.g.*, pre-order inquiry and response are defined as complimentary transactions sets. For example, service address validation inquiry and service address validation response.

172. "TRANSIT TRAFFIC" is as described in Attachment 4 of this Agreement.

173. "TRUNK SIDE" refers to Central Office Switch connections that have been programmed to treat the circuit as connected to another switching entity (e.g., another Central Office Switch).

174. "VIRTUAL COLLOCATION" is an offering by BellSouth that enables MCIm to:

a) Designate or specify equipment to be used in accordance with Attachment 5 of this Agreement for Interconnection or access to unbundled Network Elements to be located within or upon BellSouth's Premises, and dedicated toMCIm.

b) Use such equipment to interconnect with BellSouth's network facilities for the transmission and routing of Telephone Exchange Service, Exchange Access Service, or both, or for access to BellSouth's unbundled Network Elements for the provision of a Telecommunications Service.

c) From a remote location, electronically monitor and control its communications channels terminating in such equipment.

175. "VOLUNTARY FEDERAL SUBSCRIBER FINANCIAL ASSISTANCE PROGRAMS" are Telecommunications Services provided to low-income subscribers, pursuant to requirements established by the appropriate state regulatory body.

176. "WASTE" means all hazardous and non-hazardous substances and materials which are intended to be discarded, scrapped or recycled, associated with activities MCIm or BellSouth or their respective contractors or agents perform at Work Locations. It shall be presumed that all substances or materials associated with such activities, that are not in use or incorporated into structures (including without limitation damaged components or tools, leftovers, containers, garbage, scrap, residues or by products), except for substances and materials that MCIm, BellSouth or their respective contractors or agents intend to use in their original form in connection with similar activities, are Waste. Waste shall not include substances, materials or components incorporated into structures (such as cable routes) even after such components or structure are no longer in current use.

177. "WIRE CENTER" denotes a building or space within a building which serves as an aggregation point on a given carrier's network, where transmission facilities and circuits are connected or switched. Wire Center can also denote a building in which one or more Central Offices, used for the provision of basic exchange services and Switched access service, are located.

178. "WORK LOCATIONS" means any real estate that MCIm or BellSouth, as appropriate, owns, leases or licenses, or in which it holds easements or other rights to use, or does use, where work is performed in connection with this Agreement.

TABLE OF CONTENTS

Attachment 1
PRICING

Section 1. General Principles..... 1

Section 2. Rates 2

Appendix I Price Schedule..... 4

BOLD LANGUAGE IS IN DISPUTE, AND IS MCI PROPOSED LANGUAGE UNLESS OTHERWISE INDICATED BY UNDERLINING (FOR BST PROPOSED LANGUAGE). LANGUAGE APPEARING IN NORMAL FONT IS AGREED

ATTACHMENT 1

PRICING

Section 1. General Principles

1.1 All of the rates set forth in this Agreement shall remain in effect for the term of this Agreement unless they are changed in accordance with the provisions of this Agreement. For the purposes of this Attachment, "rates" may refer to either or both recurring and nonrecurring prices.

1.2 Except as otherwise noted, all rates set forth in this Agreement are permanent rates. If the Florida Public Service Commission ("Commission") subsequently orders a different rate, either party, upon written notice to the other party, may elect to change the rate set forth in this agreement to conform to the new rate ordered by the Commission. Upon written notice, the parties will negotiate an amendment to this Agreement reflecting the new rate. The new rate will be effective on the date of receipt of the written notice of election, unless otherwise ordered by the Commission.

1.3 If a rate is identified as interim, then upon adoption of a final rate by the Commission, either Party may elect to change the interim rate to conform to the final rate upon written notice to other Party. If either Party elects to change an interim rate to conform to a final rate, the final rate will be substituted for the interim rate and will remain in effect for the remainder of this Agreement unless otherwise changed in accordance with the terms of this Agreement. Unless otherwise agreed by the Parties, the interim rate shall be replaced by the final rate retroactive to the effective date of this Agreement, and will be trued up within thirty (30) days of the effective date of the amendment adopting the final rates.

1.4 Each rate set forth in this Agreement is the total rate applicable for the respective Service. Where required by Applicable Law, rates contained in this Attachment are based upon 47 C.F.R. § 51.505(b) and Commission approved pricing methodologies.

1.4.1 Rates not set forth in this Agreement, for Services required to be provided under the Telecommunications Act of 1996 and under applicable FCC regulations, will be negotiated by the Parties at the

time they are requested. The providing Party shall provide the Service even if rate negotiations are incomplete, and the providing Party shall set an interim rate based on its good faith belief as to its costs, using required pricing methodologies. If interim rates are used, the requesting party shall pay the providing Party the final negotiated or arbitrated rate, retroactive to the date the Services are first provided.

1.5 All of the rates set forth in this Agreement pertaining to Network Elements are appropriate for Network Elements on an individual, stand-alone basis. **Recurring and nonrecurring rates for those Existing Combinations and Typical Combinations of Network Elements (as such terms are defined in Attachment 3 of this Agreement) enumerated in Table 1 of this Attachment 1 are as set forth in Table 1. On an interim basis, for Typical Combinations of loop and transport network facilities not specifically enumerated in Table 1, the non-recurring and recurring charges for such Typical Combinations shall be the sum of the stand-alone nonrecurring and recurring charges of the Network Elements which make up the Typical Combination. These interim rates shall be subject to true-up based on the Commission's review of BellSouth's cost studies. To the extent that MCIm seeks to obtain Typical Combinations that have not been specifically priced by the Commission when purchased in combined form, MCIm may purchase such Typical Combinations at the sum of the stand-alone prices of the UNEs which make up the combination. If MCIm is dissatisfied with using the sum of the stand-alone rates, MCIm may pursue the Bona Fide Request (BFR) process with BellSouth to seek a different rate.**

Section 2. Rates

2.2 All rates set forth in this Agreement for Services required to be provided by the Act shall comply with the standards set forth by the Act and final and nonappealable orders of the FCC and the Commission. Such rates shall be just, reasonable, and nondiscriminatory and in accordance with the principles set forth in this Agreement.

2.4 BellSouth shall not charge MCIm different rates for Unbundled Network Elements based on the class of customers served by MCIm, or on the type of services provided by MCIm using those Unbundled Network Elements, unless otherwise ordered by the Commission.

2.5 Interim Rates. Rates contained in Attachment 1, table 1 are as previously ordered by the Florida Public Service Commission, agreed to by the parties or have not yet been addressed by the Florida Public Service Commission. Rates, rate structure and elements proposed in attachment 1, table 1 that have not yet

been ruled upon by the Florida Public Service Commission are interim and subject to true-up upon future consideration by the Florida Public Service Commission.

2.8 Resale. The recurring and nonrecurring rates pursuant to which MCIm is to purchase Telecommunications Services from BellSouth for resale shall be at a discount rate off of the retail rate for the Telecommunications Service. The discount rates shall be as set forth in Attachment 2. Such discount shall reflect the costs avoided by BellSouth, using the avoided cost methodology set forth by the FCC, when selling a service for wholesale purposes.

2.9 Operational Support Systems.

2.9.1 LSRs submitted by means of one of the available electronic interfaces will incur the per LSR nonrecurring OSS electronic ordering charge associated with electronically ordered facilities as specified in Table 1 of this Attachment. Provided that electronic interfaces are functioning within specified standards and parameters, LSRs submitted by means other than one of the available electronic interfaces (mail, fax, courier, etc.) will incur a nonrecurring manual ordering charges associated with manually ordered facilities as specified in Table 1 of this Attachment. An individual LSR will be identified for billing purposes by its Purchase Order Number (PON). If electronic interfaces are not available or not functioning within specified standards or parameters at the time when the LSR is submitted, the manual ordering nonrecurring charge does not apply. The electronically ordered nonrecurring charge will apply in the event LSRs are submitted manually when electronic interfaces are not available or not functioning within specified standards or parameters. Each LSR and all its supplements or clarifications issued, regardless of their number, will count as a single LSR for nonrecurring charge billing purposes. Nonrecurring charges will not be refunded for LSRs that are canceled by MCIm.

2.9.1.1 For resold Services, OSS charges apply in addition to the charges described in Section 2.8 of this Attachment.

2.9.1.2 MCIm may use an LSR to provide a list of Services to be denied or restored, but such requests for denial or restoration will be billed as one LSR per service address, regardless of how requests are submitted.

2.10 To the extent BellSouth makes available to itself, its customers, subsidiaries, Affiliates or any other third parties any volume or term discounts, BellSouth shall make such volume and term discounts available to MCIm at the same rates, terms and conditions.

Attachment I
TABLE 1

BELLSOUTH/MCIm RATES – FLORIDA
LOCAL INTERCONNECTION AND UNBUNDLED NETWORK ELEMENTS

Element Description	Rate
NIDs	
NID per 2-Wire Analog VG Loop, Per Month	$1.08
NRC – Electronically Ordered - 1st	$0.00
NRC – Electronically Ordered - Add'l	$0.00
NRC – Manually Ordered – 1st	$70.32
NRC – Manually Ordered – Add'l	$54.35
NID per 4-Wire Analog VG Loop, Per Month	$1.08
NRC – Electronically Ordered - 1st	$0.00
NRC – Electronically Ordered - Add'l	$0.00
NRC – Manually Ordered – 1st	$70.32
NRC – Manually Ordered – Add'l	$54.35
NID per 2-Wire ISDN Digital VG Loop, Per Month	$1.08
NRC – Electronically Ordered - 1st	$0.00
NRC – Electronically Ordered - Add'l	$0.00
NRC – Manually Ordered – 1st	$70.32
NRC – Manually Ordered – Add'l	$54.35
NID per 2-Wire Asymmetrical Dig Subscriber Line (ADSL) Loop, Per Month.	$1.08
NRC – Electronically Ordered - 1st	$0.00
NRC – Electronically Ordered - Add'l	$0.00
NRC – Manually Ordered – 1st	$70.32
NRC – Manually Ordered – Add'l	$54.35
NID per 2-Wire High Bit Rate Dig Subscriber Line (HDSL) Loop per month	$1.08
NRC – Electronically Ordered - 1st	$0.00
NRC – Electronically Ordered - Add'l	$0.00
NRC – Manually Ordered – 1st	$70.32
NRC – Manually Ordered – Add'l	$54.35
NID per 4-Wire High Bit Rate Dig Subscriber Line (HDSL) Loop per month	$1.08
NRC – Electronically Ordered - 1st	$0.00
NRC – Electronically Ordered - Add'l	$0.00
NRC – Manually Ordered – 1st	$70.32
NRC – Manually Ordered – Add'l	$54.35
NID per 4-Wire 56 Kbps Digital Grade Loop per month	$1.08
NRC – Electronically Ordered - 1st	$0.00
NRC – Electronically Ordered - Add'l	$0.00
NRC – Manually Ordered – 1st	$70.32
NRC – Manually Ordered – Add'l	$54.35
NID per 4-Wire 64 Kbps Digital Grade Loop per month	$1.08

Element Description	Rate
NRC – Electronically Ordered - 1st	$0.00
NRC – Electronically Ordered - Add'l	$0.00
NRC – Manually Ordered – 1st	$70.32
NRC – Manually Ordered – Add'l	$54.35
NID per 2-Wire Unbundled Copper Loop per month	$0.00
NRC – Electronically Ordered - 1st	$0.00
NRC – Electronically Ordered - Add'l	$0.00
NRC – Manually Ordered – 1st	$0.00
NRC – Manually Ordered – Add'l	$0.00
NID per 4-Wire Unbundled Copper Loop per month	$0.00
NRC – Electronically Ordered - 1st	$0.00
NRC – Electronically Ordered - Add'l	$0.00
NRC – Manually Ordered – 1st	$0.00
NRC – Manually Ordered – Add'l	$0.00
LOOP, INCLUDING NID	
2-Wire Analog VG Loop-SL1, per month-Statewide	$0.00
Deaveraged-Recurring	
Zone 1 (see table 3 for zone weighting)	$0.00
Zone 2 (see table 3 for zone weighting)	$0.00
Zone 3 (see table 3 for zone weighting)	$0.00
NRC – Electronically Ordered – 1st	$0.00
NRC – Electronically Ordered – Add'l	$0.00
NRC - Manually Ordered —1st	$0.00
NRC – Manually Ordered—Add'l	$0.00
NRC - Order Coordination for Specified Conversion Time	$0.00
2-Wire Analog VG Loop-SL1-Manual Order Coord	
NRC - 1st	$0.00
NRC - Add'l	$0.00
2-Wire Analog VG Loop-SL2, per month-Statewide	$17.00
Deaveraged-Recurring	
Zone 1 (see table 3 for zone weighting)	$13.75
Zone 2 (see table 3 for zone weighting)	$20.13
Zone 3 (see table 3 for zone weighting)	$44.40
NRC – Electronically Ordered - 1st	$0.00
NRC – Electronically Ordered - Add'l	$0.00
NRC – Manually Ordered —1st	$140.00
NRC – Manually Ordered —Add'l	$42.00
NRC - Order Coordination for Specified Conversion Time	$0.00
4-Wire Analog VG Loop, per month Statewide	$30.00
Deaveraged-Recurring	
Zone 1 (see table 3 for zone weighting)	$24.26
Zone 2 (see table 3 for zone weighting)	$35.51
Zone 3 (see table 3 for zone weighting)	$78.35
NRC – Electronically Ordered - 1st	$0.00
NRC – Electronically Ordered - Add'l	$0.00
NRC – Manually Ordered—1st	$141.00

Element Description	Rate
NRC – Manually Ordered—Add'l	$43.00
NRC - Order Coordination for Specified Conversion Time	$0.00
2-Wire ISDN Digital Grade Loop, per month-Statewide	$40.00
Deaveraged-Recurring	
Zone 1 (see table 3 for zone weighting)	$32.34
Zone 2 (see table 3 for zone weighting)	$47.35
Zone 3 (see table 3 for zone weighting)	$104.47
NRC – Electronically Ordered - 1st	$0.00
NRC – Electronically Ordered - Add'l	$0.00
NRC – Manually Ordered 1st	$88.00
NRC - Manually Ordered - Add'l	$66.00
NRC - Order Coordination for Specified Conversion Time	$0.00
2-Wire Asymmetrical Dig Subscriber Line (ADSL) Compatible Loop, per month-Statewide	$15.81
Deaveraged-Recurring	
Zone 1 (see table 3 for zone weighting)	$12.78
Zone 2 (see table 3 for zone weighting)	$18.72
Zone 3 (see table 3 for zone weighting)	$41.29
NRC – Electronically Ordered - 1st	$0.00
NRC – Electronically Ordered - Add'l	$0.00
NRC - Manually Ordered — 1st	$113.85
NRC – Manually Ordered — Add'l	$99.61
NRC - Order Coordination for Specified Conversion Time	$0.00
2-Wire High Bit Rate Dig Subscriber Line (HDSL) Compatible Loop, per month-Statewide	$12.12
Deaveraged-Recurring	
Zone 1 (see table 3 for zone weighting)	$9.80
Zone 2 (see table 3 for zone weighting)	$14.35
Zone 3 (see table 3 for zone weighting)	$31.65
NRC – Electronically Ordered - 1st	$0.00
NRC – Electronically Ordered - Add'l	$0.00
NRC – Manually Ordered - 1st	$113.85
NRC – Manually Ordered - Add'l	$99.61
NRC - Order Coordination for Specified Conversion Time	$0.00
4-Wire High Bit Rate Dig Subscriber Line (HDSL) Compatible Loop, per month-Statewide	$18.24
Deaveraged-Recurring	
Zone 1 (see table 3 for zone weighting)	$14.75
Zone 2 (see table 3 for zone weighting)	$21.59
Zone 3 (see table 3 for zone weighting)	$47.64
NRC – Electronically Ordered - 1st	$0.00
NRC – Electronically Ordered - Add'l	$0.00
NRC – Manually Ordered - 1st	$116.91
NRC - Manually Ordered - Add'l	$101.71
NRC - Order Coordination for Specified Conversion Time	$0.00
4-Wire DS1 Digital Loop, per month-Statewide	$80.00
Deaveraged-Recurring	

Element Description	Rate
Zone 1 (see table 3 for zone weighting)	$64.69
Zone 2 (see table 3 for zone weighting)	$94.71
Zone 3 (see table 3 for zone weighting)	$208.93
NRC – Electronically Ordered 1st	$0.00
NRC – Electronically Ordered Add'l	$0.00
NRC – Manually Ordered – 1st	$112.00
NRC –Manually Ordered – Add'l	$91.00
NRC - Order Coordination for Specified Conversion Time	$0.00
4-Wire 56 Kbps Dig Grade Loop, per month-Statewide	$48.33
Deaveraged-Recurring	
Zone 1 (see table 3 for zone weighting)	$39.08
Zone 2 (see table 3 for zone weighting)	$57.21
Zone 3 (see table 3 for zone weighting)	$126.22
NRC – Electronically Ordered - 1st	$0.00
NRC – Electronically Ordered - Add'l	$0.00
NRC – Manually Ordered - 1st	$0.00
NRC - Manually Ordered - Add'l	$0.00
NRC - Order Coordination for Specified Conversion Time	$0.00
4-Wire 64 Kbps Dig Grade Loop, per month-Statewide	$48.33
Deaveraged-Recurring	
Zone 1 (see table 3 for zone weighting)	$39.08
Zone 2 (see table 3 for zone weighting)	$57.21
Zone 3 (see table 3 for zone weighting)	$126.22
NRC – Electronically Ordered - 1st	$0.00
NRC – Electronically Ordered - Add'l	$0.00
NRC – Manually Ordered - 1st	$0.00
NRC – Manually Ordered - Add'l	$0.00
NRC – Order Coordination for Specified Conversion Time	$0.00
2-Wire Unbundled Copper –Statewide	$0.00
Deaveraged-Recurring	
Zone 1 (see table 3 for zone weighting)	$0.00
Zone 2 (see table 3 for zone weighting)	$0.00
Zone 3 (see table 3 for zone weighting)	$0.00
NRC – Electronically Ordered - 1st	$0.00
NRC – Electronically Ordered - Add'l	$0.00
NRC - Manually Ordered — 1st	$0.00
NRC – Manually Ordered— Add'l	$0.00
NRC – Manually Ordered— Disconnect	$0.00
NRC - Coordination for Specified Conversion Time	$0.00
4-Wire Copper Loops – Statewide Monthly	$0.00
Deaveraged-Recurring	
Zone 1 (see table 3 for zone weighting)	$0.00
Zone 2 (see table 3 for zone weighting)	$0.00
Zone 3 (see table 3 for zone weighting)	$0.00
NRC-Electronically Ordered - 1st	$0.00
NRC-Electronically Ordered - Add'l	$0.00
NRC-Manually Ordered -1st	$0.00

Element Description	Rate
NRC-Manually Ordered - Add'l	$0.00
NRC-Disconnect-Electronically Ordered - 1st	$0.00
NRC-Disconnect-Electronically Ordered - Add'l	$0.00
NRC-Disconnect-Manually Ordered - 1st	$0.00
NRC-Disconnect-Manually Ordered - Add'l	$0.00
High Capacity Unbundled Local Loops	
High Capacity Unbundled Local Loop-DS3-per mile	$0.00
High Capacity Unbundled Local Loop-DS3-facility Terminations	$0.00
NRC-Electronically Ordered – 1st Installation	$0.00
NRC-Electronically Ordered – Add'l Installations	$0.00
NRC-Manually Ordered – 1st Installation	$0.00
NRC-Manually Ordered – Add'l Installations	$0.00
NRC-Electronically Ordered – 1st Disconnect	$0.00
NRC-Electronically Ordered – Add'l Disconnects	$0.00
NRC-Manually Ordered – 1st Disconnect	$0.00
NRC-Manually Ordered – Add'l Disconnects	$0.00
High Capacity Unbundled Local Loop-OC3-per mile	$0.00
High Capacity Unbundled Local Loop-OC3-facility Terminations	$0.00
NRC-Electronically Ordered – 1st Installation	$0.00
NRC-Electronically Ordered – Add'l Installations	$0.00
NRC-Manually Ordered – 1st Installation	$0.00
NRC-Manually Ordered – Add'l Installations	$0.00
NRC-Electronically Ordered – 1st Disconnect	$0.00
NRC-Electronically Ordered – Add'l Disconnects	$0.00
NRC-Manually Ordered – 1st Disconnect	$0.00
NRC-Manually Ordered – Add'l Disconnects	$0.00
High Capacity Unbundled Local Loop-OC12-per mile	$0.00
High Capacity Unbundled Local Loop-OC12-facility Terminations	$0.00
NRC-Electronically Ordered – 1st Installation	$0.00
NRC-Electronically Ordered – Add'l Installations	$0.00
NRC-Manually Ordered – 1st Installation	$0.00
NRC-Manually Ordered – Add'l Installations	$0.00
NRC-Electronically Ordered – 1st Disconnect	$0.00
NRC-Electronically Ordered – Add'l Disconnects	$0.00
NRC-Manually Ordered – 1st Disconnect	$0.00
NRC-Manually Ordered – Add'l Disconnects	$0.00
High Capacity Unbundled Local Loop-OC48-per mile	$0.00
High Capacity Unbundled Local Loop-OC48-facility	$0.00

Element Description	Rate
Terminations	
NRC-Electronically Ordered – 1st Installation	$0.00
NRC-Electronically Ordered – Add'l Installations	$0.00
NRC-Manually Ordered – 1st Installation	$0.00
NRC-Manually Ordered – Add'l Installations	$0.00
NRC-Electronically Ordered – 1st Disconnect	$0.00
NRC-Electronically Ordered – Add'l Disconnects	$0.00
NRC-Manually Ordered – 1st Disconnect	$0.00
NRC-Manually Ordered – Add'l Disconnects	$0.00
High Capacity Unbundled Local Loop-OC48-InterfaceOC12 on OC48	$0.00
NRC-Electronically Ordered – 1st Installation	$0.00
NRC-Electronically Ordered – Add'l Installations	$0.00
NRC-Manually Ordered – 1st Installation	$0.00
NRC-Manually Ordered – Add'l Installations	$0.00
NRC-Electronically Ordered – 1st Disconnect	$0.00
NRC-Electronically Ordered – Add'l Disconnects	$0.00
NRC-Manually Ordered – 1st Disconnect	$0.00
NRC-Manually Ordered – Add'l Disconnects	$0.00
High Capacity Unbundled Local Loop-STS1-per mile	$0.00
High Capacity Unbundled Local Loop-STS1-facility Terminations	$0.00
NRC-Electronically Ordered – 1st Installation	$0.00
NRC-Electronically Ordered – Add'l Installations	$0.00
NRC-Manually Ordered – 1st Installation	$0.00
NRC-Manually Ordered – Add'l Installations	$0.00
NRC-Electronically Ordered – 1st Disconnect	$0.00
NRC-Electronically Ordered – Add'l Disconnects	$0.00
NRC-Manually Ordered – 1st Disconnect	$0.00
NRC-Manually Ordered – Add'l Disconnects	$0.00
Loop Testing	
Loop Testing Beyond Voice Grade-Basic Per Half Hour	
NRC-Electronically Ordered - 1st	$0.00
NRC-Electronically Ordered – Add'l	$0.00
NRC-Manually Ordered -1st	$0.00
NRC-Manually Ordered - Add'l	$0.00
Loop Testing Beyond Voice Grade-Overtime Per Half Hour	
NRC-Electronically Ordered - 1st	$0.00
NRC-Electronically Ordered – Add'l	$0.00
NRC-Manually Ordered -1st	$0.00
NRC-Manually Ordered - Add'l	$0.00
Loop Testing Beyond Voice Grade-Premium Per Half Hour	
NRC-Electronically Ordered - 1st	$0.00
NRC-Electronically Ordered – Add'l	$0.00
NRC-Manually Ordered -1st	$0.00
NRC-Manually Ordered - Add'l	$0.00

Element Description	Rate
COMBINATIONS	
2-Wire Voice Grade Loop with 2-wire Line Port – Recurring – Statewide Average	19.00
Deaveraged Recurring	
Zone 1 (see table 3 for zone weighting)	$15.75
Zone 2 (see table 3 for zone weighting)	$22.13
Zone 3 (see table 3 for zone weighting)	$46.40
NRC-Electronically Ordered - 1st	$1.46
NRC-Electronically Ordered – Add'l	$0.93
NRC-Manually Ordered -1st	$1.46
NRC-Manually Ordered - Add'l	$0.93
2-Wire Voice Grade Extended Loop with DS1 Dedicated Interoffice Transport	
2-Wire Voice Grade Loop-Recurring	$0.00
Interoffice Transport-Dedicated-DS1-Per Mile-Recurring	$0.00
Interoffice-Transport-Dedicated-DS1- Per Facility termination-Recurring	$0.00
Interoffice Transport-Dedicated- DS1 System-Recurring	$0.00
2-Wire Voice Grade Extended Loop/DS1 Interoffice Combination – Statewide Average	
Deaveraged Recurring	
Zone 1 (see table 3 for zone weighting)	$0.00
Zone 2 (see table 3 for zone weighting)	$0.00
Zone 3 (see table 3 for zone weighting)	$0.00
NRC- Electronically Ordered - 1st	$0.00
NRC- Electronically Ordered – Add'l	$0.00
NRC-Manually Ordered -1st	$0.00
NRC-Manually Ordered -Add'l	$0.00
Interoffice Transport-Voice Grade Plug-in-Recurring	$0.00
NRC-Disconnect-Electronically Ordered - 1st	$0.00
NRC-Disconnect-Electronically Ordered – Add'l	$0.00
NRC-Disconnect-Manually Ordered -1st	$0.00
NRC-Disconnect-Manually Ordered -Add'l	$0.00
4-Wire Voice grade Extended Loop with DS1 Dedicated Interoffice Transport-Recurring	
4-Wire Voice Grade Loop-Recurring	$0.00
Interoffice Transport-Dedicated-DS1-Per Mile-Recurring	$0.00
Interoffice-Transport-Dedicated-DS1- Per Facility termination-	$0.00

Element Description	Rate
Recurring	
Interoffice Transport-Dedicated- DS1 System-Recurring	$0.00
4-Wire Voice Grade Extended Loop/DS1 Interoffice Combination – Statewide Average	$0.00
Zone 1 (see table 3 for zone weighting)	$0.00
Zone 2 (see table 3 for zone weighting)	$0.00
Zone 3 (see table 3 for zone weighting)	$0.00
NRC-Electronically Ordered - 1st	$0.00
NRC-Electronically Ordered – Add'l	$0.00
NRC-Manually Ordered -1st	$0.00
NRC-Manually Ordered - Add'l	$0.00
Interoffice Transport-Voice Grade Plug-in-Recurring	$0.00
NRC-Disconnect-1st	$0.00
NRC-Disconnect-Add'l	$0.00
NRC-Disconnect-Manual-1st	$0.00
NRC-Disconnect-Manual-Add'l	$0.00
4-Wire 56 or 64 KBPS Extended Digital Loop with Dedicated DS1 Interoffice Transport-Recurring	
4-Wire 56 or 64 KBPS Digital Grade Loop-Recurring	$0.00
Interoffice Transport-Dedicated-DS1-Per Mile-Recurring	$0.00
Interoffice-Transport-Dedicated-DS1- Per Facility termination-Recurring	$0.00
Interoffice Transport-Dedicated- DS1 System-Recurring	$0.00
4-Wire 56 or 64 KBPS Digital Grade Loop/DS1 Interoffice Combination – Statewide Average	$0.00
Deaveraged Recurring	$0.00
Zone 1 (see table 3 for zone weighting)	$0.00
Zone 2 (see table 3 for zone weighting)	$0.00
Zone 3 (see table 3 for zone weighting)	$0.00
NRC-Electronically Ordered - 1st	$0.00
NRC-Electronically Ordered – Add'l	$0.00
NRC-Manually Ordered -1st	$0.00
NRC-Manually Ordered – Add'l	$0.00
Interoffice Transport-Voice Grade Plug-in-Recurring	$0.00
NRC-Electronically Ordered - 1st	$0.00
NRC-Electronically Ordered – Add'l	$0.00
NRC-Manually Ordered -1st	$0.00

Element Description	Rate
NRC-Manually Ordered – Add'l	$0.00
Extended 2 Wire Voice Grade Dedicated Local Channel with Dedicated DS1 Interoffice Transport	
Local Channel-Dedicated-2 Wire Voice Grade-Recurring	$0.00
Interoffice Transport-Dedicated-DS1-Per Mile-Recurring	$0.00
Interoffice-Transport-Dedicated-DS1- Per Facility termination-Recurring	$0.00
Interoffice Transport-Dedicated- DS1 System-Recurring	$0.00
Extended 2 Wire Voice Grade Dedicated Local Channel with Dedicated DS1 Interoffice Transport – Statewide Average	
Deaveraged Recurring	$0.00
Zone 1 (see table 3 for zone weighting)	$0.00
Zone 2 (see table 3 for zone weighting)	$0.00
Zone 3 (see table 3 for zone weighting)	$0.00
NRC-Electronically Ordered - 1st	$0.00
NRC-Electronically Ordered – Add'l	$0.00
NRC-Manually Ordered -1st	$0.00
NRC-Manually Ordered - Add'l	$0.00
Interoffice Transport-Voice Grade Plug-in-Recurring	$0.00
NRC-Disconnect-1st	$0.00
NRC-Disconnect-Add'l	$0.00
NRC-Disconnect-Manual-1st	$0.00
NRC-Disconnect-Manual-Add'l	$0.00
Extended 4-Wire Voice Grade Dedicated Local Channel with Dedicated DS1 Interoffice Transport	
Local Channel-Dedicated-4 Wire Voice Grade-Recurring	$0.00
Interoffice Transport-Dedicated-DS1-Per Mile-Recurring	$0.00
Interoffice-Transport-Dedicated-DS1- Per Facility termination-Recurring	$0.00
Interoffice Transport-Dedicated- DS1 System-Recurring	$0.00
Extended 4 Wire Voice Grade Dedicated Local Channel with Dedicated DS1 Interoffice Transport – Statewide Average	$0.00
Deaveraged Recurring	$0.00
Zone 1 (see table 3 for zone weighting)	$0.00
Zone 2 (see table 3 for zone weighting)	$0.00
Zone 3 (see table 3 for zone weighting)	$0.00
NRC-Electronically Ordered - 1st	$0.00
NRC-Electronically Ordered – Add'l	$0.00

Element Description	Rate
NRC-Manually Ordered -1st	$0.00
NRC-Manually Ordered - Add'l	$0.00
Interoffice Transport-Voice Grade Plug-in-Recurring	$0.00
NRC-Electronically Ordered – 1st Installation	$0.00
NRC-Electronically Ordered – Add'l Installations	$0.00
NRC-Manually Ordered – 1st Installation	$0.00
NRC-Manually Ordered – Add'l Installations	$0.00
NRC-Electronically Ordered – 1st Disconnect	$0.00
NRC-Electronically Ordered – Add'l Disconnects	$0.00
NRC-Manually Ordered – 1st Disconnect	$0.00
NRC-Manually Ordered – Add'l Disconnects	$0.00
Extended 4-Wire DS1 Digital Loop with Dedicated DS1 Interoffice Transport	
4-Wire DS1 Digital Loop-Recurring	$0.00
Interoffice Transport-Dedicated-DS1-Per Mile-Recurring	$0.00
Interoffice-Transport-Dedicated-DS1- Per Facility termination-Recurring	$0.00
Extended 4-Wire DS1 Digital Loop with Dedicated DS1 Interoffice Transport – Statewide Average	$0.00
Deaveraged Recurring	$0.00
Zone 1 (see table 3 for zone weighting)	$0.00
Zone 2 (see table 3 for zone weighting)	$0.00
Zone 3 (see table 3 for zone weighting)	$0.00
NRC-Electronically Ordered – 1st Installation	$0.00
NRC-Electronically Ordered – Add'l Installations	$0.00
NRC-Manually Ordered – 1st Installation	$0.00
NRC-Manually Ordered – Add'l Installations	$0.00
NRC-Electronically Ordered – 1st Disconnect	$0.00
NRC-Electronically Ordered – Add'l Disconnects	$0.00
NRC-Manually Ordered – 1st Disconnect	$0.00
NRC-Manually Ordered – Add'l Disconnects	$0.00
Extended 4-Wire DS1 Digital Loop with Dedicated DS3 Interoffice Transport	
4-Wire DS1 Digital Loop	$0.00
Interoffice Transport-Dedicated-DS3-Per Mile-Recurring	$0.00
Interoffice-Transport-Dedicated-DS3- Per Facility termination-Recurring	$0.00
Interoffice Transport-Dedicated- DS3 System-Recurring	$0.00

Element Description	Rate
Extended 4-Wire DS1 Digital Loop with Dedicated DS3 Interoffice Transport – Statewide Average	$0.00
Deaveraged Recurring	$0.00
Zone 1 (see table 3 for zone weighting)	$0.00
Zone 2 (see table 3 for zone weighting)	$0.00
Zone 3 (see table 3 for zone weighting)	$0.00
NRC-Electronically Ordered - 1st	$0.00
NRC-Electronically Ordered - Add'l	$0.00
NRC-Manually Ordered -1st	$0.00
NRC-Manually Ordered - Add'l	$0.00
Interoffice Transport-DS1 Card or W-DCS Port	$0.00
NRC-Disconnect-1st	$0.00
NRC-Disconnect-Add'l	$0.00
NRC-Disconnect-Manual-1st	$0.00
NRC-Disconnect-Manual-Add'l	$0.00
Extended DS1 Dedicated Local Channel with Dedicated DS3 Interoffice Transport	
Local Channel-Dedicated-DS1	$0.00
Local Channel-Dedicated-DS3-Per Mile-Recurring	$0.00
Interoffice-Transport-Dedicated-DS3- Per Facility termination-Recurring	$0.00
Interoffice Transport-Dedicated- DS3 System-Recurring	$0.00
Extended DS1 Dedicated Local Channel with Dedicated DS3 Interoffice Transport – Statewide Average – per month	$0.00
Deaveraged Recurring	$0.00
Zone 1 (see table 3 for zone weighting)	$0.00
Zone 2 (see table 3 for zone weighting)	$0.00
Zone 3 (see table 3 for zone weighting)	$0.00
NRC-Electronically Ordered - 1st	$0.00
NRC-Electronically Ordered - Add'l	$0.00
NRC-Manually Ordered -1st	$0.00
NRC-Manually Ordered - Add'l	$0.00
2-Wire Voice Grade Loop with 2-Wire DID Trunk Port – per month	$0.00
Deaveraged Recurring	
Zone 1 (see table 3 for zone weighting)	$0.00
Zone 2 (see table 3 for zone weighting)	$0.00
Zone 3 (see table 3 for zone weighting)	$0.00

Element Description	Rate
NRC – Electronically Ordered – 1st	$0.00
NRC – Electronically Ordered – Add'l	$0.00
NRC – Manually Ordered – 1st	$0.00
NRC – Manually Ordered – Add'l	$0.00
2-Wire ISDN Digital Grade Loop with 2-Wire ISDN Digital Line Side Port – Statewide Average – per month	$53.00
Deaveraged Recurring	
Zone 1 (see table 3 for zone weighting)	$45.34
Zone 2 (see table 3 for zone weighting)	$60.35
Zone 3 (see table 3 for zone weighting)	$117.47
NRC – Electronically Ordered – 1st	$3.02
NRC – Electronically Ordered – Add'l	$2.49
NRC – Manually Ordered – 1st	$3.02
NRC – Manually Ordered – Add'l	$2.49
2-Wire ISDN Digital Grade Loop with 2-Wire ISDN Digital Line Side Port – Non Feature Subsequent Activity	$0.00
4-Wire DS1 Digital Grade Loop with 4-Wire ISDN Digital Trunk Port – Statewide Average – per month	$0.00
Deaveraged Recurring	
Zone 1 (see table 3 for zone weighting)	$0.00
Zone 2 (see table 3 for zone weighting)	$0.00
Zone 3 (see table 3 for zone weighting)	$0.00
NRC – Electronically Ordered – 1st	$0.00
NRC – Electronically Ordered – Add'l	$0.00
NRC – Manually Ordered – 1st	$0.00
NRC – Manually Ordered – Add'l	$0.00
4-Wire DS1 Digital Grade Loop with 4-Wire ISDN Digital Trunk Port – Subsequent Channel Activation – NRC Per Channel	$0.00
4-Wire DS1 Digital Grade Loop with 4-Wire ISDN Digital Trunk Port – Subsequent Inward/2-Way Telephone Numbers – NRC	$0.00
4-Wire DS1 Digital Grade Loop with 4-Wire ISDN Digital Trunk Port – Subsequent Outward Telephone Numbers – NRC	$0.00
4-Wire DS1 Digital Grade Loop with 4-Wire ISDN Digital Trunk Port – Subsequent Inward Telephone Numbers – NRC	$0.00
4-Wire DS1 Digital Grade Loop with 4-Wire ISDN Digital Trunk Port – Subsequent Service Order – per Order - NRC	$0.00
4-Wire DS1 Digital Loop with 4-Wire DID Trunk Port – per month – Statewide Average	$0.00

Element Description	Rate
Deaveraged Recurring	
Zone 1 (see table 3 for zone weighting)	$0.00
Zone 2 (see table 3 for zone weighting)	$0.00
Zone 3 (see table 3 for zone weighting)	$0.00
4-Wire DS1 Digital Loop with 4-Wire DID Trunk Port – Subsequent Channel Activation – Per Channel – NRC	$0.00
4-Wire DS1 Digital Loop with 4-Wire DID Trunk Port – Subsequent Telephone Numbers – NRC	$0.00
4-Wire DS1 Digital Loop with 4-Wire DID Trunk Port – Subsequent Signaling Changes – NRC	$0.00
4-Wire DS1 Digital Loop with 4-Wire DID Trunk Port – Subsequent Service Order – per Order	$0.00
Interoffice Transport-DS1 Card or W-DCS port-Recurring	$0.00
NRC-Disconnect-1st	$0.00
NRC-Disconnect-Add'l	$0.00
NRC-Disconnect-Manual-1st	$0.00
NRC-Disconnect-Manual-Add'l	$0.00
2-Wire Design Loop/Line Side Port Combination	
NRC-1st	$0.00
NRC-Add'l	$0.00
4-Wire Design Loop/Line Side Port Combination	
NRC-1st	$0.00
NRC-Add'l	$0.00
SUB-LOOPS	
Sub-Loop 2-Wire Analog	
Loop Distribution per 2-Wire Analog VG Loop (Including NID), per month	$8.57
NRC – Electronically Order - 1st	$0.00
NRC – Electronically Ordered - Add'l	$0.00
NRC - Manually Ordered—1st	$78.29
NRC - Manually Ordered - Add'l	$58.33
NRC - Manual Order Coordination- per loop	$0.00
Sub-Loop Distribution per 4-Wire Analog VG Loop (Including NID), per month	$11.29
NRC-Electronically Ordered – 1st Installation	$0.00
NRC-Electronically Ordered – Add'l Installations	$0.00
NRC-Manually Ordered – 1st Installation	$112.07
NRC-Manually Ordered – Add'l Installations	$92.11
Sub-Loop Distribution per ISDN Digital Grade Loop	$0.00
NRC-Electronically Ordered – 1st Installation	$0.00
NRC-Electronically Ordered – Add'l Installations	$0.00
NRC-Manually Ordered – 1st Installation	$0.00

Element Description	Rate
NRC-Manually Ordered – Add'l Installations	$0.00
NRC-Electronically Ordered – 1st Disconnect	$0.00
NRC-Electronically Ordered – Add'l Disconnects	$0.00
NRC-Manually Ordered – 1st Disconnect	$0.00
NRC-Manually Ordered – Add'l Disconnects	$0.00
Sub-Loop Distribution per 2-Wire ADSL Compatible Loop	$0.00
NRC-Electronically Ordered – 1st Installation	$0.00
NRC-Electronically Ordered – Add'l Installations	$0.00
NRC-Manually Ordered – 1st Installation	$0.00
NRC-Manually Ordered – Add'l Installations	$0.00
NRC-Electronically Ordered – 1st Disconnect	$0.00
NRC-Electronically Ordered – Add'l Disconnects	$0.00
NRC-Manually Ordered – 1st Disconnect	$0.00
NRC-Manually Ordered – Add'l Disconnects	$0.00
Sub-Loop Distribution per 2-Wire HDSL Compatible Loop	$0.00
NRC-Electronically Ordered – 1st Installation	$0.00
NRC-Electronically Ordered – Add'l Installations	$0.00
NRC-Manually Ordered – 1st Installation	$0.00
NRC-Manually Ordered – Add'l Installations	$0.00
NRC-Electronically Ordered – 1st Disconnect	$0.00
NRC-Electronically Ordered – Add'l Disconnects	$0.00
NRC-Manually Ordered – 1st Disconnect	$0.00
NRC-Manually Ordered – Add'l Disconnects	$0.00
Sub-Loop Distribution per 4-Wire HDSL Compatible Loop	$0.00
NRC-Electronically Ordered – 1st Installation	$0.00
NRC-Electronically Ordered – Add'l Installations	$0.00
NRC-Manually Ordered – 1st Installation	$0.00
NRC-Manually Ordered – Add'l Installations	$0.00
NRC-Electronically Ordered – 1st Disconnect	$0.00
NRC-Electronically Ordered – Add'l Disconnects	$0.00
NRC-Manually Ordered – 1st Disconnect	$0.00
NRC-Manually Ordered – Add'l Disconnects	$0.00
Sub-Loop Distribution per 4-Wire- 56 or 64 KBPS Digital Grade Loop	$0.00
NRC-Electronically Ordered – 1st Installation	$0.00
NRC-Electronically Ordered – Add'l Installations	$0.00
NRC-Manually Ordered – 1st Installation	$0.00
NRC-Manually Ordered – Add'l Installations	$0.00
NRC-Electronically Ordered – 1st Disconnect	$0.00
NRC-Electronically Ordered – Add'l Disconnects	$0.00
NRC-Manually Ordered – 1st Disconnect	$0.00
NRC-Manually Ordered – Add'l Disconnects	$0.00
Sub-Loop Distribution per 2-Wire Copper Loop	$0.00
NRC-Electronically Ordered – 1st Installation	$0.00
NRC-Electronically Ordered – Add'l Installations	$0.00
NRC-Manually Ordered – 1st Installation	$0.00
NRC-Manually Ordered – Add'l Installations	$0.00

Element Description	Rate
NRC-Electronically Ordered – 1st Disconnect	$0.00
NRC-Electronically Ordered – Add'l Disconnects	$0.00
NRC-Manually Ordered – 1st Disconnect	$0.00
NRC-Manually Ordered – Add'l Disconnects	$0.00
Sub-Loop Distribution per 4-Wire Copper Loop	$0.00
NRC-Electronically Ordered – 1st Installation	$0.00
NRC-Electronically Ordered – Add'l Installations	$0.00
NRC-Manually Ordered – 1st Installation	$0.00
NRC-Manually Ordered – Add'l Installations	$0.00
NRC-Electronically Ordered – 1st Disconnect	$0.00
NRC-Electronically Ordered – Add'l Disconnects	$0.00
NRC-Manually Ordered – 1st Disconnect	$0.00
NRC-Manually Ordered – Add'l Disconnects	$0.00
Sub-Loop Feeder per 4-wire analog Voice grade Loop	$0.00
NRC-Electronically Ordered – 1st Installation	$0.00
NRC-Electronically Ordered – Add'l Installations	$0.00
NRC-Manually Ordered – 1st Installation	$0.00
NRC-Manually Ordered – Add'l Installations	$0.00
NRC-Electronically Ordered – 1st Disconnect	$0.00
NRC-Electronically Ordered – Add'l Disconnects	$0.00
NRC-Manually Ordered – 1st Disconnect	$0.00
NRC-Manually Ordered – Add'l Disconnects	$0.00
Sub-Loop Feeder ISDN Digital Grade Loop	$0.00
NRC-Electronically Ordered – 1st Installation	$0.00
NRC-Electronically Ordered – Add'l Installations	$0.00
NRC-Manually Ordered – 1st Installation	$0.00
NRC-Manually Ordered – Add'l Installations	$0.00
NRC-Electronically Ordered – 1st Disconnect	$0.00
NRC-Electronically Ordered – Add'l Disconnects	$0.00
NRC-Manually Ordered – 1st Disconnect	$0.00
NRC-Manually Ordered – Add'l Disconnects	$0.00
Sub-Loop Feeder per 2-Wire ADSL Compatible Loop	$0.00
NRC-Electronically Ordered – 1st Installation	$0.00
NRC-Electronically Ordered – Add'l Installations	$0.00
NRC-Manually Ordered – 1st Installation	$0.00
NRC-Manually Ordered – Add'l Installations	$0.00
NRC-Electronically Ordered – 1st Disconnect	$0.00
NRC-Electronically Ordered – Add'l Disconnects	$0.00
NRC-Manually Ordered – 1st Disconnect	$0.00
NRC-Manually Ordered – Add'l Disconnects	$0.00
Sub-Loop Feeder per 2-Wire HDSL Compatible Loop	$0.00
NRC-Electronically Ordered – 1st Installation	$0.00
NRC-Electronically Ordered – Add'l Installations	$0.00
NRC-Manually Ordered – 1st Installation	$0.00
NRC-Manually Ordered – Add'l Installations	$0.00
NRC-Electronically Ordered – 1st Disconnect	$0.00
NRC-Electronically Ordered – Add'l Disconnects	$0.00

Element Description	Rate
NRC-Manually Ordered – 1st Disconnect	$0.00
NRC-Manually Ordered – Add'l Disconnects	$0.00
Sub-Loop Feeder per 4-Wire HDSL Compatible Loop	$0.00
NRC-Electronically Ordered – 1st Installation	$0.00
NRC-Electronically Ordered – Add'l Installations	$0.00
NRC-Manually Ordered – 1st Installation	$0.00
NRC-Manually Ordered – Add'l Installations	$0.00
NRC-Electronically Ordered – 1st Disconnect	$0.00
NRC-Electronically Ordered – Add'l Disconnects	$0.00
NRC-Manually Ordered – 1st Disconnect	$0.00
NRC-Manually Ordered – Add'l Disconnects	$0.00
Sub-Loop Feeder per 4-Wire 56 or 64 Digital Grade Loop	$0.00
NRC-Electronically Ordered – 1st Installation	$0.00
NRC-Electronically Ordered – Add'l Installations	$0.00
NRC-Manually Ordered – 1st Installation	$0.00
NRC-Manually Ordered – Add'l Installations	$0.00
NRC-Electronically Ordered – 1st Disconnect	$0.00
NRC-Electronically Ordered – Add'l Disconnects	$0.00
NRC-Manually Ordered – 1st Disconnect	$0.00
NRC-Manually Ordered – Add'l Disconnects	$0.00
Sub-Loop Feeder per 2-Wire Copper Loop	$0.00
NRC-Electronically Ordered – 1st Installation	$0.00
NRC-Electronically Ordered – Add'l Installations	$0.00
NRC-Manually Ordered – 1st Installation	$0.00
NRC-Manually Ordered – Add'l Installations	$0.00
NRC-Electronically Ordered – 1st Disconnect	$0.00
NRC-Electronically Ordered – Add'l Disconnects	$0.00
NRC-Manually Ordered – 1st Disconnect	$0.00
NRC-Manually Ordered – Add'l Disconnects	$0.00
Sub-Loop Feeder per 4-Wire Copper Loop	$0.00
NRC-Electronically Ordered – 1st Installation	$0.00
NRC-Electronically Ordered – Add'l Installations	$0.00
NRC-Manually Ordered – 1st Installation	$0.00
NRC-Manually Ordered – Add'l Installations	$0.00
NRC-Electronically Ordered – 1st Disconnect	$0.00
NRC-Electronically Ordered – Add'l Disconnects	$0.00
NRC-Manually Ordered – 1st Disconnect	$0.00
NRC-Manually Ordered – Add'l Disconnects	$0.00
Sub-Loop-Order Coordination for Specified Conversion Time-Electronic-NRC	$0.00
Sub-Loop-Order Coordination for Specified Conversion Time-Manual-NRC	$0.00
Loop Concentration- Channelization Sys (Outside CO)	
DLC System, per month	$0.00
NRC-Electronically Ordered – 1st Installation	$0.00
NRC-Electronically Ordered – Add'l Installations	$0.00

Element Description	Rate
NRC-Manually Ordered – 1st Installation	$0.00
NRC-Manually Ordered – Add'l Installations	$0.00
NRC-Electronically Ordered – 1st Disconnect	$0.00
NRC-Electronically Ordered – Add'l Disconnects	$0.00
NRC-Manually Ordered – 1st Disconnect	$0.00
NRC-Manually Ordered – Add'l Disconnects	$0.00
DS1 Feeder Interface, per month	$0.00
NRC-1st	$0.00
NRC-Add'l	$0.00
Channel Interface-2-Wire Voice, per month	$0.00
NRC-1st	$0.00
NRC-Add'l	$0.00
Channel Interface-2-Wire ISDN, per month	$0.00
NRC-1st	$0.00
NRC-Add'l	$0.00
Channel Interface-4Wire Voice, per month	$0.00
NRC-1st	$0.00
NRC-Add'l	$0.00
Test Circuit	$0.00
NRC-1st	$0.00
NRC-Add'l	$0.00
Channel Interface-Digital 56kpbs, per month	$0.00
NRC-1st	$0.00
NRC-Add'l	$0.00
Channel Interface-Digital 64kpbs, per month	$0.00
NRC-1st	$0.00
NRC-Add'l	$0.00
Loop Channelization and CO Interface (inside the CO)	
DLC – Loop Channelization System, per month	$0.00
NRC – Electronically Ordered – 1st	$0.00
NRC – Electronically Ordered – Add'l	$0.00
NRC – Manually Ordered – 1st	$0.00
NRC – Manually Ordered – Add'l	$0.00
DS1 Feeder Interface, per month	$0.00
NRC – Electronically Ordered – 1st	$0.00
NRC – Electronically Ordered – Add'l	$0.00
NRC – Manually Ordered – 1st	$0.00
NRC – Manually Ordered – Add'l	$0.00
Channel Interface-2-Wire Voice, per month	$0.00
NRC – Electronically Ordered – 1st	$0.00
NRC – Electronically Ordered – Add'l	$0.00
NRC – Manually Ordered – 1st	$0.00
NRC – Manually Ordered – Add'l	$0.00
Channel Interface-2-Wire ISDN, per month	$0.00

Element Description	Rate
NRC – Electronically Ordered – 1st	$0.00
NRC – Electronically Ordered – Add'l	$0.00
NRC – Manually Ordered – 1st	$0.00
NRC – Manually Ordered – Add'l	$0.00
Channel Interface-4Wire Voice, per month	$0.00
NRC – Electronically Ordered – 1st	$0.00
NRC – Electronically Ordered – Add'l	$0.00
NRC – Manually Ordered – 1st	$0.00
NRC – Manually Ordered – Add'l	$0.00
Test Circuit	$0.00
NRC-1st	$0.00
NRC-Add'l	$0.00
Channel Interface-Digital 56kpbs, per month	$0.00
NRC-1st	$0.00
NRC-Add'l	$0.00
Channel Interface-Digital 64kpbs, per month	$0.00
NRC-1st	$0.00
NRC-Add'l	$0.00
Channelization-Channel System DS1 to DS0	$480.00
NRC-Electronically Ordered – 1st Installation	$0.00
NRC-Electronically Ordered – Add'l Installations	$0.00
NRC-Manually Ordered – 1st Installation	$350.00
NRC-Manually Ordered – Add'l Installations	$90.00
Interface Unit-Interface DS1-DS0-OCU-DP Card	$0.00
NRC-Electronically Ordered - 1st	$0.00
NRC-Electronically Ordered - Add'l	$0.00
NRC-Manually Ordered -1st	$0.00
NRC-Manually Ordered - Add'l	$0.00
Interface Unit-Interface DS1-DS0-Brite Card	$0.00
NRC-Electronically Ordered - 1st	$0.00
NRC-Electronically Ordered - Add'l	$0.00
NRC-Manually Ordered -1st	$0.00
NRC-Manually Ordered - Add'l	$0.00
Interface unit-Interface DS1-DS0-Voice Grade Card	$1.50
NRC-Electronically Ordered - 1st	$0.00
NRC-Electronically Ordered - Add'l	$0.00
NRC-Manually Ordered -1st	$5.75
NRC-Manually Ordered - Add'l	$5.50
Channelization-Channel System DS3 to DS1	$0.00
NRC-Electronically Ordered – 1st Installation	$0.00
NRC-Electronically Ordered – Add'l Installations	$0.00
NRC-Manually Ordered – 1st Installation	$0.00
NRC-Manually Ordered – Add'l Installations	$0.00
Interface Unit-Interface DS3-DS1	$0.00
NRC-Electronically Ordered - 1st	$0.00
NRC-Electronically Ordered - Add'l	$0.00
NRC-Manually Ordered -1st	$0.00

Element Description	Rate
NRC-Manually Ordered - Add'l	$0.00
UNBUNDLED LOCAL EXCHANGE SWITCHING (PORTS)	
2-Wire Analog Line Port including all features (Res., Bus.), per month	$2.00
NRC – Electronically Ordered 1st (all types)	$0.00
NRC – Electronically Ordered Add'l (all types)	$0.00
NRC – Manually Ordered - 1st	$38.00
NRC - Manually Ordered - Add'l	$15.00
4-Wire Analog VG Port, per month	$9.14
NRC – Electronically Ordered 1st (all types)	$0.00
NRC – Electronically Ordered Add'l (all types)	$0.00
NRC – Manually Ordered - 1st	$5.86
NRC - Manually Ordered - Add'l	$5.86
2-Wire Digital Line Side ISDN Port, per month	$13.00
NRC – Electronically Ordered 1st	$0.00
NRC – Electronically Ordered Add'l	$0.00
NRC – Manually Ordered - 1st	$88.00
NRC – Manually Ordered - Add'l	$66.00
4-Wire ISDN DS1 Port, per month	$0.00
NRC – Electronically Ordered 1st	$0.00
NRC – Electronically Ordered Add'l	$0.00
NRC – Manually Ordered - 1st	$0.00
NRC – Manually Ordered - Add'l	$0.00
2-Wire Analog Line Port (PBX), per month	$0.00
NRC – Electronically Ordered 1st	$0.00
NRC – Electronically Ordered Add'l	$0.00
NRC – Manually Ordered - 1st	$0.00
NRC – Manually Ordered - Add'l	$0.00
2-Wire DID Port, per month	$0.00
NRC – Electronically Ordered 1st	$0.00
NRC – Electronically Ordered Add'l	$0.00
NRC – Manually Ordered - 1st	$0.00
NRC – Manually Ordered - Add'l	$0.00
4-Wire DS1 Port w/DID capability, per month	$125.00
NRC – Electronically Ordered 1st	$0.00
NRC – Electronically Ordered Add'l	$0.00
NRC – Manually Ordered - 1st	$112.00
NRC – Manually Ordered - Add'l	$91.00
Coin Port, per month	$0.00
NRC – Electronically Ordered 1st	$0.00
NRC – Electronically Ordered Add'l	$0.00
NRC – Manually Ordered - 1st	$0.00
NRC – Manually Ordered - Add'l	$0.00
Unbundled End Office Switching (Port Usage)	
End Office Switching Function & End Office Interoffice Trunk	$0.0175

Element Description	Rate
Port—Shared, 1st minute	
End Office Switching Function & End Office Interoffice Trunk Port—Shared, Additional Minutes	.0005
Unbundled Tandem Switching (Port Usage) (Local or Access Tandem)	
Tandem Switching Function & Tandem Interoffice Trunk Port--Shared per mou	$0.00029
UNBUNDLED INTEROFFICE TRANSPORT	
Common (Shared) Transport	
Common (Shared) Transport per mile per mou	$0.000012
Common (Shared) Transport Facilities Termination per mou	$0.00
Interoffice Transport - Dedicated – VG	
Interoffice Transport - Dedicated - 2-Wire VG - per mile per month	$1.60
Interoffice Transport - Dedicated - 2-Wire VG - per mou	$0.0005
Interoffice Transport - Dedicated - 2-Wire VG – facilities termination per month	$59.75
NRC – Electronically Ordered 1st (all types)	$0.00
NRC – Electronically Ordered Add'l (all types)	$0.00
NRC – Manually Ordered - 1st	$100.49
NRC – Manually Ordered - Add'l	$100.49
Interoffice Transport - Dedicated - DS0 – 56/64 KBPS	
Interoffice Transport - Dedicated - DS0 - per mile per month	$0.00
Interoffice Transport - Dedicated - DS0 - facilities termination per month	$0.00
NRC – Electronically Ordered 1st	$0.00
NRC – Electronically Ordered Add'l	$0.00
NRC – Manually Ordered - 1st	$0.00
NRC – Manually Ordered - Add'l	$0.00
Interoffice Transport - Dedicated - DS1	
Interoffice Transport - Dedicated - DS1 – per mile per month	$0.00
Interoffice Transport - Dedicated - DS1 – facilities termination per month	$0.00
NRC – Electronically Ordered 1st	$0.00
NRC – Electronically Ordered Add'l	$0.00
NRC – Manually Ordered - 1st	$0.00
NRC – Manually Ordered - Add'l	$0.00
Interoffice Transport - Dedicated – DS3	
Interoffice Transport - Dedicated – DS3 – per mile per month	$0.00
Interoffice Transport - Dedicated – DS3 – facilities termination per month	$0.00
NRC – Electronically Ordered - 1st Installation	$0.00
NRC – Electronically Ordered – Add'l Installations	$0.00
NRC – Manually Ordered - 1st Installation	$0.00
NRC – Manually Ordered - Add'l Installations	$0.00
Interoffice Transport – Dedicated – OC3	
Interoffice Transport - Dedicated – OC3 – per mile per month	$0.00

Element Description	Rate
Interoffice Transport - Dedicated – OC3 – facilities termination per month	$0.00
NRC – Electronically Ordered - 1st Installation	$0.00
NRC – Electronically Ordered – Add'l Installations	$0.00
NRC – Manually Ordered - 1st Installation	$0.00
NRC – Manually Ordered - Add'l Installations	$0.00
NRC – Electronically Ordered - 1st Disconnect	$0.00
NRC – Electronically Ordered – Add'l Disconnections	$0.00
NRC – Manually Ordered - 1st Disconnection	$0.00
NRC – Manually Ordered - Add'l Disconnections	$0.00
Interoffice Transport – Dedicated – OC12	
Interoffice Transport - Dedicated – OC12 – per mile per month	$0.00
Interoffice Transport - Dedicated – OC12 – facilities termination per month	$0.00
NRC – Electronically Ordered - 1st Installation	$0.00
NRC – Electronically Ordered – Add'l Installations	$0.00
NRC – Manually Ordered - 1st Installation	$0.00
NRC – Manually Ordered - Add'l Installations	$0.00
NRC – Electronically Ordered - 1st Disconnect	$0.00
NRC – Electronically Ordered – Add'l Disconnections	$0.00
NRC – Manually Ordered - 1st Disconnection	$0.00
NRC – Manually Ordered - Add'l Disconnections	$0.00
Interoffice Transport – Dedicated – OC48	
Interoffice Transport - Dedicated – OC48 – per mile per month	$0.00
Interoffice Transport - Dedicated – OC48 – facilities termination per month	$0.00
NRC – Electronically Ordered - 1st Installation	$0.00
NRC – Electronically Ordered – Add'l Installations	$0.00
NRC – Manually Ordered - 1st Installation	$0.00
NRC – Manually Ordered - Add'l Installations	$0.00
NRC – Electronically Ordered - 1st Disconnect	$0.00
NRC – Electronically Ordered – Add'l Disconnections	$0.00
NRC – Manually Ordered - 1st Disconnection	$0.00
NRC – Manually Ordered - Add'l Disconnections	$0.00
Interoffice Transport – Dedicated – OC48 – Interface OC12 on OC48	$0.00
NRC – Electronically Ordered - 1st Installation	$0.00
NRC – Electronically Ordered – Add'l Installations	$0.00
NRC – Manually Ordered - 1st Installation	$0.00
NRC – Manually Ordered - Add'l Installations	$0.00
NRC – Electronically Ordered - 1st Disconnect	$0.00
NRC – Electronically Ordered – Add'l Disconnections	$0.00
NRC – Manually Ordered - 1st Disconnection	$0.00
NRC – Manually Ordered - Add'l Disconnections	$0.00
Interoffice Transport – Dedicated – STS-1	
Interoffice Transport - Dedicated – STS1 – per mile per month	$0.00

Element Description	Rate
Interoffice Transport - Dedicated – STS1 – facilities termination per month	$0.00
NRC – Electronically Ordered - 1st Installation	$0.00
NRC – Electronically Ordered – Add'l Installations	$0.00
NRC – Manually Ordered - 1st Installation	$0.00
NRC – Manually Ordered - Add'l Installations	$0.00
NRC – Electronically Ordered - 1st Disconnect	$0.00
NRC – Electronically Ordered – Add'l Disconnections	$0.00
NRC – Manually Ordered - 1st Disconnection	$0.00
NRC – Manually Ordered - Add'l Disconnections	$0.00
Local Channel – Dedicated	
Local Channel - Dedicated - 2-Wire VG	$0.00
NRC – Electronically Ordered 1st (all types)	$0.00
NRC – Electronically Ordered Add'l (all types)	$0.00
NRC – Manually Ordered - 1st	$0.00
NRC - Manually Ordered – Add'l	$0.00
Local Channel - Dedicated - 4-Wire VG	$0.00
NRC – Electronically Ordered 1st (all types)	$0.00
NRC – Electronically Ordered Add'l (all types)	$0.00
NRC – Manually Ordered - 1st	$0.00
NRC - Manually Ordered – Add'l	$0.00
Local Channel - Dedicated - DS1	$44.35
NRC – Electronically Ordered - 1st	$246.50
NRC – Electronically Ordered – Add'l	$230.49
NRC – Manually Ordered –1st	$246.50
NRC – Manually Ordered – Add'l	$230.49
Local Channel - Dedicated – DS3	$0.00
NRC – Electronically Ordered 1st	$0.00
NRC – Electronically Ordered Add'l	$0.00
NRC – Manually Ordered - 1st	$0.00
NRC – Manually Ordered – Add'l	$0.00
Local Channel-Dedicated-OC3-Per Mile	$0.00
Local Channel-OC3-Facility Termination	$0.00
NRC – Electronically Ordered - 1st Installation	$0.00
NRC – Electronically Ordered – Add'l Installations	$0.00
NRC – Manually Ordered - 1st Installation	$0.00
NRC – Manually Ordered - Add'l Installations	$0.00
NRC – Electronically Ordered - 1st Disconnect	$0.00
NRC – Electronically Ordered - Add'l Disconnections	$0.00
NRC – Manually Ordered - 1st Disconnection	$0.00
NRC – Manually Ordered - Add'l Disconnections	$0.00
Local Channel-Dedicated-OC12-Per Mile	$0.00
Local Channel-OC12-Facility Termination	$0.00
NRC – Electronically Ordered - 1st Installation	$0.00
NRC – Electronically Ordered - Add'l Installations	$0.00
NRC – Manually Ordered - 1st Installation	$0.00

Element Description	Rate
NRC – Manually Ordered - Add'l Installations	$0.00
NRC – Electronically Ordered - 1st Disconnect	$0.00
NRC – Electronically Ordered - Add'l Disconnections	$0.00
NRC – Manually Ordered - 1st Disconnection	$0.00
NRC – Manually Ordered - Add'l Disconnections	$0.00
Local Channel-Dedicated-OC48-Per Mile	$0.00
Local Channel-OC48-Facility Termination	$0.00
NRC – Electronically Ordered - 1st Installation	$0.00
NRC – Electronically Ordered - Add'l Installations	$0.00
NRC – Manually Ordered - 1st Installation	$0.00
NRC – Manually Ordered - Add'l Installations	$0.00
NRC – Electronically Ordered - 1st Disconnect	$0.00
NRC – Electronically Ordered - Add'l Disconnections	$0.00
NRC – Manually Ordered - 1st Disconnection	$0.00
NRC – Manually Ordered - Add'l Disconnections	$0.00
Local Channel - Dedicated – OC48 – Interface OC12 on OC48	$0.00
NRC – Electronically Ordered - 1st Installation	$0.00
NRC – Electronically Ordered - Add'l Installations	$0.00
NRC – Manually Ordered - 1st Installation	$0.00
NRC – Manually Ordered - Add'l Installations	$0.00
NRC – Electronically Ordered - 1st Disconnect	$0.00
NRC – Electronically Ordered - Add'l Disconnections	$0.00
NRC – Manually Ordered - 1st Disconnection	$0.00
NRC – Manually Ordered - Add'l Disconnections	$0.00
Local Channel-Dedicated-STS-1-Per Mile	$0.00
Local Channel-STS-1-Facility Termination	$0.00
NRC – Electronically Ordered - 1st Installation	$0.00
NRC – Electronically Ordered - Add'l Installations	$0.00
NRC – Manually Ordered - 1st Installation	$0.00
NRC – Manually Ordered - Add'l Installations	$0.00
NRC – Electronically Ordered - 1st Disconnect	$0.00
NRC – Electronically Ordered - Add'l Disconnections	$0.00
NRC – Manually Ordered - 1st Disconnection	$0.00
NRC – Manually Ordered - Add'l Disconnections	$0.00
LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	
End Office Switching, 1st mou	$.0175
End Office Switching, Add'l mou	$0.0005
Tandem Switching, per mou	$0.00029
Local Interconnection Transport	
Common (Shared) Transport	
Common (Shared) Transport per mile per mou	$0.000012
Common (Shared) Transport Facilities Termination per mou	$0.00
Interoffice Transport - Dedicated – VG	
Interoffice Transport - Dedicated - 2-Wire VG - per mile per	$1.60

Element Description	Rate
month	
Interoffice Transport - Dedicated - 2-Wire VG - per mile	$0.0005
Interoffice Transport - Dedicated - 2-Wire VG - facilities termination per month	$59.75
NRC – Electronically Ordered 1st	$0.00
NRC – Electronically Ordered Add'l	$0.00
NRC – Manually Ordered - 1st	$100.49
NRC – Manually Ordered – Add'l	$100.49
Interoffice Transport - Dedicated - DS0 – 56/64 KBPS	
Interoffice Transport - Dedicated - DS0 - per mile per month	$0.00
Interoffice Transport - Dedicated - DS0 - facilities termination per month	$0.00
NRC – Electronically Ordered 1st	$0.00
NRC – Electronically Ordered Add'l	$0.00
NRC – Manually Ordered - 1st	$0.00
NRC – Manually Ordered – Add'l	$0.00
Interoffice Transport - Dedicated - DS1	
Interoffice Transport - Dedicated - DS1 - per mile per month	$0.6013
Interoffice Transport - Dedicated - DS1 - facilities termination per month	$101.61
NRC – Electronically Ordered 1st	$0.00
NRC – Electronically Ordered Add'l	$0.00
NRC – Manually Ordered - 1st	$45.91
NRC – Manually Ordered – Add'l	$44.18
Interoffice Transport - Dedicated – DS3	
Interoffice Transport - Dedicated – DS3 – per mile per month	$0.00
Interoffice Transport - Dedicated – DS3 – facilities termination per month	$0.00
NRC – Electronically Ordered - 1st Installation	$0.00
NRC – Electronically Ordered - Add'l Installations	$0.00
NRC – Manually Ordered - 1st Installation	$0.00
NRC – Manually Ordered - Add'l Installations	$0.00
NRC – Electronically Ordered - 1st Disconnect	$0.00
NRC – Electronically Ordered - Add'l Disconnections	$0.00
NRC – Manually Ordered - 1st Disconnection	$0.00
NRC – Manually Ordered - Add'l Disconnections	$0.00
Interoffice Transport - Dedicated – OC3	
Interoffice Transport - Dedicated – OC3 – per mile per month	$0.00
Interoffice Transport - Dedicated – OC3 – facilities termination per month	$0.00
NRC – Electronically Ordered - 1st Installation	$0.00
NRC – Electronically Ordered - Add'l Installations	$0.00
NRC – Manually Ordered - 1st Installation	$0.00
NRC – Manually Ordered - Add'l Installations	$0.00
NRC – Electronically Ordered - 1st Disconnect	$0.00
NRC – Electronically Ordered - Add'l Disconnections	$0.00
NRC – Manually Ordered - 1st Disconnection	$0.00
NRC – Manually Ordered - Add'l Disconnections	$0.00

Element Description	Rate
Interoffice Transport - Dedicated – OC12	
Interoffice Transport - Dedicated – OC12 – per mile per month	$0.00
Interoffice Transport - Dedicated – OC12 – facilities termination per month	$0.00
NRC – Electronically Ordered - 1st Installation	$0.00
NRC – Electronically Ordered - Add'l Installations	$0.00
NRC – Manually Ordered - 1st Installation	$0.00
NRC – Manually Ordered - Add'l Installations	$0.00
NRC – Electronically Ordered - 1st Disconnect	$0.00
NRC – Electronically Ordered - Add'l Disconnections	$0.00
NRC – Manually Ordered - 1st Disconnection	$0.00
NRC – Manually Ordered - Add'l Disconnections	$0.00
Interoffice Transport - Dedicated – OC48	
Interoffice Transport - Dedicated – OC48 – per mile per month	$0.00
Interoffice Transport - Dedicated – OC48 – facilities termination per month	$0.00
NRC – Electronically Ordered - 1st Installation	$0.00
NRC – Electronically Ordered - Add'l Installations	$0.00
NRC – Manually Ordered - 1st Installation	$0.00
NRC – Manually Ordered - Add'l Installations	$0.00
NRC – Electronically Ordered - 1st Disconnect	$0.00
NRC – Electronically Ordered - Add'l Disconnections	$0.00
NRC – Manually Ordered - 1st Disconnection	$0.00
NRC – Manually Ordered - Add'l Disconnections	$0.00
Interoffice Transport - Dedicated – STS-1	
Interoffice Transport - Dedicated – STS1 – per mile per month	$0.00
Interoffice Transport - Dedicated – STS1 – facilities termination per month	$0.00
NRC – Electronically Ordered - 1st Installation	$0.00
NRC – Electronically Ordered - Add'l Installations	$0.00
NRC – Manually Ordered - 1st Installation	$0.00
NRC – Manually Ordered - Add'l Installations	$0.00
NRC – Electronically Ordered - 1st Disconnect	$0.00
NRC – Electronically Ordered - Add'l Disconnections	$0.00
NRC – Manually Ordered - 1st Disconnection	$0.00
NRC – Manually Ordered - Add'l Disconnections	$0.00
Local Channel – Dedicated	
Local Channel - Dedicated - 2-Wire VG	$0.00
NRC – Electronically Ordered - 1st	$0.00
NRC – Electronically Ordered - Add'l	$0.00
NRC – Manually Ordered - 1st	$0.00
NRC – Manually Ordered - Add'l	$0.00
Local Channel - Dedicated – 4-Wire VG	$0.00
NRC – Electronically Ordered - 1st	$0.00
NRC – Electronically Ordered - Add'l	$0.00
NRC – Manually Ordered - 1st	$0.00

Element Description	Rate
NRC – Manually Ordered - Add'l	$0.00
Local Channel - Dedicated – DS1	$44.35
NRC – Electronically Ordered - 1st	$0.00
NRC – Electronically Ordered - Add'l	$0.00
NRC – Manually Ordered - 1st	$246.50
NRC – Manually Ordered - Add'l	$230.49
Local Channel-Dedicated-DS3-Per Mile	$0.00
Local Channel-DS3-Facility Termination	$0.00
NRC – Electronically Ordered - 1st Installation	$0.00
NRC – Electronically Ordered - Add'l Installations	$0.00
NRC – Manually Ordered - 1st Installation	$0.00
NRC – Manually Ordered - Add'l Installations	$0.00
NRC – Electronically Ordered - 1st Disconnect	$0.00
NRC – Electronically Ordered - Add'l Disconnections	$0.00
NRC – Manually Ordered - 1st Disconnection	$0.00
NRC – Manually Ordered - Add'l Disconnections	$0.00
Local Channel-Dedicated-OC3-Per Mile	$0.00
Local Channel-OC3-Facility Termination	$0.00
NRC – Electronically Ordered - 1st Installation	$0.00
NRC – Electronically Ordered - Add'l Installations	$0.00
NRC – Manually Ordered - 1st Installation	$0.00
NRC – Manually Ordered - Add'l Installations	$0.00
NRC – Electronically Ordered - 1st Disconnect	$0.00
NRC – Electronically Ordered - Add'l Disconnections	$0.00
NRC – Manually Ordered - 1st Disconnection	$0.00
NRC – Manually Ordered - Add'l Disconnections	$0.00
Local Channel-Dedicated-OC12-Per Mile	$0.00
Local Channel-OC12-Facility Termination	$0.00
NRC – Electronically Ordered - 1st Installation	$0.00
NRC – Electronically Ordered - Add'l Installations	$0.00
NRC – Manually Ordered - 1st Installation	$0.00
NRC – Manually Ordered - Add'l Installations	$0.00
NRC – Electronically Ordered - 1st Disconnect	$0.00
NRC – Electronically Ordered - Add'l Disconnections	$0.00
NRC – Manually Ordered - 1st Disconnection	$0.00
NRC – Manually Ordered - Add'l Disconnections	$0.00
Local Channel-Dedicated-OC48-Per Mile	$0.00
Local Channel-OC48-Facility Termination	$0.00
NRC – Electronically Ordered - 1st Installation	$0.00

Element Description	Rate
NRC – Electronically Ordered - Add'l Installations	$0.00
NRC – Manually Ordered - 1st Installation	$0.00
NRC – Manually Ordered - Add'l Installations	$0.00
NRC – Electronically Ordered - 1st Disconnect	$0.00
NRC – Electronically Ordered - Add'l Disconnections	$0.00
NRC – Manually Ordered - 1st Disconnection	$0.00
NRC – Manually Ordered - Add'l Disconnections	$0.00
Local Channel - Dedicated – OC48 – Interface OC12 on OC48	$0.00
NRC – Electronically Ordered - 1st Installation	$0.00
NRC – Electronically Ordered - Add'l Installations	$0.00
NRC – Manually Ordered - 1st Installation	$0.00
NRC – Manually Ordered - Add'l Installations	$0.00
NRC – Electronically Ordered - 1st Disconnect	$0.00
NRC – Electronically Ordered - Add'l Disconnections	$0.00
NRC – Manually Ordered - 1st Disconnection	$0.00
NRC – Manually Ordered - Add'l Disconnections	$0.00
Local Channel-Dedicated-STS-1-Per Mile	$0.00
Local Channel-STS-1-Facility Termination	$0.00
NRC – Electronically Ordered - 1st Installation	$0.00
NRC – Electronically Ordered - Add'l Installations	$0.00
NRC – Manually Ordered - 1st Installation	$0.00
NRC – Manually Ordered - Add'l Installations	$0.00
NRC – Electronically Ordered - 1st Disconnect	$0.00
NRC – Electronically Ordered - Add'l Disconnections	$0.00
NRC – Manually Ordered - 1st Disconnection	$0.00
NRC – Manually Ordered - Add'l Disconnections	$0.00
TRUNKS INSTALLATION- Minimum 24 trunks	
NRC-1ST	$0.00
NRC-Additional	$0.00
800 ACCESS TEN DIGIT SCREENING SERVICE	
800 Access Ten Digit Screening (all types), per call	$0.00
Reservation Charge per 800 number electronically reserved--NRC - 1st	$0.00
Reservation Charge per 800 number electronically reserved--NRC - Add'l	$0.00
Reservation Charge per 800 number manually reserved--NRC - 1st	$0.00
Reservation Charge per 800 number manually reserved--NRC - Add'l	$0.00
Per 800 # Established w/o POTS (w/800 No.) Translations	

Element Description	Rate
NRC – Electronically Ordered – 1st	$0.00
NRC – Electronically Ordered – Add'l	$0.00
NRC – Manually Ordered – 1st	$0.00
NRC – Manually Ordered – Add'l	$0.00
Per 800 # Established with POTS Translations	
NRC – Electronically Ordered – 1st	$0.00
NRC – Electronically Ordered – Add'l	$0.00
NRC – Manually Ordered – 1st	$0.00
NRC – Manually Ordered – Add'l	$0.00
Customized Area of Service per 800 Number	
NRC – Electronically Ordered – 1st	$0.00
NRC – Electronically Ordered – Add'l	$0.00
NRC – Manually Ordered – 1st	$0.00
NRC – Manually Ordered – Add'l	$0.00
Multiple Inter LATA Carrier Routing per Carrier Requested per 800 #	
NRC – Electronically Ordered – 1st	$0.00
NRC – Electronically Ordered – Add'l	$0.00
NRC – Manually Ordered – 1st	$0.00
NRC – Manually Ordered – Add'l	$0.00
Change Charge per request	
NRC – Electronically Ordered – 1st	$0.00
NRC – Electronically Ordered – Add'l	$0.00
NRC – Manually Ordered – 1st	$0.00
NRC – Manually Ordered – Add'l	$0.00
Call Handling and Destination Features - NRC – 1st	$0.00
Call Handling and Destination Features - NRC – Add'l	$0.00
LINE INFORMATION DATABASE ACCESS (LIDB)	
LIDB Common Transport per query	$0.00
LIDB Validation per query	$0.00
LIDB Originating Point Code Electronically Established or Changed – NRC	$0.00
LIDB Originating Point Code Manually Established or Changed – NRC	$0.00
CCS7 SIGNALING TRANSPORT SERVICE	
CCS7 Signaling Connection, per link (A link) per month	$5.00
NRC – Electronically Ordered	$0.00
NRC – Manually Ordered	$400.00
CCS7 Signaling Connection, per link (B link) (also known as D link) per month	$5.00
NRC – Electronically Ordered	$0.00
NRC – Manually Ordered	$400.00
CCS7 Signaling Termination, per STP port per month	$113.00
CCS7 Signaling Usage, per ISUP message (applicable when measurement and billing capability exists.)	$0.00001
CCS7 Signaling Usage, per TCAP message (applicable when measurement and billing capability	$0.00004

Element Description	Rate
exists.)	
CCS7 Signaling Usage Surrogate, per link per LATA per mo (3)	$64.00
Access to 911 Service	
BellSouth E911 Access-Local Channel-Dedicated-2-Wire Voice grade	$0.00
NRC – Electronically Ordered - 1st	$0.00
NRC – Electronically Ordered - Add'l	$0.00
NRC – Manually Ordered - 1st	$0.00
NRC – Manually Ordered - Add'l	$0.00
BellSouth E911 Access-Interoffice Transport-Dedicated-2-Wire Voice Grade per Mile	$0.00
BellSouth E911 Access-Interoffice Transport-Dedicated-2-Wire Voice Grade per Facility Termination	$0.00
NRC – Electronically Ordered - 1st	$0.00
NRC – Electronically Ordered - Add'l	$0.00
NRC – Manually Ordered - 1st	$0.00
NRC – Manually Ordered - Add'l	$0.00
BellSouth E911 Access-Local Channel-Dedicated-DS1	$0.00
NRC – Electronically Ordered - 1st	$0.00
NRC – Electronically Ordered - Add'l	$0.00
NRC – Manually Ordered - 1st	$0.00
NRC – Manually Ordered - Add'l	$0.00
BellSouth E911 Access-Interoffice-Dedicated-DS1-Per Mile	$0.00
BellSouth E911 Access-Interoffice Transport-Dedicated – DS1-PerFacility Termination	$0.00
NRC – Electronically Ordered - 1st	$0.00
NRC – Electronically Ordered - Add'l	$0.00
NRC – Manually Ordered - 1st	$0.00
NRC – Manually Ordered - Add'l	$0.00
LNP Query Service	
LNP Cost Per Query	$0.00
OLEC DAILY USAGE FILE	
OLEC Daily Usage File: Recording, per message	$0.00
OLEC Daily Usage File: Message Processing, per message	$0.00
OLEC Daily Usage File: Message Processing, per magnetic tape provisioned (99,999 records per tape maximum)	$0.00
OLEC Daily Usage File: Data Transmission (CONNECT:DIRECT), per message	$0.00
Access Daily Usage File (ADUF)	
RC-ADUF, Message Processing, per message	$0.00
RC-ADUF Message Distribution, per magnetic Tape Provisioned	$0.00
RC-ADUF, Data Transmission (CONNECT:DIRECT), per message	$0.0000
Enhanced Optional Usage File (EODUF)	
Enhanced Optional Usage File:Message Processing, Per	$0.00

Element Description	Rate
message	
Enhanced Optional Usage File:Message Processing, per magnetic tape provisioned	$0.00
Enhanced Optional Usage File:Data File Transmission (CONNECT:DIRECT), per message	$0.0000
OPERATOR CALL PROCESSING	
Oper. Provided Call Processing - per mou - using BST LIDB	$1.00
Oper. Provided Call Processing - per mou - Using Foreign LIDB	$1.00
Fully Automated Call Handling per call - Using BST LIDB	$0.10
Fully Automated Call Handling per call - Using Foreign LIDB	$0.10
Professional recording of name (OCP alone)	$0.00
.1.1.1.1.1.1.Professional recording of name (DA and OCP alone)	$0.00
.1.1.1.1.1.2.DRAM or front-end loading, per TOPS Switch	$0.00
EBAS and BNAC loading, per NAV shelf	$0.00
INWARD OPERATOR SERVICES	
Verification, per minute of use	$0.80
Verification and Emergency Interrupt, per minute	$1.00
DIRECTORY ASSISTANCE SERVICES	
Directory Assist Call Completion Access Svc (DACC), per call attempt	$0.03
Number Services Intercept per query	$0.01
Directory Assistance Access Service Calls, per call	$0.25
Professional Recording of name (DA alone)	$0.00
Professional Recording of name (DA and OCP alone)	$0.00
DRAM or front-end loading, per IVS	$0.00
AABS or back-end loading, per NAV shelf	$0.00
EBAS or 0-automation loading, per NAV shelf	$0.00
Directory Transport	
Directory Transport - Local Channel DS1, per month	$133.81
NRC – Electronically Ordered - 1st	$0.00
NRC – Electronically Ordered - Add'l	$0.00
NRC – Manually Ordered - 1st	$866.97
NRC – Manually Ordered - Add'l	$486.83
Directory Transport - Dedicated DS1 Level Interoffice per mile per month	$16.75
Directory Transport - Dedicated DS1 Level Interoffice per facility termination per month	$59.75
NRC – Electronically Ordered – 1st	$0.00
NRC – Electronically Ordered - Add'l	$0.00
NRC – Manually Ordered - 1st	$100.49
NRC – Manually Ordered - Add'l	$100.49
Switched Common Transport per DA Access Service per call	$0.0003
Switched Common Transport per DA Access Service per call per mile	$0.00001
Access Tandem Switching per DA Access Service per call	$0.00055

Element Description	Rate
Directory Transport-Installation NRC, per trunk or signaling connection	
NRC - 1st	$0.00
NRC - Add'l	$0.00
Directory Assistance Database Service (DADS)	
Directory Assistance Database Service charge per listing	$0.01
Directory Assistance Database Service, per month	$100.00
Direct Access to Directory Assistance (DADAS)	
Direct Access to Directory Assistance Service, per month	$5,000.00
Direct Access to Directory Assistance Service, per query	$0.01
Direct Access to Directory Assistance Service, svc estab chg-NRC	$820.00
INTERIM SERVICE PROVIDER NUMBER PORTABILITY - RCF	
RCF, per number ported (Business Line), each path	$0.00
RCF, per number ported (Residence Line), each path	$0.00
RCF, per number ported (Res or Bus Line)	
NRC	$0.00
RCF, add'l capacity for simultaneous call forwarding, per additional path	$0.00
RCF, per Electronic service order, per location – NRC - 1st	$0.00
RCF, per Electronic service order, per location – NRC - Add'l	$0.00
RCF, per Manual service order, per location – NRC - 1st	$0.00
RCF, per Manual service order, per location – NRC - Add'l	$0.00
INTERIM SERVICE PROVIDER NUMBER PORTABILITY - DID	
DID per number ported, Residence – NRC	$0.00
DID per number ported, Business – NRC	$0.00
DID per service order, per location – NRC - 1st Electronically Ordered	$0.00
DID per service order, per location – NRC - Add'l Electronically Ordered	$0.00
DID per service order, per location – NRC - 1st Manually Ordered	$0.00
DID per service order, per location – NRC - Add'l Manually Ordered	$0.00
DID, per trunk termination, Initial	$0.00
DID, per trunk termination, Initial – NRC	$0.00
DID, per trunk termination, Subsequent	$0.00
DID, per trunk termination, Subsequent - NRC	$0.00
ACCESS TO POLES, DUCTS, CONDUITS & RIGHTS OF WAY	
Access to Poles, per pole, per foot, per year	$0.00
Access to Conduits, per foot, per year	$0.00
Access to Innerduct, per foot, per year	$0.00
AIN	
AIN SMS Access Svc - Svc Estab per state, initial setup –	$0.00

Element Description	Rate
NRC	
AIN SMS Access Svc - Port Connection-Dial/Shared Access – NRC	$0.00
AIN SMS Access Svc - Port Connection - ISDN Access - NRC	$0.00
AIN SMS Access Svc - User ID Codes - per User ID Code – NRC	$0.00
AIN SMS Access Svc - Security Card per User ID Code, initial or replacement- NRC	$0.00
AIN SMS Access Service – Storage, per unit (100 Kb)	$0.00
AIN SMS Access Service – Session, per minute	$0.00
AIN SMS Access Service - Co. Performed Session, per minute	$0.00
AIN - BellSouth AIN Toolkit Service	
Service Establishment Charge, per state, initial setup - NRC	$0.00
Training Session, per customer – NRC	$0.00
Trigger Access Charge, per trigger, per DN, Term. Attempt – NRC	$0.00
Trigger Access Charge, per trigger per DN, Off-Hook Delay - NRC	$0.00
Trigger Access Charge, per trigger, per DN, Off-Hook Immediate - NRC	$0.00
Trigger Access Charge, per trigger, per DN, 10-Digit PODP – NRC	$0.00
Trigger Access Charge, per trigger, per DN, CDP - NRC	$0.00
Trigger Access Charge, per trigger, per DN, Feature Code – NRC	$0.00
Query Charge, per query	$0.00
Type 1 Node Charge, per AIN Toolkit Subscription, per node, per query	$0.00
SCP Storage Charge, per SMS Access Acct, per 100 Kb	$0.00
Monthly report - per AIN Toolkit Service Subscription	$0.00
Monthly report - per AIN Toolkit Service Subscription - NRC	$0.00
Special Study - Per AIN Toolkit Service Subscription	$0.00
Special Study - Per AIN Toolkit Service Subscription - NRC	$0.00
Call Event Report - per AIN Toolkit Service Subscription	$0.00
Call Event Report - per AIN Toolkit Service Subscription - NRC	$0.00
Call Event special Study - per AIN Toolkit Service Subscription	$0.00
Call Event special Study - per AIN Toolkit Service Subscription – NRC	$0.00
CALLING NAME (CNAM) QUERY SERVICE	
CNAM (Database Owner), per Query	$0.0
CNAM (Non-Datbase Owner), per Query	$0.0
NRC- applicable when MCIm uses the Character Based User Interface(CHUI)	$0.00
DARK FIBER	
Per four fiber strands, per route foot, per month	$0.00

Element Description	Rate
NRC –1st	$0.00
NRC –Add'l	$0.00
SELECTIVE ROUTING	
Customized routing per unique line class code, per request, per switch	
NRC	$0.00
NRC - Incremental Charge--Manual Svc Order	$0.00

Attachment I
Table 2

BELLSOUTH/MCIm RATES – FLORIDA
PHYSICAL AND VIRTUAL COLLOCATION

Element Description	Rate
Physical Collocation	
Application Cost - monthly	$15.53
Application Cost (NRC)	$3,248.00
Subsequent Applications (NRC)	$0.00
Space Preparation – CO Modification	ICB
Space Preparation – Common Systems Modification – Cageless - per sq. ft. per month	$0.00
Space Preparation – Common Systems Modification – Caged – per cage - per month	$0.00
Space Construction Gypsum Walls per first 100 sq. ft.	$84.10
Space Construction Gypsum Walls per add'l 50 sq. ft.	$9.35
Space Construction Welded Wire Cage – First 100 sq. ft.	$41.99
Space Construction Welded Wire Cage – add'l 50 sq. ft.	$4.14
Space Construction Fire Rated Wire Cage – First 100 square ft.	$99.73
Space Construction Fire Rated Wire Cage – add'l 50 square ft.	$11.30
Cable Installation Cost per Cable – per month	$2.77
Cable Installation Cost per Cable (NRC)	$965.00
Cable Support Structure, Per Rack – per month	$22.94
Physical Collocation – Floor Space – per sq. ft.	$4.25
Physical Collocation - Power – Per ampere	$6.95
Security Access System Security System	
New Access Card Activation NRC-Per 5 Cards	$85.12
Administrative change, existing card NRC-Per Card	$0.00
Replace lost or stolen card NRC-Per Card	$0.00
Space Availability Report Per Premises requested	$0.00
Security Escort, basic – 1st ¼ hour	$10.89
Security Escort, basic – add'l, ¼ hours	$10.89
Security Escort, overtime – 1st ¼ hour	$13.64
Security Escort, overtime – add'l ¼ hours	$13.64
Security Escort, premium – 1st ¼ hour	$16.40
Security Escort, premium – add'l ¼ hours	$16.40
2-Wire Cross Connects, per 100 per Month	$5.24
NRC – 1st	$1,157.00
4-Wire Cross Connects, per 100 per Month	$5.24
NRC – 1st	$1,157.00
DS1 – DCS Cross Connects, per 28 per Month	$226.39
NRC – 1st	$1,950.00

Element Description	Rate
DS1 – DSX Cross Connects, per 28 per Month	$11.51
NRC – 1st	$1,950.00
DS3 – DCS Cross Connects, per circuit per Month	$56.97
NRC – 1st	$528.00
DS3 – DXS Cross Connects, per circuit per Month	$10.06
NRC – 1st	$528.00
Fiber Cross Connect – per connection – per month	$6.46
NRC – 1st	$2,431.00
Line Splitter – per line activated per month	$0.00
NRC – 1st	$0.00
NRC – Add'l -	$0.00
Co-Carrier Cross-Connect – Cable Support Structure	$0.00
Remote Terminal Collocation	
Vertical Rack Space – Monthly recurring	$0.00
Vertical Rack Space – Nonrecurring 1st	$0.00
Vertical Rack Space – Nonrecurring – Add'l	$0.00
Line Splitter – per line activated – per month	$0.00
NRC – 1st	$0.00
NRC – Add'l -	$0.00
Virtual Collocation	
Application Cost (NRC)	$4,122.00
Additional Cable Request (NRC)	$1,249.00
Subsequent Application Cost (NRC)	$0.00
Space Preparation – CO Modification – per sq. ft. per month	$0.00
Space Preparation – Common Systems Modification – Cageless – per sq. ft. per month	$0.00
Space Preparation – Common Systems Modification – Caged – per cage - per month	$0.00
Space Construction per 100 sq. ft.	$0.00
Space Construction per add'l 50 sq. ft.	$0.00
Cable Installation Cost per Cable – per month	$12.45
Cable Installation Cost per Cable (NRC)	$965.00
Floor Space, per sq. ft.	$4.25
Cable Support Structure, per ¼ Rack, per Month	$2.24
Power – Per ampere	$6.95
Co-Carrier Cross-Connect – Cable Support Structure	$0.00
Security Access System Security System	
New Access Card Activation NRC-Per 5 Cards	$85.12
Administrative change, existing card NRC-Per Card	$0.00
Replace lost or stolen card NRC-Per Card	$0.00
Space Availability Report Per Premises requested	$0.00
Security Escort, basic – 1st ¼ hour	$10.89
Security Escort, basic – add'l, ¼ hours	$10.89
Security Escort, overtime – 1st ¼ hour	$13.64

Element Description	Rate
Security Escort, overtime – add'l ¼ hours	$13.64
Security Escort, premium – 1st ¼ hour	$16.40
Security Escort, premium – add'l ¼ hours	$16.40
2-Wire Cross Connects, per 100 per Month	$5.02
NRC – 1st	$1,157.00
4-Wire Cross Connects, per 100 per Month	$5.02
NRC – 1st	$1,157.00
DS1 – DCS Cross Connects, per 28 per Month	$226.39
NRC – 1st	$1,950.00
DS1 – DSX Cross Connects, per 28 per Month	$11.51
NRC – 1st	$1,950.00
DS3 – DCS Cross Connects, per circuit per Month	$56.97
NRC – 1st	$528.00
DS3 – DXS Cross Connects, per circuit per Month	$10.06
NRC – 1st	$528.00
Fiber Cross Connect – per connection – per month	$6.71
NRC – 1st	$2,431.00
Inside CO - Line Splitter – monthly recurring	$0.00
NRC 1st	$0.00
NRC Add'l	$0.00
Virtual to Virtual Connection – Fiber per Cable Monthly	$0.19
Virtual to Virtual Connection – Fiber per Cable NRC	$526.17
Virtual to Virtual Connection – DS1/DS3 per Cable Monthly	$0.17
Virtual to Virtual Connection – DS1/DS3 per Cable	$134.46
2-Wire Cross Connect at POT Bay, per Month	$0.00
4-Wire Cross Connect at POT Bay, per Month	$0.00
DS1 Cross Connect at POT Bay, per Month	$0.00
DS3 Cross Connect at POT Bay, per Month	$0.00
2-wire Fiber Cross Connect at POT Bay	$0.00
4-wire Fiber Cross Connect at POT Bay	$0.00

Attachment 1
Table 3

MCI UNE Loop and Loop Combination Rate Deaveraging. Industry Stipulation.

Wire Centers By Zone

ZONE 1

JCVLFLJT	1
MIAMFLGR	1
FTLDFLSG	1
MIAMFLKE	1
MNDRFLAV	1
MIAMFLBR	1
MIAMFLAP	1
NDADFLOL	1
FTLDFLWN	1
MIAMFLME	1
JCVLFLIA	1
MIAMFLPL	1
BCRTFLBT	1
DYBHFLFN	1
LKMRFLMA	1
MIAMFLIC	1
HLWDFLHA	1
JCBHFLSP	1
MIAMFLNM	1
MIAMFLBA	1
MIAMFLFL	1
MIAMFLAE	1
FTLDFLCY	1
WPBHFLAN	1
MIAMFLBC	1
ORLDFLMA	1
MIAMFLWM	1
PMBHFLCS	1
MIAMFLHL	1
FTLDFLCR	1
NDADFLAC	1
JCVLFLSM	1
KYWSFLMA	1
FTLDFLMR	1
JCVLFLCL	1
MICCFLBB	1
BCRTFLMA	1
HLWDFLMA	1
FTLDFLSU	1
HLWDFLPE	1
FTLDFLOA	1
DRBHFLMA	1
NDADFLGG	1
DLBHFLKP	1
MIAMFLPB	1
PMBHFLTA	1
PMBHFLMA	1
FTLDFLJA	1
WPBHFLGR	1
JCVLFLBW	1
JCBHFLAB	1

WPBHFLHH	1
MIAMFLAL	1
BCRTFLSA	1
GSVLFLNW	1
VRBHFLBE	1
ORLDFLSA	1
MIAMFLRR	1
MIAMFLCA	1
JCVLFLAR	1
LKMRFLAB	1
ORLDFLPC	1
ORLDFLCL	1
PNVDFLMA	1
CCBHFLMA	1
GSVLFLMA	1
JCVLFLSJ	1
STAGFLBS	1
DLBHFLMA	1
EGLLFLBG	1
PMBHFLFE	1
DYBHFLMA	1
ORPKFLRW	1
HMSTFLHM	1
BYBHFLMA	1
MNDRFLLO	1
MIAMFLSO	1
ISLMFLMA	1
JCBHFLMA	1
JCVLFLFC	1
JPTRFLMA	1
NKLRFLMA	1
WPBHFLRB	1

ZONE 2

NDADFLBR	2
PTSLFLSO	2
ORPKFLMA	2
PNSCFLFP	2
HTISFLMA	2
MIAMFLSH	2
HLWDFLWH	2
ORLDFLAP	2
ORLDFLPH	2
MIAMFLOL	2
WPBHFLGA	2
WPBHFLLE	2
FTLDFLPL	2
EGLLFLIH	2
OVIDFLCA	2
COCOFLME	2
DYBHFLPO	2
JCVLFLWC	2
STAGFLMA	2
STRTFLMA	2
MIAMFLNS	2
PNSCFLBL	2
KYLRFLLS	2
SNFRFLMA	2
BLGLFLMA	2
DYBHFLOS	2
VRBHFLMA	2
PRRNFLMA	2
COCOFLMA	2
HBSDFLMA	2
JCVLFLRV	2
PNSCFLWA	2
JCVLFLNO	2
DBRYFLMA	2
MIAMFLWD	2
MLBRFLMA	2
PNSCFLHC	2
MRTHFLVE	2
DYBHFLOB	2
KYLRFLMA	2
WPBHFLRP	2
PNCYFLMA	2
PNSCFLPB	2
DELDFLMA	2
GLBRFLMC	2
PTSLFLMA	2
FRBHFLFP	2
MNDRFLLW	2
TTVLFLMA	2
DBRYFLDL	2
PLCSFLMA	2
NSBHFLMA	2
FLBHFLMA	2
FTPRFLMA	2
SBSTFLMA	2
JCVLFLOW	2
PCBHFLNT	2
BGPIFLMA	2
JCVLFLLF	2
WWSPFLSH	2
PNCYFLCA	2

SGKYFLMA	2
STAGFLSH	2
LYHNFLOH	2
PAHKFLMA	2
WWSPFLHI	2
YULEFLMA	2
PLTKFLMA	2
MLTNFLRA	2
PACEFLPV	2
CNTMFLLE	2
HLNVFLMA	2
BLDWFLMA	2
OKHLFLMA	2
MDBGFLPM	2
FTGRFLMA	2

ZONE 3

LKCYFLMA	3
BNNLFLMA	3
GCSPFLCN	3
CDKYFLMA	3
HMSTFLNA	3
BKVLFLJF	3
CSCYFLBA	3
DLSPFLMA	3
EORNFLMA	3
CCBHFLAF	3
KYHGFLMA	3
HAVNFLMA	3
DNLNFLWM	3
CHPLFLJA	3
PMPKFLMA	3
NWBYFLMA	3
GENVFLMA	3
SBSTFLFE	3
BRSNFLMA	3
YNTWFLMA	3
TRENFLMA	3
WELKFLMA	3
ARCHFLMA	3
CFLDFLMA	3
GCVLFLMA	3
PRSNFLFD	3
OLTWFLLN	3
YNFNFLMA	3
HWTHFLMA	3
MCNPFLMA	3
MXVLFLMA	3

TABLE OF CONTENTS

Attachment 2
LOCAL RESALE

Section 1.	General Terms and Conditions for Resale	2
Section 2.	Provision of Services Available for Resale	4
Section 3.	Maintenance of Services available for Resale	7
Section 4.	Establishment of Services available for Resale	7
Section 5.	Payment and Billing Arrangements	7
Section 6.	Discontinuance of Service	8
Section 7.	Applicable and OSS Rates	8
Exhibit A	Applicable Discounts	9
Exhibit B.	Exclusions and Limitations	10

Bold language is in dispute, and is language proposed by MCI unless otherwise indicated by bold underline (BST language). Normal font language is agreed to by the parties.

ATTACHMENT 2

LOCAL RESALE

Section 1. General Terms and Conditions for Resale

1.1 At the request of MCIm, and pursuant to the requirements of the Act, State Commission rulings, and FCC Rules and Regulations in effect, BellSouth shall make available to MCIm for resale any retail Telecommunications Service that BellSouth currently provides or may offer hereafter, including, but not limited to, vertical features and extended area service plans. The retail Telecommunications Services provided by BellSouth to MCIm pursuant to this Agreement are collectively referred to as "Local Resale."

{MCI Language 1.1.1 Local Resale shall include all Telecommunications Services offered by BellSouth to parties other than telecommunications carriers, regardless of the particular tariff or other method by which such Telecommunications Services are offered. For example, Local Resale shall include Telecommunications Services offered in BellSouth's access tariffs and made available to parties other than telecommunications carriers, regardless of whether or not such Telecommunications Services are offered in other tariffs, too. Local Resale shall be subject only to the limitations and restrictions set forth in this Agreement.}

{BellSouth Language 1.1.1 MCIm may resell the tariffed local exchange and toll Telecommunications Services of BellSouth contained in the General Subscriber Service Tariff and Private Line Service Tariff. Local Resale can only be used in the same manner as specified in BellSouth's Tariffs. Local Resale is subject to the same terms and conditions as are specified for such services when furnished to an individual end user of BellSouth in the appropriate section of BellSouth's Tariffs.}

1.2 BellSouth will not prohibit, nor impose unreasonable or discriminatory conditions or limitations on, the resale of its Telecommunications Services.

1.3 Features and Functions available for Resale. For all Telecommunications Services purchased by MCIm for resale as provided herein, BellSouth shall make available to MCIm all functions and features associated with any particular Telecommunications Service to the same extent such functions and features are

made available to BellSouth's retail customers for that particular Telecommunications Service. Such features and functions may include, but shall not be limited to:

(a) Dial tone and ring
(b) Capability for either dial pulse or touch tone recognition
(c) Capability to complete calls to any location
(d) 1+ IntraLATA toll calling
(e) 1+ InterLATA toll calling
(f) CIC ("dial around") dialing (10-10-XXX)

1.4 BellSouth shall provide MCIm advance notice, via Internet posting of price changes and promotions and of discontinuance or grandfathering of services, or features or functions of services available for resale, and introduction of any services or features or functions of services. Such notice shall be the greater of 45 days or the amount provided to BellSouth's own retail sales organization.

1.5 Pursuant to 47 CFR 51.617 (b), any switched access charges associated with interexchange carrier access to the resold local exchange lines will be billed by, and due to, BellSouth from the appropriate interexchange carrier. No such switched access charges are to be assessed to MCIm, unless MCIm is acting as the interexchange carrier.

1.6 Pursuant to 47 CFR Section 51.617 (a), BellSouth will bill MCIm end user common line charges, and the charge for changing the designated primary interexchange carrier, identical to the end user common line charges BellSouth bills its end users. No wholesale discount shall apply to these charges.

1.7 BellSouth will provide MCIm with at least the capability to provide an MCIm subscriber with the same level of service quality as BellSouth provides its own subscribers, subsidiaries, Affiliates, end-users or any third party with respect to all Telecommunications Services.

1.8 The specific business process requirements and OSS interface requirements for Local Resale are set forth in Attachment 8 of this Agreement.

1.9 BellSouth shall make available Telecommunications Services for resale at the wholesale discount set forth in Exhibit A of this Attachment and subject to the exclusions and limitations set forth in Exhibit B to this Attachment. Neither Party, however, waives its rights to appeal or otherwise challenge any decision regarding resale that resulted in the discount rates or the exclusions and limitations. Both Parties reserve the right to pursue any and all legal and/or equitable remedies, including appeals of any decisions. If such appeals or

challenges result in changes in the discount rates or exclusions and limitations, the Parties agree that appropriate modifications to this Agreement will be made promptly to make its terms consistent with the outcome of the appeal.

1.10 MCIm may purchase resale services from BellSouth for its own use in operating its business, as long as MCIm orders services through resale interfaces, i. e., the Local Carrier Service Center (LCSC) and/or appropriate Resale Account Teams pursuant to Attachment 8 of this Agreement.

1.11 MCIm will be the customer of record for all Local Resale purchased from BellSouth. Except as specified herein, BellSouth will take orders from, bill and expect payment from MCIm for all Local Resale.

1.12 BellSouth will continue to bill the end user for any services that the end user specifies it wishes to receive directly from BellSouth.

1.13 Local Resale is furnished subject to the condition that it will not be used for any unlawful purpose.

1.14 The Parties will work cooperatively with each other and with law enforcement agencies to address any unlawful use of service. Any potential or perceived unlawful use of service by an MCIm end user will be referred to MCIm for resolution with the proper authorities.

1.15 BellSouth's Inside Wire Maintenance Service Plan shall be made available for resale to MCIm at the same rates, terms and conditions as BellSouth provides to its own end users and without the wholesale discount.

1.16 Recovery of charges associated with implementing Number Portability through monthly charges assessed to end users has been authorized by the FCC. This end user line charge will be billed to MCIm in accordance with FCC rules and will be filed in BellSouth's FCC No. 1. This charge will not be discounted.

Section 2. *Provision of Services Available for Resale.*

2.1 MCIm may resell Telecommunications Services subject to Exhibit B of this Attachment and the following:

2.1.1 The resale of telecommunications services shall be limited to users and uses conforming to the class of service restrictions (i.e., cross-class selling).

2.1.2 Usage allowances described in BellSouth's Tariffs for any particular service (e.g., by way of example only and not as a limitation, directory assistance free usage allowance) shall not be aggregated by MCIm for more than one end user. Volume discount offerings (e.g., by way of example only and not as a limitation, Watsaver® service) may be aggregated by MCIm for multiple end users.

2.1.3 MCIm shall not resell Telecommunications Services in a geographic area in which MCIm is not authorized by law to provide exchange service or exchange access.

2.2 BellSouth shall ensure that tariff restrictions regarding resale shall be consistent with the orders of the State Commission and FCC orders pertaining to resale.

2.3 Requirements for Specific Services

2.3.2 Lifeline and Link-up. BellSouth shall make available for resale in accordance with Exhibit B to this Attachment and with Commission and FCC rules and regulations Lifeline and Link-up Services on the terms and conditions set forth in BellSouth's applicable tariffs. Such services shall be available to MCIm for resale only to those MCIm subscribers who meet the qualifications as set forth in applicable regulations. BellSouth shall indicate with a USOC on the customer service record if a customer is subscribing to Lifeline or Linkup. MCIm shall comply with all aspects of the FCC's and the Commission's orders and rules implementing Lifeline and Link-up programs. To the extent other Voluntary Federal Subscriber Financial Assistance Programs are offered by BellSouth, such programs shall be offered to MCIm on terms and conditions as required by Applicable Law.

2.3.3 Grandfathered Services. BellSouth shall offer for resale to MCIm all grandfathered services on the same terms and conditions under which such services are offered to BellSouth's retail end users. Such services will be available for resale only to those MCIm subscribers who would be eligible to purchase the service from BellSouth. For purposes of this Attachment, a grandfathered service is a service that BellSouth offers to retail end users who were subscribers of such service at the time the service was grandfathered, but which BellSouth does not make available to new end users or to end users who were not subscribers of such service at the time the service was grandfathered.

2.3.4 N11 Service BellSouth shall make available for resale any new and existing N11 services in accordance with Exhibit B. MCIm shall have the right to resell 911 or E911 services, in accordance with Exhibit B. .

2.3.5 Customer Specific Offerings including Contract Service Arrangements and Other Customer Specific Offerings ("CSAs"). CSAs shall be available for resale, at the same rates, terms and conditions offered to BellSouth's end users, and in accordance with State Commission and FCC Rules and Regulations less the wholesale discount set forth in Exhibit A.

2.3.6 Promotions.

2.3.6.1 For purposes of this Agreement, a BellSouth promotion will be considered "short-term" if: the promotion is offered to subscribers for a period of 90 days or less, and is not used to evade the wholesale rate obligation to MCIm, for example, by offering a sequential series of 90-day or less promotional rates to BellSouth subscribers.

2.3.6.2 BellSouth shall make Telecommunications Services subject to short-term promotions available to MCIm at the short term promotional rate, according to Exhibit B, or the discounted resale rate, according to Exhibit A, at MCIm's option.

2.3.6.3 MCIm shall offer a promotion obtained from BellSouth to customers who would qualify for the promotion if they received it directly from BellSouth; however, MCIm shall otherwise remain free to package and price the resold promotion without restriction. A BellSouth promotion for a particular service shall not limit MCIm's ability to obtain that service at the normal rate less the wholesale discount and resell it without regard to subscribers' eligibility for the promotion.

2.3.6.4 Special assemblies for Telecommunications Services shall be available for resale, at the same terms and conditions offered to BellSouth's end users, and in accordance with State and FCC Rules and Regulations. Special assembly shall be made available for resale at the price of the special assembly less the wholesale discount.

2.3.7 To the extent BellSouth offers, pursuant to its Tariffs, any services the rate for which varies depending upon the volume purchased or the

term for which the subscribers commits to purchase such service, BellSouth shall offer such services on the same terms and conditions to MCIm at the wholesale discount rate specified in Exhibit A to this Attachment.

2.3.8 Pay Phone Service
BellSouth shall make available to MCIm for resale all public telephone access services (pay phone), including all local services, features, and functionalities and with at least the same level of standards as BellSouth provides such services to its affiliates and independent pay telephone providers. Such services shall be made available at discounts as set forth in Exhibit A and subject to the terms of Exhibit B of this Attachment.

2.3.9 Voice Mail Service

2.3.9.1 Where available to BellSouth's end users, BellSouth shall provide the following Telecommunications Services at a discount for use in conjunction with voice mail services:

- Message Waiting Indicator ("MWI") stutter dialtone and message waiting light feature capabilities
- CF/Busy (Call Forward Busy Line)
- CF/DA (Call Forward Don't Answer)

2.3.9.2 The services listed in BellSouth's Messaging Services Information Package shall be made available for resale without the wholesale discount, on an integrated basis.

2.3.10 Hospitality Service. BellSouth shall provide to MCIm, for resale at the wholesale discount, hospitality lines (e.g., hotel/motel and hospital) with the same features and functions that it provides to its own end users.

2.3.11 BellSouth shall provide for resale all Advanced Intelligent Network ("AIN") services, and all features and functions available with such services, under the same terms and conditions as BellSouth makes them available to its own retail customers.

Section 3. Maintenance of Services:

All maintenance of Services for resale will be done according to the maintenance requirements of Attachment 8 of this Agreement.

Section 4. Establishment of Services:

Establishment of services for resale will be done according to the requirements of Attachment 8 of this Agreement.

Section 5. Payment and Billing Arrangements

Payment and billing arrangements for resale will be done according to the requirements of Attachment 8 of this Agreement. BellSouth will not perform billing and collection services on MCIm's behalf for MCIm's end users as a result of the execution of this Agreement.

Section 6. Discontinuance of Service

Discontinuance of Service to MCIm and MCIm's end users will be subject to the provisions of Attachment 8 of this Agreement.

Section 7. Applicable OSS Rates

Rates applicable to OSS for resale are set forth in Attachment 1 of this Agreement.

EXHIBIT A
Page 1

APPLICABLE DISCOUNTS

The telecommunications services available for purchase by MCIm for the purposes of resale to MCIm end users shall be available at the following discount off of the retail rate.

	DISCOUNT*		
STATE	**RESIDENCE**	**BUSINESS**	**CSAs*** **
ALABAMA	16.3%	16.3%	
FLORIDA	21.83%	16.81%	
GEORGIA	20.3%	17.3%	
KENTUCKY	16.79%	15.54%	
LOUISIANA	20.72%	20.72%	*9.05%*
MISSISSIPPI	15.75%	15.75%	
NORTH CAROLINA	21.5%	17.6%	
SOUTH CAROLINA	14.8%	14.8%	*8.98%*
TENNESSEE**	16%	16%	

* When a CLEC provides Resale service in a cross boundary area (areas that are part of the local serving area of another state's exchange) the rates, regulations and discounts for the tariffing state will apply. Billing will be from the serving state.

** In Tennessee, if a CLEC provides its own operator services and directory services, the discount shall be 21.56%.

*** Unless noted in this column, the discount for Business will be the applicable discount rate for CSAs.

Exhibit B
Page 1 of 2

EXCLUSIONS AND LIMITATIONS ON SERVICES AVAILABLE FOR RESALE

	Type of Service	AL		FL		GA		KY		LA	
		Resale?	Discount?	Resale?	Discount?	Resale?	Discount?	Resale?	Discount?	Resale?	Discour
1.	Grandfathered Services (Note 1)	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
2.	Contract Service Arrangements	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
3.	Promotions - > 90 Days(Note 2)	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
4.	Promotions - ≤ 90 Days (Note 2)	Yes	No	Yes	No	Yes	No	No	No	Yes	No
5.	Lifeline/Link Up Services	Yes	Yes	Yes	Yes	Yes	Yes	Note 3	Note 3	Yes	Yes
6.	911/E911 Services	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	No	No
7.	N11 Services	Yes	Yes	Yes	Yes	Yes	Yes	No	No	No	No
8.	AdWatch[SM] Svc (See Note 4)	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
9.	*Voice mail/messaging services*	*Yes*	*No*	*Yes*	*No*	*Yes*	*No*	*Yes*	*No*	*Yes*	*No*
10.	Mobile Services	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No
11.	*Federal Subscriber Line Charges*	*Yes*	*No*	*Yes*	*No*	*Yes*	*No*	*Yes*	*No*	*Yes*	
12.	*Non-Recurring Charges*	*Yes*	*Yes*	*Yes*	*Yes*	*Yes*	*Yes*	*Yes*	*Yes*	*Yes*	*Yes*
13.	*End User Line Charge – Number Portability*	*Yes*	*No*	*Yes*	*No*	*Yes*	*No*	*Yes*	*No*	*Yes*	*No*
14.	Public Telephone Access Service (PTAS)	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes

	Type of Service	MS		NC		SC		TN	
		Resale?	Discount?	Resale?	Discount?	Resale?	Discount?	Resale?	Discount?
1.	Grandfathered Services (Note 1)	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
2.	Contract Service Arrangements	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
3.	Promotions - > 90 Days(Note 2)	Yes	Yes	Yes	Yes	Yes	Yes	Yes	No
4.	Promotions - ≤ 90 Days (Note 2)	Yes	No	Yes	No	Yes	No	No	No
5.	Lifeline/Link Up Services	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
6.	911/E911 Services	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
7.	N11 Services	Yes	Yes	Yes	Yes	No	No	Yes	Yes
8.	AdWatch[SM] Svc (See Note 4)	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
9.	*Voice mail/messaging services*	*Yes*	*No*	*Yes*	*No*	*Yes*	*No*	*Yes*	*No*
10.	Mobile Services	Yes	No	Yes	No	Yes	No	Yes	No

11.	Federal Subscriber Line Charges	Yes	No	Yes	No	Yes	No	Yes	No
12.	Non-Recurring Charges	Yes	Yes	Yes	Yes	Yes	Yes	Yes	No
13.	End User Line Charge – Number Portability	Yes	No	Yes	No	Yes	No	Yes	No
14.	Public Telephone Access Service (PTAS)	Yes	Yes	Yes	Yes	Yes	No	Yes	Yes

Applicable Notes:

1. **Grandfathered services** can be resold only to existing subscribers of the grandfathered service.
2. Where available for resale, **promotions** will be made available only to end users who would have qualified for the promotion had it been provided by BellSouth directly.

3. **Lifeline/Link Up** services may be offered only to those subscribers who meet the criteria that BellSouth currently applies to subscribers of these services as set forth in Sections A3 and A4 of the BellSouth General Subscriber Services Tariff.

4. AdWatch^{SM} Service is tariffed as BellSouth® AIN Virtual Number Call Detail Service.

TABLE OF CONTENTS

Attachment 3
NETWORK ELEMENTS

Bold language is in dispute, and is MCI proposed language unless otherwise noted with underlining to indicate BST proposed language. Upright (normal) language is agreed to by the parties.

Section 1.	Introduction	III-7
Section 2.	Unbundled Network Elements	III-7
Section 3.	Standards for Network Elements	III-9
Section 4.	Loop	III-5
Section 5.	Left Blank Intentionally	III-24
Section 6.	Dark Fiber	III-24
Section 7.	Local Switching	III-26
Section 8.	Operator Services	III-35
Section 9.	Shared Transport	III-35
Section 10.	Dedicated Transport	III-35
Section 11.	Signaling Link Transport	III-42
Section 12.	Signaling Transfer Points (STPs)	III-43
Section 13.	Service Control Points/Databases	III-46
Section 14.	Tandem Switching	III-55
Section 15.	Additional Requirements	III-58
Section 16.	Basic 911 and E911	III-64
Section 17.	Directory Assistance Data	III-64
Appendix I		

ATTACHMENT 3

NETWORK ELEMENTS

Section 1. Introduction

1.1 BellSouth shall provide unbundled Network Elements in accordance with this Agreement and all Applicable Law. The price for each unbundled Network Element is set forth in Attachment I of this Agreement. MCIm may order unbundled Network Elements and combinations of unbundled Network Elements in accordance with this Agreement. MCI may order Existing Combinations and **Typical Combinations** as set forth in Section 2.4 of this Attachment: *(i) for those Network Elements that are Customer-specific; and (ii) for* those Network Elements that are shared by multiple Customers.

2. Unbundled Network Elements

2.1 BellSouth shall offer Network Elements to MCIm on an unbundled basis at rates and on terms and conditions that are just, reasonable, and non-discriminatory and in accordance with the terms and conditions of this Agreement. BellSouth shall provide MCIm with unbundled Network Elements of at least the same level of quality as BellSouth provides itself, its Customers, subsidiaries, or Affiliates, or any third party. If BellSouth denies MCIm access to any unbundled Network Element based on a claim that it is not Technically Feasible, BellSouth shall have the full burden of proving that the provision of access to that Network Element is not Technically Feasible. To the extent BellSouth proves that provision of a Network Element is not Technically Feasible, BellSouth shall cooperate with MCIm to identify alternative suitable arrangements.

2.2 BellSouth shall permit MCIm to connect MCIm's facilities or facilities provided to MCIm by third parties with each of BellSouth's unbundled Network Elements at any Demarcation Point {BELLSOUTH Language--established by BellSouth} and designated by MCIm that is Technically Feasible.

2.3 MCIm may use one or more unbundled Network Elements to provide any telecommunications service utilizing any feature, function, capability, or service option that such Network Element(s), or combination of Network Elements, are

capable of providing or any feature, function, capability, or service option that is described in the technical references identified herein.

2.3.1 MCIm may, at its option, designate any Technically Feasible method of access to demarcation points of unbundled Network Elements, including access to demarcation points currently or previously in use.

2.3.2 MCIm may, at its option, combine, at demarcation points, a Network Element with any other Network Element to the extent technically feasible.

2.4 At MCIm's request, BellSouth shall provide Existing Combinations of Network Elements to MCIm.. Existing Combinations of Network Elements are those that are actually physically connected at the time the order is placed. This includes, but is not limited to, the combination of Network Element Platform or UNE-P and the combination of Loops and Dedicated Transport. The price for these combinations of Network Elements shall be based upon applicable FCC and Commission rules and shall be set forth in Attachment 1 of this Agreement. For Existing Combinations of Network Elements, BellSouth will use its best efforts to ensure that MCIm's ability to provide services will not be disconnected, interrupted, or otherwise modified in order to migrate to MCIm. **At MCIm's request, BellSouth shall provide Typical Combinations of Network Elements to MCIm. Typical Combinations are those that are ordinarily combined within the BellSouth network, in the manner which they are typically combined. Thus, MCIm may order Typical Combinations of Network Elements, even if the particular Network Elements being ordered are not actually physically connected at the time the order is placed.**

2.4.1 BellSouth's provision of Existing Combinations **and Typical Combinations** of Loop/Dedicated Transport must comply with the following requirements:

2.4.1.1 The Loop/Dedicated Transport combination must provide completed end-to-end Cross Connection of the channels designated by MCIm.

2.4.1.2The Loop/Dedicated Transport combination must provide multiplexing and/or concentration, format conversion, signaling conversion, and through-testing capabilities consistent with the underlying capabilities of the equipment deployed in the BellSouth network.

2.4.2 With respect to the Loop/Dedicated Transport combination, MCIm will be responsible for all Channel Facility Assignment (CFA).

2.4.3 The Loop/Dedicated Transport combination may utilize either multiplexing concentration or digital Cross Connection technology without requiring MCIm to collocate at all serving wire centers or at particular BellSouth serving wire centers. Types of these combinations include, but are not limited to, combinations of DS1 Transport and DS0 Loops and DS3 Transport and DS1 Loops.

2.4.5 BellSouth will not require MCIm to own or control any local exchange facilities as a condition of offering to MCIm any Network Element or combinations of Network Elements.

2.4.6 Unless requested by MCIm, BellSouth will not separate Existing Combinations.

2.5 For each Network Element, BellSouth shall provide (i) a Demarcation Point (e.g., at a {BST LanguageCollocation Arrangement} {MCIm Language Digital Signal Cross Connect, Light Guide Cross Connect/Light Distribution frame panel or a Main Distribution Frame, or other Technically Feasible locations)} and (ii) if necessary, access to the Demarcation Point; such Demarcation Point being agreeable to MCIm. BellSouth shall not require that a Demarcation Point exist between Network Elements in Typical Combinations and Existing Combinations.

2.6 Subject to Section 1.4.1 of Attachment 1 of this Agreement, with respect to individual Network Elements described in this Attachment, charges in Attachment I are inclusive and no other charges apply. BellSouth and MCIm agree to attempt in good faith to resolve any alleged errors or omissions in Attachment I.

2.7 This Attachment 3 describes the unbundled Network Elements which BellSouth shall provide to MCIm in accordance with FCC Rules as of the Effective Date of this Agreement:

Loop
Subloop elements
Network Interface Device
Local Circuit Switching (subject to FCC Rules and this Attachment)
Packet Switching (subject to FCC Rules and this Attachment)
Interoffice Transmission Facilities
- Shared Transport
- Dedicated Transport

Signaling and Call Related Databases
- Signaling Link Transport
- Signaling Transfer Points

- AIN Platform and Architecture

Tandem Switching
Dark Fiber
Loop Concentrator/

2.8 In addition to the unbundled Network Elements set forth above, BellSouth shall provide to MCIm the following Network Elements, in accordance with FCC Rules, that are described in Attachment 9 of this Agreement:

Operator Services (subject to FCC Rules)
E911/911
Directory Assistance (subject to FCC Rules)

2.9 In addition to Network Elements described in Sections 2.7-2.8, MCIm may request Network Elements in accordance with the bona fide request process described in Part A of this Agreement. Additionally, if BellSouth provides any Network Element that is not identified in this Agreement, to any other telecommunications carrier, BellSouth shall make available the same Network Element to MCIm on rates, terms and conditions no less favorable to MCIm than those provided to such other telecommunications carrier.

2.11 BellSouth shall offer each Network Element individually and, at MCIm's request, will combine Network Elements that are not currently combined. BellSouth shall not require MCIm to combine Network Elements. BellSouth shall not require MCIm to own or control any local exchange facilities as a condition of offering to MCIm any Network Element or combination. Charges for combinations and combining Network Elements are set forth in Attachment 1, and are inclusive and no other charges apply. BellSouth and MCIm agree to attempt in good faith to resolve any alleged errors or omissions in Attachment 1.

2.12 {MCIm Language} When MCIm uses an unbundled Network Element, or a combination of unbundled Network Elements, BellSouth shall charge MCIm only for those Network Elements ordered and used by MCIm. Any other portions of BellSouth's network used for MCIm traffic may be subject to charges to MCIm under Attachment 4 of this Agreement, if applicable. To the extent MCIm orders and uses BellSouth's Network Elements, those Network Elements shall be considered to be part of MCIm's network for the purpose of calculating charges for reciprocal compensation and switched access under Attachment 4 of this Agreement.

2.12.1 As an example of Section 2.12, above, if MCIm orders local switching and loop as unbundled Network Elements, BellSouth shall charge MCIm the appropriate charges set forth in Attachment 1 of this Agreement for the local switching and loop. Any other portions of BellSouth's network used to carry MCIm's traffic (e.g., transport and tandem switching) may entitle BellSouth to charge MCIm for those portions, as applicable, under Attachment 4 of this Agreement. In this example, the local switching and loop shall be considered part of MCIm's network for the calculation of reciprocal compensation and switched access, as applicable, under Attachment 4 of this Agreement.

Section 3. Standards for Network Elements

3.1 Each unbundled Network Element shall be furnished at a service level at least equal to the requirements set forth in the technical references referenced in Appendix 1 of this Attachment, as well as any performance or other requirements, identified herein. In the event Telcordia (formerly Bell Communications Research, Inc. ("Bellcore")), or industry standard (e.g., American National Standards Institute ("ANSI") technical reference or a more recent version of such reference sets forth a different requirement, MCIm and BellSouth may agree, where Technically Feasible, that such standard shall apply.

3.2 If one or more of the requirements set forth in this Agreement with respect to BellSouth's obligations to MCIm are in conflict, MCIm and BellSouth shall agree which requirements shall apply.

3.3 BellSouth shall provide each unbundled Network Element to MCIm at Parity and on a nondiscriminatory basis.

3.3.1 BellSouth shall provide to MCIm, upon request, engineering, design, performance and other network data sufficient for MCIm to determine that the requirements of this Section 3 are being met. In the event that such data indicates that the requirements of this Section 3 are not being met, BellSouth shall, within ten (10) days, use its best efforts to cure any design, performance or other deficiency, or, if the failure is not susceptible to cure within ten (10) days shall commence and continue its best efforts to correct such failure as soon as possible, and provide new data sufficient for MCIm to determine that such deficiencies have been cured.

3.3.2 BellSouth agrees to work cooperatively with MCIm to provide Network Elements that will meet MCIm's needs in providing Telecommunications Services to its subscribers, to the extent the services

provided by MCIm are compatible with the type of Network Elements purchased by MCIm.

3.4 Unless otherwise requested by MCIm, each unbundled Network Element and the connections between unbundled Network Elements provided by BellSouth to MCIm shall be made available to MCIm at the same priority as BellSouth provides to itself, BellSouth's own subscribers, to a BellSouth Affiliate or to any other telecommunications carrier.

3.5 BellSouth shall provide MCIm with Network Elements (including combinations as described in this Attachment) in compliance with the performance standards set forth in Attachment 10 of this Agreement.

3.6 BellSouth shall provide MCIm with the reporting associated with Network Elements (including combinations as described in this Attachment) as set forth in Attachment 10 of this Agreement.

3.7 Technical and interface requirements are detailed in Appendix 1.

Section 4. Loop

4.1 Definition of Loop. A transmission facility between a distribution frame (or its equivalent) in BellSouth's Central Office and the Loop Demarcation Point (marking the end of BellSouth's control of the Loop) at an End-User Customer premises, including inside wire owned by BellSouth. The Loop includes all features, functions, and capabilities of such transmission facility. Those features, functions, and capabilities include, but are not limited to, Dark Fiber, attached electronics (except those electronics used for the provision of advanced services, such as Digital Subscriber Line Access Multiplexers), and line conditioning. The Loop includes, but is not limited to, DS1, DS3, fiber, and other high capacity Loops.

4.1.1 {BST Language} If a requested loop type is not available at a location requested by MCIm and cannot be made available by loop conditioning, then MCIm can use the Special Construction process to determine additional costs required to provide the loop type ordered.

4.2 {BST Language} The provisioning of service to MCIm will require cross-office cabling and cross-connections within the central office to connect the loop to a local switch or to other transmission equipment in collocation space. These cross-connects are a separate element and are not considered a part of the loop.

4.3 BellSouth Order Coordination referenced in this Attachment includes two types: "Order Coordination" and "Order Coordination - Time Specific."

4.3.1 "Order Coordination" refers to standard BellSouth service order coordination which is included in the price of SL2 voice loops and all digital loops. Order coordination is available as a chargeable option for unbundled copper loops. Order coordination for physical conversions will be scheduled at BellSouth's discretion during normal working hours on the committed due date and MCIm advised. The Parties will work cooperatively to schedule the physical conversion at a time mutually acceptable to both Parties. Where scheduling conflicts exist, the Parties will cooperate to resolve the conflicts. If BellSouth cannot accommodate MCIm's schedule, MCIm may submit a supplemental order requesting a later due date. On the new due date, the cooperative scheduling process will be repeated.

4.3.2 "Order Coordination – Time Specific" refers to service order coordination in which MCIm requests a specific time for a service order conversion to take place. This is a chargeable option, per LSR, for any coordinated order of SL2 and digital loops and is billed in addition to any applicable order coordination charges. MCIm may specify any date and time for order coordination – time specific conversions. If the time specified by MCIm requires BellSouth technicians to work outside of the normal provisioning times specified in Section 3.2.2.3 of Attachment 8, overtime charges may apply in addition to any applicable order coordination and order coordination – time specific charges. Overtime charges will be applied according to actual costs based on type of force group required to perform the work, overtime hours worked and any special circumstances.

4.5 If MCIm modifies an order after being sent a Firm Order Confirmation (FOC) from BellSouth, MCIm shall reimburse BellSouth for any costs incurred by BellSouth to provision the original order that would not have been incurred to provision the modified order .

4.6 BellSouth will offer Unbundled Voice Loops (UVL) in two different service levels - Service Level One (SL1) and Service Level Two (SL2).

4.6.1 SL1 loops will be non-designed, will not have remote test points added, and will not come with any Order Coordination (OC) or engineering information/circuit make-up data. SL1 loops use a mechanized coordinated conversion process, for which no additional charge applies to MCIm. Upon issuance of an order in the service order system, SL1 loops will be activated on the due date in the same manner and time frames that BellSouth normally activates POTS-type loops for its customers. If MCIm requests work to be done for SL1s that requires BellSouth technicians to work outside normal work hours, overtime charges will be applied according to actual costs based on type of force group required to perform the work, overtime hours worked and any special circumstances.

4.6.2 SL2 loops shall have remote test points added, will be designed with a design layout record provided to MCIm, and will be provided with order coordination, at no additional charge to MCIm.

4.8 In addition to the UVLs , BellSouth shall make available an Unbundled Copper Loop (UCL). The UCL will be a copper twisted pair loop that is unencumbered by any intervening equipment (e.g., filters, load coils, range extenders, digital loop carrier, or repeaters). The UCL will be offered in two versions - Short and Long. A short UCL (18 kft or less at 1300 ohms or less) will be provisioned according to Resistance Design parameters. The long UCL (beyond 18kft, at 2800 ohms or less) will be used when MCIm wants to condition copper loops longer than 18kft by removing load coils and other intervening equipment. BST will only ensure electrical continuity and balance relative to tip and ring on UCLs.

4.9 The UCL will be a designed circuit, provisioned with a remote test point added and will come standard with a DLR.

4.10 The UCL is a dry cooper loop and is not intended to support any particular Telecommunications Service. MCIm will determine the type of service that will be provided over the loop.

4.12 The UCL loop shall be provided to MCIm in accordance with the technical references in Appendix 1 of this Attachment.

4.14 MCIm will be responsible for providing BellSouth with a Service Profile Identifier (SPID) associated with a particular ISDN-capable loop and end user. With the SPID, BellSouth will be able to adequately test the circuit and ensure that it properly supports ISDN service.

4.1.1 BellSouth shall provide Loops to MCIm for MCIm's exclusive use; provided, however, that BellSouth shall also make available to MCIm loop capabilities through spectrum sharing. BellSouth will not charge MCIm a loop charge when spectrum sharing.

4.1.1.1 BellSouth will provide for the Splitting or combining the POTS channel from/to a DSL line at the rates set forth in Attachment 1 of this Agreement; BellSouth will provide the DSL Modem; BellSouth will, as required by MCIm, provide the DSLAM functions or provide a 2-wire or 4-wire DSL copper twisted pair interface for MCIm at the central office.

Section 14. Line Sharing

14.1 Definition. Line Sharing is access to the high frequency portion of the loop. High frequency is the range above voiceband on the cooper facility being used to carry analog traffic.

14.1.1 BellSouth shall provide MCIm nondiscriminatory access to line sharing for the provision of telecommunications service.

14.1.2 BellSouth shall only provide MCIm with access to the high frequency portion of the loop where BellSouth is providing, and continues to provide, analog circuit-switched voiceband services on the particular loop for which MCIm seeks access

14.1.3 Where BellSouth maintains control over the loop and splitter equipment and functions, BellSouth shall provide to MCIm loop and splitter

functionality that is compatible with any transmission technology that the requesting carrier seeks to deploy using the high frequency portion of the loop.

14.1.4 BellSouth must condition loops to enable MCIm access the high frequency portion of the loop spectrum.

14.1.5 Where conditioning the loop will significantly degrade the voiceband services that BellSouth is currently providing over that loop, BellSouth must either:

14.1.5.1 locate another loop that has been or can be conditioned, migrate the BellSouth voiceband service to that loop, and provide MCIm with access to the high frequency portion of the alternative loop

14.1.5.2 make a showing to the relevant state commission that the original loop cannot be conditioned without significantly degrading voiceband services on that loop, and that there is no adjacent or alternative loop available that can be conditioned or to which the customer's voiceband service can be moved to enable line sharing.

14.1.5.3 If the relevant state commission concludes that a loop cannot be conditioned without significantly degrading the voiceband service, BellSouth cannot then or subsequently condition the loop to provide advanced services to its own customers without first making available to any requesting carrier the high frequency portion of the newly conditioned loop.

14.1.6 BellSouth must provide to MCIm unbundled access to the high frequency portion of the loop at the remote terminal as well as the central office.

14.1.7 BellSouth must provide on a nondiscriminatory basis, physical loop test access points to MCIm at the splitter, through a cross-connection to BellSouth's collocation space, or through a standardized interface, such as the intermediate distribution frame or a test access server, for the purposes of loop testing, maintenance and repair activities.

14.1.8 If BellSouth seeks to utilize an alternative physical access methodology BellSouth must request approval to do so from the relevant state commission, but must show proposed alternative method is reasonable, nondiscriminatory, and will not disadvantage

a requesting carrier's ability to perform loop or service testing, maintenance or repair.

4.2 Digital Subscriber Line Loops

BellSouth shall provide Digital Subscriber Line ("DSL") Capable Loops. A DSL Capable Loop is a copper Loop that allows for the transmission of signals using DSL technologies. This type of Loop can be 2-wire or 4- wire. This type of Loop must be non-loaded and comply with ANSI carrier serving area ("CSA") standards for bridge taps and gauges. In addition, at MCIm's request, BellSouth shall provide DSL Capable Loops using Revised Resistance Design standards.

4.2.1 " Digital Subscriber Line" or "DSL" refers to a set of service-enhancing copper technologies that are designed to provide digital communications services over copper loops either in addition to or instead of normal analog voice service. BellSouth shall allow MCIm to provide any form of DSL service that complies with industry standards, including but not limited to the following types of digital subscriber line services, whether or not BellSouth offers Advanced Services to the Customer on a particular Loop:

4.2.1.1 "ADSL" or "ASYMMETRIC DIGITAL SUBSCRIBER LINE" is a Passband digital loop transmission technology that typically permits the transmission of up to 8 Mbps downstream (from the central office to the end-user customer) and up to 1 Mbps digital signal upstream (from the end-user customer to the central office) over one copper pair.

4.2.1.2 "RADSL" or "RATE ADAPTIVE DIGITAL SUBSCRIBER LINE" is a form of ADSL that can automatically assess the condition of the Loop and optimize the line rate for a given line quality.

4.2.1.3 "HDSL" or "HIGH-DATA RATE DIGITAL SUBSCRIBER LINE" is a synchronous baseband DSL technology operating over one or more copper pairs. HDSL can offer 784 Kbps circuits over a single copper pair, T1 service over 2 copper pairs, or future E1 service over 3 copper pairs.

4.2.1.4 "HDSL2" or "HIGH-DATA RATE DIGITAL SUBSCRIBER LINE 2" is a synchronous baseband DSL technology operating over a single pair capable of transporting a bit rate of 1.544 Mbps.

4.2.1.5 "IDSL" or "ISDN DIGITAL SUBSCRIBER LINE" is a symmetrical, baseband DSL technology that permits the bi-directional transmission of up to 128 Kbps using ISDN CPE but not circuit switching.

4.2.1.6 "SDSL" or " SYMMETRIC DIGITAL SUBSCRIBER LINE" is a baseband DSL transmission technology that permits the bi-directional transmission from up to 160kbps to 2.048 Mbps on a single pair.

4.2.1.7 "VDSL" or "VERY HIGH SPEED DIGITAL SUBSCRIBER LINE" is a baseband DSL transmission technology that permits the transmission of up to 52 Mbps downstream (from the Central Office to the end-user customer) and up to 2.3 Mbps digital signal upstream (from the end-user customer to the Central Office). VDSL can also be 26 Mbps symmetrical, or other combinations.

4.2.1.8 "SPLITTERLESS ADSL" means the ITU-T Recommendation G.922.2 version of DMT where it is also referred to as DSL-lite, ADSL-lite, and plug and play DSL. Splitterless ADSL eliminates a splitter at the End User premises, but may still require a splitter at the DSLAM.

4.2.2 Integrated Digital Loop Carrier. Where BellSouth uses Integrated Digital Loop Carrier ("IDLC") to provide the local loop, BellSouth shall make the local loop available to MCIm in one of the ways listed in Sections 4.2.2.1 through 4.2.2.4, where available:

4.2.2.1 moving the loops to Digital Loop Carrier that is not integrated;

4.2.2.2 provide side door porting through the switch;

4.2.2.3 provide "DACS-door" porting (if the IDLC routes through a DACS prior to integration into the switch); or

4.2.2.4 Removal of circuit from IDLC system onto all copper facilities to the main distribution frame.

4.2.2.5 BellSouth shall not charge MCIm any additional rates for the moving of Loops .

4.2.2.6 If the options listed in 4.2.2.1 through 4.2.2.4 are not available, BellSouth shall utilize its special construction process to determine the

additional costs required to provide one of those options, or to construct the copper plant necessary to provide the loop.

4.2.3 When Loops are provided over an IDLC system, BellSouth shall permit MCIm, at MCIm's discretion, and in accordance with FCC rules, the ability to collocate DSLAM or other DSL equipment at the Remote Terminal, is space exists, where the copper portion of the IDLC-provided Loop terminates, as provided in Section 1 of Attachment 5.

4.2.4 The following sections pertain to the provisioning of DSL Capable Loops.

4.2.4.2 Provisioning and Installation of DSL Capable Loops. BellSouth shall provision and install DSL Capable Loops within the same time frames as designed analog Loops.

4.2.4.3 Loop Qualification Process. In accordance with Applicable Law, BellSouth shall make Loop qualification information, including, but not limited to, Loop length, bridge tap length and location, gauge size and changes, and the presence of loading coils, available to MCIm via mutually agreeable OSS interfaces at rates to be developed in accordance with Attachment 1. BellSouth must provide this detailed Loop qualification information to MCIm prior to the ordering of Loops.

4.2.4.4 Conditioning. At MCIm's request, BellSouth shall condition Loops at the rates set forth on Attachment 1 of this Agreement as Unbundled Loop Modification (ULM). Conditioning means the removal from the Loop of any devices that may diminish the capability of the Loop to deliver high-speed switched wireline telecommunications capability, including xDSL service. Such devices include, but are not limited to, bridge taps, low pass filters, and range extenders.

4.2.4.5 Access to NIDs. BellSouth shall permit MCIm to access the NID at the customer premises as required for MCIm's deployment of DSL Services.

4.2.4.7 Spectral Compatibility. BellSouth shall not unilaterally determine which Advanced Services technologies MCIm may deploy, nor will BellSouth have unfettered control over spectrum management standards and practices. The Parties shall employ a Spectral Compatibility process to minimize

interference and crosstalk, and to manage the deployment of Advanced Services in the network. This process will be employed in a competitively neutral manner between BellSouth's retail service offering and MCIm's or any third party's service offerings, to allow the widest possible deployment of DSL services and other Advanced Services.

4.2.4.7.1 Spectral Compatibility Standards. The Parties shall use spectral compatibility standards, as they become defined by industry standards bodies, such as the T1E1.4 working group of the ANSI, to minimize interference and crosstalk.

4.2.4.7.2 Advanced Services Acceptable for Deployment. Any DSL services and other Advanced Services technologies that comply with existing and future industry standards are presumed acceptable for deployment. Any DSL services and other Advanced Services technologies which have been or are successfully deployed by any carrier without significantly degrading the performance of other services, or have been approved by the FCC, or any state commission, or an industry standards body, are presumed acceptable for deployment.

4.2.4.8 Spectrum Management. The Parties shall use spectrum management to manage the deployment of DSL services and other Advanced Services in the network.

4.2.4.8.1 Spectrum Management Procedures. If BellSouth has pre-existing spectrum management procedures, BellSouth shall provide MCIm a copy of these procedures no later than thirty (30) days after the Effective Date. In the event ILEC has no pre-existing procedures then, no later than thirty (30) days after MCIm's written request, BellSouth and MCIm shall begin development of spectrum management procedures and policies. These spectrum management procedures should comply with national standards and Applicable Law. If the development of these procedures is not completed within six (6) months after MCIm's written request to develop these procedures, BellSouth and MCIm will jointly seek expedited resolution by the Commission/Board of all remaining issues.

4.2.4.8.2 Binder Group Management. Assignment of DSL services and other Advanced Services shall be on a nondiscriminatory basis within and among Binder Groups; provided that no assignment of DSL services and other Advanced Services requested by MCIm will be made to a Binder Group containing AMI T1s without the prior written consent of MCIm. BellSouth shall discontinue the deployment of AM1 T1s and replace them, at no additional cost to MCIm, with non-interfering technologies. BellSouth shall effectively manage AM1 T1 systems to provide the maximum number of Binders Groups for DSL services and other Advanced Services deployment while AM1 T1 systems are migrated to non-interfering technologies. BellSouth shall not assign AMI T1s to Binder Groups containing other non-interfering technologies. As newer copper technologies that cause less interference are developed, BellSouth shall develop a plan to migrate to these newer technologies.

4.2.4.8.3 Elimination of Interfering Technologies. After the Effective Date, BellSouth: (i) may not add or deploy new AMI T1s (or their equivalent); (ii) must begin to remove and phase out the use of existing Disturbers; and (iii) must remove existing AM1 T1s when they are in conflict with the deployment of DSL services and other Advanced Services by MCIm. Assignments or rearrangements to designated Binder Groups will be made so that the fill rate of the Binder Groups reflects the industry standards for such services. BellSouth may not deny any request for DSL services and other Advanced Services due to spectral interference unless all AM1 T1s have been assigned or rearranged to designated Binder Groups and the Binder Groups reflect efficient fill rates.

4.2.4.9 Denial of DSL Services and Other Advanced Services

4.2.4.9.1 BellSouth shall not deny MCIm's request to deploy DSL services and other Advanced Services unless it demonstrates to the Commission/Board that deployment of the particular technology will significantly degrade the performance of other DSL services and other Advanced Services or traditional voice band services. BellSouth must make this demonstration using quantifiable data and information.

4.2.4.9.2 If BellSouth rejects an MCIm request for the provision of DSL services and other Advanced Services, BellSouth shall (i) disclose all information related to the rejection; (ii) provide MCIm in writing with the specific reason for the rejection; and (iii) disclose the number of Loops using DSL services and other Advanced Services technology within a Binder Group and the type of technology deployed on those Loops and, (iv) provide information on the entire cable assignment.

4.2.4.9.3 If BellSouth claims a service is significantly degrading the performance of other DSL services or other Advanced Services or traditional voice band services, BellSouth shall notify MCIm and allow MCIm a reasonable opportunity to correct the problem. Any claims by BellSouth of network harm must be supported with specific and verifiable supporting information.

4.2.4.10 Testing. BellSouth shall test each DSL Capable Loop using the same tests that BellSouth uses to test Loops for itself, its Customers, subsidiaries, or Affiliates, or any third party.

4.3 Central Office IDLC for Access to Loops. If deployed in BellSouth's network, BellSouth shall provide, at MCIm's request, shared GR303-equipped IDLC equipment in BellSouth's central offices for purposes of MCIm's access to unbundled Loops. The GR303-equipped IDLC equipment will be capable of:

4.3.1 Performing electronic Cross Connection of the Loop to interoffice Transport (Dedicated or Shared) provided by either BellSouth, MCIm, or another Carrier;

4.3.2 Concentrating Loops onto transport at concentration ratios specified by MCIm; and

4.3.3 Multi-hosting among MCIm and other Carriers or BellSouth.

4.4 Central Office Connections. As specified by MCIm, BellSouth shall provide all necessary or appropriate connections within its central offices or wire centers, at any applicable rates set forth in Attachment 1, including, but not limited to:

4.4.1 between the central office Demarcation Point of the Loop (e.g., distribution frame or its equivalent), and:

4.4.1.1 MCIm's collocation arrangement; or

4.4.1.2 Digital cross connect panels, range extenders, test points, and such other loop terminating equipment as the Parties may mutually agree; or

4.4.1.3 Other unbundled Network Elements; or

4.4.1.4 Third party collocation arrangement; and

4.4.2 Between digital cross connect panels, range extenders, test points, and such other loop terminating equipment as the Parties may mutually agree or other unbundled Network Elements and:

4.4.2.1 MCIm's collocation arrangement; or

4.4.2.2 digital cross connect panels, range extenders, test points, and such other loop terminating equipment as the Parties may mutually agree; or

4.4.2.3 Other unbundled Network Elements; or

4.4.2.4 Third party collocation arrangements.

4.5 Definition of Subloop. Any portion of the Loop that is Technically Feasible to access at terminals in BellSouth's outside plant, including inside wire owned by BellSouth. An accessible terminal is any point on the loop where technicians can access the wire or fiber within the cable without removing a splice case to reach the wire or fiber within. Such points may include, but are not limited to, the pole or pedestal, the Network Interface Device, the minimum point of entry, the single point of Interconnection, the main distribution frame, the Remote Terminal, and the Feeder Distribution Interface.

4.5.1 Loop Feeder

4.5.1.1 Definition.

4.5.1.1.1 The Loop Feeder provides connectivity between (1) a Feeder Distribution Interface (FDI) associated with Loop Distribution and a termination point appropriate for the media in a Central Office, or (2) a Loop Concentrator/Multiplexer provided in a remote terminal and a termination point appropriate for the media in a Central

Office. **{MCIm Language BellSouth shall provide a Demarcation Point for the FDI that will provide MCIm access to the FDI and the ability to connect MCIm's loop distribution element to the FDI.}** **{BST language BellSouth shall provide MCIm physical access to the FDI, and the right to connect, the Loop Feeder to the FDI}**.

4.5.1.1.2 The physical medium of the Loop Feeder may be copper twisted pair, or single or multi-mode fiber or other technologies that BellSouth may deploy.

4.5.1.2 Requirements for Loop Feeder

4.5.1.2.1 The Loop Feeder shall be capable of transmitting analog voice frequency, basic rate ISDN, digital data, optical signals or analog radio frequency signals as appropriate for the Loop Feeder medium used.

4.5.1.2.2 BellSouth shall provide appropriate power for all active elements in the Loop Feeder. BellSouth will provide appropriate power from a central office source, or from a commercial AC source with rectifiers for AC to DC conversion and 8-hour battery back-up when the equipment is located in an outside plant Remote Terminal (RT).

4.5.1.2.3 BellSouth shall identify technically feasible Demarcation Point(s) to the FDI that will allow MCIm to select where it accesses the FDI, and to provide the ability to connect MCIm's or a third Party's equipment or facilities to the FDI. **BellSouth shall not introduce any intermediate devices for the purpose of MCIm's connection to the FDI, unless agreed to by MCIm.**

4.5.1.3 Additional Requirements - Special Copper Loop Feeder Medium. Where the Loop Feeder is existing copper twisted pair, MCIm may require BellSouth to provide copper twisted pair Loop Feeder which is unfettered by any intervening equipment (e.g., filters, loading coils, and range extenders), so that MCIm can use these Loop Feeders for a variety of services by attaching appropriate terminal equipment. BellSouth ULM will be used to perform these activities at the rates set forth in Attachment 1 of this Agreement. Where there is no existing copper twisted pair Loop Feeder, MCI may require BellSouth to provide copper twisted pair Loop Feeder which is unfettered by any intervening equipment

(e.g., filters, loading coils, and range extenders), so that MCIm can use these Loop Feeders for a variety of services by attaching appropriate terminal equipment. BellSouth's special construction process will be used to determine costs.

4.5.1.4 Additional Technical Requirements - DS1 Conditioned Loop Feeder. Where available in BellSouth's network, MCIm may request Loop Feeder that will support a DS1 signal. If conditioning is required, then MCIm will use the ULM process at the rates set forth in Attachment 1 of this Agreement.

4.5.1.5 Additional Technical Requirements - Optical Loop Feeder. MCIm may designate that the Loop Feeder will transport DS3 and OCn (where n is defined pursuant to the applicable technical reference in Appendix 1).

4.5.1.6 The Loop Feeder will be terminated within a BellSouth central office will be as follows:

4.5.1.6.1 Copper twisted pairs shall terminate on the MDF;

4.5.1.6.2 DS1 Loop Feeder shall terminate on a DSX1, DCS1/0 or DCS3/1; and

4.5.1.6.3 Fiber Optic cable shall terminate on a LGX.

4.6 Distribution

4.6.1 Definition: {BELLSOUTH Language Subject to applicable and effective FCC rules and orders, the unbundled sub-loop distribution facility is dedicated transmission facility that BellSouth provides from a customer's point of demarcation to a BellSouth cross-connect device. The BellSouth cross-connect device may be located within a remote terminal (RT) or a stand-alone cross-box in the field or in the equipment room of a building. }

{MCIm Language "Distribution" provides connectivity between the NID component of Loop Distribution and the terminal block on the End User-side of a Feeder Distribution Interface (FDI). The FDI is a device that terminates the Distribution and the Loop Feeder, and cross-connects them in order to provide a continuous transmission path between the NID and an ILEC central office. There are three basic types of feeder-distribution connection: (i) multiple (splicing of

multiple distribution pairs onto one feeder pair); (ii) dedicated ("home run"); and (iii) interfaced ("cross-connected"). While older plant uses multiple and dedicated approaches, newer plant and all plant that uses IDLC or other pair-gain technology necessarily uses the interfaced approach. The feeder-distribution interface (FDI) in the interfaced design makes use of a manual cross-connection, typically housed inside an outside plant device ("green box") or in a vault or manhole.

The Distribution may be copper twisted pair, coax cable, single or multi-mode fiber optic cable or other technologies. A combination that includes two or more of these media is also possible. In certain cases, MCIm shall require a copper twisted pair Distribution even in instances where the Distribution for services that BellSouth offers is other than a copper facility}.

4.6.2 Requirements - Distribution BellSouth shall provide MCIm with Distribution that satisfies the following requirements:

4.6.2.1 Distribution must be capable of carrying signals for the following services (as requested by MCIm):

4.6.2.1.1 Two-wire & four-wire analog voice grade Loops;

4.6.2.1.2 Two-wire & four-wire facilities that are capable of transmitting the digital signals needed to provide services such as ISDN, DSL and DS1-level signals.

4.6.2.2 Distribution must be capable of carrying all signaling messages or tones appropriate for the distribution medium used. Where the Distribution includes any active elements that terminate any of the signaling messages or tones, these messages or tones must be reproduced by the Distribution at the interfaces to an adjacent Network Element in a format that maintains the integrity of the signaling messages or tones.

4.6.2.3 Distribution facilities shall support functions associated with provisioning, maintenance and testing of the unbundled sub-loop.
4.6.2.4 Where technically feasible, Distribution must support performance monitoring, provided by MCIm

4.6.2.5 {BELLSOUTH Language For access to the subloop element at a BellSouth cross-box located in the field, MCIm would be required to deliver a cable to the BellSouth remote terminal or cross-box to provide connectivity to MCIm's feeder

facilities. This cable would be connected, by a BellSouth technician, to a cross-connect panel within the BellSouth RT/cross-box. MCIm's cable pairs can then be connected to BellSouth's USL within the BellSouth cross-box by the BellSouth technician. In a scenario that requires connection in a building equipment room, BellSouth will install a cross connect panel on which access to the requested Distribution will be connected. MCIm's cable pairs can then be connected to the Distribution pairs on this cross-connect panel by the BellSouth technician.}

4.6.2.6 BellSouth shall offer, Distribution together with, and separately from, the NID component of Distribution.

4.6.3 Additional Requirements - Special Copper Distribution

In addition to Distribution that supports the requirements in Section 4.6.2 above, MCIm may request Distribution to be copper twisted pair which are unfettered by any intervening equipment (e.g., filters, load coils, range extenders) so that MCIm can use the Distribution for a variety of services by attaching appropriate terminal equipment at the ends. For the removal of intervening equipment at MCIm's request, MCIm will use the ULM process at the rates set forth in Attachment 1.

4.6.4 Additional Requirements for Fiber Distribution

Fiber optic cable Distribution shall be capable of transmitting signals for the following services in addition to the ones under Section 4.6.2 above:

4.6.4.1 DS3 rate service;

4.6.4.2 Optical SONET OCn rate (where n is defined in the technical reference in Appendix 1; and

4.6.4.3 Analog Radio Frequency based services

4.6.4.4 Additional Requirements for Coaxial Cable Distribution

Coaxial Cable (coax) Distribution shall be capable of transmitting signals for the following services in addition to the ones under Section 4.5.2 above:

4.6.4.5 Broadband data, either one way or bi-directional, symmetric or asymmetric, at rates between 1.5 Mb/s and 45 Mb/s; and

4.6.4.6 Analog Radio Frequency based services.

4.6.6 Interface Requirements

4.6.6.2 Distribution shall be equal to or better than each of the applicable interface requirements set forth in the technical references provided in Appendix 1.

4.7 Network Interface Device

4.7.1 Definition:

4.7.1.1 The Network Interface Device (NID) is a single-line termination device or that portion of a multiple-line termination device required to terminate a single line or circuit. The function of the NID is to establish the network Demarcation Point between a carrier and its subscriber. The NID features two independent chambers or divisions which separate the service provider's network from the subscriber's inside wiring. Each chamber or division contains the appropriate connection points or posts to which the service provider, and the subscriber each make their connections.

4.7.2 With respect to multiple-line termination devices, if MCIm requests BellSouth to install the NID, MCIm shall specify the quantity of NID connections it requires within such device.

4.7.3 Figure 1 shows an example of one type of a NID.

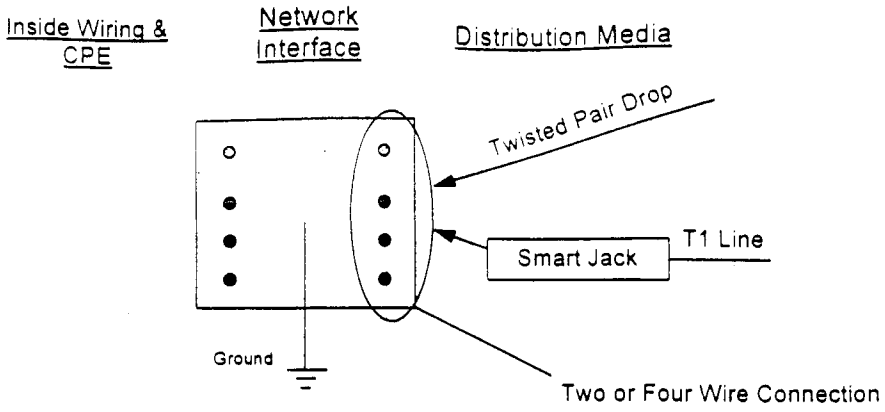


Figure 1 - Network Interface Device

4.7.4 Technical Requirements

4.7.4.1 The BellSouth Network Interface Device shall provide a clean, accessible point of connection for the inside wiring for MCIm's Distribution Media via MCIm's NID and shall maintain a connection to ground that meets the requirements set forth below.

4.7.4.2 The NID shall be capable of transferring electrical analog or digital signals between the subscriber's inside wiring for MCIm's Distribution Media via MCIm's NID.

4.7.4.3 All NID posts or connecting points shall be in place, secure, usable and free of any rust or corrosion. The protective ground connection shall exist and be properly installed. The ground wire shall be free of rust or corrosion and have continuity relative to ground.

4.7.4.4 The NID shall be capable of withstanding all normal local environmental variations.

4.7.4.5 The NID shall be physically accessible to MCIm designated personnel. In cases where entrance to the subscriber premises is required to give access to the NID, MCIm shall obtain entrance permission directly from the subscriber.

4.7.4.6 BellSouth shall offer the NID together with, and separately from the Distribution Media component of Loop Distribution.

4.7.4.6.1 MCIm may connect its NID to the customer interface of BellSouth's NID.

4.7.5 Interface Requirements - Network Interface Device

4.7.5.1 Where deployed the NID will be the interface to End Users' premises wiring for all Loop technologies.

4.7.5.2 Responsibilities of The Parties for Conditions of Access And Attachment To NIDs. BellSouth shall allow MCIm to directly connect MCIm's Distribution Media to a BellSouth NID either by using excess capacity on the NID or, if no excess capacity exists, and where ordered by the Commission, direct connection would involve disconnecting BellSouth's Distribution Media and attaching MCIm's Distribution Media to the NID. Where MCIm disconnects BellSouth's Distribution Media, MCIm shall ground BellSouth's Distribution Media and maintain the ground in accordance with standard industry practices. In the event an MCIm customer reverts to BellSouth, BellSouth shall disconnect MCIm's Distribution Media only under these same terms and conditions. MCIm shall assume responsibility and shall bear the burden of properly grounding the loop after disconnection and maintaining same in proper order and safety. MCIm shall assume full liability for its actions and for any adverse consequences that could result. MCIm's responsibility and assumption of liability shall be the same for NIDs used in business settings which are similar to residential service NIDs, as for NIDs used for residential service.

4.8 Loop Concentrator

4.8.1 Definition. The Loop Concentrator is the Network Element that does one or more of the following:

(a) aggregates lower bit rate or bandwidth signals to higher bit rate or bandwidth signals (multiplexing);
(b) disaggregates higher bit rate or bandwidth signals to lower bit rate or bandwidth signals (demultiplexing);
(c) aggregates a specified number of signals or channels to fewer channels (concentrating);
(d) performs signal conversion, including encoding of signals (e.g., analog to digital and digital to analog signal conversion); or
(e) in some instances performs electrical to optical (E/O) conversion.

4.8.1.1 The Loop Concentrator function may be provided through an Digital Loop Carrier (DLC) system, channel bank, multiplexer or

other equipment at which traffic is encoded and decoded, multiplexed and demultiplexed, or concentrated.

4.8.2 Technical Requirements - Loop Concentrator. BellSouth shall provide MCIm with Loop Concentrators that satisfy the following requirements:

4.8.2.1 The Loop Concentrator must be capable of performing its functions on the signals for the following services, including, but not limited to, (as needed by MCIm to provide end-to-end service capability to its subscriber.):

4.8.2.1.1 two-wire & four-wire analog voice grade Loops;

4.8.2.1.2 two-wire & four-wire Loops that are capable of transmitting the digital signals needed to provide services such as ISDN, and DS1-level signals;

4.8.2.1.3 four-wire digital data (2.4Kbps through 64Kbps and n times 64Kbps (where n < 24);

4.8.2.1.4 DSL and DS3 rate, where available;

4.8.2.1.5 .

4.8.2.2 The Loop Concentrator must perform the following functions as appropriate:

4.8.2.2.1 Analog to digital signal conversion of both incoming and outgoing (upstream and downstream) analog signals;

4.8.2.2.2 Multiplexing of the individual digital signals up to higher transmission bit rate signals (e.g., DS0, DS1 and DS3 where available) for transport through the Loop Feeder facilities; and

4.8.2.2.3 Concentration of end-user signals onto fewer channels of a Loop Feeder. (The concentration ratio to be specified by MCIm).

4.8.2.3 BellSouth shall provide power for the Loop Concentrator , through a non-interruptible source if the function is performed in a central office, or from a commercial AC power source with battery backup if the equipment is located outside a central office. Such

power shall also adhere to the requirements stated herein.

4.8.2.4 The Loop Concentrator shall be provided to MCIm in accordance with the Technical References provided in Appendix 1.

4.8.3 Requirements - Intelligent Loop Concentrator/ Multiplexer. BellSouth shall provide MCIm with Intelligent Loop Concentrator/Multiplexers that satisfy the following requirements:

4.8.3.1 The Intelligent Loop Concentrator/Multiplexer (IC/M) must providefacility test functions, format conversion and signaling conversion as appropriate.

4.8.3.2 The underlying equipment that provides such IC/M function must continuously monitor protected circuit packs and redundant common equipment.

4.8.3.3 The underlying equipment that provides such IC/M function must automatically switch to a protection circuit pack on detection of a failure or degradation of normal operation.

4.8.3.4 The underlying equipment that provides such IC/M function must be equipped with a redundant power supply or a battery back-up.

4.8.3.6 At MCIm's option, BellSouth shall provide MCIm with Real Time ability to initiate tests on the underlying device that provides such IC/M function integrated test equipment as well as other integrated functionality for routine testing and fault isolation.

4.8.4 Interface Requirements - Loop Concentrator .

The Loop Concentrator shall meet the following interface requirements, as appropriate for the configuration that MCIm designates:

4.8.4.1 The Loop Concentrator shall provide an analog voice frequency copper twisted pair interface at the serving wire center, as described in the references in Appendix 1.

4.8.4.2 The Loop Concentrator shall provide digital 4-wire electrical interfaces at the serving wire center, as described in the references in Appendix 1.

4.8.4.3 The Loop Concentrator shall provide optical SONET interfaces at rates of OC-3, OC-12, OC-48, and OC-N, N as described in the references in Appendix 1.

4.8.4.4 The Loop Concentrator shall provide the Bellcore TR-303 DS1 level interface at the serving wire center. Loop Concentratorshall provide Bellcore TR-08 modes 1&2 DS1 interfaces when designated by MCIm. Such interface requirements are specified in the references in Appendix 1.

4.8.4.5 The Intelligent Loop Concentrator shall be provided to MCIm in accordance with the Technical References set forth in Appendix 1.

4.9 Digital Subscriber Line Access Multiplexer

4.9.1 Definition. "Digital Subscriber Line Access Multiplexer" or "DSLAM" is a network device that: (i) aggregates lower bit rate DSL signals to higher bit-rate or bandwidth signals (multiplexing); (ii) disaggregates higher bit-rate or bandwidth signals to lower bit-rate DSL signal (de-multiplexing); (iii) (for baseband services) splits off voice (POTS) channel from the DSL channels for handoff to a voice switch; or (iv) (for baseband services) combines voice (POTS) channel onto the DSL channel for delivery to the End-User.

4.9.2 Technical requirements

4.9.2.1 BellSouth shall provide MCIm with DSLAMs that satisfy the requirements in this Section [4.9]. Any DSLAM must be capable of performing its functions for services that include, but are not limited to, two-wire analog voice grade Loops and 2-Wire DSL Capable Loops (SHDSL, HSDL, ADSL, HDSL2, IDSL, Splitterless ADSL).

4.9.2.2 Any DSLAM must perform the following functions, as appropriate:

4.9.2.2.1 Multiplexing of individual DSL signals up to higher transmission bit rate signals (e.g., DS3, or optical SONET rates).

4.9.2.2.2 Splitting or combining the POTS channel from a DSL line (may be integrated or standalone);

4.9.2.2.3 Concentration (over-subscription) of DSL services onto less bandwidth on the trunk-side, high-bandwidth signal;

4.9.2.2.4 Provide the trunk side interface of a DSLAM with ATM functionality with customer circuits segregated into separate permanent virtual circuits.

4.9.3 Additional Requirements. BellSouth shall provide power for a DSLAM, through a non-interruptible source if the equipment is located in a central office, or from a commercial AC power source with battery backup if the equipment is located outside a central office.

4.9.4 Interface Requirements. As appropriate for the configuration MCIm designates, any DSLAM provided by BellSouth must meet the following interface requirements:

4.9.4.1 A DSLAM must provide analog voice frequency, copper twisted pair interfaces at the serving wire center;

4.9.4.2 A DSLAM must provide two-wire and four-wire DSL copper twisted-pair interface at the serving wire center; and

4.9.4.3 A DSLAM must provide multiple bandwidth interfaces, including, but not limited to, DS3 and SONET interfaces at rates of OC-3c.

Section 6. Dark Fiber

6.1 Definition:

Dark Fiber is BellSouth optical transmission facilities without attached multiplexers, aggregation, or other electronics. _–To the extent BellSouth's fiber contains any lightwave repeaters (e.g., regenerators or optical amplifiers) installed on the fiber, BellSouth shall not remove the same

6.2 Requirements

BellSouth shall make available Dark Fiber where it exists in BellSouth's network and where, as a result of future building or deployment, it becomes available. BellSouth shall offer all Dark Fiber to MCIm pursuant to the prices set forth in Attachment I of this Agreement. BellSouth shall make available Dark Fiber at

Parity and on a non-discriminatory basis in accordance with applicable FCC rules and orders.

6.2.2 BellSouth shall provide a single Point of Contact (SPOC) for negotiating all Dark Fiber arrangements.

6.2.3 MCIm may test the quality of the Dark Fiber to confirm its usability and performance specifications.

6.2.4 BellSouth shall use its best efforts to provide to MCIm information regarding the location, availability and performance of Dark Fiber within ten (10) business days for a records based answer and twenty (20) business days for a field based answer, after receiving a request from MCIm ("Request"). Within such time period, BellSouth shall send written confirmation of availability of the Dark Fiber ("Confirmation"). BellSouth shall hold such requested Dark Fiber for MCIm's use for 10 business days from MCIm's receipt of Confirmation and may not allow any other party to use such media, including BellSouth. BellSouth shall provide Dark Fiber on a first come, first served basis.

6.2.5 BellSouth shall use its best efforts to make Dark Fiber available to MCIm within thirty (30) business days after it receives written confirmation from MCIm that the Dark Fiber previously deemed available by BellSouth is wanted for use by MCIm. BellSouth shall identify all appropriate and available connection points (e.g., Light Guide Interconnection (LGX) or splice points) to enable MCIm to connect or splice MCIm provided transmission media (e.g., optical fiber) or equipment to the Dark Fiber, and MCIm shall notify BellSouth which point(s) it desires to use.

6.3 Additional Requirements for Dark Fiber

6.3.1BellSouth shall provide MCIm with the most recent test records it has, if any, for Dark Fiber that MCIm plans to use. If BellSouth has no test records, at MCIm's request, BellSouth shall provide an estimate, using accepted industry practices, of the transmission loss of the channel at MCIm's intended transmission wavelength. BellSouth shall not warrant the accuracy of its estimate. If BellSouth's estimate of transmission loss exceeds MCIm's specifications, MCIm shall have the option of performing its own tests prior to purchase of the Dark Fiber.

6.3.2 MCIm may splice at the end points and test Dark Fiber obtained from BellSouth using MCIm or third party personnel. For connections at a splice point, BellSouth shall uncoil existing fiber a minimum of 25 feet from the manhole to allow MCIm to splice the fiber.

6.4 Availability of Unused Transmission Media other than Dark Fiber shall be determined by BellSouth on a case by case basis. BellSouth is not required to build out or deploy coaxial cable or copper where it has not been installed, although its availability will be affected as a result of future building out or deployment of such other unused transmission media.

6.4.1 If deployed in BellSouth's network, on a case by case basis, BellSouth may provide wave division multiplexer applications at rates to be negotiated by the Parties. For wave division multiplexer (WDM) applications, BellSouth shall provide to MCIm an interface to an existing WDM device or allow MCIm to install its own WDM device (where sufficient system loss margins exist or where MCIm provides the necessary loss compensation) to multiplex the traffic at different wavelengths. This applies to both the transmit and receive ends of the Dark Fiber.

Section 7. Local Switching

7.1 General Requirements

7.1.1 Definition. Local Switching (also referred to as Local Circuit Switching as defined in FCC Rules) is the unbundled Network Element that gives MCIm the ability to use switching functionality in a BellSouth end office switch, including all vertical services and/or features that BellSouth's underlying switch is capable of providing, to the extent BellSouth offers such services and features in that switch. MCIm may request modifications to the switching functionality, including the vertical services and/or features available in an BellSouth end office switch, pursuant to the BFR process set forth in Part A of this Agreement. Local Switching will be provisioned with a Port Element, which provides line or trunk side access to Local Switching. Rates for line-side ports, trunk-side ports, and features, functions, and capabilities of the switch are set forth in Attachment 1 of this Agreement.

7.1.2 Port Element or Port means a 1) line card (or equivalent) and associated peripheral equipment on an end office switch which serves as the interconnection between individual loops or individual End User trunks, through the main distribution frame, and the switching components of an end office switch and the associated switching functionality in that end office switch, or 2) trunk card (or equivalent) and associated peripheral equipment on an end office switch which serves as the interconnection between interoffice transport and the switching components, through a trunk-side cross-connect panel, of an end office switch and the associated functionality in that end office switch. Each

Port is typically associated with one (or more) telephone number(s) which serves as the Customer's network address.

7.1.3 Local Switching includes line side and trunk side facilities plus the features, functions, and capabilities of the switch. It consists of the line-side port (including connection between a Loop termination and a switch line card, telephone number assignment, one primary Directory Listing, presubscription, and access to 911, Operator Services, basic intercept, and Directory Assistance), line and line group features (including appropriate vertical features and line blocking options), usage (including the connection of lines to lines, lines to trunks, trunks to lines, and trunks to trunks), and trunk features (including the connection between the trunk termination and a trunk card).

7.1.4 Local Switching, including the ability to route, via selective call routing, to MCIm's or a third party's dedicated transport shall be unbundled from all other unbundled Network Elements.

7.1.4.1 Notwithstanding BellSouth's general duty to unbundle local circuit switching, BellSouth shall not be required to unbundle local circuit switching for MCIm in cases where MCIm serves end users with four or more voice grade (DS0) equivalents or lines, provided that BellSouth provides nondiscriminatory access to combinations of unbundled loops and transport (also known as the enhanced extended link ("EEL")) throughout Density Zone 1, and BellSouth's local circuit switches are located in:

1. The top 50 Metropolitan Statistical Areas as set forth in Appendix B of the Third Report and Order and Fourth Further Notice of Proposed Rulemaking in CC Docket No. 96-98, and
2. Density Zone I, as defined in 47 C.F.R. § 69.123, as of January 1, 1999.

7.2. Technical Requirements - Local Switching

Local Switching shall be at least equal to Local Switching requirements set forth in Appendix 1 of this Attachment.

7.2.1 BellSouth shall route calls to the appropriate trunk or lines for call origination or termination.

7.2.1.1 BellSouth shall route calls on a per line or per screening class basis to (1) BellSouth platforms providing Network Elements, (2) MCIm designated platforms, or (3) third-party platforms.

7.2.1.2 BellSouth shall provide standard recorded announcements for MCIm's selection, and call progress tones, to alert callers of call progress and disposition.

7.2.1.3 BellSouth shall change a subscriber from BellSouth's services to MCIm's services without loss of features, functionality for dialing plan coverage, unless expressly agreed to otherwise by MCIm.

7.2.1.4 BellSouth shall perform routine testing (e.g., Mechanized Loop Tests (MLT) and test calls such as 105, 107 and 108 type calls) at Parity and on a nondiscriminatory basis.

7.2.1.5 BellSouth shall repair and restore any BellSouth equipment or any other BellSouth component that may adversely impact MCIm's use of unbundled Local Switching.

7.2.1.6 BellSouth shall control congestion points such as mass calling events, and network routing abnormalities, using capabilities such as Automatic Call Gapping, Automatic Congestion Control, and Network Routing Overflow. Application of such control will be competitively neutral and not favor any user of unbundled switching or BellSouth.

7.2.1.7 BellSouth shall perform manual call trace as designated by MCIm and permit subscriber originated call trace.

7.2.1.8 BellSouth shall record all billable events, involving usage of the element, and send the appropriate recording data to MCIm as outlined in Attachment 8.

7.2.1.9 For Local Switching used as 911 Tandems, BellSouth shall allow interconnection from MCIm local switching elements and BellSouth shall route the calls to the appropriate Public Safety Access Point (PSAP).

7.2.1.10 Where BellSouth provides the following special services, it shall provide to MCIm:

7.2.1.10.1 Essential Service Lines, where BellSouth provides them to its own retail customers;

7.2.1.10.2 Telephone Service Prioritization;

7.2.1.10.3 Related services for handicapped;

7.2.1.10.4 Soft dial tone where required by law. Where BellSouth provides soft dial tone, it shall do so on a competitively-neutral basis.

7.2.1.10.5 Any other service required by law or regulation.

7.2.1.11 BellSouth shall provide Switching Service Point (SSP) capabilities and signaling software to interconnect the signaling links destined to the Signaling Transfer Point Switch (STPs). In the event that Local Switching is provided out of a switch without SS7 capability, the Tandem shall provide this capability as discussed in the section on Tandem Switching. These capabilities shall adhere to the specifications set forth in Appendix 1 of this Attachment.

7.2.1.12 BellSouth shall provide interfaces to adjuncts through industry standards and Bellcore interfaces set forth in Appendix 1 of this Attachment.

7.2.1.13 Unbundled switching will include 911 access on the same basis as such access is provided in BellSouth's network.

7.2.1.14 BellSouth shall offer all Local Switching features that are technically feasible and provide feature offerings at parity to those provided by BellSouth to itself or any other party. Such feature offerings shall include but are not limited to:

7.2.1.14.1 Basic and primary rate ISDN;

7.2.1.14.2 Residential features;

7.2.1.14.3 Custom Local Area Signaling Services (CLASS/LASS);

7.2.1.14.4 Custom Calling Features;

7.2.1.14.5 Centrex or its equivalent (including equivalent administrative capabilities, such as subscriber accessible reconfiguration and detailed message recording); and

7.2.1.14.6 Advanced intelligent network triggers supporting MCIm, and BellSouth service applications, in BellSouth's SCPs. BellSouth shall offer to MCIm all AIN triggers currently available to BellSouth for offering AIN-based

services in accordance with applicable technical references in Appendix 1 of this Attachment. Currently, such triggers are:

7.2.1.14.6.1 Off-Hook Immediate;

7.2.1.14.6.2 Off-Hook Delay;

7.2.1.14.6.3 Termination Attempt;

7.2.1.14.6.4 3/6/10;

7.2.1.14.6.5 Feature Code Dialing;

7.2.1.14.7 When the following triggers are supported by BellSouth, BellSouth shall make said triggers available to MCIm:

7.2.1.14.7.1 Private EAMF Trunk;

7.2.1.14.7.2 Shared Interoffice Trunk (EAMF, SS7);

7.2.1.14.7.3 N11;

7.2.1.14.7.4 Automatic Route Selection.

7.2.1.15 BellSouth shall assign each MCIm subscriber line the class of service designated by MCIm (e.g., using line class codes or other switch specific provisioning methods), and shall route directory assistance calls from MCIm Customers as directed by MCIm at MCIm's option. This includes each of the following call types:

7.2.1.15.1 O+/O- calls
7.2.1.15.2 411/DA calls
7.1.2.15.6 Any other selective routing that may be mutually agreed upon by the Parties and at rates negotiated by the Parties.

7.2.1.16 Subject to section 7.1.2, above, BellSouth shall assign each MCIm subscriber line the class of services designated by MCIm using line class codes and shall route operator calls from MCIm subscribers as directed by MCIm at MCIm's option. For example, BellSouth may translate 0- and 0+ intraLATA traffic, and route the call through appropriate trunks to an MCIm Operator

Services Position System (OSPS). **Calls from Local Switching must pass the ANI-II digits unchanged**.

7.2.1.17 Where BellSouth provides switching, if an MCIm subscriber subscribes to MCIm provided voice mail and messaging services, BellSouth shall redirect incoming calls to the MCIm designated trunk group based upon presubscribed service arrangements (e.g., busy, don't answer, number of rings). In addition, MCIm may purchase a simplified message desk interface serviceinterface with multi-line hunting to the MCIm system. pursuant to Attachment 2 of this Agreement. BellSouth shall support the Inter-switch Voice Messaging Service (IVMS) capability, where available.

7.2.1.18 Local Switching shall be offered in accordance with the requirements of the technical references in Appendix 1 and their future releases.

7.3 Interface Requirements - Local Switching

7.3.1 BellSouth shall comply with the interface requirements for Local Circuit Switching as set forth in Appendix 1 of this Attachment.

7.3.2. In addition to the requirements referenced in Appendix 1 of this Attachment, BellSouth shall provide access to the following:

7.3.2.1 SS7 Signaling Network or Multi-Frequency trunking if requested by MCIm;

7.3.2.2 Interface to MCIm operator services systems or Operator Services through appropriate trunk interconnections using selective routing and a signaling format acceptable to MCIm for the system; and

7.3.2.3 Interface to MCIm directory assistance services through the MCIm switched network or to Directory Services through the appropriate trunk interconnections using selective routing and a signaling format acceptable to MCIm for the system; and 950 access or other MCIm required access to interexchange carriers as requested through appropriate trunk interfaces.

7.4.1 BellSouth shall provide the following interfaces to loops:

7.4.1.1 Standard Tip/Ring interface including loopstart or groundstart, on-hook signaling (e.g., for calling number, calling name and message waiting lamp);

7.4.1.1.2 Coin phone signaling;

7.4.1.1.3 Basic Rate Interface ISDN adhering to the standards set forth in Appendix 1 of this Attachment;

7.4.1.1.4 Two-wire analog interface to customer premise equipment to include reverse battery, E&M, and wink start ;

7.4.1.1.6 Four-wire DS1 interface to customer premise equipment or subscriber provided equipment (e.g., computers and voice response systems);

7.4.1.1.7 Primary Rate ISDN to PBX adhering to the standards set forth in Appendix 1 of this Attachement;

7.4.1.1.8 Switched Fractional DS1 with capabilities to configure Nx64 channels (where N ' 1 to 24); and

7.4.1.1.9 DID signaling

7.5 Integrated Services Digital Network (ISDN)

7.5.1 Integrated Services Digital Network (ISDN) is defined in two variations. The first variation is Basic Rate ISDN (BRI). BRI consists of 2 Bearer (B) Channels and one Data (D) Channel. The second variation is Primary Rate ISDN (PRI). PRI consists of 23 B Channels and one D Channel. Both BRI and PRI B Channels may be used for Circuit Switched Voice, Circuit Switched Data (CSD) or **Packet Switched Data (PSD).** The BRI D Channel may be used for call related signaling, non-call related signaling or packet switched data. The PRI D channel may be used for call related signaling.

7.5.2 Technical Requirements - ISDN

7.5.2.1 BellSouth shall offer ISDN switching that conforms to the requirements set forth in Appendix 1 of this Attachment, that, at a minimum:

7.5.2.1.1 Provides integrated Packet handling capabilities;

7.5.2.1.2 Allows for full 2B+D Channel functionality for BRI; and

7.5.2.1.3 Allows for full 23B+D Channel functionality for PRI.

7.5.2.1.4 Provides B Channels that are capable of carrying voice, 64 Kbps CSD, and PSD of 128 logical channels at minimum speeds of 19 Kbps throughput of each logical channel up to the total capacity of the B Channel.

7.5.2.1.5 Provides B Channels that are capable of carrying alternate voice and data on a per call basis.

7.5.2.1.6 Provides BRI D Channels for call associated signaling, non-call associated signaling and PSD of 16 logical channels at minimum speeds of 9.6 Kbps throughput of each logical channel up to the total capacity of the D channel.

7.5.2.1.7 Provides PRI D Channels that allow for call associated signaling.

7.6 Requirements - Selective Routing

7.6.1 Subject to line class code availability, MCIm may request Selective routing for all end offices where BellSouth provides switching services to MCIm.

7.6.2 BellSouth shall provide Selective routing at MCIm's request for all MCIm Local Resale and Local Switching end user lines and for all applicable call types (i.e., 411, 555-1212, 0-, 0+local) in a requested end office.

7.6.3 Transport to carry the rerouted calls to MCIm's Operator Services platform(s) will be specified by MCIm. BellSouth-supplied Dedicated Transport is available for use with Selective routing, where facilities are available, in which case rates and charges for such transport will apply in addition to the rates and charges for Selective routing. All such rates are set forth in Attachment 1 of this Agreement.

7.6.4 When MCIm's Operator Services Platform(s) traffic is routed to dedicated transport, BellSouth, as specified by MCIm, shall overflow this traffic to shared trunk groups.

7.6.5 The following is the Targeted Service Intervals for Selective Routing:

	Targeted Service Interval
1 to 20 Line Class Codes	**30 days**
21 to 40 Line Class Codes	**60 days**
More than 40Line Class Codes	**Additional 30 days per additional 20 Line Class Codes**

7.7 Packet Switching Capability

7.7.1 Packet Switching Capability is defined as the basic packet switching function of routing or forwarding packets, frames, cells or other data units based on address or other routing information contained in the packets, frames, cells or other data units, and the functions that are performed by Digital Subscriber Line Access Multiplexers (DSLAMs), including but not limited to:

(i) The ability to terminate copper customer loops (which includes both a low band voice channel and a high-band data channel, or solely a data channel);

(ii) The ability to forward the voice channels, if present, to a circuit switch or multiple circuit switches;

(iii) The ability to extract data units from the data channels on the loops; and

(iv) The ability to combine data units from multiple loops onto one or more trunks connecting to a packet switch or packet switches.

7.7.2 BellSouth shall be required to provide nondiscriminatory access to unbundled Packet Switching Capability only where each of the following conditions is satisfied:

(i) BellSouth has deployed digital loop carrier systems, including but not limited to, integrated digital loop carrier (IDLC) or universal digital loop carrier systems; or has deployed any other system in which fiber optic facilities replace copper facilities in the distribution section (e.g., end office to remote terminal, pedestal or environmentally controlled vault);

(ii) There are no spare copper loops capable of supporting the xDSL services MCIm seeks to offer;

(iii) BellSouth has not permitted MCIm to deploy a DSLAM in the Remote Terminal, pedestal or environmentally controlled vault or other interconnection point, nor has MCIm obtained a virtual

collocation arrangement at these subloop interconnection points. and

(iv) BellSouth has deployed packet switching capability for its own use.

Section 8. Operator Services

BellSouth shall provide MCIm access to operator service and directory assistance facilities where technically feasible, pursuant to Attachment 9.

Section 9. Shared Transport

9.1 Definition: "Shared Transport" is the transmission facilities shared by more than one carrier, including BellSouth, between end office switches, between end office switches and tandem switches, and between tandem switches in the BellSouth network. Where BellSouth Network Elements are connected by intra-office wiring, such wiring is provided as a part of the Network Elements and is not Shared Transport. Shared Transport consists of BellSouth inter-office transport facilities and is distinct and separate from Local Switching.

9.2 Shared transport will only be available where MCIm purchases Local Switching.

9.3 Technical Requirements - Shared Transport

9.3.1 BellSouth will be responsible for the engineering, provisioning, and maintenance of the underlying equipment and facilities that are used to provide Shared Transport.

Section 10. Dedicated Transport

10.1 Definition: Dedicated Transport is BellSouth transmission facilities, including all technically feasible capacity-related services including, but not limited to, DS1, DS3 and OCn levels, dedicated to a particular customer or carrier, that provides telecommunications between wire centers owned by BellSouth or requesting telecommunications carriers, or between switches owned by BellSouth or requesting telecommunications carriers. **The end points of dedicated transport need not be wire centers or switch locations, and they may be facilities of other requesting telecommunications carriers besides MCIm. At MCIm's and a third party carrier's request, BellSouth shall provide local channel-dedicated and/or interoffice transport-dedicated between MCIm and the third party carrier. Such transport shall be provided at transmission rates specified by MCIm, including, but not limited to, DS1, DS3, and STS-1** Dedicated Transport is depicted below in Figure 3.



Figure 3

10.2 BellSouth shall offer, at the rates set forth in Attachment 1, Dedicated Transport in each of the following manners:

10.2.1 As capacity on a shared facility.

10.2.2 As a circuit (e.g., DS1, DS3, STS-1) dedicated to MCIm; and,

10.2.3 As a system (i.e., the equipment and facilities used to provide Dedicated Transport such as SONET ring) dedicated to MCIm. If a SONET system is not available, BellSouth shall utilize its special construction process to determine the additional costs required to provide one of those options, or to construct the plant necessary to provide the SONET system.

10.3 When Dedicated Transport is provided as a circuit or as capacity on a shared facility, it shall include, at Parity and on a nondiscriminatory basis, (as appropriate):

10.3.1 Multiplexing functionality;

10.3.2 Grooming functionality; and,

10.3.3 Where available, redundant equipment and facilities necessary to support protection and restoration.

10.4 When Dedicated Transport is provided as a system, it shall include, at Parity and on a nondiscriminatory basis:

10.4.1 Transmission equipment such as multiplexers, line terminating equipment, amplifiers, and regenerators;

10.4.2 Inter-office transmission facilities such as optical fiber, Dark Fiber, copper twisted pair, and coaxial cable;

10.4.3 Where available, redundant equipment and facilities necessary to support protection and restoration; and,

10.4.4 Dedicated Transport includes the Digital Cross-Connect System (DCS) functionality as an option. DCS is described below in Section [10.7].

10.5 Technical Requirements - Dedicated Transport

10.5.1 When BellSouth provides Dedicated Transport as a circuit or a system, the entire designated transmission circuit or system (e.g., DS1, DS3, STS-1) shall be dedicated to MCIm designated traffic.

10.5.2 BellSouth shall offer Dedicated Transport using currently available technologies including, but not limited to, DS1 and DS3 transport systems, SONET (or SDH) Bi-directional Line Switched Rings, SONET (or SDH) Unidirectional Path Switched Rings, and SONET (or SDH) point-to-point transport systems (including linear add-drop systems), at all available transmission bit rates.

10.5.3 When requested by MCIm, Dedicated Transport shall provide physical diversity. Physical diversity means that two circuits are provisioned in such a way that, where available, no single failure of facilities or equipment will cause a failure on both circuits.

10.5.4 When physical diversity is requested by MCIm, BellSouth shall provide the maximum feasible physical separation between transmission paths for all facilities and equipment (unless otherwise agreed by MCIm).

10.5.6 BellSouth shall offer the following interface transmission rates for Dedicated Transport:

10.5.6.1 DS1 (Extended SuperFrame - ESF/B8ZS, D4, and unframed applications shall be provided);

10.5.6.2 DS3 (C-bit Parity and unframed applications shall be provided);

10.5.6.3 SONET standard interface rates in accordance with Appendix 1 of this Attachment. In particular, VT1.5 based STS-1s will be the interface at an MCIm service node.

10.5.6.4 SDH Standard interface rates in accordance with International Telecommunications Union (ITU)

Recommendation G.707 and Plesiochronous Digital Hierarchy (PDH) rates per ITU Recommendation G.704.

10.5.7 If requested by MCIm, BellSouth shall provide cross-office wiring up to a suitable Point of Termination (POT) between Dedicated Transport and MCIm's designated equipment. BellSouth shall provide the following equipment for the physical POT:

10.5.7.1 DSX1 for DS1s or VT1.5s;

10.5.7.2 DSX3 for DS3s or STS-1s; and

10.5.7.3 LGX for optical signals (e.g., OC-3 and OC-12).

10.5.8 For Dedicated Transport provided by BellSouth, Bellsouth shall design the system (including but not limited to facility routing and termination points) as specified by MCIm.

10.5.9 Upon MCIm's request, BellSouth shall provide MCIm with electronic provisioning control of an MCIm specified Dedicated Transport on SONET rings. As system development allows, either initiated by BellSouth or via the bona fide request process, BellSouth shall provide electronic provisioning control of linear transport systems.

10.5.10 BellSouth shall offer Dedicated Transport together with and separately from DCS.

10.6 Technical Requirements - Dedicated Transport Using SONET Technology.

This Section sets forth additional technical requirements BellSouth shall meet for Dedicated Transport using SONET technology including rings, point-to-point systems, and linear add-drop systems.

10.6.1 All SONET Dedicated Transport provided as a system must:

10.6.1.1 Be synchronized from both a primary and secondary Stratum 1 level timing source.

10.6.1.2 Provide SONET standard interfaces which properly interwork with SONET standard equipment from other vendors. This includes, but is not limited to, SONET standard section, line and path performance monitoring, maintenance signals, alarms, and data channels.

10.6.1.3 Provide Data Communications Channel (DCC) or equivalent connectivity through the SONET transport system. Dedicated Transport provided over a SONET transport system shall be capable of routing DCC messages between MCIm and SONET network components connected to the Dedicated Transport. For example, if MCIm leases a SONET ring from BellSouth, that ring shall support DCC message routing between MCIm and SONET network components connected to the ring.

10.6.1.4 Support the following performance requirements for each circuit (STS-1, DS1, DS3, etc.):

10.6.1.4.1 No more than 10 errored seconds per day; and

10.6.1.4.2 No more than 1 severely errored second per day.

10.6.2 SONET rings must:

10.6.2.1 Be provisioned on physically diverse fiber optic cables (including separate building entrances where available and diversely routed intraoffice wiring). "Diversely routed" means the maximum feasible physical separation between transmission paths, unless otherwise agreed by MCIm.

10.6.2.2 Support dual ring interworking per SONET Standards.

10.6.2.3 Provide the necessary redundancy in optics, electronics, and transmission paths (including intra-office wiring) such that no single failure will cause a service interruption.

10.6.2.4 Provide the ability to disable ring protection switching at MCIm's direction (selective protection lock-out). This requirement applies to line switched rings only. The only exceptions to this requirement shall be BellSouth SONET equipment in use as of the Effective Date which lacks that functionality.

10.6.2.5 Provide the ability to use the protection channels to carry traffic (extra traffic). This requirement applies to line switched rings only. The only exceptions to this requirement

shall be BellSouth SONET equipment in use as of the Effective Date which lacks that functionality.

10.6.2.6 Provide 50 millisecond restoration unless a ring protection delay is set to accommodate dual ring interworking schemes.

10.6.2.7 Have settable ring protection switching thresholds that will be set in accordance with MCIm's specifications.

10.6.2.8 Provide revertive protection switching with a settable wait to restore delay with a default setting of 5 minutes. This requirement applies to line switched rings only.

10.6.2.9 Provide non-revertive protection switching. This requirement applies to path switched rings only.

10.6.2.10 Adhere to the following availability requirements.

10.6.2.10.1 No more than 0.25 minutes of unavailability per month; and

10.6.2.10.2 No more than 0.5 minutes of unavailability per year.

10.6.3 At a minimum, Dedicated Transport shall meet each of the requirements set forth in the technical references provided in Appendix 1.

10.7 Digital Cross-Connect System (DCS)

10.7.1 Definition: Digital Cross-Connect System or "DCS" provides automated Cross Connection of Digital Signal level 0 (DS0) or higher transmission bit rate digital channels within physical interface facilities. Types of DCSs include but are not limited to DCS 1/0s, DCS 3/1s, and DCS 3/3s, where the nomenclature 1/0 denotes interfaces typically at the DS1 rate or greater with cross-connection typically at the DS0 rate. This same nomenclature, at the appropriate rate substitution, extends to the other types of DCSs specifically cited as 3/1 and 3/3. Types of DCSs that cross-connect Synchronous Transport Signal level 1 (STS-1 s) or other BellSouth supported Synchronous Optical Network (SONET) signals are also DCSs, although not denoted by this same type of nomenclature. DCS may provide the functionality of more than one of the aforementioned DCS types (e.g., DCS 3/3/1 which combines functionality of DCS 3/3 and DCS 3/1). For such DCSs, the requirements will be, at least, the aggregation of requirements on the "component" DCSs.

In locations where automated Cross Connection capability does not exist, DCS will be defined as the combination of the functionality provided by a Digital Signal Cross-Connect (DSX) or Light Guide Cross-Connect (LGX) patch panels and D4 channel banks or other DS0 and above multiplexing equipment used to provide the function of a manual Cross Connection.

Interconnection between a DSX or LGX to a switch, another cross-connect, or other service platform device, is included as part of DCS.

10.7.2 Technical Requirements - Digital Cross-Connect System

10.7.2.1 DCS shall provide completed end-to-end Cross Connection of the channels designated by MCIm.

10.7.2.2 DCS shall perform facility grooming, multipoint bridging, one-way broadcast, two-way broadcast, and facility test functions.

10.7.2.3 DCS shall provide multiplexing, format conversion, signaling conversion, or other functions.

10.7.2.4 The end-to-end Cross Connection assignment shall be input to the underlying device used to provide DCS from an operator at a terminal or via an intermediate system. The Cross Connection assignment shall remain in effect whether or not the circuit is in use.

10.7.2.5 BellSouth shall continue to administer and maintain DCS, including updates to the control software to current available releases.

10.7.2.6 BellSouth shall provide, at the rates set forth in Attachment 1, various types of Digital Cross-Connect Systems including:

10.7.2.6.1 DS0 cross-connects (typically termed DCS 1/0);

10.7.2.6.2 DS1/VT1.5 (Virtual Tributaries at the 1.5Mbps rate) cross-connects (typically termed DCS 3/1);

10.7.2.6.3 DS3 cross-connects (typically termed DCS 3/3);

10.7.2.6.4 STS-1 cross-connects; and

10.7.2.6.5 Other Technically Feasible cross-connects existing in the BellSouth network and designated by MCIm.

10.7.2.7 At MCIm's request, BellSouth shall provide, at the rates set forth in Attachment 1, an automated interface which allows MCIm the real time configuration and reconfiguration of the channels between the physical interfaces. Until such request is made by MCIm, BellSouth shall process and implement reconfiguration Cross Connection requests on demand, at the rates set forth in Attachment 1.

10.7.2.8 BellSouth shall provide scheduled configuration and reconfiguration of the channels between the physical interfaces (i.e., BellSouth shall establish the processes to implement cross connects on the schedule mutually agreed to by the Parties.)

10.7.2.9 DCS shall continuously monitor protected circuit packs and redundant common equipment.

10.7.2.10 DCS shall automatically switch to a protection circuit pack on detection of a failure or degradation of normal operation.

10.7.2.11 The underlying equipment used to provide DCS shall be equipped with a redundant power supply or a battery back-up.

10.7.2.12 BellSouth shall make available for MCIm spare facilities, where available, and equipment necessary for provisioning repairs, and to meet MCIm's maintenance standards as specified in the Provisioning and Maintenance sections.

10.7.2.13 Where technically feasible, at MCIm's option, BellSouth shall provide MCIm with real time ability to initiate tests on integrated equipment used to test the signals and the underlying equipment used to provide DCS, as well as other integrated functionality for routine testing and fault isolation.

10.7.2.14 Where technically feasible, DCS shall provide SONET to asynchronous gateway functionality (e.g., STS-1 to DS1 or STS-1 to DS3).

10.7.2.15 Where technically feasible, DCS shall perform optical to electrical conversion where the underlying equipment used to provide DCS contains optical interfaces or terminations (e.g., Optical Carrier level 3, i.e., OC-3, interfaces on a DCS 3/1).

10.7.2.16 Where technically feasible, DCS shall have SONET ring terminal functionality where the underlying equipment used to provide DCS acts as a terminal on a SONET ring.

10.7.2.17 Where technically feasible, DCS shall provide multipoint bridging of multiple channels to other DCSs. MCIm may designate multipoint bridging to be one-way broadcast from a single master to multiple tributaries, or two-way broadcast between a single master and multiple tributaries.

10.7.2.18 Where technically feasible, DCS shall multiplex lower speed channels onto a higher speed interface and demultiplex higher speed channels onto lower speed interfaces as designated by MCIm.

10.7.3 Interface Requirements - Digital Cross-Connect System

10.7.3.1 BellSouth shall provide physical interfaces on DS0, DS1, and VT1.5 channel cross-connect devices at the DS1 rate or higher.

10.7.3.2 BellSouth shall provide physical interfaces on DS3 channel cross-connect devices at the DS3 rate or higher.

10.7.3.3 BellSouth shall provide physical interfaces on STS-1 cross-connect devices at the OC-3 rate or higher

10.8 DCS shall, at a minimum, meet all the requirements set forth in the technical references provided in Appendix 1.

Section 11. Signaling Link Transport

11.1 Definition: Signaling Link Transport is a set of two or four dedicated 56 Kbps (or higher when available) transmission paths between MCIm-designated Signaling Points of Interconnection (SPOI) that provides appropriate physical diversity and a cross connect at a BellSouth STP site.

11.2 Technical Requirements - Signaling Link Transport

11.2.1 Signaling Link Transport shall consist of full duplex mode 56 Kbps (or higher when available) transmission paths.

11.2.2 Of the various options available, Signaling Link Transport shall perform in the following two ways:

11.2.2.1 As an "A-link" which is a connection between a signaling end point and a home Signaling Transfer Point Switch (STPs) pair; and

11.2.2.2 As a "D-link" which is a connection between two STPs pairs in different company networks (e.g., between two STPs pairs for two Competitive Local Exchange Carriers (CLECs)).

11.2.3 Signaling Link Transport shall consist of two or more signaling link layers as follows:

11.2.3.1 An A-link layer shall consist of two links.

11.2.3.2 A D-link layer shall consist of four links.

11.2.4 A signaling link layer shall satisfy a performance objective such that:

11.2.4.1 There shall be no more than two minutes down time per year for an A-link layer; and

11.2.4.2 There shall be negligible (less than 2 seconds) down time per year for a D-link layer.

11.2.5 A signaling link layer shall satisfy interoffice and intraoffice diversity of facilities and equipment, such that:

11.2.5.1 No single failure of facilities or equipment causes the failure of both links in an A-link layer (i.e., the links should be provided on a minimum of two separate physical paths end-to-end); and

11.2.5.2 No two concurrent failures of facilities or equipment shall cause the failure of all four links in a D-link layer (i.e., the links should be provided on a minimum of three separate physical paths end-to-end).

11.3 Interface Requirements - Signaling Link Transport

11.3.1 There will be a DS1 (1.544 Mbps) interface at the MCIm-designated SPOIs. Each 56 Kbps transmission path will appear as a DS0 channel within the DS1 interface.

Section 12. Signaling Transfer Points (STPs)

12.1 Definition. Signaling Transfer Points (STPs) provide functionality that enable the exchange of SS7 messages among and between switching elements, database elements and signaling transfer points. Figure 4 depicts a typical SS7 interconnection arrangement.

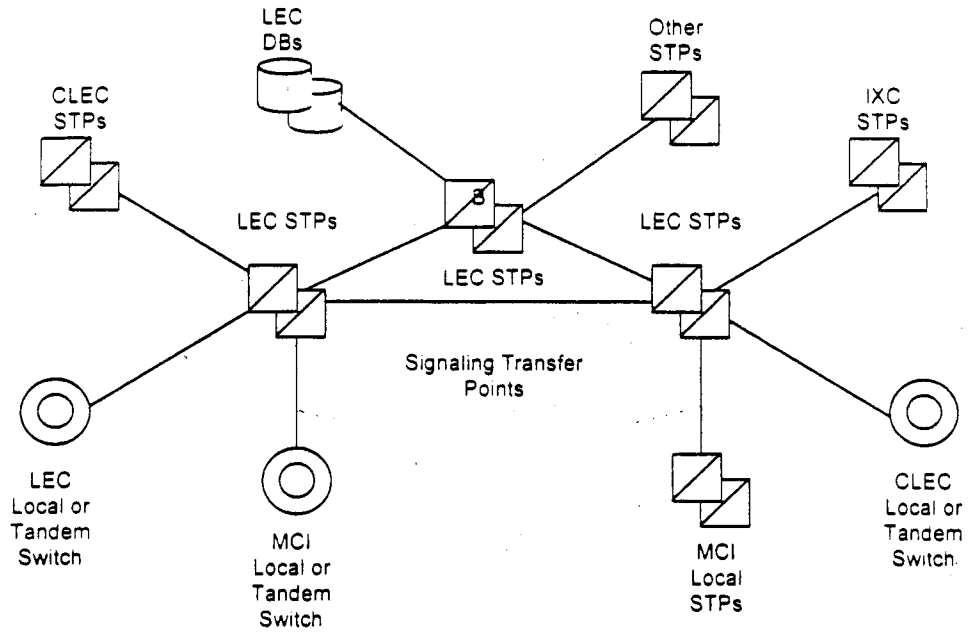


Figure 4

12.2 Technical Requirements - Signaling Transfer Points

12.2.1 STPs shall provide access to all other Network Elements connected to the BellSouth SS7 network. These include:

12.2.1.1 BellSouth Local Switching or Tandem Switching;

12.2.1.2 BellSouth Service Control Points/DataBases;

12.2.1.3 Third-party local or tandem switching systems; and

12.2.1.4 Third-party-provided STPs.

12.2.2 The connectivity provided by STPs shall fully support the functions of all other Network Elements connected to BellSouth's SS7 network. This explicitly includes the use of BellSouth's SS7 network to convey messages which neither originate nor terminate at a signaling end point directly connected to the BellSouth SS7 network (i.e., transit messages). When the BellSouth SS7 network is used to convey transit messages, there shall be no alteration of the Integrated Services Digital Network User Part (ISDNUP) or Transaction Capabilities Application Part (TCAP) user data that constitutes the content of the message. BellSouth shall charge MCIm to transit these messages at the rates set forth in Attachment 1 of this Agreement.

12.2.2.1 Transit Signaling. MCIm may choose to route SS7 signaling information (e.g., ISUP, TCAP) from MCIm's signaling network to another LEC's or CMRS provider's signaling network via BellSouth's signaling network for the purpose of exchanging call processing/network information between MCIm and the other LEC's or CMRS provider's network, whether or not BellSouth has a trunk to the terminating switch, provided that, where BellSouth does not have such a trunk, MCIm furnishes BellSouth with:

12.2.2.1.1 the destination point codes ("DPCs") of all the LEC or CMRS provider switches to which it wishes to send transit signaling;

12.2.2.1.2 the identity of the STPs in BellSouth's network in which each DPC will be translated; and

12.2.2.1.3 the identity of the STPs in the other signaling network to which such transit signaling will be sent.

12.2.3 Before BellSouth transits TCAP messages to third parties, MCIm shall provide BellSouth with a letter of authorization from third party carriers to and from which BellSouth will transit TCAP messages. Such letter of authorization must state that the third party carrier will accept TCAP messages from BellSouth that originated on MCIm's network.

12.2.4 STPs shall provide all functions of the Message Transfer Part ("MTP") as specified in Appendix 1 of this Attachment.

12.2.5 STPs shall provide all functions of the SCCP necessary for Class 0 (basic connectionless) service, as specified in Appendix 1. In particular, this includes Global Title Translation (GTT) and SCCP Management procedures as specified in Appendix 1.

12.2.6 In cases where the destination signaling point is a BellSouth local or tandem switching system or data base, or is an MCIm or third party local or tandem switching system directly connected to BellSouth's SS7 network, BellSouth STPs shall perform final GTT of messages to the destination and SCCP Subsystem Management of the destination. In all other cases, STPs shall perform intermediate GTT of messages to a gateway pair of STPs in an SS7 network connected with the BellSouth SS7 network, and shall not perform SCCP Subsystem Management of the destination.

12.2.7 BellSouth's STPs shall provide all functions of the OMAP commonly provided by STPs, as specified in Appendix 1 of this Attachment. When available and upon request, BellSouth shall identify the switches in which the following functionalities are available: MTP Routing Verification Test (MRVT) and, SCCP Routing Verification Test (SRVT).

12.2.8 In cases where the destination signaling point is a BellSouth local or tandem switching system or DB, or is an MCIm or third party local or tandem switching system directly connected to the BellSouth SS7 network, STPs shall perform MRVT and SRVT to the destination signaling point. In all other cases, STPs shall perform MRVT and SRVT to a gateway pair of STPs in an SS7 network connected with the BellSouth SS7 network. This requirement shall be superseded by the specifications for Internetwork MRVT and SRVT if and when these become approved ANSI standards and available capabilities of BellSouth STPs, and when mutually agreed upon by MCIm and BellSouth.

12.2.9 STPs shall, at a minimum, comply with the performance requirements set forth in Appendix 1 of this Attachment.

12.2.10 BellSouth shall comply with BST Guidelines to Technical Publication GR-905-CORE (TR 73554).

12.3 Interface Requirements - Signaling Transport Points

12.3.1 BellSouth shall provide the following STPs options to connect MCIm or MCIm-designated local switching systems or STPs to the BellSouth SS7 network:

12.3.1.1 An A-link interface from MCIm local switching systems; and,

12.3.1.2 A D-link interface from MCIm's STPs.

12.3.2 Each type of interface shall be provided by one or more sets (layers) of signaling links, as follows:

12.3.2.1 An A-link layer shall consist of two links, as depicted in Figure 6.

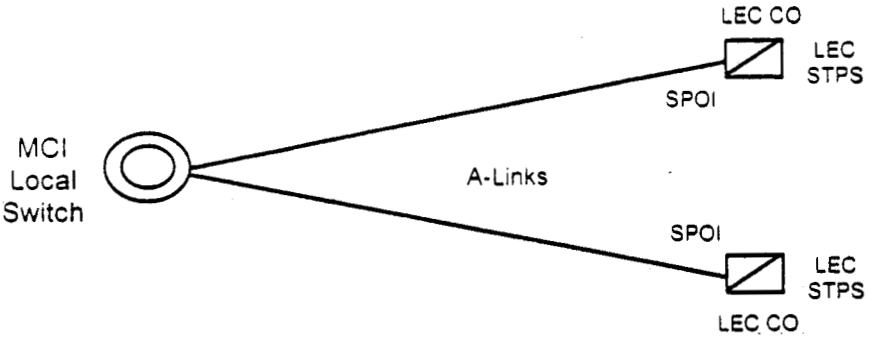


Figure 6. A-Link Interface

12.2.3.2 A D-link layer shall consist of four links, as depicted in Figure 7.

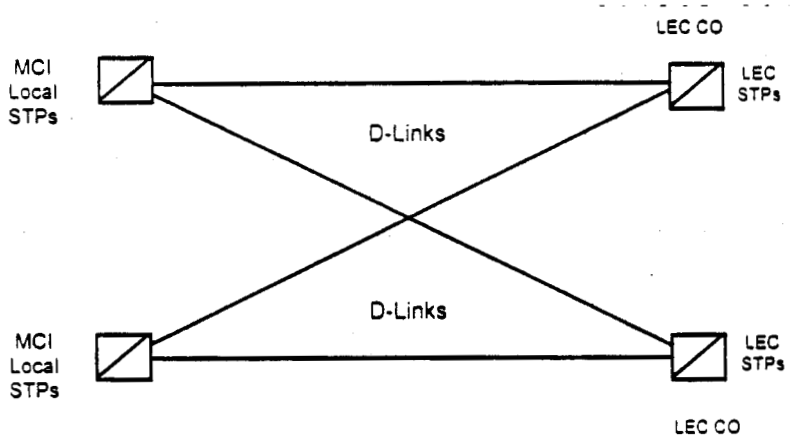


Figure 7

12.3.3 The Signaling point of Interconnection (SPOI) for each link shall be located at a cross-connect element, such as a DSX-1, in the Central Office (CO) where the BellSouth STPs are located. There shall be a DS1 or higher rate transport interface at each of the SPOIs. Each signaling link shall appear as a DS0 channel within the DS1 or higher rate interface.

BellSouth shall offer higher rate DS1 signaling for interconnecting MCIm local switching systems or STPs with BellSouth STPs as soon as these become approved ANSI standards and available capabilities of BellSouth STPs. MCIm and BellSouth shall cooperate to establish mutually agreed upon SPOI's.

Section 13. Service Control Points/Databases

13.1 Definition:

13.1.1 Databases are the Network Elements that provide the functionality for storage of, access to, and manipulation of information required to offer a particular service and/or capability. Databases include, but are not limited to: the Calling Name Database, 911 Database, E911 Database, Line Information Database, Toll Free Calling Database, Advanced Intelligent Network Database, and downstream number portability databases.

13.1.2 A Service Control Point (SCP) is a specific type of database Network Element functionality deployed in a Signaling System 7 (SS7) based on Intelligent Network ("IN") that executes service application logic in response to SS7 queries sent to it by a switching system also connected to the SS7 network. SCPs also provide operational interfaces to allow for provisioning, administration and maintenance of subscriber data and service application data. (e.g., an 800 database stores subscriber record data that provide information necessary to route 800 calls).

13.2 Technical Requirements - SCPs/Databases

Requirements for SCPs/Databases within this section address storage of information, access to information (e.g., signaling protocols and response times), and administration of information (e.g., provisioning, administration, and maintenance).

13.2.2 BellSouth shall provide physical interconnection to databases via industry standard interfaces and protocols (e.g., SS7 and X.25).

13.2.3 The reliability of interconnection options shall be consistent with requirements for diversity and survivability as required herein or otherwise set forth in Appendix 1.

13.2.4 Database functionality shall be unavailable no more that thirty (30) minutes per year.

13.2.5 BellSouth shall provide Database provisioning consistent with the provisioning requirements of this Agreement (e.g., data required, edits, acknowledgments, data format and transmission medium and notification of order completion).

13.2.6 The operational interface provided by BellSouth shall complete Database transactions (i.e., add, modify, delete) for MCIm subscriber records stored in BellSouth databases within an interval at parity with BellSouth's own provisioning schedule.

13.2.7 BellSouth shall provide Database maintenance consistent with the maintenance requirements as specified in this Agreement (e.g., notification of BellSouth Network Affecting Events, testing, dispatch schedule and measurement and exception reports).

13.2.8 BellSouth shall provide billing and recording information to track database usage consistent with connectivity billing and recording requirements as specified in this Agreement (e.g., recorded message format and content, timeliness of feed, data format and transmission medium).

13.2.9 BellSouth shall provide SCPs/Databases in accordance with the physical security requirements specified in this Agreement.

13.2.10 BellSouth shall provide SCPs/Databases in accordance with the logical security requirements specified in this Agreement.

13.3 Number Portability Database

13.3.1 Definition. The Number Portability (NP) database supplies routing numbers for calls involving numbers that have been ported from one local service provider to another.

13.3.2 At MCIm's option, BellSouth shall provide access to the BellSouth NP database, at the rates set forth in Attachment 1 of this Agreement, for MCIm switches to query and obtain the appropriate routing number on calls to ported numbers, or the industry specified indication that the number is not ported for non-ported numbers in NPA-NXXs that are opened to portability. The specified indication will also be provided when the NPA-NXX is not open to portability.

13.4 Line Information Database (LIDB)

This Subsection 13.4 defines and sets forth additional requirements for the Line Information Database.

13.4.1 Definition:

The Line Information Database (LIDB) is a transaction-oriented database accessible through SS7 networks. It contains records associated with subscriber Line Numbers and Special Billing Numbers. The LIDB will accept queries from MCIm through other Network Elements or MCIm's network, and will provide appropriate responses. The query originator need not be the owner of LIDB data. LIDB queries include functions, such as screening billed numbers, that provide the ability to accept Collect or Third Number Billing calls and validation of Telephone Line Number based non-proprietary calling cards. The interface for the LIDB functionality is the interface between the BellSouth SS7 network and other SS7 networks. LIDB also interfaces with administrative systems. The administrative system interface provides Work Centers with an interface to LIDB for functions such as provisioning, auditing of data, access to LIDB measurements and reports.

13.4.2 Technical Requirements - Line Information Database

13.4.2.1 Prior to the availability of LNP, BellSouth shall enable MCIm to store in BellSouth's LIDB any subscriber Line Number or Special Billing Number record, (in accordance with the technical reference in Appendix 1) whether ported or not, for which the NPA-NXX or NXX-0/1XX Group is supported by that LIDB.

13.4.2.1.1 MCIm agrees that it will accept responsibility for telecommunications services billed by BellSouth for its billing and collection customers for MCIm's end user accounts which are resident in LIDB pursuant to this Agreement. MCIm authorizes BellSouth to place such charges on MCIm's bill from BellSouth and agrees that it shall pay such charges. Charges for which MCIm hereby takes responsibility include, but are not limited to, collect and third number calls.

13.4.2.1.2 Charges for such services shall appear on a separate BellSouth bill page identified with the name of the entity for which BellSouth is billing the charge.

13.4.2.1.3 MCIm shall have the responsibility to render a billing statement to its end users for these charges, but MCIm's obligation to pay BellSouth for the charges billed

shall be independent of whether MCIm is able or not to collect from MCIm's end users.

13.4.2.1.4 BellSouth shall not become involved in any disputes between MCIm and the entities for which BellSouth performs billing and collection. BellSouth will not issue adjustments for charges billed on behalf of an entity to MCIm. It shall be the responsibility of MCIm and the other entity to negotiate and arrange for any appropriate adjustments.

13.4.2.2 Prior to the availability of LNP, BellSouth shall enable MCIm to store in BellSouth's LIDB any subscriber Line Number or Special Billing Number (in accordance with the technical reference in Appendix 1) record, whether ported or not, and NPA-NXX and NXX-0/IXX Group Records, belonging to an NPA-NXX or NXX-0/1 XX owned by MCIm.

13.4.2.3 Prior to the availability of LNP, BellSouth shall enable MCIm to store in BellSouth's LIDB any subscriber Line Number or Special Billing Number (in accordance with the technical reference in Appendix 1) record, whether ported or not, regardless of the number's NPA-NXX or NXX-0/IXX.

13.4.2.4 BellSouth shall perform the following LIDB functions for MCIm's Customer records in LIDB:

13.4.2.4.1 Billed Number Screening (provides information such as whether the Billed Number may accept Collect or Third Number Billing calls); and

13.4.2.4.2 Calling Card Validation.

13.4.2.5 BellSouth shall process MCIm's Customer records in LIDB on a basis that is at least at parity with BellSouth's process. BellSouth shall indicate to MCIm what additional functions (if any) are performed by LIDB in their network.

13.4.2.6 Within two (2) weeks after a request by MCIm, BellSouth shall provide MCIm with a list of the Customer data items which MCIm would have to provide in order to support each required LIDB function. The list shall indicate which data items are essential to LIDB function, and which are required only to support certain services. For each data item, the list shall show the data formats,

the acceptable values of the data item and the meaning of those values.

13.4.2.7 BellSouth shall provide LIDB systems for which operating deficiencies that would result in calls being blocked, shall not exceed 30 minutes per year.

13.4.2.8 BellSouth shall provide LIDB systems for which operating deficiencies that would not result in calls being blocked shall not exceed 12 hours per year.

13.4.2.9 BellSouth shall provide LIDB systems for which the LIDB function shall be in overload (degraded performance in accordance with the technical reference in Appendix 1) no more than 12 hours per year. Such deficiency period is in addition to the periods specified in Sections 13.4.2.7 and 13.4.2.8 above.

13.4.2.10 When MCIm submits a service order, BellSouth's systems shall update, add, and delete information in BellSouth's LIDB automatically, as appropriate. When MCIm is facilities-based and elects to use BellSouth's LIDB, MCIm shall submit LIDB updates, additions, and deletions to BellSouth's DBAC (database administration center.)

13.4.2.11 Unless directed otherwise by MCIm, in the event that Customers change their local service provider, BellSouth shall maintain Customer data (for line numbers, card numbers, and for any other types of data maintained in LIDB) so that such Customers shall not experience any interruption of service due to the lack of such maintenance of Subscriber data. In the event that end user subscribers change their local service provider, BellSouth shall use its best efforts to avoid service interruption in those situations where BellSouth has control over additions and deletions in the database as LIDB provider.

13.4.2.12 All additions, updates and deletions of MCIm data to the LIDB shall be solely at the direction of MCIm, except where additions, updates or deletions are necessary to perform standard fraud control measures (such as calling card auto-deactivation).

13.4.2.13 BellSouth shall provide priority updates to LIDB for MCIm data at Parity upon MCIm's request (e.g., to support fraud protection).

13.4.2.14 BellSouth shall provide MCIm reports of all MCIm data in LIDB via data migration (FCIF), paper or fax.

13.4.2.15 Pursuant to BellSouth procedures, BellSouth shall provide LIDB systems such that no more than 0.01% of MCIm Customer records will be missing from LIDB, as measured by MCIm audits.

13.4.2.16 BellSouth shall perform backup and recovery of all of MCIm's data in LIDB including sending to LIDB all changes made since the date of the most recent backup copy at Parity.

13.4.2.17 BellSouth shall provide to MCIm access to LIDB measurements and reports at least at parity with the capability BellSouth has for its own Customer records, including electronic access when available within BellSouth, and that BellSouth provides to any other party.

13.4.2.18 BellSouth shall provide MCIm with LIDB reports of data that are missing or contain errors, as well as any misroute errors, within the time period reasonably negotiated between MCIm and BellSouth.

13.4.2.19 BellSouth shall prevent any access to or use of MCIm data in LIDB by BellSouth personnel or by any other party that is not authorized by MCIm in writing.

13.4.2.21 BellSouth shall accept queries to LIDB associated with MCIm Customer records, and shall return responses in accordance with the requirements specified herein or otherwise set forth in Appendix I.

13.4.2.22 BellSouth shall provide mean processing time at the LIDB within 0.50 seconds under normal conditions as defined in the technical reference in Appendix 1.

13.4.2.23 BellSouth shall provide processing time at the LIDB within one (1) second for ninety-nine percent (99%) of all messages under normal conditions as defined in the technical reference in Appendix 1.

13.4.2.25 BellSouth shall provide LIDB performance that complies with the following standards:

13.4.2.25.1 There shall be at least a 99.9% reply rate to all query attempts.

13.4.2.25.2 Queries shall time out at LIDB no more than 0.1% of the time.

13.4.3 Interface Requirements - Line Information Database

13.4.3.1 The interface to LIDB shall comply with the requirements set forth in Appendix I.

13.4.3.2 The CCS interface to LIDB shall be the standard interface, and shall comply with the requirements set forth in Appendix I.

13.4.3.3 The LIDB Data Base interpretation of the ANSI-TCAP messages shall comply with the requirements set forth in Appendix I. Global Title Translation shall be maintained in the signaling network in order to support signaling network routing to the LIDB.

13.5 Toll Free Calling Database

The Toll Free Calling Database is a SCP that provides functionality necessary for toll free (e.g., 800 and 888) number services by providing routing information and additional so-called vertical features during call set-up in response to queries from SSPs. BellSouth shall provide the Toll Free Calling Database in accordance with the following:

13.5.1 Technical Requirements - Toll Free Calling Database

13.5.1.1 BellSouth shall make the BellSouth Toll Free Calling Database available for MCIm to query, from MCIm's designated switch including BellSouth unbundled local switching, with a toll-free number and originating information.

13.5.1.2 The Toll Free Calling Database shall return carrier identification and, where applicable, the queried toll free number, translated numbers and instructions as it would in response to a query from a BellSouth switch.

13.5.1.3 The SCP also shall comply with the requirements set forth in Appendix 1 of this Attachment, which at a minimum include:

13.5.1.3.1 Network Management;

13.5.1.3.2 Subscriber Sample Collection; and

13.5.1.3.3 Service Maintenance.

13.5.2 Interface Requirements - Toll Free Calling Database

The signaling interface between the MCIm or other local switch and the Toll-Free Number database shall use the TCAP protocol together with the signaling network interface.

13.6 Advanced Intelligent Network (AIN) Access. Service Creation Environment and Service Management System (SCE/SMS) Advanced Intelligent Network Access. BellSouth's Service Creation Environment and Service Management System (SCE/SMS) Advanced Intelligent Network (AIN) Access shall provide MCIm the capability that will allow MCIm and other third parties to create service applications in a BellSouth Service Creation Environment and deploy those applications in a BellSouth SMS to a BellSouth SCP. The third party service applications interact with AIN triggers provisioned on a BellSouth SSP.

13.6.1 BellSouth will make all BellSouth SCP-based AIN retail services available for resale to MCIm. MCIm will be given the opportunity to develop competitive AIN 0.1 service applications via unbundled access to BellSouth's SCE/SMS. Where Technically Feasible, access to BellSouth resold services and MCIm created services may be supported from both MCIm and BellSouth local switches.

13.6.2 SCE/SMS AIN Access shall provide MCIm the ability to create service applications utilizing BellSouth AIN 0.1 service creation tools and deploy those applications via the BellSouth SMS to the BellSouth SCPs. Through traditional mechanisms, MCIm will be supported in provisioning switch triggers in BellSouth local switches which will access these applications. AIN SCE/SMS service development capabilities provided to MCIm will provide the same AIN 0.1 service development opportunities as presented to BellSouth in utilization of its basic AIN programmability tools (DesignEDGE service). See Figure 7 below.

13.6.2.1 BellSouth will participate in standards bodies actively pursuing SMS/SCE standards. If standards are adopted in this area, BellSouth will seek to evolve its AIN SMS/SCE access toward such standards.

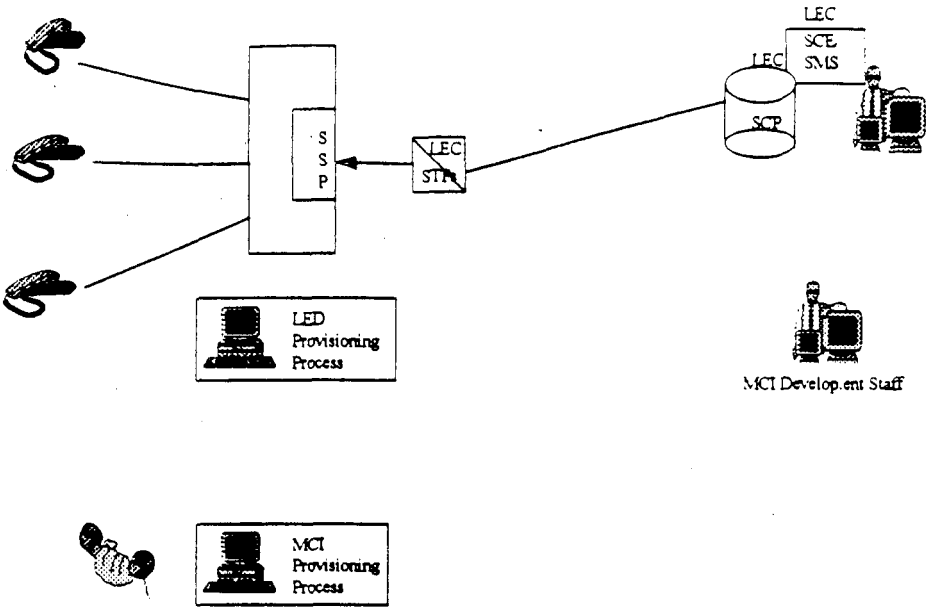


Figure 7

13.6.3 BellSouth's SCE/SMS offering shall provide access to SCE hardware, software, testing and technical support (e.g., help desk, system administrator) resources available to MCIm on a reasonable basis. Scheduling procedures shall provide MCIm equal priority access to these resources.

13.6.4 AIN access BellSouth shall allow for multi-user access with proper source code management and other logical security functions as specified in the Security section of this Agreement.

13.6.5 The BellSouth SCP shall partition and protect MCIm service logic and data from unauthorized access, execution or other types of compromise.

13.6.6 When MCI selects SCE/SMS AIN access, BellSouth shall provide adequate training, documentation, and technical support of MCIm development staff to reasonably expect successful application development. Such training shall address use of SCE/SMS AIN access and administrative functions, but will not include support for creation of a specific service application.

and administrative functions, but will not include support for creation of a specific service application.

13.6.7 When MCIm selects SCE/SMS AIN Access, BellSouth shall provide for a secure, controlled access environment in association with its internal use of AIN components. MCIm access will be provided via remote data connection (e.g., dial-in, ISDN).

13.6.8 When MCIm selects SCE/SMS AIN Access, BellSouth shall allow MCIm to download data forms and/or tables to the BellSouth SCP via the BellSouth SMS without intervention from BellSouth (e.g., service customization and subscriber subscription).

13.6.9 BellSouth shall offer, through the SCE/SMS AIN Access, access to the SCPs/Databases for control of MCIm end user functionality.

13.6.10 BellSouth's SCE/SMS AIN Access shall provide access to SCE hardware, software, testing and technical support (e.g., help desk, system administrator) resources available to MCIm. Scheduling procedures shall provide MCIm equivalent priority to these resources.

13.6.11 BellSouth SCP shall partition and protect MCIm service logic and data from unauthorized access, execution or other types of compromise.

13.6.12 When MCIm selects SCE/SMS AIN Access, BellSouth shall provide training, documentation, and technical support to enable MCIm to use BellSouth's SCE/SMS AIN Access to create and administer applications. Training, documentation, and technical support will address use of SCE and SMS access and administrative functions, but will not include support for the creation of a specific service application.

13.6.13 When MCIm selects SCE/SMS AIN Access, BellSouth shall allow MCIm to download data forms and/or tables to BellSouth SCP via BellSouth SMS without intervention from BellSouth (e.g., service customization and end user subscription).

13.7 Calling Name (CNAM) Database: The CNAM Database contains subscriber information (including name and telephone number)used to show the customer name of an incoming call on a display attached to the telephone. BellSouth shall provide the CNAM Database in accordance with the following:

13.7.1 BellSouth shall provide to MCIm all subscriber records used by BellSouth to create and maintain its Customer Name (CNAM) database, in a non-discriminatory manner. MCIm may combine this element with any other Network Element for the provision of any Telecommunications Service.

13.7.2 BellSouth shall provide MCIm all ILEC, CLEC, and independent Telco subscriber records used by BellSouth within its Customer Name (CNAM) database in a non-discriminatory manner. A complete list of ILECs, CLECs, and independent Telcos that are contained in the CNAM database should be provided.

13.7.3 Upon request, BellSouth shall provide an initial load of subscriber records via electronic data transfer of their CNAM Database. The NPAs included shall represent the entire BellSouth operating territory. The initial load shall reflect all data that is current as of one business day prior to the provision date.

13.7.4 On a daily basis, BellSouth shall provide updates (end user and mass) to the CNAM Database Information via electronic data transfer. Updates shall be current as of one business day prior to the date provided to MCIm.

13.7.5 CNAM data shall be provided at TELRIC and on the same terms and conditions that BellSouth provides to itself.

13.7.6 BellSouth shall provide complete refresh of the CNAM data upon mutual agreement of BellSouth and MCIm and subject to applicable charges pursuant to Attachment I.

13.7.7 MCIm and BellSouth, upon mutual agreement, will designate a Technically Feasible point at which the data will be provided.

13.7.8 This section addresses data format requirements and data inclusion requirements for CNAM data information exchange between BellSouth and MCIm. BellSouth shall provide MCIm the following:

13.7.8.1 List of NPA-NXX's relating to the CNAM records being provided.

13.7.8.2 Dates MCIm should not expect to receive daily update activity.

13.7.8.3 List of Community Names expected to be associated with each of the NPA-NXX's for which listing records shall be provided.

13.7.8.4 List of Independent Company names and their associated NPA-NXX's for which their data shall be included in BellSouth's CNAM data.

13.7.8.5 List of CLEC names and their associated NPA-NXX's for which their data shall be included in BellSouth's CNAM data.

13.7.8.6 Listing volume totals by directory section, NPA, and state.

13.7.8.7 Average daily update volume by directory section, NPA, and state.

13.7.9 Data Processing Requirements: BellSouth and MCIm shall mutually agree to standards on the following data processing requirements:

13.7.9.1 Identify type of tape to be used in sending the test and initial load data. For example, reel or cartridge tape.

13.7.9.2 BellSouth will, due to the size of an initial load, provide the records on magnetic tape and the daily update activity via electronic data transfer.

13.7.9.3 Daily update Information shall be provided to MCIm on the same day as the change occurred through the electronic data transfer medium NDM.

13.7.9.4 Identify tape or dataset label requirements.

13.7.9.5 Identify tracking information requirements. For example, use of header and trailer records for tracking date and time, cycle numbers, sending and receiving site codes, volume count for the given tape/dataset.

11.7.1 {BST Language} Calling Name (CNAM) Database Service

11.7.2 All of the negotiated rates, terms and conditions set forth in this Section pertain to the provision of CNAM.

11.7.3 The Agreement for Calling Name (CNAM) with standard pricing is at the rates set forth in Attachment 1 to this Agreement. MCIm must provide to its account manager a written request with a requested activation date to activate this service. If MCIm is interested in requesting CNAM with volume and term pricing, MCIm must contact its account manager to request a separate CNAM volume and term Agreement.

11.7.4 SCPs/Databases shall be equal to or better than all of the requirements for SCP's/Databases set forth in the applicable industry standard technical references.

Section 14. Tandem Switching

14.1 Definition

Tandem Switching is the function that establishes a communications path between two switching offices through a third switching office (the tandem switch).

14.2 Technical Requirements

14.2.1 Tandem Switching shall comply with the specifications set forth in Appendix 1 of this Attachment. Such specifications include, at a minimum, the following:

14.2.1.1 Tandem Switching shall provide signaling to establish a tandem connection;

14.2.1.2 Based on the line class codes established by MCIm at the BellSouth end office, Tandem Switching shall provide screening and routing as designated by MCIm;

14.2.1.3 Tandem Switching shall provide recording of all billable events designated by MCIm;

14.2.1.4 When Technically Feasible, and requested via BFR by MCIm, Tandem Switching shall provide Advanced Intelligent Network triggers supporting AIN features;

14.2.1.5 Based on the line class codes established by MCIm in BellSouth's end office, Tandem Switching shall provide connectivity to Operator Systems as designated by MCIm;

14.2.1.6 Tandem Switching shall provide access to Toll Free number portability database as designated by MCIm;

14.2.1.7 Tandem Switching shall provide all trunk interconnections discussed under the "Network Interconnection" section (e.g., SS7, MF, DTMF, Dial Pulse, PRI-ISDN, DID, and CAMA-ANI (if appropriate for 911));

14.2.1.8 Tandem Switching shall provide connectivity to PSAPs where 911 solutions are deployed and the tandem is used for 911; and

14.2.1.9 Tandem Switching shall provide connectivity to transit traffic to and from other carriers.

14.2.2 Tandem Switching shall accept connections (including the necessary signaling and trunking interconnections) between end offices, other tandems, IECs, ICOs, CAPs and CLEC switches.

14.2.3 Tandem Switching shall provide local tandeming functionality between two end offices including two offices belonging to different CLECs (e.g., between an MCIm end office and the end office of another CLEC in accordance with Attachment 4 of this Agreement).

14.2.4 Tandem Switching shall preserve CLASS/LASS features and Caller ID as traffic is processed.

14.2.5 Tandem Switching shall record billable events and provide the billing information to MCIm in accordance with the requirements of Attachment 8 of this Agreement.

14.2.6 BellSouth shall perform, at Parity and on a nondiscriminatory basis, routine testing and fault isolation on the underlying switch that is providing Tandem Switching and all its interconnections. When requested by MCIm and where available, the results and reports of testing performed in response to a trouble report shall be made available to MCIm.

14.2.7 Tandem Switching shall be capable of controlling congestion using capabilities such as Automatic Congestion Control and Network Routing Overflow. Congestion control provided or imposed on MCIm traffic shall be at parity with controls being provided or imposed on BellSouth traffic (e.g., BellSouth shall not block MCIm traffic in a discriminatory manner).

14.2.8 Tandem Switching shall route calls to BellSouth or MCIm endpoints or platforms (e.g., operator services and PSAPs) on a per

call basis as designated by MCIm. Detailed primary and overflow routing plans for all interfaces available within the BellSouth switching network shall be mutually agreed to by MCIm and BellSouth. Such plans shall meet MCIm requirements for routing calls through the local network.{ BELLSOUTH Language-- Notwithstanding the provisions of Section 14.3.4, Tandem Switching shall not be used to route OS or DA calls, either directly or on an overflow basis. – BST language}

14.2.9 Tandem Switching shall process originating toll-free traffic received from an MCIm local switch.

14.2.10 In support of AIN triggers and features, Tandem Switching, when Technically Feasible and requested via BFR by MCIm, shall provide SSP capabilities when these capabilities are not available from the Local Switching Network Element.

14.2.11 The Local Switching and Tandem Switching functions may be combined in an office. If this is done, both Local Switching and Tandem switching shall provide all of the functionality required of each of those Network Elements in this Agreement.

14.3 Interface Requirements - Tandem Switching

14.3.1 Tandem Switching shall provide interconnection to the E911 PSAP where the underlying Tandem is acting as the E911 Tandem.

14.3.2 Tandem Switching shall interconnect, with direct trunks, to all carriers with which BellSouth interconnects.

14.3.3 BellSouth shall provide all signaling necessary to provide Tandem Switching with no loss of feature functionality.

14.3.4 Tandem Switching shall provide an alternate final routing pattern for MCIm traffic overflowing from direct end office high usage trunk groups.

Section 15. Cooperative Testing

MCIm and BellSouth shall perform cooperative testing based on the requirements of Appendix 1 of this Attachment, and such testing shall be performed as set forth in Attachment 8 of this Agreement.

Section 16. Basic 911 and E911

See Attachment 9.

Section 17. Directory Assistance Data

See Attachment 9.

Appendix I
Attachment 3

Table of Technical References

Loop Concentrator/Multiplexer ("LC/M") Technical and Interface Requirements
BellSouth TR73600, Unbundled Local Loop Technical Specifications { BellSouth language}
Bellcore TR-NWT-000057, Functional Criteria for Digital Loop Carrier Systems, Issue 2, January 1993.
Bellcore TR-NWT-000393, Generic Requirements for ISDN Basic Access Digital Subscriber Lines.
ANSI T1.106 - 1988, American National Standard for Telecommunications - Digital Hierarchy - Optical Interface Specifications (Single Mode).
ANSI T1.105-1995, American National Standard for Telecommunications - Synchronous Optical Network (SONET) - Basic Description including Multiplex Structure, Rates and Formats.
ANSI T1.102-1993, American National Standard for Telecommunications - Digital Hierarchy - Electrical Interfaces.
ANSI T1.403-1989, American National Standard for Telecommunications - Carrier to Subscriber Installation, DS1 Metallic Interface Specification.
Bellcore GR-253-CORE, Synchronous Optical Network Systems (SONET), Common Generic Criteria.
LC/M and Intelligent LC/M Technical and Interface Requirements
BellSouth TR73600, Unbundled Local Loop Technical Specifications
Bellcore TR-TSY-000008, Digital Interface Between the SLC 96 Digital Loop Carrier System and a Local Digital Switch, Issue 2, August 1987.
Bellcore TR-NWT-000303, Integrated Digital Loop Carrier System Generic Requirements, Objectives and Interface, Issue 2, December 1992; Rev. 1, December 1993; Supplement 1, December 1993.
Bellcore TR-TSY-000673, Operations Systems Interface for an IDLC System, (LSSGR) FSD 20-02-2100, Issue 1, September 1989.
Bellcore Integrated Digital Loop Carrier System Generic Requirements, Objectives and Interface, GR-303-CORE, Issue 1, September 1995.
DS1 Conditioned and Optical Loop Feeder Technical Requirements
BellSouth TR73600, Unbundled Local Loop Technical Specifications
Bellcore Technical Requirement TR-NWT-000499, Issue 5, December 1993, section 7 for DS1 interfaces.
Bellcore TR-NWT-000057, Functional Criteria for Digital Loop Carrier Systems, Issue 2, January 1993.

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ANSI T1.105-1995, American National Standard for Telecommunications - Synchronous Optical Network (SONET) - Basic Description including Multiplex Structure, Rates and Formats.
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ANSI T1.403-1989, American National Standard for Telecommunications - Carrier to Subscriber Installation, DS1 Metallic Interface Specification.
Bellcore GR-253-CORE, Synchronous Optical Network Systems (SONET), Common Generic Criteria.
Loop Feeder **Interface Requirements**
BellSouth TR73600, Unbundled Local Loop Technical Specifications
Bellcore TR-TSY-000008, Digital Interface Between the SLC 96 Digital Loop Carrier System and a Local Digital Switch, Issue 2, August 1987.
Bellcore TR-NWT-000303, Integrated Digital Loop Carrier System Generic Requirements, Objectives and Interface, Issue 2, December 19921- Rev. 1, December 1993-1 Supplement 1, December 1993.
Bellcore Integrated Digital Loop Carrier System Generic Requirements, Objectives and Interface, GR-303-CORE, Issue 1, September 1995.
NID **Interface Requirements**
BellSouth TR73600, Unbundled Local Loop Technical Specifications
Bellcore Technical Advisory TA-TSY-000120 "Subscriber Premises or Network Ground Wire";
Bellcore Generic Requirement GR-49-CORE "Generic Requirements for Outdoor Telephone Network Interface Devices";
Bellcore Technical Requirement TR-NWT-00239 "Indoor Telephone Network Interfaces";
Bellcore Technical Requirement TR-NWT-000937 "Generic Requirements for Outdoor and Indoor Building Entrance"; and,
Bellcore Technical Requirement TR-NWT-0001 33 "Generic Requirements for Network Inside Wiring."
Distribution **Technical Requirements**
BellSouth TR73600, Unbundled Local Loop Technical Specifications
Bellcore TR-TSY-000057, "Functional Criteria for Digital Loop Carrier Systems", and,
Bellcore TR-NWT-000393, "Generic Requirements for ISDN Basic Access Digital Subscriber Lines."
T1.413-1995 Network and Customer Installation Interfaces - Asymmetric Digital Subscriber Line (ADSL) Metallic Interface Committee T1 - Telecommunications Technical Report No. 28, 1994, A Technical Report on High-Bit-Rate Digital Subscriber Lines (HDSL)

Distribution **Interface Requirements**
BellSouth TR73600, Unbundled Local Loop Technical Specifications
Bellcore TR-NWT-000049, "Generic Requirements for Outdoor Telephone Network Interface Devices," Issued December 1,1994;
Bellcore TR-NWT-000057, "Functional Criteria for Digital Loop Carrier Systems," Issued January 2, 1993;
Bellcore TR-NWT-000393, "Generic Requirements for ISDN Basic Access Digital Subscriber Lines";
Bellcore TR-NWT-000253, SONET Transport Systems: Common Criteria (A module of TSGR, FR-NWT-000440), Issue 2, December 1991;
Local Switching **Technical Requirements**
Bellcore (FR-NWT-000064) Local Switching Systems General Requirements
Bellcore TCAP (GR-1432-CORE), ISUP (GR-905-CORE), Call Management (GR-1429-CORE), Switched Fractional DS1 (GR-1357-CORE), Toll Free Service (GR-1428-CORE), Calling Name (GR-1597-CORE), Line Information Database (GR-954-CORE), Advanced Intelligent Network (GR-2863-CORE).
GR-1298-CORE, AIN Switching System Generic Requirements;
GR-1299-CORE, AIN Switch-Service Control Point (SCP)/Adjunct Interface Generic Requirements;
TR-NWT-001284, AIN 0.1 Switching System Generic Requirements;
SR-NWT-002247, AIN Release 1 Update.
Local Switching **Interface Requirements**
Basic Rate Interface ISDN adhering to ANSI standards Q.931, Q.932 and appropriate Bellcore Technical Requirements;
Primary Rate ISDN to PBX adhering to ANSI standards Q.931, Q.932 and appropriate Bellcore Technical Requirements;
Loops adhering to Bellcore TR-NWT-08 and TR-NWT-303 specifications to interconnect Digital Loop Carriers.
Loop and Advance **Services Requirements**
ANSI T1.413 (ADSL)
ANSI T1.601 (BRI ISDN)
ANSI TR28 (HDSL)
ITU G991.1 (HDSL)
ITU G992.1 (ADSL)
ISDN

Interface Requirements
TR-NWT-000393, January 1991, *Generic Requirements for ISDN Basic Access Digital Subscriber Lines.*
TR-NWT-303 specifications to interconnect Digital Loop Carriers.
PSD interfaces adhering to the X.25, X.75 and X.75' ANSI and Bellcore requirements.
Shared Transport and Dedicated Transport Technical Requirements
ANSI T1.101-1994, American National Standard for Telecommunications - Synchronization Interface Standard Performance and Availability;
ANSI T1.102-1993, American National Standard for Telecommunications - Digital Hierarchy - Electrical Interfaces;
ANSI T1.102.01-199x, American National Standard for Telecommunications - Digital Hierarchy - VT1.5;
ANSI T1.105-1995, American National Standard for Telecommunications - Synchronous Optical Network (SONET) - Basic Description including Multiplex Structure, Rates and Formats;
ANSI T1.105.01-1995, American National Standard for Telecommunications - Synchronous Optical Network (SONET) Automatic Protection Switching;
ANSI T1.105.02-1995, American National Standard for Telecommunications - Synchronous Optical Network (SONET) - Payload Mappings;
ANSI T1.105.03-1994, American National Standard for Telecommunications - Synchronous Optical Network (SONET) - Jitter at Network Interfaces;
ANSI T1.105.03a-1995, American National Standard for Telecommunications - Synchronous Optical Network (SONET)-Jitter at Network Interfaces - DS1 Supplement;
ANSI T1.105.05-1994, American National Standard for Telecommunications - Synchronous Optical Network (SONET) - Tandem Connection;
ANSI T1.105.06-199x, American National Standard for Telecommunications - Synchronous Optical Network (SONET) - Physical Layer Specifications;
ANSI T1.105.07-199x, American National Standard for Telecommunications - Synchronous Optical Network (SONET) - Sub STS-1 Interface Rates and Formats;
ANSI T1.105.09-199x, American National Standard for Telecommunications - Synchronous Optical Network (SONET) - Network Element Timing and Synchronization;
ANSI T1.106-1988, American National Standard for Telecommunications - Digital Hierarchy - Optical Interface Specifications (Single Mode);
ANSI T1.107-1995, American National Standard for Telecommunications - Digital Hierarchy - Formats Specifications;
ANSI T1.107a-1990 -American National Standard for Telecommunications - Digital Hierarchy - Supplement to Formats Specifications (DS3 Format Applications);
ANSI T1.107b-1991 -American National Standard for Telecommunications - Digital Hierarchy - Supplement to Formats Specifications;
ANSI T1.117-1991, American National Standard for Telecommunications - Digital Hierarchy - Optical Interface Specifications (SONET) (Single Mode - Short Reach);
ANSI T1.403-1995, Carrier to Subscriber Installation, DS1 Metallic Interface Specification;

ANSI T1.404-1994, Network-to-Subscriber Installation - DS3 Metallic Interface Specification;
ANSI T1.404a, Network-to-Customer Installation - DS3 Metallic Interface Specification
IEC 825-1 Safety of Laser Products, Part 1: Equipment classification, requirements and user's guide, First Edition, 1999-11
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ITU Recommendation G.707, Network node interface for the synchronous digital hierarchy (SDH);
ITU Recommendation G.704, Synchronous frame structures used at 1544, 6312, 2048, 8488 and 44736 kbit/s hierarchical levels;
Bellcore FR-440 and TR-NWT-000499, Transport Systems Generic Requirements (TSGR): Common Requirements;
Bellcore GR-820-CORE, Generic Transmission Surveillance: DS1 & DS3 Performance;
Bellcore GR-253-CORE, Synchronous Optical Network Systems (SONET): Common Generic Criteria;
Bellcore TR-NWT 000507, Transmission, Section 7, Issue 5 (Bellcore , December 1993). (A module of LSSGR, FR-NWT-000064.);
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Dedicated Transport (including SONET Dedicated Transport) Technical and Interface Requirements
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International Telecommunications Union (ITU) Recommendation G.707 and Plesiochronous Digital Hierarchy (PDH) rates per ITU Recommendation G.704.
ANSI T1.105.04-1995, American National Standard for Telecommunications - Synchronous Optical Network (SONET) - Data Communication Channel Protocols and Architectures;
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ANSI T1.119.01-1995, American National Standard for Telecommunications - Synchronous Optical Network (SONET) Operations, Administration, Maintenance, and Provisioning (OAM&P) Communications Protection Switching Fragment;
ANSI T1.119.02-199x, American National Standard for Telecommunications - Synchronous Optical Network (SONET) Operations, Administration, Maintenance, and Provisioning (OAM&P) Communications Performance Monitoring Fragment;
ANSI T1.231-1993 -American National Standard for Telecommunications - Digital Hierarchy - Layer 1 In-Service Digital Transmission Performance Monitoring.

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ANSI T1.102-1993, American National Standard for Telecommunications - Digital Hierarchy - Electrical Interfaces;
ANSI T1.102.01-199x, American National Standard for Telecommunications - Digital Hierarchy - VT1.5;
ANSI T1.105-1995, American National Standard for Telecommunications - Synchronous Optical Network (SONET) - Basic Description including Multiplex Structure, Rates and Formats;
ANSI T1.105.03-1994, American National Standard for Telecommunications - Synchronous Optical Network (SONET) - Jitter at Network Interfaces;
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Signaling System 7 **Technical Requirements**
ANSI T1.11 – 1992 SS7 – General Information
ANSI T1.111 – 1996 SS7 - Message Transfer Part (MIP)
ANSI T1.112 – 1996 SS7 - Signaling Connection Control Part (SCCP)
ANSI T1.113 – 1996 SS7 - ISDN User Part (ISUP)

ANSI T1.114 – 1996 SS7 - Transaction Capability Application Part (TCAP)
ANSI T1.116 –1196 SS7 – Operation, Maintenance, and Administration Part
ANSI T1 (Draft) SS7 – Intermediate Network Selection (INS) Capability
ANSI T1 (Draft) SS7 – Local Service Provider Identification
STPs **MTP and SCCP Performance Requirements**
ANSI T1.111.6 MTP Performance
ANSI T1.112.5. SCCP Performance
STPs **MTP and SCCP Interface Requirements**
Bellcore GR-905-CORE, Common Channel Signaling Network Interface Specification (CCSNIS) Supporting Network Interconnection, Message Transfer Part (MTP), and Integrated Services Digital Network User Part (ISDNUP); and
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STPs **Additional Technical Requirements**
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ANSI T1.112-1992 American National, Standard for Telecommunications - Signaling System Number 7 (SS7) - Signaling Connection Control Part (SCCP);
ANSI T1.115-1990 American National Standard for Telecommunications - Signaling System Number 7 (SS7) - Monitoring and Measurements for Networks;
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ANSI T1.118-1992 American National Standard for Telecommunications - Signaling System Number 7 (SS7) - Intermediate Signaling Network Identification (ISNI);
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Number Portability Database **Interface Requirements**
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Technical Requirements for Number Portability – Database and Global Title Translation
Toll Free Number Database **Technical Requirements**
SR-TSV-002275 (BOC Notes on the (ILEC) Networks, SR-TSV-002275, Issue 2, (Bellcore ,

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SCPs/Databases **Technical Requirements**
GR-246-CORE, Bell Communications Research Specification of Signaling System Number 7, ISSUE 1 (Bellcore , December 199);
GR-1432-CORE, CCS Network Interface Specification (CCSNIS) Supporting Signaling Connection Control Part (SCCP) and Transaction Capabilities Application Part (TCAP). (Bellcore , March 1994);
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GR-1428-CORE, CCS Network Interface Specification (CCSNIS) Supporting Toll Free Service (Bellcore , May 1995); and
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Bellcore GR-1429-CORE, CCS Network Interface Specification (CCSNIS) Supporting Call Management Services; and
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Signaling Connection Control Part (SCCP) and Transaction Capabilities Application Part (TCAP).
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ANSI T1.112-1992 American National Standard for Telecommunications - Signaling System Number 7 (SS7) - Signaling Connection Control Part (SCCP);
ANSI T1.113-1995 American National Standard for Telecommunications - Signaling System Number 7 (SS7) - Integrated Services Digital Network (ISDN) User Part;
ANSI T1.114-1992 American National Standard for Telecommunications - Signaling System Number 7 (SS7) - Transaction Capabilities Application Part (TCAP);
ANSI T1.115-1990 American National Standard for Telecommunications - Signaling System Number 7 (SS7) - Monitoring and Measurements for Networks;
ANSI T1.116-1990 American National Standard for Telecommunications - Signaling System Number 7 (SS7) - Operations, Maintenance and Administration Part (OMAP);
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Bellcore GR-905-CORE, Common Channel Signaling Network Interface Specification (CCSNIS) Supporting Network Interconnection, Message Transfer Part (MTP), and Integrated Services Digital Network User Part (ISDNUP);
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Bellcore GR-1428-CORE, CCS Network Interface Specification (CCSNIS) Supporting Toll Free Service;
Bellcore GR-1429-CORE, CCS Network Interface Specification (CCSNIS) Supporting Call Management Services; and,
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Local Switch and Access Tandem Trunks Interface Requirements
GR-317-CORE GR-394-CORE)
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GR-317-CORE, Switching System generic requirements for Call Control Using the Integrated Services Digital Network User Part (ISDNUP), Bellcore , February, 1994;
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FR-NWT-000271, OSSGR Operator Services Systems generic requirements, Bellcore , 1994 Edition: and
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ATTACHMENT 4

INTERCONNECTION

TABLE OF CONTENTS

1. NETWORK INTERCONNECTION METHODS ---- 3
2. INTERCONNECTION TRUNKING ARRANGEMENTS ---- 9
3. SIGNALING ---- 17
4. REPORTING ---- 19
6. SERVICING ---- 22
7. NETWORK MANAGEMENT ---- 23
8. THIRD PARTY TRANSIT TRAFFIC ---- 24
9. COMPENSATION FOR CALL TERMINATION ---- 24

INTERCONNECTION

Bold language is in dispute, and is language proposed by MCI unless otherwise indicated. (BST language is in bold underline. Normal font language is agreed to by the parties.

1. Network Interconnection Methods

1.1 The Parties shall provide interconnection with each other's networks for the transmission and routing of telephone exchange service (local) and exchange access (intraLATA toll and switched access). The Parties shall work cooperatively to install and maintain efficient and reliable Interconnection arrangements. Upon request by MCIm, BellSouth shall provide Interconnection to MCIm, at any technically feasible point, at least equal in quality to that provided by BellSouth to itself or to any subsidiary, Affiliate, or any other third party to which BellSouth provides Interconnection. The parties shall provide Interconnection at the rates contained in Attachment 1 of this Agreement.

1.1.1 BellSouth shall not require MCIm to establish trunks for local interconnection to points other than the Point of Interconnectionbecause of a particular service offered by BellSouth to its customers (e.g. Uniserv or ZipConnect).

1.2 BellSouth shall provide Interconnection at any Technically Feasible point, including, but not limited to, a Fiber Meet, at one or more locations in each LATA in which MCIm originates local, intraLATA toll or Meet Point Switched Access traffic and interconnects with BellSouth. MCIm may designate a Point of Interconnectionat any Technically Feasible point including but not limited to any electronic or manual cross-connect points, collocations, telco closets, entrance facilities, and Joint Fiber Facilities. Entrance facilities and Joint Fiber Facilities are specified in Section 1.5, below.

1.3 MCIm will designate the Point or Points of Interconnection and determine the method or methods by which the Parties interconnect

1.3.1 If MCIm determines to establish new or change existing Points of Interconnecion with BellSouth, it will provide written notice of the need to establish or change such Interconnection to BellSouth. The time necessary to implement the arrangement shall be negotiated by the Parties, based on the arrangement requested and availability of facilities.

1.3.2 The Parties shall determine the appropriate sizing for Interconnection facilities based on mutual forecasts as set forth in Section 6 of this Attachment.

1.4 MCIm must establish, at a minimum, one Point of Interconnection with BellSouth within the LATA. If MCIm chooses to interconnect at a single Point of Interconnection within a LATA, the interconnection must be at a BellSouth Access Tandem. Furthermore, for LATAs served by multiple access tandems, MCIm must establish trunks from the Point of Interconnection to the remaining BellSouth access tandems where MCIm NXXs are "homed." It is MCIm's responsibility to enter its own NPA/NXX access tandem "homing" arrangements into the national Local Exchange Routing Guide (LERG).

1.4.1 In order for MCIm to home its NPA/NXX(s) on a BellSouth tandem, MCIm's NPA/NXX(s) must be assigned within the Exchange Rate Center Areas served by that BellSouth tandem as specified by BellSouth. Any new rate centers established by either Party within a BellSouth tandem serving area must be approved by the Commission and defined in the Business Rating Interface Database System ("BRIDS") and the Local Exchange Routing Guide ("LERG"). The specified association between BellSouth tandems and Exchange Rate Center Areas will be defined in the LERG.

1.4.2 BellSouth will be responsible for engineering and maintaining its network on its side of the Point of Interconnection. MCIm will be responsible for engineering and maintaining its network on its side of the Point of Interconnection. The Point of Interconnection also serves as the point for determining compensation for call transport and termination. The Point of Interconnection has, including, but not limited to, the following main characteristics:

1. It is a point to allow connection, disconnection, transfer or restoration of service.
2. It is a point where BellSouth and MCIm can verify and maintain specific performance objectives.
3. It is specified according to the interfaces specified in this Agreement
4. The Parties provide their own equipment to interface with the DS0, DS1, DS3, STS1 and/or OCn circuits.

1.4.4 The Parties shall comply with the environmental hazard provisions of Attachments 5 and 6 of this Agreement.

1.4.5. BellSouth shall respond as to the availability of the location and method of Interconnection selected by MCIm and as described in this Agreement, and the Parties shall schedule whatever meetings are required to establish a project plan and use best efforts to complete the

Interconnection arrangement by the desired Interconnection Activation Date.

1.4.6 Each Party may purchase interconnection facilities (e.g., local channel-dedicated and/or interoffice transport-dedicated, etc.) from the other or from a third Party for the delivery of its originated traffic to the established Point of Interconnection between the Parties. Such facilities, if purchased by one Party from the other, will be billed in accordance with Attachment 1 of this Agreement and are not part of the call transport and termination facilities for which reciprocal compensation is owed to the Party leasing the facility to the other. For the purposes of this Attachment, local channel-dedicated is defined as a transport facility between a point designated by the purchasing Party and the other Party's wire center that serves the designated point ("Serving Wire Center"). For the purposes of this Attachment, interoffice transport-dedicated is defined as a transport facility between wire centers designated by the purchasing Party.

1.6 Joint Fiber Facilities. {Upon request of MCIm—MCI language}, {Upon mutual agreement by both Parties, the—BST language} Parties {shall –MCI language} {may-BST language} interconnect using a Joint Fiber Facility (i.e., a Fiber Meet or a Joint Optical Interconnection).

1.6.1 **Joint Optical Interconnection**

1.6.1.1 If the Parties interconnect pursuant to a Joint Optical Interconnection (JOI) arrangement, MCIm and BellSouth shall jointly engineer and operate a Synchronous Optical Network ("SONET") transmission system by which they shall interconnect their networks. The Parties shall work jointly to determine the specific transmission system. The Parties shall meet within a reasonable period of time to determine the technical specifications for the transmission system, and existing systems shall be given priority in the selection of the specifications, provided the existing systems' capacity meets the Parties' combined two-year forecasts. The SONET transmission equipment deployed by the Parties must be compatible with the technical specifications determined by the Parties, and the Data Communications Channel (DCC) must be turned off.

1.6.1.2 The Parties shall jointly coordinate and undertake maintenance of the SONET transmission system. Each Party shall be responsible for maintaining the components of their own SONET transmission system.

1.6.1.3 BellSouth shall, wholly at its own expense, procure, install and maintain the agreed upon SONET equipment in the BellSouth Interconnection Wire Center ("BIWC").

1.6.1.4 MCIm shall, wholly at its own expense, procure, install and maintain the agreed upon SONET equipment in the MCIm Interconnection Wire Center ("MCIm Wire Center").

1.6.1.5 MCIm shall designate a manhole or other suitable entry way located outside the BIWC and BellSouth shall make all necessary preparations to receive and to allow and enable MCIm to deliver fiber optic facilities into that manhole, providing sufficient spare length of Optical Fire Resistance ("OFR") cable to reach the Fiber Optical Terminal ("FOT") equipment in the BIWC. MCIm shall deliver and maintain such strands wholly at its own expense. BellSouth shall take the fiber from the manhole and terminate it inside the BIWC in the FOT equipment at BellSouth's expense.

1.6.1.6 BellSouth shall designate a manhole or other suitable entry way outside MCIm's Wire Center and MCIm shall make all necessary preparations to receive and to allow and enable BellSouth to deliver fiber optic facilities into that manhole, providing sufficient spare length of OFR cable to reach the FOT equipment at MCIm's Wire Center. BellSouth shall deliver and maintain such strands wholly at its own expense. MCIm shall take the fiber from the manhole and terminate it inside MCIm's Wire Center in the FOT equipment at MCIm's expense.

1.6.3 Unless otherwise limited by existing equipment constraints in Section 1.6.1.1, above, the minimum data rate hand off of the SONET transmission system must be at OC-48. Trunks using the OC-48 transmission system shall be combined at the DS0, DS1, DS3, STS1, and OCn levels.

1.6.1.7 The Parties shall use the Joint Fiber Facility for delivery of traffic, including Local, transit and intraLATA, between the Parties. Provided, however, special access traffic shall not be routed over the Joint Fiber Facility.

1.6.1.8 The MCIm facility shall be designated as the Primary Route, and the BellSouth facility shall be designated as the Secondary Route. In the event of a service interruption on the Primary Route, caused by a problem in MCIm's SONET equipment, MCIm shall be deemed to have leased Dedicated Transport from BellSouth for MCIm's transit traffic, for the

duration of the service interruption that transit traffic is routed over the Secondary Route. MCIm shall pay BellSouth for the minimum amount of Dedicated Transport necessary to provision the number of trunks used for transit traffic. The charges for Dedicated Transport shall be pro rated on a daily basis, for each day, or fraction thereof, that transit traffic is routed over the Secondary Route. There shall be no charge for Dedicated Transport provided the Secondary Route is used less than 2 hours. If MCIm transits traffic for BellSouth, this Section 1.6.1.8 shall not apply in any circumstance.

1.6.1.9 Except as set forth in Section 1.6.1.8, and notwithstanding the provisions of Section 2.1.1.4, neither Party shall charge the other for the use of the JOI facility for the transmission of traffic to the other Party's location. However, appropriate call transport and termination charges and switched access charges, associated with the rest of either Party's network, for Local Traffic and intraLATA toll traffic shall apply in accordance with this Agreement and applicable Commission-approved switched access tariffs. Nothing in this Agreement shall alter the charges assessed by either Party to a third party carrier for delivery of transit traffic. Charges for the use of the JOI for transit traffic shall be billed by MCIm to the appropriate carrier.

1.6.1.10 Each Party shall use its best efforts to ensure that fiber received from the other Party will enter the Party's Wire Center through an entrance facility separate from that from which the Party's own fiber exited.

1.6.1.11 The Parties shall work cooperatively to determine the assignment control of the fiber strands that will be used for the JOI facility.

1.6.1.12 The Parties shall cooperate with one another for the purpose of maintaining and testing the fiber-optic cable.

1.6.2 Fiber Meet

1.6.2.1 If MCIm elects to establish a Point of Interconnection with BellSouth pursuant to a Fiber Meet, MCIm and BellSouth shall jointly engineer and operate a Synchronous Optical Network ("SONET") transmission system by which they shall interconnect their networks for the transmission and routing of traffic via a Local Channel facility. The Parties shall work jointly to determine the

specific transmission system. . The Parties shall meet within a reasonable period of time to determine the technical specifications for the transmission system, and existing systems shall be given priority in the selection of the specifications, provided the existing systems' capacity meets the Parties' combined two-year forecasts. The SONET transmission equipment deployed by the Parties must be compatible with the technical specifications determined by the Parties, and the Data Communications Channel (DCC) must be turned off

1.6.2.2 BellSouth shall, wholly at its own expense, procure, install and maintain the agreed upon SONET equipment in the BellSouth Interconnection Wire Center ("BIWC").

1.6.2.3 MCIm shall, wholly at its own expense, procure, install and maintain the agreed upon SONET equipment in the MCIm Interconnection Wire Center ("MCIm Wire Center").

1.6.2.4 The Parties shall designate a Point of Interconnection, not within either Party's wire center_ as a Fiber Meet point, and shall make all necessary preparations to receive, and to allow and enable MCIm to deliver, fiber optic facilities into the Point of Interconnection with sufficient spare length to reach the fusion splice point at the Point of Interconnection. BellSouth shall, wholly at its own expense, procure, install, and maintain the fusion splicing point in the Point of Interconnection. A Common Language Location Identification ("CLLI") code, which must be a building type code, will be established for each Point of Interconnection and will be noted properly on orders between the Parties.

1.6.2.5 Each Party shall deliver and maintain its fiber wholly at its own expense. Upon request by MCIm, BellSouth shall allow MCIm access to the Fiber Meet entry point for maintenance purposes as promptly as possible.

1.6.2.6 The Parties shall jointly coordinate and undertake maintenance of the SONET transmission system. Each Party shall be responsible for maintaining the components of their own SONET transmission system.

1.6.2.7 Each Party will be responsible for (i) providing its own transport facilities to the Fiber Meet, and (ii) the cost to build-out its facilities to such Fiber Meet.

1.6.2.8 Neither Party shall charge the other for its portion of the Fiber Meet facility used exclusively for non-transit local traffic (i.e.

the Local Channel). Charges incurred for other services including dedicated transport facilities to the Point of Interconnection if applicable will apply. Charges for Switched and Special Access Services shall be billed to the appropriate carrier in accordance with the applicable Commission approved switched access service tariff.

1.6.2.9 Unless otherwise limited by existing equipment constraints in Section 1.6.2.1, above, the minimum data rate hand off of the SONET transmission system must be at OC-48. Trunks using the OC-48 transmission system shall be combined at the DS0, DS1, DS3, STS1, and OCn levels.

1.7 Sizing and Structure of Joint Fiber Facilities

The capacity of Interconnection facilities provided by each Party will be based on mutual forecasts and sound engineering practice, as agreed by the Parties during planning and forecasting meetings. The Parties will determine the appropriate sizing for facilities based on these standards. The Parties shall work cooperatively to ensure the adequacy of Interconnection facilities. The Parties shall augment existing equipment **when the last DS3 system in the overall system facility is at fifty percent (50%) of capacity, or as otherwise agreed. Facilities will be augmented to ensure adequate facility capacity for at least two years of forecasted traffic. The Parties shall complete the construction of relief facilities within two months of the identification of the need to augment existing facilities, or sooner, if facilities exhaust is imminent.**

2. Interconnection Trunking Arrangements

2.1 General

2.1.1. The parties shall reciprocally terminate local exchange traffic and IntraLATA/InterLATA toll calls on each other's networks as follows:

2.1.1.1 The Parties will establish those trunk groups necessary to exchange local, intraLATA toll, and local and IntraLATA transit traffic (referred to in this Attachment 4 as "Local Interconnection Trunk Groups").

{BST language -- 2.1.1.2 BellSouth and MCIm shall establish interconnecting trunk groups and trunking configurations between networks including the establishment of one-way or

two-way trunks in accordance with the provisions set forth in this Agreement.

2.1.1.3 Any MCIm interconnection request that deviates from the standard trunking architectures as described in this Agreement that affects traffic delivered to MCIm from a BellSouth switch that requires special BellSouth switch translations and other network modifications will require MCIm to submit a Bona Fide Request/New Business Request via the Bona Fide Request/New Business Request Process set forth in General Terms and Conditions.

2.1.1.4 All charges, both non-recurring and recurring, associated with interconnecting trunk groups between BellSouth and MCIm are set forth in Attachment 1 of this Agreement. For two-way trunking that carries the Parties' local and intraLATA toll traffic only, excluding trunking that carries Transit Traffic, each Party shall payits proportionate share of the recurring charges for transport facilities and nonrecurring charges for facility additions based on the percentage of the total traffic originated by that Party. BellSouth shall determine the applicable percentages twice per year based on the previous 6 months' minutes of use billed by each Party. Each Party shall pay its proportionate share of the nonrecurring charges for initial facilities based on the joint forecasts for circuits required by each Party. Each Party shall be responsible for ordering and paying for any facilities for two-way trunks carrying its transit traffic. Furthermore, each Party shall be responsible for the compensation for transport facilities for two-way trunking that it orders for its traffic but utilizes unidirectionally.}

2.1.1.5 BellSouth shall transit Switched Access traffic from IXCs to MCIm based on MCIm's NXX Access Tandem homing arrangement as specified by MCIm in the national Local Exchange Routing Guide (LERG).

2.1.1.7 In the event that MCIm becomes an IXC, the IXC's Feature Group D (FG D) trunking must remain separate from the local interconnection trunking.

{BellSouth language -- 2.1.1.8 Two-Way Trunking Requirements:

The following requirements apply to two-way trunking that carries the Parties local and intraLATA toll.

1. MCIm will initiate two-way trunk requests to BellSouth. The use of and quantity of two-way trunking shall be mutually agreed upon and shall be jointly provisioned in accordance with Section 5 of this Attachment.

2. The Point of Interconnection will be located at a mutually agreed location or point designated by BellSouth. If an agreement cannot be reached on the location of the Point of Interconnection, each company will establish its own Point of Interconnection and order one-way trunks.

3. MCIm will order trunks using access service request (ASR) process in place for Local Interconnection after the joint planning meeting takes place between BellSouth and MCIm.

4. BellSouth and MCIm must agree on traffic engineering parameters that will be used in the engineering of the trunk groups.

5. BellSouth and MCIm must agree to meet and resolve service-affecting situations in a timely manner. This contact will normally be made through the Account Team.

6. Establishing a two-way trunk group does not preclude BellSouth or MCIm from adding one-way trunk groups within the same Local Calling Area.

7. For technical reasons, two-way trunk groups may not be ordered to a BellSouth DMS100 End Office until Local Number Portability is deployed in that End Office.

BellSouth will be responsible for the installation and maintenance of its trunks and facilities to the mutually agreed Point of Interconnection, and MCIm will be responsible for the installation and maintenance of its trunks and facilities to the mutually agreed to Point of Interconnection.

2.1.1.9 BellSouth Access Tandem Interconnection Architectures

2.1.1.9.1 BellSouth Access Tandem Interconnection provides intratandem access to subtending end offices.

BellSouth Multiple Tandem Access (MTA), described later in this Agreement, may be ordered using any of the following access tandem architectures.

2.1.1.9.2. Basic Architecture

2.1.1.9.2.1 In this architecture, MCIm's originating Local and IntraLATA Toll and originating and terminating Transit Traffic is transported on a single two-way trunk group between MCIm and BellSouth access tandem(s) within a LATA. This group carries intratandem Transit Traffic between MCIm and Independent Companies, Interexchange Carriers, other CLECs and other network providers . This group also carries MCIm originated intertandem traffic transiting a single BellSouth access tandem destined to third party tandems such as an Independent Company tandem or other CLEC tandem. BellSouth originated Local and IntraLATA Toll traffic is transported on a single one-way trunk group terminating to MCIm. The Two-way Trunking Requirements described in this Attachment do not apply to this architecture. Other trunk groups for operator services, directory assistance, emergency services and intercept may be established if required. The LERG should be referenced for current routing and tandem serving arrangements. The Basic Architecture is illustrated in Exhibit B.

2.1.1.9.3 One-Way Trunking Architecture

2.1.1.9.3.1 In this architecture, the Parties interconnect using two one-way trunk groups. One one-way trunk group carries CLEC-1-originated local and intraLATA toll traffic destined for BellSouth end-users. The other one-way trunk group carries BellSouth-originated local and intraLATA toll traffic destined for CLEC-1 end-users. A third two-way trunk group is established for CLEC-1's originating and terminating Transit Traffic. This group carries intratandem Transit Traffic between CLEC-1 and Independent Companies, Interexchange Carriers, other CLECs and other network providers with which CLEC-1 desires interconnection and has the proper contractual arrangements. This group also carries CLEC-1 originated intertandem traffic transiting a single BellSouth access tandem destined to third party tandems such as an Independent Company tandem or other CLEC tandem. Other trunk groups for operator services, directory assistance, emergency services and intercept may be established if required.

The LERG should be referenced for current routing and tandem serving arrangements. The One-Way Trunking Architecture is illustrated in Exhibit C.

2.1.1.9.4 Two-Way Trunking Architecture

2.1.1.9.4.1 The Two-Way Trunking Architecture establishes one two-way trunk group to carry local and intraLATA toll traffic between CLEC-1 and BellSouth. To establish this architecture, CLEC-1 and BellSouth must meet the Two-way Trunking Requirements described in this Attachment. In addition, a two-way transit trunk group must be established for CLEC-1's originating and terminating Transit Traffic. This group carries intratandem Transit Traffic between CLEC-1 and Independent Companies, Interexchange Carriers, other CLECs and other network providers with which CLEC-1 desires interconnection and has the proper contractual arrangements. This group also carries CLEC-1 originated intertandem traffic transiting a single BellSouth access tandem destined to third party tandems such as an Independent Company tandem or other CLEC tandem. Other trunk groups for operator services, directory assistance, emergency services and intercept may be established if required. The LERG should be referenced for current routing and tandem serving arrangements. The Two-Way Trunking Architecture is illustrated in Exhibit D.

2.1.1.9.5 Supergroup Architecture

2.1.1.9.5.1 In the Supergroup Architecture, the Parties Local and IntraLATA Toll and CLEC-1's Transit Traffic is exchanged on a single two-way trunk group between CLEC-1 and BellSouth. To establish this architecture, CLEC-1 and BellSouth must meet the Two-way Trunking Requirements described in this Attachment. This group carries intratandem Transit Traffic between CLEC-1 and Independent Companies, Interexchange Carriers, other CLECs and other network providers with which CLEC-1 desires interconnection and has the proper contractual arrangements. This group also carries CLEC-1 originated intertandem traffic transiting a single BellSouth access tandem destined to third party tandems such as an Independent Company tandem or other CLEC tandem. Other trunk groups for operator services, directory assistance, emergency services and intercept may be established if required. The LERG should be referenced for current routing and tandem serving arrangements. The Supergroup Architecture is illustrated in Exhibit E.}

{MCI language -- 2.1.1.2 Local Interconnection Trunk Groups must be capable of operating as two-way trunks carrying traffic to and from MCIm and to and from BellSouth.

2.1.1.3 At MCIm's request, the Parties agree to work cooperatively to combine all functionalities of local, intraLATA toll and, transit traffic (including, but not limited to, switched

access traffic) on a single Interconnection trunk group ("Combination Interconnection Trunk Group"). Whenever the use of Combination Interconnection Trunk Groups is determined by the Parties to be feasible, and ordering and billing procedures have been established:

2.1.1.3.1 Any new trunk groups may be ordered using the Combination Interconnection Trunk Group option; and

2.1.1.3.2 Upon MCIm's request, the Parties will work together in good faith to complete the conversion from the use of separate Local Interconnection and switched access trunk groups to the use of Combination Interconnection Trunk Groups within six months from that time.

2.1.2. One-way and two-way trunks. The parties shall use either one-way or two-way trunking or a combination, as specified by MCIm.}

2.1.4 Where necessary, BellSouth shall load MCIm's NXXs in BellSouth's switches based on the information for those NXXs as specified by MCIm in the national Local Exchange Routing Guide (LERG), and BellSouth shall switch traffic as specified by the NXX tandem homing arrangement in the LERG.

2.2 **Local Interconnection Trunking Arrangements**

2.2.1 LATA Wide Termination. MCIm may elect LATA Wide Termination with BellSouth, otherwise known as Multiple Tandem Access ("MTA"). Under such an arrangement, the Parties will establish Local Interconnection Trunk Groups to a single BellSouth access tandem designated by MCIm for the termination of all Local Interconnection Traffic destined for any BellSouth office in that LATA.

2.2.1.1 BellSouth MTA provides for LATA wide BellSouth transport and termination of MCIm-originated intraLATA toll and local traffic, that is transported by BellSouth for termination to BellSouth or a third party, by establishing trunks at a BellSouth access tandem with routing through multiple BellSouth access tandems as required. With MTA, MCIm may elect to send its originating traffic to any access tandem in the LATA, for completion by BellSouth, regardless of whether MCIm has interconnection trunks established at any other tandem in the LATA. Under MTA BellSouth shall not charge more than two tandem switching

charges for any given call. However, MCIm must still establish trunks at all BellSouth access tandems where MCIm NXXs are "homed". MCIm shall order MTA, at its option, via the ASR process, at the rates set forth in Attachment 1.

2.2.1.2 MTA does not include switched access traffic that transits the BellSouth network to an Interexchange Carrier (IXC).

2.2.2 **Tandem Level Termination** MCIm may elect Tandem Level Termination with BellSouth. Under such an arrangement, the Parties will establish Local Interconnection trunk groups to each BellSouth Access Tandem in a LATA in which MCIm originates Local Interconnection traffic and interconnects with BellSouth.

2.2.2.1 To the extent MCIm does not purchase MTA in a calling area that has multiple access tandems serving the calling area as defined by BellSouth, MCIm must establish trunks to every access tandem in the calling area in order to serve the entire calling area. To the extent MCIm does not purchase MTA and provides intraLATA toll service to its customers, it may be necessary for it to establish trunks to additional BellSouth access tandems that serve end offices outside the local calling area. To the extent MCIm routes its traffic in such a way that utilizes BellSouth's MTA service without properly ordering MTA service, MCIm agrees to pay BellSouth the associated transport and termination charges.

2.2.6 In addition to the trunking arrangements described above, either Party may establish End Office-to-End Office or End Office-to-Tandem or Tandem-to-Tandem trunk groups. In the case of host-remote End Offices, trunking arrangements may be established at the location of the host at MCIm's option. If BellSouth establishes remote offices that are capable of receiving direct trunking, BellSouth shall make such capability available to MCIm.

2.2.5 Where the Parties deliver miscellaneous calls (i.e., time, weather, NPA-555, Mass Calling Codes) destined for each other over the Local Interconnection trunk group, they shall deliver such traffic in accordance with the serving arrangements defined in the LERG.

2.2.6 At MCIm's request, BellSouth shall provide unidirectional traffic on two-way trunks, for MCIm's originating traffic, effectively operating them as if they were one-way trunk groups.

2.2.7 BellSouth shall provision trunks without any user restrictions (e.g., option for two-way trunking where mutually agreed to, and no trunk group fragmentation by traffic types except as specified in this Agreement.

2.2.8 BellSouth shall provide to MCIm, on diskette(s) or in any other manner that the parties agree to, on a one-time basis when requested by MCIm, an all-inclusive list (BellSouth, LEC, CLEC and EAS NXX's) of NXX's pertaining to each local calling area in a particular LATAthat creates parity with that which BellSouth provides to itself. MCIm may require, upon request, updates to this list.

2.3 Switched Access Trunking Arrangements

2.3.1 At its option, MCIm may order two-way transit trunk groups to each BellSouth access tandem where MCIm has its NXX's homed for the joint provisioning of Switched Access Servicesin accordance with MECAB guidelines, using DS-1 or DS-3 facilities separate from those used for Local Interconnection trunk groups.

2.3.3 In multiple-tandem LATAs, BellSouth shall, except in instances of capacity limitations, permit and enable MCIm to subtend the BellSouth Access Tandem nearest to the MCIm Rating Point, adopted in accordance with Section 1.4.1 of this Attachment associated with the NPA-NXX to/from which the Meet Point services are homed. In instances of capacity limitation at a given Access Tandem, MCIm may subtend the next nearest BellSouth Access Tandem in which sufficient capacity is available by homing its NPA-NXX(s) on that tandem. The Meet Point billing percentages for each new Rating Point/Access Tandem pair will be calculated in accordance with MECAB and MECOD guidelines.

2.3.2 At MCIm's request, where MCIm is providing the switching, MCIm may order and BellSouth shall provide trunk groups exclusively to carry interLATA traffic originated by an MCIm customer.

2.3.5 All originating Toll Free Service calls for which MCIm requests that BellSouth perform the Service Switching Point ("SSP") function (e.g., perform the database query) must be delivered using GR-394 format over the Interconnection trunk group. Carrier Code "0110" and Circuit Code of "09" shall be used for all such calls. BellSouth shall bill MCIm for any

queries requested by MCIm, at the rates set forth on Attachment 1 of this Agreement.

2.3.6 All post-query Toll Free Service calls for which MCIm performs the SSP function, if delivered to BellSouth, must be delivered using GR-394 format over the Interconnection trunk group for calls destined to the switched access Toll Free Service provider.

2.3.7 Originating 950 calls delivered to BellSouth's tandem from MCIm will be delivered to the appropriate associated interexchange carrier using the appropriate signaling format.

{BST language -- 2.3.8 MCIm agrees not to deliver switched access traffic to BellSouth for termination except over MCIm ordered switched access trunks and facilities.}

2.3.11 Combination Interconnection Trunk Groups

2.3.11.1 At MCIm's request, the Parties agree to work cooperatively to combine all functionalities of Local Interconnection and and switched access trunk groups on a single Interconnection trunk group ("Combination Interconnection trunk group").

2.3.11.2 Whenever the use of Combination Interconnection trunk groups is determined to be feasible, and ordering and billing procedures have been established:

2.3.11.2.1 Any new trunk groups may be ordered using the Combination Interconnection trunk group option; and

2.3.11.2.2 Upon MCIm's request, the Parties will work together in good faith to complete the conversion from the use of separate Local Interconnection and switched access trunk groups to the use of Combination Interconnection trunk groups within six months from that time.

Attachment 4, End Office Interconnection

The Parties shall utilize direct end office trunking under the following conditions:

(1) Tandem Exhaust - If a tandem through which the Parties are interconnected is unable to, or is forecasted to be unable to support additional traffic loads for any period of time, the Parties will mutually agree on an end office trunking plan that will alleviate the tandem capacity shortage and ensure completion of traffic between MCIm and BellSouth's subscribers.

(2) Traffic Volume –To the extent either Party has the capability to measure the amount of traffic between a MCIm switching center and a BellSouth end office, either Party shall install and retain direct end office trunking sufficient to handle actual or reasonably forecasted traffic volumes, whichever is greater, between a MCIm switching center and a BellSouth end office where the traffic exceeds or is forecasted to exceed a single DS1 of local traffic per month. Either Party will install additional capacity between such points when overflow traffic between MCIm's switching center and BellSouth's end office exceeds or is forecasted to exceed a single DS1 of local traffic per month. In the case of one way trunking, additional trunking shall only be required by the Party whose trunking has achieved the preceding usage threshold.

(3) Mutual Agreement - The Parties may install direct end office trunking upon mutual agreement in the absence of conditions (1) or (2) above and agreement will not unreasonably be withheld.

3. Signaling

3.1 Unless otherwise indicated in this Agreement, all Interconnection facilities must be 64 Kbps Clear Channel Capability (CCC) and Extended Super Frame with Binary 8 Zero Substitution line coding ("ESF B8ZS"). Where ESF/B8ZS is not available, MCIm shall use other interconnection protocols on an interim basis until the standard ESF/B8ZS is available. BellSouth will provide anticipated dates of availability, if any and upon MCIm's request for those areas not currently ESF/B8ZS compatible.

4.1.1 Where MCIm is unwilling to utilize an alternate interconnection protocol, MCIm will provide BellSouth an initial forecast of 64 Kbps Clear Channel Capability ("64K CCC") trunk quantities within 30 days of executing this Agreement, consistent with the forecasting agreements between the parties. Upon receipt of this forecast, the parties will begin

joint planning for the engineering, procurement, and installation of the segregated 64K CCC Local Interconnection Trunkc Groups, and the associated B8ZS Extended Super Frame ("ESF") facilities, for the sole purpose of transmitting 64K CCC data calls between MCIm and BellSouth. Where additional equipment is required, such equipment would be obtained, engineered, and installed on the same basis and with the same intervals as any similar growth job for IXC, CLEC or ILEC internal subscriber demand for 64K CCC trunks. Where Technically Feasible, these trunks will be established as two-way. MCIm, at its option, may order interconnection facilities formatted using Alternate Mark Inversion Line Code or Superframe Format.

3.2 Unless otherwise agreed to by the Parties, the Parties will interconnect their networks using SS7 signaling as defined in GR-317 and GR-394 including ISDN User Part ("ISUP") for trunk signaling and Carrier Identification Code ("CIC"), where available, and Transaction Capabilities Application Part ("TCAP") for Common Channel Signaling("CCS")-based features in the interconnection of their networks. All Network Operations Forum (NOF) adopted standards shall be adhered to. Both MF and SS7 trunk groups will not be provided within a single DS-1 facility; a separate DS-1 per signaling type must be used.

3.2.1 The parties will provide CCS to each other in conjunction with all trunk groups supporting local, transit, and toll traffic. The parties will cooperate on the exchange of Transactional Capabilities Application Part (TCAP) messages to facilitate full inter-operability of CCS-based features between their respective networks, including all CLASS features and functions currently deployed by BellSouth. All CCS signaling parameters will be provided including automatic number identification (ANI), originating line information (OLI), calling party category, charge number, etc. All privacy indicators will be honored.

3.2.2 The parties shall meet and mutually agree to network protocols which include but are not limited to glare parameters, number of digits outpulsed, OZZ codes and 800 CIC codes in use.

3.3 Neither Party shall alter the CCS parameters, or be a party to altering such parameters, or pass CCS parameters that it knows have been altered in order to circumvent appropriate interconnection charges.

4. Reporting

4.1 BellSouth shall provide all blockage data on every trunk group that carries MCIm's local traffic, blockage on those trunk groups that emanate from BellSouth's end offices or tandems and are interconnected with MCIm's switch, and information on comparable trunks used by BellSouth for its local traffic.

4.1.1 Blocking data will be provided via the BellSouth's web site on a monthly basis, in a format similar to the IC 100 report that is provided to interexchange carriers.

4.2 Each Party shall provide Data Interexchange Carrier (DIXC) traffic data for all trunk groups terminating in the other Party's network.

4.2.1 DIXC traffic data will include, but not be limited to the following:

4.2.1.1 Usage (total usage measured in centum call seconds)

4.2.1.2 Peg Count (Peg count of originating call attempts including overflow), where applicable

4.2.1.3 Overflow (Peg count of originating call attempts failing to find an idle trunk), where applicable

4.2.2 DIXC traffic data shall be collected as follows:

4.2.2.1 Hourly on the clock hour

4.2.2.2 Twenty-four (24) hours per day (0000-2400)

4.2.2.3 Seven (7) days per week (including holidays)

4.2.2.4 Fifty-two (52) weeks per year

4.2.3 DIXC traffic data must be provided electronically using a method agreed to by the Parties, as it is collected.

5. Forecasting

5.1. The parties shall work towards the development of joint forecasting responsibilities for traffic utilization over trunk groups, and shall use best efforts to ensure that facilities and equipment are available at the time of ordering. The Parties shall make all reasonable efforts and cooperate in good faith to develop alternative solutions to accommodate orders when facilities or equipment are not available. Intercompany forecast information must be provided by the Parties to each other twice a year. BellSouth's forecast will be provided thirty (30) days following the receipt of the MCIm forecast. The Parties agree that each forecast

provided under this Section shall be deemed "Confidential Information" in the General Terms and Conditions – Part A of this Agreement. The semi-annual forecasts shall include:

5.1.1. Yearly forecasted trunk quantities which include measurements that reflect actual tandem and end office Local Interconnection and transit trunks and tandem-subtending Local Interconnection end office equivalent trunk requirements for no more than two years (current plus one year);

5.1.2. The use of Common Language Location Identifier (CLLI-MSG), which are described in Telcordia (Bellcore) documents BR 795-100-100 and BR 795-400-100;

5.1.3. Description of major network projects that affect the other party will be provided in the semi-annual forecasts. Major network projects include but are not limited to trunking or network rearrangements, shifts in anticipated traffic patterns, or other activities by either party that are reflected by a significant increase or decrease in trunking demand for the following forecasting period.

5.2. The Parties shall meet to review and reconcile their forecasts if forecasts vary significantly, or whenever the latest forecasted trunk requirements exceed the original quantities by 10% or more state-wide. Either Party should notify the other Party if they have measurements indicating that a trunk group is exceeding its designed call carrying capacity and is impacting other trunk groups in the network. The Parties shall mutually agree to the over or under trunk group utilization prior to action being taken on the following:

5.2.1. If the Parties are unable to reach such reconciliation, the Local interconnection Trunk Groups shall be provisioned to the higher forecast. At the end of three months, the utilization of the Local Interconnection Trunk Groups will be reviewed and if the average centum call seconds utilization for the third month is under seventy-five percent (75%), or such other percentage as the Parties may agree, of capacity at the average time consistent busy hour, either party may issue an order to resize the trunk group, which shall be left with not less than fifteen percent (15%), or such other percentage as the Parties may agree, excess capacity at the average time consistent busy hour.

5.2.2. If the parties agree on the original forecast and then it is determined that a trunk group is under seventy-five percent (75%), or such other percentage as the Parties may agree, of centum call seconds capacity at the average time consistent busy hour on a monthly-average basis for each month of any six-month period, either party may issue an order to resize the trunk group, which shall be left with not less than fifteen percent

(15%), or such other percentage as the Parties may agree, excess capacity at the average time consistent busy hour.

5.3. Each party shall provide a specified point or points of contact for planning forecasting and trunk servicing purposes.

6. Servicing

6.1. Orders between the parties to establish, add, change or disconnect trunks shall be processed by use of an Access Service Request (ASR), or another industry standard eventually adopted and mutually agreed to by the Parties to replace the ASR for local service ordering.

6.2 Subject to 6.3, the standard interval used for the provisioning of Local Interconnection trunk groups shall be determined by Desired Due Date, but in no event shall it be longer than ten (10) working days from the receipt of an error-free ASR for orders of 96 trunks or fewer for additions to local trunk groups, or forty-five (45) working days from the receipt of an error-free ASR for establishment of 96 trunks or fewer new trunk groups.

6.3 Orders that comprise a major project (i.e., more than 96 new or additions) that directly impacts the other party may be submitted at the same time, and their implementation shall be jointly planned and coordinated. Major projects are those that require the coordination and execution of multiple orders or related activities between and among BellSouth and MCIm work groups, including but not limited to the initial establishment of Local Interconnection or transit trunk groups and service in an area, NXX code moves, re-homes, facility grooming, or network rearrangements.

6.4 For intraLATA toll service and local exchange service, the blocking level from originating NID to terminating NID will be engineered not to exceed 1% in any hour, except under conditions of service disruption. For access to or egress from a long distance network, the blocking rate will be engineered not to exceed 0.5% in any hour.

6.5 The Parties shall share responsibility for all Control Office functions for Local Interconnection trunks and trunk groups, and both Parties shall share the overall coordination, installation, testing, and maintenance responsibilities for these trunks and trunk groups.

6.6 Where MCIm interconnects with a third party through BellSouth, MCIm is responsible for all Control Office functions for such other Interconnection trunks

and trunk groups, and is responsible for the overall coordination, installation, testing, and maintenance responsibilities for these trunks and trunk groups.

6.7 MCIm and BellSouth shall provide to each other test-line numbers and access to test lines for the purpose of testing BST/MCIm interconnection trunk groups.

7. Network Management

7.1 Protective Protocols - Either party may use protective network traffic management controls such as 7-digit and 10-digit code gaps on traffic toward each others network, when required to protect the public switched network from congestion due to facility failures, switch congestion or failure or focused overload. MCIm and BellSouth will immediately notify each other of any protective control action planned or executed.

7.2 Expansive Protocols - Where the capability exists, originating or terminating traffic reroutes may be implemented by either Party to temporarily relieve network congestion due to facility failures or abnormal calling patterns. Reroutes will not be used to circumvent normal trunk servicing. MCIm and BellSouth will immediately notify each other of any expansive protocols planned or executed.

7.3 Mass Calling - MCIm and BellSouth shall cooperate and share pre-planning information, where available, regarding cross-network call-ins expected to generate large or focused temporary increases in call volumes, to prevent or mitigate the impact of these events on the public switched network.

7.4 High Volume Calling Trunk Groups. At MCIm's request, the Parties will cooperate to establish separate trunk groups or provide some other means of protective controls (i.e., call gapping) for the completion of calls to high volume customers, such as radio contest lines.

7.4.1 Both parties agree to terminate each parties' mass calling codes as local traffic. Parties agree that each will put in place controls for NXX's that are dedicated for media stimulated mass calling.

7.4.2 Further, each Party shall provide notification to the other Party when a new routing code (aka "oddball code") is being established. Notification is not required for new routing codes being established as the direct result of an NPA split, but notification is required for NPA overlays.

8. Third Party Transit Traffic

8.1. Tandem Switching shall provide connectivity to transit traffic to and from other carriers.

8.1.1 Each Party shall transit all traffic delivered by the other Party, destined to third party LECs, CLECs or CMRS providers in the LATA that subtend the transiting Party's switch. Each Party also shall transit all traffic delivered by a third party LEC, CLEC, or CMRS provider in the LATA, destined to the other Party or a switch subtending the other Party. Routing and billing of transit traffic is as specified in Section 10 of this Attachment.

8.1.2 Each Party shall terminate all traffic delivered by the other Party from third party LECs, CLECs or CMRS providers in the LATA, and destined to the terminating Party's switch. Routing and billing of transit traffic is as specified in this Attachment.

9. Compensation For Call Termination

9.1. General

9.1.1 For the purposes of compensation for call termination under this Agreement, the traffic exchanged between MCIm and BellSouth will be classified as Local Traffic, IntraLATA Toll Traffic, Transit Traffic, or switched access Traffic. The Parties agree that, notwithstanding the classification of traffic under this Agreement, either Party is free to define its own local calling areas for the purposes of providing Telecommunications Services to its own Customers.

9.2 Usage Measurement

9.2.1 Each Party is responsible for the accuracy and quality of its data as submitted to the other.

9.2.2 Each Party will include in the information transmitted to the other for each call being terminated on the other Party's network the originating CPN, if recorded , otherwise ANI or billing telephone number (BTN) will be provided, where recorded. Where ANI or BTN are not recorded, the **telephone number** assigned to the trunk group for recording purposes will be inserted in the BTN field. For intraLATA toll calls originating on an independent telephone

company's network, and using BellSouth as an intraLATA toll carrier, BellSouth shall transmit its own carrier identification code (CIC) to MCIm.

9.2.3 Each Party will calculate terminating Interconnection minutes of use based on standard AMA recordings made within each Party's network. These recordings are the basis for each Party to determine the minutes of use to be billed to the other Party.

9.2.4 Measurement of minutes of use over Interconnection trunk groups will be in actual conversation seconds for terminating usage and network access duration seconds including unanswered attempts for originating usage.

9.3 Compensation for the Termination of Local Traffic

Local Traffic is defined as any telephone call that originates in one exchange and terminates in either the same exchange, or other local calling area associated with the originating exchange (e.g., Extended Area Service) as defined and specified in Section A3 of BellSouth's General Subscriber Service Tariff.

9.3.1 Local Traffic does not include {BST language -- traffic that consists of minutes of use from any End User customer that relies upon a call placed by that End User customer or on the End User customer's behalf to establish or maintain network connection, if (a) minutes of use to be billed are primarily associated with traffic of a type not routinely and ordinarily recognized by a reasonable person to constitute traffic as a result of a telephone call (i.e., voice or data traffic); (b) the End User customer does not control the destination of the call; and (c) the minutes of use do not serve a legitimate purpose that is unrelated to the reciept of reciprocal compensation or any other benefit that may be derived solely from establishing or maintaining the network connection.} {MCI language -- , and the Parties shall not pay reciprocal compensation for calls where a Party will sets up a call, or colludes with a third party to set up a call, to the other Party's network for the purpose of receiving reciprocal compensation, and not for the purpose of providing a telecommunications service to an End User in good faith.}

9.3.2 Local Traffic {MCIm LANGUAGE includes} BELLSOUTHLANGUAGE does not include} traffic directed to Internet Service Providers.

9.3.3 {BSt language -- Switched Access Traffic is as defined in the BellSouth Access Tariff. Additionally, IP Telephony traffic will be considered switched access traffic.} {MCI language -- Designation of Local Traffic is not dependent on the type of switching technology used, including packet switching.}

9.4 {BST language -- The Parties shall provide for the mutual and reciprocal recovery of the costs for the elemental functions performed in transporting and terminating local traffic on each other's network. The Parties agree that the rates for transport and termination of calls on its respective networks are as set forth in Attachment 1 of this Agreement.} **{MCI languageThe rates for transport and termination of Local Traffic that BellSouth and MCIm charge each other are set forth in Attachment 1 of this Agreement. }**

{BST language -- 9.4.1 For the purposes of this Attachment, Common (Shared) Transport is defined as the transport of the originating Party's traffic by the terminating Party over the terminating Party's common (shared) facilities between the terminating Party's tandem switch and end office switch and/or between the terminating Party's tandem switches.

9.4.2 For the purposes of this Attachment, Tandem Switching is defined as the function that establishes a communications path between two switching offices through a third switching office (the Tandem switch).

9.4.3 For the purposes of this Attachment, End Office Switching is defined as the function that establishes a communications path between the trunk side and line side of the End Office switch. }

9.4.4 If MCIm utilizes a switch outside the LATA and BellSouth chooses to purchase dedicated or common (shared) transport from MCIm for transport and termination of BellSouth originated traffic, BellSouth will pay MCIm no more than the airline miles between the V & H coordinates of the Point of Interconnection within the LATA where MCIm receives the BellSouth-originated traffic and the V & H coordinates of a point on the LATA boundary in the direction of the MCIm switch or at a point otherwise agreed to by the Parties. For these situations, BellSouth will compensate MCIm at either dedicated or common (shared) transport rates specified in Attachment 1 of this Agreement and based upon the functions provided by MCIm as defined in this Attachment.

9.4.5 Neither Party shall represent Switched Access Services traffic as Local Traffic for purposes of payment of reciprocal compensation.

{BST language 9.10 The Parties agree that the jurisdiction of a call is determined by its originating and terminating (end-to-end) points. For the purpose of delivery of BellSouth originating traffic to MCIm, BellSouth will pay to MCIm reciprocal compensation for Local Traffic terminating to MCIm end users physically located in the BellSouth rate center to which the MCIm end user's NPA/NXX is assigned. If MCIm assigns NPA/NXXs to specific BellSouth rate centers and assigns numbers from those NPA/NXXs to MCIm end users physically located outside of the rate center to which the NPA/NXX is assigned, BellSouth traffic originating from within the BellSouth rate center where the NPA/NXX is assigned and terminating to a MCIm customer physically located outside of such rate center, and at a location toll to the BellSouth originating rate center, shall not be deemed Local Traffic, and no compensation from BellSouth to MCIm shall be due therefor. Further, MCIm agrees to identify such traffic to BellSouth and to compensate BellSouth for originating and transporting such traffic to MCIm at BellSouth's tariffed intrastate switched access rates. In addition, MCIm should not use NPA/NXXs to collect BellSouth originated local or intraLATA toll traffic and for delivery to a point outside the LATA from where the originating NPA/NXX rate center resides.

9.4.6 If MCIm does not identify such traffic to BellSouth, to the best of BellSouth's ability BellSouth will determine which whole MCIm NPA/NXXs on which to charge the applicable rates for originating intrastate network access service as reflected in BellSouth's Intrastate Access Service Tariff. BellSouth shall make appropriate billing adjustments if MCIm can provide sufficient information for BellSouth to determine whether said traffic is local or toll.}

{MCI language -- 10.4.2 Where MCIm's switch serves a geographic area comparable to the area served by BellSouth's tandem switch, MCIm shall charge BellSouth the same rates BellSouth would charge MCIm for transport and termination of Local Traffic from BellSouth's tandem switch to BellSouth's End Users.

10.4.2.1 Transport (where used) – compensation for the transmission and any necessary tandem switching of Local Traffic.

10.4.2.2The rate for common transport is set forth in Table 1 of Attachment I under the heading "Local Interconnection (Call Transport and Termination)." For the purposes of this Section, both Parties shall bill each other the average mileage of all End Offices subtending the applicable BellSouth Tandem Office.

10.4.2.3 The rate for tandem switching is set forth in Table 1 of Attachment I under the heading "Local Interconnection (Call Transport and Termination)." The tandem switching rate includes any switching by subtending Tandem Offices. Where MCIm's Switch serves a geographic area comparable to the area served by BellSouth's Tandem Switch, MCIm shall charge BellSouth for transport in accordance with this Section.}

9.5 Compensation for IntraLATA Toll Calls and intraLATA Toll Free Service Calls

9.5.1 When, acting as an intraLATA toll carrier, MCIm delivers a MCIm end user originated intraLATA toll call to BellSouth for termination to a BellSouth end user, MCIm shall compensate BellSouth at BellSouth's Commission filed and effective intrastate Switched Access tariff. When, acting as an intraLATA toll carrier, BellSouth delivers a BellSouth end user originated intraLATA toll call to MCIm for termination to a MCIm end user, BellSouth shall compensate MCIm at MCIm's Commission filed and effective Switched Access tariff. When a third party acts as an intraLATA toll carrier, the Parties shall charge such intraLATA toll carrier, pursuant to Section 9.8 of this Attachment. Where the originating Party is not the toll carrier for the call, such call shall be delivered to the other Party using GR-394.

10.5.2 When a Party's customer originates an intraLATA Toll Free call, that Party shall charge the appropriate Toll Free carrier originating access and data base query charges in accordance with its Commission filed and effective Switched Access tariff. No charges for transport and termination of Local Traffic shall apply to such calls. Appropriate records shall be provided in the standard EMI format.

9.6 Determination of Jurisdiction

10.6.1 { MCIm LANGUAGE The Parties will use the calling party number (CPN) to determine the jurisdiction of billed traffic. If the jurisdiction of traffic cannot be determined based on the CPN, the Parties will jointly exchange industry standard jurisdictional factors, such as PIU, PIIU, and PLU.}

9.6.1 {BELLSOUTH LANGUAGE The jurisdiction of traffic will be determined based on the jointly exchanged industry standard jurisdictional factors, such as PIU and PLU.}

9.7 Compensation for the Termination of Local Transit Traffic

9.7.1 For calls that transit BellSouth's network, whether they originate from MCIm and terminate to a third party LEC, CLEC or CMRS provider, or originate from that third party and terminate to MCIm, and transit BellSouth's network, MCIm may require BellSouth to make arrangements directly with that third party for any compensation owed in connection with such calls on MCIm's behalf, or deal directly with that third party, at MCIm's option.

10.7.1.1 If MCIm requires BellSouth to make arrangements directly with a third party LEC, CLEC or CMRS provider on MCIm's behalf, BellSouth shall compensate MCIm for such calls terminating to MCIm using MCIm's rates as described herein, and charge MCIm for such calls terminating to that third party as if such calls had terminated in BellSouth's network, using BellSouth's rates as described herein.

10.7.2 {MCI Language}If MCIm deals directly with a third party LEC, CLEC or CMRS provider, neither Party may charge the other for such traffic. The Parties will instead establish appropriate billing relationships directly with that third party. The Parties shall, however, provide each other with any information necessary to measure and bill for such traffic.

9.7.2{Bellsouth Language}Transit Traffic Service. Rates for transiting local transit traffic shall be as set forth in Attachment 1 of this Agreement. Wireless Type 1 traffic shall not be treated as transit traffic from a routing or billing perspective. Wireless Type 2A traffic shall not be treated as transit traffic from a routing or billing perspective until BellSouth and the Wireless carrier have the capability to properly meet-point-bill in accordance with MECAB guidelines.

10.7.3 The Parties agree to deliver this traffic to the terminating carrier; provided, however, that the originating Party is solely responsible for negotiating and executing any appropriate contractual agreements with the terminating carrier for the receipt of this traffic through the transiting Party's network. The transiting Party will not be liable for any compensation to the terminating carrier or to the originating Party. The Parties shall, however, provide each other with any available information necessary to measure and bill for such traffic.

9.8 Compensation for Switched Access Traffic

9.8.1 The Parties will establish Meet Point Billing arrangements in order to provide Switched Access Services to third party intraLATA and interLATA toll carriers via BellSouth's Access Tandem Switches, in accordance with MECAB guidelines.

9.8.2 For interstate and intrastate traffic, the Parties will charge third party toll carriers in accordance with each Party's respective Commission or FCC filed and effective Switched Access tariff.

9.8.3 Billing to third party toll carriers for Switched Access Services jointly provided by the Parties via Meet Point Billing arrangements, will be done by the multiple bill/multiple tariff method. As described in MECAB, each Party will render a bill in accordance with its own tariff for that portion of the service it provides. For the purposes of this Agreement, MCIm is the Initial Billing Company ("IBC") and BellSouth is the Subsequent Billing Company ("SBC").

9.8.4 The Parties will maintain provisions in the National Exchange Carrier Association ("NECA") Tariff No. 4, or any successor tariff, sufficient to reflect this Meet Point Billing arrangement, including Billing Interconnection Percentages ("BIPs").

9.8.5 Information will be exchanged in the Exchange Message Inteface ("EMI") format, via a method currently used by the Parties, or by some other method mutually agreeable. When the Parties use CONNECT:Direct, the recording Party agrees to use its best efforts to provide to the IBC, at no charge, the switched access detailed usage data in 1101XX records within 48 hours, but in no event more than 60 days after the recording date. The IBC will provide the switched access summary usage data in 1150XX records to the SBC and all other

subsequent billing third parties within 10 days of rendering the initial bill to the third party toll carrier. Each Party will notify the other when it is not feasible to meet these requirements.

9.8.6 Errors may be discovered by MCIm, or BellSouth. Each Party agrees to provide the other Party with notification of any discovered errors within ten business days after discovery.

9.8.7 In the event of a loss or damage of data, the Parties agree to cooperate to reconstruct the lost or damaged data within 48 hours after notification and if such reconstruction is not possible, to accept a reasonable estimate of the lost data. This estimate may be based on several methodologies, such as an estimate of the volume of lost messages and associated revenue based on information available concerning the average revenue per minute for the average interstate or intrastate call or based upon at least three, but no more than 12 months of prior usage data, if available Each Party will retain for a minimum period of ninety (90) days, access message detail sufficient to recreate any data which is lost or damaged by their company or any third party involved in processing or transporting data.

9.8.8 BellSouth shall provide MCIm, via the internet, with updates of the billing name, billing address, and Carrier Identification Codes (CICs) of all third party toll carriers originating or terminating traffic at BellSouth's Access Tandems in order to comply with the Meet Point Billing notification process as outlined in MECAB.

9.8.9 If category 1101XX records are not submitted by the SBC in a timely fashion, the Parties agree to cooperate to estimate the billing to the IXCs in accordance with the IBC's Switched Access tariffs for estimating usage. The SBC will be liable to the IBC for the amount of lost revenue, as determined by the estimate. If there is a disagreement as to the estimate, the Parties shall negotiate a settlement.

9.8.10 If category 1150XX records are not submitted by the IBC in a timely fashion, the Parties agree to cooperate to estimate the billing to the third party toll carriers in accordance with the SBC's Switched Access tariffs for estimating usage. The IBC will be liable to the SBC for the amount of lost revenue, as determined by the estimate. If there is a disagreement as to the estimate, the Parties shall negotiate a settlement.

9.9 To the extent applicable, the following rate elements will be billed in accordance with each Party's respective switched access tariffs:

9.9.1 Interstate Switched Access – Terminating to or originating from MCIm Customers

Rate Element	Company
Carrier Common Line	MCIm
Local Switching	MCIm
Interconnection Charge	MCIm
Common Trunk Port	MCIm
Tandem Transport Fixed	50% MCIm / 50% BellSouth
Tandem Transport Variable	Based on negotiated BIP*
Tandem Switching	BellSouth
Common MUX	BellSouth
Entrance Facility	BellSouth
Dedicated Tandem Transport	BellSouth
800 Database Query	LEC that performs the query

10.9.2 Intrastate Switched Access – Terminating to or originating from MCIm Customers

Rate Element	Company
Carrier Common Line	MCIm
Local Switching	MCIm
Interconnection Charge	MCIm
Common Trunk Port	MCIm
Tandem Transport Fixed	50% MCIm / 50% BellSouth
Tandem Transport Variable	Based on negotiated BIP*
Tandem Switching	BellSouth
Common MUX	BellSouth
Entrance Facility	BellSouth
Dedicated Tandem Transport	BellSouth
800 Database Query	LEC that performs the query

* BIPs previously negotiated have been entered into NECA FCC Tariff No. 4. Future BIPs will be negotiated and mutually agreed to by both Parties and entered into NECA FCC Tariff No. 4.

10.10 Compensation for the Termination of Traffic to Ported Numbers

10.10.1 The Parties agree that, under INP, terminating compensation for calls to ported numbers should be received by each customer's chosen local service provider as if each call to a customer had been originally addressed by the calling party to a telephone number bearing an NPA-NXX directly assigned to the customer's chosen local service provider.

9.11 {MCIm Language} When MCIm orders and uses BellSouth unbundled Network Elements pursuant to Attachment 3 of this Agreement, those elements ordered and used shall be considered part of MCIm's network for the purpose of calculating reciprocal compensation and switched access charges in this Attachment.

TABLE OF CONTENTS

ATTACHMENT 5
COLLOCATION

Section 1.	Introduction	V-1
Section 2.	Physical Collocation	V-1
Section 3.	Adjacent Collocation	V-3
Section 4.	Shared/Common Caged Collocation	V-4
Section 5.	Cageless Collocation	V-4
Section 6.	General Requirements	V-5
Section 7.	Insurance	V-13
Section 8.	Technical References	V-13

Bold language is in dispute, and is language proposed by MCI unless otherwise indicated. Normal font language is agreed to by the parties.

COLLOCATION

Section 1. Introduction

This Attachment contains the requirements for Collocation. As set forth below, BellSouth must provide physical collocation within its premises on a first come, first served basis at the rates set forth in Attachment 1 of this Agreement. BellSouth premises include BellSouth's central offices and serving wire centers, as well as all building or similar structures owned or leased by BellSouth that house its network facilities, and all structures that house BellSouth facilities on public rights-of-way, including, but not limited to, vaults containing loop concentrators or similar structures ("Premises"). If MCIm requests collocation at Premises other than a BellSouth central office or serving wire center, the Parties shall negotiate terms and conditions, including rates, at the time of the request. At MCIm's option, if space is exhausted, collocation may be virtual or, where technically feasible, adjacent. Where space is available, MCIm may collocate using the following options: caged, shared caged, cageless collocation. BellSouth also shall provide physical or virtual collocation to MCIm, using any other technically feasible method, under terms and conditions to be negotiated by the parties upon request by MCIm. MCIm is entitled to a presumption that a method is technically feasible if any LEC has deployed such collocation arrangement in any incumbent LEC premises. **Once space is assigned to and occupied by MCIm, BellSouth shall not reassign MCIm to other space.**

Section 2. Physical Collocation

2.1 General Requirements

2.1.1 If space is available or can be made available pursuant to applicable laws or regulations, BellSouth agrees to provide physical collocation space on its Premises, as requested by MCIm, for MCIm's interconnection and access to Network Elements. If available, BellSouth will offer MCIm space that has already been prepared and conditioned for collocation, provided, however, that additional conditioning and preparation of the space may be necessary to meet MCIm's requirements.

2.1.1.1 Application Process
Application for Space. MCIm shall submit an application document when MCIm or MCIm's Guest(s), as defined in Section 4.1, desires to request or modify the use of the Collocation Space.

2.1.1.2 Initial Application. For MCIm or MCIm's Guest(s) initial equipment placement, MCIm shall submit to BellSouth a complete and accurate Application and Inquiry document (Bona Fide Application), together with payment of the Application Fee as set forth in Attachment 1 of this Agreement. The Bona Fide Application shall contain a detailed description and schematic drawing of the equipment to be placed in MCIm's Collocation Space(s) and an estimate of the amount of square footage required.

2.1.1.3 {Application Response. In addition to the notice of space availability pursuant to Section 2.1, BellSouth will respond within ten (10) business days of receipt of an Application whether the Application is Bona Fide, and if it is not Bona Fide, the items necessary to cause the Application to become Bona Fide. BellSouth shall provide a comprehensive written response within 15 days of receipt of a complete application. When MCIm submits ten or more applications within ten calendar days, the initial 15-day response period will increase by 10 days for every additional 10 applications or fraction thereof. The Application Response will detail whether the amount of space requested is available or if the amount of space requested is not available, the amount of space that is available. The response will also include the configuration of the space. The response also must include all information necessary for MCIm to place a firm order, including a detailed price quote. When BellSouth's response includes an amount of space less than that requested by MCIm or differently configured, MCIm must amend its application to reflect the actual space available prior to submitting a Bona Fide Firm Order.–MCIm language}

2.1.1.4 Bona Fide Firm Order. MCIm shall indicate its intent to proceed with equipment installation in a BellSouth Central Office by submitting a Bona Fide Firm Order to BellSouth. All Bona Fide Firm Orders must be submitted on the Expanded Interconnection Bona Fide Firm Order document (BSTEI-1P-F) indicating acceptance of the written application response

provided by BellSouth ("Bona Fide Firm Order") and all appropriate fees described in Section 7.1. The Bona Fide Firm Order must be received by BellSouth no later than thirty (30) days after BellSouth's response to MCIm's Application/Inquiry. If BellSouth needs to reevaluate MCIm's application as a result of changes requested by MCIm to MCIm's original application, then BellSouth will charge MCIm a fee based upon the additional engineering hours required to do the reassessment. In this event, BellSouth's provisioning interval will not start until the re-evaluation and response to the change(s) is complete and the Bona Fide Firm Order is received by BellSouth and all appropriate fees described in Section 7.1 have been paid.

2.1.1.5 Alarm and Monitoring. BellSouth shall place environmental alarms in the Central Office for the protection of BellSouth equipment and facilities. If desired by MCIm, MCIm shall be responsible for placement, monitoring and removal of environmental and equipment alarms used to service MCIm's Collocation Space. Both parties shall use best efforts to notify the other of any verified environmental condition (e.g., temperature extremes or excess humidity, etc.) known to that party.

2.1.1.6 Cancellation. If, at anytime, MCIm cancels its order for the Collocation Space(s), MCIm will reimburse BellSouth for any expenses incurred up to the date that written notice of the cancellation is received. In no event will the level of reimbursement under this paragraph exceed the maximum amount MCIm would have otherwise paid for work undertaken by BellSouth if no cancellation of the order had occurred.

2.1.1.7 Space Reclamation. In the event of space exhaust within a Central Office Premises, BellSouth may include in its documentation for the Petition for Waiver filing any unoccupied space in the Central Office Premises. MCIm will be responsible for any justification of unoccupied space within its space, if such justification is required by the appropriate state Commission. BellSouth shall comply with 47 CFR 51.321(f) and any applicable Commission rules or orders.

2.1.1.8 Termination. Except where otherwise agreed to by the Parties, MCIm may terminate occupancy in a particular Collocation Space upon thirty (30) days prior written notice to BellSouth. Upon termination of such occupancy, MCIm at

its expense shall remove its equipment and other property from the Collocation Space. MCIm shall have thirty (30) days from the termination date to complete such removal, including the removal of all equipment and facilities of MCIm's Guests; provided, however, that MCIm shall continue payment of monthly fees to BellSouth until such date as MCIm has fully vacated the Collocation Space. Should MCIm fail to vacate the Collocation Space within thirty (30) days from the termination date, BellSouth shall have the right to remove the equipment and other property of MCIm at MCIm's expense and with no liability for damage or injury to MCIm's property unless caused by the gross negligence or intentional misconduct of BellSouth. Upon expiration of this Attachment, MCIm shall surrender the Collocation Space to BellSouth in the same condition as when first occupied by the MCIm except for ordinary wear and tear. MCIm shall be responsible for the cost of removing any enclosure, together with all support structures (e.g., racking, conduits), of an Adjacent Collocation arrangement at the termination of occupancy and restoring the grounds to their original condition.

2.1.1.9 Reservation of Space. Either Party may reserve space in the Premises for up to 18 months.

2.1.2 BellSouth will allow MCIm to collocate in any unused space in BellSouth's Premises, without requiring the construction of a cage, or similar structure or enclosure, and without requiring the creation of a separate entrance to MCIm's collocation space. BellSouth may require MCIm to use a central entrance to BellSouth's building, but may not require construction of a new entrance for MCIm' use, and once inside the building, BellSouth must permit MCIm to have direct access to MCIm's equipment, including demarcation points, twenty-four (24) hours per day, seven (7) days per week, pursuant to safety requirements in Section 6.3 of this Attachment.

2.1.2.1 If MCIm change[es] locks for the protection and security of its equipment, it will provide BellSouth with duplicate keys.

2.1.3 BellSouth shall make collocation space available in single bay increments, meaning that MCIm can purchase space in increments small enough to collocate a single rack, or bay, of equipment.

2.1.4 Demarcation Point. {**BellSouth will identify to MCI the location(s) of possible demarcation points available to MCI on a per arrangement basis, and MCI will designate from these options the point(s) of demarcation between MCIm's collocated equipment and BellSouth's equipment. – MCI language**} {**BellSouth will designate the point(s) of demarcation between MCIm's collocated equipment and BellSouth's equipment. –BST language**} At MCI's request, BellSouth shall use its best efforts to {**designate—BST language**} {**identify—MCI language**} the closest demarcation point to MCI's equipment that is available. {**MCI language**} **No cross connect charges shall apply if MCIm provides the necessary connection(s) from its collocation space to such demarcation point(s).** Each party will be responsible for maintenance and operation of all equipment/facilities on its side of the demarcation point. For circuits and loops that BellSouth normally terminates on a BellSouth conventional distributing frame, the demarcation point shall be a common block on the BellSouth designated conventional distributing frame. MCIm shall be responsible for providing, and MCIm's BellSouth Certified Vendor shall be responsible for installing and properly labeling/stenciling, the common block, and necessary cabling. For DS-1 and DS-3 cross connections, the demarcation point shall be on a DSX frame. For fiber cross connections, the demarcation point shall be on an LGX frame. MCIm or its agent must perform all required maintenance to equipment/facilities on its side of the demarcation point, and may self-provision cross-connects that may be required within the collocation space to activate service requests.

2.1.5 BellSouth will respond to requests for space within ten (10) business days, stating whether or not space is available.

2.1.5.1 Reporting. Upon request from MCIm, BellSouth will provide a written report specifying the amount of collocation space available at the Premises requested, the number of collocators present at the Premises, any modifications in the use of the space since the last report for the Premises requested and the measures BellSouth is taking to make additional space available for collocation arrangements.

2.1.5.2 The request from MCIm must be written and must include the Premises and Common Language Location Identification (CLLI) code of the Premises. Such information regarding Premises and CLLI code is located in the National Exchange Carriers Association (NECA) Tariff FCC No. 4.

BellSouth will respond to a request for a particular Premises within ten (10) business days of receipt of such request.

2.1.6 Public Notification. BellSouth must maintain a publicly available document, posted for viewing on BellSouth's publicly available Internet site, indicating all Premises that are full, and must update such a document within ten days of the date at which a Premises runs out of physical collocation space. BellSouth will also post a document on its Interconnection Services website that contains a general notice where space has become available in a Premises previously on the space exhaust list. This notice will be posted within ten days of BellSouth's notification to the state commission of its intent to withdraw a previously filed Petition for Waiver under 47 U.S.C. Sec. 252(c)(6). BellSouth shall allocate said available space pursuant to the waiting list referenced in Section 2.5.

2.1.7 BellSouth will remove obsolete unused equipment from its Premises upon reasonable request by MCIm.

2.2 Denial of Space.

2.2.1 Filing of Petition for Waiver. Upon Denial of Application, BellSouth will timely file a petition with the state commission pursuant to 47 U.S.C. 251(c)(6).BellSouth shall submit to the state commission, subject to any protective order as the state commission may deem necessary, detailed floor plans or diagrams of any Premises where BellSouth claims that physical collocation is not practical because of space limitations. If the state commission adopts rules and regulations regarding the content and timeframe for filing petitions for waivers, BellSouth will comply with said rules and regulations. If it is MCIm's request for space that leads BellSouth to file a request for waiver, BellSouth will provide to MCIm, upon request from MCIm, a copy of the information filed with the state commission. BellSouth will provide such a copy within five business days of MCIm's request or the filing with the state commission, whichever is later.

2.2.2 Denial of Application. After notifying MCIm that BellSouth has no available space in the requested Premises ("Denial of Application"), BellSouth will allow MCIm, upon request, to tour the entire Premises within ten (10) business days of such Denial of Application. In order to schedule said tour within ten (10) business days, the request for a tour of the Premises must be received by BellSouth within five (5) business days of the Denial of Application.

Any request received by BellSouth later than five (5) business days after MCIm's receipt of BellSouth's Denial of Application will be fulfilled within five (5) business days of the request.

2.2.3 Waiting List. On a first come first served basis, BellSouth will maintain a waiting list of requesting carriers who have either received a Denial of Application or, where it is publicly known that the Premises is out of space, have submitted a Letter of Intent to collocate. BellSouth will give the telecommunications carriers on the waiting list **60 days' notice by U.S. Mail** when space **is about to** become available according to the position of the telecommunications carriers on said waiting list. Upon request BellSouth will advise MCIm as to its position on the list. **BellSouth also shall give notice to the Commission that space is about to become available, and BellSouth shall post such information on BellSouth's public web site. BellSouth shall make space available to telecommunications carriers according to their order on the waiting list.**

2.2.4 Virtual Collocation Transition. BellSouth offers Virtual Collocation pursuant to the rates, terms and conditions set forth in its F.C.C. Tariff No. 1. If the state commission orders BellSouth to provide Virtual Collocation to MCIm at rates different from those set forth in FCC Tariff No. 1, then the state commission ordered rates shall supercede those set forth in the tariff. For the interconnection to BellSouth's network and access to BellSouth unbundled network elements, MCIm may purchase 2-wire and 4-wire Cross-Connects as set forth in Exhibit A, and MCIm may place within its Virtual Collocation arrangements the telecommunications equipment set forth in Section 5.1. In the event physical collocation space was previously denied at a location due to technical reasons or space limitations, and that physical collocation space has subsequently become available, MCIm may transition its virtual collocation arrangements to physical collocation arrangements. **For transitions to cageless with no physical changes, MCIm may elect to have the equipment stay in place in the lineup, and no application fees shall apply, but MCIm shall pay a minimal charge for the administrative costs of updating engineering and billing records, at the rates set forth in Attachment 1 of this Agreement.** for the rearrangement or reconfiguration of services terminated in the virtual collocation arrangement. In the event that BellSouth knows when additional space for physical collocation may become available at the location requested by MCIm, such information will be provided to MCIm in BellSouth's written denial of physical collocation. To the extent that (i) physical collocation space becomes available to MCIm within 180 days of

BellSouth's written denial of MCIm request for physical collocation, and (ii) MCIm was not informed in the written denial that physical collocation space would become available within such 180 days, then MCIm may transition its virtual collocation arrangement to a physical collocation arrangement and will receive a credit for any nonrecurring charges previously paid for such virtual collocation.. MCIm must arrange with a BellSouth certified vendor for the relocation of equipment from its virtual collocation space to its physical collocation space and will bear the cost of such relocation. **If MCIm requests a conversion from virtual collocation to physical collocation, the response times described in Section 2.1.1.3 of this Attachment shall apply.**

2.2.4.1 BellSouth will authorize the conversion of virtual collocation arrangements to physical collocation arrangements without requiring the relocation of the virtual arrangement where there are no extenuating circumstances or technical reasons that would cause the arrangement to become a safety hazard within the Premises or otherwise being in conformance with the terms and conditions of this Attachment and where (1) there is no change to the arrangement; and (2) the conversion of the virtual arrangement would not cause the arrangement to be located in the area of the Premises reserved for BellSouth's forecast of future growth; and (3) due to the location of the virtual collocation arrangement, the conversion of said arrangement to a physical arrangement would not impact BellSouth's ability to secure its own facilities. Notwithstanding the foregoing, if the BellSouth Premises is at or nearing space exhaust, BellSouth may authorize the conversion of the virtual arrangement to a physical arrangement even though BellSouth could no longer secure its own facilities

Section 3. Adjacent Collocation

3.1 Adjacent Collocation. BellSouth will provide adjacent collocation arrangements ("Adjacent Arrangement") where space within the Premises is legitimately exhausted, subject to technical feasibility, where the Adjacent Arrangement does not interfere with access to existing or planned structures or facilities on the Premises and where permitted by zoning and other applicable state and local regulations. The Adjacent Arrangement shall be constructed or procured by MCIm and in conformance with BellSouth's reasonable safety and maintenance requirements. Further, MCIm shall construct, procure, maintain and operate said Adjacent Arrangement(s) pursuant to all of the terms and conditions set forth in this Attachment. Rates shall be negotiated at the

time of the request for Adjacent Collocation, provided that negotiation of rates will not delay the installation or operation of the Adjacent Arrangement. Negotiated rates must comply with state and federal laws. If the Parties cannot reach agreement on the appropriate rates for adjacent collocation and the issue must be brought before the state commission, MCIm will pay to BellSouth the floor space rate set forth in Attachment I, subject to true up. At the time they are negotiated, the Parties may agree that negotiated rates may be subject to true up consistent with any applicable order of the state commission.

3.2 Should MCIm elect such option, MCIm must arrange with a BellSouth certified contractor to construct an Adjacent Arrangement structure in accordance with BellSouth's reasonable safety and maintenance requirements, which are incorporated by reference and attached as Exhibit A to this Attachment. Should either Party propose any changes to the requirements set forth in Exhibit A, the Parties shall amend this Agreement to incorporate such changes. If the Parties are unable to agree on the proposed changes, the Party opposing the changes shall promptly pursue dispute resolution pursuant to Section 23 of Part A of this Agreement. Where local building codes require enclosure specifications more stringent than BellSouth's standard specifications set forth in Exhibit A, MCIm and MCIm's contractor must comply with local building code requirements. MCIm's contractor shall be responsible for filing and receiving any and all necessary zoning, permits and/or licenses for such construction. MCIm must provide the local BellSouth building contact with two cards, keys or other access device used to enter the locked enclosure. Except in cases of emergency, BellSouth shall not access MCIm's locked enclosure prior to receiving MCIm's permission to enter the enclosure. BST will notify MCIm of any emergency entry into MCIm's enclosure.

3.3 BellSouth may inspect the Adjacent Arrangement(s) following construction and prior to commencement, as defined in Section 4.1 following, to ensure the design and construction comply with BellSouth's reasonable safety and maintenance requirements. BellSouth may require MCIm, at MCIm's sole cost, to correct any deviations from BellSouth's guidelines and specifications found during such inspection(s), up to and including removal of the Adjacent Arrangement, within five (5) business days of BellSouth's inspection, unless the Parties mutually agree to an alternative time frame. If the nature and gravity of the deviation requires the removal of the entire adjacent arrangement enclosure, the Parties will mutually agree to an alternative timeframe not to exceed thirty (30) business days.

3.4 MCIm shall provide a concrete pad, the structure housing the arrangement, HVAC, lighting, and all facilities that connect the structure (i.e. racking, conduits, etc.) to the BellSouth demarcation point. At MCIm's option, BellSouth shall provide a**n AC or DC** power source and access to physical collocation services and facilities subject to the same nondiscriminatory requirements as applicable to any other physical collocation arrangement.

Section 4. Shared/Common Caged Collocation

4.1 Shared (Subleased) Caged Collocation. MCIm may allow other telecommunications carriers to share MCIm's caged collocation

arrangement pursuant to terms and conditions agreed to by MCIm ("Host") and other telecommunications carriers ("Guests") and pursuant to this section with the following exceptions: (1) where local building code does not allow Shared (Subleased) Caged Collocation and (2) where the BellSouth central office Premises is located within a leased space and BellSouth is prohibited by said lease from offering such an option. MCIm shall notify BellSouth in writing upon execution of any agreement between the Host and its Guest within ten (10) business days of its execution and prior to any Firm Order. Further, such notice shall include the name of the Guest(s) and the term of the agreement, and shall contain a certification by MCIm that said agreement imposes upon the Guest(s) the same terms and conditions, excluding rates, for collocation space as set forth in this Agreement between BellSouth and MCIm.

4.2 MCIm shall be the sole interface and responsible party to BellSouth for the purpose of submitting applications for initial and additional equipment placements of Guest; for assessment of rates and charges contained within this Attachment; and for the purposes of ensuring that the safety and security requirements of this Attachment are fully complied with by the Guest, its employees and agents. In the event the Host submits a single initial Application that covers both Host and Guest collocation, only one Application Fee will be assessed. If, subsequent to the initial placement of equipment in the collocation space, the Host submits a separate application for Guest collocation, a Subsequent Application Fee, as set forth in Exhibit A, shall apply. Notwithstanding the foregoing, Guest may arrange directly with BellSouth for the provision of the interconnecting facilities between BellSouth and Guest and for the provisions of the services and access to unbundled network elements. Nothing in this Section shall prevent MCIm from paying BellSouth for any charges associated with MCIm's Guests with checks written by such Guests to Bellsouth, provided that MCIm remains responsible for such payments.

4.3 MCIm shall require all Guests to agree to limit BellSouth's liability to Guests to the same liability that BellSouth has to MCIm under this Agreement. MCIm shall indemnify and hold harmless BellSouth from any and all claims, actions, causes of action, of whatever kind or nature, asserted by an MCIm Guest against BellSouth, arising out of the presence of MCIm's Guests in the Collocation Space, except for claims, actions, causes of action, of whatever kind or nature arising out of or related to the interconnection between BellSouth and the Guests or BellSouth's provision of access to Unbundled Network Elements to the Guests directly, to the extent that such claims, actions, or causes or action exceed the limitation of liability required by this Section 4.3.

Section 5. Cageless Collocation

5.1 Except where local building code does not allow cageless collocation, BellSouth shall allow MCIm to collocate MCIm's equipment and facilities without requiring the construction of a cage or similar structure. Except where MCIm's equipment requires special technical considerations (e.g., special cable racking, isolated ground plane), BellSouth shall assign cageless Collocation Space in conventional equipment rack lineups where feasible. For equipment requiring special technical considerations, MCIm must provide the equipment layout, including spatial dimensions for such equipment pursuant to generic requirements contained in BellCore (Telcordia) GR-63-Core and shall be responsible for constructing all special technical requirements associated with such equipment pursuant to use of a BellSouth certified vendor.

Section 6. Virtual Collocation

Section 6. Introduction

Virtual Collocation will be made available according to the **rates**, terms and conditions described in the FCC Tariff No. 1. **BellSouth shall provide Virtual Collocation at the rates set forth in Attachment 1 of this Agreement. If there are any inconsistencies between the FCC Tariff No. 1 and this Agreement, this Agreement shall control.** To the extent BellSouth is required to provide virtual collocation under the Act, the additional terms and conditions contained herein shall also apply.

6.1 Virtual collocation means MCIm will provide and will lease to BellSouth transmission equipment dedicated to MCIm's use. MCIm **may, at its option,** **will be responsible for** monitor**ing** and control**ling** MCIm circuits terminating at BellSouth's premises. **BellSouth shall install** **MCIm will contract directly with a BellSouth Certified Vendor for installation of** all equipment and facilities in accordance with BellSouth's guidelines and specifications. BellSouth will maintain and repair such equipment under the same intervals and with the same or better failure rates for performance of similar functions for comparable BellSouth equipment. Maintenance includes the change out of electronic cards provided by MCIm.

6.2 MCIm may purchase the equipment from third parties, and will not be required to purchase the equipment from BellSouth.

6.3 To the extent BellSouth is required to provide virtual collocation outside the central office, BellSouth will provide unbundled transport and sub-loops in accordance with the terms of this agreement.

6.4 BellSouth will make available digital cross-connects for virtual collocation arrangements at the rates contained in the FCC Tariff No. 1. BellSouth will make available **digital**, analog and fiber cross-connects for virtual collocation at the rates contained in Attachment 1.

Section 7. Additional Requirements

7.1 Type of Equipment

7.1.1 BellSouth shall permit the collocation of any type of equipment used or useful for interconnection or access to unbundled network elements. Whenever BellSouth objects to collocation of equipment by MCIm for the purposes within the scope of section 251(c)(6) of the Act, BellSouth shall prove to the commission that the equipment will not be actually used by MCIm for the purpose of obtaining interconnection or access to unbundled network elements. BellSouth may not object to the collocation of equipment on the grounds that the equipment does not comply with safety or engineering standards that are more stringent than the safety or engineering standards that BellSouth applies to its own equipment. BellSouth may not object to the collocation of equipment on the ground that the equipment fails to comply with National Equipment and Building Specifications performance standards. If BellSouth denies collocation of MCIm's equipment, citing safety standards, BellSouth must provide to MCIm within five business days of the denial a list of all equipment that BellSouth locates within the Premises in question, together with an affidavit attesting that all of that equipment meets or exceeds the safety standard that BellSouth contends MCIm's equipment fails to meet. Equipment used for interconnection and access to unbundled network elements includes, but is not limited to: (1) Transmission equipment including, but not limited to, optical terminating equipment and multiplexers, and (2) Equipment being collocated to terminate basic transmission facilities pursuant to 47 CFR 64.1401 and 64.1402, and (3) Digital subscriber line access multiplexers, routers, asynchronous transfer mode multiplexers, and remote switching modules. Nothing in this section requires BellSouth to permit collocation of equipment used solely for switching or solely to provide enhanced services; provided, however, that BellSouth may not place any limitations on the ability of MCIm to use all the features, functions, and capabilities of equipment collocated pursuant to this section, including, but not limited to, switching and routing features and functions and enhanced services functionalities.

7.1.2 Subject to requirements of this Attachment, MCIm may place or install in or on the Collocation Space such additional personal property and facilities, including storage for spare equipment, as it deems desirable for the conduct of business, provided that such property and facilities do not violate floor loading requirements, impose or could impose or contain or could contain unreasonable environmental conditions or hazards. Personal property, facilities and equipment placed by MCIm in the Collocation Space shall not become a part of the Collocation Space, even if nailed, screwed or otherwise fastened to the Collocation Space, but shall retain their status as personalty and may be removed by MCIm at any time. Any damage caused to the Collocation Space by MCIm's employees, agents or representatives during the removal of such property shall be promptly repaired by MCIm at its expense.

7.2 Connections Between Carriers. Subject to Section 2.1.1 of this Attachment, MCIm may directly connect to other Collocators within the designated BellSouth Premise (including to its other virtual or physical collocated arrangements) through facilities owned by MCIm, another Collocator or through BellSouth facilities designated by MCIm, at MCIm's option. Such connections to other carriers may be made using either optical or electrical facilities. MCIm may deploy such optical or electrical connections directly between its own facilities and the facilities of other Collocator(s) without being routed through BellSouth equipment.

If MCIm requests a co-Carrier cross-connect after the initial installation, MCIm must submit an application with a Co-Carrier Cross Connect Subsequent Application Fee at the rates set forth in Attachment 1 of this Agreement. BellSouth will use best efforts to assess the cost, pursuant to applicable law, of this type of request within 6-9 months of execution of this Agreement. If MCIm elects to have BellSouth provide the co-Carrier cross-connect, BellSouth shall place the cross-connect pursuant to a cross-connect order and no application or application fee will be required. In such cases, cross-connect charges will apply, and cable support structure charges will not apply. If MCIm elects to use its own facilities, MCIm must use a Certified Vendor to place the co-Carrier cross connect, except in cases where the MCIm equipment and the equipment of the other Collocator are located within contiguous collocation spaces. In cases where MCIm's equipment and the equipment of the other Collocator are located in contiguous collocation spaces, MCIm itself will have the option to deploy the co-Carrier cross connects between the sets of equipment. Where cable support structure exists for such connection there will be a recurring charge per linear foot of support structure used. When cable support structures do not exist and must be constructed a pro-rated non-recurring charge for the individual case will be assessed, and no recurring charges will apply for MCIm's use of the constructed cable rack. BellSouth shall complete cable rack construction at Parity. The

term "co-Carrier" as used in this section is not intended to imply the existence of a joint venture or partnership between collocating carriers.

7.2.1 MCIm may choose to lease unbundled transport from BellSouth, or from a third carrier, rather than construct facilities to the BellSouth central office or facility where equipment will be collocated.

7.2.2 Charges for all services provided pursuant to this Attachment shall be as set forth in Attachment I.

7.3 Security

7.3.1 The security and safety requirements set forth in this section are as stringent as the security requirements BellSouth maintains at its own Premises either for their own employees or for authorized contractors. BellSouth employees, BellSouth certified vendors and authorized employees, authorized Guests, pursuant to Section 4.1, preceding, or authorized agents of MCIm will be permitted in the BellSouth Premises 24 hours per day each day of the week. MCIm shall provide its employees and agents with picture identification which must be worn and visible at all times while in the Collocation Space or other areas in or around the Premises. The photo Identification card shall bear, at a minimum, the employee's name and photo, and the MCIm name. BellSouth reserves the right to remove from its Premises any employee of MCIm not possessing identification issued by MCIm, unless such employee can provide other identification verifiable by BellSouth. Notwithstanding the foregoing, BellSouth shall not permit access to its Premises to an MCIm employee who does not have the necessary card access device. MCIm shall be solely responsible for ensuring that any Guest of MCIm is in compliance with all subsections of this Section 7. **BellSouth shall recover the costs for security for the Premises pro rata on a per square foot basis across all usable space in the Premises.**

7.3.1.1 MCIm shall provide the name and either the 1) date of birth or 2) driver's license number of each employee, contractor or agent provided access keys or cards ("Access Keys") prior to issuance of said Access Keys. Access Keys shall not be duplicated under any circumstances. MCIm shall be responsible for all Access Keys and for the return of all said Access Keys in the possession of MCIm employees, contractors, Guests, or agents after termination of the employment relationship or contractual obligation with MCIm or upon termination of this Attachment or the termination of

occupancy of an individual collocation arrangement. MCI shall notify BellSouth in writing immediately in the case of lost or stolen Access Keys. Should it become necessary for BellSouth to re-key buildings as a result of a lost Access Key or for failure to return an Access Key, MCIm shall pay all reasonable costs associated with re-keying.

7.3.1.2 MCIm shall submit to BellSouth the completed Access Control Request form (RF-2906-C) for all employees or agents requiring access to the Premises a minimum of 15 days prior to the date MCIm desires access to the Collocation Space.

7.3.2 BellSouth shall require MCIm employees to undergo the same level of security training as that applied to BellSouth's own employees and authorized contractors, but BellSouth must provide information to MCIm on the specific type of training required so that MCIm may, train its own employees.

7.3.2.1 BellSouth shall permit MCIm-designated employees and agents to access the Premises even if such employees or agents have not completed the required training; provided, however, that BellSouth shall require a security escort for such employees or agents and shall charge MCIm for such security escort.

7.3.3 BellSouth will use its best efforts to prevent harm or damage to MCIm's property and MCIm's employees and contractors while they are on BellSouth's Premises. BellSouth will restrict access to MCIm equipment by BellSouth employees and contractors and third parties to the extent necessary to perform their job functions. From time to time BellSouth may require access to the Collocation Space. BellSouth retains the right to access such space for the purpose of making BellSouth equipment and building modifications (e.g., running, altering or removing racking, ducts, electrical wiring, HVAC, and cables). BellSouth will give reasonable notice to MCIm when access to the Collocation Space is required. BellSouth shall provide the names of all personnel and agents entering the MCIm Space. MCIm may elect to be present whenever BellSouth performs work in the Collocation Space. The Parties agree that MCIm will not bear any of the expense associated with this work. Upon request from MCIm's security department, for the purposes of investigating an incident within the Premises, affecting MCIm's space or equipment, BellSouth will provide documentation regarding ingress and egress to the Premises.

7.3.4 While in MCIm space, BellSouth will comply at all times with its own security and safety procedures and requirements.

7.3.5 BellSouth will ensure that the area which houses MCIm equipment is adequately secured and monitored to prevent unauthorized entry. BellSouth will immediately notify MCIm's security department of any actual or attempted security breaches to the MCIm collocation space to the extent BellSouth becomes aware of such breaches.

7.3.6 Where collocation is cageless, these additional requirements apply at MCIm's request:

7.3.6.1 If MCIm uses locking cabinets to enclose equipment, operating racks, equipment spare parts, power feeds, and cable conduits, MCIm may limit access by BellSouth employees to emergencies only.

7.3.6.2 If the area where cageless collocation is located does not have an access card security system, BellSouth will install such a system. The access card system shall have a database which tracks and reports entrance and exit.

7.3.7 If surveillance is recorded on videotape, upon request from MCIm's security department for the purposes of investigating an incident within the Premises affecting MCIm's space or equipment, BellSouth will provide access to such videotapes.

7.3.8 MCIm shall place a plaque or other identification affixed to MCIm's equipment necessary to identify MCIm's equipment, and MCIm shall display a list of emergency contacts with telephone numbers.

7.3.8.1 Neither party will use the Premises for marketing purposes. Except as provided in Section 6.3.8, MCIm shall not place any identifying signs or markings in the area surrounding the Collocation Space or on the grounds of the Premises.

7.3.9 MCIm will be required, at its own expense, to conduct a statewide investigation of criminal history records for each MCIm employee being considered for work on the BellSouth Premises, for the states/counties where the MCIm employee has worked and lived for the past five years. Where state law does not permit statewide collection or reporting, an investigation of the applicable counties is acceptable.

7.3.10 MCIm shall not assign to the BellSouth Premises any personnel with records of felony criminal convictions disclosed by an initial background check pursuant to Section 6.3.9. MCIm shall not assign to the BellSouth Premises any personnel with records of misdemeanor convictions except for misdemeanor pedestrian and traffic violations, without advising BellSouth of the nature and gravity of the offense(s). BellSouth reserves the right to refuse building access to any MCIm personnel who have been identified to have misdemeanor criminal convictions, provided, however, that such refusal has a reasonable basis. MCIm shall be deemed to have complied with the requirements of this Section pertaining to an individual employee(s) if, in good faith, it requests and receives from a competent vendor of background checking services a background check on the pertinent employee(s). MCIm shall not be required to warrant the reliability of the background checks. Notwithstanding the foregoing, in the event that MCIm chooses not to advise BellSouth of the nature and gravity of any misdemeanor conviction, MCIm shall certify to BellSouth that it shall not assign to the BellSouth Premises any personnel with records of misdemeanor convictions other than misdemeanor pedestrian and traffic violations.

7.3.11 For each MCIm employee requiring access to a BellSouth Premises pursuant to this agreement, MCIm shall furnish BellSouth, prior to an employee gaining such access, a certification that the aforementioned background check and security training were completed. The certification will contain a statement that no felony convictions were found and that the security training was completed by the employee.

7.3.12 Security Investigations. The Parties shall cooperate fully with one another's investigations, including interviews, with either Party's employees, agents, or contractors into allegations of wrongdoing or criminal conduct committed by or involving the other Party's employees, agents, or contractors. The Security departments of each Party shall be the single point of contact regarding said investigations. Additionally, the Parties reserve the right to bill one another for all costs associated with investigations involving their employees, agents, or contractors if it can be reasonably established that their employees, agents, or contractors are responsible for the alleged act. The Parties shall bill one another for property which is stolen or damaged where an investigation determines the culpability of the responsible Party's employees, agents, or contractors. Either party shall notify the other party in writing immediately in the event that it discovers one

of its employees already working on the BellSouth Premises is a possible security risk. The Party who is the employer, shall discipline, consistent with its employment practices up to and including removal from the BellSouth Premises, any employee found to have violated the security and safety requirements of this section.

7.3.13 Use of Supplies and Equipment. Unauthorized use of telecommunications equipment or supplies by either Party, whether or not used routinely to provide telephone service (e.g. plug-in cards,) will be strictly prohibited and handled appropriately. Costs associated with such unauthorized use, including all associated investigative costs, may be charged to the offending Party.

7.3.14 Use of Official Lines. Except for non-toll calls necessary in the performance of their work, neither Party shall use the telephones of the other Party located on the BellSouth Premises. Charges for unauthorized telephone calls and all associated investigative costs may be charged to the offending Party.

7.3.15 Accountability. Full compliance with the Security requirements of this section shall in no way limit the accountability of either Party to the other for the improper actions of its employees.

7.4 Environmental

The parties agree to utilize and adhere to the Environmental and Safety Principles identified as Exhibit B attached hereto.

7.4.1. Within ten (10) business days of MCIm's written request for space, BellSouth shall provide any information in its possession or available to it regarding the environmental conditions of the space provided for placement of equipment and interconnection. Information is considered "available" under this Agreement if it is in BellSouth's possession, or the possession of a current agent, contractor, or employee of BellSouth's.

7.4.2 BellSouth shall allow MCIm to perform any environmental site investigations, including, but not limited to, asbestos surveys, which MCIm deems to be necessary in support of its collocation needs, at MCIm's expense. MCIm shall notify BellSouth in writing if the results show an environmental violation of state standards, in order that BellSouth can perform a thorough investigation to ensure compliance with the law.

7.4.3 BellSouth shall not propose space to MCIm that BellSouth knows has an environmental contamination or hazardous material, that pose a threat to human health or violate OSHA requirements, that cannot be remedied within the required provisioning interval, if other space is available within the subject Premises that does not have such environmental contamination.

7.5 Intraoffice Capacity.

7.5.1 BellSouth shall provide intraoffice facilities (e.g., DS0, DS1, DS3, OC3, OC12, OC48, and STS-1 terminations) as requested by MCIm to meet MCIm's need for placement of equipment, interconnection, or provision of service.

7.7 Provision of telephone jacks

7.7.1 BellSouth shall provide basic telephone service pursuant to the terms of this Agreement or under the applicable tariff for basic service, at MCIm's option, with a connection jack as requested by MCIm from BellSouth for the collocated space.

7.8 Space Conditions

7.8.1 BellSouth shall provide adequate lighting, ventilation, power, heat, air conditioning, and other environmental conditions for MCIm's space and equipment.

7.9 Access to Basic Facilities

7.9.1 BellSouth shall provide access to eyewash stations, shower stations, and drinking water, where available, within the collocated facility on a twenty-four (24) hours per day, seven (7) days per week basis for MCIm personnel and its designated agents. BellSouth will provide MCIm reasonable access to basic facilities, such as restroom facilities and parking while at BellSouth's Premises.

7.9.2 BellSouth will allow temporary occasional use of convenience outlets where available while at BellSouth's Premises. For enclosed collocation space, if BellSouth constructs the enclosure, BellSouth will provide the collocation space with one AC outlet as part of the construction. If MCIm constructs the enclosure, MCIm would be responsible, through a certified vendor, for providing outlets and grounding the cage and running the necessary wiring from the BellSouth electrical panel to the collocation space.

BellSouth will provide stumble lighting to the collocation space. For cageless collocation, MCIm will be permitted to use existing BellSouth stumble lighting and convenience outlets.

7.11 Confidential Information

7.11.1 Treatment of Confidential Information is subject to the provisions of Part A, Section 20 of this Agreement.

7.12 Compliance with Performance Standards

7.12.1 BellSouth shall participate in and adhere to negotiated service guarantees, and Performance Standards.

7.12.2 BellSouth shall comply with performance standards set forth in Attachment 10. BellSouth shall compensate MCIm in accordance with Attachment 10 for any delays in the negotiated completion and turnover dates.

7.13 Notice of Work in or near Space

7.13.1 BellSouth shall provide MCIm with written notice five (5) business days prior to those instances where BellSouth or its subcontractors may be performing non-emergency work that has a substantial likelihood of directly affecting the Collocation Space occupied by MCIm, or that is directly related to circuits that support MCIm equipment.

7.13.2 BellSouth will inform MCIm by telephone of emergency related activity that BellSouth or its subcontractors may be performing that has a substantial likelihood of directly affecting the Collocation Space occupied by MCIm, or is directly related to circuits that support MCIm equipment. Notification of any emergency related activity shall be made as soon as practicable after BellSouth learns that such emergency activity is necessary so that MCIm can take any action required to monitor or protect its service.

7.14 Construction of Space

7.14.1 At MCIm's option and upon request, BellSouth shall construct cages in compliance with MCIm's collocation request as specified in the Bona Fide Firm Order. At MCIm's request, BellSouth shall permit MCIm to subcontract the construction of physical collocation arrangements with BellSouth Certified Vendors in accordance with BellSouth's guidelines and specifications and at MCIm's expense,

provided however, that BellSouth shall not unreasonably withhold approval of contractors. Any deviation to MCIm's request will be jointly negotiated between the parties. Upon request, BellSouth will confirm that scheduled completion dates are on target.

7.15 Acceptance Walkthrough

7.15.1 MCIm and BellSouth will complete an acceptance walk through of collocated space requested from BellSouth. BellSouth will correct any deviations to MCIm's original or jointly amended request within five (5) business days after the walk through or a negotiated time frame, depending on the magnitude of the deviation, at BellSouth's expense. Any other additions or changes to the original or jointly amended request will be at MCIm's expense.

7.15.2 BellSouth will not be deemed to have completed work on a Collocation Space until it conforms to the original or jointly amended request and BellSouth has provided the cable assignment information necessary to use the facility.

7.16 Drawings

7.16.1 BellSouth shall provide Telephone Equipment drawings depicting the suggested locations for MCIm's Point of Termination Bay(s) to MCIm at the first joint planning meeting.

7.17 Joint Planning A joint planning meeting (that need not be face to face) between BellSouth and MCIm will commence within a maximum of seven (7) business days, unless the parties jointly agree upon a later date, from BellSouth's receipt of a complete and accurate firm order and the payment of agreed upon fees. The following information will be exchanged or determined at the meeting.

7.17.1 Confirmation of the preliminary design and the equipment configuration requirements as reflected in the Application and affirmed in the Bona Fide Firm Order.

7.17.2 If available, the exact cable type and cable termination requirements for MCIm provided POT bays (i.e., connector type, number and type of pairs, and naming convention) that will be used. If this information is not available at the joint planning meeting, BellSouth shall provide it within 30 days of the date of the joint planning meeting.

7.17.3 Detailed computer assisted design drawings depicting the exact path(s), with dimensions, for MCIm Outside Plant Fiber placement into MCIm collocated space.

7.17.4 Power cabling connectivity information including the sizes and number of power feeders and power feeder fuse slot assignment on the BellSouth BDFB.

7.17.6 BellSouth contact(s) and escalation process (name(s) and telephone number(s) and escalation order) for the following areas for the collocation space preparation project:

Engineering
Provisioning
Billing
Operations
Physical & Logical Security
Site and Building Managers
Environmental and Safety

7.17.7 The target date for the release of BellSouth engineering documents which shall include, but not be limited to, connector type, number and type of pairs, and naming convention.

7.17.8 Target commencement date, which shall be the date MCIm's equipment is turned up and operational on the BellSouth network.

7.17.9 The space completion date on which BellSouth will make the space available to MCIm. If the Parties agree to changes to the layout at the joint planning meeting that impact the space preparation, BellSouth shall provide the space completion date as soon as possible after the joint planning meeting, but no more than ten days after the date of the joint planning meeting.

7.17.10 Identification of all technically feasible demarcation points associated with the equipment reflected in the Bona Fide Firm Order.

7.18 Power

7.18.1 DC power as referenced in this Attachment refers to any DC power source supplied by BellSouth for MCIm equipment. It includes all superstructure, infrastructure, and overhead facilities, including, but not limited to, DC cable from the BellSouth power board to the BellSouth BDFB, cable racks and bus bars necessary

to support DC power. BellSouth will supply power to support MCIm equipment at equipment specific –48VDC. BellSouth shall supply power to MCIm at parity with that provided by BellSouth to itself or to any third party. If BellSouth performance, availability, or restoration falls below generally accepted industry standards, BellSouth shall bring itself into compliance with such generally accepted industry standards as soon as technologically feasible. MCIm shall be responsible for cabling DC power from the BellSouth BDFB to MCIm's equipment.

7.18.2 AC power supplied by BellSouth into the MCIm equipment area, shall be supplied in the form of AC power feeders and conduits directly from the BellSouth essential bus. MCIm will be responsible for providing and installing the UPS in the Collocation Space and must comply with all applicable standards relating thereto, (e.g., floor loading, building codes, etc.). BellSouth will provide the voltages and phases that are available to BellSouth at the particular location. MCI will be responsible for all costs for providing the AC power.

7.18.3 BellSouth shall make available –48 Volt (-48V) DC power for MCIm's Collocation Space only at a BellSouth Battery Distribution Fuse Board within the central office premises. If MCIm desires in the future to obtain power by any other method, the terms and conditions relating thereto shall be negotiated at that time.

7.18.4 BellSouth power equipment supporting MCIm's equipment will:

7.18.4.1 Comply with applicable industry standards (e.g., Bellcore and NEBS) or manufacturer's equipment power requirement specifications for equipment installation, cabling practices and physical equipment layout;

7.18.4.2 Have redundant power feeds and battery back-up at Parity with that provided for similar BellSouth equipment;

7.18.4.3 Provide central office ground, connected to a ground electrode located within the MCIm collocated space, at a location which meets BellSouth's standards and is jointly agreed upon by the parties at the initial planning meeting identified in Section 7.17 preceding of this Attachment 5;

7.18.4.4 Provide DC capacity and quantity to support the two-year equipment forecast for MCIm's collocation space in accordance with MCIm's collocation request.

7.18.5 BellSouth shall, within ten (10) days of MCIm's request:

7.18.5.1 Provide documentation submitted to and received from contractors for any contractor bids for any work being done on behalf of MCIm (this includes, but is not limited to, power supplies, and cage construction);

7.18.5.2 Where possible, provide an installation sequence and access that will allow installation efforts in parallel without jeopardizing personnel safety or existing MCIm services upon MCIm's execution of a waiver document, an example of which is attached as Exhibit D to this Attachment;

7.18.5.3 Provide Lock Out-Tag Out and other electrical safety procedures and devices in conformance with the most stringent of OSHA or industry guidelines.

7.18.6 Charges for -48V DC power **{MCIm language-- are as set forth in Attachment 1.}** **{BELLSOUTH Language-- will be assessed per ampere per month based upon the certified vendor engineered and installed power feed fused ampere capacity}** Rates include redundant feeder fuse positions (A&B) and cable rack to MCIm's equipment or space enclosure. When obtaining power from a BellSouth Battery Distribution Fuse Bay, fuses and power cables (A&B) must be engineered (sized), and installed by MCIm's certified vendor.

7.18.7 Charges for AC power will be assessed per breaker ampere per month. Rates include the provision of commercial and standby AC power. BellSouth shall engineer and install the protection devices and power cables for adjacent collocation. Charges for AC power shall be assessed pursuant to the rates set forth in Attachment 1 of this Agreement. AC power voltage and phase ratings shall be determined on a per location basis. At MCIm's option, MCIm may arrange for AC power in an adjacent space from a retail provider of electric power.

7.19 Provisioning Intervals.

7.19.1 {Intervals for initial applications for physical collocation (caged or cageless) shall be a maximum of ninety (90) days from the date BellSouth receives MCIm's firm order request. Intervals for virtual collocation must not exceed sixty (60) days. Intervals for augmentations to existing space must not exceed 45 days. BellSouth may not unilaterally extend these intervals. BellSouth shall adhere strictly to these intervals unless otherwise agreed by the Parties or ordered by the Commission. On its election, BellSouth shall seek an extension of these intervals from the Commission within 45 days after receipt of a firm order for new applications, and within 30 days after receipt of a firm order for applications to augment existing space. These intervals are further defined in Attachment X. – MCI language}

{Construction and Provisioning Interval. BellSouth will negotiate construction and provisioning intervals per request on an individual case basis. Excluding the time interval required to secure the appropriate government licenses and permits, BellSouth will use best efforts to complete construction for collocation arrangements under ordinary conditions as soon as possible and within a maximum of 90 business days from receipt of a complete and accurate Bona Fide Firm Order. Ordinary conditions are defined as space available with only minor changes to support systems required, such as but not limited to, HVAC, cabling and the power plant(s). Excluding the time interval required to secure the appropriate government licenses and permits, BellSouth will use best efforts to complete construction of all other collocation space ("extraordinary conditions") within 130 business days of the receipt of a complete and accurate Bona Fide Firm Order. Extraordinary conditions are defined to include but are not limited to major BellSouth equipment rearrangement or addition; power plant addition or upgrade; major mechanical addition or upgrade; major upgrade for ADA compliance; environmental hazard or hazardous materials abatement. – BST language}

7.20 Subsequent Application Fee. In the event MCIm or MCIm's Guest(s) desire to modify the use of the Collocation Space, MCIm shall complete an Application document detailing all information regarding the modification to the Collocation Space together with payment of the minimum Subsequent Application Fee as stated in Attachment 1. Said minimum Subsequent Application Fee shall be considered a partial payment of the applicable Subsequent Application Fee which shall be

calculated as set forth below. BellSouth shall determine what modifications, if any, to the Premises are required to accommodate the change requested by MCIm in the Application. Such necessary modifications to the Premises may include but are not limited to, floor loading changes, changes necessary to meet HVAC requirements, changes to power plant requirements, and equipment additions not included in a previous application. The fee paid by MCIm for its request to modify the use of the Collocation Space shall be dependent upon the level of assessment needed for the modification requested. Where the subsequent application does not require assessment for provisioning or construction work by BellSouth, no Subsequent Application Fee will be required and the pre-paid fee shall be refunded to MCIm. The fee for an application where the modification requested has limited effect (e.g., does not require assessment related to capital expenditure by BellSouth) shall be the Subsequent Application Fee as set forth in Attachment 1. If the modification requires capital expenditure assessment, a fee ranging from the minimum Subsequent Application Fee up to the full Application Fee Charge for the appropriate state shall apply. In the event such modifications require the assessment of a full Application Fee as set forth in Attachment 1, the outstanding balance shall be due by MCIm within 30 calendar days following MCIm's receipt of a bill or invoice from BellSouth. **For all subsequent Applications, BellSouth shall adhere to the response intervals set forth in Section 2.1.1.3 of this Attachment.**

7.21 Entrance Facilities

7.21.1 MCIm may elect to place MCIm-owned or MCIm-leased fiber entrance facilities into the Collocation Space. BellSouth will designate the point of entrance in close proximity to the Central Office building housing the Collocation Space, such as an entrance manhole or a cable vault which are physically accessible by both parties. MCIm will provide and place fiber cable at the point of entrance of sufficient length to be pulled through conduit and into MCIm's Collocation Space. If MCIm uses an entrance facility with a metallic member, BellSouth shall open the cable sheath in the vault and bond the metallic member to ground. In the event MCIm utilizes a non-metallic entrance facility, grounding of the cable will not be required. MCIm must contact BellSouth for instructions associated with duct assignments and scheduling and other information as required prior to placing the entrance facility cable in the manhole. MCIm is responsible for maintenance of the entrance facilities, except that BellSouth is responsible for the maintenance of any bonding required. At MCIm's option BellSouth will accommodate where technically feasible a microwave entrance facility pursuant to separately negotiated terms and conditions. **Notwithstanding any other provision of this Agreement, MCI**

may use fiber, copper, coaxial, or any other technically feasible type of entrance cable.

7.21.2 Dual Entrance. BellSouth will provide at least two interconnection points at each central office premises where there are at least two such interconnection points available and where capacity exists. Upon receipt of a request for physical collocation under this Attachment, BellSouth shall provide MCIm with information regarding BellSouth's capacity to accommodate dual entrance facilities. If conduit in the serving manhole(s) is available and is not reserved for another purpose for utilization within 12 months of the receipt of an application for collocation, BellSouth will make the requested conduit space available for installing a second entrance facility to MCIm's arrangement. The location of the serving manhole(s) will be determined at the sole discretion of BellSouth. Where dual entrance is not available due to lack of capacity, BellSouth will so state in the Application Response. **If BellSouth states in the Application Response that dual entrance is not available due to lack of capacity, BellSouth will allow MCIm, upon request, to inspect the entrance locations within ten (10) business days of such notification. In order to schedule said inspection within ten (10) business days, the request for an inspection must be received by BellSouth within five (5) business days of the notification of lack of capacity. Any request received by BellSouth later than five (5) business days after MCIm's receipt of BellSouth's Application Response will be fulfilled within five (5) business days of the request. In addition, BellSouth shall notify MCIm when capacity is available for a dual entrance, and such capacity shall be made available on a first come, first served basis.**

7.21.3 Shared Use. MCIm may utilize spare capacity on an existing Interconnector entrance facility for the purpose of providing an entrance facility to another MCIm collocation arrangement within the same BellSouth Central Office.

7.21.4 Splicing in the Entrance Manhole. Although not generally permitted, should MCIm request a splice to occur in the entrance manhole(s), BellSouth, at its sole discretion, may grant such a request, provided that BellSouth will not unreasonably withhold approval of requests to make such a splice. All work performed in manholes shall adhere to the requirements of Attachment 6 (Rights of Way) of this Agreement.

7.21.5 Floor Space. { BELLSOUTH Language } The floor space charge includes reasonable charges for lighting, heat, air

conditioning, ventilation and other allocated expenses associated with maintenance of the Central Office but does not include amperage necessary to power MCIm's equipment. When the Collocation Space is enclosed , MCIm shall pay floor space charges based upon the number of square feet so enclosed. When the Collocation Space is not enclosed, MCIm shall pay floor space charges based upon the following floor space calculation: [(depth of the equipment lineup in which the rack is placed) + (0.5 x maintenance aisle depth) + (0.5 x wiring aisle depth)] X (width of rack and spacers). For purposes of this calculation, the depth of the equipment lineup shall consider the footprint of equipment racks plus any equipment overhang. BellSouth will assign unenclosed Collocation Space in conventional equipment rack lineups where feasible. In the event MCIm's collocated equipment requires special cable racking, isolated grounding or other treatment which prevents placement within conventional equipment rack lineups, MCIm shall be required to request an amount of floor space sufficient to accommodate the total equipment arrangement. Floor space charges are due beginning with the date on which BellSouth releases the Collocation Space for occupancy or on the date MCIm first occupies the Collocation Space, whichever is sooner.

7.22 Certified Vendors

7.22.1 {MCI Language} BellSouth shall provide MCIm with a list of BellSouth certified vendors for performance of work required or permitted under this Agreement. BellSouth shall indicate on the list what types of work each vendor is certified to perform. BellSouth shall provide MCIm with the specifications and training requirements necessary for a vendor to become BellSouth certified, and such specifications and training requirements shall be the same that BellSouth uses to certify its own vendors. If MCIm submits documentation to BellSouth that a proposed vendor, including MCIm, meets the specifications and training requirements, BellSouth shall add such vendor to the list of BellSouth certified vendors. BellSouth shall provide MCIm updates to the list of BellSouth certified vendors as vendors are added or removed from the list. MCIm's BellSouth Certified Vendor shall bill MCIm directly for all work performed for MCIm pursuant to this Attachment and BellSouth shall have no liability for nor responsibility to pay such charges imposed by the Certified Vendor.

7.22.2 MCIm's Equipment and Facilities. MCIm, including when using a BellSouth certified vendor, is solely responsible for the design, engineering, installation, testing, provisioning, performance, monitoring, maintenance and repair of the equipment and facilities owned by MCIm or leased by MCIm from a third party. Such equipment and facilities may include but are not limited to cable(s); equipment; and point of termination connections.

7.23 Janitorial Service. Each Party shall be responsible for the general upkeep and cleaning of its respective space.

7.24 Mechanic's Liens If any mechanics lien or other liens shall be filed by a third party against property of either party (BellSouth or MCIm), or any improvement thereon by reason of or arising out of any labor or materials furnished or alleged to have been furnished or to be furnished to or for the other Party or by reason of any changes, or additions to said property made at the request or under the direction of the other Party, the other Party directing or requesting those changes shall, within thirty (30) days after receipt of written notice from the Party against whose property said lien has been filed, either pay such lien or cause the same to be bonded off the affected property in the manner provided by law. The Party causing said lien to be placed against the property of the other shall also defend, at its sole cost and expense, on behalf of the other, any action, suit or proceeding which may be brought for the enforcement of such liens and shall pay any damage and discharge any judgment entered thereon.

7.25 INSPECTIONS. BellSouth may conduct an inspection if MCIm adds equipment and may otherwise conduct routine inspections at reasonable intervals mutually agreed upon by the Parties. BellSouth shall provide MCIm with a minimum of forty-eight (48) hours or two (2) business days, whichever is greater, advance notice of all such inspections. All costs of such inspection shall be borne by BellSouth.

7.26 EMINENT DOMAIN If the whole of a Collocation Space or Adjacent Arrangement shall be taken by any public authority under the power of eminent domain, then this Attachment shall terminate with respect to the affected Collocation Space or Adjacent Arrangement as of the day possession shall be taken by such public authority and rent and other charges for the Collocation Space or Adjacent Arrangement shall be paid up to that day with proportionate refund by BellSouth of such rent and charges as may have been paid in advance for a period subsequent to the date of the taking. If any part of the Collocation Space or Adjacent Arrangement shall be taken under eminent domain, BellSouth and MCIm shall each have the right to terminate this Attachment with respect to the affected Collocation Space or Adjacent Arrangement and declare the

same null and void, by written notice of such intention to the other party within ten (10) days after such taking.

7.27 NONEXCLUSIVITY. MCIm understands that this Attachment is not exclusive and that BellSouth may enter into similar agreements with other parties. Assignment of space pursuant to all such agreements shall be determined by space availability and made on a first come, first served basis.

Section 8. Insurance

8.1 Insurance requirements for collocation are subject to the provisions of section 11.7 of Part A of this Agreement.

Section 9. Technical References

BellSouth shall provide collocation in accordance with the following standards:

9.1 Institute of Electrical and Electronics Engineers (IEEE) Standard 383, IEEE Standard for Type Test of Class 1 E Electric Cables, Field Splices, and Connections for Nuclear Power Generating Stations.

9.2 National Electrical Code (NEC) latest issue.

9.3 TA-NPL-000286,NEBS Generic Engineering Requirements for System Assembly and Cable Distribution, Issue 2 (Bellcore, January 1989).

9.4 TR-EOP-000063 Network Equipment-Building System (NEBS) Generic Equipment Requirements, Issue 3 (March 1988).

9.5 TR-EOP-000151,Generic Requirements for -24, -48, -130, and -140 Volt Central Office Power Plant Rectifiers,Issue 1 (Bellcore, May 1985).

9.6 TR-EOP-000232, Generic Requirements for Lead-Acid Storage Batteries, Issue 1 (Bellcore, June 1985).

9.7 TR-NWT-000154, Generic Requirements for -24,- 48, -130, and -140 Volt Central Office Power Plant Control and Distribution Equipment, Issue 2 (Bellcore, January 1992).

9.8 TR-NWT-000295, Isolated Ground Planes: Definition and Application to Telephone Central Offices, Issue 2 (Bellcore, July 1992).

9.9 TR-NWT-000840, Supplier Support Generic Requirements (SSGR), (A Module of LSSGR, FR-NWT-000064), Issue 1 (Bellcore, December 1991).

9.10 TR-NWT-001275 Central Office Environment Installations/Removal Generic Requirements, Issue 1 (January 1993).

9.11 Underwriters' Laboratories Standard, UL 94.

EXHIBIT A

ADJACENT COLLOCATION

SPECIFICATIONS

General Requirements:

1. The area requested by the collocator must include sufficient space for maintenance access and emergency power.
2. A cable splice is required at the Central Office vault to bond for lightning protection unless Dielectric Fiber Cable is used.
3. Each collocator must have a separate duct entrance into the vault.
4. The entrance and riser cables, along with vault splices will be maintained by BST.
5. If unique splicing tools or testing equipment are required by the collocator, the collocator is responsible for providing the desired tools and equipment.
6. The entrance point for smaller offices that do not have vaults will be determined by the BST Outside Plant Engineer based on availability and existing conditions.
7. The collocator is not allowed to create physical entry points into manholes, such as, drilling holes in the manhole wall to place cable knockouts, lateral ducts, etc.
8. The collocator must provide BST with pre-terminated, fire retardant cable to be placed from the vault splice to the designated central office bay.
9. The method of providing power to the collocator shall be as allowed by the local authority having jurisdiction and all applicable laws, codes and standards apply. This is site specific and specifications will be designated by BST with the Application Response.
10. Above ground building structures must comply with Telcordia's Generic Requirements for Telecommunications Huts (GR 43-CORE).
11. Below ground structures must be controlled environment Vaults (CEVs) that comply with Telecordia's Generic Requirements for Controlled Environmental Huts (GR 26-CORE).
12. The materials added on all new construction shall be in compliance with applicable law.
13. Collocator's Certified Contractor must restore the grounds to their original condition.

ENVIRONMENTAL AND SAFETY PRINCIPLES

The following principles provide basic guidance on environmental and safety issues when applying for and establishing Physical Collocation arrangements.

1. GENERAL PRINCIPLES

1.1 Compliance with Applicable Law. BellSouth and MCIm agree to comply with applicable federal, state, and local environmental and safety laws and regulations including U.S. Environmental Protection Agency (USEPA) regulations issued under the Clean Air Act (CAA), Clean Water Act (CWA), Resource Conservation and Recovery Act (RCRA), Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), Superfund Amendments and Reauthorization Act (SARA), the Toxic Substances Control Act (TSCA), and OSHA regulations issued under the Occupational Safety and Health Act of 1970, as amended and NFPA and National Electrical Codes (NEC) and the NESC ("Applicable Laws"). Each party shall notify the other if compliance inspections are conducted by regulatory agencies and/or citations are issued that relate to any aspect of this agreement.

1.2 Notice. BellSouth and MCIm shall provide notice to the other, including Material Safety Data Sheets (MSDSs), of known and recognized physical hazards or Hazardous Chemicals existing on site or brought on site. Each party is required to provide specific notice for known potential Imminent Danger conditions. MCIm may contact 1-800-743-6737 to obtain an MSDS for a specific chemical used by BellSouth at the facility.

1.4 Environmental and Safety Inspections. BellSouth reserves the right to inspect the MCIm space with proper notification. BellSouth reserves the right to stop any MCIm work operation that imposes Imminent Danger to the environment, employees or other persons in the area or Facility.

1.5 Hazardous Materials Brought On Site. For any hazardous materials brought into, used, stored or abandoned at the BellSouth Premises by MCIm, MCIm is responsible for the proper handling and disposal of these materials, provided, however, that if MCIm uses a hazardous material not owned or controlled by MCIm, then MCIm shall not be responsible for that portion of such hazardous material in excess of the portion actually used or spilled by MCIm. Without prior written BellSouth approval, no substantial new safety or environmental hazards can be created by MCIm or different hazardous materials used by MCIm at BellSouth Facility. MCIm must have adequate emergency response capabilities for its materials used or remaining at the BellSouth Facility.

1.6 Spills and Releases. When contamination is discovered at a BellSouth Premises, the party discovering the condition must notify BellSouth. All Spills or Releases of regulated materials will immediately be reported by MCIm to BellSouth.

1.7 Coordinated Environmental Plans and Permits. BellSouth and MCIm will coordinate plans, permits or information required to be submitted to government agencies, such as emergency response plans, spill prevention control and countermeasures (SPCC) plans and community reporting. If fees are associated with filing, BellSouth and MCIm will develop a cost sharing procedure. If BellSouth's permit or EPA identification number must be used, MCIm must comply with all of BellSouth's permit conditions and environmental processes, including environmental "best management practices (BMP)" (see Section 2, below) and/or selection of BST disposition vendors and disposal sites.

2. CATEGORIES FOR CONSIDERATION OF ENVIRONMENTAL ISSUES

When performing functions that fall under the following Environmental categories on BellSouth's Premises, MCIm and BellSouth shall comply with the applicable sections of the current issue of BellSouth's Environmental and Safety Methods and Procedures (M&Ps), attached to this Exhibit and incorporated herein by reference. MCIm and BellSouth shall ensure that their respective employees, agents, and/or subcontractors are knowledgeable of and comply with those provisions of BellSouth's Environmental M&Ps which apply to the specific Environmental function being performed by that Party, its employees, agents and/or subcontractors.

The most current version of reference documentation must be requested from BellSouth.

2. Categories for Consideration of Environmental Issues (cont.)

ENVIRONMENTAL CATEGORIES	ENVIRONMENTAL ISSUES	ADDRESSED BY THE FOLLOWING DOCUMENTATION
Disposal of hazardous material or other regulated material (e.g., batteries, fluorescent tubes, solvents & cleaning materials)	Pollution liability insurance EVET approval of contractor	Std T&C 450 GU-BTEN-001BT, Chapter 4 Std T&C 660-3 GU-BTEN-001BT, Chapter 10
Emergency response	Hazmat/waste release/spill firesafety emergency	GU-BTEN-001BT, Chapter Building Emergency Operations Plan (EOP) (specific to Premises)
Contract labor/outsourcing for services with environmental implications to be performed on BellSouth Premises (e.g., disposition of hazardous material/waste; maintenance of storage tanks)	Performance of services in accordance with BST's environmental M&Ps Insurance	Std T&C 450 Std T&C 450-B (Contact E/S or your DEC/LDEC for copy of appropriate E/S M&Ps.) Std T&C 660
Transportation of hazardous material	Pollution liability insurance EVET approval of contractor	Std T&C 450 GU-BTEN-001BT, Chapter 4 Std T&C 660-3 GU-BTEN-001BT, Chapter 10
Maintenance/operations work which may produce a waste Other maintenance work	Protection of BST employees and equipment	Std T&C 450 GU-BTEN-001BT, Chapter 10 29CFR 1910.147 29CFR 1910 Subpart O
Janitorial services	All waste removal and disposal must conform to all applicable federal, state and local regulations All HazMat & Waste Asbestos notification protection of BST employees and equipment	P&SM Manager - Procurement GU-BTEN-001BT, Chapter 4, GU-BTEN-001BT, Chapter 3 BSP 010-170-001BS (Hazcom)
Manhole cleaning	Pollution liability insurance Manhole entry requirements EVET approval of contractor	Std T&C 450 Std T&C 660-3 BSP 620-145-011PR Issue A, August 1996 GU-BTEN-001BT, Chapter 10 RL9706008BT
Removing or disturbing building materials that may contain asbestos	Asbestos work practices	GU-BTEN-001BT, Chapter 3

3. DEFINITIONS

Generator. Under RCRA, the person whose act produces a Hazardous Waste, as defined in 40 CFR 261, or whose act first causes a Hazardous Waste to become subject to regulation. The Generator is legally responsible for the proper management and disposal of Hazardous Wastes in accordance with regulations.

Hazardous Chemical. As defined in the U.S. Occupational Safety and Health (OSHA) hazard communication standard (29 CFR 1910.1200), any chemical which is a health hazard or physical hazard.

Hazardous Waste. As defined in section 1004 of RCRA.

Imminent Danger. Any conditions or practices at a facility which are such that a danger exists which could reasonably be expected to cause immediate death or serious harm to people or immediate significant damage to the environment or natural resources.

Spill or Release. As defined in Section 101 of CERCLA.

4. ACRONYMS

DEC/LDEC - Department Environmental Coordinator/Local Department Environmental Coordinator

GU-BTEN-001BT - BellSouth Environmental Methods and Procedures

EVET - Environmental Vendor Evaluation Team

P&SM - Property & Services Management

Std. T&C - Standard Terms & Conditions

NESC - National Electrical Safety Codes

MICROWAVE COLLOCATION

Where technically feasible, BellSouth will provide for physical collocation of MCIm's microwave equipment on the roofs of BellSouth's Central Office Buildings. Such equipment will be limited to that necessary for interconnection of MCIm's network facilities to BellSouth's network or access to BellSouth's unbundled network elements.

Microwave Collocation includes placement of supporting masts, non-penetrating roof mounts ("NPRM"), penetrating pipe stands, parapet mounts, and microwave antenna(e) on the roof top or other suitable exterior spaces of BellSouth's Central Offices and does not include the construction of towers. The Parties will work together to determine the preferable type of antenna mount reasonably considering such factors as permitting requirements, roof maintenance issues and any other relevant factors. BellSouth shall have final approval of the type of antenna mount. The Parties agree that the elements listed below reflect requirements for **microwave** Collocation, which shall be provided in accordance with the terms and conditions set forth below, and at the rates set forth in Attachment 1 of this Agreement. As used in this Agreement, "microwave" means those services contemplated by Part 21 of the FCC's regulations. The Parties acknowledge that **Radio** Collocation requires unobstructed line-of-sight. Unobstructed line-of-sight will be provided by BellSouth where technically feasible but is not guaranteed to be available. MCIm accepts the responsibility of determining unobstructed line-of-sight at any location where MCIm's applies for Radio Collocation.

1. PROVISIONING PROCESS AND FEES

A. Initial Site Visit

MCIm will provide a Site Visit Request to BellSouth, in writing, setting forth the names of the BellSouth Central Office Buildings(s) MCIm wishes to visit for potential **Microwave** Collocation. Such site visit consists of MCIm representatives and appropriate BellSouth personnel visiting a BellSouth Central Office building for the purpose of determining whether an unobstructed line-of-sight is technically feasible. MCIm will be responsible for making an unobstructed line-of-sight determination. Such Site Visit does not obligate MCIm to request, or BellSouth to provide, **Microwave** Collocation on the site. The site visit will take place within fifteen (15) business days of receipt by

BellSouth of MCIm's Site Visit Request or as soon thereafter as can be scheduled by the Parties.

MCIm will submit a Site Visit Request fee as set forth on Attachment 1 of this Agreement and will pay for the reasonable cost BellSouth incurs for travel, if necessary, for each site

requested with each Site Visit not to exceed two hours. Charges for site visits that take longer than two (2) hours will be charged by BellSouth to MCIm at BellSouth's loaded labor rates on a per hour basis in addition to the $250.00 fee. BellSouth will make every effort possible to use resources near the requested location to minimize travel required. If BellSouth determines that airline travel is required, BellSouth will contact MCIm in an effort to discuss possible alternatives.

8. **Microwave Collocation Application**

This provision shall coincide with provisions under Section 6 and 7 of the collocation agreement.

BellSouth will respond to **Microwave** Collocation Application(s) pursuant to Section 6 of this Agreement.

MCIm shall submit the Application and Inquiry document and appropriate collocation application fee pursuant to Attachment 1 of this Agreement, in addition to a Microwave Collocation Attachment for each central office building where MCIm seeks **Microwave** Collocation. This application and fees will apply both to space on the roof as well as space inside the BellSouth central office.

MCIm shall provide BellSouth with the following data, where applicable, on the application to the extent available recognizing that certain information may change depending on the final determination of the location providing line of sight:

- Type of antenna mount (pipe, NPRM)
- Type of equipment to be collocated within MCIm's case (vendor, capacity)
- Line of sight requirements (Azimuth)
- Relevant information includes: Station Name, Call Sign, Latitude, Longitude, Primary Antenna Type, Equipment Type, Equipment Emission, Power (dBm/Watts), Receive

Level (dBm), EIRP (dBm/Watts), Transmit Frequency (MHz)
- WEIGHT AND CONFIGURATION
- Other relevant information as identified at the INITIAL site visit.

Roof Inspection: BellSouth may require a roof inspection at any site where MCIm requests **Microwave** Collocation. MCIm will bear the reasonable cost of the inspection including reasonable travel cost if any. BellSouth intends to use an independent contractor which may be accompanied by BellSouth personnel. The roof inspection fee shall be assessed on an individual case basis unless negotiated as a flat rate by the Parties. Such Roof Inspection does not obligate BellSouth to provide **Microwave** Collocation on the site.

If BellSouth concludes that rooftop/exterior space which provides MCIm with unobstructed line-of-sight does not appear to be technically feasible, BellSouth will provide MCIm a written explanation of such technical infeasibility within thirty (30) business days of BellSouth 's receipt of the collocation application including those cases where BellSouth's known business plans provide for or include an addition to the building which would impact the line of sight. This explanation will be included in the response to MCIm's application.

Escorted access to the roof will be provided as necessary by BellSouth pursuant to sub-Section 7.6 of this Agreement. BellSouth or its designated subcontractors shall perform all necessary work associated with the **Microwave** Collocation arrangement involving power and building modifications unless otherwise agreed to by the Parties. All work performed shall be done by a BellSouth certified vendor as referenced in provision 6.5 in the Collocation Agreement unless the Parties agree that another certified vendor will be used. The Parties acknowledge that MCIm may become a certified vendor.

If rooftop/exterior space is available BellSouth shall provide MCIm an estimate for such **radio** collocation as described more fully in provision 1.C at the same time BellSouth provides its interior collocation space quote.

C. **Preparation of Estimate / Application Response**

Within thirty (30) business days of receiving from MCIm a single complete and accurate Application and Inquiry document, BellSouth will provide, as more fully described below, an estimate including an estimate for the Monthly Recurring Charges pursuant to the rates set forth in Attachment 1of this Agreement.

The estimate shall reflect the specifications submitted by MCIm and may change based on the actual field conditions encountered during construction.

(2) Estimate:

(a) The Estimate /Application Response shall set forth separate estimated charges for the following work related to the installation of the **Microwave** Antenna Arrangement.

(i) **Architectural Plan and Structural Review**:

This shall be the reasonable sum of hourly charges of BellSouth Architects or its contractors necessary to review the plans for the **Microwave** Collocation Arrangement. This will include applicable consulting charges and fees for reviewing permitting material and/or assisting MCIm in the permitting process to the extent required.

(ii) **Permitting Review**:

This shall be the sum of the hourly charges of BellSouth Property and Services Management and/or Project Managers whose time was reasonably necessary and actually spent reviewing permitting material and/or assisting MCIm in the permitting process. BellSouth shall have final approval authority on all proposed conditions, (which shall not be unreasonably withheld) imposed by relevant jurisdictions and BellSouth shall have the right to be represented at all hearings in connection with governmental approvals.

(iii) **Exterior (and Related Interior) Building Modification Work**:

BellSouth will include a quote for BellSouth to perform coring within the Central Office, roof strengthening or any other exterior or related interior building modification that may be required.

(iv) **Supervision of General Contractor**:

This shall be the reasonable sum of the hourly charges, if necessary, of any BellSouth Property and Services Management personnel, Consultants, or Project Managers who monitor the **Microwave** Antenna Support Structure installation performed by MCIm's contractor. The level of BellSouth's personnel or consultants shall be commensurate with the requirements for supervising the project and monitoring construction.

(v) **Special Security Construction:**

If BellSouth demonstrates that new secure access to the **Microwave** Collocation location is reasonably necessary, the costs associated with the construction of such access shall be described on a separate schedule to be provided by BellSouth to MCIm.

(b) **Recurring Charges**

These consist of:

(i) Monthly Recurring Roof-Top Space Rental Fee:

The Monthly Recurring Roof-Top Space Rental Fee shall be on a per square foot basis with a minimum of 12 square feet per radio arrangement as set forth in Attachment 1 of this Agreement. MCIm is limited by building and structural support constraints for determining the number of antenna(e) which can be placed on a roof mount, pipe stand, or parapet

mount. The diameter of the microwave antenna(e) will be subject to a height limitation of twenty (20) feet above the building or point of attachment, subject to line-of-sight, safety, and structural engineering guidelines, (e.g., weight, wind load). Such equipment will be subject to a structural analysis to be performed by BellSouth's Structural Engineer at MCIm's sole expense, to ensure that the equipment does not overload the building structure. If any structural reinforcement is required in order to accommodate the placement of the requested diameter and height of such microwave antenna(e), MCIm will not be allowed to place such microwave antenna(e). MCIm agrees that the height of the structure will be no greater than the minimum required to accommodate line of sight requirements. At no time shall an antenna (e) be directed across open roof space without approval of BellSouth which shall not be unreasonably withheld.

The billing for the Rooftop Space Rental Fee shall begin the date the interior and rooftop space preparation activities are complete and the space is made available to MCIm, or the date MCIm first begins the Rooftop radio equipment installation, whichever is sooner. BellSouth will work with MCIm to avoid unreasonable time differences between the completion of rooftop space preparation and interior collocation space construction.

All estimates shall be valid for thirty (30) days from issuance, and MCIm shall accept, reject or request changes within such time period, unless an extension is requested in writing by MCIm and agreed to by BellSouth. Such extension will not exceed thirty (30) days. To accept an estimate, MCIm shall so state in writing and shall pay BellSouth 50% of the total estimated charges ("Initial Payment") with the balance of the actual charges due upon completion of the Microwave Collocation area and any necessary supporting electrical or building modification work Payment requirements will be commensurate with provision 7.1 of the collocation agreement.

D. **Pre-Design Meeting**

Unless otherwise agreed to by the Parties, a joint planning meeting or other method of joint planning between BellSouth and MCIm will commence within a maximum of 15 business days from BellSouth's receipt of a Bona Fide Firm Order and the payment of agreed upon fees. At such meeting, the Parties will agree to the preliminary design of the **Microwave** Collocation Space and the equipment configuration requirements as reflected in the Application and affirmed in the Bona Fide Firm Order. The Collocation Space Completion time period will be provided to MCIm during the joint planning meeting or as soon as possible thereafter. BellSouth will complete all design work following the joint planning meeting. This will be the same meeting that takes place for the interior collocation arrangement.

E. **Equipment and Testing**:

MCIm shall be responsible for providing, at its sole expense, the antenna (e), coaxial cable, brackets, connectors, support structure, grounding and bonding materials, and weather-proofing materials for such support structure or antenna (e) required for the **Microwave** Collocation. MCIm shall also be solely responsible for final adjustments (e.g., pointing) of the antenna (e).

F. **Use Permits**:

MCIm shall be responsible for obtaining all relevant Use Permits (Ups) and shall bear all costs and fees. MCIm shall regularly apprise BellSouth of the status of such permitting and consult with BellSouth as reasonably necessary.

2. NO PROPERTY RIGHT CONFERRED

Notwithstanding anything contained herein to the contrary, **Microwave** Collocation shall not confer or be deemed to confer any property interest or right in BellSouth's property, and MCIm hereby acknowledges that the rights conferred hereunder shall constitute merely a non-exclusive license to use a portion of BellSouth's property solely for the purposes set forth herein. A limit

of two (2) MCIm **Microwave** Collocation arrangements per Central Office will be permitted unless otherwise agreed to by the Parties.

Title to MCIm's **Microwave** Collocation equipment shall remain in MCIm as the property of MCIm and shall not become fixtures to BellSouth's property.

3. RESPONSIBILITY OF THE PARTIES

A. MCIm shall obtain any and all applicable and necessary permits, variances, licenses, approvals and authorizations from the governmental agencies with jurisdiction, including without limitation, use permits and buildings permits. FCC licenses and FAA approval, if required, to operate and maintain MCIm's facilities during the Term of this Agreement.

B. MCIm shall not use BellSouth's property or permit MCIm's agents or contractors to do anything in or about the Central Office (s) in conflict with any applicable law affecting the condition, use or occupancy of the property or the installation, operation or maintenance of MCIm's **Microwave** Collocation equipment. MCIm shall not commit any public or private nuisance or any other act or practice which might or would materially disturb the quiet enjoyment of any occupant of nearby properties.

C. Where BellSouth performs any of the work pursuant to the quotes set forth in 1.C.(2)(a), BellSouth shall select the architect, engineers, surveyors, contractors, suppliers, consultants and subcontractors which may be necessary to develop plans, furnish materials and equipment, and perform construction work. BellSouth shall manage all such work in accordance with the plans and specifications approved by the Parties, all applicable laws, codes and regulations, and shall require that all contractors perform their work in a good workmanlike manner. BellSouth shall require that all BellSouth Contractors include MCIm as an ADDITIONAL INSURED to any policies of insurance maintained by the Contractor for purposes of the work, and shall indemnify MCIm from losses, costs and expenses incurred as a result of contractor's work. MCIm hereby acknowledges and agrees that BellSouth shall not be liable for the work performed, material, supplies, or work products furnished by any contractor, and that MCIm shall look solely to the contractor and any warranties, indemnification or insurance furnished by such Contractor, waiving and releasing BellSouth from any claim or liability therefrom except to the extent of the negligence

or willful misconduct of BellSouth in the performance of its project management activities.

~~B.~~ D. Notwithstanding any other provision of this Attachment, MCIm hereby acknowledges that BellSouth may have existing wireless communications facilities of its own or of other tenants or licensees on or at BellSouth's Central Office, and/or BellSouth may desire from time to time throughout the term of this Agreement to enter into agreements with other wireless communications providers for the installation, operation and maintenance of communications facilities on or at BellSouth's Property ("Other Wireless Carriers"). MCIm shall cooperate with BellSouth and all Other Wireless Carriers so as to reasonably accommodate the needs and requirements of such Other Wireless Carriers with respect to the installation, operation, use and maintenance of their equipment and facilities, and all necessary alterations, modifications and other improvements to BellSouth's property, including utility connections and access. Subject to ownership of any exclusive frequency rights, MCIm's facilities shall not physically, electronically, or inductively interfere with the existing BellSouth or other customers' or tenants' existing facilities. Each transmitter individually and all transmitters collectively at a given location shall comply with appropriate federal, state, and/or local regulations governing the safe levels of RF radiation. The foregoing obligations shall apply equally to all Other Wireless Carriers.

In the event MCIm desires to relocate any of its then-existing **Microwave** Collocation facilities to a different place on the relevant BellSouth Central Office rooftop, MCIm shall submit a new application with fee to BellSouth specifying the new location MCIm proposes to occupy. If the relocation does not require BellSouth to expend capital, then a Subsequent Application fee will apply as covered in Exhibit A.

BellSouth shall, within thirty (30) business days of receipt of a complete application, approve such relocation or describe, in writing, why such relocation is not technically feasible.

G. At its sole cost and expense, MCIm shall maintain MCIm's **Microwave** equipment, including without limitation, all necessary repairs, replacements and restorations. In addition, MCIm shall keep its **Microwave** Collocation space in a good, neat, sanitary and workmanlike condition. If, after 10 days of receiving written notice from BellSouth, MCIm fails to

keep its **Microwave** Collocation space in such workmanlike condition, BellSouth shall have the right but not the obligation to clean up the space on MCIm's behalf. In such event, MCIm shall be liable to BellSouth for the cost and expense of such work, upon written demand.

4. SECURE ACCESS

Pursuant to Section IX of the Collocation Agreement

5 CABLE PROVISIONING

MCIm is responsible for providing and running the cable from the radio frequency (RF) equipment to the collocation cage through the use of a BellSouth Certified Vendor. BellSouth will be responsible for providing any necessary cable support structure at a rate indicated in Attachment 1 of this Agreement. A BellSouth consultant must approve how the cable will be run.

6. LINE OF SIGHT

BellSouth will manage roof space on a first-come /first-served basis. BellSouth will work cooperatively with MCIm in determining suitable space for MCIm equipment. Once the parties mutually determine an initial location which provides for line of sight pursuant to 1c) above, MCIm is guaranteed a clear line of sight from the antenna mount and the edge of BellSouth's roof line. If BellSouth requires a building enhancement modification or through the placement of additional equipment obstructs MCIm's existing line of sight, BellSouth will work with MCIm to move the antenna mount or raise the height of the antenna mount for a clear line of sight. The costs of this modification will be borne by BellSouth.

If a third party elects to place equipment on the roof that obstructs an existing line of sight, the third party application will be denied unless all three parties mutually agree to move an existing arrangement to allow for a clear line of sight. The costs of this application will be borne by the third party.

7. ANTENNA MODIFICATIONS

MCIm is limited to placement of two **radio** antenna (e) within the designated space. MCIm must submit an application with a fee before adding additional equipment to the **radio** collocation space or to move equipment outside of designated space. MCIm may not construct improvements or make Major Alterations to its rooftop space or **radio** transmission facilities without prior written approval from BellSouth, which will not be unreasonably withheld. BellSouth shall respond to any single request (application)within thirty (30) business days. "Major Alterations" shall include but not be limited to: (i) additional construction by MCIm of support equipment within its rooftop space, (ii) any modification to the rooftop space. "Major Alterations" shall not include (i) replacement of mounted equipment with like-sized and weight or smaller mounted equipment or similar functionality, (ii) routine repairs and maintenance to such **radio** transmission facilities. Additional equipment or movement of existing equipment will require a new application and application fee Anything outside of normal maintenance may require a subsequent application fee as indicated in Attachment 1 of this Agreement.

8. USE OF ANTENNA SPACE ON OTHER BELLSOUTH TOWERS

Requirements for antenna space on existing towers that are not part of a BellSouth central office will be handled through BellSouth's Master Licensing Process.

9. EQUIPMENT REMOVAL

If, at any time, BellSouth reasonably determines that any of MCIm's facilities or equipment or the installation of MCIm's facilities or equipment does not meet the requirements outlined in this Agreement, MCIm will be responsible for the costs associated with the removal of such facilities or equipment or modification of the facilities or equipment or installation thereof to render it complaint. The removal of equipment must be done by a BellSouth Certified Vendor. If MCIm fails to correct any non-compliance with these standards or fails to demonstrate that the equipment is compliant within fifteen (15) days' written notice to MCIm, BellSouth may have the facilities or equipment removed or the condition correct at MCIm's expense. Removal of **Microwave**

Collocation equipment shall be pursuant to provision 4.3 in the Collocation Agreement.

10. NATURE OF USE

MCIm equipment must comply with BellCore Network Equipment Building System (NEBS) Requirements, Electromagnetic Compatibility and Electrical Safety Generic Criteria for Network Telecommunication Equipment (TR-NWT-001089), and FCC OET Bulletin 65 dated 08/97. Requirements of provision 5.1 of the Collocation Agreement also apply. The operation of MCIm's **radio** equipment shall comply with all applicable federal and state RF guidelines.

11. POWER REQUIREMENTS FOR RADIO ARRANGEMENT

BellSouth will not provide power or environmental support to the roof space. If BellSouth agrees in response to a specific request by MCIm to provide power or environmental support to the roof space, MCIm will bear all associated costs as specified by BellSouth to provide such services. In such case requirements set forth in provision 7.5 of the Collocation Agreement will apply.

12. GROUNDING AND BONDING

MCIm at its expense will ensure that any **radio** equipment placed on the rooftop collocation space or in the building shall be grounded and bonded according to BellSouth's standards which shall be at a minimum consistent with industry standards. BellSouth agrees that grounding and bonding requirements shall be applied in parity to itself and other Interconnectors for similar types of equipment.

13. COLLOCATION AGREEMENT PROVISIONS

Any provision provided specifically herein shall be in addition to applicable provisions in the Collocation Agreement.

RADIO COLLOCATION RATE ELEMENT DEFINITIONS AND CONDITIONS

Non-recurring charges - Relating to Microwave Roof Equipment

1) **Microwave Preparation Fees**

Architectural Plan and Structural Review
Exterior and Related Interior Building Modification Work
General Contractor Supervision
Special Security Construction

2) **Coring/Cable Support Structure**

Electrical and Building modification work for coring
Weather Proofing
Cable Support Structure

3) **Roof Preparation (if applicable)**

Engineering Study (To develop roof preparation alternatives/costs)

4) **Escort - charge for access to roof**
Charge for access to Roof

Recurring charges - Relating to Microwave Roof Equipment

1) **Roof Space Lease Charge**

Monthly rate for leasing rooftop or other suitable exterior space on BellSouth CO on a per square foot basis.

MicrowaveMicrowave

RADIO COLLOCATION APPLICATION ATTACHMENT

1. Name/Address of Central Office (s)
2. Proposed Rooftop/Exterior Space Location of Microwave Equipment
3. Description of Microwave Equipment

4 Other

Exhibit D

BELLSOUTH

AGREEMENT FOR ACCESS TO UNFINISHED COLLOCATION SPACE
CUSTOMER ACCEPTANCE DOCUMENT

This agreement represents approval and acceptance by the interconnecting party (Customer) of the space provided in the BellSouth Telecommunications Central Office identified below:

Company Name _____

Reference Number _____ Office CLLI Code _____

Street Address _____City / State / Zip _____

Access to Unfinished Collocation Space

BellSouth will permit Collocator's certified vendor ("Vendor") to access collocation space located within the above referenced central office before the completion of space and infrastructure preparation work for the purpose of initiating equipment installation and for any other lawful purpose subject to the following conditions:

1. Collocator will request access to unfinished collocation space on behalf of Vendor by written notice provided seven (7) calendar days' in advance of the date access is desired.
2. In accessing unfinished collocation space, Vendor will not interfere with the continuation of space preparation work by BellSouth. Space preparation will continue without interruption and according to methods and procedures deemed appropriate by BellSouth in its sole judgment unless BellSouth and Collocator provide otherwise through a writing signed by both.
3. Collocator acknowledges that the presence of Vendor in unfinished collocation space and the installation of equipment in such space creates an additional risk of loss or damage to property and injury or death to persons, which risk could be avoided by deferring Vendor access until completion of all space preparation work. Collocator expressly agrees to assume such additional risk and to release and discharge BellSouth from any loss, liability, claim or cause of action arising from BellSouth's activities in the unfinished collocation space or Vendor's access thereto or the presence of Collocator's equipment therein, unless such loss, liability, claim or cause of action is caused by the negligence or willful misconduct of BellSouth.
4. Unless the loss, liability, claim or cause of action is caused by the negligence or willful misconduct of BellSouth, Collocator will indemnify and save harmless BellSouth from any liabilities, causes of action, lawsuits, penalties, claims or demands (including the costs, expenses and reasonable attorneys' fees on account thereof) that may be made: (a) by anyone for injuries of any kind, including but not limited to personal injury, death, property damage and theft, resulting from BellSouth's activities in the unfinished collocation space or Vendor's access thereto or the presence of Collocator's equipment therein; or (b) by any employee or former employee of Collocator or Vendor or any of their agents or subcontractors for which Collocator's or Vendor's, their agents' or subcontractors' liability to such employee or former employee would otherwise be subject to payments under the state Worker's

Exhibit D

Compensation or similar laws. Collocator, at its own expense, agrees to defend BellSouth, at BellSouth's request, against any such liability, cause of action, lawsuit, penalty, claim or demand. BellSouth will notify Collocator promptly of any written claims or demands against BellSouth for which Collocator is responsible hereunder.

APPROVED / ACCEPTED:

By: _____ _____ _____

Collocator (Print Name) Authorized Signature Title
Date

Customer Acceptance

The signature of the customer in the space provided below represents the following:

1. Customer acknowledges that BellSouth has not completed space and infrastructure work for the location designated for the customer's telecommunications equipment.
2. Customer is satisfied that the space(s) will be completed in a satisfactory, workman-like manner.
3. Customer accepts space as constructed pursuant to Bona Fide Firm Order.
4. Customer acknowledges that they will be charged for the space beginning with the date on which BellSouth releases the Collocation Space for occupancy or on the date the customer first occupies the Collocation Space, whichever is sooner.

APPROVED / ACCEPTED:

By: _____ _____ _____
Collocator (Print Name) Authorized Signature Title
Date

By: _____ _____ _____
BellSouth Rep. (Print Name) Authorized Signature Title
Date

TABLE OF CONTENTS

ATTACHMENT 6

Rights-of-Way (ROW), Conduits, Pole Attachments

Section 1 Introduction

Section 2 Definitions

Section 3 Requirements

Section 4 Facilities and Licenses

Section 5 Issuance of Licenses

Section 6 Construction of MCIm's Facilities

Section 7 Requirements and Specifications

Section 8 Additional Legal Requirements

Section 9 Use and Routine Maintenance of MCIm's Facilities

Section 10 Modification and Replacement of MCIm's Facilities

Section 11 Rearrangement of Facilities at the Request of Another

Section 12 Emergency Repairs and Pole Replacement

Section 13 Inspection by BellSouth of MCIm's Facilities

Section 14 Notice of Noncompliance

Section 15 Unauthorized Occupancy or Utilization of BellSouth's Facilities

Section 16 Removal of Facilities

Section 17 Fees, Charges, and Billing

Bold Language is in dispute, and is MCI proposed language, unless underlined (which indicates BST proposed language). Normal font language is agreed to by the parties.

ATTACHMENT VI

RIGHTS OF WAY (ROW), CONDUITS, POLE ATTACHMENTS

1. INTRODUCTION

1.1 This Attachment VI, together with the terms and conditions contained in Part A, Attachment 1 and Attachment 8, sets forth the terms and conditions under which BellSouth shall afford to MCIm access to BellSouth's poles, ducts, conduits and rights-of-way pursuant to the Act and FCC rules and regulations.

2. DEFINITIONS

2.1 Definitions in General. Except as the context otherwise requires, the terms defined in this Attachment shall, as used in this Attachment, have the meanings set forth in Sections 2.2 through 2.27, below.

2.2 Anchor. The term "anchor" refers to a device, structure, or assembly, which stabilizes a pole and holds it in place. An anchor assembly may consist of a rod and fixed object or plate, typically embedded in the ground, which is attached to a guy strand or guy wire, which, in turn, is attached to the pole. The term "anchor" includes only those anchors which are owned by BellSouth, as distinguished from anchors which are owned and controlled by other persons or entities, and does not include the guy strand, which connects the anchor to the pole.

2.3 Anchor/guy strand. The term "anchor/guy strand" refers to supporting wires, typically stranded together, or other devices attached to a pole and connecting that pole to an anchor or to another pole for the purpose of increasing pole stability. The term "anchor/guy strand" includes, but is not limited to, strands sometimes referred to as "anchor strands," "down guys," "guy strands," and "pole-to-pole guys."

2.3A Application. The process of requesting information related to records, pole and/or conduit availability, or make-ready requirements for BellSouth owned or controlled facilities. Each application is limited in size to a request for a maximum of (1) 100 consecutive poles or (2) 10 consecutive manhole sections or 5000 feet, whichever is greater. The application includes (but not limited to) request for records, records investigation and/or field investigation, and make-ready work.

2.4 Assigned. The term "assigned", when used with respect to conduit or duct space or pole attachment space, refers to any space in such conduit or duct or on such pole that is occupied by a telecommunications service provider or a municipal or other governmental authority or is assigned pursuant to Section 4.8 herein. To ensure the judicious use of poles and conduits, space "assigned" to a telecommunications service

provider must be physically occupied by the service provider, be it BellSouth or a new entrant, within twelve (12) months of the space being "assigned".

2.5 Available. The term "available", when used with respect to conduit or duct space or pole attachment space, refers to any usable space in such conduit or duct or on such pole not assigned to a specific provider at the applicable time.

2.6 Conduit occupancy. The terms "conduit occupancy" and "occupancy" refer to the presence of wire, cable, optical conductors, or other facilities within any portion of BellSouth's conduit system.

2.7 Conduit system. The term "conduit system" refers to any combination of ducts, conduits, manholes, and handholes, and other rights of way joined to form an integrated whole. In this Attachment, the term refers to conduit systems owned or controlled by BellSouth.

2.8 Cost. The term "cost" as used herein refers to charges made by BellSouth to MCIm for specific work performed, and shall be (a) the actual charges made by subcontractors to BellSouth for work and/or, (b) if the work was performed by BellSouth employees, the rates set forth in Attachment I of this Agreement shall apply for such work, or (c) if the work is done by approved contractors hired by MCIm, the actual charges made by such contractors to MCIm.

2.9 Duct. The term "duct" refers to a single enclosed tube, pipe, or channel for enclosing and carrying cables, wires, and other facilities. As used in this Attachment, the term "duct" includes "inner-ducts" created by subdividing a duct into smaller channels.

2.10 Facilities. The terms "facility" and "facilities" refer to any property or equipment utilized in the provision of telecommunication services.

2.11 Inner-Duct. The term "inner-duct" refers to a pathway created by subdividing a duct into smaller channels.

2.12 Joint User. The term "joint user" refers to a utility which has entered into an agreement with BellSouth providing reciprocal rights of attachment of facilities owned by each party to the poles, ducts, conduits and rights-of-way owned by the other party.

2.13 Licensee. The term "licensee" refers to MCIm, where MCIm has entered into an agreement or arrangement with BellSouth permitting MCIm to place its facilities in BellSouth's conduit system or attach its facilities to BellSouth's poles or anchors. Licensee and MCIm may be used interchangeably throughout this Attachment.

2.14 Lashing. The term "lashing" refers to the attachment of a licensee's sheath or inner-duct to a supporting strand.

2.15 License. The term "license" refers to any license issued pursuant to this Agreement and may, if the context requires, refer to conduit occupancy or pole attachment licenses issued by BellSouth prior to the date of this Agreement.

2.16 Make-Ready work. The term "make-ready work" refers to all work performed or to be performed to prepare BellSouth's conduit systems, poles or anchors and related facilities for the requested occupancy or attachment of MCIm's facilities. "Make-Ready work" includes, but is not limited to, clearing obstructions (e.g., by "rodding" ducts to ensure clear passage), the rearrangement, transfer, replacement, and removal of existing facilities on a pole or in a conduit system where such work is required solely to accommodate MCIm's facilities and not to meet BellSouth's business needs or convenience. "Make-Ready work" may require "dig-ups" of existing facilities and may include the repair, enlargement or modification of BellSouth's facilities (including, but not limited to, conduits, ducts, handholes and manholes) or the performance of other work required to make a pole, anchor, conduit or duct usable for the initial placement of MCIm's facilities.

2.17 Manhole/Handhole. The term "manhole" refers to an enclosure, usually below ground level and entered through a hole on the surface covered with a cast iron or concrete manhole cover, which personnel may enter and use for the purpose of installing, operating, and maintaining facilities in a conduit. The term "handhole" refers to a similar enclosure which is too small for personnel to enter.

2.18 Occupancy. The term "occupancy" shall refer to the physical presence of telecommunication facilities in a duct, on a pole, or within a right-of-way.

2.19 Person acting on MCIm's behalf. The terms "person acting on MCIm's behalf," "personnel performing work on MCIm's behalf," and similar terms include both natural persons and firms and ventures of every type, including, but not limited to, corporations, partnerships, limited liability companies, sole proprietorships, and joint ventures. The terms "person acting on MCIm's behalf," "personnel performing work on MCIm's behalf," and similar terms specifically include, but are not limited to, MCIm, its officers, directors, employees, agents, representatives, attorneys, contractors, subcontractors, and other persons or entities performing services at the request of or as directed by MCIm and their respective officers, directors, employees, agents, and representatives.

2.20 Person acting on BellSouth's behalf. The terms "person acting on BellSouth's behalf," "personnel performing work on BellSouth's behalf," and similar terms include both natural persons and firms and ventures of every type, including, but not limited to, corporations, partnerships, limited liability companies, sole proprietorships, and joint ventures. The terms "person acting on BellSouth's behalf," "personnel performing work on BellSouth's behalf," and similar terms specifically include, but are not limited to, BellSouth, its officers, directors, employees, agents, representatives, attorneys, contractors, subcontractors, and other persons or entities performing services at the request or on behalf of BellSouth and their respective

officers, directors, employees, agents, and representatives.

2.21 Pole. The term "pole" refers to both utility poles and anchors but only to those utility poles and anchors owned or controlled by BellSouth, and does not include utility poles or anchors with respect to which BellSouth has no legal authority to permit attachments by other persons or entities.

2.22 Prelicense survey. The term "prelicense survey" refers to all work and activities performed or to be performed to determine whether there is adequate capacity on a pole or in a conduit or conduit system (including manholes and handholes) to accommodate MCIm's facilities and to determine what make-ready work, if any, is required to prepare the pole, conduit or conduit system to accommodate MCIm's facilities.

2.23 Right-of-Way (ROW). The term "right-of-way" refers to the right to use the land or other property of BellSouth to place poles, conduits, cables, other structures and equipment, or to provide passage to access such structures and equipment. A Right-of-Way may run under, on, above, across, along or through public or private property or enter multi-unit buildings (including air space above public or private property) and may include the right to use BellSouth owned or controlled building entrance facilities, building entrance links, equipment rooms, telephone closets, and/or building risers.

2.24 Sheath. The term "sheath" refers to a single outer covering containing communications wires, fibers, or other communications media.

2.25 Spare Capacity. The term "spare capacity" refers to any pole attachment space, conduit, duct or inner-duct not currently assigned or subject to a pending application for attachment/occupancy. Spare capacity does not include an inner-duct (not to exceed one inner-duct per party) reserved by BellSouth, MCIm, or a third party for maintenance, repair, or emergency restoration.

2.26 State. When capitalized, the term "State" (as used in terms such as "this State") refers to the State of Georgia.

2.27 Third Party. The terms "third party" and "third parties" refer to persons and entities other than MCIm and BellSouth. Use of the term "third party" does not signify that any such person or entity is a party to this Agreement or has any contractual rights hereunder.

3. REQUIREMENTS

3.1 Scope of Attachment. BellSouth shall provide MCIm with equal and nondiscriminatory access to pole space, conduits, ducts, and rights-of-way on terms and conditions equal to those provided by BellSouth to itself or to any other telecommunications service provider. Further, BellSouth shall not withhold or delay

assignment of such facilities to MCIm because of the potential or forecasted needs of itself, its Affiliates or other parties.

3.2 Attachments and Occupancies Authorized by this Attachment. BellSouth shall issue one or more licenses to MCIm authorizing MCIm to attach facilities to BellSouth's owned or controlled poles and to place facilities within BellSouth's owned or controlled conduits, ducts or rights-of-way under the terms and conditions set forth in this Attachment, the Act and FCC rules and regulations.

3.2.1 Unless otherwise provided herein, authority to attach facilities to BellSouth's owned or controlled poles or to place facilities within BellSouth's owned or controlled conduits, ducts or rights-of-way shall be granted only in individual licenses granted under this Attachment and the placement or use of such facilities shall be determined in accordance with such licenses and procedures established in this Attachment.

3.2.2 MCIm agrees that its attachment of facilities to BellSouth's owned or controlled poles or occupancy of BellSouth's owned or controlled conduits, ducts or rights-of-way shall take place pursuant to the licensing procedures set forth herein, and BellSouth agrees that it shall not unreasonably withhold or delay issuance of such licenses.

3.2.3 MCIm may not sublease or otherwise authorize any third party to use any part of the BellSouth facilities licensed to MCIm under this Attachment, except that MCIm may lease its own facilities to third parties, or allow affiliates to overlash cables to MCIm cables.

3.3 Licenses. Subject to the terms and conditions set forth in this Attachment, BellSouth shall issue to MCIm one or more licenses authorizing MCIm to place or attach facilities in or to specified poles, conduits, ducts or rights-of-way owned or controlled by BellSouth located within this State on a first come, first served basis. BellSouth may deny a license application if BellSouth determines that the pole, conduit or duct space specifically requested by MCIm is necessary to meet BellSouth's present needs, or is licensed by BellSouth to another licensee, or is otherwise unavailable based on engineering concerns. BellSouth shall provide written notice to MCIm within a reasonable time, not to exceed 45 days, specifying in detail the reasons for denying MCIm's request. BellSouth shall have the right to designate the particular duct(s) to be occupied, the location and manner in which MCIm's facilities will enter and exit BellSouth's conduit system and the specific location and manner of installation for any associated equipment which is permitted by BellSouth to occupy the conduit system. Assignment of space on poles, in conduits or ducts and within rights-of-way will be granted by BellSouth on an equal basis to BellSouth, MCIm and other telecommunication service providers.

3.4 Access and Use of Rights-of-Way. BellSouth acknowledges that it is required by the Act and FCC rules and regulations to afford MCIm access to and use of

all associated rights-of-way to any sites where BellSouth's owned or controlled poles, manholes, conduits, ducts or other parts of BellSouth's owned or controlled conduit systems are located and any other BellSouth owned or controlled rights-of-way.

3.4.1 BellSouth shall provide MCIm with access to and use of such rights-of-way to the same extent and for the same purposes that BellSouth may access or use such rights-of-way, including, but not limited to, access for ingress, egress or other access and to construct, utilize, maintain, modify, and remove facilities for which pole attachment, conduit occupancy, or right-of-way use licenses have been issued, provided that any agreement with a third party under which BellSouth holds such rights expressly or impliedly grants BellSouth the right to provide such rights to others.

3.4.2 Where BellSouth notifies MCIm that a BellSouth agreement with a third party does not expressly or impliedly grant BellSouth the ability to provide such access and use rights to others, then, upon MCIm's request, BellSouth will use its best efforts to obtain the owner's consent and to otherwise secure such rights for MCIm. MCIm agrees to reimburse BellSouth for the reasonable and demonstrable costs incurred by BellSouth in obtaining such rights for MCIm.

3.4.3 In cases where a third party agreement does not grant BellSouth the right to provide access and use rights to others as contemplated in this Section 3 and BellSouth, despite its best efforts, is unable to secure such access and use rights for MCIm in accordance with Section 3.4.2 herein, or, in the case where MCIm elects not to invoke its rights under Sections 3.4.1 or 3.4.2 herein, MCIm shall be responsible for obtaining such permission to access and use such rights-of-way. BellSouth shall cooperate with MCIm in obtaining such permission and shall not prevent or delay any third party assignment of rights-of-way to MCIm.

3.4.4 Where BellSouth has any ownership or rights-of-way to buildings or building complexes, or within buildings or building complexes, BellSouth shall offer to MCIm through a license or other agreement:

3.4.4.1 The right to use any available space owned or controlled by BellSouth in the building or building complex to install MCIm equipment and facilities; and

3.4.4.2 Ingress and egress to such space.

3.5 Except to the extent required to meet the requirements of the Act and FCC rules and regulations, neither this Attachment nor any license granted hereunder shall constitute a conveyance or assignment of any of either Party's rights to use any public or private rights-of-way, and nothing contained in this Attachment or in any license granted hereunder shall be construed as conferring on one Party any right to interfere with the other Party's access to any such public or private rights-of-way.

3.6 No Effect on BellSouth's Right to Convey Property. Nothing contained in this Attachment or in any license issued hereunder shall in any way affect the right of BellSouth to convey to any other person or entity any interest in real or personal property, including any poles, conduit or ducts to or in which MCIm has attached or placed facilities pursuant to licenses issued under this Section provided however that BellSouth shall give MCIm reasonable advance written notice of such intent to convey, and further provided that BellSouth shall only convey the property subject to any licenses granted hereunder.

3.7 No Effect on BellSouth's Rights to Manage its Own Facilities. This Attachment shall not be construed as limiting or interfering with BellSouth's rights set forth below, except to the extent expressly provided by the provisions of this Attachment or licenses issued hereunder or under the Act or other applicable laws, rules or regulations:

3.7.1 To locate, relocate, move, replace, modify, maintain, and operate BellSouth's own facilities within BellSouth's conduits, ducts or rights-of way or any of BellSouth's facilities attached to BellSouth's poles at any time and in any reasonable manner which BellSouth deems appropriate to serve its customers, avail itself of new business opportunities, or otherwise meet its business needs; or

3.7.2 To enter into new agreements or arrangements with other persons or entities permitting them to attach or place their facilities to or in BellSouth's poles, conduits or ducts; provided, however, that such relocations, moves, replacements, modifications, maintenance and operations or new agreements or arrangements shall not substantially interfere with MCIm's pole attachment, conduit occupancy or right-of-way use or rights provided by licenses Issued pursuant to this Attachment.

3.8 No Effect on MCIm's Rights to Manage its Own Facilities. This Attachment shall not be construed as limiting or interfering with MCIm's rights set forth below, except to the extent expressly provided by the provisions of this Attachment or licenses issued hereunder or under the Act or other applicable laws, rules or regulations:

3.8.1 To locate, relocate, move, replace, modify, maintain, and operate its own facilities within BellSouth's conduits, ducts or rights-of-way or its facilities attached to BellSouth's poles at any time and in any reasonable manner which MCIm deems appropriate to serve its customers, avail itself of new business opportunities, or otherwise meet its business needs; or

3.8.2 To enter into new agreements or arrangements with other persons or entities permitting MCIm to attach or place its facilities to or in such other persons' or entities' poles, conduits or ducts, or rights-of-way; provided, however, that such relocations, moves, replacements, modifications, maintenance and operations or new agreements or arrangements shall not conflict with MCIm's obligations under this Attachment.

3.9 No Right to Interfere with Facilities of Others. The provisions of this Attachment or any license issued hereunder shall not be construed as authorizing either Party to this Attachment to rearrange or interfere in any way with any of the other Party's facilities, with the facilities of other persons or entities, or with the use of or access to such facilities by such other Party or such other persons or entities, except to the extent expressly provided by the provisions of this Attachment or any license issued hereunder or under the Act or other applicable laws, rules or regulations.

3.9.1 MCIm acknowledges that the facilities of persons or entities other than BellSouth and MCIm may be attached to or occupy BellSouth's poles, conduits, ducts and rights-of-way.

3.9.2 BellSouth shall not attach, or give permission to any third parties to attach facilities to, existing MCIm facilities without MCIm's prior written consent. If BellSouth becomes aware of any such unauthorized attachment to MCIm facilities, BellSouth shall use its best efforts to rectify the situation immediately.

3.9.3 With respect to facilities occupied by MCIm or the subject of an application for attachment by MCIm, BellSouth will give to MCIm at least sixty (60) days' written notice for conduit extensions or reinforcements, at least sixty (60) days' written notice for pole line extensions, at least sixty (60) days' written notice for pole replacements, and at least sixty (60) days' written notice of BellSouth's intention to construct, reconstruct, expand or place such facilities or of BellSouth's intention not to maintain or use any existing facility. Where BellSouth elects to abandon or remove BellSouth facilities the facilities will be offered to existng occupants on a first-in, first-right to maintain basis. The party first electing to exercise this option will be required to execute the appropriate agreement with BellSouth to transfer (purchase agreement) ownership from BellSouth to new party, subject to then-existing licenses pertaining to such facilities. If no party elects to maintain such facilities, all parties will be required to move their existing facilities within ninety (90) days. If an emergency or provision of an applicable joint use agreement requires BellSouth to construct, reconstruct, expand or replace poles, conduits or ducts occupied by MCIm or the subject of an application for attachment by MCIm, BellSouth will notify MCIm as soon as reasonably practicable of such proposed construction, reconstruction, expansion or replacement to enable MCIm, if it so desires, to request that a pole, conduit or duct of greater height or capacity be utilized to accommodate an anticipated facility need of MCIm.

3.10 Retired Cable. At MCI's expense, BellSouth shall remove any retired cable from conduit systems or pole systems to allow for the efficient use of conduit space or pole space within a reasonable period of time. BellSouth retains salvage rights on any cable removed. In order to safeguard its structures and facilities, BellSouth reserves the right to remove retired cables and is under no obligation to allow MCIm the right to remove such cables. Based on sound engineering judgement, there may be situations where it would not be feasible to remove retired cables.

3.11 BellSouth shall install inner-ducts to increase duct space in existing conduit as facilities permit. The full complement of inner-ducts will be installed that can be accommodated under sound engineering principles. The number of inner-ducts that can reasonably be installed will be determined by BellSouth. At MCIm's request, BellSouth shall allow MCIm to install the inner-duct.

3.12 Whenever BellSouth intends to modify or alter any poles, ducts, conduits or rights-of-way which contain MCIm's facilities, BellSouth shall provide at least sixty (60) days' advance written notification to MCIm of such action so that MCIm may have a reasonable opportunity to add to or modify MCIm's facilities. If MCIm adds to or modifies MCIm's facilities according to this Section 3.12, MCIm shall bear a proportionate share of the costs incurred by BellSouth in making such facilities accessible.

3.13 MCIm will not be required to bear any of the costs of rearranging or replacing its facilities, if such rearrangement or replacement is required as a result of an additional attachment or the modification of an existing attachment sought by any entity other than MCIm, including BellSouth.

3.14 Each Party shall exercise precaution to avoid damaging the facilities of the other Party and of others attached to Pole(s), Anchor(s), or occupying a Conduit System and shall make an immediate report to the Owner of the occurrence of any such damage caused by a Party's employees, agents or contractors.

4. FACILITIES AND LICENSES

4.1 Licenses Required. Before placing any facilities in BellSouth's conduits or ducts or attaching any facilities to BellSouth's poles, anchors or anchor/guy strands, MCIm must first apply for and receive a written license from BellSouth. BellSouth shall not unreasonably deny or delay issuance of any license and, in any event, BellSouth shall issue such license within twenty (20) business days from (a) after the determination has been made that make-ready work is not required; but no later than 45 days after BellSouth receives the application, which period shall exclude any time BellSouth is awaiting a response from MCIm, or (b) completion of make-ready work, if make-ready work is needed.

4.2 Provision of Records and Information to MCIm.

4.2.1 In order to obtain information regarding facilities, MCIm shall make a written request to BellSouth, identifying with reasonable specificity the geographic area for which facilities are required, the types and quantities of the required facilities and the required in-service date. In response to such request, BellSouth shall provide MCIm with information regarding the types, quantity and location (which may be provided by provision of route maps) and availability of BellSouth poles, conduit and right-of-way located within the geographic area specified by MCIm. Provision of information under the terms of this Section 4.2 shall include the right of MCIm employees or agents to inspect and copy engineering records or drawings which pertain to those facilities within the geographic area identified in MCIm's request. Such inspection and copying shall be done at a time mutually agreed upon by the Parties in the place listed in Exhibit 1 of this Attachment. The costs of producing and mailing copies of records, which are to be paid by MCIm, are on an individual case basis. The components which make up the total costs are actual:

1) Vendor costs based on the time spent researching reviewing and copying records (FL, GA, NC, SC only)

2) BellSouth employee costs based on the time spent reviewing vendor provided records (FL, GA, NC, SC only)

3) BellSouth employee costs based on the time spent researching, reviewing and copying records (AL, KY, LA, MS, TN only)

4) Copying costs.

5) Shipping costs

MCIm acknowledges that records and information provided by BellSouth pursuant to this Section may not reflect field conditions and that physical inspection is necessary to verify presence and condition of outside plant facilities and right of way. In providing such records and information, BellSouth will not be liable to MCIm or any third party for errors/omissions contained therein, unless such errors/omissions are caused by the gross negligence or willful misconduct of BellSouth or its agents or employees .

4.2.2 For any information that is readily available, BellSouth shall use its best efforts to produce said information within five (5) business days for requests to be viewed or picked up at record maintenance centers or twenty (20) business days (if mailed) of the written requests. MCIm may elect to be present at any field based survey of facilities identified pursuant to this paragraph and BellSouth shall provide MCIm at least forty-eight (48) hours' notice prior to initiating such

field survey. MCIm employees or agents shall be permitted to enter BellSouth manholes and inspect such structures to confirm usability and/or evaluate condition of the structure(s) with at least forty-eight (48) hours' notice to BellSouth, with a BellSouth representative present and at MCIm's expense.

4.3 Application Form and Fees. To apply for a license under this Attachment, MCIm shall submit {MCIm Language}-to BellSouth two (2) signed copies of an Application and Conduit Occupancy License form or an Application and Pole Attachment License form. {BellSouth Language}-submit (in the following order) the appropriate BellSouth administrative form(s) per Exhibit 2, (two (2) sets of each and either a route map specifically indicating MCIm desired route or engineered drawings are to be included):

1) requests for records for its own engineering purposes-optional
2) pre-license survey request for records investigation to be completed by BellSouth-optional
3) pre-license survey request for field inspection by BellSouth to determine availability of BellSouth facilities
4) make-ready estimate request
5) either (a) Application and Conduit Occupancy License or (b) Application and Pole Attachment License form depending on particular facilities requested.

MCIm shall submit with MCIm's license application a proposed or estimated construction schedule as set forth below in Section 6. BellSouth will process license applications in the order in which they are received; provided, however, that when MCIm has multiple applications on file with BellSouth, MCIm may designate its desired priority of completion of prelicense surveys and make-ready work with respect to all such applications.

4.3.1 Each application for a license under this Attachment shall specify the proposed route of MCIm's facilities and identify the conduits and ducts or poles and pole facilities along the proposed route in which MCIm desires to place or attach its facilities, and describe the physical size, weight and jacket material of the cable which MCIm desires to place in each conduit or duct or the number and type of cables, apparatus enclosures and other facilities which MCIm desires to attach to each pole.

4.3.2 Each application for a license under this Attachment shall be accompanied by a proposed (or estimated) construction schedule containing the information specified below in Section 6 herein, and an indication of whether MCIm will, at it's option, perform it's own make-ready work.

4.4 Processing Of Applications (Including Prelicense Surveys And Field Inspections)

4.4.1 MCIm's Priorities. When MCIm has multiple applications on file with BellSouth, MCIm shall designate its desired priority of completion of prelicense surveys and make-ready work with respect to all such applications.

4.4.2 Pre-license Survey. After MCIm has submitted its written application for a license, a pre-license survey (including a field inspection) will be performed by either Party, in the company of a representative of the other Party, as mutually agreed, to determine whether BellSouth's poles, anchors and anchor/guy strands, or conduit system, in their present condition, can accommodate MCIm's facilities, without substantially interfering with the ability of BellSouth or any other authorized person or entity to use or access the pole, anchor or anchor/guy strand or any portion of BellSouth's conduit system or facilities attached to BellSouth's pole or placed within or connected to BellSouth's conduit system. If MCIm gives its prior written consent in writing, the determination of duct availability may include the "rodding" of ducts at MCIm's expense.

If pre-license survey is to be conducted by BellSouth, BellSouth will provide Licensee with a cost, based on its review of Licensee's application request, to perform the pre-license survey. Upon MCIm's written acceptance of BellSouth's proposed charges, BellSouth shall schedule the survey as soon as reasonably possible in a nondiscriminatory manner on a first come first served basis at parity with BellSouth.

4.4.2.1 The purpose of the prelicense survey is to determine whether space is available for MCIm's proposed attachments or whether MCIm's proposed attachments to BellSouth's poles or occupancy of BellSouth's conduit and ducts will substantially interfere with use of BellSouth's facilities by BellSouth and others with facilities occupying, connected or attached to BellSouth's pole or conduit system, and to provide information to MCIm for its determination of whether the pole, anchor, anchor/guy strand, conduit, duct, or right-of-way is suitable for its use.

4.4.2.2 Based on information provided by BellSouth, MCIm shall determine whether BellSouth's pole, anchor, anchor/guy strand, conduit and duct facilities are suitable to meet MCIm's needs.

4.4.2.3 BellSouth may not unreasonably refuse to continue to process an application based on BellSouth's determination that MCIm's proposed use of BellSouth's facilities will not be in compliance with applicable requirements, specifications, rules, regulations, ordinances, and laws. MCIm shall be responsible for making its own, independent determination that its use of such facilities will be in compliance with such requirements, specifications, rules, regulations, ordinances and laws. MCIm acknowledges that BellSouth is not explicitly or implicitly warranting to MCIm that MCIm's proposed use of BellSouth's facilities will be in

compliance with applicable requirements, specifications, rules, regulations, ordinances, and laws.

4.6 Administrative Processing. The administrative processing portion of the prelicense survey (which includes, without limitation, processing the application, preparing make-ready work orders, notifying joint users and other persons and entities of work requirements and schedules, coordinating the relocation/rearrangement of BellSouth and/or other licensed facilities) will be performed by BellSouth at MCIm's expense. Anything to the contrary herein notwithstanding, BellSouth shall bear no responsibility for the relocation, rearrangement or removal of facilities used for the transmission or distribution of electric power.

4.7 Make Ready Work

4.7.1 If performed by BellSouth, make-ready work to accommodate MCIm's facilities shall be included in the normal work load schedule of BellSouth with construction responsibilities in the geographic areas where the relevant poles or conduit systems are located and shall not be entitled to priority, advancement, or preference over other work to be performed by BellSouth in the ordinary course of BellSouth's business.

4.7.2 If MCIm desires make-ready work to be performed on an expedited basis and BellSouth agrees to perform the work on such a basis, BellSouth shall recalculate the estimated make-ready charges. If MCIm accepts BellSouth's offer, MCIm shall pay such additional charges.

4.7.3 All charges for make-ready work performed by BellSouth are payable in advance, with the amount of any such advance payment to be due within sixty (60) days after receipt of an invoice from BellSouth. BellSouth shall send all invoices to MCIm via overnight courier. Within 24 hours of receipt of payment, BellSouth will schedule the make-ready work for completion.

4.7.4 In lieu of obtaining performance of make-ready work by BellSouth, MCIm at its option may perform the make-ready work itself or arrange for the performance of such work by a contractor. The party performing the work must be certified by BellSouth to work on or in its facilities. Certification shall be granted based upon reasonable and customary criteria employed by BellSouth in the selection of its own contract labor in accordance with FCC rules and regulations. Notwithstanding any other provisions of this Attachment, MCIm may not employ a contractor to accomplish make-ready work if BellSouth is likewise precluded from contractor selection under the terms of an applicable joint use agreement or collective bargaining agreement.

4.7.5 BellSouth will issue a license to MCIm at the time all make-ready

work necessary to MCIm's attachment or occupancy has been completed.

4.8 Assignment of Conduit, Duct and Pole Space. Within twenty (20) business days of receipt of MCIm's application, {BellSouth Language-after the determination that make-ready work is not required, but in no event later than 45 days after BellSouth receives MCIm's applicationwhich period shall exclude any time BellSouth is awaiting response from MCIm, or after completion of make-ready work. BellSouth shall approve the assignment of space for pole attachment and conduit occupancy. If no make-ready work is required, such assignment shall include a granting of the license. If make-ready work is to be performed by BellSouth, such assignment shall remain in effect until make-ready costs are presented to MCIm and approval by MCIm pursuant to the time frames herein stated. If MCIm approves BellSouth's make ready costs, MCIm shall have twelve (12) months from the date of assignment or sixty (60) days after completion of make-ready work by BellSouth, whichever time is later, to install its facilities. If MCIm rejects BellSouth's costs for make-ready work, but then elects to perform the make-ready work itself or through a contractor or if MCIm elects from the time of application to perform the make-ready work itself or through a contractor, MCIm shall install its facilities within twelve (12) months from the date of assignment. In the event MCIm does not install its facilities within the time frames set out in this Section 4.8, the assignment shall be void and such space shall become available.

4.9 Multiple Cables, Multiple Services, Lashing or Placing Additional Cables, and Replacement of Facilities. MCIm may include multiple cables in a single license application and multiple services (e.g., CATV and non-CATV services) may be provided by MCIm in the same cable sheath. MCIm's lashing additional cable to existing facilities of MCIm and placing additional cables in conduits or ducts already occupied by MCIm's facilities shall be permitted, and no additional fees will be applied unless otherwise specifically allowed by law; provided, however, that if MCIm desires to lash additional cable to existing facilities or place additional cables in conduits or ducts which are already occupied, or to replace existing facilities with new facilities substantially different from those described in licenses in effect, MCIm must apply for and acquire a new license specifically describing the physical size, weight and jacket material of the cable to be placed in BellSouth's conduits and ducts or the physical size, weight, and jacket type of cables and the size and weight of apparatus enclosures and other facilities to be attached to BellSouth's poles.

4.10 Single Point of Contact. Each Party hereby designates the employees named below as its single point of contact for any and all purposes of this Attachment, including, but not limited to, processing licenses and applications and providing records and information. Each Party may at any time designate a new point of contact by giving written notice of such change.

MCIm:

[Title of Single Point of Contact]

[Address, phone and fax]

BellSouth:

[Title of Single Point of Contact]
[Address, phone and fax]

4.11 Anything to the contrary herein notwithstanding, notification of an emergency condition which poses an immediate threat to life or property or substantially impairs provisioning of BellSouth's service shall be reported to BellSouth by contacting:

[BellSouth Point of Contact]
[Address, phone and fax]

5. ISSUANCE OF LICENSES

5.1 Obligation to Issue Licenses. BellSouth shall issue a license to MCIm pursuant to this Section 5. BellSouth and MCIm acknowledge that each application for a license shall be evaluated on an individual basis. Nothing contained in this Attachment shall be construed as abridging any independent pole attachment rights or conduit or duct access rights which MCIm may have under the provisions of any applicable federal or state laws or regulations governing access to BellSouth's poles, conduits and ducts. Each license issued hereunder shall be for an indefinite term, subject to MCIm's compliance with the provisions applicable to such license and further subject to MCIm's right to terminate such license at any time for any reason upon at least thirty (30) days' prior written notice.

5.2 Issuance of Licenses When No Make-Ready Work is Required. If BellSouth determines that no make-ready work is required, BellSouth shall approve applications for pole attachment and conduit occupancy licenses and issue such licenses within twenty (20) business days after the determination has been made that no make-ready work is required, but in no event later than 45 days after BellSouth receives MCIm's application.

5.3 Multiple Applications. MCIm acknowledges that multiple parties, including BellSouth, may seek to place their facilities in BellSouth's conduit and ducts at or about the same time, that the make-ready work required to prepare BellSouth's facilities to accommodate multiple applicants may differ from the make-ready work required to accommodate a single applicant, that issues relating to the proper apportionment of costs arise in multi-applicant situations that do not arise in single-applicant situations, and that cooperation and negotiations between all applicants and BellSouth may be necessary to resolve disputes involving multiple applications for permission to place facilities in/on the same pole, conduit, duct, or right-of-way.

5.3.1 All applications will be processed on a first-come, first served basis.

5.4 Agreement to Pay for All Make-Ready Work Completed. MCIm's submission of written authorization for make-ready work shall also constitute MCIm' s agreement to pay additional cost-based charges, if any, for completed make-ready work.

5.5 Payments to Others for Expenses Incurred in Transferring or Arranging Their Facilities. MCIm shall make arrangements with the owners of other facilities located in or connected to BellSouth's conduit system or attached to BellSouth's poles, anchors or anchor/guy strands regarding reimbursement for any expenses incurred by them in transferring or rearranging their facilities to accommodate the placement or attachment of MCIm's facilities in or to BellSouth's structures.

5.6 Make-Ready Work on an Expedited Basis.

5.6.1 **If MCIm is willing to authorize BellSouth to perform make-ready work on an expedited basis, and if BellSouth agrees to perform the work on such a basis, BellSouth shall recalculate the estimated make-ready charges. If MCIm accepts BellSouth's offer, upon completion of the make-ready work MCIm shall pay such additional charges, if any.**

{BellSouth Language}-All charges for make-ready work performed by BellSouth are payable in advance, with the amount of any such advance payment to be due within sixty (60) days after receipt of an invoice from BellSouth. Upon receipt of payment, BellSouth will schedule the work for completion.

5.7 License. When MCIm's application for a pole attachment or conduit occupancy license is approved, and all required make-ready work completed, BellSouth will execute and return a signed authorization to MCIm, as appropriate, authorizing MCIm to attach or place the specified facilities on BellSouth's poles or in BellSouth's conduit or ducts.

5.7.1 Each license issued under this Attachment shall authorize MCIm to attach to BellSouth's poles or place or maintain in BellSouth's conduit or ducts only those facilities specifically described in the license, and no others.

5.7.2 Except as expressly stated to the contrary in individual licenses issued hereunder, each license issued pursuant to this Attachment shall incorporate all terms and conditions of this Attachment whether or not such terms or conditions are expressly incorporated by reference on the face of the license itself. In the event of a conflict between the provisions of such license and this Attachment, the provisions of this Attachment shall control.

6. CONSTRUCTION OF MCIm's FACILITIES

6.1 Construction Schedule. MCIm shall submit with MCIm's license application a proposed or estimated construction schedule. Promptly after the issuance of a license permitting MCIm to attach facilities to BellSouth's poles or place facilities in BellSouth's conduit or ducts, MCIm shall provide BellSouth with an updated construction schedule and shall thereafter keep BellSouth informed of significant anticipated changes in the construction schedule. Construction schedules required by this Attachment shall include, at a minimum, the following information:

6.1.1 The name, title, business address, and business telephone number of the manager responsible for construction of the facilities;

6.1.2 The names of each contractor and subcontractor which will be involved in the construction activities;

6.1.3 The estimated dates when construction will begin and end; and

6.1.4 The approximate dates when MCIm or persons acting on MCIm's behalf will be performing construction work in connection with the placement of MCIm's facilities in BellSouth's conduit or ducts.

6.2 Additional Pre-construction Procedures for Facilities Placed in Conduit System. The following procedures shall apply before MCIm places facilities in BellSouth's conduit system:

6.2.1 MCIm shall give written notice of the type of facilities which are to be placed; and

6.2.2 BellSouth shall designate the particular duct or ducts or inner ducts (if available) to be occupied by MCIm's facilities, the location and the manner in which MCIm's facilities will enter and exit BellSouth's conduit system, and the specific location and manner of installation of any associated equipment which is permitted by BellSouth to occupy the conduit system. MCIm may not occupy a duct other than the specified duct without the express written consent of BellSouth. BellSouth shall provide to MCIm space in manholes for racking and storage of up to fifty (50) feet of cable, provided space is available.

6.3 BellSouth Not Responsible for Constructing or Placing Facilities. BellSouth shall have no obligation under this Attachment to construct any facilities for MCIm or to attach MCIm's facilities to, or place MCIm's facilities in, BellSouth's poles or conduit system, except as may be necessary to facilitate the interconnection of unbundled network elements or except to the extent expressly provided under this Attachment, any license issued hereunder, or by the Telecommunications Act of 1996 or any applicable law.

6.4 MCIm Responsible for Constructing, Attaching and Placing Facilities. Except where otherwise mutually agreed by MCIm and BellSouth, MCIm shall be responsible for constructing its own facilities and attaching those facilities to, or placing them in BellSouth's poles, conduit or ducts, at MCIm's sole cost and expense. MCIm shall be solely responsible for paying all persons and entities who provide materials, labor, access to real or personal property, or other goods or services in connection with the construction and placement of MCIm's facilities and for directing the activities of all persons acting on MCIm's behalf while they are physically present on BellSouth's pole, in any part of BellSouth's conduit system or in the vicinity of BellSouth's poles or conduit system. MCIm's facilities attached to BellSouth poles shall be plainly identified with MCIm's name firmly affixed at each pole by a permanent tag that meets industry standards.

6.5 Compliance with Applicable Standards, Health and Safety Requirements, and Other Legal Requirements. MCIm shall construct its facilities in accordance with the provisions of this Attachment and all licenses issued hereunder.

6.5.1 MCIm shall not permit any person acting on MCIm's behalf to perform any work on BellSouth's poles or within BellSouth's conduit system without first verifying, to the extent practicable, on each date when such work is to be performed, that the condition of the pole or conduit system is suitable for the work to be performed. If MCIm or any person working on MCIm's behalf determines that the condition of the pole or conduit system is not suitable for the work to be performed, MCIm shall notify BellSouth of the condition of the pole or conduit system in question and shall not proceed with construction activities until MCIm is satisfied that the work can be safely performed.

6.6 Construction Notices. If requested to do so, MCIm shall provide BellSouth with information to reasonably assure BellSouth that construction has been performed in accordance with all applicable standards and requirements.

6.7 Manhole and Conduit Break-Outs. MCIm shall be permitted to add conduit ports to BellSouth manholes when existing conduits do not provide the pathway connectivity needed by MCIm, provided the structural integrity of the manhole is maintained, and sound engineering judgment is employed.

6.8 Completion of Licensee Construction. For each Licensee Attachment to or occupancy within BellSouth facilities, Licensee will provide to BellSouth's single-point of contact within sixty (60) days of Licensee construction-complete date a complete set of actual placement drawings for posting to BellSouth records.

7. REQUIREMENTS AND SPECIFICATIONS

7.1 Published Standards Incorporated in this Attachment by Reference. MCIm agrees that its facilities shall be placed, constructed, maintained, repaired, and

removed in accordance with current (as of the date when such work is performed) editions of the following publications, each of which is incorporated by reference as part of this Attachment:

7.1.1 The Blue Book Manual of Construction Procedures, Special Report SR-TAP-001421, published by Bell Communications Research, Inc. ("Bellcore"), and sometimes referred to as the "Blue Book";

7.1.2 The National Electrical Code ("NEC"); and

7.1.3 The National Electrical Safety Code ("NESC").

7.2 Changes in Published Standards. MCIm agrees to rearrange its facilities in accordance with changes in the standards published in the publications specified in Section 7.1 of this Attachment if required by law to do so or upon the mutual agreement of the Parties.

7.3 Additional Electrical Design Specifications. MCIm agrees that, in addition to specifications and requirements referred to in Section 7.1 above, MCIm's facilities placed in BellSouth's conduit system shall meet all of the following electrical design specifications:

7.3.1 No facility shall be placed in BellSouth's conduit system in violation of FCC rules and regulations.

7.3.2 MCIm's facilities placed in BellSouth's conduit system shall not be designed to use the earth as the sole conductor for any part of MCIm's circuits.

7.3.3 MCIm's facilities carrying more than 50 volts AC (rms) to ground or 135 volts DC to ground shall be enclosed in an effectively grounded sheath or shield.

7.3.4 No coaxial cable of MCIm shall occupy a conduit system containing BellSouth's cable unless such cable of MCIm meets the voltage limitations of Article 820 of the National Electrical Code.

7.3.5 MCIm's coaxial cable may carry continuous DC voltages up to 1800 volts to ground where the conductor current will not exceed one-half amperes and where such cable has two (2) separate grounded metal sheaths or shields and a suitable insulating jacket over the outer sheath or shield. The power supply shall be so designed and maintained that the total current carried over the outer sheath shall not exceed 200 micro amperes under normal conditions. Conditions which would increase the current over this level shall be cleared promptly.

7.3.6 Neither Party shall circumvent the other Party's corrosion mitigation

measures. Each Party's new facilities shall be compatible with the other Party's facilities so as not to damage any facilities of the other Party by corrosion or other chemical reaction.

7.4 Additional Physical Design Specifications. MCIm's facilities placed in BellSouth's conduit system must meet all of the following physical design specifications:

7.4.1 Cables bound or wrapped with cloth or having any kind of fibrous coverings or impregnated with an adhesive material shall not be placed in BellSouth's conduit or ducts.

7.4.2 The integrity of BellSouth's conduit system and overall safety of BellSouth's personnel and other personnel working in BellSouth's conduit system requires that "dielectric cable" be required when MCIm's cable facility utilizes an alternative duct or route that is shared in the same trench by any current carrying facility of a power utility.

7.4.3 New construction splices in MCIm's fiber optic and twisted pair cables shall be located in manholes, pull boxes or handholes.

7.5 Additional Specifications Applicable to Connections. The following specifications apply to connections of MCIm's conduit to BellSouth's conduit system:

7.5.1 MCIm will be permitted to connect its conduit or duct only at the point of a BellSouth manhole. No attachment will be made by entering or breaking into conduit between manholes. All necessary work to install MCIm facilities will be performed by MCIm or its contractor at MCIm's expense. In no event shall MCIm or its contractor "core bore" or make any other modification to BellSouth manhole(s) without the prior written approval of BellSouth, which approval will not be unreasonably delayed or withheld.

7.5.2 BellSouth may monitor, at MCIm's expense, the entrance and exit of MCIm's facilities into BellSouth's manholes and the placement of MCIm's facilities in BellSouth's manholes.

7.5.3 If MCIm constructs or utilizes a duct connected to BellSouth's manhole, the duct and all connections between that duct and BellSouth's manhole shall be sealed, to the extent practicable, to prevent the entry of gases or liquids into BellSouth's conduit system. If MCIm's duct enters a building, it shall also be sealed where it enters the building and at all other locations necessary to prevent the entry of gases and liquids from the building into BellSouth's conduit system.

7.6 Requirements Relating to Personnel, Equipment, Material, and Construction Procedures Generally. Duct clearing, rodding or modifications required to grant MCIm access to BellSouth's conduit systems may be performed by BellSouth at

MCIm's expense at charges which represent BellSouth's actual costs. Alternatively, at MCIm's option, such work may be performed by MCIm or a contractor provided that the entity performing the work demonstrates compliance with BellSouth certification requirements, which certification requirements shall be consistent with FCC rules and regulations. The Parties acknowledge that MCIm, its contractors, and other persons acting on MCIm's behalf will perform work for MCIm (e.g., splicing MCIm's facilities) within BellSouth's conduit system. MCIm represents and warrants that neither MCIm nor any person acting on MCIm's behalf shall permit any person to climb or work on or in any of BellSouth's poles or to enter BellSouth's manholes or work within BellSouth's conduit system unless such person has the training, skill, and experience required to recognize potentially dangerous conditions relating to pole or the conduit systems and to perform the work safely.

7.6.1 MCIm's facilities within BellSouth's conduit system shall be constructed, placed, rearranged, modified, and removed upon receipt of a license specified in Section 5 herein. However, no such license will be required for the inspection, maintenance, repair or non-physical modifications of MCIm's facilities.

7.6.2 "Rodding" or clearing of ducts in BellSouth's conduit system shall be done only when specific authorization for such work has been obtained in advance from BellSouth, which authorization shall not be unreasonably delayed or withheld. The Parties agree that such rodding or clearing shall be performed according to existing industry standards and practices. MCIm may perform such work itself or may contract with BellSouth for performance of such work or, at MCIm's option, with a contractor provided that the entity performing the work demonstrates compliance with BellSouth certification requirements which certification requirements shall be consistent with FCC rules and regulations.

7.6.3 Personnel performing work on BellSouth's or MCIm's behalf in BellSouth's conduit system shall not climb on, step on, or otherwise disturb the other Party's or any third party's cables, air pipes, equipment, or other facilities located in any manhole or other part of BellSouth's conduit system.

7.6.4 Personnel performing work on BellSouth's or MCIm's behalf within BellSouth's conduit system, including any manhole, shall, upon completing their work, make reasonable efforts to remove all tools, unused materials, wire clippings, cable sheathing and other materials brought by them to the work site.

7.6.5 All of MCIm's facilities shall be firmly secured and supported in accordance with Bellcore and industry standards.

7.6.6 MCIm's facilities shall be plainly identified with MCIm's name in each manhole with a firmly affixed permanent tag that meets standards set by BellSouth for its own facilities.

7.6.7 Manhole pumping and purging required in order to allow MCIm's

work operations to proceed shall be performed by MCIm or its contractor in compliance with the requirements of Exhibit B to this Attachment, and with all regulations and standards established by the United States Environmental Protection Agency and by any applicable state or local environmental regulators. Exhibit B will be changed as required by changes in Applicable Law, or by mutual agreement of the Parties. Either Party desiring to make other changes to Exhibit B may invoke the dispute resolution procedures of Part A of this Agreement if the Parties are not able to agree on such changes. BellSouth may not use its own practices as a method of applying rules to MCIm which are more onerous than those which it applies to itself. BellSouth remains bound by its obligations as an incumbent LEC under applicable federal and state law.

7.6.8 Planks or other types of platforms shall not be installed using cables, pipes or other equipment as a means of support. Platforms shall be supported only by cable racks.

7.6.9 Any leak detection liquid or device used by MCIm or personnel performing work on MCIm's facilities within BellSouth's conduit system shall be of a type approved by BellSouth or Bellcore.

7.6.10 When MCIm or personnel performing work on MCIm's behalf are working within or in the vicinity of any part of BellSouth's poles or conduit system which is located within, under, over, or adjacent to streets, highways, alleys or other traveled rights-of-way, MCIm and all personnel performing work on MCIm's behalf shall follow procedures which MCIm deems appropriate for the protection of persons and property. MCIm shall be responsible, at all times, for determining and implementing the specific steps required to protect persons and property at the site. MCIm will provide all traffic control and warning devices required to protect pedestrian and vehicular traffic, workers and property from danger. MCIm has sole responsibility for the safety of all personnel performing work on MCIm's behalf, for the safety of bystanders, and for insuring that all operations conform to current OSHA regulations and all other governmental rules, ordinances or statutes. BellSouth reserves the right to suspend MCIm's activities on, in or in the immediate vicinity of BellSouth's poles or conduit system if, in BellSouth's reasonable judgment, any hazardous condition arises due to the activity (including both acts and omissions) of MCIm or any personnel performing work on MCIm's behalf, which suspension shall cease when the condition has been rectified.

7.6.11 Except for protective screens, no temporary cover shall be placed by MCIm or personnel performing work on MCIm's behalf over an open manhole unless it is at least four feet (4') above the surface level of the manhole opening.

7.6.12 Smoking or the use of any open flame is prohibited in BellSouth's manholes, in any other portion of BellSouth's conduit system, or within ten feet (10') of any open manhole entrance; provided that this provision will not prohibit

the use of spark producing tools such as electric drills, fusion splicers, etc.

7.6.13 Artificial lighting, when required, will be provided by MCIm. Only explosion-proof lighting fixtures shall be used.

7.6.14 Neither MCIm nor personnel performing work on MCIm's behalf shall allow any combustible gas, vapor, liquid, or material to accumulate in BellSouth's conduit system, including any manhole, during work operations performed within or in the vicinity of BellSouth's conduit system.

7.6.15 MCIm will abide by any laws, regulations or ordinances regarding the use of spark producing tools, equipment or devices in BellSouth's manholes, in any other portions of BellSouth's conduit system, or within ten feet (10') of any open manhole opening. This includes, but is not limited to, such tools as electric drills and hammers, meggers, breakdown sets, and induction sets.

7.7 Opening of Manholes. The following requirements apply to the opening of BellSouth's manholes and the authority of BellSouth personnel present when work on MCIm's behalf is being performed within or in the vicinity of BellSouth's conduit system.

7.7.1 BellSouth's manholes shall be opened only as permitted by BellSouth's authorized employees or agents, which permission shall not be unreasonably denied or delayed.

7.7.2 MCIm shall notify BellSouth forty-eight (48) hours in advance of any routine work operation requiring entry into any of BellSouth's manholes.

7.7.3 MCIm shall be responsible for obtaining any necessary authorization from appropriate authorities to open manholes for conduit work operations therein.

7.7.4 BellSouth's authorized employee or agent shall not direct or control the conduct of MCIm's work at the work site. The presence of BellSouth's authorized employee or agent at the work site shall not relieve MCIm or personnel performing work on MCIm's behalf of their responsibility to conduct all work operations within BellSouth's conduit system in a safe and workmanlike manner.

7.7.5 Although BellSouth's authorized employee or agent shall not direct or control the conduct of MCIm's work at the work site, BellSouth's employee or agent shall have the authority to suspend MCIm's work operations within BellSouth's conduit system if, in the reasonable discretion of such BellSouth employee or agent, it appears that any hazardous conditions arise or any unsafe practices are being followed by MCIm or personnel performing work on MCIm's behalf.

7.8 OSHA Compliance: Notice to BellSouth of Unsafe Conditions. MCIm agrees that:

7.8.1 Its facilities shall be constructed, placed, maintained, repaired, and removed in accordance with the Occupational Safety and Health Act ("OSHA") and all rules and regulations promulgated thereunder;

7.8.2 All persons acting on MCIm's behalf, including, but not limited to, MCIm's employees, agents, contractors, and subcontractors shall, when working on or within BellSouth's poles or conduit system, comply with OSHA and all rules and regulations thereunder;

7.8.3 MCIm shall establish appropriate procedures and controls to assure compliance with all requirements of this Attachment; and

7.8.4 MCIm, and any person acting on MCIm's behalf, may report unsafe conditions on, in or in the vicinity of BellSouth's poles or conduit system to BellSouth.

7.9 Compliance with Environmental Laws and Regulations. MCIm acknowledges that, from time to time, environmental contaminants may enter BellSouth's conduit system and accumulate in manholes or other conduit facilities and that certain conduits (transite) are constructed with asbestos-containing materials. If BellSouth has knowledge of the presence of such contaminants in a conduit for which MCIm has applied for or holds a license, BellSouth will promptly notify MCIm of such fact. In addition, upon request by MCIm, BellSouth shall provide MCIm with information pertaining to any environmental inspections it has performed on rights-of-way, conduits, and pole attachments for which MCIm has applied for or holds a license. Notwithstanding any of BellSouth's notification requirements in this Attachment, MCIm acknowledges that some of BellSouth's conduit may be fabricated from asbestos-containing materials. Such conduit is generally marked with a designation of "C Fiber Cement Conduit," "Transite," or "Johns-Manville." Unless sampling or manufacturer's certification proves otherwise, MCIm will presume that all conduit not fabricated of plastic, tile, or wood is asbestos-containing and will handle it pursuant to all applicable regulations relating to worker safety and protection of the environment. BellSouth makes no representations to MCIm or personnel performing work on MCIm's behalf that BellSouth's conduit system or any specific portions thereof will be free from environmental contaminants at any particular time. The acknowledgments and representations set forth in the two preceding sentences are not intended to relieve BellSouth of any liability which it would otherwise have under applicable law for the presence of environmental contaminants in its conduit facilities. MCIm agrees to comply with the following provisions relating to compliance with environmental laws and regulations:

7.9.1 MCIm's facilities shall be constructed, placed, maintained, repaired,

and removed in accordance with all applicable federal, state, and local environmental statutes, ordinances, rules, regulations, and other laws, including, but not limited to, the Resource Conservation and Recovery Act (42 U.S.C. §§9601 et seq.), the Toxic Substance Control Act (15 U.S.C. §§2601-2629), the Clean Water Act (33 U.S.C. §§1251 et seq.), and the Safe Drinking Water Act (42 U.S.C. §§300f-300j).

7.9.2 All persons acting on MCIm's behalf, including, but not limited to, MCIm's employees, agents, contractors, and subcontractors, shall, when working on, within or in the vicinity of BellSouth's poles or conduit system, comply with all applicable federal, state, and local environmental laws, including, but not limited to, all environmental statutes, ordinances, rules, and regulations.

7.9.3 MCIm shall establish appropriate procedures and controls to assure compliance with all requirements of this Section 7.9.

7.9.4 MCIm and all personnel performing work on MCIm's behalf shall comply with such standards and practices as BellSouth and MCIm may from time to time mutually agree to adopt to comply with environmental laws and regulations. Pursuant to Exhibit B, neither MCIm nor BellSouth nor personnel performing work on either Party's behalf shall discharge water or any other substance from any BellSouth manhole or other conduit facility onto public or private property, including any storm water drainage system, without first testing such water or substance for contaminants in accordance with mutually agreed standards and practices and determining that such discharge would not violate any environmental law, create any environmental risk or hazard, or damage the property of any person. Proper handling and disposal of any waste material from a BellSouth manhole by MCIm or its contractor shall be the responsibility of MCIm. No such waste material shall be deposited on BellSouth premises for storage or disposal. BellSouth may not use its practices as a method of applying rules to MCIm which are more onerous than those which it applies to itself. BellSouth remains bound by its obligations as an incumbent LEC under applicable federal and state law.

7.10 Compliance with Other Governmental Requirements. MCIm agrees that its facilities attached to BellSouth's facilities shall be constructed, placed, maintained, and removed in accordance with the ordinances, rules, and regulations of any governing body having jurisdiction over the subject matter. MCIm shall comply with all applicable statutes, ordinances, rules, regulations and other laws requiring the marking and lighting of aerial wires, cables and other structures to ensure that such wires, cables and structures are not a hazard to aeronautical navigation. MCIm shall establish appropriate procedures and controls to assure such compliance.

7.11 Differences in Standards or Specifications. To the extent that there may be differences in any applicable standards or specifications referred to in this Section 7,

the most stringent standard or specification shall apply.

7.12 MCIm Solely Responsible for the Condition of Its Facilities. MCIm shall be responsible at all times for the condition of its facilities and its compliance with the requirements, specifications, rules, regulations, ordinances, and laws specified in this Section 7. In this regard, BellSouth shall have no duty to MCIm to inspect or monitor the condition of MCIm's facilities (including, but not limited to, splices and other facilities connections) located within BellSouth's conduit and ducts or any attachment of MCIm's facilities to BellSouth's poles, anchors, anchor/guy strands or other pole facilities. BellSouth may, however, conduct such inspections and audits of its poles and conduit system as BellSouth determines reasonable or necessary. Such inspection and audits shall be conducted at BellSouth's expense with the exception of (a) follow-up inspection to confirm remedial action after an observed MCIm violation of the requirements of this Attachment; and (b) inspection of MCIm facilities in compliance with a specific mandate of appropriate governmental authority for which inspections the cost shall be borne by MCIm. Either Party may audit the other Party's compliance with the terms of this Section 7.12. Observed safety hazards or imminent facility failure conditions of any party shall be reported to the affected party where such party can be readily identified.

7.13 Efficient Use of Conduit. BellSouth will install inner-ducts to increase duct space in existing conduit as facilities permit. The full complement of inner-ducts will be installed which can be accommodated under sound engineering principles. The number of inner-ducts which can reasonably be installed will be determined by BellSouth, pursuant to such engineering principles.

8. ADDITIONAL LEGAL REQUIREMENTS

8.1 Licenses granted under this Attachment authorize MCIm to place facilities in, or attach facilities to, poles, conduits and ducts owned or controlled by BellSouth but do not affect the rights of landowners to control terms and conditions of access to their property.

8.2 MCIm agrees that neither MCIm nor any persons acting on MCIm's behalf, including, but not limited to, MCIm's employees, agents, contractors, and subcontractors, shall engage in any conduct which damages public or private property in the vicinity of BellSouth's poles or conduit system, interferes in any way with the use or enjoyment of public or private property except as expressly permitted by the owner of such property, or creates a hazard or nuisance on such property, including, but not limited to, a hazard or nuisance resulting from any abandonment or failure to remove MCIm's facilities or any construction debris from the property, failure to erect warning signs or barricades as may be necessary to give notice to others of unsafe conditions on the premises while work performed on MCIm's behalf is in progress, or failure to restore the property to a safe condition after such work has been completed.

8.3 Required Permits, Certificates and Licenses. MCIm shall be responsible

for obtaining any additional building permits or certificates from governmental authorities necessary to construct, operate, maintain and remove its facilities on public or private property.

8.3.1 MCIm shall not attach or place its facilities to or in BellSouth's poles, conduit or duct located on any property for which it or BellSouth has not first obtained all required authorizations.

8.3.2 BellSouth shall have the right to request evidence that all appropriate authorizations have been obtained; provided, however, that such request shall not delay BellSouth's prelicense survey work.

8.4 Lawful Purposes. All facilities placed by MCIm in BellSouth's conduit and ducts or on BellSouth's poles, anchors or anchor/guy strands must serve a lawful purpose and the uses made of MCIm's facilities must comply with all applicable federal, state, and local laws and with all federal, state, and local regulatory rules, regulations, and requirements.

9. USE AND ROUTINE MAINTENANCE OF MCIm's FACILITIES

9.1 Use of MCIm's Facilities. Each license granted under this Attachment authorizes MCIm to have access to MCIm's facilities on or in BellSouth's poles, conduits and ducts as needed for the purpose of serving MCIm's customers, including, but not limited to, powering electronics, monitoring facilities, or transporting signaling.

9.2 Routine Maintenance of MCIm's Facilities. Each license granted under this Attachment authorizes MCIm to engage in routine maintenance of MCIm's facilities located on or in BellSouth's poles, conduits, ducts and rights-of-way pursuant to such license. MCIm shall give reasonable notice to the affected public authority or private landowner, as appropriate, before commencing the construction or installation of its attachments or making any material alterations thereto. MCIm shall give reasonable notice to BellSouth before performing any work, whether or not of a routine nature, in BellSouth's conduit system.

9.3 MCIm Responsible for Maintenance of MCIm's Facilities. MCIm shall maintain its facilities in accordance with the provisions of this Attachment, including, but not limited to, all requirements set forth above in Section 5 herein, and all licenses issued hereunder. MCIm shall be solely responsible for paying all persons and entities who provide materials, labor, access to real or personal property, or other goods or services in connection with the maintenance of MCIm's facilities and for directing the activities of all persons acting on MCIm's behalf while they are physically present on BellSouth's poles, within BellSouth's conduit system or in the immediate vicinity of such poles or conduit system.

9.4 BellSouth Not Responsible for Maintaining MCIm's Facilities. BellSouth shall have no obligation to maintain any facilities which MCIm has attached or connected to,

or placed in, BellSouth's poles, conduits, ducts or any portion of BellSouth's conduit system, except to the extent expressly provided by the provisions of this Attachment or any license issued hereunder, or by the Act or other applicable federal, state, or local laws, rules or regulations.

9.5 Information Concerning the Maintenance of MCIm's Facilities. Promptly after the issuance of a license permitting MCIm to attach facilities to, or place facilities in BellSouth's poles, conduits or ducts, MCIm shall provide BellSouth with the name, title, business address, and business telephone number of the manager responsible for routine maintenance of MCIm's facilities, and shall thereafter notify BellSouth of changes to such information. The manager responsible for routine maintenance of MCIm's facilities shall, on BellSouth's request, identify any contractor, subcontractor, or other person performing maintenance activities on MCIm's behalf at a specified site and shall, on BellSouth's request, provide such additional documentation relating to the maintenance of MCIm's facilities as reasonably necessary to demonstrate that MCIm and all persons acting on MCIm's behalf are complying with the requirements of this Attachment and licenses issued hereunder.

9.6 Identification of Personnel Authorized to Have Access to MCIm's Facilities. All personnel authorized to have access to MCIm's facilities shall, while working on BellSouth's poles, in its conduit system or ducts or in the vicinity of such poles, ducts or conduit systems, carry with them suitable identification and shall, upon the request of any BellSouth employee, produce such identification.

10. MODIFICATION AND REPLACEMENT OF MCIm's FACILITIES

10.1 Notification of Planned Modification or Replacement of Facilities. MCIm shall, when practicable, notify BellSouth in writing at least sixty (60) days before adding to, relocating, replacing or otherwise modifying its facilities attached to a BellSouth pole, anchor or anchor/guy strand or located in any BellSouth conduit or duct. The notice shall contain sufficient information to enable BellSouth to determine whether the proposed addition, relocation, replacement, or modification is permitted under MCIm's present license or requires a new or amended license.

10.2 New or Amended License Required. A new or amended license will be required if the proposed addition, relocation, replacement, or modification:

10.2.1 requires that MCIm use additional space on BellSouth's poles or in its conduits or ducts, including, but not limited to, any additional ducts, inner-ducts, or substantial space in any handhole or manhole, on either a temporary or permanent basis; or

10.2.2 results in the size or location of MCIm's facilities on BellSouth's poles or in its conduit or ducts being appreciably different from those described and authorized in MCIm's then existing license (e.g., different duct or size increase causing a need to re-calculate storm loadings, guying, or pole class).

11. REARRANGEMENT OF FACILITIES AT THE REQUEST OF ANOTHER

11.1 Make-Ready Work at the Request of MCIm. If, prior to the issuance of a license, MCIm determines that any pole, anchor, anchor/guy strand, conduit or duct is inadequate to accommodate MCIm's proposed pole attachment or conduit occupancy or that it will be necessary or desirable for BellSouth or any other person or entity to rearrange existing facilities or structures to accommodate MCIm, MCIm shall promptly advise BellSouth of the make-ready work it believes necessary to enable the accommodation of MCIm's facilities.

11.1.1 BellSouth shall determine, in the exercise of sound engineering judgment, whether or not such make-ready work is necessary or possible. In determining whether make-ready work is necessary, BellSouth shall endeavor to minimize its costs. If it is determined that such make-ready work is required, within twenty (20) business days of such determination, BellSouth shall provide MCIm with the estimated costs for make-ready work and a make-ready due date.

11.1.2 MCIm shall be solely responsible for negotiating with persons or entities other than BellSouth for the rearrangement of such persons' or entities' facilities or structures and, except where such rearrangement is for the benefit of BellSouth and/or other licensees as well as MCIm, shall be solely responsible for paying all charges attributable to the rearrangement of such facilities; provided, however, that if facilities rearrangements require new licenses from BellSouth, BellSouth shall issue such licenses in conjunction with the issuance of the applied-for license to MCIm.

11.2 Rearrangement of MCIm's Facilities at BellSouth's or Another Entity's Request. MCIm acknowledges that, from time to time, it may be necessary or desirable for BellSouth to change out poles, relocate, reconstruct, or modify portions of its conduit system or rearrange facilities contained therein or connected thereto and that such changes may be necessitated by BellSouth's business needs or by an authorized application or license of another entity seeking access to BellSouth's poles, conduit systems, ducts and/or rights-of-way. MCIm agrees that MCIm will, upon BellSouth's request, and at BellSouth's expense, but at no cost to MCIm, participate with BellSouth and other licensees in the relocation, reconstruction, or modification of BellSouth's conduit system or facilities rearrangement. MCIm acknowledges that, from time to time, it may be necessary or desirable for BellSouth to change out poles, relocate, reconstruct, or modify portions of its conduit system or rearrange facilities contained therein or connected thereto as a result of an order by a municipality or other governmental authority. MCIm shall, upon BellSouth's request, participate with BellSouth and other licensees in the relocation, reconstruction, or modification of BellSouth's conduit system or facilities rearrangement and pay its proportionate share of any costs of such relocation, reconstruction, or modification that are not reimbursed by such municipality or governmental authority.

11.2.1 MCIm shall make all rearrangements of its facilities within such period of time as is jointly deemed reasonable by the Parties based on the amount of rearrangements necessary and a desire to minimize chances for service interruption or facility-based service denial to an MCIm customer.

11.2.2 If MCIm fails to make the required rearrangements within the time prescribed in Section 11.2.1 herein or within such extended periods of time as may be granted by BellSouth in writing, BellSouth may perform such rearrangements with written notice to MCIm, and MCIm shall reimburse BellSouth for actual costs and expenses incurred by BellSouth in connection with the rearrangement of MCIm's facilities; provided, however, that nothing contained in this Attachment or any license issued hereunder shall be construed as requiring MCIm to bear any expenses which, under the Act or other applicable federal or state laws, rules or regulations, are to be allocated to persons or entities other than MCIm; and provided further, however, that MCIm shall have no responsibility for rearrangement costs and expenses relating to rearrangements performed for the purpose of meeting BellSouth's business needs or the business needs of any other licensee/joint user.

12. EMERGENCY REPAIRS AND POLE REPLACEMENTS

12.1.1 In the event of an emergency, restoration procedures may be affected by the presence of Carrier facilities in or on BellSouth structures. While BellSouth maintains no responsibility for the repair of damaged Carrier facilities (except under a special maintenance contract), it must nonetheless control access to structures if restoration of affected facilities is to be achieved in an orderly fashion.

12.1.2. When an emergency situation arises which necessitates Carrier access to a manhole, Carrier should call BellSouth's Access Customer Advocate Center (ACAC) or the Unbundled Network Element (UNE) Center. BellSouth will then contact the Maintenance Supervisor who will return the Carrier's call and will arrange for access with on-call maintenance field personnel during the emergency situation. (A list of contact telephone numbers is available to MCIm for this purpose; MCIm can obtain this information from MCIm's account manager)

12.1.3 If only MCIm owned facilities are affected, BellSouth shall use best efforts to respond within two (2) hours of MCIm's call requesting BellSouth personnel to be present at site of emergency. MCIm will perform emergency repair under the direction of BellSouth employee(s) or representative available, at MCIm 's sole cost and expense. Should BellSouth not respond in agreed upon time frame, MCIm will have the right to proceed with the emergency repair without BellSouth employee(s) present.

12.2 MCIm Responsible for Emergency Repairs to its Own Facilities. In general, MCIm shall be responsible for making emergency repairs to its own facilities and for formulating appropriate plans and practices which will enable it to make such emergency repairs. BellSouth shall be under no obligation to perform any repair or service restoration work of any kind with respect to MCIm's facilities.

13. INSPECTION BY BellSouth OF MCIm's FACILITIES

13.1 BellSouth's Right to Make Periodic or Spot Inspections. BellSouth shall have the right to make periodic or spot inspections at any time of any part of MCIm's facilities attached to BellSouth's poles, anchors or anchor/guy strands or occupying any BellSouth conduit or duct for the limited purpose of determining whether MCIm's facilities are in compliance with the terms of this Attachment and licenses granted hereunder; provided that such inspections must be non-invasive (e.g., no splice cases may be opened).

13.1.1 BellSouth will give MCIm advance written notice of such inspections, and MCIm shall have the right to have a representative attend such inspections, except in those instances where safety considerations justify the need for such inspection without the delay of waiting until written notice has been forwarded to MCIm.

13.1.2 Such inspections shall be conducted at BellSouth's expense; provided, however, that MCIm shall bear the cost of inspections as delineated in Section 7.12.

13.2 No Duty to MCIm. Neither the act of inspection by BellSouth of MCIm's facilities nor any failure to inspect such facilities shall operate to impose on BellSouth any liability of any kind whatsoever or to relieve MCIm of any responsibility, obligations or liability under this Attachment or otherwise existing.

14. NOTICE OF NONCOMPLIANCE

14.1 Notice of Noncompliance. If, at any time, BellSouth determines that MCIm's facilities or any part thereof have not been placed or maintained or are not being used in accordance with the requirements of this Attachment, BellSouth may send written notice to MCIm specifying the alleged noncompliance. MCIm agrees to acknowledge receipt of the notice as soon as practicable. If MCIm does not dispute BellSouth's assertion that such facilities are not in compliance, MCIm agrees to provide BellSouth with a schedule for bringing such facilities into compliance, to bring the facilities into compliance within a reasonable time, and to notify BellSouth in writing when the facilities have been brought into compliance.

14.2 Disputes over Alleged Noncompliance. If MCIm disputes BellSouth's assertion that MCIm's facilities are not in compliance, MCIm shall notify BellSouth in

writing of the basis for MCIm's assertion that its facilities are in compliance.

14.3 Failure to Bring Facilities into Compliance. If MCIm has not brought the facilities into compliance within a reasonable time or provided BellSouth with proof sufficient to persuade BellSouth that BellSouth erred in asserting that the facilities were not in compliance, and if BellSouth determines in good faith that the alleged noncompliance causes or is likely to cause material damage to BellSouth's facilities or those of others users, BellSouth may, at its option and MCIm's expense, take such non-service affecting steps as may be required to bring MCIm's facilities into compliance, including but not limited to correcting any conditions which do not meet the specifications of Section 7.1 of this Attachment.

14.4 Correction of Conditions by BellSouth. If BellSouth elects to bring MCIm's facilities into compliance as provided by Section 14.3 herein, the provisions of this Attachment shall apply.

14.4.1 BellSouth will, whenever practicable, notify MCIm in writing before performing such work. The written notice shall describe the nature of the work to be performed and BellSouth's schedule for performing the work.

14.4.2 If MCIm's facilities have become detached or partially detached from supporting racks or wall supports located within a BellSouth manhole, BellSouth may, at MCIm's expense, reattach them but shall not be obligated to do so. If BellSouth does not reattach MCIm's facilities, BellSouth shall endeavor to arrange with MCIm for the reattachment of any facilities affected.

14.4.3 BellSouth shall, as soon as practicable after performing the work, advise MCIm in writing of the work performed or action taken. Upon receiving such notice, MCIm shall inspect the facilities and take such steps as MCIm may deem necessary to insure that the facilities meet MCIm's performance requirements.

14.5 MCIm to Bear Expenses. MCIm shall bear all expenses arising out of or in connection with any work performed to bring MCIm's facilities into compliance with the requirements of this Attachment; provided, however that nothing contained in this Attachment or any license issued hereunder shall be construed as requiring MCIm to bear any expenses which, under applicable federal or state laws, rules or regulations, must be borne by persons or entities other than MCIm.

15. UNAUTHORIZED OCCUPANCY OR UTILIZATION OF BellSouth'S FACILITIES

15.1 Licensing or Removal of Unauthorized Attachments. If any of MCIm's facilities shall be found attached to pole(s) or occupying conduit systems for which no license is outstanding, BellSouth, without prejudice to its other rights or remedies under this Agreement, including termination of licenses, may impose a charge and require MCIm to submit in writing, within thirty (30) days after receipt of written notification from

BellSouth of the unauthorized attachment or conduit occupancy, a pole attachment or conduit occupancy license application. If such application is not received by BellSouth within the specified time period, MCIm may be required at BellSouth's option to remove its unauthorized attachment or occupancy within sixty (60) days of the final date for submitting the required application, or BellSouth may at the end of such sixty (60) day period, at BellSouth's option remove MCIm's facilities without liability, and the expense of such removal shall be borne by MCIm. Charges for any such unauthorized occupancy shall be equal to the applicable license fees and charges which would have been payable from and after the date such facilities were first placed on BellSouth's poles or in BellSouth's conduit system, if MCIm provides reasonable documentation of such placement. If MCIm is unable to provide such reasonable documentation the matter may be submitted to the Dispute Resolution Procedures set forth in Part A of this Agreement.

15.2 Nothing contained in the Agreement or any license issued hereunder shall be construed as requiring MCIm to bear any expenses which, under applicable federal or state laws or regulations, must be borne by persons or entities other than MCIm.

15.3 Prompt Payment of Applicable Fees and Charges. Fees and charges for unauthorized pole attachments and conduit system occupancies, as specified in this Agreement, shall be due and payable within thirty (30) days of receipt by MCIm of an itemized invoice therefor.

15.4 No Implied Waiver or Ratification of Unauthorized Use. No act or failure to act by BellSouth with regard to said unlicensed use shall be deemed as a ratification of the unlicensed use; and if any license should be subsequently issued, said license shall not operate retroactively or constitute a waiver by BellSouth of any of its rights or privileges under this Attachment or otherwise; provided, however, that MCIm shall be subject to all liabilities, obligations and responsibilities of this Attachment with respect to such unauthorized use from its inception.

16. REMOVAL OF MCIm's FACILITIES

16.1 Pole Attachments. MCIm, at its expense, will remove its attachments from any of BellSouth's poles within thirty (30) days after termination of the license covering such attachments. If MCIm fails to remove its attachments within such thirty (30) day period, BellSouth shall have the right to remove such attachments at MCIm's expense and without any liability on the part of BellSouth for damage or injury to MCIm's attachments unless caused by the negligence or intentional misconduct of BellSouth.

16.2 Conduit Occupancy. MCIm, at its expense, will remove its communications facilities from any BellSouth conduit system within sixty (60) days after:

16.2.1 termination of the license covering such conduit occupancy; or

16.2.2 the date MCIm replaces its existing facilities in one duct with

substitute facilities in another duct.

16.3 If MCIm fails to remove its facilities within the specified period, BellSouth shall have the right to remove such facilities at MCIm's expense and without any liability on the part of BellSouth for damage or injury to such facilities unless caused by the negligence or intentional misconduct of BellSouth.

16.4 Continuing Responsibility for Fees and Charges. MCIm shall remain liable for and pay to BellSouth all applicable fees and charges, if any, pursuant to provisions of this Agreement until all of MCIm's facilities are physically removed from BellSouth's poles or conduit system.

17. FEES, CHARGES, AND BILLING

17.1 License Charges. MCIm agrees to pay charges in Attachment 1 of this Agreement. These rates will be recalculated during the term of this Agreement in acordance with the Telecommunications Act of 1996 and applicable FCC or State Commission rules and regulations. License charges commence on the first day of the calendar month following the date a license is issued . Such charges cease as of the final day of the calendar month preceding the month in which the attachment or occupancy is physically removed or the utilization is discontinued. A one-month minimum charge is applicable to all licenses. Such current-year charges are normally billed on or near July 1 of each year; annual billing is for the period January 1 through December 31 (six (6) months in arrears and six (6) months in advance) and to include true-up for actual billing for previous year's advance billing for period July 1 through December 31.

17.2 Computation of Charges. Attachment and occupancy rates shall be applied to the number of pole(s) and duct feet of conduit for which licenses have been issued before December 1 of each calendar year. Charges for attachment(s) and occupancy which commenced during the preceding twelve (12) month period will be prorated accordingly.

Exhibit I

ADMINISTRATIVE FORMS AND NOTICES

This Exhibit I lists the types of administrative forms to be utilized in connection with this Attachment.

LIST OF ADMINISTRATIVE FORMS

Authorization for Make-Ready Work
Application and Conduit Occupancy License
Conduit System Diagram
Cable to Occupy Conduit
Equipment Housings to be Placed in manholes
Notification of Surrender or Modification of Conduit Occupancy License by Licenses
Notifications of Unauthorized Attachments by Applicant
Application and Pole Attachment License
Pole, Anchor and Guy Strand Details
Application and Unused Transmission Media License
Application Survey Data
Notification of Surrender or Modification of Pole Attachment License by Licenses

Exhibit 2 to be added from BST proposal

TABLE OF CONTENTS

Attachment 7

NUMBER PORTABILITY

SECTION 1. BELLSOUTH PROVISION OF NUMBER PORTABILITY ---------- 2

SECTION 2. INTERIM NUMBER PORTABILITY (INP) ---------- 2

SECTION 3. LOCAL NUMBER PORTABILITY (LNP) ---------- 6

SECTION 4. REQUIREMENTS FOR INP AND LNP ---------- 7

5.0 CUTOVERS ---------- 8

6.0 LERG REASSIGNMENT ---------- 9

7.0 RESPONSIBILITIES OF UNDERLYING NETWORK PROVIDER ---------- 9

ATTACHMENT 7

NUMBER PORTABILITY

Section 1. BellSouth Provision of Number Portability

1.1 Each Party shall provide, upon the other Party's request, Local Number Portability (LNP) and Interim Number Portability (INP) in accordance with applicable law and the terms of this Agreement. The Parties shall provide LNP in accordance with Section 3 of this Attachment. Until such time as LNP is deployed for a specific service area, the Parties shall provide INP pursuant to Section 2 of this Attachment. Consistent with the requirements to move to LNP, INP will be available until such permanent solution is implemented in an end office. In connection with all methods of moving End Users' telephone numbers from one Party's switch to the other Party's switch, the Parties will use reasonable efforts to minimize impairment of functionality, quality, reliability and convenience to End Users.

1.2 Cost Recovery for INP. Each Party shall bear its own costs to develop INP features, but charges for using INP features may be imposed in accordance with the provisions of Attachment 1.

1.3 Cost Recovery for LNP. The Parties shall comply with any and all Applicable Law regarding the ability to charge for the requests for or provision of LNP. Pursuant to the FCC rules and regulations regarding LNP, each Party shall bear its own costs in connection with requests for and provision of LNP.

1.4 End User Line Charge. Recovery of charges associated with implementing Number Portability through a monthly charge assessed to end users has been authorized by the FCC. This end user line charge will be as filed in BellSouth FCC No. 1 and will be billed to MCIm only where MCIm is a subscriber to local switching or where MCIm is a reseller of BellSouth telecommunications services. This charge will not be discounted.

Section 2. Interim Number Portability (INP)

2.1 Until the industry-wide permanent solution is implemented in an end office, BellSouth shall provide INP. INP is an interim service

arrangement whereby an end user who switches subscription of his local exchange service from BellSouth to MCIm, or vice versa, is permitted to retain the use of his existing assigned telephone number, provided that the end user remains at the same location for his local exchange service or changes locations and service providers but stays within the same local calling area or Rate Center, whichever is larger.

INP is not available for unassigned numbers. INP for a particular telephone number is available only from the central office originally providing local exchange service to the end user. INP for a particular assigned telephone number will be disconnected when any end user or Commission action results in the end user no longer being located within the same local calling area or Rate Center, whichever is larger.

2. 2 INP is available through either remote call forwarding ("INP-RCF"), or direct inward dialing trunks ("INP-DID"), and MCIm shall select, subject to availability, which of these methods shall be used for each application. MCIm shall specify on a per telephone number basis, and subject to availability, which method of INP is to be employed and BellSouth shall provide such method to the extent Technically Feasible. BellSouth shall make remote call forwarding available at every end office where LNP is not available.

2.3 INP-RCF: is an interim method to provide subscribers with service-provider portability by redirecting calls within the telephone network. When INP-RCF is used to provide INP, calls to the ported number will first route to the Party's switch to which the ported number was previously assigned. That switch will then forward the call to a number associated with the other Party's designated switch to which the number is ported. The forwarded-to number shall be specified by MCIm or BellSouth, as appropriate. The forwarding company will provide identification of the originating telephone number, via SS7 signaling, to the receiving Party. INP-RCF provides a single call path for the forwarding of no more than one simultaneous call to the receiving Party's specified forwarded-to number. Either Party may order any additional paths to handle multiple simultaneous calls to the same ported telephone number for an additional charge as set forth in Attachment 1 to this Agreement and Exhibit A to this Attachment.

2.4 SS7 signaling is required for INP Services. Calls originated from RCF ported numbers in BellSouth end offices and sent to the

MCIm network must follow industry standards regarding number parameters in the SS7 Initial Address Message.

2.5 Each company shall be responsible for obtaining authorization from the end user for the handling of the disconnection of the end user's service, the provision of new local service and the provision of INP services. Each company shall be responsible for coordinating the provision of service with the other to assure that its switch is capable of accepting INP ported traffic. Neither Party shall be responsible for its inability to port calls to the other Party when such inability is caused by inadequate or insufficient equipment or facilities of the other Party.

2.6 {BELLSOUTH Language}The calling Party shall be responsible for payment of the applicable charges for sent-paid calls to the INP number. For collect, third-Party, or other operator-assisted non-sent paid calls to the ported telephone number, BellSouth or MCIm shall be responsible for the payment of charges under the same terms and conditions for which the end user would have been liable for those charges. Either company may request that the other block collect and third company non-sent paid calls to the INP assigned telephone number. If a company does not request blocking, the other company will provide itemized local usage data for the billing of non-sent paid calls on the monthly bill of usage charges provided at the individual end user account level. The detail will include itemization of all billable usage. Each company shall have the option of receiving this usage data on a daily basis via a data file transfer arrangement. This arrangement will utilize the existing industry uniform standard, known as EMI standards, for exchange of billing data. Files of usage data will be created daily for the optional service. Usage originated and recorded in the sending BellSouth RAO will be provided in unrated or rated format, depending on processing system. MCIm usage originated elsewhere and delivered via CMDS to the sending BellSouth RAO shall be provided in rated format.

2.7 Other Provisions for INP:

2.7.1 BellSouth shall exchange with MCIm, SS7 TCAP messages as required for the implementation of Custom Local Area Signaling Services (CLASS) or other features available in the BellSouth network where

technically feasible. Such CLASS and other features will be consistent with the technical references as specified by the FCC.

2.7.2. Upon notification from MCIm that it will be initiating INP, BellSouth shall disclose to MCIm any technical or capacity limitations that would prevent the use of the requested INP method in a particular switching office. The Parties shall cooperate in the process of porting numbers to minimize subscriber out-of-service time, including updating switch translations where necessary within time frames at parity with time frames for conversions experienced by each Party's end users or other CLECs, but in any event each Party shall use its best efforts not to exceed thirty (30) minutes after notification that physical cut-over has been completed (or initiated).

2.6.3 BellSouth shall send the appropriate CARE transaction to notify the appropriate IXC that access is now provided by a new CLEC for that number.

2.8 Ordering Intervals for INP. Ordering intervals for INP shall be consistent with those offered to all CLEC's as set forth in Exhibit 1 of this Attachment. For stand alone INP requests, the following will apply. For simple services, those not considered as complex, consisting of 25 lines or less and for requests to port DID numbers of 100 or less where the trunk group is existing, the following targeted intervals will apply. BellSouth will provide a firm order confirmation (FOC) or reject the Local Service Request (LSR) within 2 business days of receipt of the request and the service interval to provision INP will be 5 business days from receipt of an error free LSR. For other requests not mentioned above, the interval will be as outlined in Exhibit 1 of this Attachment. INP requests associated with provisioning other services will carry intervals as defined for the service with the longer interval or as mutually agreed to on a case by case basis. Service intervals for all products are contained in Exhibit 1 of this Attachment.

BellSouth will review the entire LSR and will reject or clarify, in accordance with Attachment 8 of this Agreement, all fields that are in error for the current version under review. BellSouth will note these errors with the rejected or clarified LSR. Subsequent versions may be rejected based on new information provided by MCIm or due to downstream edits in BellSouth's ordering or preordering systems.

LSR's not acknowledged within targeted intervals as provided for above, may be escalated by MCIm to BellSouth and a commitment will be agreed to for the new FOC or reject interval. BellSouth will not provision a service prior to the date contained in the FOC unless indicated to do so by a properly submitted supplemental LSR. BellSouth will provision requested services at levels that are at parity with the same intervals BellSouth provides to it's own end users, itself ,

or to other CLEC's as outlined in Exhibit 1 of this Attachment.

2.9 Disconnects. MCIm will promptly notify BellSouth when (i) a Customer ported via INP disconnects service from MCIm or (ii) upon the termination of any intercept treatment provided to a subscriber ported via INP, whichever is later. BellSouth shall accept an accurately submitted supplemental request to cancel or change the Appointment Date prior to the date and time contained in the FOC and will work cooperatively to ensure service outage experience by End Users is minimal.

Section 3. Local Number Portability (LNP)

3.1 Each Party shall use reasonable efforts to facilitate the expeditious deployment of LNP consistent with the processes and implementation schedules for LNP deployment prescribed by the FCC. In connection with the provision of LNP, the Parties agree to support and comply with all relevant requirements or guidelines that may be adopted by the state Commission or the FCC. Such requirements and guidelines include, but are not limited to, ordering and provisioning process flows, SMS administration, NPAC administration, regression testing, and network architecture as described in the Second Report and Order (FCC 97-289). The Parties shall implement the generic requirements for LNP as ordered by the FCC and recommended by the NANC. The Parties shall work cooperatively to implement standards adopted by the North American Numbering Council (NANC) or telecommunications industry fora.

3.2 The requirements for LNP shall include the following:

3.2.1 Subscribers must be able to change local service providers and retain the same telephone number(s) consistent with FCC Rules and Regulations.

3.3 SMS Administration. The Parties will work cooperatively with other local service providers to establish and maintain contracts for the LNP Service Management System (SMS).

3.4. Ordering. To port a telephone number using LNP, the Parties shall adhere to the procedures described in Attachment 8 of this Agreement.

3.5 Network Architecture

3.5.1 Architecture shall be consistent with the FCC's 2nd Report and Order.

3.6 Signaling.

In connection with LNP, each Party agrees to use SS7 signaling in accordance with applicable FCC Rules and Orders.

3.7 N-1 Query.
BellSouth and MCIm will adhere to the NANC recommendations as adopted by the FCC in Order No. 97-298, released August 18, 1997.

3.9 Porting of Reserved Numbers and Suspended Lines. . Customers of each Party may port numbers, via LNP, that are in a denied state or that are on suspend status. In addition, Customers of each Party may port reserved numbers that the Customer has paid to reserve. Portable reserved numbers are identified on the Customer's CSR. In anticipation of porting from one Party to the other Party, a Party's subscriber may reserve additional telephone numbers and include them with the numbers that are subsequently ported to the other Party. It is not necessary to restore a denied number before it is ported.

3.11 Splitting of Number Groups. If blocks of subscriber numbers (including, but not limited to, DID numbers and MultiServ groups) are split in connection with an LNP request, the Parties shall permit such splitting. BellSouth and MCIm shall offer number portability to customers for any portion of an existing block of DID numbers without being required to port the entire block of numbers. BellSouth and MCI shall permit end users who port a portion of DID numbers to retain DID service on the remaining portion of numbers. If a Party requests porting a range of DID numbers smaller than a whole block, that Party shall pay the applicable charges for doing so as set forth {MCI language -- in Attachment 1 of this Agreement} {BST language -- **in the applicable tariff**}.

3.12 Intercept Announcement - Cause Code 26. If a call to a ported number is routed to either Party's switch, even though the LRN signaled on the call is for the receiving Party's switch, then the receiving Party's switch will provide Cause Code 26 treatment either (i) by playing an appropriate intercept announcement; or (ii) by releasing the call back to the originating switch with the release cause shown as Code 26. The intercept announcement played in this situation will suggest that the call be re-tried at a later time; the caller must not be encouraged to immediately retry the call. This Section 3.8 shall not relieve the Parties of any of their LNP duties and obligations as set forth in this Section 3.

Section 4. Requirements for INP and LNP

4.1 Call Referral Announcements. If a ported number is disconnected and "snaps back" to the Old Service Provider, the New Service Provider may order call referral announcements and specify the particular announcement from the Old Service Provider, on a per telephone number basis, at the prices set forth on Attachment 1 of this Agreement.

4.2 BellSouth and MCIm shall cooperate to ensure network reliability is maintained when porting numbers so as to limit service outages for their end users. BellSouth and MCIm will perform on a mutually agreeable basis any testing which may be required to isolate and repair service problems within their respective networks. Each Party will notify the other of changes to the network of changes to processes which may impact end user service at time frames which are consistent to BellSouth's and MCIm's internal notification processes.

4.3 Conversion from INP to LNP. Once a long-term database method of providing Local Number Portability (LNP) is implemented in an end office, with advance written notice, neither Party shall provide new number portability arrangements in that end office using INP. The official notice advising an end office is now LNP compatible will be as posted in the LERG 45 days in advance of the ready to port date of that office Advance notice of LNP implementation for all Bellsouth end offices is also posted on the Interconnection web site. The LERG posting for LNP eligibility date will begin the transition from INP to LNP for all INP services. The transition from existing INP arrangements to LNP shall occur within one hundred twenty (120) days from the date LNP is implemented in the end office or as mutually agreed to by both Parties during the transition period. BellSouth will provision Local Service Requests for INP with due dates contained prior to the end office implementation date. Requests for INP with due dates after the LNP implementation date will be returned to the requesting Party for supplemental submission as LNP. Neither Party shall charge the other Party for conversion from INP to LNP. The Parties shall comply with any INP/LNP transition processes established by the FCC and State Commissions and appropriate industry number portability work groups.

Notwithstanding the foregoing, the Parties acknowledge that the FCC has determined once LNP has been deployed pursuant to the FCC's orders, rules and regulations, that all local exchange carriers (LECs) have the duty to provide LNP. Therefore, either Party, at any time, may seek appropriate legal or regulatory relief concerning the transition from INP to LNP or other related issues.

5.0 Cutovers

5.1 BellSouth and MCIm shall cooperate in the process of porting numbers consistent with those guidelines as specified in the Local Number Portability

Guidelines and as recommended by the Southeast Region Implementation Team. For a coordinated conversion i.e. Stand alone INP, INP and LNP with an SL2 loop or with SL1 when ordered, and those services which require project coordination as defined in the BellSouth LNP procedures or as provided for in this agreement. BellSouth shall verbally coordinate the disconnect with MCIm and perform any switch translations so as to limit end user service outage. BellSouth and MCIm will mutually agree upon a cutover time prior to the actual conversion. MCIm may designate the conversion time when the conversion involves a loop with INP or LNP by ordering time specific conversion at rates set forth in Attachment 1 of this Agreement. Both parties will use best efforts to ensure mutually agreed to conversion times, as identified in this paragraph, will commence within 30 minutes of the agreed time.

5.2 Cutover Intervals. Cutover intervals for INP, INP with loop and LNP with loop will be in accordance with Exhibit 1 of this Attachment .

5.3 Deadline for Canceling an Order. BellSouth shall accept a request to cancel an order consistent with those processes specified in the NANC recommended flows for LNP provisioning. BellSouth will not disconnect an end users service prior to receiving the activate message from NPAC. BellSouth will receive requests to cancel LNP until the activate message is received from NPAC. BellSouth shall accept an accurately submitted supplemental request to cancel or change the Appointment Date prior to the date and time contained in the FOC and will work cooperatively to insure service outage experience by End Users is minimal. .

6.0 LERG Reassignment

6.1 If the Parties mutually agree to use LERG Reassignment as the method to move an End User's telephone numbers from one Party's switch to the other Party's switch in a particular instance, the Parties shall enter into a separate written agreement that must address terms and conditions of the reassignment, including, but not limited to, ordering processes and specific implementation procedures for the reassignment of the appropriate NXX as shown in the LERG, to the New Service Providers switch, and any applicable rates.

7.0 Responsibilities of Underlying Network Provider

7.1 Coordination with Underlying Network Provider. If the Old Service Provider does not provide the End User's services exclusively through a

network owned, operated and controlled by the Old Service Provider (i.e., where the Old Service Provider is providing the End User's services on a resale basis), the New Service Provider shall coordinate all activities between the Old Service Provider and the Underlying Network Provider in the following manner, consistent with applicable OBF guidelines:

7.1.1 The New Service Provider will obtain from the End User the name of the Old Service Provider;

7.1.2 The New Service Provider will request the End User's service record from the Old Service Provider;

7.1.3 The Old Service Provider will provide the End User's service record to the New Service Provider;

7.1.4 After the New Service Provider has obtained End User authorization to migrate the End User, the new Service Provider will provide a loss alert to the Old Service Provider;

7.1.5 The New Service Provider will provide the Underlying Network Provider with a service order that reflects the Old Service Provider as the End User and that requests that the End User's telephone numbers be ported to the New Service Provider; and

7.1.6 The Underlying Network Provider will process the service order request.

7.2 Service Responsibility. After an End User's telephone number is ported by INP, all ancillary services (including, but not limited to, 911, E911, CARE, LIDB, BLV/BLI, Directory Assistance and Direct Listing) associated with ported number(s) shall be provided consistent with the requirements of Attachments 3, 8, and 9 of this Agreement.

Exhibit 1

1. Term	2. Definition
Product	BellSouth Product
Quantity	Numbers, or number blocks
Targeted Service Interval	The number of days from receipt of request to completion of order
FOC Interval	The number of days from receipt of request to Firm Order Confirmation (FOC)
Full Migration	Port all telephone numbers on end user account
Partial Migration	Port some telephone numbers, leave some telephone numbers, and/or disconnect some telephone numbers

Product	Quantity	Targeted Service Interval	FOC Interval
3. Full Migration			
Simple Resale/Retail Services	1-50 numbers	5 days	2 days
	51+ numbers	Negotiated	Negotiated
Complex Resale/Retail Services, including:			
LNP porting of numbers(s) only:			
1. Centrex/MultiServ	1-50 numbers	5 days	2 days
	51+	Negotiated	Negotiated
2. ISDN BRI (Non-designed)	1-50 numbers	5 days	2 days
	51+ numbers	Negotiated	Negotiated
3. ISDN BRI (Designed)	1-50 numbers	7 days	2 days
	51+ numbers	Negotiated	Negotiated
4. ISDN PRI (Designed)	1-50 numbers	5 days	2 days
	51+numbers	Negotiated	Negotiated
5. DID Number Blocks			
Complete initial block of 20 numbers	1 block	7 days	2 days
Complete initial block of one additional block of 20 numbers	2 blocks	5 days	2 days
Complete initial block of 20 numbers PLUS two or more additional blocks of 20 numbers	3+ blocks	Negotiated	Negotiated

4. Partial Migration			
Simple Resale/Retail Services	1-50 numbers	5 days	2 days
	51+ numbers	Negotiated	Negotiated
Complex Resale/Retail Services, including:			
LNP porting of number(s) only (Note 1)			
1. Centrex/MultiServ	1-50 numbers	5 days	2 days
	51+ numbers	Negotiated	Negotiated
2. ISDN BRI (Non-designed)	1-50 numbers	5 days	2 days
	51+ numbers	Negotiated	Negotiated
3. ISDN BRI (Designed)	1-50 numbers	7 days	2 days
	51+ numbers	Negotiated	Negotiated
3. ISDN PRI (Non-designed)	1-50 numbers	5 days	2 days
	51+ numbers	Negotiated	Negotiated
5. ISDN PRI (Designed)	1-50 numbers	7 days	2 days
	51+ numbers	Negotiated	Negotiated
6. DID Number Blocks			
Partial initial block of 20 numbers	1-19 Numbers	Negotiated	Negotiated
Partial additional block of 20 numbers	1-19 Numbers	Negotiated	Negotiated
Complete additional block of 20 numbers	1-2 blocks	5 days	2 days
	3+ blocks	Negotiated	Negotiated

5. Product	6. Quantity	Targeted Service Interval	FOC Interval
Interim Number Portability			
RCF-Remote call forwarding	1-25 Numbers	5 days (7 days Complex Services)	2 days
	26-50 Numbers	7 days	2 days
	51+ Numbers	Negotiated	Negotiated
DID-Direct Inward Dial-Initial request-trunk group to be	Initial	30 days	7 days

established			
DID-Direct Inward Dial-Subsequent request-trunk group in place	1-100	5 days	2 days
	100+ Numbers	Negotiated	Negotiated
RIPH-Route Index Hubbing	1-25 Numbers	Negotiated	Negotiated
	26-50 Numbers	Negotiated	Negotiated
	51+ Numbers	Negotiated	Negotiated

ATTACHMENT 8

BUSINESS PROCESS REQUIREMENTS

Bold language is in dispute, and is MCI proposed language unless otherwise noted. Upright (normal) language is agreed to by the parties.

TABLE OF CONTENTS

1. Overall Business Requirements
   - 1.1 Introduction
   - 1.2 ATIS Standards and Guidelines
   - 1.3 Joint Implementation Agreements
   - 1.4 Interface Implementation Specifications and Information Exchanges
   - 1.6 Change Management and Control
   - 1.7 General Procedures
   - 1.8 Performance Standards
   - 1.9 Provision of Specific Services

2. Pre-order Requirements
   - 2.1 Provision of Pre-Order OSS
   - 2.2 Business Requirements for Pre Order Functions
   - 2.4 Pre-order Interface Performance and Management
   - 2.5 Database Downloads

3. Ordering and Provisioning Requirements
   - 3.1 Provision of Ordering and Provisioning OSS
   - 3.2 General Business Requirements and Functions
   - 3.4 Ordering and Provisioning Interface Performance and Management
   - 3.5 Cooperative Testing

4. Connectivity Billing and Recording
   - 4.1 Provision of Connectivity Billing and Recording OSS
   - 4.2 General Requirements and Functions
   - 4.3 Billing Tapes
   - 4.5 Connectivity Billing and Recording Interface Performance and Management

5. Customer Usage Data
   - 5.1 Provision of Subscriber Usage Data
   - 5.2 General Requirements and Functions

6. Maintenance and Repair
    6.1 Provision of Maintenance and Repair OSS
    6.2 General Business Requirements and Functions

ATTACHMENT 8

BUSINESS PROCESS REQUIREMENTS

1. Overall Business Requirements

1.1 Introduction. This Attachment 8 sets forth the minimum business process requirements, business rules, usage rules, data models, data exchange methods, and other specifications necessary to permit MCIm access to the functions of BellSouth's operational support systems (i.e., pre-ordering, ordering and provisioning, billing functions, and maintenance and repair) ("OSS Functions"). BellSouth shall maintain the current and one previous version of each electronic interface. Maintenance of a previous version of an electronic interface includes the maintenance of manual processes not included in that version of the interface. Unless otherwise set forth in this Agreement, MCIm shall not use manual processes that are available in a version of an electronic interface used by MCIm.

1.1.1 The Parties acknowledge that the implementation and testing of Application to Application interfaces will be formally defined in a joint implementation agreement ("JIA"). The Parties may agree, in the JIA, consistent with any applicable change management processes, to alter existing OSS interfaces or manual processes or to be non-compliant with industry standards or guidelines.

1.2 Standards and Guidelines

1.2.1 Order of Precedence. Conflicts between a provision of this Agreement and any testing or implementation agreement, including joint implementation agreements ("JIAs"), shall be resolved in favor of this Agreement.

1.2.2 Standards and Guidelines. For purposes of this Agreement, the Change Control Process or CCP shall mean the collaborative forum established by BellSouth to allow BellSouth and the CLEC community to discuss, provide input regarding and vote on developments of and modifications to the manual and electronic OSS processes and interfaces. Subject to the Change Control

Process, BellSouth shall base its development of OSS interfaces on applicable industry standards and guidelines, including, but not limited to:

1.2.2.1 ATIS/CLC/OBF for Pre-order, Ordering Inquiry, Ordering, Access Inquiry and Access Ordering, Provisioning and Billing.

1.2.2.2 ATIS/CLC/NIMC and ANSI for Maintenance and Repair.

1.2.2.3 ATIS/TCIF/EDI for Local Pre-order, Ordering and Provisioning, and Billing Data Models.

1.2.2.4 ATIS/T1M1.5 for Maintenance and Repair Data Models.

1.2.2.5 ATIS/TCIF/T1M1.5/ECOG for Electronic Ordering (EAO) Inquiry Access.

1.2.2.6 ATIS/TCIF for Secured Transport Specifications for Local Pre-Order (EDI/SSL3), Order (EDI/SSL3), Access Inquiry (CORBA).

1.2.2.7 ATIS/CLC/OBF/TOR for Access Ordering Secured Transport using CONNECT:Direct.

1.2.2.8 Telecordia Technologies, Inc. (Bellcore) for CABS BOS.

1.3 Joint Implementation Agreements. Within 90 days of a request by MCIm, the Parties shall develop a Joint Implementation Agreement ("JIA"), based on ATIS generic implementation guidelines, as described in Section 1.3 of this Attachment, for the implementation and testing of each OSS application to application interface developed by BellSouth. The Parties shall develop a separate, single JIA for each Application to Application interface that incorporates integratable OSS functions, but the Parties may agree to combine local pre-ordering and local ordering into a single JIA. Each JIA must be sufficiently comprehensive to ensure that, upon completion of both Parties' obligations under the JIA, the Application to Application interface will be fully tested and functional. Any joint implementation agreement established under this Section [1.3] will follow the format of the Telecommunications Industry Forum ("TCIF") Generic Implementation Guidelines ("GIG").

1.4 Interface Implementation Specifications and Information Exchanges

1.4.1 BellSouth Custom Business Process Rules.

BellSouth shall base the development of its business rules on OBF or other applicable industry guidelines. BellSouth will provide its business rules and guidelines to MCIm so as to provide the functions listed in this Attachment. BellSouth shall present MCIm with BellSouth's custom business rules down to a field level. In addition, BellSouth shall provide MCIm with BellSouth's custom business rules for each data field. The information provided will contain BellSouth's valid values, attributes, usage conditions (required, optional, or conditional), as necessary to process successfully, in BellSouth's OSS, all of the use case scenarios specified in a testing or implementation agreement between the Parties, including a JIA.

1.4.2 BellSouth Custom EDI Data Model Specifications. BellSouth shall provide to MCIm BellSouth's custom EDI data modeling rules for each field in its business rules mappings and syntax to the appropriate EDI segment, data element, qualifier, and valid values for every use case scenario specified in a testing or implementation agreement between the Parties, including a JIA.

1.4.3 Use Case Scenarios. Both BellSouth and MCIm are permitted to provide use case scenarios to test fully the range of all OSS Functions.
In order to test the exception and error messaging responses, the use case scenarios will test for successful transactions and for planned errors. BellSou shall provide all of the input test data in the test database necessary for testing the use case scenarios. BellSouth shall define the parameters associated with the data provided to MCIm.

1.4.4 Error Messages. BellSouth shall provide a complete list of, and definitions for, each of the error conditions and error messages or codes to be used for application or protocol events.

1.4.5 Business Activities. BellSouth, through the CCP, shall discuss and provide information regarding any known or planned business activities or priorities that may affect the time frames for developing and implementing electronic ordering and pre-ordering interfaces.

1.4.6 Secure Near Real Time Data Exchange/Transport Implementation Specifications. BellSouth shall implement, test, and operate the method of secured ordering and provisioning transactions transport in compliance with TCIF 98-006 Issue 2 "Electronic Communications Interactive Agent Specification. This is the ATIS approved specification for sending EDI transactions over TCP/IP using SSL3 security. If BellSouth's interactive

agent is not already operational, BellSouth shall make it operational within 60 days after MCI's written request.

1.4.6.1 For local order and pre-order, BellSouth shall implement and use the most current version of TCIF 98-006 "Electronic Communications Interactive Agent Specification for Local Pre-Order Function".

1.4.6.2 For access order inquiry BellSouth shall implement and use the most current version of TCIF 98-002 "Generic Electronic Communications Interface Implementation Guidelines for Electronic Access Ordering (EAO) Access Inquiry Functions".

1.4.6 Testing. BellSouth shall jointly test each OSS Application to Application interface with MCIm. This testing will include, but not be limited to, secured connectivity and data exchange, interoperability testing, regression testing, and acceptance testing. This testing will validate, with the use case scenarios designated in Section 1.4.3 of this Attachment, BellSouth's custom business rules and custom data model specifications. This testing will be conducted by means of MCIm transmitting transactions both in simulated pre-coding condition testing, and later in a "post-coding/pre-production" condition testing. BellSouth and MCIm will also identify under what circumstances any interoperability test results may be shared or made public by either Party.

1.5 BellSouth OSS interfaces shall provide MCIm with the same process and system capabilities for residential and business services. BellSouth shall not require MCIm to develop distinct processes or OSS interfaces by class of service.

1.6 Change Management and Control.

1.6.1 BellSouth and MCIm shall comply with the written change management and control procedures agreed to in the CCP. Changes to the change management and control procedures proposed by either Party, including guidelines for change management and control procedures developed by the industry, shall be considered by the CCP. These procedures will govern the steps necessary to change, alter or modify the OSS Functions or the Application-to-Application interface(s) designed, developed, tested, and deployed under this Attachment 8. The provisions of the change management and control procedures and processes are material to this Agreement.

1.7 General Procedures

1.7.1 Master Account Establishment. If MCIm requests that BellSouth establish a new account for Services, MCIm will provide the appropriate BellSouth service center the necessary documentation to enable BellSouth to establish a master account for MCIm's resold services. Such documentation shall include the Application for Master Account, proof of authority to provide telecommunications services, an Operating Company Number ("OCN") assigned by the National Exchange Carriers Association ("NECA") and a tax exemption certificate, if applicable.

1.7.2 BellSouth will not require end user confirmation prior to establishing service for MCIm's end user customer.

1.7.3 If, based on an end user complaint, either Party (the "Complaining Party") determines that the other Party (the "Changing Party") has submitted an unauthorized change in local service, the Parties will reestablish service for the End User with the appropriate local service provider. The Complaining Party will notify the Changing Party of the customer complaint, and the Changing Party may provide proof that the change was authorized. If the Changing Party is unable to provide such proof, the Complaining Party may assess the Changing Party, as the LEC initiating the unauthorized change, any applicable unauthorized change charge approved by the Commission. No charges will be assessed if the Changing Party provides proof that the change was authorized

1.7.4 BellSouth, to safeguard its interests, may require a security deposit prior to or at any time after the provision of a Service to be held as a guarantee of the payment of rates and charges only where MCIm has a proven history of late payments to BellSouth or does not have established credit. Such deposit shall not exceed the actual or estimated rates and charges for the Services for a two month period. The fact that a deposit has been made in no way relieves MCIm from complying with this Agreement as to the prompt payment of bills. At such time as the provision of Services to MCIm is terminated, the amount of the deposit will be credited to MCIm's account and any credit balance which may remain will be refunded. To the extent such a deposit is required under the terms of this Section, such deposit shall be refunded or credited to MCIm's account when MCIm has established credit, or in any event, after MCIm has established a one-year prompt payment record at any time prior to the termination of the provision of Service. In the case of a cash deposit, for the period the deposit is held by BellSouth, MCIm will receive interest at the same

percentage rate as set forth in Section 4.2.11 of this Attachment. The rate will be compounded daily for the number of days from the date the deposit is received by BellSouth to and including the date such deposit is credited to MCIm's account or the date the deposit is refunded. Should a deposit be credited to MCIm's account, as indicated above, no interest shall accrue on the deposit from the date such deposit is credited to MCIm's account.

1.7.5 Customer Contact. BellSouth shall recognize MCIm as the Customer of record for all Services and Interconnection ordered by MCIm, and shall send all notices, invoices, and information which pertain to these ordered services directly to MCIm. MCIm will provide BellSouth with addresses to which BellSouth must send these notices, invoices, and information.

1.7.5.1 MCIm will be the single point of contact with BellSouth for all subsequent ordering activity resulting in additions or changes to resold services except that BellSouth will accept a request directly from the end user for conversion of the end user's service from MCIm to BellSouth or will accept a request from another CLEC for conversion of the end user's service from MCIm to the other LEC. BellSouth will notify MCIm, via a loss notification report, that such a request has been processed. BellSouth shall not use MCIm resold customer records for its own marketing purposes, nor make such records available to other CLECs. If BellSouth requires information contained in the MCIm resold customer records in order to make a conversion, BellSouth shall seek this information from MCIm, which MCIm shall provide in a timely manner.

1.7.5.2 Each Party shall ensure that that Party's personnel who may receive inquiries, relating to the other Party's services, from the other Party's subscribers , or otherwise have opportunity for contact, relating to the other Party's services, with the other Party's subscribers: (i) provide appropriate referrals and telephone numbers to subscribers who inquire about the other Party's services or products; (ii) do not in any way disparage or discriminate against the other Party, or its products or services; and (iii) do not provide information about their products or services during that same inquiry or subscriber contact, unless that information specifically is requested by the subscriber. Subject to the limitations of this Section, both Parties maintain the right to serve directly any end user within the service area of the other Party. Both Parties may directly market their own telecommunications products and

services and in doing so may establish independent relationships with end users of the other Party.

1.7.5.3 Neither Party shall use the other Party's request for Customer information, order submission, or any other aspect of the pre-order, ordering and provisioning, or maintenance and repair processes or any other processes to aid its marketing or sales efforts. BellSouth shall not in any manner share with or disclose to BellSouth's retail operations or retail customer representatives any information resulting from, or the occurrence of any event in, the pre-order, ordering and provisioning, maintenance and repair, or billing functions.

1.7.5.4 In general, BellSouth will not become involved in disputes between MCIm and MCIm's end user customers. If a dispute does arise that cannot be settled without the involvement of BellSouth, MCIm shall contact the designated Service Center for resolution. BellSouth will make every effort to assist in the resolution of the dispute and will work with MCIm to resolve the matter in as timely a manner as possible.

1.7.5.5 Where BellSouth provides switching, BellSouth will process calls made to its Annoyance Call Center and will advise MCIm when it is determined that annoyance calls are originated from one of their end user's locations. It is the responsibility of MCIm to take the corrective action necessary with its end users who make annoying calls. BellSouth shall provide Annoyance Call Center service to MCIm's customers at no charge to MCIm.

1.7.6 Account Management. BellSouth will identify to MCIm one or more BellSouth representatives that will serve as MCIm's account management team for purposes of administering this Agreement and ensuring that BellSouth's obligations under this Agreement are carried out efficiently and in coordination with MCIm. The account management team's primary function is to interact with the various BellSouth operating groups on MCIm's behalf. The account management team shall be accessible to MCIm personnel to provide timely and decisive responses to MCIm's inquiries, escalations, and requests.

1.7.6.1 Expedite and Escalation Procedures.
BellSouth and MCIm shall maintain mutually acceptable escalation and expedite procedures for OSS Functions which may be invoked to facilitate rapid and timely resolution of issues. These procedures shall include, at a minimum, contact names and telephone numbers.

1.7.6.2 At MCIm's request, BellSouth's account management personnel shall meet with MCIm to discuss ways to improve the account management team and its functions.

1.7.6.3 BellSouth shall make available to MCIm via an online viewer-(via the Internet) any and all non-proprietary materials or information to which the account management team directs MCIm.

1.7.7 Training Support

1.7.7.1 BellSouth will ensure its employees are trained on the provisions of this Agreement, Applicable Law, and any other matters mutually agreed to by the Parties.

1.7.7.2 BellSouth shall make available to MCIm employees training on BellSouth's systems and processes. This training shall be equal in quality to that which BellSouth provides to itself, its affiliates, or other CLECs. BellSouth makes available basic CLEC training on its web site and shall provide one free seat each year for MCIm to attend a training session on each of BellSouth's OSS systems (e.g., TAG, LENS and TAFI). Training regarding any systems changes or modifications shall also be available on BellSouth's web site. Other training customized for MCIm's need shall be provided at rates established by BellSouth. Information and materials provided to MCIm must include, at a minimum, operational and procedural information, and BellSouth-specific system access/interface instruction.

1.7.8 Number Administration

1.7.8.1 BellSouth shall provide testing and loading of MCIm's NXXs in BellSouth's switch network prior to the date of activation specified in the LERG. Turn-up testing of MCIm's NXXs will be performed in all affected BellSouth end offices and tandem offices.

1.7.8.2 Where MCIm has obtained its own NXX, but has purchased BellSouth services for resale or has purchased switching from BellSouth, BellSouth agrees to administer the MCIm NXX in accordance with the LERG. Where MCIm provides its own switching and obtains its own NXX

code. BellSouth agrees to install the routing in its switches according to the local calling area defined by the Commission.

1.7.8.3 BellSouth shall accept MCIm orders with assigned vanity numbers and blocks of numbers assigned for use with Complex Services.

1.7.8.4 NXX Migration. Migration of NXXs will be done according to the provisions of Attachment 7 of this Agreement.

1.7.8.5 For resold Services, telephone numbers may normally be retained by the end user. Neither the Parties nor any end users have a property right to the telephone number, and no right to being served by any particular central office. BellSouth reserves the right to change such numbers, or the central office designation associated with such numbers, or both, at Parity and on a non-discriminatory basis, whenever BellSouth deems it necessary to do so in the conduct of its business.

1.7.8.6 During the term of this Agreement, MCIm shall contact the numbering resources administrator designated by the FCC for the assignment of central office codes and other numbering resources.

1.7.8.7 When BellSouth provides the switching function, BellSouth will provide MCIm with on line access to reservation of up to 100 telephone numbers, per Common Language Location Identifier Code (CLLIC), for MCIm's sole use, on a first come first served basis. Such reservation of telephone numbers, on a pre-ordering basis shall be for a period of ninety (90) days. MCIm acknowledges that there may be instances where there is a shortage of telephone numbers in a particular CLLIC and in such instances, BellSouth shall use its best efforts to reserve for a ninety (90) day period a sufficient quantity of numbers that will meet MCIm's reasonable need in that particular CLLIC. In addition, BellSouth may request, on a reasonable, non-discriminatory basis, that MCIm cancel its reservations of numbers. MCIm shall comply with such request.

1.7.9 Customer Payment History. BellSouth will participate in NCTDE (National Consumer Telecommunications Data Exchange)and commit to providing NCTDE with two years of historical information on UCAs for their local accounts and also report current UCA information in accordance with NCTDE required timelines for the purpose of providing

MCIm with third party access to Customer Payment History. BellSouth will make the following Customer payment history information available in accordance with the NCTDE format to the extent the same is available for BellSouth's own use for each Person or entity that applies for (i) local service; or (ii) intraLATA toll Telecommunications Service(s):

1.7.9.1 Applicant's name;

1.7.9.2 Applicant's address;

1.7.9.3 Applicant's previous phone number, if any;

1.7.9.4 Amount, if any, of unpaid balance in applicant's name;

1.7.9.5 Whether applicant is delinquent on payments;

1.7.9.6 Whether applicant had local or intraLATA toll service terminated or suspended within the last six (6) months with an explanation of the reason therefor; and,

1.7.9.7 Whether applicant was required by prior local or intraLATA toll provider to pay a deposit or make an advance payment, including the amount of each.

1.7.10 BellSouth shall not refuse service to MCIm for any potential MCIm subscriber on the basis of that subscriber's past payment history with BellSouth.

1.7.11 The provision of Services by either Party to the other shall not create a property interest of the served Party in the providing Party's facilities or equipment.

1.8 **Performance Standards.** BellSouth shall comply with the intervals set forth in this Attachment, and the provisions of Attachment 10 of this Agreement. .

1.9 Provision of Specific Services

1. 9.1 Caller ID

1.9.1.1 When BellSouth is providing switching, BellSouth shall provide all relevant ordering process information necessary for MCIm to order both Caller ID and Caller ID with Name for MCIm Customers.

1.9.1. 2 BellSouth shall use its best effort in working with MCIm to ensure that Caller ID and Caller ID with Name work for both local and 1+ calls for MCIm Customers.

1.9.2 TTY/TDD. BellSouth shall cooperate with MCIm to provide services necessary to serve TTY/TDD Customers.

1.9.3 Telephone Line Number Calling Cards. When an End User changes local service from BellSouth to MCIm, BellSouth will terminate its existing telephone line number-based calling cards and remove any BellSouth-assigned Telephone Line Calling Card Number (including area code) ("TLN") from the LIDB, and BellSouth shall use its best efforts to remove the TLN from the LIDB within 24 hours from completion of the service order. MCIm may issue a new telephone calling card to such subscriber, utilizing the same TLN, and MCIm shall have the right to enter such TLN in LIDB for calling card validation purposes via the service order process. BellSouth will direct-bill each subscriber on the subscriber's final bill.

1.10 Use of Facilities. When a customer of MCIm elects to discontinue service and transfer service to another local exchange carrier, including BellSouth, BellSouth shall have the right to reuse the facilities provided to MCIm by BellSouth for retail or resale service, or individual loops and/or ports for that customer. In addition, BellSouth may disconnect and reuse facilities when the facility is in a denied state and BellSouth has received an order to establish new service or transfer of service from a customer or MCIm at the same address served by the denied facility.

1.10.1 Upon receipt of a service order, BellSouth will do the following:

1.10.1.1 Process disconnect and reconnect orders to provision the service which shall be due dated using current interval guidelines.

1.10.1.2 Reuse the serving facility for the retail, resale service, or individual loop(s) and/or port(s) at the same location.

1.10.1.3 Notify MCIm subsequent to the disconnect order being completed.

2. Pre-Order Requirements

2.1 Provision of Pre-Order OSS

2.1.1 BellSouth shall provide MCIm use of BellSouth's pre-order OSS Function by providing MCIm the pre-order information and data set forth in this Agreement.

2.1.1.1 At MCIm's request, BellSouth shall design, develop, implement, test and maintain an Application-to-Application pre-order interface using REDI. In its sole discretion, MCIm may elect to receive local pre-order information and functionalities using either REDI or another process used currently by MCIm .

2.1.1.2 In addition, at MCIm's request, BellSouth shall design, develop, implement, test, and maintain an Application-to-Application access service order inquiry interface.

2.1.2 Subject to applicable laws and regulations, BellSouth shall provide MCIm with access to customer profile information (i.e., customer service record **and customer payment history required under Section 1.7.9 of this Attachment**) and all other pre-order information without requiring MCIm to produce a signed or written letter of agency ("LOA"). Instead, BellSouth shall accept MCIm's blanket representation that a customer has authorized MCIm to obtain this information or data, including any CPNI contained in the information or data.

2.1.2.1 The Customer Service Record ("CSR") provided by BellSouth in Section 2.1.2 above shall be parsed according to industry standards, and such that the information in the CSR can be readily applied to an LSR by MCIm. If no industry standard exists, the parsing shall be done as specified by the CCP.

2.1.3 BellSouth shall provide MCIm with pre-order functionalities and information for all Services, regardless of the ordering method, at a level of quality that is at least equal to what BellSouth provides itself, its Customers, subsidiaries, or Affiliates, or any third party.

2.2 Business Requirements for Pre-Ordering Functions

2.2.1 BellSouth shall perform service inquiry as a pre-ordering function as requested by MCIm.

2.2.3 BellSouth shall provide the following transaction sets for access order inquiry:

2.2.3.1 Service Address Validation -- G1.0. This function allows MCIm to query BellSouth's systems for address validation using CUST PREM, working ECCKT, CLLI code. BellSouth shall respond with found, not found, alternatives, or restricted. BellSouth shall provide SWC/LSO and/or address, when appropriate. If ATIS/OBF adopts the US Postal Publication 28 Standard for Service Address, BellSouth and MCIm will base their Access Inquiry implementation on that standard.

2.2.3.2 Service Availability -- G2.0: This function allows MCIm to determine service availability or validate the earliest date of product service availability requested between two (2) SWC locations.

2.2.3.3 CFA (Channel Facility Assignment) Inquiry - G3.0. This function allows MCIm to query the current status of facility channels or slots.

2.3.3 Transaction Sets for Local Pre-Order. BellSouth shall provide to MCIm, upon request and on a mutually agreeable schedule, at a minimum the following Transaction Sets for local pre-order via an EDI TCP/IP SSL3 TCIF 98-006 (Interactive Agent Specification) interface or as requested by MCIm.

2.3.3.1 Address Validation Inquiry & Response Transaction Set. This transaction set will provide MCIm the ability to:

2.3.3.1.1 Validate a service address and identify the serving end office switch per address based on submission of the parsed fielded address elements (i.e., SASN, SANO, SAPR, SASD, SASF, SASS, and SATH); and

2.3.3.1.2 Validate a service address and identify the serving end office switch per address based on submission of the working telephone number for residential service type only.

2.3.3.2 Telephone Number Assignment Inquiry & Response Transaction Set. This transaction set will provide MCIm the ability to:

2.3.3.2.1 Confirm number reservations Near Real Time for simple services number reservations and within 24 hours for number reservations associated with complex orders;

2.3.3.2.2 Request telephone number (TN) - (i.e., select, exchange, reserve, or return) based upon submitting the fielded address elements (i.e., SASN, SANO, SAPR, SASD, SASF, SASS, and SATH);

2.3.3.2.3 Validate a service address with TN activity (i.e., select, exchange, reserve, or return) based upon submitting a valid telephone number;

2.3.3.2.4 Exchange previously selected or reserved TN(s);

2.3.3.2.5 Return to BellSouth's inventory, previously-selected or reserved TN(s);

2.3.3.2.6 Where MCIm has not obtained its own NXX and pursuant to MCIm's request, reserve up to 100 telephone numbers for general applications, as available, per NPA-NXX, for MCIm's exclusive use;

2.3.3.2.7 Reserve additional TNs as needed for specific Customer demands; and

2.3.3.2.8 Obtain access to abbreviated dialing codes and the ability to obtain telephone numbers (including vanity numbers) while a Customer is on the phone with MCIm. BellSouth shall provide the same range of number choices to MCIm, including choice of exchange number, as BellSouth provides its own Customers. Reservation and aging of numbers will remain BellSouth's responsibility.

2.3.3.3 End User CSR Inquiry & Response Transaction Set. This transaction set will provide MCIm with the capability to request and receive a Customer Service Record (CSR) from BellSouth's Customer Record Information System (CRIS). The CSR requested

by MCIm must be based upon a valid Account (Billing) or Telephone Number. BellSouth's CRIS CSR will contain all end-user account details that BellSouth is required by law to provide.

2.3.3.4 Access Billing (CABS) CSR Inquiry & Response Transaction Set. This transaction set will provide MCIm with the capability to request and receive an end user Customer service record (CSR) from BellSouth's Carrier Access Billing System (CABS).

2.3.3.5 Service and Feature Inquiry & Response Transaction Set. This transaction set will provide MCIm with the capability to request and receive an itemization of services and features available within a specific NPA-NXX. This transaction set is specific to a valid NPA-NXX available at the serving end office/switch and loop facilities.

2.3.3.6 PIC Company Code Inquiry & Response Transaction Set. This transaction set will provide MCIm with the capability to request and receive information for intraLATA and interLATA carriers available for Customer selection on a NPA-NXX level.

2.3.3.7 Appointment Availability Inquiry & Response Transaction Set. This transaction set will provide MCIm with the capability to query BellSouth's systems to determine the availability of a proposed Appointment Date at Parity and on a nondiscriminatory basis.

2.3.3.8 Directory Listings Inquiry & Response Transaction Set. This transaction set will provide MCIm with the capability to request and receive Directory Listings details from BellSouth.

2.3.3.9 Installation Status Inquiry & Response Transaction Set. This transaction set will provide MCIm with the capability to request and receive the status for an in-progress service order. This status information may be obtained once the local response (LR) is received by MCIm and no later than one day after the order completion date.

2.3.3.10 Service Order Inquiry & Response Transaction Set. This transaction set will provide MCIm with the capability to request and receive details for an in-progress service order. Details for an in-

progress service order may be obtained between the LR date and the Appointment Date.

2.3.3.11 Loop Qualification Inquiry & Response Transaction Set. This transaction set will provide MCIm with the capability to process an inquiry to qualify Loop facilities prior to the initiation of a service order. This transaction set will comply with the Loop qualification requirements set forth in this Agreement.

2.4 Pre-Order Interface Performance and Management.

BellSouth will provide a SPOC for its OSSs, that will provide the following support to MCIm for the various BellSouth OSS interfaces. The SPOC will provide technical assistance to MCIm dealing with all associated production systems, the interface itself, and it's operability. The SPOC will also provide escalation support 24 hours 7 days a week.

2.5 Database Downloads

2.5.1 Street Address Guide(SAG). BellSouth shall provide MCIm with BellSouth's SAG data through a mutually agreeable electronic means. In addition, BellSouth shall provide MCIm with the file format and record layout of the SAG data. BellSouth shall provide updates to the SAG data via subsequent downloads of the entire SAG data file, as requested by MCIm, but no more frequently than weekly.

2.5.2 Product and Service Information Management System ("PSIMS"). BellSouth shall provide MCIm a list of the features and functions available on an end office-by-end office basis (i.e., BellSouth's PSIMS), through a mutually agreeable electronic means–. As requested by MCIm, but no more frequently than weekly, BellSouth shall provide to MCIm subsequent changes to the PSIMS via the same method used for delivery of PSIMS initially.

2.5.3 PIC Availability Database. BellSouth shall provide to MCIm the PIC availability file through a mutually agreeable electronic means —for intraLATA and interLATA carriers available for Customer selection on a central office level. In addition, BellSouth shall provide to MCIm –weekly updates to the PIC availability file

3. Ordering and Provisioning Requirements

So that MCIm may order Local Switching in combination with unbundled Loops (including UNE-P), BellSouth and MCIm will jointly develop a detailed, mutually agreeable plan for implementation. BellSouth and MCIm will meet within 30 days after MCIm's written request to commence the joint development. The Parties will complete this development no later than three months after the date of MCIm's written request. The joint implementation plan will address, but not be limited to, the processes to establish MCIm's presence in (ILEC's) switches, and the designs for trunking, signaling routing, line class code or AIN provisioning, operator services, billing, and testing. BellSouth agrees that when MCIm orders Local Switching combined with unbundled Loops (including UNE-P) on a LATA wide or metropolitan-area basis, (a) BellSouth will test, on a random basis, twenty percent (20%) of all the end offices in that area for correct routing and translations and (b) BellSouth will provide those test results at no additional cost to MCIm.

3.1 Provision of Ordering and Provisioning OSS.

3.1.1 BellSouth shall provide MCIm use of BellSouth's ordering and provisioning and access ordering OSS Functions at Parity. BellSouth shall provide MCIm the information and data set forth in this Section.

3.1.4 If either BellSouth's or MCIm's existing electronic ordering and provisioning or access ordering interfaces are unavailable, BellSouth shall employ a facsimile machine to facilitate the submission or progress of any new or existing service requests. BellSouth shall provide access to these facsimile machines for order receipt when notified by MCIm of any Application-to-Application interface unavailability. **No manual OSS charges shall apply to local service requests submitted when BellSouth's existing electronic interfaces are unavailable for reasons other than scheduled maintenance, provided the downtime does not occur outside the scheduled maintenance window; or other reasonable scheduled activities for which reasonable advance notification is provided by BellSouth, and provided the activities do not occur outside the scheduled window.**

3.2 General Business Requirements and Functions

3.2.2 Local Carrier Service Center (LCSC)/Single Point of Contact (SPOC).

3.2.2.1 BellSouth shall provide a local carrier service center ("LCSC") or equivalent that will serve as MCIm's single point of contact (SPOC) for all activities involved in the pre-ordering, ordering, and order status of BellSouth's Services. The LCSC shall process all pre-ordering, ordering, and order status functions, including but not limited to, answering questions, resolving problems, and handling expedites and escalations, for Services requested by MCIm that require manual intervention.

3.2.2.2 The LCSC shall provide to MCIm a toll-free nationwide telephone number answered by trained personnel. Hours of availability of the LCSC shall be at least at Parity with the hours of BellSouth's retail operations. At a minimum, LCSC hours of availability will be 8 a.m. to 8 p.m. Monday through Friday. Hours for inquiries concerning UNE-P shall be at least as great as hours for residential service inquiry.

3.2.2.3 The LCSC shall work cooperatively with MCIm to resolve any discrepancies or differences in information contained in various databases.

BellSouth will perform provisioning services during the following normal hours of operation, or at such additional hours as BellSouth normally performs provisioning services for itself or another carrier:

Monday - Friday - 8:00AM - 5:00PM location time (excluding holidays)
(non coordinated, coordinated orders and order coordinated - Time Specific)

Saturday- 8:00 AM - 5:00 PM location time (excluding holidays)
(non coordinated orders)

Times are either Eastern or Central time based on the location of the work being performed. All other MCIm requests for provisioning and installation services are considered outside of the normal hours of operation and will be performed subject to the application of overtime billing charges.

3.2.2.5 Ordering and provisioning measurements will be as outlined in Attachment 10 of this Agreement.

3.2.3 IntraLATA Carrier Selection

3.2.3.1 BellSouth shall provide to MCIm the capability to order local service, intraLATA, and interLATA services by entering MCIm Customer's choice of carrier on a single order. BellSouth shall provide MCIm with the capability to order separate interLATA and intraLATA carriers on a line or trunk basis.

3.2.3.2 In all cases, BellSouth will route toll calls to the appropriate carrier as designated by MCIm. BellSouth shall not be the default toll carrier in any circumstances.

3.2.4 CARE Notification to Long Distance Carrier in Resale Arrangement

{BELLSOUTH LANGUAGE}

3.4.2.1 BellSouth CARE will provide MCIm notification when an MCIm local resale customer has changed their PIC status.

3.2.4.2 BellSouth will support OBF TCSI notification on local resale as the business situation dictates. BellSouth and MCIm will work cooperatively within the industry to define CARE transactions supporting local resale and to implement industry changes to CARE on a mutually agreeable basis.

3.2.4.3 MCIm may initiate a CARE block by submitting an LSR to deny PIC change activity on MCIm end user customers. BellSouth will then reject any PIC changes using a code of 3148 for resold lines.

3.2.4.4 BellSouth CARE transactions supporting the LSR process and account maintenance are as follows:

40XX = Local Resale Subscription order install by switch provider (SWP)
42XX = Local Resale subscription service disconnected by switch provider (SWP)
43XX = Local Resale customer information changes by switch provider (SWP)

{MCIm LANGUAGE}

3.2.4.1 BellSouth shall notify MCIm, using OBF-approved CARE transactions, whenever an MCIm Customer who is provided local service through Local Resale, INP, LNP, or Network Elements

(including Combinations) changes MCIm's Local Resale customer's PIC status.

3.2.4.2 BellSouth shall support and implement new transaction code status indicators (TCSIs) defined by OBF in support of Local Resale and Network Elements (including Combinations) to enable MCIm to provide seamless Customer service.

3.2.4.3 BellSouth shall not process any IXC-initiated PIC change transaction on behalf of MCIm in Local Resale, or Network Elements (including Combinations) arrangements. To allow IXCs to send correct requests to the LSP(MCIm), BellSouth shall reject all IXC-initiated PIC changes including MCI's with the following reject TCSIs.

3147 = Working Telephone Number (WTN) Rejected Without Local Service Provider (LSP) Identification (ID) Code – Local Resale Services PIC request must be submitted directly to LSP. LSP ID not provided.

3148 = Working Telephone Number (WTN) Rejected with LSP ID – Local Resale service PIC request must be submitted directly to LSP. LSP ID provided.

3149 = Order Rejected – Local Resale Service Status Indicator (SI) not valid for local resale service activity.

3150 = Working Telephone Number (WTN) Rejected with LSP ID – Ported Number Arrangement AC initiated PIC request must be submitted directly to LSP due to ported number arrangement. LSP ID provided.

3.2.4.4 BellSouth shall support and implement any new Transaction Code Status Indicators (TCSIs) defined by OBF in support of Local Resale.

3.2.4.5. BellSouth shall implement TCSIs used in conjunction with the LSR for handling Account Maintenance, Customer Service, and Trouble Administration issues. These TCSIs include the following and others as OBF may define.

20XX = Subscription Order Install
21XX = Subscription Order Rejected
31XX = Subscription Order Rejected Continued
41XX = Subscription Order Rejected
22XX = Subscription Service Disconnected
23XX = Customer Information Changes
24XX = Customer Listing
25XX = Response to AC request for Information
26XX = AC request for Information Rejected
27XX = Advisory Information on AC End User
28XX = Pending Subscription Order
29XX = Reconciliation/Verification Response
30XX = Call Screening Information
32XX = End User Information to Non-Subscribed AC

3.2.4.6 BellSouth shall send a CARE transaction 2231 to notify MCIm that access is now provided by a new IXC.

3.2.5 Service Migrations and New Subscriber Additions

3.2.5.1 When switching is provided by BellSouth, and unless otherwise specified by MCIm, BellSouth will migrate a customer from BellSouth's services to MCIm's service without loss of feature availability and **functionality and, to the extent the customer's voice mail service is available for resale to MCIm pursuant to Attachment 2 of this Agreement and MCIm chooses to purchase such voice mail service from BellSouth,** without loss of voice mail (including the current mail box and its characteristics, if requested by MCIm) and associated ancillary services, including, but not limited to, Directory Listings, LIDB, Operator Services, and 911/E911. BellSouth shall not intentionally or unnecessarily interrupt feature capability.

3.2.5.2 BellSouth shall recognize MCIm as an agent for the Customer in coordinating the disconnection of services provided by BellSouth. BellSouth will disconnect the BellSouth-provided services based on the information MCIm places on the local service request. In the case of a coordinated conversion, BellSouth will work with MCIm to coordinate the disconnection and connection of the end user's service.

3.2.5.3 For coordinated loop conversions and stand alone INP, BellSouth shall verbally coordinate the disconnect with MCIm and perform switch translations so as to limit end user service outage. BellSouth and MCIm will mutually agree upon a cutover time 24 to 48 hours prior to the actual conversion. MCIm may designate the conversion time when the conversion involves a loop by requesting "order coordination -- time specific" conversion at rates set forth in Attachment 1 of this Agreement. Both parties will use best efforts to ensure mutually agreed to conversion times, as identified in this paragraph, will commence within 30 minutes of the agreed time. For subscriber conversions requiring Coordinated Cut-Over activities, on a per order basis, BellSouth and MCIm will agree on a scheduled conversion time. BellSouth shall notify MCIm when conversion is complete. BellSouth shall comply with the performance measurements relating to End User service interruptions as set forth in Attachment 10. For coordinated conversions of other Services, BellSouth and MCIm shall work cooperatively to establish conversion procedures and rates

3.2.6 Intercept Treatment and Transfer of Service Announcements. At MCIm's request, BellSouth shall provide unbranded or MCIm-branded intercept treatment and transfer of service announcements to MCIm's Customers. BellSouth shall provide such treatment and transfer of service announcement at Parity and on a non-discriminatory basis.

3.2.7 Desired Due Date (DDD). BellSouth shall complete all service request activities for related orders on a single, common due date, provided the same common date is specified on each LSR for the related orders. This single, common date will be reflected on the FOC of each related order.

3.2.7.1 MCIm will specify on each order the Desired Due Date (DDD). BellSouth shall not complete the order prior to DDD, unless authorized by MCIm or later than the date on the FOC without providing a jeopardy notification.

3.2.7.2 Expedites. Requests for due dates that are earlier than the BellSouth offered date will be treated as an expedite request. In order to request an expedited due date, MCIm must request the expedite through the LCSC. The LCSC will coordinate the request internally with the appropriate groups within BellSouth in order to establish the date BellSouth will target as the offered date. The LCSC will advise MCIm

of this date. BellSouth may bill expedite charges for expedited due dates and will advise MCIm of any charges at the time the offered date is provided. The rates for expedite charges are set forth in Attachment 1 of this Agreement, and no expedite charges shall apply for a request not completed by **the offered date.**

3.2.8 Customer Premises Inspections and Installations

3.2.8.1 Where access to the Customer's premises is required, BellSouth shall provide MCIm with the ability to schedule, at Parity, Customer premises installations.

3.2.8.3 In accordance with BellSouth's procedures and on Parity with provision of such services to BellSouth's customers, at MCIm's request, BellSouth shall, as specified on MCIm's order, cable from the demarcation point to the customer's equipment location. Rates and charges for this work shall be at Parity with those charged by BellSouth to its customers.

3.2.9 Firm Order Confirmation (FOC)

3.2.9.1 BellSouth shall provide to MCIm a Firm Order Confirmation ("FOC") for each MCIm LSR via the same interface used to submit the LSR. BellSouth shall send only one FOC per LSR. An electronic FOC shall contain information based on industry guidelines as developed by the CCP. A manual FOC shall contain, at a minimum, the MCIm purchase order number, BellSouth's order number, committed due date, and assigned TN (or circuit ID).

3.2.9.2 After MCIm's receipt of a BellSouth FOC, any change in the Due Date not initiated by an LSR will be considered a Jeopardy.

3.2.10 Order Rejections

3.2.10.1 BellSouth shall reject and return to MCIm any service request that BellSouth cannot provision, due to technical reasons, or for missing, inaccurate or illegible information. When an order is rejected, BellSouth shall, in its reject notification, specifically describe all of the reasons for which the order was rejected. **BellSouth shall review the entire order, and shall identify all reasons for rejection in a single review of the current version (e.g., ver 00, 01, etc.) of the LSR.**

3.2.11 Service Request Changes (Supplemental Service Requests)

3.2.11.1 If an installation or other MCIm-requested work requires a change from the original MCIm service request in any manner, BellSouth shall notify the appropriate MCIm ordering center designated in advance of performing the installation or other work to obtain authorization. BellSouth shall then provide MCIm an estimate of additional labor hours or materials. After all installation or other work is completed, BellSouth shall immediately notify MCIm of the actual labor hours or materials used in accordance with regular service request completion schedules.

3.2.11.1.1 If additional work is completed on a service request, as approved by MCIm, BellSouth must report the cost of the additional work immediately to the MCIm ordering center that originated the request(s).

3.2.11.1.2 If a service request can only be partially completed, BellSouth shall notify MCIm prior to completing the request, and if MCIm approval is received, BellSouth shall follow the jeopardy procedures of this Section [3.2].

3.2.11.2 Where BellSouth provides installation and the MCIm Customer requests a service change at the time of installation, BellSouth shall immediately notify MCIm at the telephone number on the service order of that request. The BellSouth technician should notify MCIm in the presence of the MCIm Customer so that MCIm can negotiate authority to install the requested service directly with that Customer and the technician and revise appropriate ordering documents as necessary. At no time should the BellSouth representative perform any work not ordered by MCIm, even at the Customers' request, without approval from the MCIm ordering center.

3.2.12 Jeopardy Situations. BellSouth shall provide to MCIm notification of any known jeopardy situations prior to the Due Date. Such notification shall contain a new committed Due Date. If BellSouth is unable to provide a new committed Due Date, BellSouth shall provide MCIm a supplemental notification containing a new committed Due Date, and BellSouth shall provide a new committed Due Date at Parity and on a nondiscriminatory basis. BellSouth shall provide notice of missed appointments and any other delay or problem in completing work specified on MCIm's service request as detailed on the FOC.

3.2.13 Service Suspensions/Restorations. Where BellSouth provides switching and upon MCIm's request through a Suspend/Restore order, BellSouth shall suspend or restore service. BellSouth will deny or disconnect service to MCIm's end user on behalf of, and at the request of, MCIm. Upon restoration of the end user's service, restoral charges will apply and will be the responsibility of MCIm. All requests for denial or disconnection shall be via an LSR.

3.2.14 Loss Notifications. BellSouth shall provide to MCIm information notifying MCIm of any services disconnected from MCIm. Such notification shall be provided electronically on a daily basis, using a system currently in place between the Parties, and any changes in the system must be mutually agreeable.

3.2.15 Completion Notification. Upon completion of a service request submitted electronically, BellSouth shall submit to MCIm,**via the same electronic interface used to submit the order,** an order completion notification that complies with the OBF/LSOG business rules and ATIS models, as modified by the CCP. **{MCIm Language For manual LSRs, the completion notification shall be sent manually to the MCIm ordering center designated on the LSR.}** **{BellSouth Language Completion information for service requests submitted both manually and electronically is available via BellSouth's web based system known as CSOTS}.**

3.2.16 Fulfillment Process. MCIm will conduct all activities associated with the account fulfillment process for all MCIm Customers.

3.2.17 Specific Unbundling Requirements

3.2.17.1 MCIm may order and BellSouth shall provision individual or multiple unbundled Network Elements (including any combinations to which the Parties have agreed in Attachment 3) on a single order consistent with applicable OBF guidelines..

3.2.17.2 The Parties shall work cooperatively to ensure that Network Elements and switch translations function properly to support MCIm's service offerings. .

3.2.17.3 When MCIm orders Existing Combinations of Network Elements that are functional in BellSouth's network, such Existing Combinations shall remain connected and functional without any disconnection or disruption of functionality, unless otherwise specified by MCIm. Charges for such Existing Combinations shall be as provided for in Attachment 3 and Attachment 1 of this Agreement.

3.2.17.4 When MCIm orders Network Elements, BellSouth shall work cooperatively with MCIm to ensure compatibility between Network Elements where technically feasible.

3.2.17.5 When MCIm orders Network Elements or combinations specified in this Agreement, it will be BellSouth's responsibility to provide to MCIm the information necessary to support the ordering of Network Elements and combinations. This responsibility includes, but is not limited to, identification of forms required for Network Element or combination orders; fields requiring population for Network Element or combination orders, and the specific data element entries required to support these orders. BellSouth's failure to provide such information shall not preclude MCIm from ordering Services.

3.2.18 NPA Splits. BellSouth shall provide, at Parity and on a nondiscriminatory basis, advance information of the details and requirements for planning and implementation of NPA splits or other network changes impacting MCIm or its Customers.

3.2.20 BellSouth shall provide to MCIm information on charges associated with special construction.

3.2.22. BellSouth shall verify the status of connected facility assignments and notify MCIm of any conflicts.

3.2.25 USOC Codes. BellSouth shall provide MCIm with a complete, electronic copy of USOC codes, and an accompanying alphanumeric description of each code, used by BellSouth.

3.2.26 Blocking Services. Upon request from MCIm, where BellSouth provides switching, BellSouth shall provide blocking of 700, 900 and 976 services, or other services of similar type as may now exist or be developed in the future.

In addition, BellSouth shall provide Billed Number Screening (BNS), including required LIDB updates, or equivalent service for blocking completion of bill-to-third-party and collect calls, on a line, trunk, or individual service basis.

3.4 Ordering and Provisioning Interface Performance and Management.

3.4.1 Ordering and Provisioning Intervals

3.4.1.1 For service requests from MCIm to BellSouth, the Parties will use an Access Service Request ("ASR"), a Local Service Request (LSR), or another request format as specified by BellSouth, which ever is applicable for the service being requested. BellSouth will process and complete service requests at Parity. Intervals for FOC returns and for installation of Services shall be as set forth in BellSouth's Interval Guide available on the BellSouth website.

3.4.1.2 BellSouth shall provide MCIm a FOC within the following intervals and all such FOCs shall be firm commitments based on BellSouth's check of available facilities.

3.4.1.2.1 for DS1 service requests (trunk augments or new trunk groups), within two business days after receipt of the ASR;

3.4.1.2.2 for DS3 service requests (trunk augments or new trunk groups), within three business days after receipt of the ASR;

3.4.1.2.3 for DS0/DS1 Loops (new Loops or augments to existing service), within two business days after receipt of the LSR; and

3.4.1.2.4 for DS3 Loops (new Loops or augments to existing service), three business days after receipt of the LSR.

3.4.1.2 Installation intervals will be as set forth in the BellSouth Product & Services Interval Guide Issue 2b dated December 1999.

3.4.1.4 Orders that comprise a major project will be submitted at the same time, and their implementation will be jointly planned and coordinated by the Parties. Major projects are unusual or extraordinary projects that require the coordination and execution of multiple orders or related activities between BellSouth and MCIm work groups, including, but not limited to, the initial establishment of local Interconnection Trunks groups or Meet Point trunk groups or service in a service area, NXX code moves, re-homes, facility grooming, or network rearrangements.

3.5 Cooperative Testing

3.5.1 Network Testing

3.5.1.1 BellSouth shall perform all pre-service network testing, at Parity, prior to the completion of the order, including, but not limited to, testing on local service facilities and switch translations, and verification of features, functions, and services ordered by MCIm.

3.5.1.2 BellSouth and MCIm shall work cooperatively to resolve problems in either Party's network. Both Parties shall mutually agree on scheduled cooperative test times if required to isolate and clear troubles in either Party's network.

3.5.1.3 BellSouth shall perform electronic loop tests at MCIm's request and provide MCIm with results from electronic loop tests.

3.5.1.4 The Parties shall cooperate with each other to test trunks prior to turn up. Such testing shall be performed at Parity and on a nondiscriminatory basis.

3.6 {MCIm LANGUAGE} LNP Ordering. BellSouth and MCI will adhere to the process flows and cutover guidelines in accordance with industry standards (OBF-approved process flows).

3.6.1 Each LSR will include the Service Provider Identification ("SPID") of the New Service Provider that the New Service Provider would also provide to the NPAC. Each Party shall provide to the other Party advance written notice of any changes in its SPID.

3.6.2 For Non-Complex LNP Orders, the Old Service Provider shall acknowledge receipt of each LSR within two (2) business days after the date of the LSR by issuing an LR or a rejection of the LSR.

3.6.3 If the Old Service Provider is unable to meet the deadline for providing an LR, it shall contact the New Service Provider within the two (2) business day LR interval and indicate it has received the order, and the Parties will negotiate a mutually agreeable LR delivery time.

3.6.4 Both Parties shall cooperate in the process of porting numbers form one carrier to another so as to limit service outage for the ported subscriber. BellSouth will set unconditional 10-digit triggers where applicable, which should ensure no interruption to the End User. Where triggers are set, BellSouth removes the ported number at the same time the trigger is removed

3.6.5 For porting of numbers where triggers are not set, the Parties shall coordinate the porting of the number between service providers so as to minimize service interruptions to the End User.

3.6.6 Each Party shall note on the LSR any Reserved or Suspended Numbers to be ported using LRN.

3.6.7 Order rejections by BellSouth must detail any errors identified in any of the LSR's data fields and any other reason(s) for the rejection.

3.6.8 The standard interval for non-complex services is three business days after the receipt of an accurate LSR. If the LSR specifies a desired due date that is later than the standard interval of three business days, the order will be completed on such desired due date.

3.6.9 For the first number to be ported in a particular NPA-NXX, the standard interval for processing and completing the port will be five business days after the new service provider's receipt of an accurate LSR.

3.6.10 For Complex LNP Orders, the intervals for issuing an LR and for completing the port will be determined by the mutual agreement of the Parties on a case-by-case basis.

3.7 LNP Trouble Reports. The Parties will work cooperatively to accept and handle trouble reports from the other Party when isolated to either Party's

network. Trouble reports will be cleared by both Parties in time frames which are at parity to time frames experienced by each Party's end users.

3.6 BellSouth and MCI will adhere to the process flows and cutover guidelines outlined in "The Local Number Portability Ordering Guide for CLECs," Issue 1b, dated October 10, 1999.

3.6.1 BellSouth and MCI will work cooperatively to implement changes to LNP process flows ordered by the FCC or as recommended by standard industry fora addressing LNP.

3.6.2 Both Parties shall cooperate in the process of porting numbers form one carrier to another so as to limit service outage for the ported subscriber. BellSouth will set LRN unconditional or 10-digit triggers where applicable which should ensure no interruption to the End User. Where triggers are set, BellSouth removes the ported number at the same time the trigger is removed.

3.6.3 For porting of numbers where triggers are not set, the Parties shall coordinate the porting of the number between service providers so as to minimize service interruptions to the End User.

3.6.4 BellSouth and MCIm will use best efforts to meet Intervals for returning firm order confirmations as well as overall provisioning intervals as outlined in the BellSouth Products and Services Interval Guide.

3.6.5 MCIm may escalate to the LCSC where FOC intervals are not met and the LCSC will provide a targeted interval for FOC.

3.6.6 The standard interval for non-complex services is three business days after the receipt of a clean LSR. If the LSR specifies a desired due date that is later than the standard interval of three business days, the order will be completed on such desired due date.

3.6.7 For the first number to be ported in a particular NPA-NXX, the standard interval for processing and completing the port will be five business days after the new service provider's receipt of a clean and accurate LSR.

3.7 The Parties will work cooperatively to accept and handle trouble reports from the other Party when isolated to either Party's network. Trouble reports will be cleared by both Parties in time frames which are at parity to time frames experienced by each Party's end users.

4. Connectivity Billing and Recording

4.1 Provision of Connectivity Billing and Recording

4.1.1 This Section 4 describes the requirements for each Party to bill and record all charges incurred by the other Party when purchasing Services under this Agreement.

4.1.1.1 The Parties acknowledge that for billing and recording from MCIm to BellSouth, the volume of this billing and recording does not warrant nor do the Parties desire an Application-to-Application interface. Therefore, MCIm will provide BellSouth with billing and recording in paper format.

4.1.1.2 The Parties acknowledge that for billing and recording from BellSouth to MCIm the Parties have deployed an Application-to-Application interface (i.e., CONNECT:Direct). As described in more detail in this Section [4], BellSouth shall continue to provide MCIm with Connectivity Billing and recording and all related information and functionalities through the existing electronic interface, and BellSouth shall modify, enhance and upgrade that interface to conform with and satisfy the requirements of Sections [4.2] and [4.5].

4.1.2 BellSouth shall provide Connectivity Billing and recording at a level of quality that is at Parity to that which it provides to itself, its affiliates and to third parties.

4.1.3 BellSouth shall issue all Connectivity Bills in accordance with the terms and conditions set forth in this Section [4].

4.2 General Requirements and Functions

4.2.1 Compliance with ATIS standards. The Parties shall comply with various industry, OBF guidelines, and other standards referred to throughout this

Agreement. To satisfy these requirements, both parties shall adhere to mutually agreed upon interpretations of all standards referred to in this Agreement. These OBF guidelines include, but are not limited to:

4.2.1.1 The Parties shall issue all Connectivity Bills containing such billing data and information in accordance with the most current version of CABS BOS, or if development time is required, within two versions of the current CABS BOS standard. To the extent that there are no CABS BOS, or MECAB standards governing the formatting of certain data, such data shall be issued in the format mutually agreed to by BellSouth and MCIm.

4.2.1.2 BellSouth shall transmit Connectivity Billing information and data in the appropriate CABS BOS format electronically via CONNECT:Direct to the other party at the location specified by such party. MCIm data centers will be responsible for originating the calls for data transmission. BellSouth shall transmit in accordance with mutually agreed to technical specifications. MCIm will supply to BellSouth its RACF ID and password before the first transmission of data via CONNECT:Direct. Any changes to either party's CONNECT:Direct Node ID must be sent to the other party no later than thirty (30) calendar days before the changes take effect.

4.2.1.3 OBF Issue 1141 for Reciprocal Compensation (Final Closure)

4.2.1.4 OBF Issue 1201 for Interconnection Trunks (Final Closure)

4.2.1.5 OBF Issue 1202 for Unbundled Loops (Final Closure)

4.2.1.6 OBF Issue 1197 for INP (Final Closure)

4.2.1.7 OBF Issue 1215 for Resale (Final Closure)

4.2.1.8 OBF Issue 1284 for LNP (Final Closure)

4.2.1.9 OBF Issue 1287 for Unbundled Network Elements (all original seven (7) Network Elements (Final Closure)

4.2.1.10 OBF Issue 1548 for verification of UNE bills (not to Final Closure)

4.2.1.11 OBF Issue 1549 for uniquely identifying UNE usage on a bill (not to Final Closure)

4.2.1.12 OBF Issue 1667 for exchanging billing information for Unbundled Network Elements (not to Final Closure)

4.2.2 Bill Rendering. The Parties shall bill each other for each Service supplied pursuant to this Agreement at the rates forth in this Agreement. Billing may only begin upon acceptance of Service.

4.2.2.1 The Parties shall record and bill in accordance with this Agreement those charges incurred as a result of the purchase of Services, as set forth in this Agreement (hereinafter "Connectivity Charges").

4.2.2.2. The Parties will bill Connectivity Charges in a CABS BOS format. The Parties will conform each CABS BOS bill in accordance with CABS BOS guidelines.

4.2.3. Information Contained in a Connectivity Bill. Each service purchased b MCIm shall be assigned a separate and unique billing code in the form agreed to by the parties and such code shall be provided to MCIm on each Connectivity Bill in which charges for such services appear.

4.2.3.1 Each such billing code shall enable MCIm to identify the service as ordered by MCIm.

4.2.3.2. Each Connectivity Bill shall set forth the quantity and description of each such service provided and billed to MCIm. All Connectivity Charges billed to MCIm shall indicate the state from which such charges were incurred, in accordance with OBF guidelines.

4.2.3.3. When MCIm collocates with BellSouth in BellSouth's facility as described in this Agreement, capital expenditures (e.g., costs associated with building the "cage"), shall not be included in the Connectivity Bill provided to MCIm pursuant to this Attachment 8. All such capital expenses shall be given a unique BAN and invoice number. All invoices for capital expenses shall be sent to the location specified by MCIm for payment. All other non-capital recurring collocation expenses shall be billed to MCIm in accordance with this Agreement. (The CABS Billing Output Specifications ("BOS") documents provide the guidelines

on how to bill the Connectivity Charges associated with collocation.) The bill label for such collocation charges shall be entitled 'Expanded Interconnection Service." The bill label for non-capital recurring collocation expenses shall be entitled "Collocation."

4.2.3.4 The Parties shall provide to each other monthly Connectivity Bills that included all Connectivity Charges incurred by and credits and/or adjustments due to the Purchasing Party for those services ordered, established, utilized, or performed pursuant to this Agreement. The Parties shall render bills in a single bill cycle. Billing Account Numbers (BANs) shall be consolidated by service type according to OBF guidelines and as mutually agreed to by the Parties. Bill format shall be in compliance with OBF guidelines. Detailed documentation shall be sent with the bill for any debit/credit adjustments. Each bill provided by either Party shall include:

4.2.3.4.1. all non-usage sensitive charges incurred for the period beginning with the day after the current bill date and extending to, and including, the next bill date;

4.2.3.4.2. any known unbilled non-usage sensitive charges for prior periods which are incurred under this **Agreement {MCIm Language on or before one (1) year preceding the Bill Date except } {BellSouth Language to the extent permitted by law};**

4.2.3.4.3. unbilled usage sensitive charges for the period beginning with the last bill date and extending up to, but not including, the current bill date for interconnection and extending through the bill date for resold services;

4.2.3.4.4. any known unbilled usage sensitive charges for prior periods which were incurred under this **Agreement {MCIm Language on or before one (1) year preceding the Bill Date except } {BellSouth Language to the extent permitted by law};**

4.2.3.4.5. any known unbilled adjustments,which were incurred under this **Agreement {MCIm Language on or before one (1) year preceding the Bill Date except } {BellSouth Language to**

the extent permitted by law}, and substantiated with complete documentation detailing specific adjustments.

4.2.3.5 The Bill Date must be present on each bill transmitted by the Parties, and must be a valid calendar date **and not more than ninety (90) days old.**

4.2.3.6 In compliance with OBF issue 1141, reciprocal compensation charges will be identified as the jurisdiction of 'Local' and not as interstate, or intrastate, on each bill where 'Jurisdiction' is identified. IntraLATA toll charges will be identified as Intrastate/IntraLATA or Interstate/IntraLATA (limited states) on each bill where jurisdiction is identified. BellSouth shall provide from and through dates for charges rendered on all Connectivity Bills.

4.2.3.7 BellSouth shall separately identify business charges from residence charges, as applicable for resale, in a Connectivity Bill. In addition, BellSouth shall assign a specific adjustment or reference number provided by MCIm to each adjustment and credit included on a Connectivity Bill.

4.2.3.8 On Connectivity Bills BellSouth renders to MCIm, BANs will be 13 alpha/numeric characters. The Bill Date will be the same day, month to month, per BAN. Each Party will provide the other Party at least 30 calendar days written notice prior to changing, deleting, or transferring services between BANs. The Parties shall provide one Connectivity Billing invoice associated with each BAN. Each invoice must contain an invoice number (which will vary from month to month). On each bill associated with a BAN, the appropriate invoice number and the charges contained on that invoice must be reflected. BellSouth shall deliver to MCIm all Connectivity Bills no later than ten calendar days after the Bill Date and at least 20 calendar days prior to the payment due date (as described in this Attachment), whichever is earlier. MCIm shall deliver to BellSouth all Connectivity Bills no later than ten calendar days after the Bill Date and at least 20 calendar days prior to the payment due date (as described in this Attachment), whichever is earlier. Any Connectivity Bill received on a Saturday, Sunday or a day designated as a bank holiday will be deemed received the next business day. If either Party fails to receive Connectivity Billing data and information within the time period

specified above, the payment due date will be extended by the number of days receipt has been delayed.

4.2.5 Measurement of minutes of use will be in actual conversation seconds for those services that are billed based on conversation seconds. The total conversation seconds measured by each billing switch per chargeable rate elements will be totaled for the entire monthly bill cycle, and rounded to the next whole minute for UNEs, and rounded to the nearest whole minute for local interconnection usage. Local Resale will be billed in the increments in accordance with the BellSouth's underlying retail tariff.

4.2.6 Each Party shall provide to the other Party a single point of contact (SPOC) for handling any questions or problems regarding Connectivity Bills or that may arise during the implementation and performance of the obligations of this Section [4]. Each SPOC will be available via a single telephone and telephone number (not through an answering center).

4.2.7 Official Bill. Each Party receiving bills shall indicate to the other Party a primary and secondary form of official bills sent by the other Party. The official bill will take precedence over any bill received via a different medium. In addition, BellSouth shall make available for its secondary billing media microfiche, CD ROM, and magnetic tape, but in no event paper. Charges for secondary bills are as set forth in Attachment 1 of this Agreement. Notwithstanding any other provision of this Section 4.2.7, until MCIm converts its billing system from a paper medium, it shall provide its bills only on paper.

4.2.8. Additional Copies. If either party requests an additional copy(ies) of a bill, such party shall pay the other party, at rates set forth in Attachment 1 of this Agreement, for such additional bill copy, unless such copy was requested due to errors, omissions, or corrections or the failure of the transmission to comply with the specifications set forth in this Agreement.

4.2.9. Electronic Bills. BellSouth will send Connectivity Bills to MCIm via CONNECT:Direct as the primary medium for delivery. BellSouth may elect, with agreement from MCIm, to deliver Connectivity Bills via secondary media, such as CD ROM, diskette, microfiche, or magnetic tape. To avoid transmission failures or the receipt of Connectivity Billing information that cannot be processed, MCIm shall provide BellSouth process specifications. BellSouth shall comply with MCIm's processing specifications when BellSouth transmits a Connectivity Bill to MCIm. MCIm shall provide to BellSouth notice if a Connectivity Billing transmission is received that does not meet MCIm's specifications. This transmission will be corrected and resubmitted to MCIm, at

BellSouth's sole expense, in a form that can be processed. The payment due date for resubmitted transmissions will be thirty-five (35) days after the date that the transmission is received in a form that can be processed and that meets the specifications set forth in this Attachment.

4.2.9.1 BellSouth shall deliver to a location specified by MCIm, billing information via CONNECT:Direct, magnetic tape, CD ROM or microfiche.

4.2.10. Billing Cycle. Subject to the terms of this Section [4], including, but not limited to, Section [4.2.12], each party shall pay the other party within thirty (30) days from the issue date of the bill. If the payment due date is a Saturday, Sunday or has been designated a bank holiday payment shall be made the next business day. In the event of an emergency, system failure or other such condition which prevents BellSouth from transmitting via CONNECT:Direct, BellSouth shall notify MCIm of such difficulties within forty-eight (48) hours of detection. BellSouth shall deliver to a location specified by MCIm billing information via magnetic tape or paper, as agreed to by MCIm and BellSouth. The parties acknowledge that all tapes transmitted to the other party via U.S. Mail or Overnight Delivery and which contain Connectivity Billing data shall not be returned to the sending party.

4.2.11 Late Payment Charges. Amounts not paid within 30 calendar days after the Bill Date are considered past due and subject to the following late payment provisions:

4.2.11.1 A late payment charge may be applied, if: (i) no payment is received by the billing Party; (ii) a partial payment of the amount due is received by the billing Party after the payment due date; or (iii) payment is received by the billing Party in funds that are not immediately available to the billing Party. The late payment factor will be an amount equal to the lesser of:

4.2.11.1.1 The highest interest rate that may be levied by law for commercial transactions, compounded daily for each day after the payment due date through and including the date the billed Party makes payment to the billing Party; or

4.2.11.1.1.1 For resale and unbundled network elements, 1.5 % per month of the unpaid balance;

4.2.11.1.1.2 For access and local interconnection, 0.00059%, compounded daily, of the amount due.

4.2.12. Billing Disputes. The disputing Party must document its claim to the other Party in writing. If the Parties are unable to resolve the dispute to their mutual satisfaction, either Party may file a complaint with the Commission/Board in accordance with the Commission's/Board's rules of procedure. For purposes of this Agreement, the Dispute Date is the date on which the disputing Party presents sufficient documentation to support a claim.

4.2.12.1. Each party agrees to notify the other party upon the discovery of a billing discrepancy "Notice of Discrepancy".

4.2.12.2. In the event of such Notice of Discrepancy, the parties shall use best efforts to resolve the discrepancy within one hundred twenty (120) calendar days notification using normal business procedures. If the discrepancy is disputed, resolution of such dispute is expected to occur at the first level of management resulting in a recommendation for settlement of the dispute and closure of a specific billing period.

4.2.12.3. Closure of a specific billing period shall occur by joint Agreement of the parties whereby the parties agree that such billing period is closed to any further analysis and financial transactions, except those resulting from an Audit. Closure shall take place within six (6) months of the Bill Date. The billing period being closed represents those Connectivity Charges that were billed or should have been billed by the respective Bill Date.

4.2.12.3.1 If the dispute is resolved in favor of billing Party and the disputing Party paid the disputed amount on or before the payment due date, no interest credits or late payment charges will apply to the disputed amounts.

4.2.12.3.2 If the dispute is resolved in favor of the billing Party and the disputing Party withheld the disputed amount, any payments withheld pending settlement will be subject to the late payment charge set forth in Section 4.2.11, unless the billing party has failed to provide the billing information required by this Attachment.

4.2.12.3.3 If the dispute is resolved in favor of the disputing Party and the disputing Party paid the disputed amount, the disputing Party will receive a credit from the billing Party for the disputed amount plus interest at the rate set forth in Section 4.2.11 of this Attachment.

4.2.12.4. If the dispute is not resolved within the allotted time frame, the following resolution procedure shall begin:

4.2.12.4.1. If the dispute is not resolved within sixty (60) days of the Notice of Discrepancy, the dispute shall be escalated to the second level of management for resolution.

4.2.12.4.2. If the dispute is not resolved within ninety (90) days of Notice of Discrepancy, the dispute shall be escalated to the third level of management for resolution.

4.2.12.4.3. If the dispute is not resolved within one hundred and twenty (120) days of the Notice of Discrepancy, the dispute may be resolved pursuant to Section 23 (Dispute Resolution Procedures) of Part A of this Agreement.

4.2.12.5 Every Dispute Notification shall contain a unique tracking number assigned by the Party issuing the Dispute Notification. If the OBF adopts a guideline for documentation of a billing dispute, the Parties shall comply with such guideline and any other requirements agreed to by the Parties. Until such a guideline is adopted, sufficient documentation may consist of, but is not limited to, the following information, where the information is relevant to the dispute and available to the disputing Party:

4.2.12.5.1 The nature of the dispute (i.e., alleged incorrect rate, alleged incorrect minutes of use, etc.), including the basis for the disputing Party's belief that the bill is incorrect;

4.2.12.5.2 The type of usage (i.e., originating or terminating);

4.2.12.5.3 The end office where the minutes of use originated or terminated (if applicable);

4.2.12.5.4 The number of minutes in dispute;

4.2.12.5.5 The billing account number(s) (BANs);

4.2.12.5.6 The dollar amount in dispute;

4.2.12.5.7 The date of the Connectivity Bill(s) in question;

4.2.12.5.8 Circuit number or complete system identification and DS3 system identification if the dispute concerns a connecting facility assignment (CFA) on a DS1. Line number, trunk number and Two Six Code (TSC) may also be provided;

4.2.12.5.9 Purchase Order Number (PON) and dates involved (due date or as-of date) for disputes involving order activity and what the disputing Party believes is incorrect (e.g., non-recurring charge, mileage, circuit identification) and why it believes this to be incorrect (not received, not ordered, incorrect rate, etc.). For order activity disputes, documentation may include traffic reports, billing cycle, and, if the service is shared, both main and shared service BANs. Line number, trunk number and Two Six Code as well as end-office identification may also be provided; or

4.2.12.5.10 Any other information necessary to facilitate dispute resolution. If additional information from the disputing Party would assist in resolving the dispute, the other Party may request that the disputing Party provide this information. The request for the additional information will not affect the Dispute Date established by this Section [4.2.12].

4.2.12.6. The date of resolution will be the date on which the billing Party completes its investigation of the dispute, notifies the disputing Party of the disposition and, if the billing dispute is resolved in favor of the disputing Party, applies the credit for the amount of the dispute resolved in disputing Party's favor to the disputing Party's bill, including the interest on the disputed amount, as appropriate.

4.2.13. Each Party shall credit the other Party for incorrect Connectivity Billing charges including without limitation: overcharges, services ordered or requested but not delivered, interrupted services, services of poor quality; and installation problems if caused by the billing Party. Such credits shall be set forth in the appropriate section of the Connectivity Bill pursuant to CABS BOS guidelines.

4.2.14 Recording. The Parties will record call information in accordance with this Section [4] . Each Party will record call detail information associated with calls as follows:

4.2.14.1 For terminating interconnection minutes of use, each Party will calculate the terminating interconnection minutes of use based on standard Automatic Message Accounting ("AMA") recording made within each Party's network and use these recordings as the basis for its Connectivity Bills to the other Party.

4.2.14.2 The records described below will be provided at a Party's request and will be formatted pursuant to Section (5) of this Attachment, Bellcore (Telcordia)'s EMI standards, and the requirements of this Section [4]. These records will be transmitted to the other Party daily in EMI format via CONNECT:Direct. BellSouth and MCIm will retain, at each Party's sole expense, copies of all EMI records transmitted to the other Party for at least 90 days after transmission to the other Party.

4.2.15 BellSouth shall be responsible for billing and collecting charges from IXCs for access related to interexchange calls generated by resale subscribers

4.2.16. Data Quality. BellSouth agrees that if it transmits data to MCIm in a mechanized format, BellSouth shall also comply with the following specifications which are not contained in CABS BOS guidelines but which are necessary for MCIm to process Connectivity Billing information and data:

4.2.16.1. The Bill Date shall not contain spaces or non-numeric values.

4.2.16.2. Each Connectivity Bill must contain at least one detail record.

4.2.16.3. Any "From" Date should be less than the associated "Thru" Date and neither date can contain spaces.

4.2.16.4. The Invoice Number must not have embedded spaces or low values

4.2.16.5 The BAN must not have any embedded spaces or low values.

4.2.17 At least thirty (30) days prior to any BellSouth software releases that affect the mechanized bill format, BellSouth shall send to MCIm Connectivity Bill data in the appropriate mechanized format for testing to

ensure that the bills can be processed and that the bills comply with the requirements of CABS BOS guidelines. After the receipt of the test data from BellSouth, MCIm will notify BellSouth at least ten days prior to the software implementation date of any processing problems as a result of the software changes. If the transmission fails to meet CABS BOS guidelines, BellSouth shall make the necessary corrections prior to implementation to meet such standards or guidelines.

4.2.18 Nonpayment. {MCI Language Absent a good faith billing dispute, if payment of account is not received by the bill day in the monthe after the original bill day, the billing Party may pursue dispute resolution according to the provisions of Part A}

BellSouth language would replace MCI's 4.2.18

{4.2.18.1 Absent a good faith billing dispute, if payment of account is not received by the bill day in the month after the original bill day, the billing Party may provide written notice to billed party, that additional applications for Service will be refused and that any pending orders for Service will not be completed if payment is not received by the fifteenth day following the date of the notice. In addition the billing Party may, at the same time, give thirty days notice to the person designated by the billed Party to receive notices of noncompliance, and discontinue the provision of existing services to the billed Party at any time thereafter without further notice.

4.2.18.2 In the case of such discontinuance, all billed charges, as well as applicable termination charges, shall become due.

4.2.18.3 If payment is not received or arrangements made for payment by the date given in the written notification, MCIm's services may be discontinued. Upon discontinuance of service on a MCIm's account, service to MCIm's End Users will be denied. BellSouth will also reestablish service at the request of the End User or MCIm upon payment of the appropriate connection fee and subject to BellSouth's normal application procedures. MCIm is solely responsible for notifying the end user of the proposed disconnection of the service.

4.2.18.4 If within fifteen days after an End User's service has been denied no contact has been made in reference to restoring service, the End User's service will be disconnected.

4.3 Billing Tapes

4.3.1 In emergency situations when tape transmittal has been used for billing tapes BellSouth shall adhere to the tape packaging requirements set forth in this Agreement. Where magnetic tape shipping containers are transported in freight compartments, adequate magnetic field protection shall be provided by keeping a 6-inch distance from any magnetic field generating device (except a magnetron-tape device). BellSouth shall only use those shipping containers that contain internal insulation to prevent damage. BellSouth shall clearly mark on the outside of each shipping container its name, contact and return address. BellSouth shall not ship any Connectivity Billing tapes in tape canisters.

4.3.2 All emergency billing data transmitted via tape must be provided on a cartridge tape and must be of high quality, conform to the parties' record and label standards, 18-track, odd parity, 6,250 BPI group coded recording mode and extended binary-coded decimal interchange code ("EBCDIC"). Each reel of tape must be 100% tested at 20% or better "clipping" level with full width certification and permanent error free at final inspection. MCIm reserves the right to destroy a tape that has been determined to have unrecoverable errors. MCIm also reserves the right to replace a tape with one of equal or better quality.

4.3.3 Billing data tapes used in emergency circumstances shall have the following record and label standards. The dataset serial number on the first header record of an IBM standard tape label also shall have the following format.

	CABS BOS
Record Length	bytes (fixed length)
Blocking factor	records per block
Block size	bytes per block

Labels	Standard IBM Operating System

4.3.4 A single 6-digit serial number must appear on the external (flat) surface of the tape for visual identification. This number shall also appear in the "dataset serial number field" of the first header record of the IBM standard tape label. This serial number shall consist of the character "V" followed by the reporting location's four digit Originating Company Code and a numeric character chosen by the sending company. The external and internal label shall be the same. The dataset name shall appear on the flat side of the reel and also in the "data set name field" on the first header record of the IBM standard tape label. BellSouth's name, address, and contact shall appear on the flat side of the cartridge or reel.

4.3.5 Tape labels shall conform to IBM OSNS Operating System Standards contained in the IBM Standard Labels Manual. IBM standard labels are 80-character records recorded in EBCDIC, odd parity.

4.3.6 BellSouth shall conform to the Standard Volume Label Format which will be prescribed by MCIm.

4.3.7 BellSouth shall use The IBM Standard Dataset Label Format which will be prescribed by MCIm.

4.3.8 BellSouth shall use mutually agreed upon test & production dataset formats.

4.3.9. The file format (block size, record size, etc.) will be mutually agreed upon by the parties.

4.3.10 MCIm will have no responsibility to return tapes delivered to MCIm.

4.4 Connectivity Billing and Recording Interface Performance and Management. Connectivity Billing and Recording Interface Performance. Consistent with Attachment 10 of this Agreement, the Parties will comply with the performance measurements and reporting for transactions passed over the electronic Connectivity Billing and Recording interface.

5. Customer Usage Data

(MCI Language)

5.1 Provision of Customer Usage Data

5.1.1 BellSouth shall provide MCIm with all Customer usage data and related information and functionalities as set forth in this Section [5] via CONNECT:Direct, to a location designated by MCIm, unless otherwise agreed by the Parties.

5.1.2 For Local Resale, BellSouth shall record all call detail information associated with every call originating with the end user; and

5.1.2 For Network Element Platform, BellSouth shall record all call detail information associated with every call originating and terminating with the end user.

5.1.2.7. . BellSouth Software Changes:

5.1.2.7.2. When BellSouth plans to introduce any software changes which impact the format or content structure of the usage data feed to MCIm, designated BellSouth personnel shall notify MCIm no less than one hundred twenty (120) calendar days before such changes are implemented. Such software changes must be consistent with EMI standards, unless the change is agreed to by both parties.

5.1.2.7.2.0. . .@ @ If it is necessary for BellSouth to request changes in the schedule, content or format of usage data transmitted to MCIm, BellSouth shall notify MCIm. BellSouth and MCIm agree to comply with changes in EMI standard as they

from time to time occur.

5.1.2.7.2. MCIm personnel shall review the impact of the change on the entire control structure and the Post Conversion Test Plan, herein. MCIm shall negotiate any perceived problems with BellSouth and shall arrange to have the data tested utilizing the modified software.

5.1.2.7.2. BellSouth shall provide a test file to MCIW with the software changes 30 days in advance of the conversion to verify that the data can be processed.

5.1.2.7.2. Upon receipt of the ILEC test file, MCIW will process and verify that the file conforms to its data center requirements within five business days.

5.1.2.7.2. If MCIW encounters problems with the test file, the BellSouth SPOC shall respond to MCIW's inquiry within 24 hours, and provide a corrected file within five working days, after the inquiry.

5.1.2.7.2. Upon receipt of BellSouth's corrected test file, MCIW will process the file and verify in writing that it conforms to its data center requirements within five business days.

5.1.2.4.7 BellSouth shall communicate the projected changes to the single point of contact in MCIm so that potential impacts on MCIm processing can be determined.

5.1.2.7. . MCIm Requested Changes:

5.1.2.7.2. MCIm may request changes in the schedule, content, format of the usage data transmitted from BellSouth, as deemed necessary by MCIm. The requested change must be within the constraints of EMI industry standard requirements unless mutually agreed upon by the parties.

5.1.2.5.2 When the negotiated changes are to be implemented, MCIm and/or BellSouth shall arrange for testing of the modified data in a mutually agreed Post

Conversion Test Plan designed to encompass all types of changes to the usage data transferred by BellSouth to MCIm and the methods of transmission for that data.

5.1.2.7. . The Parties will address BellSouth system changes as follows:

5.1.2.7.2. For a BellSouth system change, BellSouth shall provide MCIW with an overall description of the change, stating the objective and a brief explanation of the reasons for the change.

5.1.2.7. Changes to controls: MCIm may request changes to the control structure. BellSouth Requested control changes will be negotiated.

5.1.2.7.1. MCIm shall be notified in writing of all proposed negotiations initiated by BellSouth. In turn, MCIm shall notify BellSouth in writing of proposed change negotiations initiated by MCIm. These written notifications will be directe to the single point of contact for the respective companies.

5.1.2.7.2. After formal notification of planned changes, whether originated by BellSouth or MCIm, designated MCIm personnel shall schedule negotiation meetings as required with designated BellSouth personnel. The first meeting should produce the overall change description (if not previously furnished) and the list of records and/or systems affected.

5.1.2.7.3 In subsequent meetings, BellSouth shall provide the detailed description of changes to be implemented. After reviewing the described changes, designated MCIm personnel shall negotiate a detailed test procedure with BellSouth.

5.1.2.8. Verification Of Changes. MCIm may request changes to the control structure. BellSouth shall comply with the requested changes.

5.1.2.8.1 Based on the detailed description of changes furnished by BellSouth, MCIm and BellSouth personnel shall:

- **Determine the type of change(s) to be implemented.**
- **Develop a comprehensive test plan.**
- **Negotiate scheduling and transfer of modified data with BellSouth.**
- **Negotiate testing of modified data with appropriate MCIm RPC.**
- **Negotiate processing of verified data through the MCIm billing system.**
- **Confirm that test data is verified and acceptable by both BellSouth and MCIm.**

5.1.2.9. Introduction of Changes: When all of the testing requirements have been met and the results reviewed and accepted, designated MCIm and BellSouth personnel will:

- **Negotiate an implementation schedule.**
- **Verify the existence of a contingency plan with the appropriate MCIm personnel.**
- **Arrange for the follow-up review of changes with appropriate MCIm personnel.**
- **Arrange for appropriate changes in control program, if applicable.**
- **Arrange for long-term functional review of the impact of changes on the MCIm billing system, i.e. accuracy, timeliness, and completeness.**

5.1.4. Charges

5.1.4.1. BellSouth shall charge fees as delineated in Attachment 1.

5.1.4.2. No charges shall be assessed for incomplete call attempts, nor will attempts be delivered to MCIm for calls which originate from lines purchased by MCIm for resale.

5.1.5 **Testing**

5.1.5.6 Periodic Review: Control procedures for all usage transferred between BellSouth and MCIm shall require periodic review. This review may be included as part of an annual audit of BellSouth by MCIm or as part of the normal production interface management function. Breakdowns which impact the flow of usage between BellSouth and MCIm must be identified and jointly resolved as they occur. The resolution may include changes to control procedures, as similar problems would be avoided in the future. Any changes to control procedures would need to be mutually agreed upon by MCIm and BellSouth.

5.2 General Requirements and Functions

5.2.1 ATIS Standards. Consistent with Section [1] of this Attachment 8, BellSouth shall comply with OBF standards and guidelines and the additional standards outlined in this Section [5] when recording and transmitting Recorded Usage Data.

5.2.1.1 BellSouth shall comply with EMI industry standards in delivering customer usage data to MCIm.

5.2.1.2. BellSouth shall provide MCIm with Recorded Usage Data in accordance with provisions of Section 4 of this document.

5.2.2 Content of Recorded Usage Data. 4.1.1.3 BellSouth shall provide MCIm with copies of all usage and detail information on MCIm customers. This information will be provided to the MCIm designated billing locations. Recorded Usage Data includes, but is not limited to, the following categories of information:

5.2.2.1. Completed Calls
5.2.2.2. Use of CLASS/LASS/Custom Features (under circumstances where BellSouth records activations for its own end user billing).
5.2.2.3. Calls To Information Providers Reached Via BellSouth Facilities And Contracted By BellSouth
5.2.2.4. Calls To Directory Assistance Where BellSouth Provides Such Service To An MCIm Subscriber

5.2.2.5. Calls Completed Via BellSouth-Provided Operator Services Where BellSouth Provides Such Service To MCIm's Local Service Subscriber and usage is billable to an MCIm account.
5.2.2.6. For BellSouth-Provided MULTISERV Service,
5.2.2.7. Station Level Detail Records Shall Include Complete Call Detail And Complete Timing Information where Technically Feasible.
5.2.2.8. Recording of completed calls which BellSouth does not record for its own service offerings (e.g., flat rate free calling area service)
5.2.2.9.. However, MCIm may submit and BellSouth will accept a PON for a time and cost estimate for development by BellSouth of the capability to provide copies of other detail usage records for completed calls originating from lines purchased by MCIm for resale.

5.2.3. Retention of Records: BellSouth shall maintain a machine readable back-up copy of the message detail provided to MCIm for a minimum of ninety (90) calendar days. BellSouth shall provide any data back-up to MCIm upon the request of MCIm within the record retention interval and at the rates set forth in Attachment 1.

5.2.4. BellSouth shall provide to MCIm Recorded Usage Data for MCIm subscribers. BellSouth shall not submit other carrier local usage data as part of the MCIm Recorded Usage Data.

5.2.4.1. BellSouth shall bill to MCIm any recurring or non-recurring charges appropriate based on the Local Service Requests submitted to the BellSouth by MCIm.BellSouth

5.2.5 At the same time as the monthly bill is transmitted, BellSouth shall send a separate file summarizing all of MCIm's usage sensitive messages which are contained in BellSouth's suspense files and unbilled files.

5.2.7. Single Point of Contact. Each Party will provide the other with a single point of contact to respond to call usage, data error, or record transmission inquiries and for receiving transmitted Recorded Usage Data, or receiving Recorded Usage Data tapes from a courier service in the event of a facility outage.

5.2.8. Audits. Without waiver of, and in addition to the Audit and Examination rights in the Section 22 (Audits and Examinations of Part A) of this Agreement, upon reasonable notice and at reasonable times MCIm or its authorized representatives may examine BellSouth's documents, systems, records and procedures which relate to the recording and transmission of the Usage data to MCIm under this Attachment.

5.2.9. RAO Hosting

5.2.9.1 If MCIm requests that BellSouth act as the Regional Accounting Office ("RAO") host, then BellSouth will provide, as the RAO host, Calling Card and Third Number Settlement System (CATS) and Non-Intercompany Settlement System (NICS) services provided to MCIm by BellSouth will be in accordance with the methods and practices regularly adopted and applied by BellSouth to its own operations during the term of this Agreement, including such revisions as may be made from time to time by BellSouth.

5.2.9.2 MCIm shall furnish all relevant information required by BellSouth for the provision of RAO Hosting, CATS and NICS.

5.2.9.3 Applicable compensation amounts will be billed by BellSouth to MCIm on a monthly basis in arrears. Amounts due from one Party to the other (excluding adjustments) are payable within thirty (30) days of receipt of the billing statement.

5.2.9.4 MCIm must have its own unique RAO code. Requests for establishment of RAO status where BellSouth is the selected Centralized Message Distribution System (CMDS) interfacing host, require written notification from MCImto the BellSouth RAO Hosting coordinator at least eight (8) weeks prior to the proposed effective date. The proposed effective date will be mutually agreed upon between the Parties with consideration given to time necessary for the completion of required Telcordia (formerly BellCore) functions. BellSouth will request the assignment of an RAO code from its connecting contractor, currently Telcordia (formerly BellCore), on behalf of MCIm and will coordinate all associated conversion activities.

5.2.9.5 BellSouth will receive messages from MCIm that are to be processed by BellSouth, another LEC or CLEC in the BellSouth region or a LEC outside the BellSouth region.

5.2.9.6 BellSouth will perform invoice sequence checking, standard EMI format editing, and balancing of message data with the EMI trailer record counts on all data received from MCIm.

5.2.9.7 All data received from MCIm that is to be processed or billed by another LEC or CLEC within the BellSouth region will be distributed to that LEC or CLEC in accordance with the Agreement(s) which may be in effect between BellSouth and the involved LEC or CLEC.

5.2.9.8 All data received from MCIm that is to be placed on the CMDS network for distribution outside the BellSouth region will be handled in accordance with the agreement(s) which may be in effect between BellSouth and its connecting contractor (currently Telcordia (formerly BellCore)).

5.2.9.9 BellSouth will receive messages from the CMDS network that are destined to be processed by MCIm and will forward them to MCIm on a daily basis.

5.2.9.10 Transmission of message data between BellSouth and MCIm will be via CONNECT:Direct.

5.2.9.11 All messages and related data exchanged between BellSouth and MCIm will be formatted in accordance with accepted industry standards for EMI formatted records and packed between appropriate EMI header and trailer records, also in accordance with accepted industry standards.

5.2.9.12 MCIm will ensure that the recorded message detail necessary to recreate files provided to BellSouth will be maintained for back-up purposes for a period of three (3) calendar months beyond the related message dates.

5.2.9.13 Should it become necessary for MCIm to send data to BellSouth more than sixty (60) days past the message date(s), MCIm will notify BellSouth in advance of the transmission of the data. If there will be impacts outside the BellSouth region, BellSouth will work with its connecting contractor and MCIm to notify all affected Parties.

5.2.9.14 In the event that data to be exchanged between the two Parties should become lost or destroyed, both Parties will work together to determine the source of the problem. Once the cause of the problem has been jointly determined and the responsible Party (BellSouth or MCIm) identified and agreed to, the company responsible for creating the data (BellSouth or MCIm)

will make every effort to have the affected data restored and retransmitted. If the data cannot be retrieved, the responsible Party will be liable to the other Party for any resulting lost revenue. Lost revenue may be a combination of revenues that could not be billed to the end users and associated access revenues. Both Parties will work together to estimate the revenue amount based upon historical data through *in accordance with section 5.2.10 of this Attachment.* The resulting estimated revenue loss will be paid by the responsible Party to the other Party within three (3) calendar months of the date of problem resolution. or as mutually agreed upon by the Parties.

5.2.9.15 Should an error be detected by the EMI format edits performed by BellSouth on data received from MCIm, the entire pack containing the affected data will not be processed by BellSouth. BellSouth will notify MCIm of the error condition. MCIm will correct the error(s) and will resend the entire pack to BellSouth for processing. In the event that an out-of-sequence condition occurs on subsequent packs, MCIm will resend these packs to BellSouth after the pack containing the error has been successfully reprocessed by BellSouth.

5.2.9.16 In association with message distribution service, BellSouth will provide MCIm with associated intercompany settlements reports (CATS ar NICS) as appropriate.

5.2.9.17 In no case shall either Party be liable to the other for any direct or consequential damages incurred as a result of the obligations set out in this Agreement.

5.2.9.18 RAO Compensation

5.2.9.18.1 Rates for message distribution service provided by BellSouth for MCIm are as set forth in Attachment 1 of this Agreement.

5.2.9.18.2 Rates for data transmission associated with message distribution service are as set forth in Attachment 1 of this Agreement.

5.2.9.18.4 –Each Party will be responsible for all equipment, including modems and software, that is required on their side of the data circuit.

5.2.9.19 Intercompany Settlements Messages

5.2.9.19.1 This Section addresses the settlement of revenues associated with traffic originated from or billed by MCIm as a facilities based provider of

local exchange telecommunications services outside the BellSouth region. Only traffic that originates in one Bell operating territory and bills in another Bell operating territory is included. Traffic that originates and bills within the same Bell operating territory will be settled on a local basis between MCIm and the involved company(ies), unless that company is participating in NICS.

5.2.9.19.2 Both traffic that originates outside the BellSouth region by MCIm and is billed within the BellSouth region, and traffic that originates within the BellSouth region and is billed outside the BellSouth region by MCIm, is covered by this Agreement (CATS). Also covered is traffic that either is originated by or billed by MCIm, involves a company other than MCIm, qualifies for inclusion in the CATS settlement, and is not originated or billed within the BellSouth region (NICS).

5.2.9.19.3 Once MCIm is operating within the BellSouth territory, revenues associated with calls originated and billed within the BellSouth region will be settled via Telcordia (formerly BellCore)'s, its successor or assign, NICS system.

5.2.9.19.4 BellSouth will receive the monthly NICS reports from Telcordia (formerly BellCore), its successor or assign, on behalf of MCIm. BellSouth will distribute copies of these reports to MCIm on a monthly basis.

5.2.9.19.5 BellSouth will receive the monthly Calling Card and Third Number Settlement System (CATS) reports from Telcordia (formerly BellCore), its successor or assign, on behalf of MCIm. BellSouth will distribute copies of these reports to MCIm on a monthly basis.

5.2.9.19.6 BellSouth will collect the revenue earned by MCIm from the Bell operating company in whose territory the messages are billed (CATS), less a per message billing and collection fee as set forth in Attachment 1 of this Agreement, on behalf of MCIm. BellSouth will remit the revenue billed by MCIm to the Bell operating company in whose territory the messages originated, less a per message billing and collection fee as set forth in Attachment 1 of this Agreement, on behalf on MCIm. These two amounts will be netted together by BellSouth and the resulting charge or credit issued to MCIm via a monthly Carrier Access Billing System (CABS) miscellaneous bill.

5.2.9.19.7 BellSouth will collect the revenue earned by MCIm within the BellSouth territory from another CLEC also within the BellSouth territory (NICS) where the messages are billed, less a per message billing and collection fee as

set forth in Attachment 1 of this Agreement, on behalf of MCIm. BellSouth will remit the revenue billed by MCIm within the BellSouth region to the CLEC also within the BellSouth region, where the messages originated, less a per message billing and collection fee as set forth in Attachment 1 of this Agreement. These two amounts will be netted together by BellSouth and the resulting charge or credit issued to MCIm via a monthly Carrier Access Billing System (CABS) miscellaneous bill.

5.2.919.8 BellSouth and MCIm agree that monthly netted amounts of less than fifty dollars ($50.00) will not be settled.

5.2.10 Lost Data

5.2.10.1. Loss of Recorded Usage Data - In the event MCIm Recorded Usage Data is determined to have been lost, damaged or destroyed as a result of an error or omission by BellSouth in its performance of the recording function , upon MCIm's request, BellSouth shall attempt to recover the Recorded Usage Data at no charge to MCIm. In the event the data cannot be recovered by BellSouth, BellSouth and MCIm shall mutually agree upon a credit amount based upon an estimate of the affected messages and associated revenue, reduced by a mutually agreed upon estimate of associated Recording Service charges, based upon the method described below. This method shall be applied on a consistent basis, subject to modifications agreed to by BellSouth and MCIm. This estimate shall be used to adjust amounts MCIm owes BellSouth for services BellSouth provides in conjunction with the provision of Recorded Usage Data, and BellSouth's liability for lost, damaged or destroyed Recorded Usage Data shall be limited to the application of the credit described in this section.

5.2.10.2. The lost revenue per day will be based upon the daily average of revenues for the corresponding days of the week **(e.g. four Mondays)** in the most recent month for which MCIm supplied data to BellSouth before the day of loss, except:

5.2.10.2.1. If the loss occurs on a weekday which is a holiday (except Mother's Day or Christmas), BellSouth will use the daily average of revenues from the four Sundays of the most recent month for which MCIm supplied data to BellSouth before the day of loss;

5.2.10.2.2. If the loss occurs on Mother's Day or Christmas, BellSouth will use the daily average of revenue from that day in the preceding year (if available from the data supplied by MCIm to BellSouth before the day of loss); and

5.2.10.2.3. If the loss occurs on a day not a holiday but one (or more) of the days lost is a holiday, BellSouth will use additional corresponding days from the next most recent month for which MCIm supplied data to BellSouth before the day of loss.

5.2.11 Core Billing Information

5.2.11.1 Recorded Usage Data all intraLATA toll and local usage. BellSouth shall provide MCIm with unrated EMI records associated with all billable intraLATA toll and local usage which they record on lines purchased by MCIm for resale. Any billable Category, Group and/or Record types approved in the future for BellSouth shall be included if they fall within the definition of local service resale. MCIm shall be given notification thirty (30) days prior to implementation of a new type, category and / or record.

5.2.11.2. BellSouth shall provide rated EMI records only when explicit consent for sending such records has been obtained from MCIm. The following records shall be rated by BellSouth:

Category 01	**Operator handled, person to person, collect calls, bill to third number, SSP record query**
Category 03	**Credit & adjustments**
Category 41	**Subscriber credit**

5.2.11.3. All messages billable to an MCIm account will BellSouth be transmitted to MCIm. BellSouth recorded usage billable to MCIm Subscribers.

5.2.11.4. Data Delivery Schedules: Data shall be delivered to MCIm by BellSouth daily (Monday through Friday) unless otherwise negotiated. MCIm and/or BellSouth Data Center holidays are

excluded. BellSouth and MCIm shall exchange schedules of designated Data Center holidays.

5.2.12 Supporting Billing Information

5.2.12.1. Returned Long Distance Messages and Invoices

5.2.12.1.1. EC shall return message records or invoices to MCI for messages or invoices which cannot be billed to a BellSouth end user because BellSouth no longer serves the end user for the associated messages or invoices as a result of the end user telephone number being served by another LEC/CLEC. BellSouth will return IC messages as misdirected if BellSouth no longer serves the end user.

5.2.12.1.2. Message records or invoices shall be returned as part of the established unbillable process. Returned messages or invoices shall be in industry-standard EMI format using the OBF-agreed return code 50, unless otherwise negotiated with MCI.

5.2.12.1.3. Additional return codes to be used for return designations are as follows:

81 - Rated record is received and indicator 19 is set to a value of other than 1 or 3 for a CIC of zeroes.
82 - Message is determined to be interLATA, and interLATA is not determined to be applicable.
83 - field is designated as numeric field contains non-numeric values.
84 - message is terminating to number that has a NPA 900

5.2.12.1.4. The above message and/or invoice returns shall contain the Operating Company Number (OCN), or another identifying number or code as may become a future industry standard, of the LEC serving the end user through resale or portability at the time the invoice or message is returned.

5.2.12.1.5. Following are the record types and positions where the OCN should be populated. The error or return code should continue to appear in the standard position.

01-XX-XX record:	positions 168-171
01-51-21 record:	positions 125-128
01-51-24 record:	positions 187-190
41-XX-XX record (detail):	positions 168-171
41-50-XX record (summary):	positions 154-157
42-50-XX record (summary):	positions 154-157

5.2.12.2. Interim Number Portability. BellSouth shall provide MCIm call detail records identifying each IXC which are sufficient to allow MCIm to render bills to IXCs for calls IXCs place to ported numbers in the BellSouth network which the BellSouth forwards to MCIm for termination.

MCIm shall become the Customer of Record for the original BellSouth's telephone number(s), subject to the CALNP arrangements. BellSouth shall provide to MCIm the Electronic Message Interface ("EMI") for all calls in a daily electronic CONNECT:Direct feed or magnetic tape, as specified by MCIm, for MCIm customers.

5.2.13 Product/Service Specific

5.2.13.1. BellSouth shall provide a Specialized Service / Service Provider Charge record to support the Special Features Star Services if these features are part of BellSouth's offering.

5.2.14 Emergency Information

5.2.14.1. MCIm shall arrange transport facilities per BellSouth tariffed services. BellSouth shall transmit via NDM whenever possible. In the event usage transfer cannot be accommodated by NDM because of extended (one (1) business day or longer) facility outages, BellSouth shall contract for a courier service to transport the data via tape. The data tape will be transported via courier service and costs for delivery will be borne by the company responsible for the outage.

5.2.14.2. BellSouth shall comply with the following standards when emergency data is transported to MCI on tape or cartridge via a

courier. The data shall be in fixed or variable block format as specified by MCI and:

Tape: 9-track, 6250 (or 1600) BPI (Bytes per inch)
Cartridge: 38,000 BPI (Bytes per inch)
LRECL: 2,472 Bytes
Parity: Odd
Character Set: Extended Binary Coded Decimal Interchange Code (EBCDIC)
External labels: Exchange Carrier Name, Dataset Name (DSN) and volume serial number
Internal labels: IBM Industry OS labels shall be used. They consist of a single volume label and two sets of header and trailer labels.

5.2.15 Rejected Recorded Usage Data

5.2.15.1. If MCIm should encounter significant volumes of errored messages that prevent processing by MCIm within its systems, BellSouth will work with MCIm to jointly determine the source and appropriate error resolution.

5.2.15.2. BellSouth must return EMI records to IXCs with the OBF standard message reject code which indicates that BellSouth no longer serves the end user and which includes the OCN/Local Service Provider ID of the new LEC/Reseller serving the end user.

5.2.15.3. Rejected messages or invoices shall be returned to MCIm in accordance with procedures and timeframes already established between BellSouth and MCIm.

5.2.16 Interfaces

5.2.16.1. BellSouth shall transmit formatted Recorded Usage Data to MCIm via NDM as designated by MCIm.

5.2.16.2. MCIm shall notify BellSouth of resend requirements if a pack or entire dataset must be replaced due to pack rejection, damage in transit, dataset name failure, etc.

5.2.16.3. Critical edit failure on the Pack Header or Pack Trailer records shall result in pack rejection (e.g., detail record count not equal to grand total included in the pack trailer). Notification of pack rejection shall be made by MCIm within one (1) business day of processing. Rejected packs shall be corrected by BellSouth and retransmitted to MCIm within twenty-four (24) hours or within an alternate timeframe negotiated on a case by case basis.

5.2.16.6 The data will be packed using ATIS EMI records.

5.2.17 Formats & Characteristics

5.2.17.1. Rated in collect messages should be transmitted via the NDM and can be intermingled with the unrated messages. No special packing is needed

5.2.17.2. EMI: BellSouth shall provide Recorded Usage Data in the EMI format and by category, group and record type, and shall be transmitted, via a direct feed, to MCIm. The following is a list of EMI records that MCIm can expect to receive from BellSouth:

Header Record	20-20-01
Trailer Record	20-20-02
Detail Records *	01-01-01, 06, 07, 08, 09, 16, 18, 31, 32, 33, 35, 37, 80, 81, 82, 83
	10-01-01, 06, 07, 08, 09, 16, 18, 31, 32, 35, 37, 80, 81, 82, 83
Credit Records	03-01-01, 06, 08, 09, 14, 17, 18, 31, 32, 35, 37, 80, 81, 82,
Rated Credits	41-01-01, 06, 08, 09, 14, 17, 18, 31, 32, 35, 37, 80, 81, 82,
Cancel Records	51-01-01, 06, 08, 09, 14, 17, 18, 31, 32, 35, 37, 80, 81, 82, (58 -01 -xx where the record being cancelled is unrated)
Correction Records	71-01-01, 06, 08, 09, 14, 17, 18, 31, 32, 35, 37, 80, 81, 82,

* Category 01 is utilized for Rated Messages; Category 10 is utilized for Unrated Messages. Category 10 records are to have indicator 13 populated with a value of 5

In addition, BellSouth shall provide a 01-01-18 Miscellaneous Charge record to support the Special Features Star Services if these features are part of BellSouth's offering.

5.2.17.3. BellSouth shall comply with the most current version of Bellcore standard practice guidelines for formatting EMI records.

5.2.17.4. The Interfacing Bell RAO, OCN, and Remote Identifiers shall be used by MCIm to control invoice sequencing and each shall have its own invoice controls.

5.2.17.5. The file's Record Format (RECFM) shall be Variable Block with 175 character EMI record, plus modules if appropriate.

5.2.17.6. Initially, BellSouth may elect not to comply with specific sorting requirements. However, MCIm may elect to require BellSouth to sort PACKS in accordance with MCIm specifications at a later date.

5.2.17.7. BellSouth shall transmit the usage to MCIm using dataset naming conventions prescribed by MCIm.

5.2.17.8. Carrier access service records shall be mutuallyagreed to by both parties.

5.2.18 Controls

5.2.18.1 MCIm shall test and certify the NDM interface to ensure the accurate receipt of Recorded Usage Data.

5.2.18.2 Header and trailer records shall be populated in positions 13-27 with the following information:

Position	
13-14	Invoice numbers (1-99)
15-16	Bell Co. ID number
17-19	Interfacing Bell RAO Code
20-23	MCIm OCN - value 7229
24-27	Reseller OCN

The trailer grand total record count shall be populated with total records in pack (excluding header & trailer)

5.2.18.3 Control Reports: MCIm accepts input data provided by BellSouth in EMI format in accordance with-the requirements and specifications detailed in this Section 5 of the Attachment 8. In order to ensure the overall integrity of the usage being transmitted from BellSouth to MCIm, data transfer control reports shall be required. These reports shall be provided by MCIm to BellSouth on a daily or otherwise negotiated basis and reflect the results of the processing for each pack transmitted by BellSouth.

5.2.18.4 Control Reports - Distribution: Since BellSouth is not receiving control reports, dataset names shall be established during detailed negotiations.

5.2.18.5 Message Validation Reports: MCIm shall provide the following once(1) per day (or as otherwise negotiated) Message Validation reports to the designated BellSouth System Control Coordinator. These reports shall be provided for all data received within BellSouth Local Resale Feed and shall be transmitted Monday through Friday.

5.2.18.6 Incollect Pack Processing: This report provides vital statistics and control totals for packs rejected and accepted and dropped messages. The information is provided in the following report formats and control levels:

BellSouth Name
Reseller Total Messages processed in a pack
Packs processed shall reflect the number of messages initially erred and accepted within a pack
Reseller Total Packs processed

5.2.18.7 MCIm requires information on a subscriber's selection of billing method, special language billing, and other billing options.

5.2.19 Standards

5.2.19.1. When requested by MCIm for security purposes, BellSouth shall provide MCIm with Recorded Usage Data within two (2) hours of call completion. If not available in EMI format, the Recorded Usage Data may be provided in AMA format.

5.2.19.2. BellSouth shall include the Working Telephone Number (WTN) of the call originator on each EMI call record where Technically Feasible.

5.2.19.3. End user subscriber usage records and station level detail records shall be in packs in accordance with EMI standards.

5.2.19.4. BellSouth shall provide Recorded Usage Data to MCIm on a schedule to be determined by the parties once a day Monday through Friday except holidays.

5.2.19.5. BellSouth shall segregate and organize the Recorded Usage Data in a manner mutually agreed upon between BellSouth and MCIm..

5.2.20 Performance Measures Refer to Attachment 10

5. Optional Daily Usage File

{BELLSOUTH LANGUAGE}

5.1 Upon written request from MCIm, BellSouth will provide the Optional Daily Usage File (ODUF) service to MCIm pursuant to the terms and conditions set forth in this section.

5.2 The MCIm shall furnish all relevant information required by BellSouth for the provision of the Optional Daily Usage File.

5.3 The Optional Daily Usage Feed will contain billable messages that were carried over the BellSouth Network and processed in the BellSouth Billing System, but billed to a MCIm customer.

Charges for delivery of the Optional Daily Usage File will appear on the MCIms' monthly bills. The charges are as set forth in Exhibit A to this Attachment.

5.4 The Optional Daily Usage Feed will contain both rated and unrated messages. All messages will be in the standard Alliance for Telecommunications Industry Solutions (ATIS) EMI record format.

5.5 Messages that error in the billing system of the MCIm will be the responsibility of the MCIm. If, however, the MCIm should encounter significant volumes of errored messages that prevent processing by the MCIm within its systems, BellSouth will work with the MCIm to determine the source of the errors and the appropriate resolution.

5.6 **The following specifications shall apply to the Optional Daily Usage Feed.**

5.6.1 Usage To Be Transmitted

5.6.1.1 The following messages recorded by BellSouth will be transmitted to the MCIm:

- message recording for per use/per activation type services (examples: Three Way Calling, Verify, Interrupt, Call Return, ETC.)

- measured billable Local

- Directory Assistance messages

- intraLATA Toll

- WATS & 800 Service

-N11

-Information Service Provider Messages

-Operator Services Messages

-Operator Services Message Attempted Calls (Network Element only)

-Credit/Cancel Records

-Usage for Voice Mail Message Service

5.6.1.2 Rated Incollects (originated in BellSouth and from other companies) can also be on Optional Daily Usage File. Rated Incollects will be intermingled with BellSouth recorded rated and unrated usage. Rated Incollects will not be packed separately.

5.6.1.3 BellSouth will perform duplicate record checks on records processed to Optional Daily Usage File. Any duplicate messages detected will be deleted and not sent to MCIm.

5.6.1.4 In the event that MCIm detects a duplicate on Optional Daily Usage File they receive from BellSouth, MCIm will drop the duplicate message (MCIm will not return the duplicate to BellSouth).

5.6.2 Physical File Characteristics

5.6.2.1 The Optional Daily Usage File will be distributed to MCIm via an agreed medium with CONNECT:Direct being the preferred transport method. The Daily Usage Feed will be a variable block format (2476) with an LRECL of 2472. The data on the Daily Usage Feed will be in a non-compacted EMI format (175 byte format plus modules). It will be created on a daily basis (Monday through Friday except holidays). Details such as dataset name and delivery schedule will be addressed during negotiations of the distribution medium. There will be a maximum of one dataset per workday per OCN.

5.6.2.2 Data circuits (private line or dial-up) may be required between BellSouth and MCIm for the purpose of data transmission. Where a dedicated line is required, MCIm will be responsible for ordering the circuit, overseeing its installation and coordinating the installation with BellSouth. MCIm will also be responsible for any charges associated with this line. **{BELLSOUTH LANGUAGE Equipment required on the BellSouth end to attach the line to the mainframe computer and to transmit successfully ongoing will be negotiated on a case by case basis.** Where a dial-up facility is required, dial circuits will be installed in the BellSouth data center by BellSouth and th-

associated charges assessed to MCIm. Additionally, all message toll charges associated with the use of the dial circuit by MCIm will be the responsibility of **MCIm.**

(BellSouth Language)
5. Optional Daily Usage File

5.1 Upon written request from MCI WorldCom, BellSouth will provide the Optional Daily Usage File (ODUF) service to MCI WorldCom pursuant to the terms and conditions set forth in this section.

5.2 The MCI WorldCom shall furnish all relevant information required by BellSouth for the provision of the Optional Daily Usage File.

5.3 The Optional Daily Usage Feed will contain billable messages that were carried over the BellSouth Network and processed in the BellSouth Billing System, but billed to a MCI WorldCom customer.

Charges for delivery of the Optional Daily Usage File will appear on the MCI WorldComs' monthly bills. The charges are as set forth in Exhibit A to this Attachment.

5.4 The Optional Daily Usage Feed will contain both rated and unrated messages. All messages will be in the standard Alliance for Telecommunications Industry Solutions (ATIS) EMI record format.

5.5 Messages that error in the billing system of the MCI WorldCom will be the responsibility of the MCI WorldCom. If, however, the MCI WorldCom should encounter significant volumes of errored messages that prevent processing by the MCI WorldCom within its systems, BellSouth will work with the MCI WorldCom to determine the source of the errors and the appropriate resolution.

5.7 The following specifications shall apply to the Optional Daily Usage Feed.

5.6.1 Usage To Be Transmitted

5.6.1.1 The following messages recorded by BellSouth will be transmitted to the MCI WorldCom:

- message recording for per use/per activation type services (examples: Three Way Calling, Verify, Interrupt, Call Return, ETC.)

- measured billable Local

- Directory Assistance messages

- intraLATA Toll

- WATS & 800 Service

-N11

-Information Service Provider Messages

-Operator Services Messages

-Operator Services Message Attempted Calls (Network Element only)

-Credit/Cancel Records

-Usage for Voice Mail Message Service

5.6.1.2 Rated Incollects (originated in BellSouth and from other companies) can also be on Optional Daily Usage File. Rated Incollects will be intermingled with BellSouth recorded rated and unrated usage. Rated Incollects will not be packed separately.

5.6.1.3 BellSouth will perform duplicate record checks on records processed to Optional Daily Usage File. Any duplicate messages detected will be deleted and not sent to MCI WorldCom.

5.6.1.4 In the event that MCI WorldCom detects a duplicate on Optional Daily Usage File they receive from BellSouth, MC'

WorldCom will drop the duplicate message (MCI WorldCom will not return the duplicate to BellSouth).

5.6.2 Physical File Characteristics

5.6.2.1 The Optional Daily Usage File will be distributed to MCI WorldCom via an agreed medium with CONNECT:Direct being the preferred transport method. The Daily Usage Feed will be a variable block format (2476) with an LRECL of 2472. The data on the Daily Usage Feed will be in a non-compacted EMI format (175 byte format plus modules). It will be created on a daily basis (Monday through Friday except holidays). Details such as dataset name and delivery schedule will be addressed during negotiations of the distribution medium. There will be a maximum of one dataset per workday per OCN.

5.6.2.2 Data circuits (private line or dial-up) may be required between BellSouth and MCI WorldCom for the purpose of data transmission. Where a dedicated line is required, MCI WorldCom will be responsible for ordering the circuit, overseeing its installation and coordinating the installation with BellSouth. MCI WorldCom will also be responsible for any charges associated with this line. Equipment required on the BellSouth end to attach the line to the mainframe computer and to transmit successfully ongoing will be negotiated on a case by case basis. Where a dial-up facility is required, dial circuits will be installed in the BellSouth data center by BellSouth and the associated charges assessed to MCI WorldCom. Additionally, all message toll charges associated with the use of the dial circuit by MCI WorldCom will be the responsibility of MCI WorldCom. Associated equipment on the BellSouth end, including a modem, will be negotiated on a case by case basis between the Parties. All equipment, including modems and software, that is required on MCI WorldCom end for the purpose of data transmission will be the responsibility of MCI WorldCom.

5.6.3 Packing Specifications

5.6.3.1 A pack will contain a minimum of one message record or a maximum of 99,999 message records plus a pack header

record and a pack trailer record. One transmission can contain a maximum of 99 packs and a minimum of one pack.

5.6.3.2 The OCN, From RAO, and Invoice Number will control the invoice sequencing. The From RAO will be used to identify to MCI WorldCom which BellSouth RAO that is sending the message. BellSouth and MCI WorldCom will use the invoice sequencing to control data exchange. BellSouth will be notified of sequence failures identified by MCI WorldCom and resend the data as appropriate.

THE DATA WILL BE PACKED USING ATIS EMI RECORDS.

5.6.4 Pack Rejection

5.6.4.1 MCI WorldCom will notify BellSouth within one business day of rejected packs (via the mutually agreed medium). Packs could be rejected because of pack sequencing discrepancies or a critical edit failure on the Pack Header or Pack Trailer records (i.e. out-of-balance condition on grand totals, invalid da populated). Standard ATIS EMI Error Codes will be used. MC WorldCom will not be required to return the actual rejected data to BellSouth. Rejected packs will be corrected and retransmitted to MCI WorldCom by BellSouth.

5.6.5 Control Data

MCI WorldCom will send one confirmation record per pack that is received from BellSouth. This confirmation record will indicate MCI WorldCom received the pack and the acceptance or rejection of the pack. Pack Status Code(s) will be populated using standard ATIS EMI error codes for packs that were rejected by MCI WorldCom for reasons stated in the above section.

5.6.6 Testing

5.6.6.1 Upon request from MCI WorldCom, BellSouth shall send test files to MCI WorldCom for the Optional Daily Usage File. The Parties agree to review and discuss the file's content and/or format. For testing of usage results, BellSouth shall request that MCI WorldCom set up a production (LIVE) file. The live test may consist

of MCI WorldCom's employees making test calls for the types of services MCI WorldCom requests on the Optional Daily Usage File. These test calls are logged by MCI WorldCom, and the logs are provided to BellSouth. These logs will be used to verify the files. Testing will be completed within 30 calendar days from the date on which the initial test file was sent.

6.5.7. Access Daily Usage File

6.1.5.7.1. Upon written request from MCI WorldCom, BellSouth will provide the Access Daily Usage File (ADUF) service to MCI WorldCom pursuant to the terms and conditions set forth in this section.

6.2 The MCI WorldCom5.7.2 The MCIm shall furnish all relevant information required by BellSouth for the provision of the Access Daily Usage File.

6.35.7.3 The Access Daily Usage Feed will contain access messages associated with a port that MCI WorldCom has purchased from BellSouth

6.45.7.4 Charges for delivery of the Access Daily Usage File will appear on the MCI WorldComs' monthly bills. The charges are as set forth in Exhibit A to this Attachment. All messages will be in the standard Alliance for Telecommunications Industry Solutions (ATIS) EMI record format.

6.55.7.5 Messages that error in the billing system of the MCI WorldCom will be the responsibility of the MCI WorldCom. If, however, the MCI WorldCom should encounter significant volumes of errored messages that prevent processing by the MCI WorldCom within its systems, BellSouth will work with the MCI WorldCom to determine the source of the errors and the appropriate resolution.

6.65.7.6 Usage To Be Transmitted

5.7.6.1 The following messages recorded by BellSouth will be transmitted to MCI WorldCom:

Interstate and intrastate access records associated with a port.

Undetermined jurisdiction access records associated with a port.

When MCI WorldCom5.7.6.2 When MCIm purchases Network Element ports from BellSouth and calls are made using these ports, BellSouth will handle the calls as follows:

Originating from Network Element and carried by Interexchange Carrier:

BellSouth will bill network element to CLEC and send access record to the CLEC via ADUF

Originating from network element and carried by BellSouth (MCI WorldCom is BellSouth's toll customer):

BellSouth will bill resale toll rates to MCI WorldCom and send toll record for the end user toll billing purposes via ODUF (Optional Daily Usage File). Access record will be sent to MCI WorldCom via ADUF.

Terminating on network element and carried by Interexchange Carrier:

BellSouth will bill network element to MCI WorldCom and send access record to MCI WorldCom.

Terminating on network element and carried by BellSouth:

BellSouth will bill network element to MCI WorldCom and send access record to MCI WorldCom.

6.6.35.7.6.3 BellSouth will perform duplicate record checks on records processed to the Access Daily Usage File. Any duplicate messages detected will be dropped and not sent to MCI WorldCom.

6.6.45.7.6.4 In the event that MCI WorldCom detects a duplicate on the Access Daily Usage File they receive from BellSouth, MCI WorldCom will drop the duplicate message (MCI WorldCom will not return the duplicate to BellSouth.)

6.6.55.7.6.5 Physical File Characteristics

6.6.5.15.7.6.5.1 The Access Daily Usage File will be distributed to MCI WorldCom via an agreed medium with CONNECT:Direct being the preferred transport method. The Daily Usage Feed will be a fixed block format (2476) with an LRECL of 2472. The data on the Daily Usage Feed will be in a non-compacted EMI format (210 byte format plus modules). It will be created on a daily basis (Monday through Friday except holidays). Details such as dataset name and delivery schedule will be addressed during negotiations of the distribution medium. There will be a maximum of one dataset per workday per OCN.

6.6.5.25.7.6.5.2 Data circuits (private line or dial-up) may be required between BellSouth and MCI WorldCom for the purpose of data transmission. Where a dedicated line is required, MCI WorldCom will be responsible for ordering the circuit, overseeing its installation and coordinating the installation with BellSouth. MCI WorldCom will also be responsible for any charges associated with this line. Equipment required on the BellSouth end to attach the line to the mainframe computer and to transmit successfully ongoing will be negotiated on a case by case basis. Where a dial-up facility is required, dial circuits will be installed in the BellSouth data center by BellSouth and the associated charges assessed to MCI WorldCom. Additionally, all message toll charges associated with the use of the dial circuit by MCI WorldCom will be the responsibility of MCI WorldCom. Associated equipment on the BellSouth end, including a modem, will be negotiated on a case by case basis between the Parties. All equipment, including modems and software, that is required on MCI WorldCom end for the purpose of data transmission will be the responsibility of MCI WorldCom.

6.6.65.7.6.6 Packing Specifications

6.6.6.15.7.6.6.1 A pack will contain a minimum of one message record or a maximum of 99,999 message records plus a pack header record and a pack trailer record. One transmission can contain a maximum of 99 packs and a minimum of one pack.

6.6.6.25.7.6.6.2 The OCN, From RAO, and Invoice Number will control the invoice sequencing. The From RAO will be used to identify to MCI WorldCom which BellSouth RAO that is sending the message. BellSouth and MCI WorldCom will use the invoice sequencing to control data exchange. BellSouth will be notified of sequence failures identified by MCI WorldCom and resend the data as appropriate.

THE DATA WILL BE PACKED USING ATIS EMI RECORDS.

5.7.6.6.7 Pack Rejection

6.6.7.1 MCI WorldCom5.7.6.6.7.1MCIm will notify BellSouth within one business day of rejected packs (via the mutually agreed medium). Packs could be rejected because of pack sequencing discrepancies or a critical edit failure on the Pack Header or Pack Trailer records (i.e. out-of-balance condition on grand totals, invalid data populated). Standard ATIS EMI Error Codes will be used. MCI WorldCom will not be required to return the actual rejected data BellSouth. Rejected packs will be corrected and retransmitted to MCI WorldCom by BellSouth.

5.7.6.6.8 Control Data

MCI WorldCom will send one confirmation record per pack that is received from BellSouth. This confirmation record will indicate MCI WorldCom received the pack and the acceptance or rejection of the pack. Pack Status Code(s) will be populated using standard ATIS EMI error codes for packs that were rejected by MCI WorldCom for reasons stated in the above section.

5.7.6.6.9 TESting

5.7.6.6.9.1 Upon request from MCI WorldCom, BellSouth shall send test files to MCI WorldCom for the Access Daily Usage File. Testing shall consist of actual calls made from live accounts. A call log shall be supplied along with test request information. The Parties agree to review and discuss the file's content and/or format.

5.8 Enhanced Optional Daily Usage File

7.15.8.1 Upon written request from MCI WorldCom, BellSouth will provide the Enhanced Optional Daily Usage File (EODUF) service to MCI WorldCom pursuant to the terms and conditions set forth in this section. EODUF will only be sent to existing ODUF subscribers who request the EODUF option.

7.2 The MCI WorldCom5.8.2 The MCIm shall furnish all relevant information required by BellSouth for the provision of the Enhanced Optional Daily Usage File.

7.35.8.3 The Enhanced Optional Daily Usage File (EODUF) will provide usage data for local calls originating from resold Flat Rate Business and Residential Lines.

Charges for delivery of the Enhanced Optional Daily Usage File will appear on the MCI WorldComs' monthly bills. The charges are as set forth in Exhibit A to this Attachment.

7.45.8.4 All messages will be in the standard Alliance for Telecommunications Industry Solutions (ATIS) EMI record format.

7.55.8.5 Messages that error in the billing system of the MCI WorldCom will be the responsibility of the MCI WorldCom. If, however, the MCI WorldCom should encounter significant volumes of errored messages that prevent processing by the MCI WorldCom within its systems, BellSouth will work with the MCI WorldCom to determine the source of the errors and the appropriate resolution.

5.8.6 The following specifications shall apply to the Optional Daily Usage Feed.

7.6.15.8.6.1 Usage To Be Transmitted

7.6.1.15.8.6.1.1 The following messages recorded by BellSouth will be transmitted to the MCI WorldCom:

Customer usage data for flat rated local call originating from CLEC end user lines (1FB or 1FR). The EODUF record for flat rate messages will include:

- Date of Call
- From Number
- To Number
- Connect Time
- Conversation Time
- Method of Recording
- From RAO
- Rate Class
- Message Type
- Billing Indicators
- Bill to Number

5.8.6.1.2 BellSouth will perform duplicate record checks on EODUF records processed to Optional Daily Usage File. Any duplicate messages detected will be deleted and not sent to MCI WorldCom.

7.6.1.35.8.6.1.3 In the event that MCI WorldCom detects a duplicate on Enhanced Optional Daily Usage File they receive from BellSouth, MCI WorldCom will drop the duplicate message (MCI WorldCom will not return the duplicate to BellSouth).

7.6.25.8.6.2 Physical File Characteristics

7.6.2.15.8.6.2.1 The Enhanced Optional Daily Usage Feed will be distributed to MCI WorldCom over their existing Optional Daily Usage File (ODUF) feed. The EODUF messages will be intermingled among MCI WorldCom's Optional Daily Usage File (ODUF) messages. The EODUF will be a variable block format (2476) with an LRECL of 2472. The data on the EODUF will be in a non-compacted EMI format (175 byte format plus modules). It will be created on a daily basis (Monday through Friday except holidays).

7.6.2.25.8.6.2.2 Data circuits (private line or dial-up) may be required between BellSouth and MCI WorldCom for the purpose of data transmission. Where a dedicated line is required, MCI

WorldCom will be responsible for ordering the circuit, overseeing its installation and coordinating the installation with BellSouth. MCI WorldCom will also be responsible for any charges associated with this line. Equipment required on the BellSouth end to attach the line to the mainframe computer and to transmit successfully ongoing will be negotiated on a case by case basis. Where a dial-up facility is required, dial circuits will be installed in the BellSouth data center by BellSouth and the associated charges assessed to MCI WorldCom. Additionally, all message toll charges associated with the use of the dial circuit by MCI WorldCom will be the responsibility of MCI WorldCom. Associated equipment on the BellSouth end, including a modem, will be negotiated on a case by case basis between the Parties. All equipment, including modems and software, that is required on MCI WorldCom end for the purpose of data transmission will be the responsibility of MCI WorldCom.

7.6.35.8.6.3 Packing Specifications

7.6.3.15.8.6.3.1 A pack will contain a minimum of one message record or a maximum of 99,999 message records plus a pack header record and a pack trailer record. One transmission can contain a maximum of 99 packs and a minimum of one pack.

7.6.3.25.8.6.3.2 The Operating Company Number (OCN), From Revenue Accounting Office (RAO), and Invoice Number will control the invoice sequencing. The From RAO will be used to identify to MCI WorldCom which BellSouth RAO that is sending the message. BellSouth and MCI WorldCom will use the invoice sequencing to control data exchange. BellSouth will be notified of sequence failures identified by MCI WorldCom and resend the data as appropriate.

6. Maintenance and Repair

6.1 Provision of Maintenance and Repair

6.1.1 BellSouth shall provide MCIm use of BellSouth's maintenance and repair OSS Function by providing MCIm the information, data, processes, and functionalities via an Application-to-Application interface as set forth in this Attachment. BellSouth shall maintain this interface, including, but not limited to, the data connections, at Parity.

6.1.2 The Application-to-Application interface referenced in Section 6.1.1 above (Electronic Communications Trouble Administration, "ECTA") will allow MCIm personnel to perform the following functions for MCIm Customers: (i) enter trouble reports in the BellSouth maintenance systems for an MCIm Customer; (ii) retrieve and track current status on all MCIm Customer trouble reports entered via ECTA; (iii) receive "estimated time to repair" ("ETTR") on a Real Time basis; (iv) receive immediate notification in the event a repair person is unable to be present for, or anticipates missing, a scheduled repair appointment; (v) conduct metallic line or other tests at the same level as BellSouth trouble handling personnel; and (vi) receive automated notification of trouble closure in conformance with the specifications detailed in the MCIm Electronic Bonding Functional Requirements and Design document version 5 and the MCIm/BellSouth joint implementation agreement document.

6.1.3 BellSouth shall provide to MCIm maintenance and repair business processes, as well as the technical and systems maintenance and repair interfaces at Parity and on a nondiscriminatory basis. BellSouth shall comply with the applicable performance measurements set forth in Attachment 10, and as required by law.

6.1.3.1 Neither Party shall knowingly deploy or maintain any circuits, facilities or equipment that:

6.1.3.1.1 Interferes with or impairs service over any facilities of the other Party or a third party, in excess of interference or impairment explicitly permitted by Applicable Law or national standards;

6.1.3.1.2 Causes damage to the other Party's plant or collocation Premises;

6.1.3.1.3 Creates unreasonable hazards to any person;

6.1.3.1.4 Compromises the privacy of any communications, unless otherwise authorized by tariffs or Applicable Law.

6.1.3.2 Neither Party shall rearrange, move, disconnect, remove or attempt to repair any facilities owned by the other Party, other than by connection or disconnection to any interface means used, except with the consent of the other Party. Provided, however, that a Party discovering an immediate threat of serious physical damage to property or injury to person may take whatever measures that Party deems reasonably necessary to remove the threat.

6.1.3.4 Each Party shall notify the other of situations that arise that may result in a service problem for the other Party. If either Party reasonably determines that any equipment or facilities of the other Party violates the provisions of Section 6.1.3.1, the determining Party shall give written notice to the other Party, which notice shall direct the other Party to cure the violation within 48 hours. After receipt of the notice, the Parties agree to consult immediately and, if necessary, to inspect the arrangement. If the Parties determine that the violation cannot be cured within 48 hours, at a minimum the curing Party shall commence curative measures within 24 hours and exercise reasonable diligence to complete such measures as soon as possible thereafter.

6.1.3.5 For all repair requests, each Party shall prescreen troubles prior to referring the trouble to the other Party.

6.1.3.6 Each Party may bill the other Party for referring a trouble that requires a dispatch outside of the central office and is found not to be in the network of the Party to whom the trouble was referred, pursuant to its standard time and material charges. The standard time and material charges will be no more than what the Party normally would charge for the same services.

6.1.4 BellSouth's repair bureau shall conform to the performance requirements set forth in this Attachment when providing maintenance and repair services to MCIm.

6.1.4.1 BellSouth shall provide MCIm with the capability to open trouble tickets, analyze and sectionalize the trouble, determine whether it is necessary to dispatch a service technician to the relevant premises,

obtain status, and receive completion information. BellSouth shall handle MCIm troubles at Parity and shall not require MCIm technicians to perform any task beyond the metallic line testing required to isolate troubles within BellSouth's network. BellSouth shall provide electronically bonded access to MCIm to perform the metallic line testing.

6.1.4.2 If BellSouth misses the "estimated time to restore", BellSouth shall use its best efforts to notify MCIm in a timely manner.

6.1.4.3 Telephone Service Priority. Upon receipt of a request from MCIm containing the appropriate TSP Authorization Codes assigned by the NSEP-TSP, BellSouth shall identify the account with this code. BellSouth will conform to the framework defined by the NSEP-TSP for restoration on a priority basis of the individual accounts.

6.1.4.4 BellSouth will make repair service available to MCIm personnel 24 hours a day, seven days a week.

6.2 General Business Requirements and Functions

6.2.1 Each Party will be the single point of contact for all repair calls on behalf of its end users. The Parties agree to provide one another with toll-free contact numbers for such purposes.

6.2.2 BellSouth shall dispatch maintenance personnel for MCIm Customers on the same schedule that BellSouth provides for its own Customers. BellSouth shall dispatch BellSouth technicians to MCIm designated premises upon request by MCIm.

6.2.3 MCIm shall handle all interactions with MCIm subscribers including all calls regarding service problems, establishing appointments pursuant to Section, and notifying the subscriber of trouble status and resolution, unless otherwise authorized by MCIm. BellSouth may contact MCIm end users for the express purpose of performing routine maintenance on BellSouth's network (e.g., to notify an end user of tree trimming operations).

6.2.4 Where BellSouth provides the switching, BellSouth agrees to provide scheduled maintenance for residential and small business subscribers.

consisting of cable throws, performed with test sets which prevent the subscribers' services from being interrupted during the activity. BellSouth shall monitor individual cutover work to insure that the service is not in use prior to the cut. Central office conversions shall be publicized through the media and will occur after midnight and before 4:00A.M., unless MCIm is provided with **{MCIm LANGUAGEwritten notification} {BELLSOUTH LANGUAGE notification via web posting}.**

6.2.5 BellSouth shall provide MCIm with the same scheduled and non-scheduled maintenance including, without limitation, required and recommended maintenance intervals and procedures, for all Services provided to MCIm under this Agreement that it currently provides for maintenance of its own network at a level of quality which is at Parity.

6.2.7 Disaster Recovery. The Parties shall adhere to the Disaster Recovery Plan set forth in Appendix 1 of this Attachment.

6.2.11 Adverse Trend Analysis BellSouth will work cooperatively with MCIm to identify the source of, and correct, adverse trends identified through the performance measurements set forth in Attachment 10 of this Agreement. BellSouth will report to MCIm the cause for the adverse trend and BellSouth's measures to correct the same. For trends that are not corrected, MCIm may request, and BellSouth shall perform, at Parity, a root cause analysis on the trend, and provide the details of that analysis to MCIm.

6.2.13 BellSouth shall supply MCIm with a unique number, which may be the customer's actual number, to identify each MCI initial trouble report opened. For repeat trouble reports, if the previous trouble was within a 30 day period, the report will be flagged as a repeat report automatically.

6.2.15 Where BellSouth provides switching, MCIm may request, and BellSouth shall provide, selective call routing, at the rates set forth in Attachment 1 of this Agreement, that will enable MCIm subscriber calls to "611" to be routed to the MCIm repair center.

6.2.16 MCIm may open a trouble report at any time for any circuit ID for which BellSouth has previously submitted a completion notice for a service request. In addition, MCIm may open a trouble report where a previous report for the

same circuit ID has been closed by BellSouth. MCIm may escalate to BellSouth to the last level of escalation occurring on the closed report.

6.2.17 BellSouth shall notify MCIm upon completion of a trouble report. The report shall not be closed until the trouble is resolved and notification is received by MCIm.

6.2.22 BellSouth shall permit MCIm to call BellSouth to verify central office features and functions as they relate to an open trouble report. BellSouth agrees to work with MCIm on the initial trouble report to isolate the cause of the trouble and, where possible, resolve the feature/function related trouble at that time.

6.2.23 BellSouth shall proactively advise MCIm of any central office, interoffice (such as fiber cuts), and repeater failures that are known at the time of any inquiry or trouble report. BellSouth shall notify MCIm of switch failures pursuant to the Disaster Recovery Plan in Appendix 1 of this Attachment.

6.2.24 BellSouth agrees to provide an Estimated Time To Repair (ETTR), an appointment time or commitment time, as appropriate, on all trouble reports.

6.2.25 Maintenance charges for premises visits by BellSouth employees or contractors shall be billed to MCIm and not to the customer.

6.2.25.1 BellSouth employees or contractors shall present the customer with an unbranded form detailing the time spent, the materials used and an indication that the trouble has either been resolved, or that additional work will be necessary.

6.2.25.2 If additional premises work is required that cannot be performed on that visit, BellSouth shall call MCIm to schedule another premises visit. Wherever possible, BellSouth will schedule appointments while a technician is at the premises with the Customer on the line so that MCIm can schedule a new appointment with BellSouth and Customer at the same time.

6.2.25.3 The BellSouth employees or contractors who perform maintenance and repair shall obtain the Customer's signature on a form, and use the signed form to input maintenance charges into the BellSouth

repair and maintenance database. These charges will include any charges for inside wiring work by BellSouth employees or contractors.

APPENDIX 1
ATTACHMENT 8

1999
BELLSOUTH

DISASTER RECOVERY PLANNING

for

CLECS

April 7, 2000

CONTENTS

	PAGE
1.0 Purpose	3
2.0 Single Point of Contact	3
3.0 Identifying the Problem	3
3.1 Site Control	4
3.2 Environmental Concerns	5
4.0 The Emergency Control Center (ECC)	6
5.0 Recovery Procedures	6
5.1 CLEC Outage	7
5.2 BellSouth Outage	7
5.3 Combined Outage (CLEC and BellSouth Equipment)	10
6.0 T1 Identification Procedures	10
7.0 Acronyms	11

1.0 PURPOSE

In the unlikely event of a disaster occurring that affects BellSouth's long-term ability to deliver traffic to a Competitive Local Exchange Carrier (CLEC), general procedures have been developed to hasten the recovery process. Since each location is different and could be affected by an assortment of potential problems, a detailed recovery plan is impractical. However, in the process of reviewing recovery activities for specific locations, some basic procedures emerge that appear to be common in most cases.

These general procedures should apply to any disaster that affects the delivery of traffic for an extended time period. Each CLEC will be given the same parity consideration during an outage and service will be restored as quickly as possible.

This document will cover the basic recovery procedures that would apply to every CLEC.

2.0 SINGLE POINT OF CONTACT

When a problem is experienced, regardless of the severity, the BellSouth Network Management Center (NMC) will observe traffic anomalies and begin monitoring the situation. Controls will be appropriately applied to insure the sanity of BellSouth's network; and, in the event that a switch or facility node is lost, the NMC will attempt to circumvent the failure using available reroutes.

BellSouth's NMC will remain in control of the restoration efforts until the problem has been identified as being a long-term outage. At that time, the NMC will contact BellSouth's Emergency Control Center (ECC) and relinquish control of the recovery efforts. Even though the ECC may take charge of the situation, the NMC will continue to monitor the circumstances and restore traffic as soon as damaged network elements are revitalized.

The telephone number for the BellSouth Network Management Center in Atlanta, as published in Telcordia's National Network Management Directory, is 404-321-2516. The telephone number for MCI Worldcom Local Switch Control Center, is 1-888-722-9266.

3.0 IDENTIFYING THE PROBLEM

During the early stages of problem detection, the NMC will be able to tell which CLECs are affected by the catastrophe. Further analysis and/or first hand observation will determine if the disaster has affected CLEC equipment only; BellSouth equipment only

or a combination. The initial restoration activity will be largely determined by the equipment that is affected.

Once the nature of the disaster is determined and after verifying the cause of the problem, the NMC will initiate reroutes and/or transfers that are jointly agreed upon by the affected CLECs' Network Management Center and the BellSouth NMC. The type and percentage of controls used will depend upon available network capacity. Controls necessary to stabilize the situation will be invoked and the NMC will attempt to re-establish as much traffic as possible.

For long term outages, recovery efforts will be coordinated by the Emergency Control Center (ECC). Traffic controls will continue to be applied by the NMC until facilities are re-established. As equipment is made available for service, the ECC will instruct the NMC to begin removing the controls and allow traffic to resume.

3.1 SITE CONTROL

In the total loss of building use scenario, what likely exists will be a smoking pile of rubble. This rubble will contain many components which could be dangerous. It could also contain any personnel on the premises at the time of the disaster. For these reasons, the local fire marshal with the assistance of the police will control the site until the building is no longer a threat to surrounding properties and the companies have secured the site from the general public.

During this time, the majority owner of the building should be arranging for a demolition contractor to mobilize to the site with the primary objective of reaching the cable entrance facility for a damage assessment. The results of this assessment would then dictate immediate plans for restoration, both short term and permanent.

In a less catastrophic event, i.e., the building is still standing and the cable entrance facility is usable, the situation is more complex. The site will initially be controlled by local authorities until the threat to adjacent property has diminished. Once the site is returned to the control of the companies, the following events should occur.

An initial assessment of the main building infrastructure systems (mechanical, electrical, fire & life safety, elevators, and others) will establish building needs. Once these needs are determined, the majority owner should lead the building restoration efforts. There may be situations where the site will not be totally restored within the confines of the building. The companies must individually determine their needs and jointly assess the cost of permanent restoration to determine the overall plan of action.

Multiple restoration trailers from each company will result in the need for designated space and installation order. This layout and control is required to maximize the

amount of restoration equipment that can be placed at the site, and the priority of placements.

Care must be taken in this planning to insure other restoration efforts have logistical access to the building. Major components of telephone and building equipment will need to be removed and replaced. A priority for this equipment must also be jointly established to facilitate overall site restoration. (Example: If the AC switchgear has sustained damage, this would be of the highest priority in order to regain power, lighting, and HVAC throughout the building.)

If the site will not accommodate the required restoration equipment, the companies would then need to quickly arrange with local authorities for street closures, rights of way or other possible options available.

3.2 ENVIRONMENTAL CONCERNS

In the worse case scenario, many environmental concerns must be addressed. Along with the police and fire marshal, the state environmental protection department will be on site to monitor the situation.

Items to be concerned with in a large central office building could include:

1. Emergency engine fuel supply. Damage to the standby equipment and the fuel handling equipment could have created "spill" conditions that have to be handled within state and federal regulations.

2. Asbestos containing materials that may be spread throughout the wreckage. Asbestos could be in many components of building, electrical, mechanical, outside plant distribution, and telephone systems.

3. Lead and acid. These materials could be present in potentially large quantities depending upon the extent of damage to the power room.

4. Mercury and other regulated compounds resident in telephone equipment.

5. Other compounds produced by the fire or heat.

Once a total loss event occurs at a large site, local authorities will control immediate clean up (water placed on the wreckage by the fire department) and site access.

At some point, the companies will become involved with local authorities in the overall planning associated with site clean up and restoration. Depending on the clean up approach taken, delays in the restoration of several hours to several days may occur.

In a less severe disaster, items listed above are more defined and can be addressed individually depending on the damage.

In each case, the majority owner should coordinate building and environmental restoration as well as maintain proper planning and site control.

4.0 THE EMERGENCY CONTROL CENTER (ECC)

The ECC is located in the Colonnade Building in Birmingham, Alabama. During an emergency, the ECC staff will convene a group of pre-selected experts to inventory the damage and initiate corrective actions. These experts have regional access to BellSouth's personnel and equipment and will assume control of the restoration activity anywhere in the nine state area.

In the past, the ECC has been involve with restoration activities resulting from hurricanes, ice storms and floods. They have demonstrated their capabilities during these calamities as well as during outages caused by human error or equipment failures. This group has an excellent record of restoring service as quickly as possible.

During a major disaster, the ECC may move emergency equipment to the affected location, direct recovery efforts of local personnel and coordinate service restoration activities with the CLECs. The ECC will attempt to restore service as quickly as possible using whatever means are available; leaving permanent solutions, such as the replacement of damaged buildings or equipment, for local personnel to administer.

Part of the ECC's responsibility, after temporary equipment is in place, is to support the NMC efforts to return service to the CLECs. Once service has been restored, the ECC will return control of the network to normal operational organizations. Any long-term changes required after service is restored will be made in an orderly fashion and will be conducted as normal activity.

5.0 RECOVERY PROCEDURES

The nature and severity of any disaster will influence the recovery procedures. One crucial factor in determining how BellSouth will proceed with restoration is whether or not BellSouth's equipment is incapacitated. Regardless of who's equipment is out of service, BellSouth will move as quickly as possible to aid with service recovery; however, the approach that will be taken may differ depending upon the location of the problem.

5.1 CLEC OUTAGE

For a problem limited to one CLEC (or a building with multiple CLECs), BellSouth has several options available for restoring service quickly. For those CLECs that have agreements with other CLECs, BellSouth can immediately start directing traffic to a provisional CLEC for completion. This alternative is dependent upon BellSouth having concurrence from the affected CLECs.

Whether or not the affected CLECs have requested a traffic transfer to another CLEC will not impact BellSouth's resolve to re-establish traffic to the original destination as quickly as possible.

5.2 BELLSOUTH OUTAGE

Because BellSouth's equipment has varying degrees of impact on the service provided to the CLECs, restoring service from damaged BellSouth equipment is different. The outage will probably impact a number of Carriers simultaneously. However, the ECC will be able to initiate immediate actions to correct the problem.

A disaster involving any of BellSouth's equipment locations could impact the CLECs, some more than others. A disaster at a Central Office (CO) would only impact the delivery of traffic to and from that one location, but the incident could affect many Carriers. If the Central Office is a Serving Wire Center (SWC), then traffic from the entire area to those Carriers served from that switch would also be impacted. If the switch functions as an Access Tandem, or there is a tandem in the building, traffic from every CO to every CLEC could be interrupted. A disaster that destroys a facility hub could disrupt various traffic flows, even though the switching equipment may be unaffected.

The NMC would be the first group to observe a problem involving BellSouth's equipment. Shortly after a disaster, the NMC will begin applying controls and finding reroutes for the completion of as much traffic as possible. These reroutes may involve delivering traffic to alternate Carriers upon receiving approval from affected carriers and notification of the CLECs involved. In some cases, changes in translations will be required. If the outage is caused by the destruction of equipment, then the ECC will assume control of the restoration.

5.2.1 Loss of a Central Office

When BellSouth loses a Central Office, the ECC will

a) place specialists and emergency equipment on notice;

b) inventory the damage to determine what equipment and/or functions are lost;

c) move containerized emergency equipment and facility equipment to the stricken area, if necessary;

d) begin reconnecting service for Hospitals, Police and other emergency agency customers of CLECs and BellSouth in a nondiscriminatory manner in accordance with NSEP-TSP guidelines; and

e) begin restoring service to CLECs and other customers.

5.2.2 Loss of a Central Office with Serving Wire Center Functions

The loss of a Central Office that also serves as a Serving Wire Center (SWC), will be restored as described in section 5.2.1.

5.2.3 Loss of a Central Office with Tandem Functions

When BellSouth loses a Central Office building that serves as an Access Tandem and as a SWC, the ECC will

a) place specialists and emergency equipment on notice;

b) inventory the damage to determine what equipment and/or functions are lost;

c) move containerized emergency equipment and facility equipment to the stricken area, if necessary;

d) begin reconnecting service for Hospitals, Police and other emergency agency customers of CLECs and BellSouth in a nondiscriminatory manner in accordance with NSEP-TSP guidelines; and

e) redirect as much traffic as possible to the alternate access tandem (if available) for delivery to those CLECs utilizing a different location as a SWC;

f) begin aggregating traffic to a location near the damaged building. From this location, begin re-establishing trunk groups to the CLECs for the delivery of traffic normally found on the direct trunk groups. (This aggregation point may be the alternate access tandem location or another CO on a primary facility route.)

g) begin restoring service to CLECs and other customers.

5.2.4 Loss of a Facility Hub

In the event that BellSouth loses a facility hub, the recovery process is much the same as above. Once the NMC has observed the problem and administered the appropriate controls, the ECC will assume authority for the repairs. The recovery effort will include

a) placing specialists and emergency equipment on notice;

b) inventorying the damage to determine what equipment and/or functions are lost;

c) moving containerized emergency equipment to the stricken area, if necessary;

d) reconnecting service for Hospitals, Police and other emergency agency customers of CLECs and BellSouth in a nondiscriminatory manner in accordance with NSEP-TSP guidelines; and

e) restoring service to CLECs and other customers. If necessary, BellSouth will aggregate the traffic at another location and build temporary facilities. This alternative would be viable for a location that is destroyed and building repairs are required.

5.3 COMBINED OUTAGE (CLEC AND BELLSOUTH EQUIPMENT)

In some instances, a disaster may impact BellSouth's equipment as well as the CLECs'. This situation will be handled in much the same way as described in section 5.2.3. Since BellSouth and the CLECs will be utilizing temporary equipment, close coordination will be required.

6.0 T1 IDENTIFICATION PROCEDURES

During the restoration of service after a disaster, BellSouth may be forced to aggregate traffic for delivery to an CLEC. During this process, T1 traffic may be consolidated onto DS3s and may become unidentifiable to the Carrier. Because resources will be limited, BellSouth may be forced to "package" this traffic entirely differently then normally received by the CLECs. Therefore, a method for identifying the T1 traffic on the DS3s and providing the information to the Carriers is required.

7.0 ACRONYMS

CO - Central Office (BellSouth)

DS3 - Facility that carries 28 T1s (672 circuits)

ECC - Emergency Control Center (BellSouth)

CLEC - Competitive Local Exchange Carrier

NMC - Network Management Center

SWC - Serving Wire Center (BellSouth switch)

T1 - Facility that carries 24 circuits

TABLE OF CONTENTS

Attachment 9
ANCILLARY SERVICES

1. **BASIC 911/E911** 1

2. **OPERATOR CALL PROCESSING** —

3. **DIRECTORY ASSISTANCE** —

4 **DIRECTORY LISTINGS** —

BOLD LANGUAGE IS IN DISPUTE, AND IS MCI LANGUAGE UNLESS OTHERWISE NOTED BY BOLD UNDERLINE (which is BST language). NORMAL FONT LANGUAGE IS AGREED

ATTACHMENT 9
ANCILLARY SERVICES

1. Basic 911/E911

1.1. Basic 911 and E911 General Requirements

1.1.1. BellSouth shall provide MCIm with access to 911 and E911.

1.1.2. Basic 911 and E911 provides a caller access to the appropriate emergency service bureau by dialing a 3-digit universal telephone number (911). Basic 911 and E911 access from Local Switching shall be provided to MCIm in accordance with the following:

1.1.3. E911 shall provide additional routing flexibility for 911 calls. E911 shall use subscriber data, contained in the Automatic Location Identification/Data Base Management System (ALI/DBMS) and the E911 tandem switch, to determine to which Public Safety Answering Point (PSAP) to route the call.

1.1.4. If BellSouth develops and makes available to its customers any other type of 911 service (e.g., advanced intelligent network 911) BellSouth shall make such service available to MCIm at rates that will be negotiated at the time the service is made available.

1.1.5. BellSouth shall provide to MCIm, where available, the emergency public agency (e.g. police, fire, rescue, poison, and bomb) telephone numbers linked to all NPA NXXs for the states in which they provide service. Such information shall be used solely for purposes of handling emergency calls.

1.1.6. BellSouth shall transmit to MCIm all changes, alterations, modifications, and updates to the emergency public agency telephone numbers linked to all NPA NXX's as soon as such

changes occur. This transmission will be in a mutually agreed to electronic format, if and when such an electronic format becomes available

1.1.7. Basic 911 and E911 functions provided to MCIm shall be at least at parity with the support and services that BellSouth provides to its subscribers for such similar functionality.

1.1.8. Descriptions, signaling, trunking and ordering interfaces for 911/E911 are set forth in this Agreement.

1.2. Basic 911 and E911 Access from Local Switching

1.2.1. Basic 911 and E911 access from Local Switching shall be provided to MCIm in accordance with the following:

1.2.1.1 The Parties shall comply with all applicable laws and regulations concerning emergency services.

1.2.1.2 For E911, BellSouth shall receive data from MCIm electronically. An ALI/DBMS discrepancy report listing errors detected by BellSouth will be faxed to MCIm promptly. MCIm will transmit daily update files for "batch" processing within 24 hours of receipt of a fax transmission of errors.

1.2.2. In government jurisdictions where BellSouth has obligations under existing agreements as the primary provider of the 911 Service to the county, MCIm shall participate in the provision of the 911 Service as follows:

1.2.2.1. Each party shall be responsible for those network portions of the 911 Service for which it has control, including any necessary maintenance to each party's portion of the 911 Service.

1.2.2.2. Where BellSouth is the host Telco, BellSouth shall be responsible for maintaining the E-911 database including validating MCIm updates against MSAG and posting valid updates to E911 database. Errors will be returned to MCIm for correction and transmission of valid updates.

1.2.2.3. MCIm may verify the accuracy of information regarding MCIm Customers in the ALI/DBMS database using methods and procedures mutually agreed to by the Parties.

1.2.3. If a third party is the primary service provider to a government agency, MCIm shall negotiate separately with such third party with regard to the provision of 911 service to the agency. All relations between such third party and MCIm are totally separate from this Agreement and BellSouth makes no representations on behalf of the third party.

1.2.4. If MCIm or Affiliate is the primary service provider to a government agency, MCIm and BellSouth shall negotiate the specific provisions necessary for providing 911 service to the agency and shall include such provisions in an amendment to this Agreement.

1.2.5. BellSouth shall comply with established, competitively neutral intervals for installation of facilities, including any collocation facilities, diversity requirements, etc.

1.2.5.1. BellSouth shall update the ALI/DBMS Database with MCIm data in an interval no less than is experienced by BellSouth subscribers, or than for other carriers, whichever is faster, at no additional cost.

1.2.7 BellSouth shall provide to MCIm, at the rates set forth in Attachment 1 of this Agreement, the necessary Network Elements and services in order for MCIm to provide E911/911 services to governmental agencies in accordance with the requirements of this Agreement.

1.3. Basic 911 and E911 Database Requirements

1.3.1. The telephone number ("TN") data is managed in ALI/DBMS by BellSouth, but the responsibility for providing the data resides with each Local Service Provider.

1.3.2. Copies of the MSAG shall be provided within ten (10) business days from the time requested and provided on CD-ROM or such other medium as the Parties may agree.

1.3.3. MCIm shall be solely responsible for providing MCIm database records to BellSouth for inclusion in BellSouth's ALI/DBMS database on a timely basis.

1.3.4. BellSouth and MCIm shall arrange for the automated input and periodic updating of the E911 database information related to MCIm end users as stated in the BellSouth E911 Local Exchange Carrier Guide for Facility Based Providers. BellSouth shall work cooperatively with MCIm to ensure the accuracy of the data transfer by verifying it against the Master Street Address Guide (MSAG).

1.3.5. MCIm shall assign an E911 database coordinator charged with the responsibility of forwarding MCIm end user ALI/DBMS record information to BellSouth or via a third-party entity, charged with the responsibility of ALI/DBMS record transfer. MCIm assumes all responsibility for the accuracy of the data that MCIm provides to BellSouth.

1.3.6 Automatic Location Identification/Data Base Management System (ALI/DBMS)

The ALI/DBMS Database contains subscriber information (including name, address, telephone information, and sometimes special information from the local service provider or subscriber) used to determine to which Public Safety Answering Point (PSAP) to route the call. The ALI/DBMS database is used to provide more routing flexibility for E911 calls than Basic 911. This Subsection 1.3.6 supplements the requirements for SCPs/Databases set forth in the technical references in Attachment III, Appendix 1. BellSouth shall provide the Emergency Services Database in accordance with the following:

1.3.6.1. Technical Requirements

1.3.6.1.1. BellSouth shall provide error reports from the ALI/DBMS database to MCIm after MCIm inputs information into the ALI/DBMS database. Where BellSouth provides local switching or resold services to MCIm, MCIm may utilize BellSouth to enter through the service order process subscriber information into the data base on a demand basis, and validate subscriber information on a demand basis. With either ALI/DBMS update method, BellSouth shall provide the ability for MCIm to update ALI/DBMS database with end user information for lines that have been ported via INP or LNP.

1.3.6.1.2. The ALI/DBMS database shall contain the following subscriber information:

1.3.6.1.2.1 Name;

1.3.6.1.2.2 Address;

1.3.6.1.2.3 Telephone number; and

1.3.6.1.2.4 Other information as BellSouth deems appropriate

1.3.6.1.3. When BellSouth is responsible for administering the ALI/DBMS database in its entirety, ported number NXXs entries for the ported numbers should be maintained unless MCIm requests otherwise and shall be updated if MCIm requests.

1.3.6.1.4. When Remote Call Forwarding (RCF) is used to provide number portability to the local subscriber and a remark or other appropriate field information is available in the database, the shadow or "forwarded-to" number and an indication that the number is ported shall be added to the ALI/DBMS database by the Party that enters subscriber information into the database for that subscriber.

1.3.6.1.5 MCIm's End User records will be updated in the ALI/DBMS via the ALI/DBMS electronic interface. The ALI/DBMS and selective router databases will be subsequently updated via the ALI/DBMS once MCIm's End User records are updated in the ALI/DBMS. The ALI/DBMS will send completion information back to the electronic interface for retrieval by MCIm.

1.3.6.2. Interface Requirements -

1.3.6.2.1 The interface between the E911 Switch or Tandem and the ALI/DBMS database for MCIm subscribers shall meet industry standards.

1.3.6.2.2 <u>911 Trunking Arrangements</u>

1.3.6.2.2.1 The Parties agree to provide access to 911/E911 in a manner that is transparent to the Customer. The Parties will work together to facilitate the prompt, reliable and efficient Interconnection of MCIm's systems to BellSouth's 911/E911 platforms, with a level of performance that will provide at least the same grade of service as that which BellSouth provides to itself, its Customers, subsidiaries, Affiliates or any other third parties.

1.3.6.2.2.2 MCIm shall order, and BellSouth shall provision, a minimum of two dedicated one-way trunks with either MF or SS7 signaling, as available, at the DS-0 level (at a minimum), from MCIm's Central Office to each BellSouth 911/E911 selective router (e.g., 911 Tandem Office) that serves the areas in which MCIm provides Exchange Service, for the provision of 911/E911 services and for access to all subtending PSAPs ("911 Interconnection Trunk Groups").

1.3.6.2.2.3 All 911 trunks must be capable of transmitting and receiving Baudot code necessary to support the use of Telecommunications Devices for the Deaf (TTY/TDDs).

1.3.6.2.2.4 At MCIm's request, BellSouth shall receive MCIm CAMA-ANI (Centralized Automatic Message Accounting - Automatic Number identification) traffic destined to the 911 PSAPs, or E911 tandems, on trunks from an MCIm end-office.

1.3.6.2.2.5] If and when SS7 signaling on 911 trunks is being provided by BellSouth, at MCIm's request, BellSouth shall receive MCIm SS7 traffic destined to any BellSouth 911 tandem on trunks from an MCIm end-office.

1.3.6.2.2.6 Diversity between BellSouth's 911 tandem and the PSAP will be maintained or upgraded and provided to MCIm to utilize the highest level of diversity available in the network equal to that which BellSouth provides to itself, its Customers, subsidiaries, Affiliates or any other third parties.

1.3.6.2.2.7 Where there is an alternate means of transmitting a 911/E911 call to a PSAP in the event of failures, BellSouth shall make that alternate means available to MCIm.

1.3.6.2.2.8 BellSouth shall route E911 calls received from MCIm's switching office to the appropriate PSAP, and forward the subscriber's ANI to the PSAP. Based on the NPA-NXX provided by MCIm, **BellSouth shall provide MCIm with the appropriate CLLI codes and specifications regarding the tandem serving area, associated addresses and meet points in the network.**

1.3.6.2.2.9 BellSouth shall provide for overflow of MCIm's 911 traffic at Parity and as directed by the PSAP.

1.3.6.2.2.11 BellSouth shall provide selective routing boundary documentation to MCIm. Documentation shows the boundary around the outside of the set of exchange areas served by that selective router. The documentation provides MCIm the information necessary to set up its network to route E911 callers to the correct selective router. BellSouth shall provide MCIm updates to the documentation as this information changes.

1.3.6.2.2.16 Equipment and circuits used for 911 shall be monitored for MCIm in the same manner as BellSouth provides for itself.

1.3.6.2.2.17 BellSouth shall provide restoration and repair of E911/911 trunks or network outages on the same terms/conditions it provides itself.

1.3.6.2.2.19 Nothing in this Agreement shall prohibit MCIm from arranging with the PSAP to have direct trunking between its network and the PSAP.

1.3.7. If BellSouth establishes multiple ALI/DBMS databases that cover different geographic areas, BellSouth shall identify which states, counties or parts thereof are covered by which ALI/DBMS databases, and identify and communicate a point of contact for each.

1.3.8. MCIm shall provide information on new subscribers to BellSouth within one (1) business day of the order completion. BellSouth shall update the database within two (2) business days of receiving the data from MCIm. If BellSouth detects an error in the MCIm provided data, the data shall be returned to MCIm within two (2) business days from when it was provided to BellSouth. MCIm shall respond to requests from BellSouth to make corrections to database record errors by uploading corrected records within two (2) business days.

1.3.9. BellSouth agrees to treat all data on MCIm subscribers provided under this Agreement as strictly confidential and to use data on MCIm subscribers only for the purpose of providing E911 services.

1.3.10. BellSouth shall adopt use of a NENA ID (NENA standard five-character field) on all ALI records received from MCIm at such time as a NENA customer identification is implemented. The NENA ID will be used to identify the carrier of record in INP/LNP configurations.

1.3.11. BellSouth shall provide MCIm with the following information:

1.3.11.1 When requested by MCIm, the identification of the correct 911 tandem to which MCIm's 911 calls should be routed, based on MCIm's NPA-NXX and MCIm's identification of the BellSouth NPA-NXX to which it corresponds.

1.3.11.2. Technical specifications for network Interface (provided via BellSouth's web site), Technical specifications for database loading and maintenance (provided via the E911 Local Exchange Carrier Guide for Facility Based Carriers).

1.3.13. Where BellSouth is the host Telco, BellSouth shall provide MCIm with notification when MCIm's ALI records have been received. BellSouth shall ensure that the ALI records are delivered to the appropriate ALI/DBMS and selective router databases and are correctly entered.

1.3.14 Where BellSouth is the host telco, each ALI/DBMS discrepancy report shall be researched by MCIm, and BellSouth shall assist MCIm if necessary. The responsible Party shall take immediate corrective action.

1.3.15 Where BellSouth is responsible for maintenance of the ALI/DBMS database, BellSouth shall provide database maintenance at no charge to MCIm.

1.3.16 All MCIm lines that have been ported via INP shall reach the correct PSAP when 911 is dialed, provided MCIm has appropriate trunking in place. BellSouth shall send both the ported number and the MCIm number (if both are received from MCIm) to the PSAP.

1.3.16.1 BellSouth shall cooperate with MCIm to ensure that 911/E911 service is fully available to all MCIm End Users whose telephone numbers have been ported from BellSouth.

1.3.17 BellSouth, where available, shall work with the appropriate government agency to provide MCIm the ten-digit POTS number of

each PSAP which sub-tends each BellSouth selective router/911 tandem to which MCIm is interconnected.

1.3.18 BellSouth shall notify MCIm 48 hours in advance of any scheduled testing or maintenance affecting MCIm 911 service, and provide notification as soon as possible of any unscheduled outage affecting MCIm 911 service.

1.3.19. MCIm shall be responsible for reporting all errors, defects and malfunctions to BellSouth. BellSouth shall use its best efforts to provide MCIm with the point of contact for reporting errors, defects, and malfunctions in the service and shall also provide escalation contacts within thirty (30) days of the Effective Date.

1.3.20 MCIm may enter into subcontracts with third parties, including MCIm Affiliates, for the performance of any of MCIm's duties and obligations stated herein.

1.3.21 Within ninety (90) days of a BellSouth decision to implement SS7 signaling, BellSouth shall notify MCIm of such decision.

1.3.22 BellSouth shall provide notification of any pending tandem / selective router moves, NPA splits, or scheduled maintenance outages, with enough time to react.

1.3.23 BellSouth shall notify MCIm within 30 days of BellSouth's decision to implement "reverse ALI" inquiries by public safety entities.

1.3.24 BellSouth shall continue its existing process for the management of NPA splits by populating the ALI/DBMS database with the appropriate new NPA codes.

1.3.25 MCIm may, at its discretion, further request additional and/or modified reporting as business needs demand.

2. Operator Call Processing

2.1. General

2.1.1. BellSouth shall provide for the routing of local calls via Operator Call Processing (including but not limited to 0+, 0-) dialed by MCIm subscribers directly to either the MCIm operator service platform or BellSouth operator service platform as specified by MCIm. BellSouth shall provide MCIm with selective routing via Line Class Codes, where technically feasible. Further, MCIm and BellSouth shall continue to work

with the appropriate industry groups to develop a long term solution for selective routing. At such time as BellSouth implements a long term solution, it shall be made available to MCIm at non-discriminatory rates, terms and conditions.

2.1.2. MCIm subscribers shall be provided, subject to section 2.1.1, above, the capability by BellSouth to dial the same telephone numbers to access MCIm operator services that BellSouth subscribers dial to access BellSouth Operator Call Processing. Trunking and signaling requirements for Operator Call Processing trunks and trunk groups are set forth in this Agreement.

2.2. Unbundled Operator Services

2.2.1. BellSouth shall provide, subject to section 2.1.1, above, Operator Call Processing as described below until, at MCIm's discretion, BellSouth routes calls to the MCIm Local Operator Services platform.

2.2.1.1. BellSouth agrees to provide MCIm subscribers the same Operator Call Processing available to BellSouth subscribers. BellSouth shall make available its service enhancements on a non-discriminatory basis.

2.2.2. BellSouth shall provide the following minimum Operator Call Processing capabilities to MCIm subscribers:

2.2.2.1 BellSouth shall complete 0+ and 0- dialed local calls.

2.2.2.2 BellSouth shall complete 0+ intraLATA toll calls.

2.2.2.3 BellSouth shall complete calls that are billed to a calling card. In the event that BellSouth accepts any Special Calling Cards or credit cards for completing calls, BellSouth shall notify MCIm and identify which cards are accepted. 2.2.2.4 BellSouth shall complete person-to-person calls.

2.2.2.5 BellSouth shall complete collect calls.

2.2.2.6 BellSouth shall provide the capability for callers to bill to a third party and shall complete such calls.

2.2.2.7 BellSouth shall complete station-to-station calls.

2.2.2.8 BellSouth shall process emergency calls when the caller dials 0- in error.

2.2.2.9 BellSouth shall process BLV/BLVI requests.

2.2.2.10 BellSouth shall process emergency call trace, subject to mutual agreement of MCIm and BellSouth on applicable processes.

2.2.2.11 BellSouth shall process operator-assisted Directory Assistance calls.

2.2.2.12 Upon a subscriber request for either a rate quote or time and charges, BellSouth shall, through a neutral response, inquire of the subscriber from which carrier the rate or time and charges is requested. The operator will connect the call to that carrier.

2.2.2.12 BellSouth shall route 0- traffic directly to an automated menu that will allow the caller to reach a "live" operator by either pressing a key or staying on the line.

2.2.2.13 BellSouth Caller assistance for the disabled to MCIm in the same manner as provided to disabled BellSouth subscribers.

2.2.2.14 If and when available, BellSouth shall provide operator-assisted conference calling.

2.2.2.15. When requested by MCIm, BellSouth shall provide instant credit on operator services calls as provided to BellSouth subscribers.

2.2.2.16. Operator Call Processing shall adhere to equal access requirements when providing operator transfer services.

2.2.2.17. BellSouth shall provide MCIm with Operator Call Processing at Parity. Service quality must, at a minimum, comply with all federal, state and local requirements. BellSouth shall provide service measurements and accounting reports as mutually agreed by MCIm and BellSouth.

2.2.2.18 BellSouth shall direct MCIm subscriber account inquiries and other similar inquiries to the subscriber service center designated by MCIm.

2.2.2.19 BellSouth shall provide an electronic feed of subscriber call records in "EMI" format to MCIm in accordance with this Attachment.

2.2.2.20. Service levels shall comply, at a minimum, with State Regulatory Commission requirements for number of rings to answer, average work time, and disaster recovery options.

2.2.3 BellSouth shall notify MCIm at least 45 days in advance of any changes or enhancements to its Operator Services, and 180 days in advance of conversion to SS7 signaling for Operator Services, and shall make available such service enhancements on a nondiscriminatory basis immediately upon activation.

2.2.4 Branding

2.2.4.1 The BellSouth Operator Call Processing Branding Feature provides a definable announcement to MCIm end users using Operator Call Proccessing prior to placing them in queue or connecting them to an available operator or automated operator system. This feature allows MCIm to have its calls custom branded with the name designated by MCIm. Rates for Custom Branding, and Operator Call Processing are set forth in Attachment 1.

2.2.4.2 BellSouth offers four service levels of branding to MCIm when ordering Operator Call Processing.

2.2.4.2.1 Service Level 1 - BellSouth Branding

2.2.4.2.2 Service Level 2 - Unbranded

2.2.4.2.3 Service Level 3 - Custom Branding (at Parity, currently front end and back end)

2.2.4.2.4 Service Level 4 - Self Branding (applicable only to MCIm for Resale or use with unbundled Local Switching when routing to an operator service provider other than BellSouth).

2.2.4.3 Branding for Resellers and Use with unbundled Local Switching

2.2.4.3.1 BellSouth Branding is the Default Service Level.

2.2.4.3.2 Unbranding, Custom Branding, and Self Branding require MCIm to order selective routing for each originating BellSouth end office identified by MCIm. Rates for Selective Routing are set forth in Attachment 1.

2.2.4.3.3 Custom Branding and Self Branding require MCIm to order dedicated trunking from each BellSouth end office identified by MCIm, to either the BellSouth Traffic Operator Position System (TOPS) or MCIm Operator Service Provider. Rates for trunks are set forth in Attachment 1. 2.2.4.3.4 Unbranding - Unbranded Operator Call Processing calls ride common trunk groups provisioned by BellSouth from those end offices identified by MCIm to the BellSouth TOPS. These calls are routed to "No Announcement."

2.2.4.4 Branding For Facilities Based Service

2.2.4.4.1 All Service Levels require MCIm to order dedicated trunking from their end office(s) point of interface to the BellSouth TOPS Switches. Rates for trunks are set forth in Attachment 1.

2.2.4.4.2 Customized Branding includes charges, set forth in Attachment 1, for the recording of the branding announcement and the loading of the audio units in each TOPS Switch, Interactive Voice Subsystem (IVS) and Network Applications Vehicle (NAV) equipment for which MCIm requires service.

2.2.5 BellSouth shall direct Customer account and other similar inquiries to the subscriber service center designated by MCIm.

2.2.6 BellSouth shall provide an electronic feed of Customer call records in EMI format to MCIm for billing purposes as required by MCIm.

2.3 Emergency Calls to Operator

2.3.1 BellSouth will accept and process emergency calls to BellSouth operators. BellSouth shall not charge to accept and process emergency calls for MCIm resale customers, however, BellSouth shall charge the appropriate operator work time charge set forth in Attachment 1 for MCIm facility-based Customers.

2.3.1.1 The BellSouth operator will ask the caller where he or she lives and transfer the caller to the appropriate emergency agency (e.g., fire, police, poison control) for the caller's area.

2.3.1.2 If the BellSouth operator is unable to determine the caller's community, BellSouth will handle such calls as it does for its own end users.

2.3.1.3 If the assistance of another carrier's operator is required, BellSouth will attempt to reach the appropriate operator via inward operator assistance, if such facilities exist, or by any other means, if such facilities do not exist, that BellSouth uses to serve its customers.

2.4 Billed Number Screening

2.4.1 BellSouth shall perform Billed Number Screening, at the rates set forth in Attachment 1 when handling Collect, Third Party and Calling Card Calls, both for station-to-station and person-to-person call types.

2.4.2. Unless directed otherwise by MCIm, in the event that end user subscribers change their local service provider, BellSouth shall maintain subscriber data (for line numbers, card numbers, and for any other types of data maintained in LIDB) so that such subscribers shall not experience any interruption of service due to the lack of such maintenance of subscriber data. In the event that end user subscribers change their local service provider, BellSouth shall use its best efforts to avoid service interruption in those situations where BellSouth has control over additions and deletions in the database as LIDB provider.

2.4.3 BellSouth shall exercise at least the same level of fraud control in providing Operator Call Processing to MCIm as that which BellSouth provides for its own Operator Call Processing.

2.5 Busy Line Verification/Busy Line Verification Interruption (BLV/BLVI)

2.5.1 When BellSouth provides switching, BellSouth shall provide BLV/BLVI, at Parity, when MCIm purchases BellSouth Operator Call Processing.

2.5.2 When MCIm provides switching, BellSouth shall provide BLV/BLVI when MCIm purchases verification trunks to each MCIm end office for which MCIm requests BellSouth to provide BLV/BLVI and for which MCIm purchases BellSouth Operator Call Processing.

2.6 Inward Operator Services

2.6.1 If MCIm does not use BellSouth's operator services for Operator Call Processing, MCIm may order Inward Operator Services from BellSouth.

2.6.2 Inward Operator Services allows the MCIm operator to route inward to a BellSouth operator when a MCIm end user has requested the busy line verification and/or interruption of a BellSouth end user's line (and/or end user lines for which Operator Call Processing is performed on behalf of other LECs by BellSouth.) At the request of the MCIm operator, the BellSouth operator shall check for conversation. If the BellSouth operator hears "scrambled" conversation, the BellSouth operator shall perform an interruption if requested. The BellSouth operator shall report the results to the MCIm operator who shall report to the MCIm end user.

2.6.3 MCIm, at its option, may order, and BellSouth shall provision, trunks from its own operator services platform directly to BellSouth's operator service center. **Alternatively, MCIm may use the Local Interconnection Trunk Groups using the network-routable access codes BellSouth establishes in the LERG.**

2.6.4 Where INP/LNP is deployed and when a BLV/BLVI request for a ported number is directed to a BellSouth operator and the query is not successful (for example, the request yields an abnormal result), the BellSouth operator shall confirm whether the number has been ported and shall direct the request to the appropriate operator.

2.6.5 Charges for services provided pursuant to Section 2 shall be set forth in Attachment I.

2.7 Operator Assisted Calls to Directory Assistance ("OADA")

2.7.1 OADA refers to the situation in which a calling party dials "0" and asks the operator for Directory Assistance and is automatically transferred to a Directory Assistance operator. BellSouth will offer OADA to MCIm calling parties on a nondiscriminatory basis.

2.7.2 BellSouth will connect the MCIm subscribers dialing "0" to any Directory Assistance platform designated by MCIm. BellSouth may charge MCIm as specified in Attachment I.

2.8 Operator Services Trunking Arrangements

2.8.1 BellSouth shall route resale and UNE-P Operator Services traffic to MCIm's designated platform **{MCI language -- using switched access facilities that provide ANI, or in any other manner agreed to by MCIm.} {BST language -- MCIm shall order selective routing and separate trunk groups to the designated platform for each BellSouth end office identified by MCIm. }**

2.8.1.1 At its option, MCIm may order, and BellSouth shall provision, separate trunk groups from the BellSouth access tandem or end office to MCIm's platform, as directed by MCIm.

3. Directory Assistance

3.1. General

3.1.1 When BellSouth provides local switching or resale services to MCIm, BellSouth shall provide for the routing of directory assistance calls (including but not limited to 411, 555-1212, FNPA-555-1212) dialed by MCIm subscribers directly to either the MCIm DA service platform or BellSouth DA service platform as specified by MCIm. MCIm end users may use the same dialing arrangements as BellSouth end users, but obtain an unbranded or MCIm branded service as requested by MCIm. BellSouth shall provide MCIm with selective routing via Line Class Codes, where technically feasible. **Further, MCIm and BellSouth shall continue to work with the appropriate industry groups to develop a long term solution for selective routing. At such time as BellSouth implements a long term solution, it shall be made available to MCIm at non-discriminatory rates, terms, and conditions.**

3.1.2 MCIm subscribers shall be provided, subject to section 3.2.1.2 below, the capability by BellSouth to dial the same telephone numbers for access to MCIm Directory Assistance that BellSouth subscribers dial to access BellSouth Directory Assistance.

3.2. **Unbundled** Directory Assistance

3.2.1. BellSouth shall provide, subject to section 3.1.1 above, Directory Assistance functions and services to MCIm for its subscribers as described below until at. MCIm's discretion, BellSouth routes calls to the MCIm Directory Assistance Services platform.

3.2.1.1 At MCI's option, BellSouth shall route **{MCI language -- all 411, 1411, 555-1212} {BST language -- Directory Assistance}** traffic to MCIm's Directory Assistance Services platform. **{BST language -- MCIm shall order selective routing and separate trunk groups to the designated platform for each BellSouth end office identified by MCIm.} {MCI language using FGD signaling either through direct end office trunking or via the access tandem.}**

3.2.1.2. BellSouth agrees to provide MCIm customers with the same Directory Assistance service available to BellSouth subscribers.

3.2.2. BellSouth shall provide the following minimum Directory Assistance capabilities to MCIm's subscribers:

3.2.2.1. A minimum of two subscriber listings and/or addresses or BellSouth parity per MCIm subscriber request.

3.2.2.2. Name and address to MCIm subscribers upon request, except for unlisted numbers, in the same states where such information is provided to BellSouth subscribers.

3.2.2.3. Upon request, call completion to the requested number for local and intraLATA toll calls shall be sent, subject to section 3.1.1, above, **to the network specified by MCIm**. Rating and billing shall be done by MCIm.

3.2.2.4. Populate the Directory Assistance database in the same manner and in the same time frame as for BellSouth subscribers.

3.2.2.5. Any information provided by a Directory Assistance Automatic Response Unit (ARU) shall be repeated the same number of times for MCIm subscribers as for BellSouth's subscribers.

3.2.2.6. When requested by MCIm, BellSouth shall provide instant credit on directory assistance calls as provided to BellSouth subscribers.

3.2.2.7. BellSouth shall provide Directory Assistance to MCIm subscribers in accordance with BellSouth's internal operating procedures and standards, which shall, at a minimum, comply with accepted professional and industry standards.

3.2.3. BellSouth shall notify MCIm in advance of any changes or enhancements to its DA service, and shall make available such service enhancements on a non-discriminatory basis to MCIm.

3.2.4 Branding for Directory Assistance

3.2.4.1 The BellSouth Operator Systems Branding Feature provides a definable announcement to MCIm end users using Directory Assistance (DA) prior to placing them in queue or connecting them to an available operator or automated operator system. This feature allows MCIm to have its calls custom branded with the name designated by MCIm. Rates for Custom Branding, and Directory Assistance are set forth in Attachment 1.

3.2.4.2 BellSouth offers four service levels of branding to MCIm when ordering Directory Assistance.

3.2.4.2.1 Service Level 1 - BellSouth Branding

3.2.4.2.2 Service Level 2 - Unbranded

3.2.4.2.3 Service Level 3 - Custom Branding (at Parity, currently front end only)

3.2.4.2.4 Service Level 4 - Self Branding (applicable only to MCIm when BellSouth provides the switching when routing to an operator service provider other than BellSouth).

3.2.4.3 Branding for Resellers and Use with Local Switching

3.2.4.3.1 BellSouth Branding is the Default Service Level.

3.2.4.3.2 Unbranding, Custom Branding, and Self Branding require MCIm to order selective routing for each originating BellSouth end office identified by MCIm. Rates for Selective Routing are set forth in Attachment 1.

3.2.4.3.3 Custom Branding and Self Branding require MCIm to order dedicated trunking from each BellSouth end office identified by MCIm, to either the BellSouth Traffic Operator Position System (TOPS) or MCIm Operator Service Provider. Rates for trunks are set forth in Attachment 1.

3.2.4.3.4 Unbranding - Unbranded Directory Assistance calls ride common trunk groups provisioned by BellSouth from those end offices identified by MCIm to the BellSouth TOPS. These calls are routed to "No Announcement."

3.2.4.4 Branding For Facilities Based Service

3.2.4.4.1 All Service Levels require MCIm to order dedicated trunking from their end office(s) point of interface to the BellSouth TOPS Switches. Rates for trunks are set forth in Attachment 1.

3.2.4.4.2 Customized Branding includes charges, set forth in Attachment 1, for the recording of the branding announcement and the loading of the audio units in each TOPS Switch, and, if applicable, Interactive Voice Subsystem (IVS) and Network Applications Vehicle (NAV) equipment for which MCIm requires service.

3.2.5.BellSouth shall provide MCIm with the same level of support for the provisioning of Directory Assistance as BellSouth provides itself. Directory Assistance service quality must be at Parity, and must comply with specifications that are required by law, regulatory agency, or by BellSouth's own internal procedures, whichever are the most rigorous.

3.2.5.1. Service levels shall comply, at a minimum, with State Regulatory Commission requirements for number of rings to answer, average work time, and disaster recovery options.

3.3. Directory Assistance Data

3.3.1. Consistent with applicable laws and regulations, BellSouth shall provide to MCIm via its Directory Assistance Database Service (DADS), the subscriber records used by BellSouth to create and maintain its Directory Assistance Data Base, in a non-discriminatory manner. The records shall include all records in BellSouth's Directory Assistance Data Base, including those of its own customers, independent telephone companies' customers, and customers of CLECs. MCIm may combine these records with any other Network Element for the provision of any Telecommunications Service. Neither Party shall use the records for any purpose which violates federal or state laws, statutes, or regulatory orders.

3.3.2. DA data shall be provided on the same terms and conditions that BellSouth provides to itself or other third parties, and at the same rates that BellSouth provides to other third parties.

3.3.2.1 Unless otherwise directed by MCIm, BellSouth shall provide MCIm subscriber records along with BellSouth subscriber records to third party carriers that request directory assistance records from BellSouth. If MCIm does direct otherwise, BellSouth shall remove MCIm's subscriber records from BellSouth's Directory Assistance database.

3.3.3 BellSouth shall provide MCIm, to the extent authorized, a complete list of ILECs, CLECs, and independent Telcos that provided data contained in the database.

3.3.4 BellSouth will provide daily updates which will reflect all listing change activity occurring since MCIm's most recent update. BellSouth shall provide updates to MCIm on a Business, Residence, or combined Business and Residence basis.

3.3.5. BellSouth shall provide complete refresh of the DA data upon mutual agreement of BellSouth and MCIm and subject to applicable charges pursuant to Attachment 1.

3.3.6. Provided that MCIm maintains, at its own expense, equipment and systems necessary at MCIm's end for the Parties to exchange directory assistance data in the Intermediate Record Format (IRF), negotiated and agreed upon by the Parties, as such format may be amended by further mutual agreement, all directory assistance data shall be provided in IRF. MCIm is not responsible for providing any equipment or systems on BellSouth's end in order for the Parties to exchange records using IRF

3.3.6.1 Subject to amendments to the IRF that may be agreed to by the Parties, records exchanged using IRF shall include all identifiers and indicators currently used for processing subscriber listing information.

3.3.7. MCIm and BellSouth, upon mutual agreement, will designate a Technically Feasible point at which the data will be provided.

3.4. Directory Assistance Data Information Exchanges and Interfaces

3.4.1 BellSouth shall provide to MCIm the following:

3.4.1.1 List of NPA-NXXs relating to the listing records being provided.

3.4.1.2 List of directory section names and their associated NPA-NXXs.

3.4.1.3 List of community names expected to be associated with each of the NPA-NXXs for which listing records are provided.

3.4.1.4 List of independent company names and their associated NPA-NXXs for which their listing data is included in BellSouth's listing data.

3.4.1.5 List of approximate volume totals by NPA.

3.4.1.7 Identification of any area wide or universal service numbers which may be listed.

3.4.2.8 Identification of the telephone number to be provided to callers outside the servicing area.

3.4.2.9 Identification of any listing condition(s) unique to BellSouth's serving area which may require special handling in data processing in the directory. Indented listings (Captions) must be identified and delivered and handled as specified.

3.4.4 BellSouth and MCIm shall exchange records using Network Data Mover (NDM), or another electronic transmission method on which the Parties may agree. BellSouth shall identify tracking information requirements (for example, use of header and trailer records for tracking date and time, cycle numbers, sending and receiving site codes, volume count for the given dataset).

3.4.4.1 BellSouth shall identify dates MCIm should not expect to receive daily update activity.

3.5 Directory Assistance Trunking Arrangements

3.5.1 At its option, MCIm may order, and BellSouth shall provision, separate trunk groups connecting MCIm's switch to BellSouth's directory assistance center; or at MCIm's option route Directory Assistance traffic over the Local Interconnection Trunk Group using NPA 555-1212.

3.5.2 BellSouth shall route resale and UNE-P Directory Assistance traffic to MCIm's designated platform using switched access facilities that provide ANI, or in any other manner agreed to by MCIm.

3.5.3 At its option, MCIm may order, and BellSouth shall provision, separate trunk groups from the BellSouth access tandem or end office to MCIm's platform, as directed by MCIm.

4 Directory Listings

4.1 Release of MCIm Directory Listings to Independent Publishers Unless otherwise directed by MCIm, BellSouth shall provide MCIm Customer listings along with the Customer listings of its own Customers to third parties for inclusion in Directory Assistance databases BellSouth shall not disclose nor allow any third party to disclose non-listed name or address information for any purpose other than what may be necessary to complete directory distribution.

4.1.1 MCIm agrees to provide to BellSouth, and BellSouth agrees to accept, MCIm Subscriber Listing Information (SLI) relating to MCIm customers in the geographic area(s) covered by this Interconnection Agreement. MCIm authorizes BellSouth to release all such MCIm SLI provided to BellSouth by MCIm to qualifying third parties pursuant to BellSouth's General Subscriber Services Tariff, Section A38.2, as the same may be amended from time to time. Such MCIm SLI shall be intermingled with BellSouth's own

customer listings and shall not be differentiated from the BellSouth listings or from the listings of any other CLEC that has authorized a similar release of subscriber listing information. BellSouth will use good faith efforts to obtain state commission approval of necessary modifications to Section A38.2 of its tariff to provide for release of third party directory listings, including modifications regarding listings to be released pursuant to such tariff and BellSouth's liability thereunder. BellSouth's obligation pursuant to this Section shall not arise in any particular state until the commission of such state has approved modifications to such tariff.

4.1.2 No compensation shall be paid to MCIm for BellSouth's receipt of MCIm SLI, or for the subsequent release to third parties of such SLI. MCIm agrees to reimburse BellSouth for any costs associated with the initial development of system changes required to make available the MCIm SLI in accordance with this Section. In addition, to the extent BellSouth incurs costs on an ongoing basis to administer the release of MCIm's SLI, MCIm shall pay to BellSouth its proportionate share of the reasonable costs associated therewith. **Before BellSouth incurs any costs under this Section, it shall inform MCIm as of its good faith estimate of MCIW's share of such costs, and MCIm shall have the option of agreeing in writing to the costs, or of discontinuing BellSouth's release of MCIm's SLI.**

4.1.3 BellSouth shall not be liable for the content or accuracy of any SLI provided by MCIm under this Agreement. MCIm shall indemnify, hold harmless and defend BellSouth from and against any damages, losses, liabilities, demands, claims, suits, judgments, costs and expenses (including but not limited to reasonable attorneys fees and expenses) arising from BellSouth's tariff obligations or otherwise and resulting from or arising out of any third party's claim of inaccurate MCIm listings or use of the SLI provided pursuant to this Agreement. BellSouth shall forward to MCIm any complaints received by BellSouth relating to the accuracy or quality of MCIm's listings. The date for the initial release of MCIm's listings and subsequent updates shall be negotiated by the Parties.

4.2 Directory Assistance and Listings Service Requests

4.2.1. These requirements pertain to BellSouth's DA and Listings Service Request process that enables MCIm to (a) submit MCIm subscriber

information for inclusion in BellSouth Directory Assistance and Directory Listings databases; (b) submit MCIm subscriber information for inclusion in published directories; and (c) provide MCIm subscriber delivery address information to enable BellSouth to fulfill directory distribution obligations.

4.2.2 **{BST language -- BellSouth shall make changes to it's OSS's in accordance with the priorities and timelines established via the change control process. MCIm will have an equal say in the voting process used to decide both the features, functions and timing of delivery of the changes to the OSS's that BellSouth offers.} {MCI language -- BellSouth shall accept orders via electronic interface in accordance with OBF Directory Service Request standards (TCIF EDI Technical Mapping) within - nine (9) months of final standard adoption. }**

4.2.3 BellSouth will provide to MCIm the following Directory Listing Migration Options, valid under all interconnection methods, including but not limited to, Resale, Unbundled Network Elements and Facilities-Based:

4.2.3.1 Migrate with no Changes: Retain and transfer all white and transfer all yellow page listings for the subscriber in both DA and DL. Transfer ownership and billing for listings to MCIm.

4.2.3.2 Migrate with Changes: Retain and transfer all white and transfer all yellow page listings for the subscriber in both DA and DL. Based on the information provided in the order, incorporate the specified additional listings to, or delete the specified listings from, the directory. Transfer ownership and billing, if appropriate, for the listings to MCIm.

4.2.4 BellSouth shall enable MCIm to electronically transmit multi-line listing orders.

4.2.8 BellSouth shall not charge for storage of MCIm subscriber information in the DA and DL systems.

4.2.9 MCIm shall not charge for storage of BellSouth subscriber information in the DA and DL systems.

{4.3 BellSouth Proposed Language -- White Pages Listings

4.3.1 BellSouth shall provide MCIm and their customers access to white pages directory listings under the following terms:

4.3.2 Listings. BellSouth or its agent will include MCIm residential and business customer listings in the appropriate White Pages (residential and business) or alphabetical directories. Directory listings will make no distinction between MCIm and BellSouth subscribers.

4.3.3 Rates. Subscriber primary listing information in the White Pages shall be provided at no charge to MCIm or its subscribers provided that MCIm provides subscriber listing information to BellSouth at no charge. However, each Party may recover its costs for the processing of subscriber listing information, (e.g., a service order).

4.3.4 Procedures for Submitting MCIm Subscriber Information. BellSouth will provide to MCIm a magnetic tape or computer disk containing the proper format for submitting subscriber listings. MCIm will be required to provide BellSouth with directory listings and daily updates to those listings, including new, changed, and deleted listings, in an industry-accepted format. These procedures are detailed in BellSouth's Local Interconnection and Facility Based Ordering Guide.

4.3.5 Unlisted/Non-Published Subscribers. MCIm will be required to provide to BellSouth the names, addresses and telephone numbers of all MCIm customers that wish to be omitted from directories.

4.3.6 Inclusion of MCIm Customers in Directory Assistance Database. BellSouth will include and maintain MCIm subscriber listings in BellSouth's directory assistance databases at no charge. BellSouth and MCIm will formulate appropriate procedures regarding lead time, timeliness, format and content of listing information.

4.3.7 Listing Information Confidentiality. BellSouth will accord MCIm's directory listing information the same level of confidentiality that BellSouth accords its own directory listing information, and BellSouth shall limit access to MCIm's customer proprietary confidential directory information to those BellSouth employees who are involved in the preparation of listings.

4.3.8 Optional Listings. Additional listings and optional listings will be offered by BellSouth at tariffed rates as set forth in the General Subscriber Services Tariff.

4.3.9 Delivery. BellSouth or its agent shall deliver White Pages directories to MCIm subscribers at no charge.}

Attachment 10

Performance Measurements

TABLE OF CONTENTS

SERVICE PERFORMANCE MEASUREMENTS AND ENFORCEMENT MECHANISMS 4
1. SCOPE 4
2. REPORTING 4
3. MODIFICATIONS TO MEASUREMENTS 4
4. ENFORCEMENT MECHANISMS 6
EXHIBIT A 12
EXHIBIT B 100
EXHIBIT C 107
EXHIBIT D 13
EXHIBIT E 20

SERVICE PERFORMANCE MEASUREMENTS AND ENFORCEMENT MECHANISMS

1. SCOPE

This Attachment includes Enforcement Measurements with corresponding Enforcement Mechanisms applicable to this Agreement.

2. REPORTING

2.1 In providing services pursuant to this Agreement, BellSouth will report its performance to MCIm in accordance with BellSouth's Service Quality Measurements, which are contained in this Attachment as Exhibit A and in accordance with BellSouth's Enforcement Measurements, which are contained in this Attachment as Exhibit B.

2.2 BellSouth will make performance reports available to MCIm on a monthly basis. The reports will contain information collected in each performance category and will be available to MCIm through some electronic medium to be determined by BellSouth. BellSouth will also provide electronic access to the raw data underlying the performance measurements. Within thirty (30) days of execution of this Agreement, BellSouth will provide a detailed session of instruction to MCIm regarding access to the reports and to the raw data as well as the nature of the format of the data provided.

3. MODIFICATIONS TO MEASUREMENTS

3.1 Service Quality Measurements

3.1.1 BellSouth will update the Service Quality Measurements contained in Exhibit A of this Attachment each calendar quarter. BellSouth will not delete any Service Quality Measurement without prior written consent of MCIm. MCIm may provide input to BellSouth regarding any suggested additions, deletions or other modifications to the Service Quality Measurements. BellSouth will provide notice

of all changes to the Service Quality Measurements via BellSouth's internet website.

3.1.2 Notwithstanding the foregoing, BellSouth may, from time to time, be ordered by a regulatory or judicial body to modify or amend the Service Quality Measurements. BellSouth will make all such changes to the Service Quality Measurements pursuant to Section ___ of the General Terms and Conditions of this Agreement, incorporated herein by reference.

3.1.3 Notwithstanding any other provision of this Agreement, in the event a dispute arises regarding the modification or amendment of the Service Quality Measurements, the parties will refer the dispute to the Commission.

3.2 Enforcement Measurements and Statistical Test

3.2.1 In order for BellSouth to accurately administer the Enforcement Measurements contained in Exhibit B of this Attachment, the Enforcement Measurements shall be modified or amended only if BellSouth determines such modification or amendment is necessary. However, BellSouth will not delete any Enforcement Measurement without prior written consent of MCIm. BellSouth will notify MCIm of any such modification or amendment to the Enforcement Measurements via BellSouth's internet website.

3.2.2 Notwithstanding the foregoing, BellSouth may, from time to time, be ordered by a regulatory or judicial body to modify or amend the Enforcement Measurements and/or Statistical Test. BellSouth will make all such changes to the Enforcement Measurements and/or Statistical Test pursuant to Section ___ of the General Terms and Conditions of this Agreement, incorporated herein by reference.

3.2.3 Notwithstanding any other provision of this Agreement, in the event a dispute arises regarding the modification or amendment of the Enforcement Measurements and/or Statistical Test, the parties will refer the dispute to the Commission.

4. ENFORCEMENT MECHANISMS

4.1 Purpose

This section establishes meaningful and significant enforcement mechanisms voluntarily provided by BellSouth to verify and maintain compliance between BellSouth and MCIm's operations as well as to maintain access to Operational Support System (OSS) functions. This section provides the terms and conditions for such self-effectuating enforcement mechanisms. To the extent the FCC issues an order authorizing BellSouth to provide interLATA telecommunications service under section 271 of the Act that contains enforcement mechanisms that deviate from those contained herein, the BellSouth and MCIm agree to amend this Attachment to conform to the FCC's order.

4.2 Effective Date

Tier-1 Enforcement Mechanisms shall become effective in all BellSouth states upon an effective FCC order, which has not been stayed, authorizing BellSouth to provide interLATA telecommunications service under section 271 of the Act within any given state. Tier-2 and Tier-3 Enforcement Mechanisms set forth in this section shall only become effective upon an effective FCC order, which has not been stayed, authorizing BellSouth to provide interLATA telecommunications services under section 271 of the Act within a particular state and shall only apply to BellSouth's performance in any state in which the FCC has granted BellSouth interLATA authority.

4.3 Definitions

4.3.1 Enforcement Measurement Elements means the performance measurements set forth in Exhibit B, attached hereto and incorporated herein by this reference.

4.3.2 Enforcement Measurement Benchmark means a competitive level of performance negotiated by BellSouth used to compare the performance of BellSouth and MCIm where no analogous process, product or service is feasible. See Exhibit B.

4.3.3 Enforcement Measurement Compliance means comparing performance levels provided to BellSouth retail customers with

performance levels provided by BellSouth to the CLEC customer, as set forth in Exhibit C, attached hereto and incorporated herein by this reference.

4.3.4 Test Statistic and Balancing Critical Value is the means by which enforcement will be determine using statistically valid equations. See Exhibit C.

4.3.5 Cell is the point (below the wire center level) at which like-to-like comparisons are made. For example, all BellSouth retail POTS services, for residential customers, requiring a dispatch in a particular wire center, at a particular point in time will be compared directly to MCIm resold services for residential customers, requiring a dispatch, in the same wire center, at a particular point in time. When determining compliance, these cells can have a positive or negative value. See Exhibit C.

4.3.6 Affected Volume means that proportion of the total MCIm volume or CLEC Aggregate volume for which remedies will be paid.

4.3.7 Parity Gap refers to the incremental departure from a compliant-level of service. (See Exhibit D). This is also referred to as "diff" in the Statistical paper (See Exhibit C).

4.3.8 Tier-1 Enforcement Mechanisms means self-executing liquidated damages paid directly to MCIm when BellSouth delivers non-compliant performance of any one of the Enforcement Measurement Elements any month as calculated by BellSouth.

4.3.9 Tier-2 Enforcement Mechanisms means Assessments paid directly to a state Public Service Commission ("Commission") or its designee. Tier 2 Enforcement Mechanisms are triggered by three consecutive monthly failures in a quarter in which BellSouth performance is out of compliance or does not meet the benchmarks for the aggregate of all CLEC data as calculated by BellSouth for a particular Enforcement Measurement Element.

4.3.10 Tier-3 Enforcement Mechanisms means the voluntary suspension of additional marketing and sales of long distance services triggered by excessive repeat failures of those specific submeasures as defined in Exhibit D attached hereto and incorporated herein by this reference.

4.4 Application

4.4.1 The application of the Tier-1, Tier-2, and Tier-3 Enforcement Mechanisms does not foreclose other non-contractual legal and regulatory claims and remedies available to MCIm.

4.4.2 Proof of damages resulting from BellSouth's failure to maintain Enforcement Measurement Compliance would be difficult to ascertain and, therefore, liquidated damages are a reasonable approximation of any contractual damage. Liquidated damages under this provision are not intended to be a penalty.

4.5 Methodology

4.5.1 Tier-1 Enforcement Mechanisms will be triggered by BellSouth's failure to achieve Enforcement Measurement Compliance or Enforcement Measurement Benchmarks for the State for a given Enforcement Measurement Element in a given month based upon a test statistic and balancing critical value calculated by BellSouth utilizing BellSouth generated data. The method of calculation is attached hereto as Exhibit D and incorporated herein by this reference.

4.5.1.1 Tier-1 Enforcement Mechanisms apply on a per transaction basis for each negative cell and will escalate based upon the number of consecutive months that BellSouth has reported non-compliance.

4.5.1.2 Fee Schedule for Tier-1 Enforcement Mechanisms is shown in Table-1 attached hereto as Exhibit E and incorporated herein by this reference. Failures beyond Month 6 (as set forth in Table 1) will be subject to Month 6 fees.

4.5.2 Tier-2 Enforcement Mechanisms will be triggered by BellSouth's failure to achieve Enforcement Measurement Compliance or Enforcement Measurement Benchmarks for the State in a given calendar quarter based upon a statistically valid equation calculated by BellSouth utilizing BellSouth generated data. The method of calculation is attached hereto as Exhibit D and incorporated herein by reference.

4.5.2.1 Tier- 2 Enforcement Mechanisms apply, for an aggregate of all CLEC data generated by BellSouth, on a per transaction basis

for each negative cell for a particular Enforcement Measurement Element.

4.5.2.2 Fee Schedule for Total Quarterly Tier-2 Enforcement Mechanisms is show in Table-2 attached hereto as Exhibit E and incorporated herein by this reference.

4.5.3 Tier-3 Enforcement Mechanisms will be triggered by BellSouth's failure to achieve Enforcement Measurement Compliance or Enforcement Measurement Benchmarks for a State in a given calendar quarter. The method of calculation for specified submeasures is identical to the method of calculation for Tier-2 Enforcement Mechanisms as described above. The specific submeasures which are the mechanism for triggering and removing a Tier-3 Enforcement Mechanisms are described in more detail in Exhibit D attached hereto and incorporated herein by this reference.

4.6 Payment of Tier-1 and Tier-2 Amounts

4.6.1 If BellSouth performance triggers an obligation to pay Tier-1 Enforcement Mechanisms to MCIm or an obligation to remit Tier-2 Enforcement Mechanisms to the Commission, BellSouth shall make payment in the required amount on or before the thirtieth (30th) day following the due date of the performance measurement report for the month in which the obligation arose.

4.6.2 For each day after the due date that BellSouth fails to pay MCIm the required amount, BellSouth will pay interest to MCIm at the maximum rate permitted by state law.

4.6.3 For each day after the due date that BellSouth fails to pay the Tier-2 Enforcement Mechanisms, BellSouth will pay the Commission an additional $1,000 per day.

4.6.4 If MCIm disputes the amount paid to MCIm for Tier-1 Enforcement Mechanisms, MCIm shall submit a written claim to BellSouth within sixty (60) days after the date of the performance measurement report for which the obligation arose. BellSouth shall investigate all claims and provide MCIm written findings within thirty (30) days after receipt of the claim. If BellSouth determines MCIm is owed additional amounts, BellSouth shall pay MCIm such additional amounts within thirty (30) days after its findings along with interest paid at the maximum rate permitted by law.

4.6.5 At the end of each calendar year, BellSouth will have its independent auditing and accounting firm certify that the results of all Tier-1 and Tier-2 Enforcement Mechanisms were paid and accounted for in accordance with Generally Accepted Account Principles (GAAP).

4.7 Limitations of Liability

4.7.1 BellSouth will not be responsible for MCIm acts or omissions that cause performance measures to be missed or fail, including but not limited to accumulation and submission of orders at unreasonable quantities or times or failure to submit accurate orders or inquiries. BellSouth shall provide MCIm with reasonable notice of such acts or omissions and provide MCIm any such supporting documentation.

4.7.2 BellSouth shall not be obligated for Tier-1, Tier-2 or Tier 3 Enforcement Mechanisms for non-compliance with a performance measure if such non-compliance was the result of an act or omission by MCIm that is in bad faith.

4.7.3 BellSouth shall not be obligated to pay Tier-1 Enforcement Mechanisms or Tier-2 Enforcement Mechanism for non-compliance with a performance measurement if such non-compliance was the result of any of the following: a Force Majeure event as set forth in the General Terms and Conditions of this Agreement; an act or omission by MCIm that is contrary to any of its obligations under its Interconnection Agreement with BellSouth; an act or omission by MCIm that is contrary to any of its obligations under the Act, Commission rule, or state law; an act or omission associated with third-party systems or equipment; or any occurrence that results from an incident reasonably related to the Y2K problem.

4.7.4 It is not the intent of the Parties that BellSouth be liable for both Tier-2 Enforcement Mechanisms and any other assessments or sanctions imposed by the Commission. MCIm will not oppose any effort by BellSouth to set off Tier-2 Enforcement Mechanisms from any additional assessment imposed by the Commission.

4.7.5 Payment of any Tier-1 or Tier-2 Enforcement Mechanisms shall not be considered as an admission against interest or an admission of liability or culpability in any legal, regulatory or

other proceeding relating to BellSouth's performance. The payment of any Tier-1 Enforcement Mechanisms to MCIm shall release BellSouth for any liability associated with or related to the service performance measurement for the month for which the Enforcement Mechanisms was paid to MCIm.

4.7.6 MCIm acknowledges and argues that the Enforcement Mechanisms contained in this attachment have been provided by BellSouth on a completely voluntary basis in order to maintain compliance between BellSouth and MCIm. Therefore, MCIm may not use the existence of this section or any payments of any Tier-1 or Tier-2 Enforcement Mechanisms under this section as evidence that BellSouth has not complied with or has violated any state or federal law or regulation.

4.8 Enforcement Mechanism Caps

4.8.1 BellSouth's liability for the payment of Tier-1 and Tier-2 Enforcement Mechanisms shall be collectively capped at $625M per year for the entire BellSouth region as set forth below.

AL - $54M	MS - $44M
FL - $122M	NC - $77M
GA - $131M	SC - $47M
KY - $34M	TN - $57M
LA - $59M	
Regional Total - $625M	

4.8.2 If BellSouth's liability for the payment of Tier-1 and Tier-2 Enforcement Mechanisms exceed the caps referenced in this attachment, MCIm may commence a proceeding with the Commission to demonstrate why BellSouth should pay any amount in excess of the cap. MCIm shall have the burden of proof to demonstrate why, under the circumstances, BellSouth should have additional liability.

4.9 Dispute Resolution

4.9.1 Notwithstanding any other provision of this Agreement, any dispute regarding BellSouth's performance or obligations pursuant to this Attachment shall be resolved by the Commission.

EXHIBIT A

PRE-ORDERING - OSS

Report/Measurement :	
Average OSS Response Time and Response Interval	
Definition:	
Average response time and response intervals are the average times and number of requests responded to within certain intervals for accessing legacy data associated with appointment scheduling, service & feature availability, address verification, request for Telephone Numbers (TNs), and Customer Service Records (CSRs).	
Exclusions:	
None	
Business Rules:	
The average response time for retrieving pre-order/order information from a given legacy system is determined by summing the response times for all requests submitted to the legacy during the reporting period and dividing by the total number of legacy requests for that day X 100. The response interval starts when the client application (LENS or TAG for CLECs and RNS for BST) submits a request to the legacy system and ends when the appropriate response is returned to the client application. The number of legacy accesses during the reporting period, which take less than 2.3 seconds and the number, which take more than 6 seconds are also captured.	
Level of Disaggregation:	
RSAG – Address (Regional Street Address Guide- Address) - stores street address information used to validate customer addresses RSAG – TN (Regional Street Address Guide- Telephone Number) – contains information about facilities available and telephone numbers working at a given address. ATLAS (Application for Telephone Number Load Administration and Selection) - acts as a warehouse for storing telephone numbers that are available for assignment by the system. It enables CLECs and BST service reps to select and reserve telephone numbers. COFFI (Central Office Feature File Interface) - stores information about product and service offerings and availability. DSAP (DOE Support Application) – provides due date information. HAL (Hands-Off Assignment Logic) – a system used to access the Business Office Customer Record Information System (BOCRIS). It allows BST servers, including LENS, access to legacy systems. P/SIMS (Product/Services Inventory Management System) – provides information on capacity, tariffs, inventory and service availability. OASIS (Obtain Available Services Information Systems) - Information on feature and rate availability.	
Calculation:	
Σ[(Date & Time of Legacy Response) – (Date & Time of Request to Legacy)] / (Number of Legacy Requests During the Reporting Period) X 100	
Report Structure:	
Not CLEC Specific Not product/service specific Regional Level	
Data Retained Relating to CLEC Experience:	Data Retained Relating to BST Performance:
Report Month Legacy Contract (per reporting dimension) Response Interval Regional Scope	Report Month Legacy Contract (per reporting dimension) Response Interval Regional Scope
Retail Analog/Benchmark	
CLEC Average Response Intervals is comparable to BST Average Response Interval	

LEGACY SYSTEM ACCESS TIMES FOR RNS

System	Contract	Data	< 2.3 sec	> 6 sec	Avg. Sec	# of Calls
RSAG	RSAG-TEN	Address	x	X	x	x
RSAG	RSAG-ADDR	Address	x	X	x	x
ATLAS	ATLAS-TN	TN	x	X	x	x
DSAP	DSAPDDI	Schedule	x	X	x	x
CRIS	CRSACCTS	CSR	x	X	x	x
OASIS	OASISBSN	Feature/Service	x	X	x	x
OASIS	OASISCAR	Feature/Service	x	X	x	x
OASIS	OASISLPC	Feature/Service	x	X	x	x
OASIS	OASISMTN	Feature/Service	x	X	x	x
OASIS	OASISBIG	Feature/Service	x	X	x	x

LEGACY SYSTEM ACCESS TIMES FOR LENS

System	Contract	Data	< 2.3 sec	> 6 sec	Avg. Sec	# of Calls
RSAG	RSAG-TN	Address	x	X	x	x
RSAG	RSAG-ADDR	Address	x	X	x	x
ATLAS	ATLAS-TN	TN	x	X	x	x
DSAP	DSAPDDI	Schedule	x	X	x	x
HAL	HAL/CRIS	CSR	x	X	x	x
COFFI	COFFI/USOC	Feature/Service	x	X	x	x
P/SIMS	PSIMS/ORB	Feature/Service	x	X	x	x

LEGACY SYSTEM ACCESS TIMES FOR TAG

System	Contract	Data	< 2.3 sec	> 6 sec	Avg. Sec	# of Calls
RSAG	RSAG-TN	Address	x	X	x	x
RSAG	RSAG-ADDR	Address	x	X	x	x
ATLAS	ATLASTN	TN	x	X	x	x
DSAP	DSAPDDI	Schedule	x	X	x	x
HAL	HAL/CRIS	CSR	x	X	x	x

CRIS	CRSEINIT	CSR	x	X	x	x
CRIS	CRSECSR	CSR	x	X	x	x

PRE-ORDERING - OSS

Report/Measurement:	
OSS Interface Availability	
Definition:	
Percent of time OSS interface is functionally available compared to scheduled availability. Availability percentages for CLEC interface systems and for all Legacy systems accessed by them are captured	
Exclusions:	
None	
Business Rules:	
This measurement captures the availability percentages for the BST systems, which are used by CLECs during Pre-Ordering functions. Comparison to BST results allow conclusions as to whether an equal opportunity exists for the CLEC to deliver a comparable customer experience.	
Level of Disaggregation:	
Regional Level	
Calculation:	
(Functional Availability) / (Scheduled Availability) X 100	
Report Structure:	
Not CLEC Specific Not product/service specific Regional Level	
Data Retained Relating to CLEC Experience	Data Retained Relating to BST Experience
Report Month Legacy contract type (per reporting dimension) Regional Scope	Report Month Legacy contract type (per reporting dimension) Regional Scope
Retail Analog/Benchmark:	
CLEC OSS Interface Availability is comparable to BST OSS Interface Availability	

OSS Interface Availability

OSS Interface	% Availability
LENS	x
LEO Mainframe	x
LEO UNIX	x
LESOG	x
EDI	x
HAL	x
BOCRIS	x
ATLAS/COFFI	x
RSAG/DSAP	x
SOCS	x
TAG	x

ORDERING

Report/Measurement:
Percent Flow Through Service Requests (Summary)
Definition:
The percentage of Local Service Requests (LSR) submitted electronically via the CLEC mechanized ordering process that flow through to SOCS without manual intervention
Exclusions:
Fatal Rejects Auto Clarification Manual Fallout CLEC System Fallout Supplements (subsequent versions) to cancel LSRs that are not LESOG eligible (Under development)
Business Rules:
The CLEC mechanized ordering process includes all LSRs, including supplements (subsequent versions) which are submitted through one of the three gateway interfaces (TAG, EDI, and LENS), and flow through to SOCS without manual intervention. These LSRs can be divided into two classes of service; Business and Residence, and three types of service; Resale and Unbundled Network Elements (UNE), and specials. The CLEC mechanized ordering process does not include LSRs, which are, submitted manually (e.g., fax, and courier), or are not designed to flow through, i.e., Manual Fallout. Definitions: Fatal Rejects: Errors that prevent an LSR, submitted by the CLEC, from being processed further. When an LSR is submitted by a CLEC, LEO will perform edit checks to ensure the data received is correctly formatted and complete. For example, if the PON field contains an invalid character, LEO will reject the LSR and the CLEC will receive a Fatal Reject. Auto-Clarification: errors that occur due to invalid data within the LSR. LESOG will perform data validity checks to ensure the data within the LSR is correct and valid. For example, if the address on the LSR is not valid according to RSAG, the CLEC will receive an Auto-Clarification. Manual Fallout: errors that occur by design. Certain LSRs are designed to fallout of the Mechanized Order Process due to their complexity. These LSRs are manually processed by the LCSC. When a CLEC submits an LSR, LESOG will determine if the LSR should be forwarded to LCSC for manual handling. Following are the categories for Manual Fallout. Complex services* Expedites (requested by the CLEC) Special pricing plans Denials-restore and conversion, or disconnect and conversion orders Partial migrations Class of service invalid in certain states with some types of service New telephone number not yet posted to BOCRIS Low volume such as activity type "T" (move) Pending order review required More than 25 business lines Restore or suspend for UNE combos Transfer of calls option for the CLEC's end users CSR inaccuracies such as invalid or missing CSR data in CRIS * Attached is a list of services, including complex services, and whether LSRs issued for the services are eligible to flow through. Total System Fallout: Errors that require manual review by the LCSC to determine if the error is caused by the CLEC, or is due to system functionality. If it is determined the error is caused by the

CLEC, the LSR will be sent back to the CLEC as clarification. If it is determined the error is BST caused, the LCSC representative will correct the error.

ORDERING – (Percent Flow Through Service Requests (Summary) – Continued)

Calculation:

Percent Flow Through Service Requests = Σ[(Total number of valid service requests that flow-through to SOCS)] / (Total number of valid service requests delivered to SOCS) X 100

Description:
Percent Flow Through = (The total number of LSRs that flow through LESOG to the SOCS) / (the number of LSRs passed from LEO to LESOG) – Σ[(the number of LSRs that fall out for manual processing) + (the number of LSRs that are returned to the CLEC for clarification) + (the number of LSRs that contain errors made by CLECs)] X 100.

Report Structure:

- CLEC Aggregate
  - Region

Level of Disaggregation:

- Geography
  - Region
- Product (Under Development)
  - Residence
  - Business
  - UNE
  - Special

DATA RETAINED RELATING TO CLEC EXPERIENCE	DATA RETAINED RELATING TO BST EXPERIENCE
Report month • Total number of LSRs received, by interface, by CLEC: ➢ TAG ➢ EDI ➢ LENS • Total number of errors by type, by CLEC: ➢ Fatal rejects ➢ Total fallout for manual processing ➢ Auto clarification ➢ CLEC caused system fallout • Total number of errors by error code	Report month • Total number of errors by type: ➢ BST system error

Retail Analog/Benchmark:

CLEC Flow Through/benchmark comparison (Under Development)

ORDERING

Report/Measurement:
Percent Flow Through Service Requests (Detail)
Definition:
A detailed list by CLEC of the percentage of Local Service Requests (LSR) submitted electronically via the CLEC mechanized ordering process that flow through to SOCS without manual or human intervention.
Exclusions:
• Fatal Rejects • Auto Clarification • Manual Fallout • CLEC System Fallout • Supplements (subsequent versions) to cancel LSRs that are not LESOG eligible (Under development)
Business Rules:
The CLEC mechanized ordering process includes all LSRs, including supplements (subsequent versions) which are submitted through one of the three gateway interfaces (TAG, EDI, and LENS), and flow through to SOCS without manual intervention. These LSRs can be divided into two classes of service; Business and Residence, and two types of service; Resale and Unbundled Network Elements (UNE) and specials. The CLEC mechanized ordering process does not include LSRs, which are, submitted manually (e.g., fax, and courier), or are not designed to flow through, i.e., Manual Fallout. Definitions: Fatal Rejects: Errors that prevent an LSR, submitted by the CLEC, from being processed further. When an LSR is submitted by a CLEC, LEO will perform edit checks to ensure the data received is correctly formatted and complete. For example, if the PON field contains an invalid character, LEO will reject the LSR and the CLEC will receive a Fatal Reject. Auto-Clarification: errors that occur due to invalid data within the LSR. LESOG will perform data validity checks to ensure the data within the LSR is correct and valid. For example, if the address on the LSR is not valid according to RSAG, the CLEC will receive an Auto-Clarification. Manual Fallout: errors that occur by design. Certain LSRs are designed to fallout of the Mechanized Order Process due to their complexity. These LSRs are manually processed by the LCSC. When a CLEC submits an LSR, LESOG will determine if the LSR should be forwarded to LCSC for manual handling. Following are the categories for Manual Fallout: 1. Complex services* 2. Expedites (requested by the CLEC) 3. Special pricing plans 4. Denials-restore and conversion, or disconnect and conversion orders 5. Partial migrations 6. Class of service invalid in certain states with some types of service 7. New telephone number not yet posted to BOCRIS 8. Low volume such as activity type "T" (move) 9. Pending order review required 10. More than 25 business lines 11. Restore or suspend for UNE combos 12. Transfer of calls option for the CLEC's end users 13. CSR inaccuracies such as invalid or missing CSR data in CRIS *Attached is a list of services, including complex services, and whether LSRs issued for the services are eligible to flow through.

Total System Fallout: Errors that require manual review by the LCSC to determine if the error is caused by the CLEC, or is due to system functionality. If it is determined the error is caused by the CLEC, the LSR will be sent back to the CLEC as clarification. If it is determined the error is BST caused, the LCSC representative will correct the error.

ORDERING – (Percent Flow Through Service Requests (Detail) – Continued)

Calculation:

Percent Flow Through Service Requests = (Total number of valid service requests that flow-through to SOCS) / (Total number of valid service requests delivered to SOCS) X 100

Description:
Percent Flow Through = The total number of LSRs that flow through LESOG to SOCS / (the number of LSRs passed from LEO to LESOG) – Σ[(the number of LSRs that fall out for manual processing + the number of LSRs that are returned to the CLEC for clarification + the number of LSRs that contain errors made by CLECs)] X 100.

Report Structure:

- Provides the flow through percentage for each CLEC (by alias designation) submitting LSRs through the CLEC mechanized ordering process. The report provides the following:
  - CLEC (by alias designation)
  - Number of fatal rejects
  - Mechanized interface used
  - Total mechanized LSRs
  - Total manual fallout
  - Number of auto clarifications returned to CLEC
  - Number of validated LSRs
  - Number of BST caused fallout
  - Number of CLEC caused fallout
  - Number of Service Orders Issued
  - Base calculation
  - CLEC error excluded calculation

Level of Disaggregation:

- CLEC Specific (by alias designation to protect CLEC specific proprietary data)
- Geographic:
  - Region
- Product (Under development)
  - Residence
  - Business
  - UNE
  - Special

DATA RETAINED RELATING TO CLEC EXPERIENCE	DATA RETAINED RELATING TO BST EXPERIENCE
REPORT MONTH • Total number of LSRs received, by interface, by CLEC ➢ TAG ➢ EDI ➢ LENS • Total number of errors by type, by CLEC ➢ Fatal rejects ➢ Total fallout for manual processing ➢ Auto clarification ➢ CLEC errors • Total number of errors by error code	REPORT MONTH • Total number of errors by type: ➢ BST system error

Retail Analog/Benchmark:
CLEC Flow Through/benchmark comparison (Under development)

ORDERING

Report/Measurement:	
Flow Through Error Analysis	
Definition:	
An analysis of each error type (by error code) that was experienced by the LSRs that did not flow through to SOCS.	
Exclusions:	
Each Error Analysis is error code specific; therefore exclusions are not applicable.	
Business Rules:	
The CLEC mechanized ordering process includes all LSRs, including supplements (subsequent versions) which are submitted through one of the three gateway interfaces (TAG, EDI, and LENS), and flow through to provisioning SOCS without manual intervention. These LSRs can be divided into two classes of service; Business and Residence, and two types of service; Resale and Unbundled Network Elements (UNE). This measurement captures the total number of errors by type. The CLEC mechanized ordering process does not include LSRs, which are, submitted manually (e.g., fax, and courier).	
Calculation:	
Σ Of errors by type.	
Report Structure:	
• Provides an analysis of each error type (by error code). The report is in descending order by count of each error code and provides the following: ➢ Error Type (by error code) ➢ Count of each error type ➢ Percent of each error type ➢ Cumulative percent ➢ Error Description ➢ CLEC Caused Count of each error code ➢ Percent of aggregate by CLEC caused count ➢ Percent of CLEC by CLEC caused count ➢ BST Caused Count of each error code ➢ Percent of aggregate by BST caused count ➢ Percent of BST by BST caused count	
Level of Disaggregation:	
Region	
DATA RETAINED RELATING TO CLEC EXPERIENCE	**DATA RETAINED RELATING TO BST EXPERIENCE**
REPORT MONTH • Total number of LSRs received • Total number of errors by type (by error code) ➢ CLEC caused error	REPORT MONTH • Total number of errors by type (by error code) ➢ BST system error
Retail Analog/Benchmark:	
Not Applicable	

Attachment
BellSouth Flow-through Analysis
For CLECs LSRs placed via EDI or TAG

	BellSouth Service Offered to CLEC via resale or UNE	Flow-through if no BST or CLEC Errors (Yes/No)	Complex Service (Yes/No)	Complex Order (Yes/No)	Design Service (Yes/No)	Can ordering this service cause fall out for a reason other than errors or complex? If so, what reason?
1	Flat Rate/Residence	Yes	No	No	no	
2	Flat Rate/Business	Yes	No	No	no	
3	Pay Phone Provider	No	No	No	no	
4	Measured Rate/Res.	Yes	No	No	no	
5	Measured Rate/Bus.	Yes	No	No	no	
6	Area Plus	Yes	No	No	no	
7	Package/Complete Choice and area plus	Yes	No	No	no	
8	Optional Calling Plan	Yes	No	No	no	
9	Ga. Community Calling	Yes	No	No	no	
10	Call Waiting Deluxe	Yes	No	No	no	
11	Call Waiting	Yes	No	No	no	
12	Caller ID	Yes	No	No	no	
13	Speed Calling	Yes	No	No	no	
14	3 Way Calling	Yes	No	No	no	
15	Call Forwarding-Variable	Yes	No	No	no	
16	Remote Access to CF	Yes	No	No	no	
17	Enhanced Caller ID	Yes	No	No	no	
18	Memory Call	Yes	No	No	no	
19	Memory Call Ans. Svc.	Yes	No	No	no	
20	MTS	Yes	No	No	no	
21	RCF	Yes	No	No	no	
22	Ringmaster	Yes	No	No	no	
23	Call Tracing	Yes	No	No	no	
24	Call Block	Yes	No	No	no	
25	Repeat Dialing	Yes	No	No	no	
26	Call Selector	Yes	No	No	no	
27	Call Return	Yes	No	No	no	
28	Preferred Call Forward	Yes	No	No	no	
29	Touchtone	Yes	No	No	no	
30	Visual Director	Yes	No	No	no	
31	INP (all types?)	Yes	UNE	No	no	
32	Unbundled Loop-Analog 2W, SL1, SL2	Yes	UNE	No	Yes-designed, no-non-designed	

33	2 wire analog port	Yes	UNE	No	no	
34	Local Number Portability (always?)	Yes	UNE	No	no	
35	Accupulse	No	Yes	Yes	yes	See note at bottom of matrix.
36	Basic Rate ISDN	No	Yes	Yes	yes	LSR electronically submitted; no flow through

	BellSouth Service Offered to CLEC via resale or UNE	Flow-through if no BST or CLEC Errors (Yes/No)	Complex Service (Yes/No)	Complex Order (Yes/No)	Design Service (Yes/No)	Can ordering this service cause fall out for a reason other than errors or complex? If so, what reason?
37	DID	No*	Yes	Yes	Yes	* yes with OSS'99
38	Frame Relay	No	Yes	Yes	yes	
39	Megalink	No	Yes	Yes	yes	
40	Megalink-T1	No	Yes	Yes	yes	
41	Native Mode LAN Interconnection (NMLI)	No	Yes	Yes	yes	
42	Pathlink Primary Rate ISDN	No	Yes	Yes	yes	
43	Synchronet	No	Yes	Yes	yes	LSR electronically submitted; no flow through
44	PBX Trunks	No	Yes	Yes	Yes	LSR electronically submitted; no flow through
45	LightGate	No	Yes	Yes	yes	
46	Smartpath	No	Yes	Yes	yes	
47	Hunting	No	Yes	No	no	LSR electronically submitted; no flow through
48	CENTREX	No	Yes	Yes	no	
49	FLEXSERV	No	Yes	Yes	yes	
50	Multiserv	No	Yes	Yes	yes	
51	Off-Prem Stations	No	Yes	Yes	yes	
52	SmartRING	No	Yes	Yes	yes	
53	FX	No	Yes	Yes	yes	
54	Tie Lines	No	Yes	Yes	Yes	
55	WATS	No	Yes	Yes	yes	
56	4 wire analog voice grade loop	No	UNE	Yes	yes-designed, no-non-designed	
57	4 wire DS1 & PRI digital loop	No	UNE	Yes	yes	
58	2 wire ISDN digital loop	No	UNE	Yes	yes	
59	4 wire DS1 & PRI digital loop	No	UNE	Yes	yes	
60	ADSL	No*	UNE	Yes	yes	* yes as of OSS'99?
61	HDSL	No	UNE	Yes	yes	
62	2 wire analog DID trunk port	No	UNE	Yes	Yes	
63	2 wire ISDN digital line side port	No	UNE	Yes	yes	
64	4 wire ISDN DSI digital trunk ports	No	UNE	Yes	yes	

65	UNE Combinations	y-loop + port	UNE	Yes	yes	
66	Directory Listings (simple)	No*	UNE	Yes	no	* yes as of OSS'99

	BellSouth Service Offered to CLEC via resale or UNE	Flow-through if no BST or CLEC Errors (Yes/No)	Complex Service (Yes/No)	Complex Order (Yes/No)	Design Service (Yes/No)	Can ordering this service cause fall out for a reason other than errors or complex? If so, what reason?
67	Directory Listings (complex)	No*	UNE	Yes	no	* yes as of OSS'99, captions and indentions
68	ESSX	No	Yes	Yes	no	

Note for last column: For all services that indicate 'No' for flow-through, the following reasons, in addition to errors or complex services, also prompt manual handling: Expedites from CLECs, special pricing plans, for denials – restore and conversion or disconnect and conversion both required, partial migrations (although conversions-as-is flow through), class of service invalid in certain states with some TOS – e.g. gov't, or cannot be changed when changing main TN on C activity, low volume – e.g. activity type T = move, pending order review required, more than 25 business lines, restore or suspend for UNE combos, transfer of calls option for CLEC end user – fixed with release 6.0, new TN not yet posted to BOCRIS. All but the last one are unique to the CLEC environment.

ORDERING

Report/Measurement:
Percent Rejected Service Requests
Definition:
Percent Rejected Service Request is the percent of total Local Service Requests (LSRs) received which are rejected due to error or omission. An LSR is considered valid when it is electronically submitted by the CLEC and passes LEO edit checks to insure the data received is correctly formatted and complete.
Exclusions:
Service Requests canceled by the CLEC prior to being rejected/clarified.
Business Rules:
Fully Mechanized: An LSR is considered "rejected" when it is submitted electronically but does not pass LEO edit checks in the ordering systems (EDI, TAG, LEO, LESOG) and is returned to the CLEC. There are two types of "Rejects" in the Mechanized category: • A Fatal Reject occurs when a CLEC attempts to electronically submit an LSR but required fields are not populated correctly and the request is returned to the CLEC before it is considered an LSR. • An Auto Clarification is a valid LSR, which is electronically submitted but rejected from LESOG because it does not pass further edit checks for order accuracy. Partially Mechanized: A valid LSR, which is electronically submitted (via EDI or TAG), but cannot be processed electronically and "falls out" for manual handling. It is then put into "clarification" and (rejected) sent back to the CLEC. Total Mechnized: Combination of Fully Mechnized and Partially Mechanized LSRs. Non Mechanized: An LSR which is faxed or mailed to the LCSC for processing and is "clarified" (rejected) back to the CLEC by the BST service representative. LNP: Under Development
Calculation
Percent Rejected Service Requests = (Total Number of Rejected Service Requests) / (Total Number of Service Requests Received) X 100 during the month.
Report Structure:
• Fully Mechanized, Partially Mechanized, Total Mechanized, Non-Mechanized • State and Region • CLEC Specific • CLEC Aggregate
Level of Disaggregation:
• **Resale Residence** • **Resale Business** • **Resale Specials** • **UNE** • **UNE Loop with NP** • **Other** • **Trunks**

DATA RETAINED RELATING TO CLEC EXPERIENCE:	DATA RETAINED RELATING TO BST PERFORMANCE:
• Report Month • Total number of LSRs • Total number of Rejects • Total Number of Errors • State and Region	• Report Month • Total number of LSRs • Total number of Errors • Adjusted Error Volume • State and Region
RETAIL ANALOG/BENCHMARK:	
BENCHMARK IS UNDER DEVELOPMENT. RETAIL ANALOG ALSO UNDER DEVELOPMENT.	

ORDERING

Report/Measurement:
Reject Interval
Definition:
Reject Interval is the average reject time from receipt of an LSR to the distribution of a Reject. An LSR is considered valid when it is electronically submitted by the CLEC and passes LEO edit checks to insure the data received is correctly formatted and complete.
Exclusions:
Service Requests canceled by CLEC prior to being rejected/clarified
Business Rules:
• Fully Mechanized: The elapsed time from receipt of a valid LSR (date and time stamp in EDI, TAG) until the LSR is rejected (date and time stamp of reject in LEO). Fatal Rejects and Auto Clarifications are considered in the Fully Mechanized category. • Partially Mechanized: The elapsed time from receipt of a valid LSR (date and time stamp in EDI, TAG) until it falls out for manual handling. The stop time on partially mechanized LSRs is when the LCSC Service Representative clarifies the LSR back to the CLEC via LEO. • Total Mechanized Combination of Fully Mechanized and Partially Mechanized LSRs. • Non-Mechanized: The elapsed time from receipt of a valid LSR (date and time stamp from FAX stamp) until notice of the reject is returned to the CLEC via LON. • LNP: Under development.
Calculation:
Reject Interval = Σ[(Date and Time of Service Request Rejection) – (Date and Time of Service Request Receipt)] / (Number of Service Requests Rejected in Reporting Period)
Report Structure:
• CLEC Specific • CLEC Aggregate • Fully Mechanized, Partially Mechanized, Total Mechanized, Non-Mechanized, Trunks
Level of Disaggregation:
• Product Reporting Levels ➢ Interconnection Trunks ➢ Resale – Residence ➢ **Resale – Business** ➢ Resale – Design ➢ UNE Design ➢ UNE Non- Design ➢ UNE Loop with and w/o NP • Geographic Scope ➢ State, Region and further geographic disaggregation as required by State Commission Order

- Mechanized: 0-4 minutes, 4-8 minutes, 8-12 minutes, 12-60 minutes, 0-1 hour 1-8 hours, 8-24 hours, >24 hours.
- Non-mechanized: 0-1 hour, 1-4 hours, 4-8 hours, 8-12 hours, 12-16 hours, 16-20 hours, 20-24 hours >24 hours
- Average Interval in Days.
- Trunks

DATA RETAINED RELATING TO CLEC EXPERIENCE:	DATA RETAINED RELATING TO BST PERFORMANCE:
• Report Month • Reject Interval • Total Number of LSRs • Total number of Errors • State and Region	• Report Month • Reject Interval • Total number of LSRs • Total number of Errors • State and Region

Retail Analog/Benchmark:

Benchmark is under development. Retail Analog also under development.

ORDERING

Report/Measurement:

Firm Order Confirmation Timeliness

Definition:

Interval for Return of a Firm Order Confirmation (FOC Interval) is the average response time from receipt of valid LSR to distribution of a firm order confirmation.

Exclusions:

- Rejected LSRs
- Partially Mechanized or Non-Mechanized LSRs received and/or FOCd outside of normal business hours.

Business Rules:

- Mechanized - The elapsed time from receipt of a valid electronically submitted LSR (date and time stamp in LENS, EDI, TAG) until the LSR is processed and appropriate service orders are generated in SOCS.
- Partially Mechanized – The elapsed time from receipt of a valid electronically submitted LSR which falls out for manual handling by the LCSC personnel until appropriate service orders are issued by a BST service representative via Direct Order Entry (DOE) or Service Order Negotiation Generation System (SONGS) to SOCS.
- Total Mechanized - Combination of Fully Mechanized and Partially Mechanized LSRs
- Non-Mechanized - The elapsed time from receipt of a valid LSR (fax receive date and time stamp) until appropriate service orders are issued by BST service representative via Direct Order Entry (DOE) or Service Order Negotiation Generation System (SONGS) to SOCS.
- LNP – Under development.

Calculation:

Firm Order Confirmation Timeliness = Σ[(Date and Time of Firm Order Confirmation) – (Date and Time of Service Request Receipt)] / (Number of Service Requests Confirmed in Reporting Period)

Report Structure:

- Fully Mechanized, Partially Mechanized, Total Mechanized, Non-Mechanized
- CLEC Specific
- CLEC Aggregate

Level of Disaggregation:

- Product Reporting Levels
  - Interconnection Trunks
  - Resale – Residence
  - **Resale – Business**

- Resale – Design
- UNE Design
- UNE Non- Design
- UNE Loop with and w/o NP
- Trunks

- Geographic Scope
  - State, Region and further geographic disaggregation (MSA) as required by State Commission Order

- Mechanized: 0-15 minutes, 15-30 minutes, 30-45 minutes, 45-60 minutes, 60-90 minutes, 90-120 minutes, 120-240 minutes, 4-8 hours, 8-12 hours, 12-16 hours 16-20 hours, 20-24 hours, 24-48 hours, > 48 hours.
- Non-mechanized: 0-4 hours, 4-8 hours, 8-12 hours, 12-16 hours, 16-20 hours, 20-24 hours, 24-48 hours, > 48 hours.
- Trunks: 0-5 days, 6-8 days, 9-11 days, 12-14 days, 15-17 days, 18-20 days, > 20 days
- < 10 and > 10 Circuits/Lines
- Average Interval in Days.

DATA RETAINED RELATING TO CLEC EXPERIENCE:	DATA RETAINED RELATING TO BST PERFORMANCE:
• Report Month • Interval for FOC • Total number of LSRs • State and Region	• Report Month • Interval for FOC • Total Number of LSRs • State and Region
Retail Analog/Benchmark:	
Benchmark is under development. Retail Analog also under development.	

ORDERING

Report/Measurement:	
Speed of Answer in Ordering Center	
Definition:	
Measures the average time a customer is in queue.	
Exclusions:	
None	
Business Rules:	
The clock starts when the appropriate option is selected (i.e. 1 for Resale Consumer, 2 for Resale Multiline, and 3 for UNE-LNP, etc.) and the call enters the queue for that particular group in the LCSC. The clock stops when a BST service representative in the LCSC answers the call. The speed of answer is determined by measuring and accumulating the elapsed time from the entry of a CLEC call into the BellSouth automatic call distributor (ACD) until the a service representative in BSTs Local Carrier Service Center (LCSC) answers the CLEC call.	
Calculation:	
(Total time in seconds to reach the LCSC) / (Total Number of Calls) in the Reporting Period.	
Report Structure:	
• CLEC Aggregate • BST Aggregate (Combination of Residence Service Center and Business Service Center data under development.)	
Level of Disaggregation:	
• CLEC Aggregate • BST Aggregate (Combination of Residence Service Center and Business Service Center data under development.)	
DATA RETAINED RELATING TO CLEC EXPERIENCE:	**DATA RETAINED RELATING TO BST PERFORMANCE:**
• Mechanized tracking through LCSC Automatic Call Distributor	• Mechanized tracking through BST Retail center support systems
Retail Analog/Benchmark:	
For CLEC, Speed of Answer in Ordering Center (LCSC) is comparable to Speed of Answer in BST Business Offices.	

PROVISIONING

Report/Measurement:
Mean Held Order Interval & Distribution Intervals
Definition:
When delays occur in completing CLEC orders, the average period that CLEC orders are held for BST reasons, pending a delayed completion, should be no worse for the CLEC when compared to BST delayed orders.
Exclusions:
• Any order canceled by the CLEC will be excluded from this measurement. • Order Activities of BST associated with internal or administrative use of local services.
Business Rules:
Mean Held Order Interval: This metric is computed at the close of each report period. The held order interval is established by first identifying all orders, at the close of the reporting interval, that both have not been reported as completed in SOCS and have passed the currently committed due date for the order. For each such order, the number of calendar days between the committed due date and the close of the reporting period is established and represents the held order interval for that particular order. The held order interval is accumulated by the standard groupings, unless otherwise noted, and the reason for the order being held. The total number of days accumulated in a category is then divided by the number of held orders within the same category to produce the mean held order interval. CLEC Specific reporting is by type of held order (facilities, equipment, other), total number of orders held, and the total and average days. Held Order Distribution Interval: This measure provides data to report total days held and identifies these in categories of >15 days and > 90 days. (orders counted in >90 days are also included in >15 days).
Calculation:
Mean Held Order Interval: (Reporting Period Close Date - Committed Order Due Date) / (Number of Orders Pending and Past The Committed Due Date) for all orders pending and past the committed due date. Held Order Distribution Interval: (# of Orders Held for ≥ 90 days) / (Total # of Orders Pending But Not Completed) X 100 (# of Orders Held for ≥ 15 days) / (Total # of Orders Pending But Not Completed) X 100
Report Structure:
• CLEC Specific • CLEC Aggregate • BST Aggregate
Level of Disaggregation:
• Product Reporting Levels ➢ POTS - Residence ➢ POTS - Business ➢ DESIGN ➢ PBX ➢ CENTREX ➢ ISDN ➢ UNE 2 Wire Loop with NP (Design and Non-Design) ➢ UNE 2 Wire Loop without NP (Design and Non-Design) ➢ UNE Loop Other with NP (Design and Non-Design) ➢ UNE Loop Other without NP (Design and Non-Design) ➢ UNE Other (Design and Non-Design) ➢ Switching (Under development) ➢ Local Transport (Under development) ➢ Combos (Under development)

- NP (Under development as separate category)
- Local Interconnection Trunks

- Geographic Scope
  - State, Region, and further geographic disaggregation (MSA) as required by State Commission Order

PROVISIONING – (Mean Held Order Interval & Distribution Intervals – Continued)

DATA RETAINED RELATING TO CLEC EXPERIENCE	DATA RETAINED RELATING TO BST EXPERIENCE
• Report Month • CLEC Order Number and PON (PON) • Order Submission Date (TICKET_ID) • Committed Due Date (DD) • Service Type(CLASS_SVC_DESC) • Hold Reason • Total line/circuit count (under development) • Geographic Scope NOTE: Code in parentheses is the corresponding header found in the raw data file.	• Report Month • BST Order Number • Order Submission Date • Committed Due Date • Service Type • Hold Reason • Geographic Scope
Retail Analog/Benchmark:	
CLEC Residence Resale / BST Residence Retail CLEC Business Resale / BST Business Retail CLEC Design / BST Design CLEC PBX, CENTREX, ISDN/ BST PBX, CENTREX, ISDN Interconnection Trunks-CLEC / Interconnection Trunks -BST UNEs-Retail Analog (under development at this time)	

PROVISIONING

Report/Measurement:

Average Jeopardy Notice Interval & Percentage of Orders Given Jeopardy Notice

Definition:

When BST can determine in advance that a committed due date is in jeopardy, it will provide advance notice to the CLEC.

Exclusions:

- Any order canceled by the CLEC will be excluded from this measurement
- Orders held for CLEC end user reasons
- Orders submitted to BST through non-mechanized methods

Business Rules:

When BST can determine in advance that a committed due date is in jeopardy it will provide advance notice to the CLEC. The number of committed orders in a report period is the number of orders that have a due date in the reporting period.

Calculation:

Average Jeopardy Interval = [(Date and Time of Scheduled Due Date on Service Order) - (Date and Time of Jeopardy Notice)]/[Number of Orders Notified of Jeopardy in Reporting Period).
Percent of Orders Given Jeopardy Notice = [(Number of Orders Given Jeopardy Notices in Reporting Period) / (Number of Orders Confirmed (due) in Reporting Period)

Report Structure:

- CLEC Specific and CLEC Aggregate
- BST Aggregate (under development with estimated release date of 8/15/99 for June reporting)

Level of Disaggregation:

- Product Reporting Levels
  - POTS - Residence
  - POTS - Business
  - DESIGN
  - PBX
  - CENTREX
  - ISDN
  - UNE 2 Wire Loop with NP (Design and Non-Design)
  - UNE 2 Wire Loop without NP (Design and Non-Design)
  - UNE Loop Other with NP (Design and Non-Design)
  - UNE Loop Other without NP (Design and Non-Design)
  - UNE Other (Design and Non-Design)
  - Switching (Under development)
  - Local Transport (Under development)
  - Combos (Under development)
  - NP (Under development as separate category)
  - Local Interconnection Trunks
  - Geographic Scope
  - State, Region, and further geographic disaggregation (MSA) as required by State Commission Order

DATA RETAINED RELATING TO CLEC EXPERIENCE	DATA RETAINED RELATING TO BST EXPERIENCE
• Report Month • CLEC Order Number and PON • Date and Time Jeopardy Notice sent • Committed Due Date • Service Type NOTE: Code in parentheses is the	• Report Month • CLEC Order Number and PON • Date and Time Jeopardy Notice sent • Committed Due Date • Service Type NOTE: Code in parentheses is the corresponding

corresponding header found in the raw data file.	header found in the raw data file.

Retail Analog/Benchmark:
Retail Analog

PROVISIONING

Report/Measurement:
Percent Missed Installation Appointments
Definition:
"Percent missed installation appointments" monitors the reliability of BST commitments with respect to committed due dates to assure that CLECs can reliably quote expected due dates to their retail customer as compared to BST.
Exclusions:
• Canceled Service Orders • Order Activities of BST or the CLEC associated with internal or administrative use of local services (Record Orders, Test Orders, etc.) • Disconnect (D) & From (F) orders
Business Rules:
Percent Missed Installation Appointments (MA) is the percentage of total orders processed for which BST is unable to complete the service orders on the committed due dates. Missed Appointments caused by end-user reasons will be included and reported separately. A business day is any time period within the same date frame, which means there cannot be a cutoff time for commitments as certain types of orders are, requested to be worked after standard business hours. Also, during Daylight Savings Time, field technicians are scheduled until 9PM in some areas and the customer is offered a greater range of intervals from which to select.
Calculation:
Percent Missed Installation Appointments = (Number of Orders Not Complete by Committed Due Date in Reporting Period) / (Number of Orders Completed in Reporting Period) X 100
Report Structure:
• CLEC Specific • CLEC Aggregate • BST Aggregate Report explanation: The difference between End User MA and Total MA is the result of BST caused misses. Here, Total MA is the total % of orders missed either by BST or CLEC end user and End User MA represents the percentage of orders missed by the end user.
Level of Disaggregation:

- Reported in categories of < 10 line/circuits; > 10 line/circuits
- Dispatch / No Dispatch
- Product Reporting Levels
  - POTS – Residence
  - POTS – Business
  - DESIGN
  - PBX
  - CENTREX
  - ISDN
  - UNE 2 Wire Loop with NP (Design and Non-Design)
  - UNE 2 Wire Loop without NP (Design and Non-Design)
  - UNE Loop Other with NP (Design and Non-Design)
  - UNE Loop Other without NP (Design and Non-Design)
  - UNE Other (Design and Non-Design)
  - Switching (Under development)
  - Local Transport (Under development)
  - Combos (Under development)
  - NP (Under development as separate category)
  - Local Interconnection Trunks
  - Geographic Scope
  - State, Region, and further geographic disaggregation (MSA) as required by State Commission Order

PROVISIONING (Percent Missed Installation Appointments – Continued)

DATA RETAINED RELATING TO CLEC EXPERIENCE	DATA RETAINED RELATING TO BST EXPERIENCE
• Report Month • CLEC Order Number and PON (PON) • Committed Due Date (DD) • Completion Date (CMPLTN DD) • Status Type • Status Notice Date • Standard Order Activity • Geographic Scope NOTE: Code in parentheses is the corresponding header found in the raw data file.	• Report Month • BST Order Number • Committed Due Date • Completion Date • Status Type • Status Notice Date • Standard Order Activity • Geographic Scope
Retail Analog/Benchmark:	
CLEC Residence Resale / BST Residence Retail CLEC Business Resale / BST Business Retail CLEC Design / BST Design CLEC PBX, CENTREX, ISDN/ BST PBX, CENTREX, ISDN Interconnection Trunks-CLEC / Interconnection Trunks –BST UNEs-Retail Analog (under development at this time)	

PROVISIONING

Report/Measurement :

Average Completion Interval (OCI) & Order Completion Interval Distribution

Definition:

The "average completion interval" measure monitors the interval of time it takes BST to provide service for the CLEC or its' own customers. The "Order Completion Interval Distribution" provides the percentage of orders completed within certain time periods.

Exclusions:

- Canceled Service Orders
- Order Activities of BST or the CLEC associated with internal or administrative use of local services
- (Record Orders, Test Orders, etc.)
- D (Disconnect) and F (From) orders. (From is disconnect side of a move order when the customer moves to a new address).
- "L" Appointment coded orders (where the customer has requested a later than offered interval)

Business Rules:

The actual completion interval is determined for each order processed during the reporting period. The Completion interval is the elapsed time from when the order is electronically entere into SOCS after the FOC on a CLEC order, or the date time stamp receipt into SOCS by BST on retail orders to the order completion date. The clock starts when a valid order number is assigned by SOCS and stops when the technician or system completes the order in SOCS. Elapsed time for each order is accumulated for each reporting dimension. The accumulated time for each reporting dimension is then divided by the associated total number of orders completed

Calculation :

Average Completion Interval:

[(Completion Date & Time) - (Order Issue Date & Time)] / Σ (Count of Orders Completed in Reporting Period)

Order Completion Interval Distribution:

Σ (Service Orders Completed in "X" days) / (Total Service Orders Completed in Reporting Period) X 100

Report Structure:

- CLEC Specific
- CLEC Aggregate
- BST Aggregate

Level of Disaggregation:

- Dispatch/No Dispatch categories applicable to all levels except trunks.
- Residence & Business reported in day intervals = 0,1,2,3,4, 5, 5+
- UNE and Design reported in day intervals = 0-5, 5-10, 10-15, 15-20, 20-25, 25-30, 30+
- All Levels are reported < 10 line/circuits; > 10 line/circuits
- Product Reporting Levels
  - POTS – Residence
  - POTS – Business
  - DESIGN
  - PBX
  - CENTREX
  - ISDN
  - UNE 2 Wire Loop with NP (Design and Non-Design)
  - UNE 2 Wire Loop without NP (Design and Non-Design)
  - UNE Loop Other with NP (Design and Non-Design)
  - UNE Loop Other without NP (Design and Non-Design)
  - UNE Other (Design and Non-Design)
  - Switching (Under development)

- Local Transport (Under development)
- Combos (Under development)
- NP (Under development as separate category)
- Local Interconnection Trunks
- Geographic Scope
- State, Region, and further geographic disaggregation (MSA) as required by State Commission Order

PROVISIONING –
(Average Completion Interval (OCI) & Order Completion Interval Distribution - Continued)

DATA RETAINED RELATING TO CLEC EXPERIENCE	DATA RETAINED RELATING TO BST EXPERIENCE
• Report Month • CLEC Company Name • Order Number (PON) • Submission Date & Time (TICKET_ID) • Completion Date (CMPLTN_DT) • Service Type (CLASS_SVC_DESC) • Geographic Scope NOTE: Code in parentheses is the corresponding header found in the raw data file.	• Report Month • CLEC Order Number • Order Submission Date & Time • Order Completion Date & Time • Service Type • Geographic Scope
RETAIL ANALOG/BENCHMARK	
CLEC Residence Resale / BST Residence Retail CLEC Business Resale / BST Business Retail CLEC Non-UNE Design / BST Design CLEC PBX, CENTREX, ISDN/ BST PBX, CENTREX, ISDN Interconnection Trunks-CLEC / Interconnection Trunks-BST UNEs-Retail Analog (under development at this time)	

PROVISIONING

Report/Measurement:

Average Completion Notice Interval

Definition:

The Completion Notice Interval is the elapsed time between the BST reported completion of work and the issuance of a valid completion notice to the CLEC.

Exclusions:

- Non-mechanized Orders
- Cancelled Service Orders
- Order Activities of BST associated with internal or administrative use of local services
- D & F orders

Business Rules:

Measurement of interval of completion date and time by a field technician on dispatched orders, and 5PM on the due date for non-dispatched orders; to the release of a notice to the CLEC/BST of the completion status. The field technician notifies the CLEC by telephone the work was complete and then he enters the completion information and completion time in his computer. This information switches through to the SOCS systems either completing the order or rejecting the order to the Work Management Center (WMC). If the completion is rejected, it is manually corrected and then completed by the WMC. The notice is returned on each individual order submitted and as the notice is sent electronically, it can only be switched to those orders that were submitted by the CLEC electronically.

Calculation:

Σ (Date and Time of Notice of Completion) - (Date and Time of Work Completion) / (Number of Orders Completed in Reporting Period)

Report Structure:

- CLEC Specific
- CLEC Aggregate
- BST Aggregate (in development-expected release date 08/15/99 reporting)

Level of Disaggregation:

- Reporting intervals in Hours: 0-1, 1-2, 2-4, 4-8, 8-12, 12-24, > 24, plus Overall Average Hour Interval
- Reported in categories of < 10 line/circuits; > 10 line/circuits
- Product Reporting Levels
  - POTS - Residence
  - POTS - Business
  - DESIGN
  - PBX
  - CENTREX
  - ISDN
  - UNE 2 Wire Loop with NP (Design and Non-Design)
  - UNE 2 Wire Loop without NP (Design and Non-Design)
  - UNE Loop Other with NP (Design and Non-Design)
  - UNE Loop Other without NP (Design and Non-Design)
  - UNE Other (Design and Non-Design)
  - Switching (Under development)
  - Local Transport (Under development)
  - Combos (Under development)
  - NP (Under development as separate category)
  - Local Interconnection Trunks
  - Geographic Scope
  - State, Region, and further geographic disaggregation (MSA) as required by State Commission Order

PROVISIONING – (Average Completion Notice Interval- Continued)

DATA RETAINED RELATING TO CLEC EXPERIENCE	DATA RETAINED RELATING TO BST EXPERIENCE
• Report Month • CLEC Order Number • Work Completion Date • Work Completion Time • Completion Notice Availability Date • Completion Notice Availability Time • Service Type • Activity Type • Geographic Scope NOTE: Code in parentheses is the corresponding header found in the raw data file.	• • Report Month • Service Order Number • Work Completion Date • Work Completion Time • Completion Notice Availability Date • Completion Notice Availability Time • Service Type • Activity Type • Geographic Scope NOTE: Code in parentheses is the corresponding header found in the raw data file.
Retail Analog/Benchmark:	
Retail Analog	

PROVISIONING

Report/Measurement:

Coordinated Customer Conversions

Definition:

This category measures the average time it takes BST to disconnect an unbundled loop from the BST switch and cross connect it to a CLEC's equipment. This measurement applies to service orders with and without NP, and where the CLEC has requested BST to provide a coordinated cutover.

Exclusions:

- Any order canceled by the CLEC will be excluded from this measurement.
- Delays due to CLEC following disconnection of the unbundled loop
- Unbundled Loops where there is no existing subscriber loop

Business Rules:

Where the service order includes NP, the interval includes the total time for the cutover including the translation time to place the line back in service on the ported line. The interval is calculated for the entire cutover time for the service order and then divided by items worked in that time to give the average per item interval for each service order.

Calculation:

[(Completion Date and Time for Cross Connection of an Unbundled Loop)- (Disconnection Date and Time of an Unbundled Loop)] / Total Number of Unbundled Loop Items for the reporting period.

Report Structure:

- CLEC Specific
- CLEC Aggregate
-

Level of Disaggregation:

- Reported in intervals < = 5 minutes; > 5, < 15 minutes; > 15 minutes, plus Overall Average interval
- Product Reporting Levels
  - UNE Loops without NP
  - UNE Loops with NP
- Geographic Scope
  - State, Region, and further geographic disaggregation as required by State Commission Order

DATA RETAINED RELATING TO CLEC EXPERIENCE	DATA RETAINED RELATING TO BST EXPERIENCE
• Report Month • CLEC Order Number • Committed Due Date (DD) • Service Type (CLASS_SVC_DESC) • Cutover Start Time • Cutover Completion time • Portability start and completion times (NP Orders) • Total Items NOTE: Code in parentheses is the corresponding header found in the raw data file.	• No BST Analog Exists

Retail Analog/Benchmark:

There is no retail analog for this measurement because it measures cutting loops to the CLEC. Benchmark under development.

PROVISIONING

Report/Measurement:

% Provisioning Troubles within 30 days of Service Order Activity

Definition:

Percent Provisioning Troubles within 30 days of Installation measures the quality and accuracy of installation activities.

Exclusions:

- Canceled Service Orders
- Order Activities of BST or the CLEC associated with internal or administrative use of local services (R Orders, Test Orders, etc.)
- D & F orders

Business Rules:

Measures the quality and accuracy of completed orders. The first trouble report from a service order after completion is counted in this measure. Subsequent trouble reports are measured in Repeat Report Rate. Reports are calculated searching in the prior report period for completed service orders and following 30 days after completion for a trouble report.

D & F orders are excluded as there is no subsequent activity following a disconnect.

Calculation:

% Provisioning Troubles within 30 days of Service Order Activity = (Trouble reports on all completed orders 30 days following service order(s) completion) / (All Service Orders completed in the calendar month) X 100

Report Structure:

- CLEC Specific
- CLEC Aggregate
- BST Aggregate

Level of Disaggregation:

- Reported in categories of < 10 line/circuits; > 10 line/circuits
- Dispatch / No Dispatch
- Product Reporting Levels
  - POTS – Residence
  - POTS – Business
  - DESIGN
  - PBX
  - CENTREX
  - ISDN
  - UNE 2 Wire Loop with NP (Design and Non-Design)
  - UNE 2 Wire Loop without NP (Design and Non-Design)
  - UNE Loop Other with NP (Design and Non-Design)
  - UNE Loop Other without NP (Design and Non-Design)
  - UNE Other (Design and Non-Design)
  - Switching (Under development)
  - Local Transport (Under development)
  - Combos (Under development)
  - NP (Under development as separate category)
  - Local Interconnection Trunks
  - Geographic Scope
  - State, Region, and further geographic disaggregation (MSA) as required by State Commission Order

PROVISIONING – (% Provisioning Troubles within 30 days of Service Order Activity – Continued)

DATA RETAINED RELATING TO CLEC EXPERIENCE	DATA RETAINED RELATING TO BST EXPERIENCE
• Report Month • CLEC Order Number and PON • Order Submission Date(TICKET_ID) • Order Submission Time (TICKET_ID) • Status Type • Status Notice Date • Standard Order Activity • Geographic Scope NOTE: Code in parentheses is the corresponding header found in the raw data file.	• Report Month • BST Order Number • Order Submission Date • Order Submission Time • Status Type • Status Notice Date • Standard Order Activity • Geographic Scope
Retail Analog/Benchmark:	
CLEC Residence Resale / BST Residence Retail CLEC Business Resale / BST Business Retail CLEC Design / BST Design CLEC PBX, CENTREX, ISDN/ BST PBX, CENTREX, ISDN Interconnection Trunks-CLEC / Interconnection Trunks -BST UNEs-Retail Analog (Under Development at this time)	

PROVISIONING

Report/Measurement :

Total Service Order Cycle Time (TSOCT) (under development 3Q99)

Definition:

This is a new measurement under development to measure the total service order cycle time from receipt of a valid service order request to the completion of the service order.

Exclusions:

- Canceled Service Orders
- Order Activities of BST or the CLEC associated with internal or administrative use of local services
- (Record Orders, Test Orders, etc.)
- D (Disconnect) and F (From) orders. (From is disconnect side of a move order when the customer moves to a new address).
- "L" Appointment coded orders (where the customer has requested a later than offered interval)
- Orders with CLEC/Subscriber caused delays or CLEC/Subscriber requested due date changes.

Business Rules:

The interval is determined for each order processed during the reporting period. This measurement combines two reports: FOC (Firm Order Confirmation) with Average Order Completion Interval.
This interval starts with the receipt of a valid service order request and stops when the technician or system completes the order in SOCS. Elapsed time for each order is accumulated for each reporting dimension. The accumulated time for each reporting dimension is then divided by the associated total number of orders completed

Calculation :

Total Service Order Cycle Time
(under development)

Report Structure:

- CLEC Specific
- CLEC Aggregate
- BST Aggregate

Level of Disaggregation:

- ISDN Orders included in Non Design - GA Only
- Dispatch/No Dispatch categories applicable to all levels except trunks.
- Intervals under development
- Product Reporting Levels
  - Interconnection Trunks
  - POTS – Residence
  - POTS – Business
  - DESIGN
  - PBX
  - CENTREX
  - ISDN
  - UNE 2 Wire Loop with NP (Design and Non-Design)
  - UNE 2 Wire Loop without NP (Design and Non-Design)
  - UNE Loop Other with NP (Design and Non-Design)
  - UNE Loop Other without NP (Design and Non-Design)
  - UNE Other (Design and Non-Design)
  - Switching (Under development)
  - Local Transport (Under development)
  - Combos (Under development)

- NP (Under development as separate category)
- Local Interconnection Trunks
- Geographic Scope
  - State, Region and further geographic disaggregation as required by State Commission Order

PROVISIONING – (Total Service Order Cycle Time (TSOCT) – Continued

DATA RETAINED RELATING TO CLEC EXPERIENCE	DATA RETAINED RELATING TO BST EXPERIENCE
• Report Month • Interval for FOC • CLEC Company Name • Order Number (PON) • Submission Date & Time (TICKET_ID) • Completion Date (CMPLTN_DT) • Service Type (CLASS_SVC_DESC) • Geographic Scope NOTE: Code in parentheses is the corresponding header found in the raw data file.	• Report Month • CLEC Order Number • Order Submission Date & Time • Order Completion Date & Time • -Service Type • Geographic Scope
Retail Analog/Benchmark	
Under development (BST retail analog available at this time would be Average Completion Interval)	

MAINTENANCE & REPAIR

Report/Measurement:
Missed Repair Appointments
Definition:
The percent of trouble reports not cleared by the committed date and time.
Exclusions:
• Trouble tickets canceled at the CLEC request. • BST trouble reports associated with internal or administrative service. • Customer Provided Equipment (CPE) troubles or CLEC Equipment Trouble.
Business Rules:
The negotiated commitment date and time is established when the repair report is received. The cleared time is the date and time that BST personnel clear the trouble and closes the trouble report in his Computer Access Terminal (CAT) or workstation. If this is after the Commitment time, the report is flagged as a "Missed Commitment" or a missed repair appointment. When the data for this measure is collected for BST and a CLEC, it can be used to compare the percentage of the time repair appointments are missed due to BST reasons. Note: Appointment intervals vary with force availability in the POTS environment. Specials and Trunk intervals are standard interval appointments of no greater than 24 hours.
Calculation:
Percentage of Missed Repair Appointments =Σ (Count of Customer Troubles Not Cleared by the Quoted Commitment Date and Time) / Σ (Total Trouble reports closed in Reporting Period) X 100
Report Structure:
• CLEC Specific • CLEC Aggregate • BST Aggregate
Level of Disaggregation:
ISDN Troubles included in Non-Design - GA ONLY • Product Reporting Levels ➢ POTS - Residence, Business ➢ Design ➢ PBX, CENTREX and ISDN ➢ UNE 2 Wire Loop (Design and Non - Design) ➢ UNE Loop Other (Design and Non Design) ➢ UNE Other (Design and Non - Design) ➢ Switching, Local Transport and Combos (under development) ➢ Local Interconnection Trunks • Dispatch/No Dispatch categories applicable to all product levels • Geographic Scope ➢ State, Region and further geographic disaggregation as required by State Commission Order (e.g. Metropolitan Service Area - MSA)

DATA RETAINED RELATING TO CLEC EXPERIENCE	DATA RETAINED RELATING TO BST EXPERIENCE
• Report Month • CLEC Company Name • Submission Date & Time (TICKET_ID) • Completion Date (CMPLTN_DT) • Service Type (CLASS_SVC_DESC) • Disposition and Cause (CAUSE_CD & CAUSE_DESC) • Geographic Scope NOTE: Code in parentheses is the corresponding header found in the raw data file.	• Report Month • BST Company Code • Submission Date & Time • Completion Date • Service Type • Disposition and Cause (Non-Design / Non-Special Only) • Trouble Code (Design and Trunking Services) • Geographic Scope

MAINTENANCE & REPAIR – (Missed Repair Appointments – Continued)

Retail Analog/Benchmark
CLEC Residence-Resale / BST Residence-Retail
CLEC Business-Resale / BST Business-Retail
CLEC Design-Resale / BST Design-Retail
CLEC PBX, Centrex, and ISDN Resale/ BST PBX, Centrex, and ISDN Retail
CLEC Trunking-Resale / BST Trunking-Retail
UNEs - Retail Analog (under development at this time.)

MAINTENANCE & REPAIR

Report/Measurement:

Customer Trouble Report Rate

Definition:

Initial and repeated customer direct or referred troubles reported within a calendar month per 100 lines/ circuits in service.

Exclusions:

- Trouble tickets canceled at the CLEC request.
- BST trouble reports associated with administrative service.
- Customer provided Equipment (CPE) troubles or CLEC equipment troubles.

Business Rules:

Customer Trouble Report Rate is computed by accumulating the number of maintenance initial and repeated trouble reports during the reporting period. The resulting number of trouble reports are divided by the total "number of service" lines, ports or combination of existing for the CLEC's and BST respectively at the end of the report month.

Calculation:

Customer Trouble Report Rate = (Count of Initial and Repeated Trouble Reports in the Current Period) / (Number of Service Access Lines in service at End of the Report Period) X 100

Report Structure:

- CLEC Specific
- CLEC Aggregate
- BST Aggregate.

Level of Disaggregation:

ISDN Troubles included in Non Design – GA Only

- Product Reporting Levels
  - POTS Residence and Business
  - Design
  - PBX, CENTREX, and ISDN
  - UNE 2 Wire Loop (Design and Non – Design)
  - UNE Loop Other (Design and Non – Design)
  - UNE Other (Design and Non – Design)
  - Switching , Local Transport, and Combos (under development)
  - Local Interconnection Trunks
- Dispatch/No Dispatch categories applicable to all product levels
- Geographic Scope
  - State, Region and further geographic disaggregation as required by State Commission Order (e.g. Metropolitan Service Area - MSA)

DATA RETAINED RELATING TO CLEC EXPERIENCE	DATA RETAINED RELATING TO BST EXPERIENCE
• Report Month • CLEC Company Name • Ticket Submission Date & Time (TICKET_ID) • Ticket Completion Date (CMPLTN_DT) • Service Type (CLASS_SVC_DESC) • Disposition and Cause (CAUSE_CD & CAUSE_DESC) • # Service Access Lines in Service at the end of period • Geographic Scope	• Report Month • BST Company Code • Ticket Submission Date & Time • Ticket Completion Date • Service Type • Disposition and Cause (Non-Design / Non-Special Only) • Trouble Code (Design and Trunking Services) • # Service Access Lines in Service at the

NOTE: Code in parentheses is the corresponding header found in the raw data file.	end of period • Geographic Scope

MAINTENANCE & REPAIR – (Customer Trouble Report Rate – Continued)

Retail Analog/Benchmark:
CLEC Residence-Resale / BST Residence -Retail
CLEC Business-Resale / BST Business-Retail
CLEC Design-Resale / BST Design-Retail
CLEC PBX, Centrex and ISDN Resale/ BST PBX, Centrex, and ISDN Retail
CLEC Trunking-Resale / BST Trunking-Retail
UNEs - Retail Analog (under development at this time)

MAINTENANCE & REPAIR

Report/Measurement:

Maintenance Average Duration

Definition:

The Average duration of Customer Trouble Reports from the receipt of the Customer Trouble Report to the time the trouble report is cleared.

Exclusions:

- Trouble reports canceled at the CLEC request
- BST trouble reports associated with administrative service
- Customer Provided Equipment (CPE) troubles or CLEC Equipment Troubles.
- Trouble reports greater than 10 days

Business Rules:

For Average Duration the clock starts on the date and time of the receipt of a correct repair request. The clock stops on the date and time the service is restored (when the technician completes the trouble ticket on his/her CAT or work system).

Calculation:

Maintenance Average Duration = Σ(Date and Time of Service Restoration) – (Date and Time Trouble Ticket was Opened) / Σ(Total Closed Troubles in the reporting period)

Report Structure:

- CLEC Specific
- BST Aggregate
- CLEC Aggregate

Level of Disaggregation:

ISDN Troubles included in Non Design – GA Only

- Product Reporting Levels
  - POTS– Residence and Business
  - Design
  - PBX, CENTREX, and ISDN
  - UNE 2 Wire Loop (Design Non – Design)
  - UNE Loop Other (Design Non – Design)
  - UNE Other (Design Non – Design)
  - Switching, Local Transport and Combos (under development)
  - Local Interconnection Trunks
- Dispatch/No Dispatch categories applicable to all product levels
- Geographic Scope
  - State, Region and further geographic disaggregation as required by State Commission Order (e.g. Metropolitan Service Area – MSA)

MAINTENANCE & REPAIR – (Maintenance Average Duration – Continued)

DATA RETAINED RELATING TO CLEC EXPERIENCE	DATA RETAINED RELATING TO BST EXPERIENCE
• Report Month • Total Tickets (LINE_NBR) • CLEC Company Name • Ticket Submission Date & Time (TIME_ID) • Ticket Completion Date (CMPLTN_DT • Service Type (CLASS_SVC_DESC) • Disposition and Cause (CAUSE_CD & CAUSE_DESC) • Geographic Scope NOTE: Code in parentheses is the corresponding header found in the raw data file.	• Report Month • Total Tickets • BST Company Code • Ticket Submission Date • Ticket submission Time • Ticket completion Date • Ticket Completion Time • Total Duration Time • Service Type • Disposition and Cause (Non – Design / Non-Special Only) • Trouble Code (Design and Trunking Services) • Geographic Scope
Retail Analog/Benchmark:	
CLEC Residence-Resale / BST Residence-Resale CLEC Business-Resale / BST Business-Retail CLEC Design-Resale / BST Design-Retail CLEC PBX, Centrex and ISDN Resale / BST PBX, Centrex and ISDN Retail CLEC Trunking-Resale /BST Trunking-Retail UNEs - Retail Analog (under development at this time)	

MAINTENANCE & REPAIR

Report/Measurement:
Percent Repeat Troubles within 30 Days
Definition:
Trouble reports on the same line/circuit as a previous trouble report received within 30 calendar days as a percent of total troubles reported.
Exclusions:
• Trouble Reports canceled at the CLEC request • BST Trouble Reports associated with administrative service • Customer Provided Equipment (CPE) Troubles or CLEC Equipment Troubles.
Business Rules:
Includes Customer trouble reports received within 30 days of an original Customer trouble report.
Calculation:
Percentage of Missed Repair Appointments = (Count of Customer Troubles where more than one trouble report was logged for the same service line within a continuous 30 days) / (Total Trouble Reports Closed in Reporting Period) X 100
Report Structure:
• CLEC Specific • CLEC Aggregate • BST Aggregate
Level of Disaggregation:
ISDN Troubles included in Non Design – GA Only • Product Reporting Levels ➢ POTS Residence and Business ➢ Design ➢ PBX, CENTREX and ISDN ➢ UNE 2 Wire Loop (Design and Non – Design) ➢ UNE Loop Other (Design and Non – Design) ➢ UNE Other (Design Non – Design) ➢ Switching, Local Transport and Combos (under development) ➢ Local Interconnection Trunks • Dispatch/No Dispatch categories applicable to all product levels • Geographic Scope ➢ State, Region and further geographic disaggregation as required by State Commission Order (e.g. Metropolitan Service Area - MSA)

DATA RETAINED RELATING TO CLEC EXPERIENCE	DATA RETAINED RELATING TO BST EXPERIENCE
• Report Month • Total Tickets (LINE_NBR) • CLEC Company Name • Ticket Submission Date & Time (TICKET_ID) • Ticket Completion Date (CMPLTN_DT) • Total and Percent Repeat Trouble Reports within 30 Days (TOT_REPEAT) • Service Type • Disposition and Cause (CAUSE_CD & CAUSE_DESC) • Geographic Scope NOTE: Code parentheses is the corresponding header format found in the raw data file.	• Report Month • Total Tickets • BST Company Code • Ticket Submission Date • Ticket Submission Time • Ticket Completion Date • Ticket Completion Time • Total and Percent Repeat Trouble Reports within 30 Days • Service Type • Disposition and Cause (Non - Design/ Non-Special only) • Trouble Code (Design and Trunking Services) • Geographic Scope

MAINTENANCE & REPAIR – (Percent Repeat Troubles within 30 Days - Continued)

Retail Analog/Benchmark:
CLEC Residence-Resale / BST Residence-Retail
CLEC Business- Resale / BST Business-Retail
CLEC Design-Resale / BST Design-Retail
CLEC PBX, Centrex and ISDN Resale / BST PBX, Centrex and ISDN Retail
CLEC Trunking-Resale / BST Trunking-Retail
UNEs - Retail Analog (under development at this time)

MANTENANCE & REPAIR

Report/Measurement:
Out of Service (OOS) > 24 Hours
Definition:
For Out of Service Troubles (no dial tone, cannot be called or cannot call out) the percentage of troubles cleared in excess of 24 hours. (All design services are considered to be out of service.)
Exclusions:
• Trouble Reports canceled at the CLEC request • BST Trouble Reports associated with administrative service • Customer Provided Equipment (CPE) Troubles or CLEC Equipment Troubles.
Business Rules:
Customer Trouble reports that are out of service and cleared in excess of 24 hours. The clock begins when the trouble report is created in LMOS and the trouble is counted if the time exceeds 24 hours.
Calculation:
Out of Service (OOS) > 24 hours = (Total Troubles OOS > 24 Hours) / Total OOS Troubles in Reporting Period) X 100
Report Structure:
• CLEC Specific • BST Aggregate • CLEC Aggregate.
Level of Disaggregation:
ISDN Troubles included in Non Design – GA Only • Product Reporting Levels ➢ POTS Residence and Business ➢ Design ➢ PBX and CENTREX and ISDN ➢ UNE 2 Wire Loop (Design and Non – Design) ➢ UNE Loop Other (Design and Non – Design) ➢ UNE Other (Design and Non – Design) ➢ Switching, Local Transport and Combos (under development) ➢ Local Interconnection Trunks • Dispatch/No Dispatch categories applicable to all product levels • Geographic Scope ➢ State, Region and further geographic disaggregation as required by State Commission Order (e.g. Metropolitan Service Area - MSA)

DATA RETAINED RELATING TO CLEC EXPERIENCE	DATA RETAINED RELATING TO BST EXPERIENCE
• Report Month • Total Tickets • CLEC Company Name • Ticket Submission Date & Time (TICKET_ID) • Ticket Completion Date (CMPLTN_DT • Percentage of Customer Troubles out of Service > 24 Hours (OOS>24_FLAG) • Service type (CLASS_SVC_DESC) • Disposition and Cause (CAUSE_CD & CAUSE-DESC) • Geographic Scope NOTE: Code in parentheses is the corresponding header found in the raw data file.	• Report Month • Total Tickets • BST Company Code • Ticket Submission Date • Ticket Submission time • Ticket Completion Date • Ticket Completion Time • Percent of Customer Troubles out of Service > 24 Hours • Service type • Disposition and Cause (Non – Design/ Non-Special only) • Trouble Code (Design and Trunking Services) • Geographic Scope

MANTENANCE & REPAIR – (Out of Service (OOS) > 24 Hours – Continued)

Retail Analog/Benchmark:
• CLEC Residence-Resale / BST Residence- Retail • CLEC Business- Resale / BST Business-Retail • CLEC Design-Resale / BST Design-Retail • CLEC PBX, Centrex and ISDN Resale / BST PBX, Centrex and ISDN Retail • CLEC Trunking-Resale /BST Trunking- Retail • UNEs Retail Analog (under development at this time.)

MAINTENANCE & REPAIR

Report/Measurement:	
OSS Interface Availability	
Definition:	
The percentage of time the OSS Interface is functionally available compared to scheduled availability. Availability percentage for the CLEC and BST interface systems and for the legacy systems accessed by them are captured.	
Exclusions:	
None	
Business Rules:	
This measure is designed to compare the OSS availability versus scheduled availability of BST's legacy systems.	
Calculation:	
OSS Interface Availability = (Actual System Functional Availability) / (Actual planned System Availability) X 100	
Report Structure:	
• CLEC Aggregate • BST Aggregate • BST/CLEC	
Level of Disaggregation:	
Region	
DATA RETAINED RELATING TO CLEC EXPERIENCE	**DATA RETAINED RELATING TO BST EXPERIENCE**
• Availability of CLEC TAFI • Availability of LMOS HOST, MARCH and SOCS • CRIS, PREDICTOR, LNP, and OSPCM (under development at this time)	• Availability of BST TAFI • Availability of LMOS HOST, MARCH and SOCS
Retail Analog/Benchmark:	
Parity by design; Retail Analog	

MAINTENANCE & REPAIR

Report/Measurement:	
OSS Response Interval and Percentages	
Definition:	
The response intervals are determined by subtracting the time a request is received on the BST side of the interface until the response is received from the legacy system. Percentages of requests falling into each interval category are reported, along with the actual number of requests falling into those categories.	
Exclusions:	
Queries received during scheduled system maintenance time.	
Business Rules:	
This measure is designed to monitor the time required for the CLEC and BST interface system to obtain from BST's legacy systems the information required to handle maintenance and repair functions. The clock starts on the date and time when the request is received and the clock stops when the response has been transmitted through that same point to the requester.	
Calculation:	
OSS Response Interval = (Query Response Date and Time for Category "X") - (Query Request Date and Time for Category "X") / (Number of Queries Submitted in the Reporting Period) where, "X" is 0-4, > 4 to 10, > 10, > 30 seconds.	
Report Structure:	
• CLEC • BST Residence • BST Business (BST Total is under development at this time) by interface for each legacy system and function as appropriate.	
Level of Disaggregation:	
Region	
DATA RETAINED RELATING TO CLEC EXPERIENCE	DATA RETAINED RELATING TO BST EXPERIENCE
• CLEC Transaction Intervals	• BST Business and Residence transaction Intervals
Retail Analog/Benchmark:	
Retail Analog Audit Verification	

MAINTENANCE & REPAIR

Report/Measurement:	
Average Answer Time – Repair Centers	
Definition:	
This measure demonstrates an average response time for the CLEC representative to contact a BST representative. The average time a CLEC Rep is in queue waiting for the LCSC or UNE Center Rep to answer.	
Exclusions:	
None	
Business Rules:	
This measure is designed to measure the time required for CLEC & BST from the time of the ACD choice to the time of being answered. The clock starts when the CLEC Rep makes a choice to be put in queue for the next repair attendant and the clock stops when the repair attendant answers the call.	
Level of Disaggregation:	
Region. CLEC/BST Service Centers and BST Repair Centers are regional.	
Calculation:	
Average Answer Time for BST's Repair Centers = (Time BST Repair Attendant Answers Call) – (Time of entry into queue until ACD Selection) / (Total number of calls by reporting period)	
Report Structure:	
• CLEC Aggregate • BST/CLEC Aggregate	
DATA RETAINED RELATING TO CLEC EXPERIENCE	DATA RETAINED RELATING TO BST EXPERIENCE
• CLEC Average Answer Time	• BST Average Answer Time
Retail Analog/Benchmark:	
Retail Analog Audit Verification	

BILLING

Report/Measurement:	
Invoice Accuracy	
Definition:	
This measure provides the percentage accuracy of the billing invoices rendered to CLECs during the current month.	
Exclusions:	
• Adjustments not related to billing errors (e.g., credits for service outage, special promotion credits, adjustments to satisfy the customer).	
Business Rules:	
The accuracy of billing invoices delivered by BST to the CLEC must enable them to provide a degree of billing accuracy comparative to BST bills rendered to retail customers BST CLECs request adjustments on bills determined to be incorrect. The BellSouth Billing verification process includes manually analyzing a sample of local bills from each bill period. This bill verification process draws from a mix of different customer billing options and types of service. An end-to-end process is performed for new products and services. Internal measurements and controls are maintained on all billing processes.	
Calculation:	
Invoice Accuracy = (Total Billed Revenues during current month) - (Billing Related Adjustments during current month) / Total Billed Revenues during current month X 100	
Report Structure:	
• CLEC Specific • CLEC Aggregate • BST Aggregate	
Level of Disaggregation :	
• Product / Invoice Type ➢ Resale ➢ UNE ➢ Interconnection • Geographic Scope ➢ Region	
DATA RETAINED RELATING TO CLEC EXPERIENCE:	DATA RETAINED RELATING TO BST PERFORMANCE:
• Report Month • Invoice Type ➢ • Total Billed Revenue • Billing Related Adjustments	• Report Month • Invoice Type ➢ CRIS ➢ CABS • Total Billed Revenue • Billing Related Adjustments
Retail Analog/Benchmark	
Retail Analog	

BILLING

Report/Measurement:
Mean Time to Deliver Invoices
Definition:
This measure provides the mean interval for billing invoices
Exclusions:
Any invoices rejected due to formatting or content errors.
Business Rules:
Measures the mean interval for timeliness of billing records delivered to CLECs in an agreed upon format. CRIS-based invoices are measured in business days, and CABS-based invoices in calendar days.
Calculation:
Mean Time To Deliver Invoices = Σ [(Invoice Transmission Date)– (Close Date of Scheduled Bill Cycle)] / (Count of Invoices Transmitted in Reporting Period)
Report Structure:
• CLEC Specific • CLEC Aggregate • BST Aggregate
Level of Disaggregation:
• Product / Invoice Type ➢ Resale ➢ UNE ➢ Interconnection • Geographic Scope ➢ Region

DATA RETAINED RELATING TO CLEC EXPERIENCE:	DATA RETAINED RELATING TO BST PERFORMANCE:
• Report Month • Invoice Type ➢ • Invoice Transmission Count • Date of Scheduled Bill Close	• Report Month • Invoice Type ➢ CRIS ➢ CABS • Invoice Transmission Count • Date of Scheduled Bill Close

Retail Analog/Benchmark:
CRIS-based invoices will be released for delivery within six (6) business days CABS-based invoices will be released for delivery within eight (8) calendar days.

BILLING

Report/Measurement:	
Usage Data Delivery Accuracy	
Definition:	
This measurement captures the percentage of recorded usage and recorded usage data packets transmitted error free and in an agreed upon format to the appropriate CLEC, as well as a parity measurement against BST Data Packet Transmission.	
Exclusions:	
None	
Business Rules:	
The accuracy of usage records delivered by BST to the CLEC must provide CLECs with the opportunity to deliver bills at least as accurate as those delivered by BST.	
Calculations:	
Usage Data Delivery Accuracy = Σ [(Total number of usage data packs sent during current month) – (Total number of usage data packs requiring retransmission during current month)] / (Total number of usage data packs sent during current month) X 100	
Report Structure:	
• CLEC Specific • CLEC Aggregate • BST Aggregate	
Level of Disaggregation:	
• Product / Invoice Type ➢ Resale ➢ UNE ➢ Interconnection • Geographic Scope ➢ Region	
DATA RETAINED RELATING TO CLEC EXPERIENCE:	**DATA RETAINED RELATING TO BST PERFORMANCE:**
• Report Month • Record Type ➢ BellSouth Recorded ➢ Non BellSouth Recorded	• Report Month • Record Type
Retail Analog/Benchmark:	
Retail Analog	

BILLING

Report/Measurement:
Usage Data Delivery Completeness
Definition:
This measurement provides percentage of complete and accurately recorded usage data (usage recorded by BellSouth and usage recorded by other companies and sent to BST for biling) that is processed and transmitted to the CLEC within thirty (30) days of the message recording date. A parity measure is also provided showing completeness of BST messages processed and transmitted via CMDS. BellSouth delivers its own retail usage from recording location to billing location via CMDS as well as delivering billing data to other companies. Timeliness, Completeness and Mean Time to Deliver Usage measures are reported on the same report.
Exclusions:
None
Business Rules:
The purpose of these measurements is to demonstrate the level of quality of usage data delivered to the appropriate CLEC. Method of delivery is at the option of the CLEC.
Calculation:
Usage Data Delivery Completeness = Σ(Total number of Recorded usage records delivered during the current month that are within thirty (30) days of the message recording date) / Σ(Total number of Recorded usage records delivered during the current month) X 100
REPORT STRUCTURE
• CLEC Specific • CLEC Aggregate • BST Aggregate
Level of Disaggregation:
➢ • Geographic Scope ➢ Region

DATA RETAINED RELATING TO CLEC EXPERIENCE:	DATA RETAINED RELATING TO BST PERFORMANCE:
• Report Month • Record Type ➢ BellSouth Recorded ➢ Non BellSouth Recorded	• Report Monthly • Record Type
Retail Analog/Benchmark:	
Retail Analog	

BILLING

Report/Measurement:
Usage Data Delivery Timeliness
Definition:
This measurement provides percentage of recorded usage data (usage recorded by BST and usage recorded by other companies and sent to BST for billing) that is delivered to the appropriate CLEC within six (6) calendar days from the receipt of the initial recording. A parity measure is also provided showing timeliness of BST messages processed and transmitted via CMDS. Timeliness, Completeness and Mean Time to Deliver Usage measures are reported on the same report.
Exclusions:
None
Business Rules:
The purpose of this measurement is to demonstrate the level of timeliness for processing and transmission of usage data delivered to the appropriate CLEC. The usage data will be mechanically transmitted or mailed to the CLEC data processing center once daily. The Timeliness interval of usage recorded by other companies is measured from the date BST receives the records to the date BST distributes to the CLEC. Method of delivery is at the option of the CLEC.
Calculation:
Usage Data Delivery Timeliness = Σ (Total number of usage records sent within six (6) calendar days from initial recording/receipt) / Σ (Total number of usage records sent) X 100
Report Structure:
• CLEC Aggregate • CLEC Specific • BST Aggregate
Level of Disaggregation:
• • Geographic Scope ➢ Region

DATA RETAINED RELATING TO CLEC EXPERIENCE:	DATA RETAINED RELATING TO BST PERFORMANCE:
• Report Month • Record Type ➢ BellSouth Recorded ➢ Non-BellSouth Recorded	• Report Monthly • Record Type
Retail Analog/Benchmark:	
Retail Analog	

BILLING

Report/Measurement:	
Mean Time to Deliver Usage	
Definition:	
This measurement provides the average time it takes to deliver Usage Records to a CLEC. A parity measure is also provided showing timeliness of BST messages processed and transmitted via CMDS. Timeliness, Completeness and Mean Time to Deliver Usage measures are reported on the same report.	
Exclusions:	
None	
Business Rules:	
The purpose of this measurement is to demonstrate the average number of days it takes to deliver Usage data to the appropriate CLEC. Usage data is mechanically transmitted or mailed to the CLEC data processing center once daily. Method of delivery is at the option of the CLEC.	
Calculation:	
Mean Time to Deliver Usage = Σ (Record volume X estimated number of days to deliver the Usage Record) / total record volume	
Report Structure:	
• CLEC Aggregate • CLEC Specific • BST Aggregate	
Level of Disaggregation:	
• • Geographic Scope ➢ Region	
DATA RETAINED RELATING TO CLEC EXPERIENCE:	DATA RETAINED RELATING TO BST PERFORMANCE:
• Report Month • Record Type ➢ BellSouth Recorded ➢ Non-BellSouth Recorded	• Report Monthly • Record Type
Retail Analog/Benchmark:	
Retail Analog	

OPERATOR SERVICES AND DIRECTORY ASSISTANCE

Report/Measurement:
Speed to Answer Performance/Average Speed to Answer – Toll
Definition:
Measurement of the average time in seconds calls wait before answered by a toll operator.
Exclusions:
Calls abandoned by customers are not reflected in the average speed to answer but are reflected in the conversion tables where the percent answered within "X" seconds is determined.
Business Rules:
The call waiting measurement scan starts when the customer enters the queue and ends when a BST representative answers the call. The average speed to answer is determined by measuring and accumulating the seconds of wait time from the entry of a customer into the BST call management system queue until the customer is transferred to a BST representative. No distinction is made between CLEC customers and BST customers.
Calculation:
The Average Speed to Answer for toll is calculated by using data from monthly system measurement reports taken from the centralized call routing switches. The "total call waiting seconds" is a sub-component of this measure which BST systems calculate by monitoring the number of calls in queue throughout the day multiplied by the time (in seconds) between monitoring events. The "total calls served" is the other sub-component of this measure, which BST systems record as the total number of calls handled by Operator Services toll centers. Since calls abandoned are not reflected in the calculation, the percent answered within the required timeframe is determined by using conversion tables with input for the abandonment rate.
Report Structure:
Reported for the aggregate of BST and CLECs • State
Level of Disaggregation:
None
DATA RETAINED (ON AGGREGATE BASIS)
For the items below, BST's Performance Measurement Analysis Platform (PMAP) receives a final computation; therefore, no raw data file is available in PMAP. • Month • Call Type (Toll) • Average Speed of Answer
Retail Analog/Benchmark
Parity by Design

OPERATOR SERVICES AND DIRECTORY ASSISTANCE

Report/Measurement:
Speed to Answer Performance/Percent Answered within "X" Seconds – Toll
Definition:
Measurement of the percent of toll calls that are answered in less than "X" seconds. The number of seconds represented by "X" is thirty, except where a different regulatory benchmark has been set against the Average Speed to Answer by a State Commission.
Exclusions:
Calls abandoned by customers are not reflected in the average speed to answer but are reflected in the conversion tables where the percent answered within "X" seconds is determined.
Business Rules:
The call waiting measurement scan starts when the customer enters the queue and ends when a BST representative answers the call. The average speed to answer is determined by measuring and accumulating the seconds of wait time from the entry of a customer into the BST call management system queue until the customer is transferred to a BST representative. No distinction is made between CLEC customers and BST customers.
Calculation:
The Percent Answered within "X" Seconds measurement for toll is derived by using the BellCore Statistical Answer Conversion Tables, to convert the Average Speed to Answer measure into a percent of calls answered within "X" seconds. The BellCore Conversion Tables are specific to the defined parameters of work time, number of operators, max queue size and call abandonment rates.
Report Structure:
Reported for the aggregate of BST and CLECs • State
Level of Disaggregation:
None
DATA RETAINED (ON AGGREGATE BASIS)
For the items below, BST's Performance Measurement Analysis Platform (PMAP) receives a final computation; therefore, no raw data file is available in PMAP. • Month • Call Type (Toll) • Average Speed of Answer
Retail Analog/Benchmark
Parity by Design

OPERATOR SERVICES AND DIRECTORY ASSISTANCE

Report/Measurement:
Speed to Answer Performance/Average Speed to Answer - Directory Assistance (DA)
Definition:
Measurement of the average time in seconds calls wait before answer by a DA operator.
Exclusions:
Calls abandoned by customers are not reflected in the average speed to answer but are reflected in the conversion tables where the percent answered within "X" seconds is determined.
Business Rules:
The call waiting measurement scan starts when the customer enters the queue and ends when a BST representative answers the call. The average speed to answer is determined by measuring and accumulating the seconds of wait time from the entry of a customer into the BST call management system queue until the customer is transferred to a BST representative. No distinction is made between CLEC customers and BST customers.
Calculation:
The Average Speed to Answer for DA is calculated by using data from monthly system measurement reports taken from the centralized call routing switches. The "total call waiting seconds" is a sub-component of this measure which BST systems calculate by monitoring the number of calls in queue throughout the day multiplied by the time (in seconds) between monitoring events. The "total calls served" is the other sub-component of this measure, which BST systems record as the total number of calls handled by Operator Services DA centers. Since calls abandoned are not reflected in the calculation, the percent answered within the required timeframe is determined by using conversion tables with input for the abandonment rate.
Report Structure:
Reported for the aggregate of BST and CLECs • State
Level of Disaggregation:
None
DATA RETAINED (ON AGGREGATE BASIS)
For the items below, BST's Performance Measurement Analysis Platform (PMAP) receives a final computation; therefore, no raw data file is available in PMAP. • Month • Call Type (DA) • Average Speed of Answer
Retail Analog/Benchmark
Parity by Design

OPERATOR SERVICES AND DIRECTORY ASSISTANCE

Report/Measurement:
Speed to Answer Performance/Percent Answered within "X" Seconds – Directory Assistance (DA)
Definition:
Measurement of the percent of DA calls that are answered in less than "X" seconds. The number of seconds represented by "X" is twenty, except where a different regulatory benchmark has been set against the Average Speed to Answer by a State Commission.
Exclusions:
Calls abandoned by customers are not reflected in the average speed to answer but are reflected in the conversion tables where the percent answered within "X" seconds is determined.
Business Rules:
The call waiting measurement scan starts when the customer enters the queue and ends when a BST representative answers the call. The average speed to answer is determined by measuring and accumulating the seconds of wait time from the entry of a customer into the BST call management system queue until the customer is transferred to a BST representative. No distinction is made between CLEC customers and BST customers.
Calculation:
The Percent Answered within "X" Seconds measurement for DA is derived by using the BellCore Statistical Answer Conversion Tables, to convert the Average Speed to Answer measure into a percent of calls answered within "X" seconds. The BellCore Conversion Tables are specific to the defined parameters of work time, number of operators, max queue size and call abandonment rates.
Report Structure:
Reported for the aggregate of BST and CLECs • State
Level of Disaggregation:
None
DATA RETAINED (ON AGGREGATE BASIS)
For the items below, BST's Performance Measurement Analysis Platform (PMAP) receives a final computation; therefore, no raw data file is available in PMAP. • Month • Call Type (DA) • Average Speed of Answer
Retail Analog/Benchmark
Parity by Design

E911

Report/Measurement:
E911/Timeliness
Definition:
Measures the percentage of batch orders for E911 database updates (to CLEC resale and BST retail records) processed successfully within a 24-hour period.
Exclusions:
• Any resale order canceled by a CLEC • Facilities-based CLEC orders
Business Rules:
The 24-hour processing period is calculated based on the date and time processing starts on the batch orders and the date and time processing stops on the batch orders. Mechanical processing starts when SCC (BST's E911 vendor) receives E911 files containing batch orders extracted from BST's Service Order Communication System (SOCS). Processing stops when SCC loads the individual records to the E911 database. No distinctions are made between CLEC resale records and BST retail records.
Calculation:
E911 Timeliness = Σ (Number of batch orders processed within 24 hours ÷ Total number of batch orders submitted) X 100
Report Structure:
Reported for the aggregate of CLEC resale updates and BST retail updates • State • Region
Levels of Disaggregation:
None
DATA RETAINED
• Report month • Aggregate data
Retail Analog/Benchmark
Parity by Design

E911

Report/Measurement:
E911/Accuracy
Definition:
Measures the individual E911 telephone number (TN) record updates (to CLEC resale and BST retail records) processed successfully for E911 with no errors.
Exclusions:
• Any resale order canceled by a CLEC • Facilities-based CLEC orders
Business Rules:
Accuracy is based on the number of records processed without error at the conclusion of the processing cycle. Mechanical processing starts when SCC (BST's E911 vendor) receives E911 files containing telephone number (TN) records extracted from BST's Service Order Communication System (SOCS). No distinctions are made between CLEC resale records and BST retail records.
Calculation:
E911 Accuracy = Σ(Number of record individual updates processed with no errors ÷ Total number of individual record updates) X 100
Report Structure:
Reported for the aggregate of CLEC resale updates and BST retail updates • State • Region
Level of Disaggregation:
None
DATA RETAINED
• Report month • Aggregate data
Retail Analog/Benchmark
Parity by Design

E911

Report/Measurement:
E911/Mean Interval
Definition:
Measures the mean interval processing of E911 batch orders (to update CLEC resale and BST retail records).
Exclusions:
• Any resale order canceled by a CLEC • Facilities-based CLEC orders
Business Rules:
The processing period is calculated based on the date and time processing starts on the batch orders and the date and time processing stops on the batch orders. Data is posted in 4-hour increments up to and beyond 24 hours. No distinctions are made between CLEC resale records and BST retail records.
Calculation:
E911 Mean Interval = (Date and time of batch order completion - Date and time of batch order submission) ÷ (Number of batch orders completed)
Report Structure:
Reported for the aggregate of CLEC resale updates and BST retail updates • State • Region
Level of Disaggregation:
None
DATA RETAINED (ON AGGREGATE BASIS)
• Report month • Aggregate data
Retail Analog/Benchmark
Parity by Design

Trunk Group Performance

Report/Measurement:
Trunk Group Service Report
Definition:
A report of the percent blocking above the Measured Blocking Threshold (MBT) on all final trunk groups between CLEC Points of Termination and BST end offices or tandems.
Exclusions:
• Trunk groups for which valid traffic data is not available • High use trunk groups
Business Rules:
Traffic trunking data measurements are validated and processed by the Total Network Data System/Trunking (TNDS/TK), a Telcordia (BellCore) supported application, on an hourly basis for Average Business Days (Monday through Friday). The traffic load sets, including offered load and observed blocking ratio (calls blocked divided by calls attempted), are averaged for a 20 day period, and the busy hour is selected. The busy hour average data for each trunk group is captured for reporting purposes. Although all trunk groups are available for reporting, the report highlight those trunk groups with blocking greater than the Measured Blocking Threshold (MBT) and the number of consecutive monthly reports that the trunk group blocking has exceeded the MBT. The MBT for CTTG is 2% and the MBT for all other trunk groups is 3%.
Calculation:
Measured blocking = (Total number of blocked calls) / (Total number of attempted calls) X 100
Report Structure:
• BST Aggregate ➢ CTTG ➢ Local • CLEC Aggregate ➢ BST Administered CLEC Trunk ➢ CLEC Administered CLEC Trunk • CLEC Specific ➢ BST Administered CLEC Trunk ➢ CLEC Administered CLEC Trunk
Level of Disaggregation:
State

DATA RETAINED RELATING TO CLEC EXPERIENCE	DATA RETAINED RELATING TO BST EXPERIENCE
• Report month • Total trunk groups • Total trunk groups for which data is available • Trunk groups with blocking greater than the MBT • Percent of trunk groups with blocking greater than the MBT	• Report month • Total trunk groups • Total trunk groups for which data is available • Trunk groups with blocking greater than the MBT • Percent of trunk groups with blocking greater than the MBT
Retail Analog/Benchmark:	
Retail Analog	

TRUNK GROUP PERFORMANCE

Report/Measurement:

Trunk Group Service Detail

Definition:

A detailed list of all final trunk groups between CLEC Points of Presence and BST end offices or tandems, and the actual blocking performance when the blocking exceeds the Measured Blocking Threshold (MBT) for the trunk groups.

Exclusions:

- Trunk groups for which valid traffic data is not available
- High use trunk groups

Business Rules:

Traffic trunking data measurements are validated and processed by the Total Network Data System/Trunking (TNDS/TK), a Telcordia (Bellcore) supported application, on an hourly basis for Average Business Days (Monday through Friday). The traffic load sets, including offered load and observed blocking ratio (calls blocked divided by calls attempted), are averaged for a 20 day period, and the busy hour is selected. The busy hour average data for each trunk group is captured for reporting purposes. Although all trunk groups are available for reporting, the report highlight those trunk groups with blocking greater than the Measured Blocking Threshold (MBT) and the number of consecutive monthly reports that the trunk group blocking has exceeded the MBT. The MBT for CTTG is 2% and the MBT for all other trunk groups is 3%.

Calculation:

Measured Blocking = (Total number of blocked calls) / (Total number of attempted calls) X 100

Report Structure:

• BST Specific ➢ Traffic Identity ➢ TGSN ➢ Tandem ➢ End Office ➢ Description ➢ Observed Blocking ➢ Busy Hour ➢ Number Trunks ➢ Valid study days ➢ Number reports ➢ Remarks	• CLEC Specific ➢ Traffic Identity ➢ TGSN ➢ Tandem ➢ CLEC POT ➢ Description ➢ Observed Blocking ➢ Busy Hour ➢ Number Trunks ➢ Valid study days ➢ Number reports ➢ Remarks

Level of Disaggregation:

State

DATA RETAINED RELATING TO CLEC EXPERIENCE	DATA RETAINED RELATING TO BST EXPERIENCE
• Report month • Total trunk groups • Total trunk groups for which data is available • Trunk groups with blocking greater than the MBT • Percent of trunk groups with blocking greater than the MBT • Traffic identity, TGSN, end points, description, busy hour, valid study days, number reports	• Report month • Total trunk groups • Total trunk groups for which data is available • Trunk groups with blocking greater than the MBT • Percent of trunk groups with blocking greater than the MBT • Traffic identity, TGSN, end points, description, busy hour, valid study days, number reports

Retail Analog/Benchmark:

Retail Analog

COLLOCATION

Report/Measurement:
Collocation/Average Response Time
Definition:
Measures the average time (counted in business days) from the receipt of a complete and accurate collocation application (including receipt of application fees) to the date BellSouth responds in writing.
Exclusions:
• Requests to augment previously completed arrangements • Any application cancelled by the CLEC
Business Rules:
The clock starts on the date that BST receives a complete and accurate collocation application accompanied by the appropriate application fee. The clock stops on the date that BST returns a response. The clock will restart upon receipt of changes to the original application request.
Calculation:
Average Response Time = Σ(Request Response Date) - (Request Submission Date) / Count of Responses Returned within Reporting Period.
Report Structure:
• Individual CLEC (alias) aggregate • Aggregate of all CLECs
Level of Disaggregation:
• State, Region and further geographic disaggregation as required by State Commission Order • Virtual • Physical
DATA RETAINED:
• Report period • Aggregate data
Retail Analog/Benchmark:
Under development

COLLOCATION

Report/Measurement:
Collocation/Average Arrangement Time
Definition:
Measures the average time (counted in business days) from the receipt of a complete and accurate Bona Fide firm order (including receipt of appropriate fee) to the date BST completes the collocation arrangement.
Exclusions:
• Any Bona Fide firm order cancelled by the CLEC • Bona Fide firm orders to augment previously completed arrangements • Time for BST to obtain permits • Time during which the collocation contract is being negotiated
Business Rules:
The clock starts on the date that BST receives a complete and accurate Bona Fide firm order accompanied by the appropriate fee. The clock stops upon submission of the permit request and restarts upon receipt of the approved permit. Changes (affecting the provisioning interval or capital expenditures) that are submitted while provisioning is in progress may alter the completion date. The clock stops on the date that BST completes the collocation arrangement.
Calculation:
Average Arrangement Time = Σ(Date Collocation Arrangement is Complete) – (Date Order for Collocation Arrangement Submitted) / Total Number of Collocation Arrangements Completed during Reporting Period.
Report Structure:
• Individual CLEC (alias) aggregate • Aggregate of all CLECs
Level of Disaggregation:
• State, Region and further geographic disaggregation as required by State Commission Order • Virtual • Physical
DATA RETAINED:
• Report period • Aggregate data
Retail Analog/Benchmark:
Under development

COLLOCATION

Report/Measurement:
Collocation/Percent of Due Dates Missed
Definition:
Measures the percent of missed due dates for collocation arrangements.
Exclusions:
• Any Bona Fide firm order cancelled by the CLEC • Bona Fide firm orders to augment previously completed arrangements • Time for BST to obtain permits • Time during which the collocation contract is being negotiated
Business Rules:
The clock starts on the date that BST receives a complete and accurate Bona Fide firm order accompanied by the appropriate fee. The clock stops on the date that BST completes the collocation arrangement.
Calculation:
% of Due Dates Missed = Σ (Number of Orders not completed w/i ILEC Committed Due Date during Reporting Period) / Number of Orders Completed in Reporting Period) X 100
Report Structure:
• Individual CLEC (alias) aggregate • Aggregate of all CLECs
Level of Disaggregation:
• State, Region and further geographic disaggregation as required by State Commission Order • Virtual • Physical
DATA RETAINED:
• Report period • Aggregate data
Retail Analog/Benchmark:
Under development

Appendix A: Reporting Scope*

Standard Service Groupings	*Pre-Order, Ordering* • Resale Residence • Resale Business • Resale Special • Local Interconnection Trunks • UNE • UNE - Loops w/LNP *Provisioning* • UNE Non-Design • UNE Design • UNE Loops w/LNP • Local Interconnection Trunks • Resale Residence • Resale Business • Resale Design • BST Trunks • BST Residence Retail • BST Business Retail *Maintenance and Repair* • Local Interconnection Trunks • UNE Non-Design • UNE Design • Resale Residence • Resale Business • BST Interconnection Trunks • BST Residence Retail • BST Business Retail Local Interconnection Trunk Group Blockage • BST CTTG Trunk Groups • CLEC Trunk Groups

Appendix A: Reporting Scope

Standard Service Order Activities *These are the generic BST/CLEC service order activities which are included in the Pre-Ordering, Ordering, and Provisioning sections of this document. It is not meant to indicate specific reporting categories.*	• New Service Installations • Service Migrations Without Changes • Service Migrations With Changes • Move and Change Activities • Service Disconnects (Unless noted otherwise)
Pre-Ordering Query Types: Maintenance Query Types:	• Address • Telephone Number • Appointment Scheduling • Customer Service Record • Feature Availability
Report Levels	• CLEC RESH • CLEC MSA • CLEC State • CLEC Region • Aggregate CLEC State • Aggregate CLEC Region • BST State • BST Region

*** Scope is report, data source and system dependent, and, therefore, will differ with each report.**

Appendix B: Glossary of Acronyms and Terms

A	ACD	Automatic Call Distributor - A service that provides status monitoring of agents in a call center and routes high volume incoming telephone calls to available agents while collecting management information on both callers and attendants.
	AGGREGATE	Sum total of all items in like category, e.g. CLEC aggregate equals the sum total of all CLECs' data for a given reporting level.
	ASR	Access Service Request - A request for access service terminating delivery of carrier traffic into a Local Exchange Carrier's network.
	ATLAS	Application for Telephone Number Load Administration System - The BellSouth Operations System used to administer the pool of available telephone numbers and to reserve selected numbers from the pool for use on pending service requests/service orders.
	ATLASTN	ATLAS software contract for Telephone Number
	AUTO CLARIFICATION	The number of LSRs that were electronically rejected from LESOG and electronically returned to the CLEC for correction.
B	BILLING	The process and functions by which billing data is collected and by which account information is processed in order to render accurate and timely billing.
	BOCRIS	Business Office Customer Record Information System - A front-end presentation manager used by BellSouth organizations to access the CRIS database.
	BRC	Business Repair Center – The BellSouth Business Systems trouble receipt center which serves large business and CLEC customers.
	BST	BellSouth Telecommunications, Inc.
C	CKTID	A unique identifier for elements combined in a service configuration
	CLEC	Competitive Local Exchange Carrier
	CMDS	Centralized Message Distribution System - BellCore administered national system used to transfer specially formatted messages among companies.
	COFFI	Central Office Feature File Interface - A BellSouth Operations System database which maintains Universal Service Order Code (USOC) information based on current tariffs.

Appendix B: Glossary of Acronyms and Terms - Continued

C	COFIUSOC	COFFI software contract for feature/service information
	CRIS	Customer Record Information System - The BellSouth proprietary corporate database and billing system for non-access customers and services.
	CRSACCTS	CRIS software contract for CSR information
	CSR	Customer Service Record
	CTTG	Common Transport Trunk Group - Final trunk groups between BST & Independent end offices and the BST access tandems.
D	DESIGN	Design Service is defined as any Special or Plain Old Telephone Service Order which requires BellSouth Design Engineering Activities
	DISPOSITION & CAUSE	Types of trouble conditions, e.g. No Trouble Found, Central Office Equipment, Customer Premises Equipment, etc.
	DLETH	Display Lengthy Trouble History - A history report that gives all activity on a line record for trouble reports in LMOS
	DLR	Detail Line Record - All the basic information maintained on a line record in LMOS, e.g. name, address, facilities, features etc.
	DOE	Direct Order Entry System - An internal BellSouth service order entry system used by BellSouth Service Representatives to input business service orders in BellSouth format.
	DSAP	DOE (Direct Order Entry) Support Application - The BellSouth Operations System which assists a Service Representative or similar carrier agent in negotiating service provisioning commitments for non-designed services and UNEs.
	DSAPDDI	DSAP software contract for schedule information
	E911	Provides callers access to the applicable emergency services bureau by dialing a 3-digit universal telephone number.
	EDI	Electronic Data Interchange - The computer-to-computer exchange of inter and/or intra company business documents in a public standard format.
F	FATAL REJECT	The number of LSRs that were electronically rejected from LEO, which checks to see of the LSR has all the required fields correctly populated
	FLOW-THROUGH	In the context of this document, LSRs submitted electronically via the CLEC mechanized ordering process that flow through to the BST OSS without manual or human intervention.
	FOC	Firm Order Confirmation - A notification returned to the CLEC confirming that the LSR has been received and accepted, including the specified commitment date.

Appendix B: Glossary of Acronyms and Terms - Continued

G		
H	HAL	"Hands Off" Assignment Logic - Front end access and error resolution logic used in interfacing BellSouth Operations Systems such as ATLAS, BOCRIS, LMOS, PSIMS, RSAG and SOCS.
	HALCRIS	HAL software contract for CSR information
I	ISDN	Integrated Services Digital Network
K		
L	LCSC	Local Carrier Service Center - The BellSouth center which is dedicated to handling CLEC LSRs, ASRs, and Preordering transactions along with associated expedite requests and escalations.
	LEGACY SYSTEM	Term used to refer to BellSouth Operations Support Systems (see OSS)
	LENS	Local Exchange Negotiation System - The BellSouth LAN/web server/OS application developed to provide both preordering and ordering electronic interface functions for CLECs.
	LEO	Local Exchange Ordering - A BellSouth system which accepts the output of EDI, applies edit and formatting checks, and reformats the Local Service Requests in BellSouth Service Order format.
	LESOG	Local Exchange Service Order Generator - A BellSouth system which accepts the service order output of LEO and enters the Service Order into the Service Order Control System using terminal emulation technology.
	LMOS	Loop Maintenance Operations System - A BellSouth Operations System that stores the assignment and selected account information for use by downstream OSS and BellSouth personnel during provisioning and maintenance activities.
	LMOS HOST	LMOS host computer
	LMOSupd	LMOS updates
	LNP	Local Number Portability - In the context of this document, the capability for a subscriber to retain his current telephone number as he transfers to a different local service provider.
	LOOPS	Transmission paths from the central office to the customer premises.
	LSR	Local Service Request – A request for local resale service or unbundled network elements from a CLEC.
M	MAINTENANCE & REPAIR	The process and function by which trouble reports are passed to BellSouth and by which the related service problems are resolved.
	MARCH	A BellSouth Operations System which accepts service orders, interprets the coding contained in the service order image, and constructs the specific switching system Recent Change command messages for input

		into end office switches.

Appendix B: Glossary of Acronyms and Terms - Continued

N	NC	"No Circuits" - All circuits busy announcement
O	OASIS	Obtain Availability Services Information System - A BellSouth front-end processor, which acts as an interface between COFFI and RNS. This system takes the USOCs in COFFI and translates them to English for display in RNS.
	OASISBSN	
	OASISCAR	OASIS software contract for feature/service
	OASISLPC	OASIS software contract for feature/service
	OASISMTN	OASIS software contract for feature/service
	OASISNET	OASIS software contract for feature/service
	OASISOCP	OASIS software contract for feature/service
		OASIS software contract for feature/service
	ORDERING	The process and functions by which resale services or unbundled network elements are ordered from BellSouth as well as the process by which an LSR or ASR is placed with BellSouth.
	OSPCM	Outside Plant Contract Management System - Provides Scheduling Information.
	OSS	Operations Support System - A support system or database which is used to mechanize the flow or performance of work. The term is used to refer to the overall system consisting of hardware complex, computer operating system(s), and application which is used to provide the support functions.
	OUT OF SERVICE	Customer has no dial tone and cannot call out.
P	POTS	Plain Old Telephone Service
	PREDICTOR	The BellSouth Operations system which is used to administer proactive maintenance and rehabilitation activities on outside plant facilities, provide access to selected work groups (e.g. RRC & BRC) to Mechanized Loop Testing and switching system I/O ports, and provide certain information regarding the attributes and capabilities of outside plant facilities.
	PREORDERING	The process and functions by which vital information is obtained, verified, or validated prior to placing a service request.
	PROVISIONING	The process and functions by which necessary work is performed to activate a service requested via an LSR or ASR and to initiate the proper billing and accounting functions.
	PSIMS	Product/Service Inventory Management System - A BellSouth database Operations System which contains availability information on switching system features and capabilities and on BellSouth service availability. This database is used to verify the availability of a feature or service in an NXX prior to making a commitment to the customer.
	PSIMSORB	PSIMS software contract for feature/service

Appendix B: Glossary of Acronyms and Terms – Continued

Q		
R	RNS	Regional Negotiation System - An internal BellSouth service order entry system used by BellSouth Consumer Services to input service orders in BellSouth format.
	RRC	Residence Repair Center - The BellSouth Consumer Services trouble receipt center which serves residential customers.
	RSAG	Regional Street Address Guide - The BellSouth database, which contains street addresses validated to be accurate with state and local governments.
	RSAGADDR	RSAG software contract for address search
	RSAGTN	RSAG software contract for telephone number search
S	SOCS	Service Order Control System - The BellSouth Operations System which routes service order images among BellSouth drop points and BellSouth Operations Systems during the service provisioning process.
	SOIR	Service Order Interface Record - any change effecting activity to a customer account by service order that impacts 911/E911.
T	TAFI	Trouble Analysis Facilitation Interface - The BellSouth Operations System that supports trouble receipt center personnel in taking and handling customer trouble reports.
	TAG	Telecommunications Access Gateway – TAG was designed to provide an electronic interface, or machine-to-machine interface for the bi-directional flow of information between BellSouth's OSSs and participating CLECs.
	TN	Telephone Number
	TOTAL MANUAL FALLOUT	The number of LSRs which are entered electronically but require manual entering into a service order generator.
U	UNE	Unbundled Network Element
V		
W	WTN	A unique identifier for elements combined in a service configuration
X		
Y		
Z		
Σ		Sum of:

Appendix C: BELLSOUTH'S AUDIT POLICY

BELLSOUTH'S AUDIT POLICY:

BellSouth currently provides many CLECs with audit rights as a part of their individual interconnection agreements. However, it is not reasonable for BellSouth to undergo an audit for every CLEC with which it has a contract. As of June 1999, that would equate to over 732 audits per year and that number is continually growing. BellSouth developed a proposed Audit Plan for use by the parties to an audit If requested by a Public Service Commission, BellSouth will agree to undergo a comprehensive audit of the aggregate level reports for both BellSouth and the CLECs for each of the next five (5) years (2001-2005), to be conducted by an independent third party. The results of that audit will be made available to all the parties subject to proper safeguards to protect proprietary information. This aggregate level audit includes the following specifications:

1.The cost shall be borne 50% by BellSouth and 50% by the CLECs.

2. The independent third party auditor shall be selected with input from BellSouth, the PSC, if applicable, and the CLEC(s).

3. BellSouth, the PSC and the CLECs shall jointly determine the scope of the audit.

BellSouth reserves the right to make changes to this audit policy as growth and changes in the industry dictate.

EXHIBIT B

VSEEMIII TIER-1 SUBMETRICS

- FOC Timeliness (Mechanized only)
- Reject Interval (Mechanized only)
- Order Completion Interval (Dispatch only) – Resale POTS
- Order Completion Interval (Dispatch only) – Resale Design
- Order Completion Interval (No Dispatch only) – UNE Loop and Port Combos
- Order Completion Interval ('w' code orders, Dispatch only) – UNE Loops
- Order Completion Interval (Dispatch only) – IC Trunks
- Percent Missed Installation Appointments – Resale POTS
- Percent Missed Installation Appointments – Resale Design
- Percent Missed Installation Appointments – UNE Loop and Port Combos
- Percent Missed Installation Appointments – UNE Loops
- Percent Provisioning Troubles within 4 Days - Resale POTS
- Percent Provisioning Troubles within 4 Days - Resale Design
- Percent Provisioning Troubles within 4 Days - UNE Loop and Port Combos
- Percent Provisioning Troubles within 4 Days - UNE Loops
- Customer Trouble Report Rate – Resale POTS
- Customer Trouble Report Rate – Resale Design
- Customer Trouble Report Rate - UNE Loop and Port Combos
- Customer Trouble Report Rate - UNE Loops
- Percent Missed Repair Appointments – Resale POTS
- Percent Missed Repair Appointments - Resale Design
- Percent Missed Repair Appointments - UNE Loop and Port Combos
- Percent Missed Repair Appointments - UNE Loops
- Maintenance Average Duration – Resale POTS
- Maintenance Average Duration – Resale Design
- Maintenance Average Duration - UNE Loop and Port Combos
- Maintenance Average Duration - UNE Loops
- Maintenance Average Duration – IC Trunks
- Percent Repeat Troubles within 30 Days – Resale POTS
- Percent Repeat Troubles within 30 Days – Resale Design
- Percent Repeat Troubles within 30 Days - UNE Loop and Port Combos
- Percent Repeat Troubles within 30 Days - UNE Loops
- Percent Trunk Blockage
- LNP Disconnect Timeliness
- LNP Percent Missed Installation Appointment

- Coordinated Customer Conversions for UNE Loops
- Coordinated Customer Conversions for LNP
  - Percent Missed Collocation Due Dates

VSEEMIII TIER-2 SUBMETRICS

- Percent Response Received within "X" seconds – Pre-Order OSS
- OSS Interface Availability
- Order Process Percent Flow-Through (Mechanized only)
- Order Completion Interval (Dispatch only) – Resale POTS
- Order Completion Interval (Dispatch only) – Resale Design
- Order Completion Interval (No Dispatch only) – UNE Loop and Port Combos
- Order Completion Interval ('w' code orders, Dispatch only) – UNE Loops
- Order Completion Interval (Dispatch only) – IC Trunks
- Percent Missed Installation Appointments – Resale POTS
- Percent Missed Installation Appointments – Resale Design
- Percent Missed Installation Appointments – UNE Loop and Port Combos
- Percent Missed Installation Appointments – UNE Loops
- Percent Provisioning Troubles within 4 Days - Resale POTS
- Percent Provisioning Troubles within 4 Days - Resale Design
- Percent Provisioning Troubles within 4 Days - UNE Loop and Port Combos
- Percent Provisioning Troubles within 4 Days - UNE Loops
- Customer Trouble Report Rate – Resale POTS
- Customer Trouble Report Rate – Resale Design
- Customer Trouble Report Rate - UNE Loop and Port Combos
- Customer Trouble Report Rate - UNE Loops
- Percent Missed Repair Appointments – Resale POTS
- Percent Missed Repair Appointments - Resale Design
- Percent Missed Repair Appointments - UNE Loop and Port Combos
- Percent Missed Repair Appointments - UNE Loops
- Maintenance Average Duration – Resale POTS
- Maintenance Average Duration – Resale Design
- Maintenance Average Duration - UNE Loop and Port Combos
- Maintenance Average Duration - UNE Loops
- Maintenance Average Duration – IC Trunks
- Percent Repeat Troubles within 30 Days – Resale POTS
- Percent Repeat Troubles within 30 Days – Resale Design
- Percent Repeat Troubles within 30 Days - UNE Loop and Port Combos
- Percent Repeat Troubles within 30 Days - UNE Loops
- Billing Timeliness
- Billing Accuracy
- Usage Data Delivery Timeliness
- Usage Data Delivery Accuracy
- Percent Trunk Blockage
- LNP Disconnect Timeliness
- LNP Percent Missed Installation Appointment

- Coordinated Customer Conversions for UNE Loops
- Coordinated Customer Conversions for LNP
  - Percent Missed Collocation Due Dates

VSEEMIII TIER-3 SUBMETRICS

- Percent Missed Installation Appointments – Resale POTS
- Percent Missed Installation Appointments – Resale Design
- Percent Missed Installation Appointments – UNE Loop and Port Combos
- Percent Missed Installation Appointments – UNE Loops
- Percent Missed Repair Appointments – Resale POTS
- Percent Missed Repair Appointments - Resale Design
- Percent Missed Repair Appointments - UNE Loop and Port Combos
- Percent Missed Repair Appointments - UNE Loops
- Billing Timeliness
- Billing Accuracy
- Percent Trunk Blockage
- Percent Missed Collocation Due Dates

VSEEM III	MEASURES AND SUB-METRICS	Retail Analogue Resale (x) and UNEs	Bench mark
Pre-Ordering	Percent Response Received within "X" seconds	Retail Analogue + 4 sec	
	OSS Interface Availability	x	
Ordering	Percent Flow-Through Service Request (Fully Mechanized only)		90%
	Firm Order Confirmation Timeliness (Mechanized only)		95% < hrs
	Reject Interval (Mechanized only)		95% < hrs
Provisioning	Order Completion Interval (Dispatch only) – Resale POTS	x	
	Order Completion Interval (Dispatch only) – Resale Design	x	
	Order Completion Interval (No Dispatch only) – UNE Loop & Port Combos	Retail Residence and Business	
	Order Completion Interval (Dispatch only) – UNE Loops	Design: Retail Design Dispatch 'w' Orders Non-Design: Retail Res, Bus Dispatch 'w' Orders	
	Order Completion Interval (Dispatch only) – IC Trunks	x	
	Percent Missed Installation Appointments – Resale POTS	x	
	Percent Missed Installation Appointments – Resale Design	x	
	Percent Missed Installation Appointments – UNE Loop and Port Combos	Retail Residence and Business	
	Percent Missed Installation Appointments – UNE Loops	Design: Retail Design [1] Non-Design: Retail Res, Bus [1]	
	Percent Provisioning Troubles within 4 Days - Resale POTS	x	
	Percent Provisioning Troubles within 4 Days - Resale Design	x	
	Percent Provisioning Troubles within 4 Days - UNE Loop and Port Combos	Retail Residence and Business	
	Percent Provisioning Troubles within 4 Days - UNE Loops	Design: Retail Design [1] Non-Design: Retail Res, Bus [1]	
Maintenance	Customer Trouble Report Rate – Resale POTS	x	
	Customer Trouble Report Rate – Resale Design	x	
	Customer Trouble Report Rate - UNE Loop and Port Combos	Retail Residence and Business	
	Customer Trouble Report Rate - UNE Loops	Design: Retail Design [1] Non-Design: Retail Res, Bus [1]	
	Percent Missed Repair Appointments – Resale POTS	x	
	Percent Missed Repair Appointments - Resale Design	x	
	Percent Missed Repair Appointments - UNE Loop and Port Combos	Retail Residence and Business	

	Percent Missed Repair Appointments - UNE Loops	Design: Retail Design [1] Non-Design: Retail Res, Bus [1]

NOTES: [1] The retail analog for UNE Non-Design is the average of all retail residence and retail business transactions for the particular month. The retail analog for UNE Design is calculated similarly using retail residence, business and design results.
[2] UD = Under Development

Maintenance Continued	Maintenance Average Duration – Resale POTS	x	
	Maintenance Average Duration – Resale Design	x	
	Maintenance Average Duration - UNE Loop and Port Combos	Retail Residence and Business	
	Maintenance Average Duration - UNE Loops	Design: Retail Design [1] Non-Design: Retail Res, Bus [1]	
	Maintenance Average Duration – IC Trunks	x	
	Percent Repeat Troubles within 30 Days – Resale POTS	x	
	Percent Repeat Troubles within 30 Days – Resale Design	x	
	Percent Repeat Troubles within 30 Days - UNE Loop and Port Combos	Retail Residence and Business	
	Percent Repeat Troubles within 30 Days - UNE Loops	Design: Retail Design [1] Non-Design: Retail Res, Bus [1]	
Billing	Invoice Accuracy	x	
	Mean Time To Deliver Invoices	x	
	Usage Data Delivery Accuracy	x	
	Usage Data Delivery Timeliness	x	
Trunk Blockage	Trunk Group Service Report (Percent Trunk Blockage)	x	
LNP	Average Disconnect Timeliness Interval		UD [2]
	Percent Missed Installation Appointments		UD [2]
CC Conversions	Coordinated Customer Conversions – UNE Loop		95% < 15min
	Coordinated Customer Conversions – LNP		95% < 15 min
Collocation	% of Due Dates Missed		< 10%

NOTES: [1] The retail analog for UNE Non-Design is the average of all retail residence and retail business transactions for the particular month. The retail analog for UNE Design is calculated similarly using retail residence, business and design results.
[2] UD = Under Development

EXHIBIT C

Statistical Methods for BellSouth Performance Measure Analysis

I. Necessary Properties for a Test Methodology

The statistical process for testing if competing local exchange carriers (CLECs) customers are being treat equally with BellSouth (BST) customers involves more than just a mathematical formula. Three key elements need to be considered before an appropriate decision process can be developed. These are

- the type of data,
- the type of comparison, and
- the type of performance measure.

Once these elements are determined a test methodology should be developed that complies with the following properties.

- Like-to-Like Comparisons. When possible, data should be compared at appropriate levels, e.g. wire center, time of month, dispatched, residential, new orders. The testing process should:
  - Identify variables that may affect the performance measure.
  - Record these important confounding covariates.
  - Adjust for the observed covariates in order to remove potential biases and to make the CLEC and the ILEC units as comparable as possible.
- Aggregate Level Test Statistic. Each performance measure of interest should be summarized by one overall test statistic giving the decision maker a rule that determines whether a statistically significant difference exists. The test statistic should have the following properties.
  - The method should provide a single overall index, on a standard scale.
  - If entries in comparison cells are exactly proportional over a covariate, the aggregated index should be very nearly the same as if comparisons on the covariate had not been done.
  - The contribution of each comparison cell should depend on the number of observations in the cell.
  - Cancellation between comparison cells should be limited.
  - The index should be a continuous function of the observations.
- Production Mode Process. The decision system must be developed so that it does not require intermediate manual intervention, i.e. the process must be a "black box."
  - Calculations are well defined for possible eventualities.
  - The decision process is an algorithm that needs no manual intervention.
  - Results should be arrived at in a timely manner.
  - The system must recognize that resources are needed for other performance measure-related processes that also must be run in a timely manner.

  - The system should be auditable, and adjustable over time.

- Balancing. The testing methodology should balance Type I and Type II Error probabilities.
  - P(Type I Error) = P(Type II Error) for well defined null and alternative hypotheses.
  - The formula for a test's balancing critical value should be simple enough to calculate using standard mathematical functions, i.e. one should avoid methods that require computationally intensive techniques.
  - Little to no information beyond the null hypothesis, the alternative hypothesis, and the number of observations should be required for calculating the balancing critical value.

In the following sections we describe appropriate testing processes that adhere as much as possible to the testing principles.

Measurement Types

The performance measures that will undergo testing are of three types:

1) means
2) proportions, and
3) rates

While all three have similar characteristics (a proportion is the average of a measure that takes on only the values of 0 or 1), a proportion or rate is derived from count data while a mean is generally an average of interval measurements.

II. Testing Methodology – The Truncated Z

Many covariates are chosen in order to provide deep comparison levels. In each comparison cell, a Z statistic is calculated. The form of the Z statistic may vary depending on the performance measure, but it should be distributed approximately as a standard normal, with mean zero and variance equal to one. Assuming that the test statistic is derived so that it is negative when the performance for the CLEC is worse than for the ILEC, a positive truncation is done – i.e. if the result is negative it is left alone, if the result is positive it is changed to zero. A weighted average of the truncated statistics is calculated where a cell weight depends on the volume of BST and CLEC orders in the cell. The weighted average is re-centered by the theoretical mean of a truncated distribution, and this is divided by the standard error of the weighted average. The standard error is computed assuming a fixed effects model.

Proportion Measures

- For performance measures that are calculated as a proportion, in each adjustment cell, the truncated Z and the moments for the truncated Z can be calculated in a direct manner. In adjustment cells where proportions are not close to zero or one, and where the sample sizes are reasonably large, a normal approximation can be used. In this case, the moments for the truncated Z come directly from properties of the standard normal distribution. If the normal approximation is not appropriate, then the Z statistic

is calculated from the hypergeometric distribution. In this case, the moments of the truncated Z are calculated exactly using the hypergeometric probabilities.

Rate Measures

The truncated Z methodology for rate measures has the same general structure for calculating the Z in each cell as proportion measures. For a rate measure, there are a fixed number of circuits or units for the CLEC, n_{2j} and a fixed number of units for BST, n_{1j}. Suppose that the performance measure is a "trouble rate." The modeling assumption is that the occurrence of a trouble is independent between units and the number of troubles in n circuits follows a Poisson distribution with mean $\lambda \cdot n$ where λ is the probability of a trouble in 1 circuit and n is the number of circuits.

In an adjustment cell, if the number of CLEC troubles is greater than 15 and the number of BST troubles is greater than 15, then the Z test is calculated using the normal approximation to the Poisson. In this case, the moments of the truncated Z come directly from properties of the standard normal distribution. Otherwise, if there are very few troubles, the number of CLEC troubles can be modeled using a binomial distribution with n equal to the total number of troubles (CLEC plus BST troubles.) In this case, the moments for the truncated Z are calculated explicitly using the binomial distribution.

Mean Measures

For mean measures, an adjusted t statistic is calculated for each like-to-like cell which has at least 7 BST and 7 CLEC transactions. A permutation test is used when one or both of the BST and CLEC sample sizes is less than 6. Both the adjusted t statistic and the permutation calculation are described in the technical appendix.

APPENDIX
TECHNICAL DESCRIPTION

We start by assuming that any necessary trimming of the data is complete, and that the data are disaggregated so that comparisons are made within appropriate classes or adjustment cells that define "like" observations.

Notation and Exact Testing Distributions

Below, we have detailed the basic notation for the construction of the truncated z statistic. In what follows the word "cell" should be taken to mean a like-to-like comparison cell that has both one (or more) ILEC observation and one (or more) CLEC observation.

L = the total number of occupied cells

j = $1,\ldots,L$; an index for the cells

n_{1j} = the number of ILEC transactions in cell j

n_{2j} = the number of CLEC transactions in cell j

n_j = the total number transactions in cell j; $n_{1j} + n_{2j}$

X_{1jk} = individual ILEC transactions in cell j; $k = 1,\ldots, n_{1j}$

X_{2jk} = individual CLEC transactions in cell j; $k = 1,\ldots, n_{2j}$

Y_{jk} = individual transaction (both ILEC and CLEC) in cell j

$$= \begin{cases} X_{1jk} & k = 1,\ldots,n_{1j} \\ X_{2jk} & k = n_{1j}+1,\ldots,n_j \end{cases}$$

$\Phi^{-1}(\cdot)$ = the inverse of the cumulative standard normal distribution function

For Mean Performance Measures the following additional notation is needed.

$\overline{X}_{1j}$ = the ILEC sample mean of cell j

$\overline{X}_{2j}$ = the CLEC sample mean of cell j

s^2_{1j} = the ILEC sample variance in cell j

s^2_{2j} = the CLEC sample variance in cell j

Y_{jk} = a random sample of size n_{2j} from the set of $Y_{j1},\ldots,Y_{jn_j}$; $k = 1,\ldots,n_{2j}$

M_j = the total number of distinct pairs of samples of size n_{1j} and n_{2j};

$$= \binom{n_j}{n_{1j}}$$

The exact parity test is the permutation test based on the "modified Z" statistic. For large samples, we can avoid permutation calculations since this statistic will be normal (or Student's t) to a good approximation. For small samples, where we cannot avoid permutation calculations, we have found that the difference between "modified Z" and the textbook "pooled Z" is negligible. We therefore propose to use the permutation test based on pooled Z for small samples. This decision speeds up the permutation computations considerably, because for each permutation we need only compute the sum of the CLEC sample values, and not the pooled statistic itself.

A permutation probability mass function distribution for cell j, based on the "pooled Z" can be written as

$$PM(t) = P(\sum_k y_{jk} = t) = \frac{\textit{the number of samples that sum to } t}{M_j}$$

and the corresponding cumulative permutation distribution is

$$CPM(t) = P(\sum_k y_{jk} \le t) = \frac{\textit{the number of samples with sum } \le t}{M_j}$$

For Proportion Performance Measures the following notation is defined

a_{1j} = the number of ILEC cases possessing an attribute of interest in cell j

a_{2j} = the number of CLEC cases possessing an attribute of interest in cell j

a_j = the number of cases possessing an attribute of interest in cell j; $a_{1j} + a_{2j}$

The exact distribution for a parity test is the hypergeometric distribution. The hypergeometric probability mass function distribution for cell j is

$$HG(h) = P(H = h) = \begin{cases} \dfrac{\binom{n_{1j}}{h}\binom{n_{2j}}{a_j - h}}{\binom{n_j}{a_j}}, & \max(0, a_j - n_{2j}) \le h \le \min(a_j, n_{1j}) \\ 0 & \text{otherwise} \end{cases}$$

and the cumulative hypergeometric distribution is

$$CHG(x) = P(H \le x) = \begin{cases} 0 & x < \max(0, a_j - n_{1j}) \\ \sum_{h=\max(0, a_j - n_{1j})}^{x} HG(h), & \max(0, a_j - n_{1j}) \le x \le \min(a_j, n_{2j}) \\ 1 & x > \min(a_j, n_{2j}) \end{cases}$$

For Rate Measures, the notation needed is defined as

b_{1j} = the number of ILEC base elements in cell j

b_{2j} = the number of CLEC base elements in cell j

b_j = the total number of base elements in cell j; $b_{1j} + b_{2j}$

$\hat{r}_{1j}$ = the ILEC sample rate of cell j; n_{1j}/b_{1j}

$\hat{r}_{2j}$ = the CLEC sample rate of cell j; n_{2j}/b_{2j}

q_j = the relative proportion of CLEC elements for cell j; b_{2j}/b_j

The exact distribution for a parity test is the binomial distribution. The binomial probability mass function distribution for cell j is

$$BN(k) = P(B = k) = \begin{cases} \binom{n_j}{k} q_j^k (1 - q_j)^{n_j - k}, & 0 \le k \le n_j \\ 0 & \text{otherwise} \end{cases}$$

and the cumulative binomial distribution is

$$CBN(x) = P(B \le x) = \begin{cases} 0 & x < 0 \\ \sum_{k=0}^{x} BN(k), & 0 \le x \le n_j \\ 1 & x > n_j \end{cases}$$

Calculating the Truncated Z

The general methodology for calculating an aggregate level test statistic is outlined below.

1. Calculate cell weights, W_j. A weight based on the number of transactions is used so that a cell which has a larger number of transactions has a larger weight. The actual weight formulae will depend on the type of measure.

Mean Measure

$$W_j = \sqrt{\frac{n_{1j} n_{2j}}{n_j}}$$

Proportion Measure

$$W_j = \sqrt{\frac{n_{2j} n_{1j}}{n_j} \cdot \frac{a_j}{n_j} \cdot \left(1 - \frac{a_j}{n_j}\right)}$$

Rate Measure

$$W_j = \sqrt{\frac{b_{1j} b_{2j}}{b_j} \cdot \frac{n_j}{b_j}}$$

2. In each cell, calculate a Z value, Z_j. A Z statistic with mean 0 and variance 1 is needed for each cell.

   - If $W_j = 0$, set $Z_j = 0$.
   - Otherwise, the actual Z statistic calculation depends on the type of performance measure.

Mean Measure

$$Z_j = \Phi^{-1}(\alpha)$$

where α is determine by the following algorithm.

If $\min(n_{1j}, n_{2j}) > 6$, then determine α as

$$\alpha = P(t_{n_{1j}-1} \le T_j),$$

that is, α is the probability that a t random variable with $n_{1j} - 1$ degrees of freedom, is less than

$$T_j = t_j + \frac{g}{6}\left(\frac{n_{1j} + 2n_{2j}}{\sqrt{n_{1j}\, n_{2j}(n_{1j} + n_{2j})}}\right)\left(t^2 + \frac{n_{2j} - n_{1j}}{2n_{1j} + n_{2j}}\right),$$

where

$$t_j = \frac{\bar{X}_{1j} - \bar{X}_{2j}}{s_{1j}\sqrt{\frac{1}{n_{1j}} + \frac{1}{n_{2j}}}}$$

and the coefficient g is an estimate of the skewness of the parent population, which we assume is the same in all cells. It can be estimated from the ILEC values in the largest cells. This needs to be done only once for each measure. We have found that attempting to estimate this skewness parameter for each cell separately leads to excessive variability in the "adjusted" t. We therefore use a single compromise value in all cells.

Note, that t_j is the "modified Z" statistic. The statistic T_j is a "modified Z" corrected for the skewness of the ILEC data.

If $\min(n_{1j}, n_{2j}) \leq 6$, and

a) $M_j \leq 1{,}000$ (the total number of distinct pairs of samples of size n_{1j} and n_{2j} is 1,000 or less).

- Calculate the sample sum for all possible samples of size n_{2j}.
- Rank the sample sums from smallest to largest. Ties are dealt by using average ranks.
- Let R_0 be the rank of the observed sample sum with respect all the sample sums.

$$\alpha = 1 - \frac{R_0 - 0.5}{M_j}$$

b) $M_j > 1{,}000$

- Draw a random sample of 1,000 sample sums from the permutation distribution.
- Add the observed sample sum to the list. There is a total of 1001 sample sums. Rank the sample sums from smallest to largest. Ties are dealt by using average ranks.
- Let R_0 be the rank of the observed sample sum with respect all the sample sums.

$$\alpha = 1 - \frac{R_0 - 0.5}{1001}.$$

Proportion Measure

$$Z_j = \frac{n_j a_{1j} - n_{1j} a_j}{\sqrt{\frac{n_{1j} n_{2j} a_j (n_j - a_j)}{n_j - 1}}}.$$

Rate Measure

$$Z_j = \frac{n_{1j} - n_j q_j}{\sqrt{n_j q_j (1 - q_j)}}.$$

3. Obtain a truncated Z value for each cell, Z_j^*. To limit the amount of cancellation that takes place between cell results during aggregation, cells whose results suggest possible favoritism are left alone. Otherwise the cell statistic is set to zero. This means that

positive equivalent Z values are set to 0, and negative values are left alone. Mathematically, this is written as

$$Z_j^* = \min(0, Z_j) .$$

4. Calculate the theoretical mean and variance of the truncated statistic under the null hypothesis of parity, $E(Z_j^* | H_0)$ and $\mathrm{Var}(Z_j^* | H_0)$. In order to compensate for the truncation in step 3, an aggregated, weighted sum of the Z_j^* will need to be centered and scaled properly so that the final aggregate statistic follows a standard normal distribution.

   - If $W_j = 0$, then no evidence of favoritism is contained in the cell. The formulae for calculating $E(Z_j^* | H_0)$ and $\mathrm{Var}(Z_j^* | H_0)$ cannot be used. Set both equal to 0.

   - If $\min(n_{1j}, n_{2j}) > 6$ for a mean measure, $\min\left\{a_{1j}\left(1-\frac{a_{1j}}{n_{1j}}\right), a_{2j}\left(1-\frac{a_{2j}}{n_{2j}}\right)\right\} > 9$ for a proportion measure, or $\min(n_{1j}, n_{2j}) > 15$ and $n_j q_j (1-q_j) > 9$ for a rate measure then

$$E(Z_j^* | H_0) = -\frac{1}{\sqrt{2\pi}}, \text{ and}$$

$$\mathrm{Var}(Z_j^* | H_0) = \frac{1}{2} - \frac{1}{2\pi} .$$

   - Otherwise, determine the total number of values for Z_j^*. Let z_{ji} and θ_{ji}, denote the values of Z_j^* and the probabilities of observing each value, respectively.

$$E(Z_j^* | H_0) = \sum_i \theta_{ji} z_{ji} , \text{and}$$

$$\mathrm{Var}(Z_j^* | H_0) = \sum_i \theta_{ji} z_{ji}^2 - \left[E(Z_j^* | H_0)\right]^2 .$$

The actual values of the z's and θ's depends on the type of measure, and the sums in the equations are over all possible values of the index i.

Mean Measure

$$N_j = \min(M_j, 1{,}000),\ i = 1, \ldots, N_j$$

$$z_{ji} = \min\left\{0, 1 - \Phi^{-1}\left(\frac{R_i - 0.5}{N_j}\right)\right\} \quad \text{where } R_i \text{ is the rank of sample sum i}$$

$$\theta_j = \frac{1}{N_j}$$

Proportion Measure

$$z_{ji} = \min\left\{0, \frac{n_j\, i - n_{1j}\, a_j}{\sqrt{\frac{n_{1j}\, n_{2j}\, a_j\, (n_j - a_j)}{n_j - 1}}}\right\}, \quad i = \min(a_j, n_{2j}), \ldots, \max(0, a_j - n_{1j})$$

$$\theta_{ji} = HG(i)$$

Rate Measure

$$z_{ji} = \min\left\{0, \frac{i - n_j\, q_j}{\sqrt{n_j\, q_j (1 - q_j)}}\right\}, \quad i = 0, \ldots, n_j$$

$$\theta_{ji} = BN(i)$$

5. **Calculate the aggregate test statistic, Z^T.**

$$Z^T = \frac{\sum_j W_j Z_j^* - \sum_j W_j E(Z_j^* \mid H_0)}{\sqrt{\sum_j W_j^2 \mathrm{Var}(Z_j^* \mid H_0)}}$$

The Balancing Critical Value

There are four key elements of the statistical testing process:

1. **the null hypothesis, H_0, that parity exists between ILEC and CLEC services**
2. **the alternative hypothesis, H_2, that the ILEC is giving better service to its own customers**
3. **the Truncated Z test statistic, Z^T, and**
4. **a critical value, *c***

The decision rule[1] is

[1] This decision rule assumes that a negative test statistic indicates poor service for the CLEC customer. If the opposite is true, then reverse the decision rule.

- If $Z^T < c$ then accept H_a.
- If $Z^T \geq c$ then accept H_0.

There are two types of error possible when using such a decision rule:

Type I Error: Deciding favoritism exists when there is, in fact, no favoritism.
Type II Error: Deciding parity exists when there is, in fact, favoritism.

The probabilities of each type of each are:

Type I Error: $\alpha = P(Z^T < c \mid H_0)$.

Type II Error: $\beta = P(Z^T \geq c \mid H_a)$.

We want a balancing critical value, c_B, so that $\alpha = \beta$.

It can be shown that.

$$c_B = \frac{\sum_j W_j M(m_j, se_j) - \sum_j W_j \frac{-1}{\sqrt{2\pi}}}{\sqrt{\sum_j W_j^2 V(m_j, se_j)} + \sqrt{\sum_j W_j^2 \left(\frac{1}{2} - \frac{1}{2\pi}\right)}}.$$

where

$$M(\mu, \sigma) = \mu \Phi(\tfrac{-\mu}{\sigma}) - \sigma \phi(\tfrac{-\mu}{\sigma})$$

$$V(\mu, \sigma) = (\mu^2 + \sigma^2)\Phi(\tfrac{-\mu}{\sigma}) - \mu\sigma\phi(\tfrac{-\mu}{\sigma}) - M(\mu, \sigma)^2$$

$\Phi(\cdot)$ is the cumulative standard normal distribution function, and $\phi(\cdot)$ is the standard normal density function.

This formula assumes that Z_j is approximately normally distributed within cell j. When the cell sample sizes, n_{1j} and n_{2j}, are small this may not be true. It is possible to determine the cell mean and variance under the null hypothesis when the cell sample sizes are small. It is much more difficult to determine these values under the alternative hypothesis. Since the cell weight, W_j will also be small (see calculate weights section above) for a cell with small volume, the cell mean and variance will not contribute much to the weighted sum. Therefore, the above formula provides a reasonable approximation to the balancing critical value.

The values of m_j and se_j will depend on the type of performance measure.

Mean Measure

For mean measures, one is concerned with two parameters in each cell, namely, the mean and variance. A possible lack of parity may be due to a difference in cell means, and/or a

difference in cell variances. One possible set of hypotheses that capture this notion, and take into account the assumption that transaction are identically distributed within cells is:

$$H_0: \mu_{1j} = \mu_{2j}, \sigma_{1j}^2 = \sigma_{2j}^2$$

$$H_a: \mu_{2j} = \mu_{1j} + \delta_j \cdot \sigma_{1j}, \sigma_{2j}^2 = \lambda_j \cdot \sigma_{1j}^2 \qquad \delta_j > 0, \lambda_j \geq 1 \text{ and } j = 1,\ldots,L.$$

Under this form of alternative hypothesis, the cell test statistic Z_j has mean and standard error given by

$$m_j = \frac{-\delta_j}{\sqrt{\frac{1}{n_{1j}} + \frac{1}{n_{2j}}}}, \text{ and}$$

$$se_j = \sqrt{\frac{\lambda_j n_{1j} + n_{2j}}{n_{1j} + n_{2j}}}$$

Proportion Measure

For a proportion measure there is only one parameter of interest in each cell, the proportion of transaction possessing an attribute of interest. A possible lack of parity may be due to a difference in cell proportions. A set of hypotheses that take into account the assumption that transaction are identically distributed within cells while allowing for an analytically tractable solution is:

$$H_0: \frac{p_{2j}(1-p_{1j})}{(1-p_{2j})p_{1j}} = 1$$

$$H_a: \frac{p_{2j}(1-p_{1j})}{(1-p_{2j})p_{1j}} = \psi_j \qquad \psi_j > 1 \text{ and } j = 1,\ldots,L.$$

These hypotheses are based on the "odds ratio." If the transaction attribute of interest is a missed trouble repair, then an interpretation of the alternative hypothesis is that a CLEC trouble repair appointment is ψ_j times more likely to be missed than an ILEC trouble.

Under this form of alternative hypothesis, the within cell asymptotic mean and variance of a_{1j} are given by[2]

$$E(a_{1j}) = n_j \pi_j^{(1)}$$

$$var(a_{1j}) = \frac{n_j}{\frac{1}{\pi_j^{(1)}} + \frac{1}{\pi_j^{(2)}} + \frac{1}{\pi_j^{(3)}} + \frac{1}{\pi_j^{(4)}}}$$

where

[2] Stevens, W. L. (1951) Mean and Variance of an entry in a Contingency Table. *Biometrica*, **38**, 468-470.

$$\pi_j^{(1)} = f_j^{(1)}\left(n_j^2 + f_j^{(2)} + f_j^{(3)} - f_j^{(4)}\right)$$

$$\pi_j^{(2)} = f_j^{(1)}\left(-n_j^2 - f_j^{(2)} + f_j^{(3)} + f_j^{(4)}\right)$$

$$\pi_j^{(3)} = f_j^{(1)}\left(-n_j^2 + f_j^{(2)} - f_j^{(3)} + f_j^{(4)}\right)$$

$$\pi_j^{(4)} = f_j^{(1)}\left(n_j^2\left(\tfrac{2}{\psi_j} - 1\right) - f_j^{(2)} - f_j^{(3)} - f_j^{(4)}\right)$$

$$f_j^{(1)} = \frac{1}{2n_j^2\left(\frac{1}{\psi_j} - 1\right)}$$

$$f_j^{(2)} = n_j n_{1j}\left(\tfrac{1}{\psi_j} - 1\right)$$

$$f_j^{(3)} = n_j a_j\left(\tfrac{1}{\psi_j} - 1\right)$$

$$f_j^{(4)} = \sqrt{n_j^2\left[4n_{1j}\left(n_j - a_j\right)\left(\tfrac{1}{\psi_j} - 1\right) + \left(n_j + \left(a_j - n_{1j}\right)\left(\tfrac{1}{\psi_j} - 1\right)\right)^2\right]}$$

Recall that the cell test statistic is given by

$$Z_j = \frac{n_j\, a_{1j} - n_{1j}\, a_j}{\sqrt{\dfrac{n_{1j}\, n_{2j}\, a_j\,(n_j - a_j)}{n_j - 1}}},$$

Using the equations above, we see that Z_j has mean and standard error given by

$$m_j = \frac{n_j^2\pi_j^{(1)} - n_{1j}\, a_j}{\sqrt{\dfrac{n_{1j}\, n_{2j}\, a_j\,(n_j - a_j)}{n_j - 1}}}, \text{ and}$$

$$se_j = \sqrt{\frac{n_j^3(n_j - 1)}{n_{1j}\, n_{2j}\, a_j\,(n_j - a_j)\left(\frac{1}{\pi_j^{(1)}} + \frac{1}{\pi_j^{(2)}} + \frac{1}{\pi_j^{(3)}} + \frac{1}{\pi_j^{(4)}}\right)}},$$

Rate Measure

A rate measure also has only one parameter of interest in each cell, the rate at which a phenomenon is observed relative to a base unit, e.g. the number of troubles per available line. A possible lack of parity may be due to a difference in cell rates. A set of hypotheses that take into account the assumption that transaction are identically distributed within cells is:

$H_0: r_{1j} = r_{2j}$

$H_a: r_{2j} = \varepsilon_j r_{1j}$ $\qquad \varepsilon_j > 1$ and $j = 1,\ldots,L.$

Given the total number of ILEC and CLEC transactions in a cell, n_j, and the number of base elements, b_{1j} and b_{2j}, the number of ILEC transaction, n_{1j}, has a binomial distribution from n_j trials and a probability of

$$q_j^* = \frac{r_{1j} b_{1j}}{r_{1j} b_{1j} + r_{2j} b_{2j}}.$$

Therefore, the mean and variance of n_{1j} are given by

$$E(n_{1j}) = n_j q_j^*$$
$$\text{var}(n_{1j}) = n_j q_j^* (1 - q_j^*)$$

Under the null hypothesis

$$q_j^* = q_j = \frac{b_{1j}}{b_j}.$$

but under the alternative hypothesis

$$q_j^* = q_j^a = \frac{b_{1j}}{b_{1j} + \varepsilon_j b_{2j}}.$$

Recall that the cell test statistic is given by

$$Z_j = \frac{n_{1j} - n_j q_j}{\sqrt{n_j q_j (1 - q_j)}}.$$

Using the relationships above, we see that Z_j has mean and standard error given by

$$m_j = \frac{n_j (q_j^a - q_j)}{\sqrt{n_j q_j (1 - q_j)}} = (1 - \varepsilon_j) \sqrt{\frac{n_j b_{1j} b_{2j}}{b_{1j} + \varepsilon_j b_{2j}}}, \text{ and}$$

$$se_j = \sqrt{\frac{q_j^a (1 - q_j^a)}{q_j (1 - q_j)}} = \sqrt{\varepsilon_j} \frac{b_j}{b_{1j} + \varepsilon_j b_{2j}}.$$

Determining the Parameters of the Alternative Hypothesis

In this appendix we have indexed the alternative hypothesis of mean measures by two sets of parameters, λ_j and δ_j. Proportion and rate measures have been indexed by one set of parameters each, ψ_j and ε_j respectively. While statistical science can be used to evaluate the impact of different choices of these parameters, there is not much that an appeal to statistical principles can offer in directing specific choices. Specific choices are best left to telephony experts. Still, it is possible to comment on some aspects of these choices:

- Parameter Choices for λ_i. The set of parameters λ_i index alternatives to the null hypothesis that arise because there might be greater unpredictability or variability in the delivery of service to a CLEC customer over that which would be achieved for an otherwise comparable ILEC customer. While concerns about differences in the variability of service are important, it turns out that the truncated Z testing which is being recommended here is relatively insensitive to all but very large values of the λ_i. Put another way, reasonable differences in the values chosen here could make very little difference in the balancing points chosen.

- Parameter Choices for δ_i. The set of parameters δ_i are much more important in the choice of the balancing point than was true for the λ_i. The reason for this is that they directly index differences in average service. The truncated Z test is very sensitive to any such differences; hence, even small disagreements among experts in the choice of the δ_i could be very important. Sample size matters here too. For example, setting all the δ_i to a single value – $\delta_i = \delta$ – might be fine for tests across individual CLECs where currently in Louisiana the CLEC customer bases are not too different. Using the same value of δ for the overall state testing does not seem sensible, however, since the state sample would be so much larger.

- Parameter Choices for ψ_i or ε_i. The set of parameters ψ_i or ε_i are also important in the choice of the balancing point for tests of their respective measures. The reason for this is that they directly index increases in the proportion or rate of service performance. The truncated Z test is sensitive to such increases; but not as sensitive as the case of δ_i for mean measures. Sample size matters here as well. As with mean measures, using the same value of ψ or ε for the overall state testing does not seem sensible since the state sample would be so much larger.

The bottom line here is that beyond a few general considerations, like those given above, a principled approach to the choice of the alternative hypotheses to guard against, must come from elsewhere.

Decision Process

Once Z^T has been calculated, it is compared to the balancing critical value to determine if the ILEC is favoring its own customers over a CLEC's customers.

This critical value changes as the ILEC and CLEC transaction volume change. One way to make this transparent to the decision maker, is to report the difference between the test statistic and the critical value, *diff* = $Z^T - c_B$. If favoritism is concluded when $Z^T < c_B$, then the *diff* < 0 indicates favoritism.

This make it very easy to determine favoritism: a positive *diff* suggests no favoritism, and a negative *diff* suggests favoritism.

EXHIBIT D

BST VSEEM REMEDY PROCEDURE

TIER-1 CALCULATION FOR RETAIL ANALOGUES:

1. Calculate the overall test statistic for each CLEC; z^{T}_{MCIm} (See Exhibit C)
2. Calculate the balancing critical value($^{C}B_{MCIm}$) that is associated with the alternative hypothesis (for fixed parameters δ, ψ or ε). (See Exhibit C)
3. If the overall test statistic is equal to or above the balancing critical value, stop here. Otherwise, go to step 4.
4. Calculate the Parity Gap by subtracting the value of step 2. from that of step 1.; $z^{T}_{MCIm} - {}^{C}B_{MCIm}$
5. Calculate the Volume Proportion using a linear distribution with slope of ¼. This can be accomplished by taking the absolute value of the Parity Gap from step 4. divided by 4; $ABS((z^{T}_{MCIm} - {}^{C}B_{MCIm}) / 4)$. All parity gaps equal or greater to 4 will result in a volume proportion of 100%.
6. Calculate the Affected Volume by multiplying the Volume Proportion from step 5. by the Total MCIm Volume in the negatively affected cell; where the cell value is negative. (See Exhibit C)
7. Calculate the payment to MCIm by multiplying the result of step 6. by the appropriate dollar amount from the fee schedule.

So, MCIm payment = $\text{Affected Volume}_{MCIm}$ * $$ from Fee Schedule

Example: MCIm Missed Installation Appointments (MIA) for Resale POTS

	n_I	n_C	MIA_I	MIA_C	z^{T}_{MCIm}	C_B	Parity Gap	Volume Proportion	Affect Volun
State	50000	600	9%	16%	-1.92	-0.21	1.71	0.4275	
Cell					z_{MCIm}				
1		150	0.091	0.112	-1.994				64
2		75	0.176	0.098	0.734				
3		10	0.128	0.333	-2.619				4
4		50	0.158	0.242	-2.878				21
5		15	0.245	0.075	1.345				
6		200	0.156	0.130	0.021				
7		30	0.166	0.233	-0.600				13
8		20	0.106	0.127	-0.065				9
9		40	0.193	0.218	-0.918				17
10		10	0.160	0.235	-0.660				4

133
where n_I = ILEC observations and n_C = MCIm observations

Payout for MCIm is (133 units) * ($100/unit) = $13,300

TIER-2 CALCULATION for RETAIL ANALOGUES:

1. Tier-2 is triggered by three monthly failures of any VSEEM submetric in the same quarter.

2. Calculate the overall test statistic for the CLEC Aggregate using all transactions from the calendar quarter; z^T_{CLECA}

3. Calculate the balancing critical value($^{C}B_{MCIm}$) that is associated with the alternative hypothesis (for fixed parameters δ, ψ or ε). (See Exhibit C)

4. If the overall test statistic is equal to or above the balancing critical value for the calendar quarter, stop here. Otherwise, go to step 5.

5. Calculate the Parity Gap by subtracting the value of step 3. from that of step 2.; $z^T_{CLECA} - {}^{C}B_{CLECA}$

6. Calculate the Volume Proportion using a linear distribution with slope of ¼. This can be accomplished by dividing the Parity Gap from step 5. by 4; ABS((z^T_{CLECA} - $^{C}B_{CLECA}$) / 4). All parity gaps equal or greater to 4 will result in a volume proportion of 100%.

7. Calculate the Affected Volume by multiplying the Volume Proportion from step 6. by the Total $CLEC_A$ Volume (CLEC Aggregate) in the negatively affected cell; where the cell value is negative (See Exhibit C).

8. Calculate the payment to State Designated Agency by multiplying the result of step 7. by the appropriate dollar amount from the fee schedule.

So, State Designated Agency payment = Affected $Volume_{CLECA}$ * $$ from Fee Schedule

Example: CLEC-A Missed Installation Appointments (MIA) for Resale POTS

State	n_I	n_C	MIA_I	MIA_C	z^T_{CLECA}	C_B	Parity Gap	Volume Proportion	Affected Volume
Quarter1	180000	2100	9%	16%	-1.92	-0.21	1.71	0.4275	
Cell					Z_{CLECA}				
1		500	0.091	0.112	-1.994				214

2	300	0.176	0.098	0.734	
3	80	0.128	0.333	-2.619	
4	205	0.158	0.242	-2.878	ud
5	45	0.245	0.075	1.345	
6	605	0.156	0.130	0.021	
7	80	0.166	0.233	-0.600	34
8	40	0.106	0.127	-0.065	17
9	165	0.193	0.218	-0.918	71
10	80	0.160	0.235	-0.660	34

492

where n_I = ILEC observations and n_C = CLEC-A observations

Payout for CLEC-A is (492 units) * ($300/unit) = $147,600

Tier-3

Tier-3 uses the monthly CLEC Aggregate results in a given State. Tier-3 is triggered when five of the twelve Tier-3 sub-metrics experience consecutive failures in a given calendar quarter. The table below displays a situation that would trigger a Tier-3 failure, and one that would not.

		TIER-3 FAILURE X = Miss			NOT A TIER-3 FAILU X = Miss	
Process	Measures	Jan	Feb	Mar	Jan	Feb
Percent Missed Installation Appointments	Resale POTS	X	X	X	X	
	Resale Design	X			X	
	UNE Loop & Port Combo		X			
	UNE Loops	X	X	X		
Percent Missed Repair Appointments	Resale POTS	X	X	X	X	
	Resale Design		X	X		X
	UNE Loop & Port Combo					X
	UNE Loops				X	
Billing	Billing Accuracy	X	X	X		
	Billing Timeliness				X	X
Trunk Blockage	Percent Trunk Blockage	X	X	X		
Collocation	Percent Missed Collocation Due Dates					

Tier-3 is effective immediately after quarter results, and can only be lifted when two of the five failed sub-metrics show compliance for two consecutive months in the following quarter.

All tiers standalone, such that triggering Tier-3 will not cease payout of any Tier-1 or Tier-2 failures.

TIER-1 CALCULATION FOR BENCHMARKS:

1. For each CLEC, with five or more observations, calculate monthly performance results for the State.

2. CLECs having observations (sample sizes) between 5 and 30 will use Table I below:

Table I Small Sample Size Table
(95% Confidence)

Sample Size	Equivalent 90% Benchmark	Equivalent 95% Benchmark
5	60.00%	80.00%
6	66.67%	83.33%
7	71.43%	85.71%
8	75.00%	75.00%
9	66.67%	77.78%
10	70.00%	80.00%
11	72.73%	81.82%
12	75.00%	83.33%
13	76.92%	84.62%
14	78.57%	85.71%
15	73.33%	86.67%

Sample Size	Equivalent 90% Benchmark	Equivalent 95% Benchmark
16	75.00%	87.50%
17	76.47%	82.35%
18	77.78%	83.33%
19	78.95%	84.21%
20	80.00%	85.00%
21	76.19%	85.71%
22	77.27%	86.36%
23	78.26%	86.96%
24	79.17%	87.50%
25	80.00%	88.00%
26	80.77%	88.46%
27	81.48%	88.89%
28	78.57%	89.29%
29	79.31%	86.21%
30	80.00%	86.67%

3. If the percentage (or equivalent percentage for small samples) is equal to or below the benchmark standard, stop here. Otherwise, go to step 4.

4. Determine the Volume Proportion by taking the difference between the benchmark and the actual performance result.

5. Calculate the Affected Volume by multiplying the Volume Proportion from step 4. by the Total MCIm Volume.

6. Calculate the payment to MCIm by multiplying the result of step 5. by the appropriate dollar amount from the fee schedule.

So, MCIm payment = Affected Volume$_{MCIm}$ * $$ from Fee Schedule

Example: MCIm Missed Installation Appointments (MIA) for UNE Loops

	n_C	Benchmark	MIA_C	Volume Proportion	Affected Volume
State	600	9%	12%	.03	18

Payout for MCIm is (18 units) * ($400/unit) = $7,200

TIER-1 CALCULATION FOR BENCHMARKS (in the form of a target):

1. For each, with five or more observations, CLEC calculate monthly performance results for the State.
2. CLECs having observations (sample sizes) between 5 and 30 will use Table I above.
3. Calculate the interval distribution based on the same data set used in step 1.
4. If the 'percent within' is equal to or exceeds the benchmark standard, stop here. Otherwise, go to step 5.
5. Determine the Volume Proportion by taking the difference between 100% and the actual performance result.
6. Calculate the Affected Volume by multiplying the Volume Proportion from step 5. by the Total MCIm Volume.
7. Calculate the payment to MCIm by multiplying the result of step 6. by the appropriate dollar amount from the fee schedule.

So, MCIm payment = Affected Volume$_{MCIm}$ * $$ from Fee Schedule

Example: MCIm Reject Timeliness

	n_C	Benchmark	Reject Timeliness$_C$	Volume Proportion	Affected Volume
State	600	95% within 1 hour	93% within 1 hour	.07	42

Payout for MCIm is (42 units) * ($100/unit) = $4,200

TIER-2 CALCULATIONS for BENCHMARKS:

Tier-2 calculations for benchmark measures are the same as the Tier-1 benchmark calculations except the CLEC Aggregate data having failed for three months in a given calendar quarter is being assessed.

EXHIBIT E

Table-1

LIQUIDATED DAMAGES TABLE FOR TIER-1 MEASURES

PER AFFECTED ITEM						
	Month 1	Month 2	Month3	Month4	Month 5	Month 6
Ordering	$40	$50	$60	$70	$80	$90
Provisioning	$100	$125	$175	$250	$325	$500
Provisioning UNE (Coordinated Customer Conversions)	$400	$450	$500	$550	$650	$800
Maintenance and Repair	$100	$125	$175	$250	$325	$500
Maintenance and Repair UNE	$400	$450	$500	$550	$650	$800
LNP	$150	$250	$500	$600	$700	$800
IC Trunks	$100	$125	$175	$250	$325	$500
Collocation	$5,000	$5,000	$5,000	$5,000	$5,000	$5,000

Table-2

VOLUNTARY PAYMENTS FOR TIER-2 MEASURES

	Per Affected Item
OSS Pre-Ordering	$20
Ordering	$60
Provisioning	$300
UNE Provisioning (Coordinated Customer Conversions)	$875
Maintenance and Repair	$300
UNE Maintenance and Repair	$875
Billing	$1.00
LNP	$500
IC Trunks	$500
Collocation	$15,000



MEASUREMENTS AND PERFORMANCE STANDARDS

ILEC LOCAL SERVICE QUALITY

Version 1.3

National Carrier Policy and Planning
Based on LCUG Version 7.0 and State Collaborative Activities
January 1, 2000

TABLE OF CONTENTS

ORDERING AND PROVISIONING

AVERAGE COMPLETION INTERVAL 4
PERCENT ORDERS COMPLETED ON-TIME 5
PERCENT DESIGN LAYOUT RECORDS RECEIVED IN X DAYS 6
PERCENT ON-TIME LOSS NOTIFICATION 7
AVERAGE OFFERED INTERVAL 8
PERCENT ORDER ACCURACY 9
PERCENT MECHANIZED ORDER FLOW THROUGH 10
PERCENT ORDERS REJECTED 11
REJECT INTERVAL 12
FOC/LSRC INTERVAL 13
JEOPARDY INTERVAL 14
PERCENT JEOPARDIES 15
PROVISIONING TROUBLES PRIOR TO LOOP ACCEPTANCE 16
COMPLETION NOTICE INTERVAL 17
PERCENTAGE COMPLETIONS/ATTEMPTS WITHOUT NOTICE OR WITH LESS THAN 24 HOURS NOTICE 18
PERCENT ORDERS CANCELLED AFTER MISSED DUE DATE 19
AVERAGE COORDINATED CONVERSION INTERVAL 20
PERCENT SERVICE LOSS FROM EARLY CUTS AND PERCENT SERVICE LOSS FROM LATE CUTS 21
PERCENT OF TIME 10-DIGIT TRIGGER IS APPLIED "X" HOURS PRIOR TO THE LNP ORDER DUE DATE 23
HELD ORDER INTERVAL (DELAY DAYS) 24
PERCENTAGE OF ORDERS HELD ≥ 10/30/60 DAYS 25

MAINTENANCE AND REPAIR

MEAN TIME TO RESTORE 26
TROUBLE REPORT RATE 27
REPEAT TROUBLE REPORT RATE 28
PERCENT FOUND OK/TEST OK/CPE 29
TROUBLES WITHIN 30 DAYS OF INSTALL AND OTHER ORDER ACTIVITY 30
PERCENT OF CUSTOMER TROUBLES RESOLVED WITHIN ESTIMATE 31

GENERAL

PERCENT SYSTEMS AVAILABILITY 32
MEAN TIME TO ANSWER 33
CALL ABANDONMENT RATE 34
AVERAGE RESPONSE INTERVAL FOR OSS QUERIES 35
AVERAGE NOTIFICATION OF INTERFACE/OSS OUTAGE 36
PERCENT OF CHANGE MANAGEMENT NOTICES AND DOCUMENTATION SENT ON-TIME 37
PERCENT SOFTWARE CERTIFICATION FAILURES AND SOFTWARE PROBLEM RESOLUTION TIMELINESS 38
ON-TIME RESPONSE TO UNE BONA FIDE REQUEST (BFR) 39
PERCENT RESPONSE COMMITMENTS MET (ON-TIME) 40
PERCENT ON-TIME RESPONSE TO REQUESTS FOR ACCESS TO POLES, CONDUITS AND RIGHTS OF WAY 41

PERCENT OF REQUESTS FOR ACCESS TO POLES, CONDUITS AND RIGHTS OF WAY REJECTED FOR LACK OF SPACE 42

BILLING

MEAN TIME TO PROVIDE DAILY USAGE FEED 43
MEAN TIME TO DELIVER INVOICES 44
PERCENT INVOICE ACCURACY 45
PERCENT USAGE ACCURACY 46
PERCENT BILLING ERRORS CORRECTED IN X DAYS 47

OPERATOR SERVICES, DIRECTORY ASSISTANCE AND LISTINGS

MEAN TIME TO ANSWER 48
MEAN TIME ALLOTTED TO PROOF LISTING UPDATES 49

NETWORK PERFORMANCE

PERCENT CALL COMPLETION 50
PERCENT OF ILEC RESPONSES TO RECIPROCAL TRUNK REQUESTS IN X DAYS 51
MEAN TIME TO NOTIFY CLEC 52

COLLOCATIONS

MEAN TIME TO RESPOND TO COLLOCATION REQUEST 53
MEAN TIME TO PROVIDE COLLOCATION ARRANGEMENT 54
PERCENT COLLOCATION DUE DATES MISSED 55
AVERAGE COLLOCATION DELAY DAYS FOR MISSED DUE DATES 56

DATABASES

AVERAGE UPDATE INTERVAL 57
PERCENT UPDATE ACCURACY 58
PERCENT NXXS LOADED AND TESTED PRIOR TO THE LERG EFFECTIVE DATE 59

APPENDIXES

APPENDIX A 60
APPENDIX B 64
APPENDIX C 66
APPENDIX D 68
APPENDIX E 69
APPENDIX F 70
APPENDIX G 72
APPENDIX H 73
APPENDIX I 74

Measurement Detail and Standards
Ordering and Provisioning

Measurement

Average Completion Interval

Function
Order Completion

Calculation Methodology
Average Completion Interval = Σ [(Completion Date and Time - Order Submission Date and Time) / (Count of Orders Completed in Reporting Period)]

Business Rules
The actual completion interval is determined for each order processed during the reporting period. The completion interval is the elapsed time from the ILEC receipt of a syntactically correct order from the CLEC to the ILEC's return of a valid completion notification to the CLEC. Elapsed time for each order is accumulated for each reporting dimension (see Appendix A). The accumulated time for each reporting dimension is divided by the associated total number of orders completed within the reporting period.

- Results for the CLECs are captured and retained at the order level (e.g., unique PON and version).
- If the CLEC initiates a supplement to the originally submitted order and the supplement reflects changes in customer requirements (rather than responding to ILEC initiated changes), then the order submission date and time will be the date and time of the ILEC receipt of a syntactically correct order supplement. No other supplemental order activities will result in an update to the order submission date and time used for the purposes of computing the order completion interval.
- Elapsed time is measured in hours and hundredths of hours rounded to the nearest hundredth of an hour.
- The accumulation of elapsed time is based on business days/hours.
- Excluded situations:
  - Cancelled orders
  - ILEC Orders associated with internal or administrative use of local services
  - Orders where CLEC has selected a due date greater or less than the standard interval

Levels of Disaggregation and Data Retention Requirements
See Appendix A

Performance Standard
See Appendix I

Measurement Detail and Standards
Ordering and Provisioning

Measurement

Percent Orders Completed On-Time

Function
Order Completion

Calculation Methodology
Percent Orders Completed on Time = Σ [(Count of Orders Completed within ILEC Committed Due Date) (Count of Orders Completed in Reporting Period)] x 100

Business Rules
The percentage of orders completed on-time is determined by first counting, for each specified reporting dimension, both the total numbers of orders completed within the reporting period and the number of orders completed by the committed due date (as specified on the initial FOC/LSRC returned in response to the CLECs final LSR submission). For each reporting dimension, the resulting count of orders completed no later than the committed due date is divided by the total number of orders completed.

- Both requests for due dates beyond the standard interval date and expedite orders (shorter than the standard interval) are included in this calculation
- Results for the CLECs are captured and retained at the order level (e.g., unique PON and version).
- The Completion Date and Time is the date upon which the ILEC issues the Order Completion Notice to the CLEC.
- Elapsed time is measured in hours and hundredths of hours rounded to the nearest hundredth of an hour.
- The accumulation of elapsed time is based on business days/hours.
- Excluded situations:
  - Canceled orders
  - ILEC Orders associated with internal or administrative use of local services

Levels of Disaggregation and Data Retention Requirements
See Appendix A

Performance Standard
98% met; 2% missed

Measurement Detail and Standards
Ordering and Provisioning

Measurement

Percent Design Layout Records Received in X Days

Function
DLR Information

Calculation Methodology
Percent DLRs Received in X Days = Σ [(Count of Design Layout Records Received X Days After Receipt of an Accepted Order) / (Count of Design Layout Records)] x 100

Business Rules
- In order to be counted as received, the DLR must provide complete and accurate information.
- All relevant information to provision the order must also be contained accurately in TIRKS.
- If DLR information is late, ILEC must not exclude Customer Not Ready situations from delivery interval metrics if trunk cannot be accepted on delivery date.

Levels of Disaggregation and Data Retention Requirements
See Appendix A

Performance Standard
98% received in 5 days for DS1 orders, 8 days for DS3 and above.

Measurement Detail and Standards
Ordering and Provisioning

Measurement

Percent On-Time Loss Notification

Function
Loss Notification

Calculation Methodology
Percent On-Time Loss Notification = Σ [(Date and Time CLEC Receives Loss Notification – Date and Time ILEC Completes Disconnection or Transfer of Service from CLEC) / (All Disconnections/Transfers from CLEC in Reporting Period)] x 100

Business Rules
The percentage of on-time loss notifications is determined by measuring the interval between ILEC disconnection or transfer of CLEC's service and CLEC receipt of notification from ILEC that disconnection or transfer is complete, divided by the total number of disconnection or transfers from the CLEC during the reporting period.

- Elapsed time is measured in hours and hundredths of hours rounded to the nearest hundredths of an hour.
- The accumulation of elapsed time is based on business days/hours.

Levels of Disaggregation and Data Retention Requirements
See Appendix A

Performance Standard
98% in 1 hour (electronic/mechanized)
98% in 4 hours (manual)

Measurement Detail and Standards
Ordering and Provisioning

Measurement

Average Offered Interval

Function
Order Completion

Calculation Methodology
Average Offered Interval = Σ [(Date and Time of Due Date – Date and Time of Receipt of Service Request) / (Number of Committed Due Dates Sent during the Reporting Period)]

Business Rules
The offered interval is the average number of business days between order application date and committed due date.

- Results for the CLECs are captured and retained at the order level (e.g., unique PON and version).
- If the CLEC initiates a supplement to the originally submitted order and the supplement reflects changes in customer requirements (rather than responding to ILEC initiated changes), then the order submission date and time will be the date and time of the ILEC receipt of a syntactically correct order supplement. No other supplemental order activities will result in an update to the order submission date and time used for the purposes of computing the order completion interval.
- The results can be compared to Average Completion Interval to show if committed due dates are more likely to slip for CLECs vs. ILECs.
- Elapsed time is measured in hours and hundredths of hours rounded to the nearest hundredth of an hour.
- The accumulation of elapsed time is based on business days/hours.
- Excluded situations:
  - Canceled orders
  - ILEC Orders associated with internal or administrative use of local services
  - Orders where CLEC has selected a due date that is greater or less than the standard interval

Levels of Disaggregation and Data Retention Requirements
See Appendix A

Performance Standard
Parity

Measurement Detail and Standards
Ordering and Provisioning

Measurement

Percent Order Accuracy

Function
Order Processing Quality

Calculation Methodology
Percent Order Accuracy = Σ [(Orders Completed without Error) / (Orders Completed)] x 100

Business Rules
For each order completed during the reporting period, the original account profile and the order that the CLEC sent to the ILEC are compared to the services and features reflected upon the account profile as it existed following completion of the order by the ILEC. An order is "completed without error" if all service attributes and account detail changes (as determined by comparing the original and the post order completion account profile) completely and accurately reflect the activity specified on the original and any supplemental CLEC orders. Total number of orders completed are the total number of order completion notices sent to the CLEC by the ILEC for each reporting dimension identified in Appendix A.

- Order Supplements - If the CLEC initiates any supplements to the originally submitted order, for the purposes of reflecting changes in customer requirements, then the cumulative effect of the initial order and all the supplemental orders will be compared. Differences will be determined by comparing the pre- and post-order completion account profiles for the affected customer.
- Completion Notices - To the extent that the ILEC supplies a completion notice containing sufficient information to perform validation of the order accuracy, then the Completion Notice information can be utilized in lieu of the comparison of the "before" and "after" account profiles. Use of the completion notice for this purpose would need to be at the mutual agreement of the ILEC and the CLEC.
- Sampling may be utilized to establish order accuracy provided the results produced are consistent with the reporting dimensions specified, the sample methodology is disclosed in advance and reflects generally accepted sampling methodology and the sampling process may be audited by the CLEC.
- For "transfers as is" the completion account profile will be compared to the CSR.
- Excluded situations:
  - Orders canceled by the CLEC
  - Order Activities of the ILEC associated with internal or administrative use of local services

Levels of Disaggregation and Data Retention Requirements
See Appendix A

Performance Standard
98% of orders completed without error except where industry guidelines may be more strict for a particular type of order

Measurement Detail and Standards
Ordering and Provisioning

Measurement

Percent Mechanized Order Flow Through

Function
Order Processing Quality

Calculation Methodology
Percent Mechanized Order Flow Through = Σ [(Total Number of Orders Processed Without Manual Intervention) / (Total Number of Orders Completed)] x 100

Business Rules
Percent Mechanized Order Flow Through identifies the total orders processed from acceptance at the ILEC gateway to the ILEC service order processor and other legacy systems without manual intervention. For each type of order, the count includes orders that arrive at the destination work group(s) without human intervention from initial order creation by the customer contact agent until the time the order is delivered to the appropriate work group responsible for physical work. The resulting count is divided by the total number of orders (of the same type) that were processed during the reporting period with the result expressed as a percentage.

- Excluded situations:
  - Orders canceled by the CLEC
  - Order Activities of the ILEC associated with internal or administrative use of local services
  - For re-submissions impact on due date measure, ILEC would not have to comply if tying final accepted order to original order is technically infeasible but feasibility issue will be revised as systems are upgraded
  - Orders submitted manually by the CLEC when the ILEC has provided specifications for, and has implemented with at least one CLEC, a working electronic (CLEC to ILEC system) interface

Levels of Disaggregation and Data Retention Requirements
See Appendix A

Performance Standard
98%

Measurement Detail and Standards
Ordering and Provisioning

Measurement

Percent Orders Rejected

Function
Order Processing Quality

Calculation Methodology
Percent Orders Rejected = Σ [(Number of Order Rejections Due to Error or Omission) / (Number of Order Submissions Received by ILEC During Reporting Period)] x 100

Business Rules
The Percent Orders Rejected is the count of (1) order submissions where the ILEC returns a notice of a syntax rejection to the CLEC and (2) order submissions where the ILEC returns a notice that the CLEC order was rejected by legacy system edits. The resulting combined count of rejections is divided by the count of orders submitted. (For EDI interfaces, the orders submitted would be the combined count of positive and negative 997 messages issued upon receipt of the CLEC order.)

- Rejections are not necessarily a measure of CLEC order quality but also (1) reflect times when ILEC software upgrades cause previously acceptable orders to reject or (2) changes in business rules are not communicated at all or unclearly to the CLEC, causing orders to reject.
- Excluded situations:
  - Orders canceled by the CLEC
  - Order Activities of the ILEC associated with internal or administrative use of local services

Levels of Disaggregation and Data Retention Requirements
See Appendix A

Performance Standard
Diagnostic, but after review of raw data no more than 2% ILEC caused rejections

Measurement Detail and Standards
Ordering and Provisioning

Measurement

Reject Interval

Function
Order Status

Calculation Methodology
Reject Interval = Σ [(Date and Time of Order Rejection - Date and Time of Order Receipt or Acknowledgment) / (Number of Order Rejections in Reporting Period)]

Business Rules
Reject Interval (syntax) is the elapsed time between the ILEC receipt of an order from the CLEC to the ILEC return of a notice of a syntax rejection to the CLEC. The time measurement starts when the ILEC receives the order from the CLEC. The time measurement stops when the ILEC returns a rejection notice to the CLEC. The elapsed time is accumulated by order type with the resulting accumulated time then divided by the count of order rejections associated with the particular order type.

Reject Interval (legacy system) is the elapsed time between the ILEC's acknowledgement/acceptance of an order from the CLEC to the ILEC's return of a rejection notice to the CLEC. The time measurement starts when the ILEC accepts or acknowledges the order from the CLEC as syntactically correct. The time measurement stops when the ILEC returns a rejection notice to the CLEC. The elapsed time is accumulated by order type with the resulting accumulated time then divided by the count of order rejections associated with the particular service and order type.

Other Clarifications and Qualifications:
- Results for the CLECs are captured and retained at the order level (e.g. unique PON and version).
- When the ILEC processes orders for a CLEC via different interfaces (e.g., fax and each type of electronic method) then this measurement must be computed for each interface arrangement.
- All intervals are measured in hours and hundredths of hours rounded to the nearest hundredth.
- The accumulation of elapsed time is based on business days/hours.
- "Syntactically correct" means all fields required to process an order are populated and reflect the correct format as agreed and documented in the current interface specifications.
- The ILEC service agent's attempt to submit an order for processing by the ILEC OSS is considered equivalent to the ILEC acknowledgment of the CLEC order.
- The ILEC OSS return of any indication to the service agent that an order cannot be processed as submitted is considered equivalent to the ILEC return of a rejection notice to the CLEC.

Levels of Disaggregation and Data Retention Requirements
See Appendix A

Performance Standard
15 seconds: Mechanized/Electronic
4 hours: Manual
2 days: LNP/INP only

Measurement Detail and Standards
Ordering and Provisioning

Measurement

FOC/LSRC Interval

Function
Order Status

Calculation Methodology
FOC/LSRC Interval = Σ [(Date and Time of FOC or LSRC - Date and Time of Order Acknowledgment) (Number of Order Confirmations in Reporting Period)]

Business Rules
The FOC/LSRC Interval is the elapsed time between the ILEC acceptance of a syntactically correct order and the return of a confirmation to the CLEC that the order will be worked as submitted or worked with the modifications specified on the confirmation. The time measurement starts when the ILEC accepts (acknowledges) the order from the CLEC. The time measurement stops when the ILEC returns a valid firm order confirmation to the CLEC. The elapsed time is accumulated by order type with the resulting accumulated time then divided by the count of order confirmations associated with the particular order type.

- Results for the CLECs are captured and retained at the order level (e.g. unique PON and version).
- A valid FOC/LSRC includes all information needed by the CLEC to accurately complete the order.
- When the ILEC processes orders for a CLEC via different interfaces (e.g., fax and each type of electronic method) then this measurement must be computed for each interface arrangement.
- All intervals are measured in hours and hundredths of hours rounded to the nearest hundredth.
- The accumulation of elapsed time is based on business days/hours.
- "Syntactically correct" means all fields required to process an order are populated and reflect the correct format as agreed and documented in the current interface specifications.
- The ILEC service agent's attempt to submit an order for processing by the ILEC OSS is considered equivalent to the ILEC acknowledgment of the CLECs order.

Levels of Disaggregation and Data Retention Requirements
See Appendix A

Performance Standard
See Appendix I

Measurement Detail and Standards
Ordering and Provisioning

Measurement

Jeopardy Interval

Function
Order Status

Calculation Methodology
Jeopardy Interval = Σ [(Date and Time of Committed Due Date for the Order - Date and Time of Jeopardy Notice) / (Number of Orders Jeopardized in Reporting Period)]

Business Rules
Jeopardy Interval is the remaining time between the pre-existing committed order completion date and time (communicated via the FOC/LSRC) and the date and time the ILEC issues a notice to the CLEC indicating an order is in jeopardy of missing the due date. The scheduled order completion time will be assumed to be 5:00 p.m. local time unless other information is communicated in the FOC. The date and time of the jeopardy notice delivered by the ILEC is subtracted from the scheduled completion date to establish the jeopardy interval for any order placed in jeopardy before its scheduled due date. The jeopardy interval is accumulated by standard order activity (see Appendix A) with the resulting accumulated time then divided by the count of orders placed in jeopardy before the due date for each order activity.

- Includes only those orders jeopardized on or before the scheduled due date.
- All intervals are measured in hours and hundredths of hours rounded to the nearest hundredth.
- The accumulation of elapsed time is based on business days/hours.
- Logging of information in the ILEC OSS, whether manual or automatic, that indicates an order may not be completed by the existing due date, is equivalent of the return of a jeopardy notice to the CLEC regardless of whether or not the ILEC takes action based upon such information.
- Excluded situations:
  - Emergency situations (same day, for reasons other than lack of facilities or workload) preventing ILEC on-time completion of the order. However, notification requirements remain in place even if set interval for advance notice is not set.

Levels of Disaggregation and Data Retention Requirements
See Appendix A

Performance Standard
Facility Issues: 48 hours
Workload Issues: 24 hours

Measurement Detail and Standards
Ordering and Provisioning

Measurement and Purpose

Percent Jeopardies

Function
Order Status

Calculation Methodology
Percent Jeopardies = Σ [(Number of Order Jeopardy Notifications in Reporting Period) / (Number of Missed Due Dates During the Reporting Period)] x 100

Business Rules
Percent Jeopardies is derived by dividing the count of jeopardy notices issued to the CLEC by the count of missed due dates during the identical period.

- When the ILEC processes orders for a CLEC via different interfaces (e.g., fax and each type of electronic method) then this measurement must be computed for each interface arrangement.
- Logging of information in the ILEC OSS, whether manual or automatic, that indicates an order may not be completed by the existing due date, is equivalent of the return of a jeopardy notice to the CLEC regardless of whether or not the ILEC takes action based upon such information.

Levels of Disaggregation and Data Retention Requirements
See Appendix A

Performance Standard
98% advance notice of missed due dates

Measurement Detail and Standards
Ordering and Provisioning

Measurement

Provisioning Troubles Prior to Loop Acceptance

Function
Troubles during loop conversions with and without LNP

Calculation Methodology
Provisioning Troubles Prior to Service Order Completion : Σ [(Count of Loop Lines with Troubles Reported by CLEC Following Notification of Completion but Before Acceptance) / (Count of Loop Conversions Completed)] x 100

Business Rules
- Metric applies to mechanized and non-mechanized loop cut orders.
- If CLEC cannot yet enter trouble in maintenance system, then CLEC help center will be designated to receive and code such reports.
- Metric may measure troubles by lines affected or by number of troubles.

Levels of Disaggregation and Data Retention Requirements
See Appendix A

Performance Standard
No more than 1% of lines cut over will have troubles
No more than 1 trouble per 100 cutovers

Measurement Detail and Standards
Ordering and Provisioning

Measurement

Completion Notice Interval

Function
Order Status

Calculation Methodology
Completion Notice Interval = Σ [(Date and Time of Notice of Completion Issued to the CLEC - Date and Time of Work Completion by ILEC) / (Number of Orders Completed in Reporting Period)]

Business Rules
Completion Notice Interval is the elapsed time between the ILEC technician's reported completion of physical work and the issuance of a valid completion notice to the CLEC. Where physical work is not required, such as in the case of software-only changes, the elapsed time will be measured beginning at 5:00 p.m. local time of the date for the committed completion and will end when the ILEC returns a valid completion notice to the CLEC. If a valid completion notice is returned before 5:00 p.m. on the committed completion date and no physical work is involved, then the elapsed time will be recorded as 1/10 hour. The elapsed time is accumulated by order type with the resulting accumulated time then divided by the count of completion notices returned for each service and order type.

- When the ILEC processes orders for a CLEC via different interfaces (e.g., fax and each type of electronic method) then this measurement must be computed for each interface arrangement.
- All intervals are measured in hours and hundredths of hours rounded to the nearest hundredth.
- The accumulation of elapsed time is based on business days/hours.
- The technician's reported completion is the automatic logging of work completion and manual logging of work completion, whether input directly to the ILEC OSS or into an intermediate storage devise. The time from actual completion of work until such logging activity is the ILEC's equivalent of the return of a completion notice to the CLEC.

Levels of Disaggregation and Data Retention Requirements
See Appendix A

Performance Standard
24 hours: Manual
1 hour: Mechanized/Electronic

Measurement Detail and Standards
Ordering and Provisioning

Measurement and Purpose

Percentage Completions/Attempts without Notice or with Less than 24 Hours Notice

Function
Order Status

Calculation Methodology
Percent Completions or Attempts without Notice or with Less Than 24 Hours Notice = Σ [(Completion Dispatches (Successful and Unsuccessful) with No FOC/LSRC or FOC/LSRC Received Within 24 Hours of Due Date) / (All Completions)] x 100

Business Rules
Alternatively, ILEC may measure "customer not ready" situations due to non-receipt of a FOC/LSRC or receipt of a FOC/LSRC with less than 24 hours notice. But measurement above additionally captures those instances where CLEC was able to rush to be ready for the new due date but looked disorganized to the customer.

- Completion and Completion Attempts include any delivery of service (successful or not successful) for which the CLEC did not receive sufficient prior notification.
- When the ILEC processes orders for a CLEC via different interfaces (e.g., fax and each type of electronic method) then this measurement must be computed for each interface arrangement.
- The accumulation of elapsed time is based on business days/hours.
- Return of any information (e.g., order recapitulation) to the ILEC customer service agent that indicates no errors are evident or that an order can be processed, is the equivalent of the ILEC return of a FOC/LSRC to the CLEC.
- Excluded situations:
  - Calculation would exclude any successful or unsuccessful service delivery that CLEC was informed of at least 24 hours in advance. ILEC may also exclude from calculation deliveries on less than 24 hours notice that CLEC requested.

Levels of Disaggregation and Data Retention Requirements
See Appendix A

Performance Standard
<1%

Measurement Detail and Standards
Ordering and Provisioning

Measurement

Percent Orders Cancelled after Missed Due Date

Function
Order Status

Calculation Methodology
Percent of Orders Cancelled after Missed Due Date = Σ [(Number of Orders Cancelled After Due Date in the Reporting Period) / (Number of Orders Cancelled in the Identical Period)] x 100

Business Rules
- Applies to orders which have not been completed and for which a cancellation is received during the reporting period but after the committed due date.
- This metric is designed to measure the impact of missed due dates.

Levels of Disaggregation and Data Retention Requirements
See Appendix A

Performance Standard
Diagnostic measurement; however, upon review of data, no more than 1% of orders cancelled because of missed due date

Measurement Detail and Standards
Ordering and Provisioning

Measurement

Average Coordinated Conversion Interval

Function
Coordinated Cutovers

Calculation Methodology
Average Coordinated Conversion Interval = Σ [(Date and Time Re-termination is Completed by ILEC – Date and Time of Initial Service Interruption or Disconnect for Customer Transferring Service) / (Count of Completed Coordinated Conversions in Reporting Period)]

Business Rules
For CLEC Results: The elapsed time between the disconnection of an access line (for a retail customer of the ILEC) from the switch port of the ILEC to the time that the ILEC finishes both the physical work necessary to re-terminate the loop (at the point of re-termination specified by the CLEC) and receives CLEC confirmation that electrical continuity exists. The elapsed time is accumulated for the reporting period and divided by the number of loops that were re-terminated on a coordinated basis

For ILEC Results: If a parity measure is used instead of the standards below, ILECs would use retail residential or business POTS outside move activity as an analog. An outside move occurs when a customer, with existing service, moves from one premise to another within the same central office area without disconnecting and reconnecting service. With inside moves the customer keeps their own phone number. Although an outside move involves disconnecting an existing loop from an operating port and reconnecting a different loop (within the same office) to that same port, the work involved is very similar (i.e. coordinated re-termination).

Levels of Disaggregation and Data Retention Requirements
See Appendix A

Performance Standard
1 - 9 lines in 1 hour
10 - 25 lines 1.5 hours (90 minutes)
26 - 49 lines in 2 hours
50 - 99 lines in 3 hours
100 - 199 lines in 4 hours
200 plus lines in 8 hours

Measurement Detail and Standards
Ordering and Provisioning

Measurement

Percent Service Loss from Early Cuts and Percent Service Loss from Late Cuts

Function
Coordinated Cutovers

Calculation Methodology
Percent Service Loss from Early Cuts = Σ [(Customer Conversion Where Cutover Time is Earlier Than Due Date and Time) / (All Customer Conversions Completed During Reporting Period)] x 100

Percent Service Loss from Late Cuts = Σ [(Customer Conversions Where Cutover Time is More than 30 Minutes Past Due Date and Time) / (All Customer Conversions Completed During Reporting Period)] x 100

Business Rules
Some state proceedings have produced alternative or supplemental means of monitoring this issue; measurements that may be substituted or added include:

Percent Lines Cut Early = [(Count of Loop Lines with and without Number Portability Cut Before the Frame Due Time)/(Count of Loop Cuts Completed)] x 100

- Loops with and without number portability will be reported separately.

Percent Lines with Translations Timely Cut = [(Total Number of Lines Where Translations Were Not Timely Cut at Close of the Cutover Window)/(Total Number of Loop Cuts Scheduled in the Month)] x 100

- The successful cut includes notification to the CLEC that the cut is completed.

LNP Provisioning Failures = [(Total Number of LNP Network Provisioning Failures)/(Total Number of NPAC Porting Broadcasts)] x 100

- Such provisioning failure data will be collected at two points in the provisioning process
  - Partial failures of NPAC broadcasts to reach and be processed by ILEC LSMS
  - Individual network database failures – failures to provision between the ILEC LSMS and LNP network databases (Signal Transfer Point or Service Control Point).
- This supplemental measurement excludes total failures from the NPAC to all LSMS systems and broadcasts failing due to a lack of GTT information made available to ILEC (no SS7 signaling agreement in place between ILEC and CLEC)

For CLEC Results: For hot loop cuts, the same loop is moved from an existing port to what is effectively a different port (The CLEC collocation point). Translation disconnections also are reported if they occur too early or late in a conversion involving local number portability. For each conversion, the ILEC will track whether the cutover time (for facilities and translations) was earlier or later than the committed due date and time that appeared on the FOC/LSRC. The total number of early cutovers will be divided by the total number of customer conversions that were completed during the reporting period. Likewise, the total number of cutovers that were completed with untimely translation will be divided by the total number of customer conversions that were completed during the reporting period. For both formulas, the resulting ratio will be expressed as a percentage.

For ILEC Results: ILECs would use retail residential or business POTS outside move activity as an analog. An outside move occurs when a customer, with existing service, moves from one premise to another within the same central office area without disconnecting and reconnecting service. With inside moves the customer keeps their own phone number. Although an outside move involves disconnecting an

For ILEC Results (cont.): existing loop from an operating port and reconnecting a different loop (within the same office) to that same port, the work involved is very similar (i.e. coordinated re-termination).

Other Clarifications and Qualifications:

- For orders canceled at least 30 minutes prior to the scheduled disconnection and frame due time, any cutover that occurs on the previously scheduled frame due date will be considered early and included in the early cut measurement.
- Any old ILEC translations taken down before or more than 15 minutes after NPAC broadcast of ported number will be considered untimely unless CLEC and ILEC agree otherwise.

Levels of Disaggregation and Data Retention Requirements

See Appendix A

Performance Standard

Less than 1% loss for no more than 5 minutes

Measurement Detail and Standards
Ordering and Provisioning

Measurement

Percent of Time 10-Digit Trigger is Applied "X" Hours Prior to the LNP Order Due Date

Function
Coordinated Cutovers

Calculation Methodology
Percent of Time 10-digit Trigger is Applied Prior to the LNP Order Due Date = Σ [(Count of LNP Telephone Numbers Where 10-Digit Trigger was Applied "X" Hours Prior to Due Date) / (Total LNP Telephone Number Conversions)] x 100

Business Rules
- "X" represents the negotiated number of hours for setting the trigger prior to conversion.
- All intervals are measured in hours and hundredths of hours rounded to the nearest hundredth on a 7 x 24 basis.

Levels of Disaggregation and Data Retention Requirements
See Appendix A

Performance Standard
98%

Measurement Detail and Standards
Ordering and Provisioning

Measurement

Held Order Interval (Delay Days)

Function
Held Orders

Calculation Methodology
Held Order Interval = Σ [(Reporting Period Close Date - Committed Order Due Date) / (Number of Orders Pending and Past the Committed Due Date)]

Business Rules
This metric is computed at the close of each report period. The held order interval is established by first identifying all pending orders at that time that (1) have not been reported "completed" via a valid completion notice and (2) have passed the currently "committed completion date." For each such order, the number of calendar days between the committed completion date and the close of the reporting period is established and represents the held order interval for that particular order. The held order interval is accumulated (by service type and reason for the hold, if identified) and then divided by the number of held orders within the same category to produce the mean held order interval.

- Applies to all orders pending and past the committed due date
- Order Supplements - If the CLEC initiates a supplement to the originally submitted order for the purpose of reflecting changes in customer requirements, then the due date returned on the FOC/LSRC will be the basis for the preceding calculations. No other supplemental order activities will result in an update to the committed due date.
- The held order interval is measured in calendar rather than business days.
- Excluded situations:
  - Any orders cancelled by the CLEC
  - Order activities of the ILEC associated with internal or administrative use of local services

Levels of Disaggregation and Data Retention Requirements
See Appendix A

Performance Standard
No longer than 10 days beyond due date

Measurement Detail and Standards
Ordering and Provisioning

Measurement

Percentage of Orders Held ≥ 10/30/60 Days

Function
Held Orders

Calculation Methodology
Orders Held for ≥ 10/30/60 days = Σ [(Number of Orders Held for ≥ 10/30/60 Days) / (Total Number of Orders Pending but Not Completed)] x 100. This measurement should be calculated and reported separately for each time interval (10, 30 and 60 days).

Business Rules
This measure is complementary to the held order interval but is designed to detect orders continuing in a "non-completed" state for an extended period of time. Computation of this metric uses a subset of the data accumulated for the held order interval measure. All orders for which the held order interval equals or exceeds 10/30/60 days are counted by service type and reason for the hold. The total number of pending and past due orders for the same category are counted (as was done for the held order interval) and divided into the count of orders held past 10/30/60) days.

- Order Supplements - If the CLEC initiates a supplement to the originally submitted order for the purpose of reflecting changes in customer requirements, then the due date returned on the FOC/LSRC will be the basis for the preceding calculations. No other supplemental order activities will result in an update to the committed due date.
- The held order interval is measured in calendar rather than business days.
- Excluded situations:
  - Any orders cancelled by the CLEC
  - Order activities of the ILEC associated with internal or administrative use of local services

Levels of Disaggregation and Data Retention Requirements
See Appendix A

Performance Standard
Less than 2% of delayed orders held for 1-10 days
Less than 1% held for 11-30 days
Less than .5% held for 31-60 days
No orders (0%) held for 61 days or longer

Measurement Detail and Standards
Maintenance and Repair

Measurement and Purpose

Mean Time to Restore

Function
Time to Restore

Calculation Methodology
Mean Time To Restore = Σ [(Date and Time of Trouble Ticket Resolution Returned to CLEC - Date and Time of Trouble Ticket Referred to the ILEC) / (Count of Trouble Tickets Resolved in Reporting Period)]

Business Rules
The restoral interval for resolution of customer requested maintenance and repair is the elapsed time from CLEC submission of a customer trouble to the ILEC (regardless of the ultimate resolution of the trouble) to ILEC return of a valid trouble resolution notification to the CLEC. The elapsed time is accumulated by service type and trouble disposition for the reporting period. The accumulated time is divided by count of maintenance tickets reported as resolved by ILEC (by service type and trouble type) during report period.

- Elapsed time is measured on a 24-hour-a-day, seven-days-a-week basis. The time is measured in hours and hundredths of hours rounded to the nearest hundredth hour.
- Multiple reports for the same customer service are treated individually unless categorized as "subsequent" (an additional report on an already open ticket).
- "Restore" means to return to the normally expected operating parameters for the service regardless of whether or not the service, at the time of trouble ticket creation, was operating in a degraded mode or was completely unusable.
- A trouble is "resolved" when the ILEC issues notice to the CLEC that the customer's service is restored to normal operating parameters. If the ILEC-to-CLEC maintenance interface allows the CLEC to check the status of pending open and tickets closed that day then no notification is required. But if no consolidated report is available, the CLEC must receive notification when each ticket is closed and the cause code.
- A trouble ticket or trouble report is any record (whether paper or electronic) used by the ILEC for the purpose of monitoring action and disposition of a service repair or maintenance situation.
- ILEC acceptance of a trouble by the call receipt agent is considered equivalent to the CLEC logging or submitting a trouble to the ILEC.
- For purposes of ILEC's own results, the ILEC closure of a trouble ticket (whether automatic or manual) is considered equivalent to returning a trouble resolution notice to the CLEC.
- Excluded situations:
  - Trouble tickets that are canceled at the CLECs request
  - CLEC authorized customer time.
  - ILEC trouble reports associated with administrative service
  - Instances where the CLEC or an ILEC customer requests that a ticket be "held open" for monitoring or where a trouble ticket is created to track and/or monitor requests for clarifying information (e.g. confirmation of customer ownership from CLEC support centers)
  - Subsequent Reports
  - Any trouble type tracking that parties agree is technically unfeasible or operationally prohibitive
  - Tickets used to track referrals of misdirected calls

Levels of Disaggregation and Data Retention Requirements
See Appendix B

Performance Standard
1 hour for all service delivery methods but not more than 4 hours

Measurement Detail and Standards
Maintenance and Repair

Measurement

Trouble Report Rate

Function
Frequency of Troubles

Calculation Methodology
Trouble Report Rate = Σ [(Count of Initial and Repeated Trouble Reports in the Current Period) / (Number of Lines in Service at End of the Report Period)] x 100

Business Rules
The frequency of trouble metric is computed by accumulating, by standard service grouping and disposition and cause, the total number of maintenance tickets logged by a CLEC (with the ILEC) during the reporting period. The resulting number of tickets for each trouble type is accumulated within each standard service grouping and trouble type is divided by the total number of "service access lines" existing for the CLEC at the end of the report period

- Unbundled loops or UNE combinations involving unbundled loops would be counted as a "service access line."
- A trouble is "resolved" when the ILEC issues notice to the CLEC that the customer's service is restored to normal operating parameters. If the ILEC-to-CLEC maintenance interface allows the CLEC to check the status of pending open and tickets closed that day then no notification is required. But if no consolidated report is available, the CLEC must receive notification when each ticket is closed and the cause code..
- If a trouble ticket was closed out previously with the disposition code wrongly classifying it as FOK/TOK/CPE then the trouble must be counted as both an initial and a repeat trouble report.
- For purposes of ILEC's own results, the ILEC closure of a trouble ticket (whether automatic or manual) is considered equivalent to returning a trouble resolution notice to the CLEC.
- Excluded situations:
  - Trouble tickets that are canceled at the CLEC request
  - ILEC trouble reports associated with administrative service
  - Subsequent trouble report(s) on a maintenance ticket that has (have) not been reported as resolved (or closed)
  - Instances where the CLEC or an ILEC customer requests that a ticket be "held open" for monitoring, or where a trouble ticket is created to track and/or monitor requests for clarifying information (e.g. confirmation of customer ownership from CLEC support centers)
  - Tickets used to track referrals of misdirected calls
  - Mutually agreed upon "no trouble found" (CPE/TOK/FOK)

Levels of Disaggregation and Data Retention Requirements
See Appendix B

Performance Standard
1 per 100 lines

Measurement Detail and Standards
Maintenance and Repair

Measurement

Repeat Trouble Report Rate

Function
Frequency of Repeat Troubles

Calculation Methodology
Repeat Trouble Report Rate = Σ [(Count of Trouble Reports Where More Than One Trouble Report Was Logged for the Same Service Access Line Within a Continuous 30 Day Period) (Number of Reports in the Report Period)] x 100

Business Rules
The repeat trouble report rate measure is computed by accumulating the number of instances where a trouble ticket is submitted by a CLEC to the ILEC for a service arrangement that had at least one prior trouble ticket any time in the 30 calendar days preceding the creation of the current trouble ticket. The number of repeat troubles are accumulated for the reporting period by service type and trouble type. The count of repeat troubles, by service type, is divided by the count of initial trouble reports (by service type) received during the report period.

- If a trouble ticket was closed out previously with the disposition code wrongly classifying it as FOK/TOK/CPE then the trouble must be counted as both an initial and a repeat trouble report.
- Unbundled loops or UNE combinations involving an unbundled loops are considered a "service access line".
- The "same service access line" means a trouble report being reported for the same telephone number or the same circuit identifier.
- The trouble resolution need not be identical between the repeated reports for the incident to be counted as a repeated trouble.
- For purposes of ILEC's own results, the ILEC closure of a trouble ticket (whether automatic or manual) is considered equivalent to returning a trouble resolution notice to the CLEC.
- Excluded situations:
  - Trouble tickets that are canceled at the CLEC request
  - ILEC trouble reports associated with administrative service
  - Instances where the CLEC or an ILEC customer requests that a ticket be "held open" for monitoring, or where a trouble ticket is created to track and/or monitor requests for clarifying information (e.g. confirmation of customer ownership from CLEC support centers)
  - Subsequent trouble report(s) on a maintenance ticket that has (have) not been reported as resolved (or closed)
  - Tickets used to track referrals of misdirected calls
  - Mutually agreed upon "no trouble found" (CPE/TOK/FOK)

Levels of Disaggregation and Data Retention Requirements
See Appendix B

Performance Standard
6 per 100 trouble reports

Measurement Detail and Standards
Maintenance and Repair

Measurement and Purpose

Percent Found OK/Test OK/CPE

Function
Frequency of Troubles

Calculation Methodology
Percent Found OK/Test OK/CPE = Σ [(Count of All Troubles With Resolution Codes of CPE/TOK FOK) (Number of Troubles During the Reporting Period)] x 100

Business Rules
- Unbundled loops or UNE combinations involving an unbundled loops are considered a "service access line".
- For purposes of ILEC's own results, the ILEC closure of a trouble ticket (whether automatic or manual) is considered equivalent to returning a trouble resolution notice to the CLEC.
- Excluded situations:
  - Trouble tickets that are canceled at the CLEC request
  - ILEC trouble reports associated with administrative service
  - Instances where the CLEC or an ILEC customer requests that a ticket be "held open" for monitoring, or where a trouble ticket is created to track and/or monitor requests for clarifying information (e.g. confirmation of customer ownership from CLEC support centers
  - Subsequent trouble report(s) on a maintenance ticket that has (have) not been reported as resolved (or closed)
  - Tickets used to track referrals of misdirected calls

Levels of Disaggregation and Data Retention Requirements
See Appendix B

Performance Standard
Diagnostic, but remedies may be sought if raw data indicates that trouble reports were wrongly excluded because of errors in coding FOK/TOK/CPE

Measurement Detail and Standards
Maintenance and Repair

Measurement

Troubles within 30 Days of Install and Other Order Activity

Function
Frequency of Troubles on new installs/orders

Calculation Methodology
Troubles Within 30 Days of Installations and Other Order Activity = Σ [(Total Number of Orders with Trouble Tickets That Had Service Order Activity Within 30 Days of the Trouble Report) / (Total Number of Service Orders Completed in the Report Period)] x 100

Business Rules
The results are computed by accumulating the number of trouble tickets submitted by a CLEC to the ILEC for a service arrangement that had at least one install or service order activity within the 30 calendar days preceding the creation of the current trouble ticket. The count of troubles, as outlined above, is divided by the count of all orders completed by the ILEC for the CLEC during the report period.

Non-parity results for Trouble Rate within 30 Days of Install and Other Order Activity may require further reporting to determine root cause issues. For instance, reports on whether facilities provided on new installations tested to industry standard per interconnection contract, tariff or regulatory requirements may be required if results indicate a poorer performance of facilities and supporting network equipment provided to CLECs. ILECs also may need to cooperate with CLECs on comparative mechanized line testing (through respective ILEC and CLEC switches) of the transmission quality of ILEC loops versus CLEC unbundled loops obtained from the ILEC. Reporting dimensions of copper versus fiber deployment may show that CLEC install troubles result from a disparity in use of underlying transmission media for install of ILEC vs. CLEC facilities. The broadening of the measure to include more than just new installs will detect new service activations (hunt group changes, other feature additions) that cause troubles versus network transmission quality.

- If CLEC is unable to report trouble to the ILEC through normal channels, ILEC must still track trouble through alternate means.
- Excluded situations:
  - Trouble tickets that are canceled at the CLEC request
  - ILEC trouble reports associated with administrative service
  - Instances where the CLEC or an ILEC customer requests that a ticket be "held open" for monitoring, or where a trouble ticket is created to track and/or monitor requests for clarifying information (e.g. confirmation of customer ownership from CLEC support centers)
  - Tickets used to track referrals of misdirected calls
  - Mutually agreed upon "no trouble found" (CPE/TOK/FOK)

Levels of Disaggregation and Data Retention Requirements
See Appendix B

Performance Standard
Less than 1.5 orders with failed circuits per 100 service orders worked in the report period

Measurement Detail and Standards
Maintenance and Repair

Measurement

Percent of Customer Troubles Resolved Within Estimate

Function
Estimated Time to Restore

Calculation Methodology
Percent Customer Troubles Resolved Within Estimate = Σ [(Count of Customer Troubles Resolved By The Quoted Resolution Time and Date) / (Count of Customer Troubles Tickets Closed)] x 100

Business Rules
The quoted repair completion date and time are compared to the actual repair date and time (ticket closure as defined in Time to Restore metric). In each instance where the actual repair date and time are on or before the initially provided estimated or quoted date and time to restore, the count of "troubles resolved within estimate" is incremented by one for the relevant "service type" and "trouble type." The resulting count is divided by the total number of troubles resolved (for the consistent service and trouble type), for the report period, in all instances where an estimated interval was provided or a standard interval existed.

- The ILEC analog for this measure is derived by comparing the actual date and time of ILEC trouble ticket closure compared to the projected trouble clearance date and time established through the ILEC agent's on-line interaction with the ILEC's work management system, regardless of whether or not the ILEC currently quotes this information to its retail customer.
- The "quoted" or "estimated" time to restore is the actual scheduled time projection returned by the ILEC work management system or the standardized repair interval that the ILEC uses for its own operations when equivalent service arrangements are involved.
- A trouble is "resolved" when the ILEC issues notice to the CLEC that the customer's service is restored to normal operating parameters.
- If the ILEC supplies only the estimated repair interval, then the estimated date and time of repair is determined by adding the repair interval to the date and time that the CLEC logged the repair request with the ILEC.
- For purposes of ILEC's own results, the ILEC closure of a trouble ticket (whether automatic or manual) is considered equivalent to returning a trouble resolution notice to the CLEC.
- Excluded situations:
  - Trouble tickets that are canceled at the CLEC request
  - ILEC trouble reports associated with administrative service
  - Instances where the CLEC or an ILEC customer requests that a ticket be "held open" for monitoring, or where a trouble ticket is created to track and/or monitor requests for clarifying information (e.g. confirmation of customer ownership from CLEC support centers)
  - Subsequent trouble report(s) on a maintenance ticket that has (have) not been reported as resolved (or closed)
  - Tickets used to track referrals of misdirected calls

Levels of Disaggregation and Data Retention Requirements
See Appendix B

Performance Standard
98% met, 2% missed

Measurement Detail and Standards
General

Measurement

Percent Systems Availability

Function
Systems Availability

Calculation Methodology
Percent System Availability = Σ [(Hours Functionality is Available to CLECs During Report Period) / (Number of Hours Functionality was Scheduled to be Available During the Period)] x 100

Business Rules
For CLEC Results: The total "number of hours functionality was scheduled to be available" is the cumulative number of hours (by date and time on a 24-hour clock) over which the ILEC planned to offer and support CLEC access to ILEC OSS functionality during the reporting period. The ILEC must provide a minimum advance notice of one reporting period regarding availability plans and such plans must be interface-specific. If scheduled availability is not provided with at least one report period's advance notice, then the default availability for the subsequent reporting period will be seven days per week, 24 hours per day.

"Hours Functionality is Available" is the actual number of hours, during scheduled available time, that the ILEC gateway or interface is capable of accepting CLEC transactions or data files for processing in the gateway/interface and supporting OSS. The actual time available is divided by the scheduled time available and then multiplied by 100 to produce the percent system availability measure. The percent system availability measure is required for each unique interface type achieved with the ILEC.

For ILEC Results: Each OSS of the ILEC that is employed in the support of CLEC operations must first be identified by supported functional area (e.g., pre-ordering, ordering and provisioning, repair and maintenance and billing) with such mapping disclosed to the CLECs. The "available time" and "scheduled available time" is gathered for each of the identified ILEC OSS during the report period. The OSS function availability is computed based upon the weighted average availability of the subtending support OSS. That is, the available time for each OSS supporting a functional area is accumulated over the report period and then divided by the summation of the scheduled available time for those same supporting OSS.

Other Clarifications and Qualifications:
- The ILEC analogs for this performance measure are the internal measures of system downtime (or up time) typically established between the ILEC Systems Management Organization and the client organizations.
- OSS scheduled and available time may be utilized in the computation of more than one functional area.
- Parity exists if the CLEC percent system availability results are ≥ ILEC function availability for the functionality accessed by the CLEC.
- "Capable of accepting" must have a meaning consistent with the ILEC definition of down time, whether scheduled or unscheduled for internal ILEC systems having a comparable potential for customer impact.
- Time is measured in hours and tenths of hours rounded to the nearest tenth of an hour.
- CLEC self-reporting of interface downtime is inadequate by itself but logs of CLEC reports of downtime must be kept and available upon request for auditing ILEC reports.

Levels of Disaggregation and Data Retention Requirements
See Appendix C

Performance Standard
Less than 0.1% of unscheduled downtime; no scheduled downtime during prime time operating hours

Measurement Detail and Standards
General

Measurement

Mean Time to Answer

Function
Center Responsiveness

Calculation Methodology
Mean Time to Answer Calls = Σ [(Date and Time of Call Answer - Date and Time of Call Receipt) / (Total Calls Answered by Center)]

Business Rules
For CLEC Results: Mean time to answer calls is measured through call management technology utilized to distribute calls to ILEC agents supporting all CLEC activities. Results are to be provided separately for each center handling CLEC inquiries. If centers used by the ILEC support multiple functions (e.g., both maintenance and provisioning) then the results for each function supported should be separately reported.

Speed of answer is determined by accumulating elapsed time from entry of CLEC call into ILEC call management system until CLEC call is transferred to ILEC personnel assigned to handle CLEC calls for assistance. The elapsed time is measured in seconds and tenths of seconds rounded to nearest tenth of a second. The accumulated elapsed time is divided by count of calls transferred to ILEC agents.

For ILEC Results: Speed of Answer, as it relates to the ILEC, will be measured in an identical manner as described for the CLEC. The results for the ILEC business office operations and its repair bureau operations should be separately accumulated, computed and retained. If further distinctions are made or more discrete tracking is performed within the ILEC call receipt centers (e.g., by business and residence), then results should be reported at the lowest possible level of detail. Where call receipt for such operations are commingled and inseparable, then only a single result for each measure will be generated and serve as the comparative result for both the CLEC repair support and the CLEC provisioning support results.

Other Clarifications and Qualifications:
- ILEC Agent answering and placing the caller on hold does not stop the clock. Any call placed on hold before the CLEC representative can ask question/report trouble has not met the standard.
- A voice response unit (VRU) does not stop the clock. For a call to be considered answered, the live ILEC Agent must handle the CLEC request.
- Results may be reported for aggregate CLEC industry to the extent that separate carrier-specific support centers are not provided. If separate centers are provided (either for a CLEC or group of CLECs) then results shall be gathered and supplied for each center based on specific CLEC support. Support center types include supporting CLEC maintenance and provisioning, ILEC center supporting retail customer maintenance calls and business office inquiries, etc.
- If ILEC call management technology cannot measure speed of answer on call-specific basis, then an alternate methodology simulating answer speed based on average time for component parts of call (e.g., queue to VRU + VRU to queue + queue to agent answer) can be used by mutual consent of ILEC and CLECs.
- Excluded situations:
  - Calls abandoned by customers prior to answer by the ILEC

Levels of Disaggregation and Data Retention Requirements
See Appendix C

Performance Standard
Live Agent: 90% of calls answered in 10 seconds
VRU: 100% of calls answered by live agent within 2 seconds of transfer

Measurement Detail and Standards
General

Measurement

Call Abandonment Rate

Function
Center Responsiveness

Calculation Methodology
Call Abandonment Rate = Σ [(Count of Calls Terminated Before Answer During the Reporting Period) (Count of All Calls Placed in Queue During the Reporting Period)]

Business Rules
Call abandonment rates are monitored through the call management technology utilized to distribute calls to ILEC agents supporting CLEC activities (i.e., call receipt personnel staffing ILEC support centers intended for CLEC use). Results are to be provided separately for each center handing CLEC inquiries. If centers deployed by the ILEC support multiple functions (e.g., both maintenance and provisioning) then the results for each function supported should be separately reported.

The Call Abandonment Rate is based on the number of calls received by the call distribution system of the ILEC center for the reporting period, regardless of whether the call actually is transferred to ILEC personnel for processing. In addition, a count is accumulated of all calls that are subsequently terminated by the calling party or dropped due to equipment failure before transfer to the service agent for processing. The accumulated count of calls abandoned (terminated) is divided by the total count of calls received at the monitored center.

- A voice response unit (VRU) does not stop the count for purposes of the call abandonment rate if the caller terminates or is terminated prior to transfer to the ILEC Agent for processing.
- Results may be reported for CLEC industry in aggregate to the extent that separate carrier-specific support centers are not provided. If separate centers are provided (either for an individual CLEC or a group of CLECs) then results should be gathered and supplied for each center and reported to the CLEC(s) based upon the center providing the specific CLEC support. Support center types include center supporting CLEC maintenance and provisioning and ILEC Center supporting retail customer maintenance calls and business office inquiries etc.

Levels of Disaggregation and Data Retention Requirements
See Appendix C

Performance Standard
No more than 0.5% of calls abandoned

Measurement Detail and Standards
General

Measurement

Average Response Interval for OSS Queries

Function

Average Response Interval for Real-Time OSS Queries

Calculation Methodology

Average Response Interval = Σ [(Query Response Date and Time - Query Submission Date and Time) / (Number of Queries Submitted in Reporting Period)]

Business Rules

The response interval for each query is determined by computing the elapsed time from the ILEC receipt of a query from the CLEC, whether or not syntactically correct, to the time the ILEC returns the requested data (or reject notification) to the CLEC. Elapsed time is accumulated for each major query or transaction type, consistent with the specified reporting dimension, and then divided by the associated total number of queries received by the ILEC during the reporting period.

- The elapsed time for an ILEC query is measured from the point in time when the ILEC customer service agent submits the request for identical or similar information into the ILEC OSS until the time when the ILEC OSS returns the requested information to the ILEC customer service agent, or a hard copy of the information is returned to the ILEC customer service agent.
- As additional functionality is established by the industry, for example with respect to unbundled network elements, the reporting dimensions may be expanded.
- Elapsed time is measured in seconds and tenths of seconds rounded to the nearest tenth of a second.
- Elapsed time is to be measured through automated rather than manual monitoring and logging.

Levels of Disaggregation and Data Retention Requirements

See Appendix C

Performance Standard

Pre-Ordering

Telephone Number Reservations:
1-30 telephone numbers in 2 seconds and none (0%) greater than 5 seconds
31 or more telephone numbers in less than 2 hours
Address Verification: 2 seconds
CSR: 5 seconds
Service Availability: 5 seconds
Due Date: 2 seconds
Dispatch: 8 seconds
PIC: Parity

LIDB: 2s

Directory Listings: Parity

Maintenance

- The standard for all categories below is parity.
  - Create (or confirm logging of) a Maintenance Request
  - Obtain Status
  - Obtain Test Results
  - Cancel Request
  - Rejected of Failed Queries (regardless of type)
  - Clearance Notification
  - Closure Notification

Measurement Detail and Standards
General

Measurement

Average Notification of Interface/OSS Outage

Function
Reporting Interface OSS Outages

Calculation Methodology
Average Notification of Interface OSS Outage = Σ [(Date and Time of Outage Notification to CLECs - Date and Time of ILEC Awareness of Interface OSS Outage) / (Number of Interface Outages in Reporting Period)]

Business Rules
Average Notification of Interface/OSS Outage is the time it takes from when ILEC first learns of an OSS/interface outage to the time it takes to notify the CLEC. ILEC will report by each interface used by CLECs for pre-ordering, ordering and maintenance. Notifications will be provided by email and will not be considered received unless email is directed to appropriate CLEC designated point(s) of contact for receiving interface outage information.

To extent known, email should obtain information on estimated time of restoration for the interface.

Levels of Disaggregation and Data Retention Requirements
See Appendix C

Performance Standard
15 minutes

Measurement Detail and Standards
General

Measurement and Purpose

Percent of Change Management Notices and Documentation Sent On-Time

Function
Change Management

Calculation Methodology
Percent of Change Management Notices Sent On Time = Σ [(Change Management Notifications Sent Within Required Time Frames) / (Total Number of Change Management Notices Sent)] x 100

Percent of Change Management Final Documentation Sent On Time = Σ [(Change Management Documentation Sent Within Required Time Frames After Notices) / (Total Number of Change Management Documentation Sent)] x 100

Average Delay Dates for Change Notices =Σ [(Date Notice Sent – Date Notice Due) / (Total Number of Notices Sent)]

Average Delay Dates for Final Documentation =Σ [(Date Final Documentation Provided – Final Documentation Due) / (Total Final Change Management Documents Sent)]

Percent ILEC Changes vs. CLEC Changes Made = Σ ([Number of Type 5 CLEC-Initiated Changes Implemented in Period) / (Total Number of CLEC Changes Requested] x 100; and Σ [(Number of Type 4 ILEC-Initiated Changes Implemented in Period) / (Total Number of ILEC Changes Requested)] x 100

- Ratios will be expressed in terms of percentage and compared.
- Counts of rejected and pending requests also will be reported monthly for both Type 4 (ILEC initiated) and Type 5 (CLEC initiated) categories.

Business Rules
- These metrics are designed to measure the percent of change management notices and associated final documentation sent to the CLEC according to notification/documentation standards and timeframes prescribed by the Parties' Change Management Agreement.
- Each type of change management notice is to be reported separately (see Appendix C).
- Timely documentation is to be measured separately to the extent that times for providing documentation after each type of notice differ.
- Documentation that is not accurate and complete to the extent that CLECs can implement change to their interfaces is not considered timely sent.
- All intervals are measured in hours and hundredths of hours rounded to the nearest hundredth.
- The accumulation of elapsed time is based on business days/hours.
- Change notification must comply with agreed upon business rules for notification procedures and definition of type of change.
- Any changes made without notification will be considered "sent late".

Levels of Disaggregation and Data Retention Requirements
See Appendix C

Performance Standard
98% on-time notification
98% on-time final documentation

Measurement Detail and Standards
General

Measurement

Percent Software Certification Failures and Software Problem Resolution Timeliness

Function
OSS Software Change Problems

Calculation Methodology
Percent Software Certification Failures = Σ [(Number of Test Transactions in Test Deck – Count of Changes Required Due to CLECs Experiencing Malfunctions) / (Number of Test Transactions in Test Deck)] x 100

Percent Software Problems Resolved On-Time = Σ [Number of Times Problem Resolved on Time Number of Problems Resolved] x 100

Average Delay Hours/Days for Software Problem =Σ [(Date and Time Problem Resolution Confirmed by CLEC –Date and Time Problem Resolution Due) / (Total Number of Problems Resolved)]

Business Rules
- ILEC test deck may either represent regression testing of a new software release or progression testing of software being released for the first time. A regression test deck is a collection of test scenarios designed to verify that functionality in a software release that was available in a previous release continues to work as prescribed. A progression test deck is a collection of test scenarios designed to verify that functionality in a software release that is being introduced for the first time (or is being removed) works as prescribed.
- Test scenario is a description of a business event and the systems transactions performed to accomplish the business event. Test scenarios also include pre-conditions, input date and expected results.
- During a 30 day period following release to production, ILEC will track the number of changes required as a result of CLEC experiencing malfunctions during the execution of transactions directly related to the pre-defined conditions in the test desk.
- A transaction is defined as failed if the request cannot be submitted or processed or results in incorrect or improperly formatted data.
- Software validation procedures, test deck scenarios and error correction standards are to be agreed to by CLEC and the ILEC, with this metric monitoring adherence to that agreement.
- ILEC may exclude any CLEC malfunctions if both parties agree that malfunctions were CLEC's fault. If parties cannot agree on fault, then ILEC must report the number of malfunction incidents in dispute.
- Problem resolution timeliness will reflect the percentage of preorder and order transaction rejections resolved within the timeframe agreed to by CLEC and the ILEC for both errors with and without work-around.
- Problem resolution time will start being measured from time problem reported to help desk to time CLEC concurs that problem no longer exists as confirmed on resolution notice call from the ILEC's help desk.

Levels of Disaggregation and Data Retention Requirements
See Appendix C

Performance Standard
No more than 0.1% of test deck transactions should result in CLEC problems
Software errors with no work-around should be corrected in 24 hours.
Software errors with work-arounds should be corrected in 72 hours.

Measurement Detail and Standards
General

Measurement

On-time Response to UNE Bona Fide Request (BFR)

Function
Pricing

Calculation Methodology
On-time Response to UNE BFR = Σ [(Total Number of UNE BFR Requests Processed in X Days) ÷ (Total Number of UNE BFR Responses Due in Reporting Period)] x 100

Business Rules
- Elapsed time is measured in business days/hours. Clock starts when ILEC receives the CLECs application and stops when the CLEC receives a response containing preliminary pricing from the ILEC.
- "X" equals interval specified in the interconnection agreement or in state Commission rules.
- Excluded Situations:
  - Local Number Portability BFRs

Levels of Disaggregation and Data Retention Requirements
See Appendix C

Performance Standard
98%

Measurement Detail and Standards
General

Measurement

Percent Response Commitments Met (On-Time)

Function
Timeliness of Center Responses to CLEC Inquiries

Calculation Methodology
Percent Response Commitments Met = Σ [(Number of Response Commitments Met) / (Number of Responses Due in Reporting Period)] x 100

Business Rules
ILEC must report on whether or not time committed to CLEC in contracts, separate agreements or at time of call are being kept by ILEC's support centers. For instance, if contract requires a response to a billing inquiry in 24 hours, then on-time responses would be those received within 24 hours after the CLEC places a query to the appropriate point of contact and compared to all the responses to billing queries due that reporting period. If an ILEC account representative promises a response in X amount of time, the metric would address whether that commitment was met compared with all the other committed answers due that month. The measurement would be equivalent to an Estimated Time to Repair or Repair Appointment Met metric applied to non-maintenance types of problems. Missed commitments are those days/hours between the time the response was due and the time the response was actually received. For ILEC retail measurement, time to respond to end user bill questions and other business office queries would be measured.

- All queries answered while the CLEC or ILEC retail customer is on the phone will be considered on time for this metric.
- Responses do not necessarily have to resolve issue but must provide additional information on the status of resolving the query. Any new response commitment provided during the partial response must be measured for on-time performance as well and will be counted as a new commitment.
- If CLEC poses more than one question on same call, ILEC may provide different response commitments for each query and measure each query separately.
- CLEC and ILEC may devise a priority rating system for measurement by which the CLEC will identify the type of query upon reaching a representative at the CLEC center and the type of response interval required for such a query. (i.e., questions regarding problems with an OSS gateway blocking order placement or pre-order queries may receive a higher priority than a question to explain a business rule that is not impeding order activity.)
- If ILEC is uncertain about whether response qualified as meeting the commitment interval, ILEC may seek CLEC agreement that response commitment has been met. Responses that no action has been taken yet on a query do not count as timely.
- If a question is posed to the wrong center, the center receiving the query will direct the CLEC immediately to the appropriate center to respond to the question.

Levels of Disaggregation and Data Retention Requirements
By Service Center: Pre-Ordering, Ordering, Billing, Other

Performance Standard

Billing = 100% in 24 hours of request for information
Pre-Ordering/Ordering Help Desk = 98% within response commitment provided by ILEC
Other = 95% within response commitment provided by ILEC

Measurement Detail and Standards
General

Measurement

Percent On-time Response to Requests for Access to Poles, Conduits and Rights of Way

Function
Ancillary Services

Calculation Methodology
Percent On-time Response to Requests for Access to Poles, Conduits and Rights of Way = Σ [(Total Number of Requests Processed in X Days) / (Total Number of Responses Due in Reporting Period)] x 100

Business Rules
- Elapsed time is measured in business days/hours. Clock starts when ILEC receives the CLECs application, and stops when the CLEC receives a response containing preliminary pricing from the ILEC.
- "X" equals interval specified in the interconnection agreement or in state Commission rules.

Levels of Disaggregation and Data Retention Requirements
See Appendix C

Performance Standard
98% on-time response

Measurement Detail and Standards
General

Measurement

Percent of Requests for Access to Poles, Conduits and Rights of Way Rejected for Lack of Space

Function
Ancillary Services

Calculation Methodology
Percent of Requests for Access to Poles, Conduits and Rights of Way Rejected for Lack of Space = Σ [(Total Number of Requests Rejected in Reporting Period Due to Lack of Space) / (Total Number of Responses Due in Reporting Period)] x 100

Business Rules
- Elapsed time is measured in business days/hours. Clock starts when ILEC receives the CLECs application and stops when the CLEC receives a response containing preliminary pricing from the ILEC.
- Response due date is as outlined in the interconnection agreement.

Levels of Disaggregation and Data Retention Requirements
See Appendix C

Performance Standard
Diagnostic measurement

Measurement Detail and Standards
Billing

Measurement

Mean Time to Provide Daily Usage Feed

Function
Timeliness of Billing Record Delivery

Calculation Methodology
Mean Time to Provide Recorded Usage Records = Σ [(Data Set Transmission Date - Date of Message Recording) / (Count of All Messages Transmitted in Reporting Period)]

Business Rules
This measure captures the elapsed time between the recording of usage data generated either by CLEC retail customers or by CLEC access customers (by the AMA recording equipment associated with the ILEC switch) and the time when the data set, in a compliant format, is successfully transmitted to the CLEC. For each usage record, the calendar date and time of usage recording is compared to the calendar date and time of successful completion of data set transmission to the CLEC. The number of hours and tenths of hours elapsed between message recording and data set transmission will constitute the elapsed delivery time. The elapsed delivery time is accumulated for each usage record with the resulting total number of hours accumulated being divided by the number of complete usage records in all the data sets transmitted.

- The elapsed time for delivery of ILEC usage records is measured from the time of message recording, as captured on the ILEC's AMA tape, to the time the AMA tape is converted to billing format (EMR format or equivalent).
- Mean time to deliver usage records is to be reported separately for end user usage and access related usage.
- The usage accuracy measure identified here is similar to the type of measures that ILECs commonly institute in service contracts with long distance service suppliers who use ILEC billing services.
- Excluded situations:
  - Any usage record rejected due to formatting or content errors

Levels of Disaggregation and Data Retention Requirements
See Appendix D

Performance Standard
99.94% in 24 hours
100% in 48 hours

Measurement Detail and Standards
Billing

Measurement

Mean Time to Deliver Invoices

Function
Timeliness of Billing Record Delivery

Calculation Methodology
Mean Time to Deliver Invoices = Σ [(Invoice Transmission Date - Date of Scheduled Bill Cycle Close) (Count of Invoices Transmitted in Reporting Period)]

Business Rules
This measure captures the elapsed number of days between the scheduled close of a Bill Cycle and the ILEC's successful transmission of the associated invoice to the CLEC. For each invoice, the calendar date of the scheduled close of Bill Cycle is compared to the calendar date that successful invoice transmission to the CLEC completes. The number of calendar days elapsed between scheduled Bill Cycle close and completion of invoice transmission will constitute the elapsed delivery time. The elapsed delivery time is accumulated for each invoice with the resulting total number of days accumulated divided by the number of complete invoices sent in the reporting period.

- The elapsed time for ILEC invoice delivery is measured from the scheduled close date of the retail customer bill cycle to the transmission of the customer bill to CLEC in a format appropriate for delivery to retail customers.
- Excluded situations:
  - Any invoices rejected due to formatting or content errors

Levels of Disaggregation and Data Retention Requirements
See Appendix D

Performance Standard
100% in 48 hours

Measurement Detail and Standards
Billing

Measurement

Percent Invoice Accuracy

Function
Accuracy of Billing Records

Calculation Methodology
Percent Invoice Accuracy = Σ [(Count of Dollars Adjusted During Billing Period) / (Total Dollars Billed In Reporting Period)] x 100

Business Rules
For CLEC Results: The completeness of content, accuracy of information and conformance of formatting will be determined based upon the terms of this agreement as outlined in Attachment VIII. The ILEC will establish a quality control process that is disclosed to CLECs and that is no less rigorous than the most rigorous quality monitoring established in the ILEC billing service contracts for long distance service providers. The quality monitoring process must be disclosed in advance and process auditing must be permitted. The records and invoices delivered by the ILEC must simultaneously meet the standards relating to content, accuracy and formatting in order to be counted as accurate.

For ILEC Results: The computation for the ILEC is identical to that described for the CLEC. The usage accuracy determination is based upon comparison of the usage records, following format conversion to the EMR (or equivalent) format as compared to the internally established content and formatting requirements. Likewise, the accuracy measure for invoice delivery will be based upon a statistically reliable comparison of ILEC invoices to the content, calculation methodology and formatting standards of the ILEC. Separate comparisons are to be made for retail service invoices and access invoices with the results compared to wholesale (total service resale) and UNE invoices, respectively.

Other Clarifications and Qualifications:
- ILEC also will provide number of billing errors that comprise total amount adjusted.
- The wholesale invoice accuracy identified here is analogous to the measures contained within the Billing Quality Assurance Programs that the ILECs have with interchange carriers for monitoring access billing quality. If a sampling process is used to monitor accuracy, then the study results must be reconfirmed no less than quarterly.
- Excluded situations:
  - Adjustments that are not related to billing errors; for example: incentive regulation credits, performance remedies, and special promotional credits, unless billed incorrectly, then they are included

Levels of Disaggregation and Data Retention Requirements
See Appendix D

Performance Standard
99.99%

Measurement Detail and Standards
Billing

Measurement and Purpose

Percent Usage Accuracy

Function
Accuracy of Billing Records

Calculation Methodology
Usage Accuracy = Σ [(Number of Usage Records Delivered in the Reporting Period That Reflected Complete Information Content and Proper Formatting) / (Total Number of Usage Records Transmitted)] x 100

Business Rules
For CLEC Results: The completeness of content, accuracy of information and conformance of formatting will be determined based upon the terms of this agreement as outlined in Attachment VIII. The ILEC will establish a quality control process that is disclosed to CLECs and that is no less rigorous than the most rigorous quality monitoring established in the ILEC billing service contracts for long distance service providers. The quality monitoring process must be disclosed in advance and process auditing must be permitted. The records delivered by the ILEC must simultaneously meet the standards relating to content, accuracy and formatting in order to be counted as accurate. This measurement is expressed as a percentage of accurate records to the total records delivered.

For ILEC Results: The computation for the ILEC is identical to that described for the CLEC. The usage accuracy determination is based upon comparison of the usage records, following format conversion to the EMR (or equivalent) format as compared to the internally established content and formatting requirements. Separate comparisons are to be made for retail service invoices and access invoices with the results compared to wholesale (total service resale) and UNE invoices, respectively.

Other Clarifications and Qualifications:
- The CLEC must report to ILEC within X days of receipt of usage records that do not have complete information content or proper formatting. Reporting will be on a delayed basis based on timeframe negotiated for CLEC to report on errors.
- This measurement captures the accuracy of the customer's service and access usage.
- The usage accuracy measure identified here is similar to the type of measures that ILECs commonly institute in service contracts with long distance service suppliers who use ILEC billing services.

Levels of Disaggregation and Data Retention Requirements
See Appendix D

Performance Standard
99.99%

Measurement Detail and Standards
Billing

Measurement and Purpose

Percent Billing Errors Corrected in X Days

Function
Timeliness of Billing Error Corrections

Calculation Methodology
Percent Billing Errors Corrected in X Days = Σ [(Number of ILEC Responses in X Days/Hours) / (Total Number of Queries in Reporting Period)] x 100

Business Rules
- This measurement applies to the daily usage feed.
- Performance for this measurement is measured at two levels:
  - Severity 1 Bill Affecting where X = 24 hours with a maximum of 5 business days to correct error
  - Severity 2 Non-Bill Affecting where X = 3 business days with a maximum of 10 business days to correct error
- Elapsed time is measured in business days/hours. Clock starts when ILEC receives the CLEC's query or request for an adjustment (whether in electronic, written or voice form) and the clock stops when the CLEC receives the correct usage record from the ILEC.
- The ILEC shall send correct usage record within X days/hours of receipt of a query.
- Only usage records fully corrected to the CLEC's specifications will be considered timely.
- Excluded situations:
  - CLEC may agree to exclude adjustments disputed by ILEC from metric. If ILEC does not wish to pursue mutual agreement on such exclusion, ILEC must report separately the number of queries in dispute at end of the month as separate sub-metric

Levels of Disaggregation and Data Retention Requirements
See Appendix D

Performance Standard
Severity 1 = 90% corrected in 24 hours and 100% in 5 business days
Severity 2 = 90% corrected in 3 business days and 100% in 10 business days

Measurement Detail and Standards

Operator Services, Directory Assistance and Listings (OS, DA & DL)

Measurement

Mean Time to Answer

Function

Speed to Answer OS/DA

Calculation Methodology

Mean Time To Answer = Σ [(Date and Time of Call Answer - Date and Time of Call Receipt) / (Total Calls Answered on Behalf of the CLECs in Reporting Period)]

Business Rules

Speed of answer is monitored through the call management technology used to distribute calls to ILEC agents supporting CLEC activities (i.e., call receipt personnel staffing Directory Assistance or Operator Service Positions). It is determined by measuring and accumulating the elapsed time from the entry of a CLEC retail customer call into the ILEC call management system queue until the CLEC retail customer call is transferred to the ILEC personnel assigned to handle CLEC calls for assistance (whether DA or OS). The elapsed time is measured in seconds and tenths of seconds rounded to the nearest tenth of a second.

- The "speed to answer" measure is directly analogous to speed of answer minimum service standards established within many states.
- Results must be reported separately for CLECs that use facilities-based interconnection, as customer calls to OS and DA will arrive at the operator center on unique facilities. For CLECs that use common facilities to deliver customer calls to the operator center, results may be reported for the CLEC industry in aggregate until the capability to measure specific CLEC results exists.
- If the ILEC call management technology cannot measure speed of answer on a call specific basis, then an alternate methodology that simulates speed of answer based upon the average time for component parts of the call (e.g. queue to VRU + VRU to queue + queue to agent answer) can be utilized by mutual consent of the ILEC and CLEC.
- Excluded situations:
  - Calls abandoned by customers prior to answer by the ILEC OS or DA Operator

Levels of Disaggregation and Data Retention Requirements

See Appendix E

Performance Standard

Parity or end-user standard, whichever is faster

Measurement Detail and Standards

Operator Services, Directory Assistance and Listings (OS, DA & DL)

Measurement

Mean Time Allotted to Proof Listing Updates

Function
Time Allotted to Proof Listing Updates Before Publication

Calculation Methodology
Mean Time Allotted to Proof Listing Updates Before Book Close Date = Σ [(Date & Time of Directory Publication Deadline – Date and Time Updates Available for Proofing) / (Total Number of Updates Provided for Proofing During Reporting Period)]. This measurement should be calculated and reported separately for First and Second Proofs.

Business Rules
Time Allotted To Proof Listing Updates encompasses the amount of review time afforded to CLECs for the purposes of validating directory listings prior to directory publication. If electronic access permits a CLEC to view, on demand, its customers' listings as they will be published, then this measure is not necessary; however, an interface availability measurement should be included within the reporting dimensions for the "General" OSS systems measurements. The directory proofing interval information should be captured and retained for each directory published. The interval is measured from the date and time the CLEC receives a final listing of customer-related information that will be contained within the ILEC's next directory publication to the final date and time for submission of changes to the listings provided. The second book close proof is required to ensure that corrections indicated in the first proof have been made.

Levels of Disaggregation and Data Retention Requirements
See Appendix E

Performance Standard

First Proof: 60 calendar days prior to Directory Close Date
Second Proof: 14 calendar days prior to Directory Close Date

Measurement Detail and Standards
Network Performance

Measurement

Percent Call Completion

Function
Interconnect Traffic Engineering Trunking Capacity

Calculation Methodology
Percent Call Completion = Σ [(Total Number of Blocked Call Attempts (Separate Measures For Inbound and Outbound) During the Busy Hour) / (Total Number of Call Attempts During Busy Hour)] x 100

Business Rules
For CLEC Results: For determining call blocking, the number of CLEC customer call attempts where the customer dials a valid telephone number is accumulated for the reporting period. The number of blocked call attempts experienced by CLEC customers, where a call to a valid telephone number was not completed by the network because of ILEC-controlled capacity limitations or other ILEC network trouble, also is accumulated during the reporting period. At the end of the reporting period, the total number of blocked attempts is divided by the total number of attempts and the ratio is expressed as a percentage. For inbound calling, the results will measure calls originating on the ILEC's network and blocked from terminating on the CLEC's network.

- CLECs may agree to call completion reports in lieu of, or in addition to, blocking reports

For ILEC Results: The approach is identical to that described for the CLEC, except that the network performance is measured only for representative ILEC service configurations.

Levels of Disaggregation and Data Retention Requirements
See Appendix F

Performance Standard
Common Trunks: No more than 1% of end offices may have more than 2% blockage per month based on the Erlang B.01 scale. Where CLEC traffic traverses a separate common network from LEC traffic, no more than 2% of end offices may have more than 2% blocking.

Dedicated Trunks: Engineered so that no trunk group may have more than 1% blockage (B.01 design standard) per month.

Measurement Detail and Standards
Network Performance

Measurement

Percent of ILEC Responses to Reciprocal Trunk Requests in X Days

Function
ILEC Resizing of Trunks to Avoid Blocking

Calculation Methodology
Percent of ILEC Responses to Reciprocal Trunk Requests in X Days = Σ [(Number of ASRs/FOCs Sent in X Days Responding to CLEC TGSR/Email or ASR Requesting Resizing of Inbound Trunk Groups From ILEC to CLEC) / (All Requests for Resizing)] x 100

Business Rules
- Count begins when CLEC requests additional inbound trunks because the addition of a new customer will cause blocking on existing trunk groups from the ILEC to the CLEC.
- Requests may be sent though email, Trunk Group Service Requests or by an ASR with ILECs ACNA instead of CLEC identification used for outbound trunks ordered from ILEC.
- Count stops when CLEC receives an ILEC ASR or FOC, depending on which CLEC ordering method provides complete and accurate information and a committed due date in line with intervals established for outbound trunks.

Levels of Disaggregation and Data Retention Requirements
See Appendix A

Performance Standard
98% in 5 days
100% in same interval as FOC for outbound trunk requests found in Appendix I

Measurement Detail and Standards
Network Performance

Measurement

Mean Time to Notify CLEC

Function
Reporting Network Disruptions And Restorations

Calculation Methodology
Mean Time to Notify CLEC (Disruptions) = Σ [(Date and Time ILEC Notified CLEC of Network Disruption - Date and Time ILEC Detected Network Disruption) / (Count of Network Disruptions)]

Mean Time to Notify CLEC (Restorations) = Σ [(Date and Time ILEC Notified CLEC of Restoration - Date and Time ILEC Completed Restoration) / (Count of Restorations)]

Business Rules
This measurement monitors the timeliness with which ILEC notifies CLEC of major network disruptions and restorations that impact the CLEC's network and customers. The results will be based on the time it takes for the ILEC's centralized control center to notify the CLEC and ILEC of a customer impacting network incident in facilities utilized by the CLEC. When the ILEC's Centralized Control Center becomes aware of the network incident, they must electronically notify both the ILEC and the CLEC.

- The notification time for each outage will be measured in minutes, on a 7 by 24 basis, and divided by the number of outages for the reporting period.
- Notifications must be provided for all incidents above the threshold contained in Attachment VIII of the contract.

Levels of Disaggregation and Data Retention Requirements
See Appendix F

Performance Standard
10 minutes

Measurement Detail and Standards
Collocation Provisioning

Measurement

Mean Time to Respond to Collocation Request

Function
Collocation Provisioning

Calculation Methodology
Mean Time To Respond To Collocation Request = Σ [(Request Response Date – Request Submission Date) / (Count of Request Responses Issued)]

Business Rules
The response interval for each space request is determined by computing the elapsed time from the ILEC receipt of a collocation request (or inquiry) from the CLEC to the time the ILEC returns the requested information or commitment to the CLEC. Elapsed time is accumulated for each type of collocation space request and then divided by the associated total number of collocation requests received by the ILEC during the report period.

- Elapsed time is measured in calendar days and hours.
- A response to the collocation request will only be considered to be "received" if it is a thorough and actionable plan (i.e., a simple "yes" or "no" is not sufficient).
- Questions about the CLECs collocation request do not count as a "received response."
- Excluded situations:
  - CLEC cancellations or requested delays.

Levels of Disaggregation and Data Retention Requirements
See Appendix E

Performance Standard
10 days

Measurement Detail and Standards
Collocation Provisioning

Measurement

Mean Time to Provide Collocation Arrangement

Function
Collocation Provisioning/Augment Provisioning

Calculation Methodology
Mean Time To Provide Collocation Arrangement = Σ [(Date and Time Collocation Arrangement is Complete – Date and Time Collation Application Submitted) / (Number of Collocation Arrangements Complete)]

Mean Time To Provide Collocation Augments = Σ [(Date and Time Collocation Augment is Complete – Date and Time Collocation Augment Submitted) / (Number of Collocation Augments Complete)]

Business Rules
The interval is the elapsed time from the ILEC's receipt of an order for collocation or augment of an existing collocation from the CLEC to the CLECs acceptance of the collocation or augments to existing collocation without major exceptions. The ILEC will not be deemed to have completed work on a collocation cage until the cage is suitable for use by the CLEC, and the cable assignment information necessary to use the facility has been provided to the CLEC.

Elapsed time for each order is then divided by the associated total number of collocation orders completed within the reporting period for each type of collocation. Augment intervals will be reported separately and further disaggregated between (1) augments of cabling only and (2) more extensive augments involving additions space and changes to powering arrangements. The measurement is similar to the Average Completion Interval for resold services and unbundled network element orders and could be reflected as a separate category of that measurement.

This metric is designed for all types of collocation , including but not limited to physical, caged, shared caged, caged common, cageless, adjacent on-site, adjacent off-site, augments to physical, virtual, augments to virtual, etc.

- Elapsed time is measured in calendar days and hours.
- Excluded situations:
  - CLEC cancellations or requested delays

Levels of Disaggregation and Data Retention Requirements
See Appendix G

Performance Standard
90 days for physical collocation
60 days for virtual collocation
30 days for cabling augments
60 days for more extensive augments

Measurement Detail and Standards
Collocation Provisioning

Measurement

Percent Collocation Due Dates Missed

Function
Collocation Provisioning/Augment Provisioning

Calculation Methodology
Percent Due Dates Missed = Σ [(Number of Orders Not Completed By ILEC Committed Due Date) / (Total Number of Orders Completed During the Reporting Period)]

Business Rules
For each type of collocation and for cabling only and more extensive augments (cabling, space and powering), both the total numbers of orders completed within the reporting interval and the number of orders completed but missing the committed due date (as specified on the initial confirmation returned to the CLEC) are counted. The resulting count of orders completed later than the committed due date is divided by the total number of orders completed. The measurement is similar to the Percent Completed on Time for resold services and unbundled network element orders and could be reflected as a separate category within the Percent Completed on Time measurement.

On time delivery is not met if CLEC has major exceptions and does not accept the collocation or if accurate and complete information for augmenting the collocation is not loaded into the ILEC's TIRKs database. The ILEC will not be deemed to have completed work on a collocation until the cage is suitable for use by the CLEC, and the cable assignment information necessary to use the collocation or augment has been provided to the CLEC.

This metric is designed for all types of collocation , including but not limited to physical, caged, shared caged, caged common, cageless, adjacent on-site, adjacent off-site, augments to physical, virtual, augments to virtual, etc.

- Elapsed time is measured in calendar days and hours.
- Excluded situations:
  - CLEC cancellations or requested delays

Levels of Disaggregation and Data Retention Requirements
See Appendix G

Performance Standard
Less than 2%

Measurement Detail and Standards
Collocation Provisioning

Measurement

Average Collocation Delay Days for Missed Due Dates

Function
Collocation Provisioning/Augment Provisioning

Calculation Methodology
Average Delay Dates for Missed Due Dates =Σ [(Date Collocation Completed – Committed Due Date) / (Total Number of Missed Collocations)]

Average Delay Dates for Missed Due Dates =Σ [(Date Augment Completed – Committed Due Date) / (Total Number of Missed Augment Due Dates)]

Business Rules
This measurement shows the average delay days caused by the ILEC to complete collocation facilities.

- The clock starts on the committed due date and stops on the date collocation is accepted by CLEC and TIRKS database accurately and completely updated.
- Elapsed time is measured in calendar days and hours.
- This metric is designed for all types of collocation , including but not limited to physical, caged, shared caged, caged common, cageless, adjacent on-site, adjacent off-site, augments to physical, virtual, augments to virtual, etc.
- Excluded situations:
  - Delays caused or requested by CLEC

Levels of Disaggregation and Data Retention Requirements
See Appendix G

Performance Standard
No more than 5 days delay for physical
No more than 3 days delay for virtual
No more than 3 days for cabling-only augments
No more than 5 days for more extensive augments

Measurement Detail and Standards
Databases

Measurement

Average Update Interval

Function
Database Updates

Calculation Methodology
Average Update Interval = Σ [(Completion Date and Time of Database Update – Submission Date and Time of Database Change) / (Total Number of Updates Completed During Reporting Period)]

Business Rules
The actual update interval is determined for each update processed during the reporting period. It is the elapsed time from the ILEC receipt of a syntactically correct transaction from the CLEC to the ILEC's accurate completion of updating all databases affected by the CLEC activity. Elapsed time for each update is accumulated for each affected database (e.g., E911/911, LIDB, Directory and Directory Listings). The time required to update each database is accumulated and then divided by the associated total number of updates completed within the reporting period.

- For LIDB, the elapsed time for an ILEC update is measured from the point in time when the ILEC's file maintenance process makes the LIDB update information available until the date and time reported by the ILEC that database updates are completed.
- The Completion Date is the date upon which the ILEC issues the Update Completion Notice to the CLEC.
- If the CLEC initiates a supplement to the originally submitted update and the supplement reflects changes in customer requirements (rather than responding to ILEC initiated changes), then the update submission date and time will be the date and time of ILEC receipt of a syntactically correct update supplement. Update activities responding to ILEC-initiated changes will not result in changes to the update submission date and time used for the purposes of computing the update completion interval.
- Elapsed time is measured in hours and hundredths of hours rounded to the nearest tenth of an hour.
- The accumulation of elapsed time is based on business days.
- Excluded situations:
  - Updates cancelled by the CLEC
  - Initial update when supplemented by CLEC
  - ILEC updates associated with internal or administrative use of local services

Levels of Disaggregation and Data Retention Requirements
See Appendix H

Performance Standard
Directory Assistance: 24 hours
Directory Listings: 24 hours
E911: 48 hours
LIDB: Parity
MSAG: Parity
Other: 24 hours

Measurement Detail and Standards
Databases

Measurement

Percent Update Accuracy

Function
Database Updates

Calculation Methodology
Percent Update Accuracy = Σ [(Number of Updates Completed Without Error) / (Number Updates Completed)] x 100

Business Rules
For each update completed during the reporting period, the original update that the CLEC sent to the ILEC is compared to the Database following completion of the update by the ILEC. An update is "completed without error" if the database completely and accurately reflects the activity specified on the original and supplemental update (e.g., orders) submitted by the CLEC. Each database (e.g., E911/911, LIDB, Directory Assistance and Directory Listings) should be separately tracked and reported.

- Excluded situations:
  - Updates cancelled by the CLEC
  - Initial update when supplemented by CLEC
  - ILEC updates associated with internal or administrative use of local services

Levels of Disaggregation and Data Retention Requirements
See Appendix H

Performance Standard
Directory Assistance: 98% completed without error
Directory Listings: 98% completed without error
E911: 99% completed without error
LIDB: Parity
MSAG: Parity

Measurement Detail and Standards
Databases

Measurement

Percent NXXs Loaded and Tested Prior to the LERG Effective Date

Function
Database Updates

Calculation Methodology
Percent NXXs Loaded and Tested Prior to the LERG Effective Date = Σ [(Number of NXXs Loaded and Tested by LERG Date) / (Total NXXs Loaded and Tested)] x 100

Business Rules
Data for the initial NXX(s) in a local calling area will be based on the LERG effective date or completion of the initial interconnection trunk group(s), whichever is longer. Data for additional NXXs in the local calling area will be based on the LERG effective date.

Levels of Disaggregation and Data Retention Requirements
See Appendix H

Performance Standard
100%

Appendix A: Ordering and Provisioning
Levels of Disaggregation and Data Retention Requirements

The following provides detail regarding the levels of disaggregation (i.e., sub-metrics, reporting dimensions) and data retention requirements for all measurements in this section.

Levels of Disaggregation

- Company
- Service
  - Resold Residence POTS
  - Resold Business POTS
  - Resold BRI ISDN
  - Resold PRI ISDN
  - Resold Centrex/Centrex-like
  - Resold Analog PBX trunks
  - Resold DID Trunks
  - Resold Voice-Grade Private Line
  - Resold DS1 Services
  - Resold DS3 Services
  - Resold >DS3 Services
  - Other Resold Services
  - UNE Platform (at least DS0 loop + local switch + transport elements)
  - UNE Channelized DS1 (DS1 loop + multiplexing)
  - Unbundled or UNE-derived 8 dB Analog Loops
  - Unbundled or UNE-derived 2-wire Digital Loops
  - Unbundled or UNE-derived 4-wire Digital Loops
  - Unbundled or UNE-derived ADSL Loops
  - Unbundled or UNE-derived HDSL Loops
  - Unbundled or UNE-derived xDSL Loops
  - Other Unbundled or UNE-derived Loops
  - UNE Analog Switch Port (line side)
  - UNE BRI Capable Switch Port (line side)
  - UNE DS1 Switch Port (line side)
  - UNE PRI Switch Port (trunk side)
  - UNE DID-capable Switch Port (trunk side)
  - UNE Message Trunk Port
  - UNE Dedicated DS0 Transport
  - UNE Dedicated DS1 Transport
  - UNE Dedicated DS3 Transport
  - Interconnect Trunks (DS0s, DS1s and DS3s,
  - Two-Way Trunking, Inbound Augments, separately)
  - Common Transport
  - ILNP
  - PNP
  - ILNP-to-LNP conversions
- Order Activity
  - New Service Installations
  - Service Migrations Without Changes
  - Service Migrations With Changes
  - Local Number Porting
  - Inside Move
  - Outside Move
  - Records Change
  - Feature Changes
  - Service Disconnects
  - Translation Disconnects
  - Standalone Directory Listing (DL)

  - Standalone Directory Assistance (DA) Listing
  - Standalone DL & DA Activity
- Geographic Scope
- Volume Category
- Interface Type
- Type of loop or UNE Combination Cutover and Type of NP involved (i.e., ILNP, PHP or ILNP to PNP conversion)
- Reason for Hold (if applicable)

Data Retained Relating to CLEC Experience

All Reports
- Report month
- Service type (see above for detail)
- Activity type (see above for detail)
- Geographic scope

Order Rejection Codes
- Invalid Address
- Address Errors
- End User Name Doesn't Match ILEC Records
- Incorrect Directory Assistance Listing/Due Date
- Duplicate PON
- Winback (Customer Returned to ILEC)
- ILEC System Problem
- TN Already Disconnected

Order Completion Reports
- CLEC order number
- Order submission date
- Order submission time
- Order completion date
- Order completion time

Order Quality Reports
- Count of orders completed without manual intervention
- Count of FOCs/LSRCs
- Count of syntax rejects
- Count of legacy system rejects
- Interface type
- Original order date for rejected orders
- Rejection notice date and time
- Volume Category
- Manual Fallout (for mechanized orders only)

Order Status Reports
- Interface type
- CLEC order number
- Order submission date and time
- Order submission time
- Status type (reject, FOC/LSRC, Jeopardy Type, Completion Notice)
- Status notice date and time

- Order activity
- Order due date

Coordinated Cutover Reports
- Committed due date and time (from FOC/LSRC)
- Completion date and time
- Volume Category

Held Order Reports
- CLEC order number
- Committed due date
- Report period close
- Hold Reason

Data Retained Relating to ILEC Performance:

All Reports
- Report month
- Service type (see above for detail)
- Activity type (see above for detail)
- Geographic scope

Order Rejection Codes
- Invalid Address
- Address Errors
- End User Name Doesn't Match ILEC Records
- Incorrect Directory Assistance Listing/Due Date
- Duplicate PON
- Winback (Customer Returned to ILEC)
- ILEC System Problem
- TN Already Disconnected

Order Completion Reports
- Average order completion interval
- Standard error for the order completion interval
- Count of orders completed
- Count of orders completed by the due date
- Average offered interval
- Volume category

Order Quality Reports
- Count of orders completed without manual intervention
- Count of FOCs/LSRCs
- Count of syntax rejects
- Count of legacy system rejects
- Interface type
- Volume category

Order Status
- Interface Type
- Status type (reject, FOC/LSRC, Jeopardy Type, Completion Notice)
- Average status interval

- Standard error of status interval
- Number of orders reflected in result
- Order due date

Coordinated Cutover Reports

- Number of early conversions
- Number of conversions > 30 minutes late
- Total number of conversions
- Average conversion interval
- Standard error of conversion interval
- Volume Category

Held Order Reports

- Average held order interval
- Standard error for average held order interval
- Number of orders rejected
- Hold Reason

Appendix B: Maintenance and Repair
Levels of Disaggregation and Data Retention Requirements

The following provides detail regarding the levels of disaggregation (i.e., sub-metrics, reporting dimensions) and data retention requirements for all measurements in this section.

Levels of Disaggregation

- Service Type
  - Resold Residence POTS
  - Resold Business POTS
  - Resold BRI ISDN
  - Resold PRI ISDN
  - Resold Centrex/Centrex-like
  - Resold Analog PBX trunks
  - Resold DID Trunks
  - Resold Voice-Grade Private Line
  - Resold DS1 Services
  - Resold DS3 Services
  - Resold >DS3 Services
  - Other Resold Services
  - UNE Platform (at least DS0 loop + local switch + transport elements)
  - UNE Channelized DS1 (DS1 loop + multiplexing)
  - Unbundled or UNE-derived 8 dB Analog Loops
  - Unbundled or UNE-derived 2-wire Digital Loops
  - Unbundled or UNE-derived 4-wire Digital Loops
  - Unbundled or UNE-derived ADSL Loops
  - Unbundled or UNE-derived HDSL Loops
  - Unbundled or UNE-derived xDSL Loops
  - Other Unbundled or UNE-derived Loops
  - UNE Analog Switch Port (line side)
  - UNE BRI Capable Switch Port (line side)
  - UNE DS1 Switch Port (line side)
  - UNE PRI Switch Port (trunk side)
  - UNE DID-capable Switch Port (trunk side)
  - UNE Message Trunk Port
  - UNE Dedicated DS0 Transport
  - UNE Dedicated DS1 Transport
  - UNE Dedicated DS3 Transport
  - Interconnect Trunks (DS0s, DS1s and DS3s,
  - Two-Way Trunking, Inbound Augments, separately)
  - Common Transport
  - ILNP
  - PNP
  - ILNP-to-LNP conversions
- Trouble Type
  - Inside (Central Office) Dispatch - Out of Service
  - Outside Dispatch - Out of Service
  - Inside Dispatch – Degraded Service
  - Outside Dispatch – Degraded Service
  - No Access or No Trouble Found
  - NXXs not loaded properly by ILEC
  - NXXs not loaded properly by party other than CLEC/ILEC
  - All Other Troubles
    - "Out of Service" means that the customer has no dial tone.
    - "Dispatch" means that ILEC repair personnel must be dispatched to a location outside an ILEC building (to customer premises or other off-site facilities) to resolve the trouble.
- Geographic Scope

- Company

Data Retained Relating to CLEC Experience

- Report Month
- CLEC Ticket #
- Ticket Submission Time
- Ticket Submission Date
- Ticket Completion Time
- Trouble Resolution Time
- Trouble Resolution Date
- Service Type
- WTN or CKTID (a unique identifier for elements combined in a service configuration)
- Trouble Type (see above)
- Geographic Scope

Data Retained Relating to ILEC Performance:

- Report month
- Average restoral interval
- Standard error for the average restoral interval
- Service type
- Trouble type (see above)
- Geographic scope
- Number of tickets
- Count of troubles
- Percent of repeat troubles
- Count of repeat troubles
- Number of service access lines

Appendix C: General

Levels of Disaggregation and Data Retention Requirements

The following provides detail regarding the levels of disaggregation (i.e., sub-metrics, reporting dimensions) and data retention requirements for all measurements in this section.

Levels of Disaggregation

- Company
- Interface type offered for each functional area (See Appendix A)
- Business Period (8:00AM to 8:00PM local time versus 8:00PM to 8:00AM, weekends and holidays)
- Pre-ordering query types (See Appendix A)
  - Due Date Reservation (if separate transaction from Appointment Scheduling)
  - Feature Function Availability
  - Facility Availability (if separate transaction from Feature/Function Availability)
  - Qualification of Loops for Advanced Digital Services
  - Street Address Validation
  - Service Availability Information (if separate transaction from Feature/Function Availability)
  - Appointment Scheduling
  - Customer Service Records
  - Telephone Number
  - PIC
  - Rejected or Failed Queries (regardless of type)
- Maintenance query types (See Appendix A)
  - Create (or confirm logging of) a Maintenance Request
  - Obtain Status
  - Obtain Test Results
  - Cancel Request
  - Rejected of Failed Queries (regardless of type)
  - Clearance Notification
  - Closure Notification
- Support center type
- Change Management Notifications
  - Type 1 – Changes to systems/processes that require immediate implementation to correct error conditions or other situations impacting normal day-to-day operations
  - Type 2 – Changes to systems/processes that are required to meet specific regulatory obligations
  - Type 3 – Changes to systems/processes for industry standard releases (such as upgrading from LSR 2 to LSR 3 as implemented in an EDI standard)
  - Type 4 – Changes to systems/processes that are related to upgrades and enhancements as well as preplanned maintenance changes that originate from ILEC
  - Type 5 -- Changes to systems/processes that are related to upgrades and enhancements that originate from CLEC
  - Category A – Changes which impact interfaces or interface operations
  - Category B – Changes which impact business processes
  - Final Documentation Associated with Change Management Notices (disaggregation required to extent intervals differ for when final documentation due after notice type)
- Software Problem Resolution
  - Software Problems with work-arounds
  - Software Problems without work-arounds

Data Retained Relating to CLEC Experience

All Reports

- Report month

System Availability

- Interface type (identifies each unique interface available to CLECs)
- Business period

- Scheduled hours available
- Actual hours available

Center Responsiveness
- Center identifier
- Center type
- Mean speed of answer
- Standard error for mean speed of answer
- Count of calls answered
- Count of calls abandoned

Average Response Interval for Real-time OSS Queries
- Query identifier (e.g., unique tracking number)
- Query receipt date by ILEC
- Query receipt time by ILEC
- Query type (per reporting dimension)
- Response return date
- Response return time

Data Retained Relating to ILEC Performance

All Reports
- Report month

System Availability
- Report Month
- Functionality Identification
- Business Period
- Percent Availability of Functionality

Center Responsiveness
- Center identifier
- Center type
- Means speed of answer
- Standard error for mean speed of answer
- Count of calls answered
- Count of calls abandoned

Average Response Interval for Real-time OSS Queries
- Interface Type
- Query Type (per reporting dimension)
- Mean response interval
- Query Count
- Standard error of the mean response interval

Appendix D: Billing

Levels of Disaggregation and Data Retention Requirements

The following provides detail regarding the levels of disaggregation (i.e., sub-metrics, reporting dimensions) and data retention requirements for all measurements in this section.

Levels of Disaggregation

- Company
- Type of record (end user or access) or Invoice (resale, UNE or interconnection services)

Data Retained Relating to CLEC Experience

All Reports

- Report month
- Record type or invoice type

Timeliness of Billing Record Delivery

- Mean delivery interval
- Standard error of delivery interval
- Number of messages or invoices delivered

Accuracy of Billing Records

- Number of records with errors
- Number of records delivered

Data Retained Relating to ILEC Performance

All Reports

- Report month
- Record type or invoice type

Timeliness of Billing Record Delivery

- Mean delivery interval
- Standard error of delivery interval
- Number of messages or invoices delivered

Accuracy of Billing Records

- Number of records with errors
- Number of records created

Appendix E: OS, DA & DL

Levels of Disaggregation and Data Retention Requirements

The following provides detail regarding the levels of disaggregation (i.e., sub-metrics, reporting dimensions) and data retention requirements for all measurements in this section.

Levels of Disaggregation

- Company
- Operator Services By Center
- Directory Assistance By Center
- Directory Listings By Directory

Data Retained Relating to CLEC Experience

- Month
- Type of Measurement (OS Calls, DA Calls or Directory Listing
- Center Identifier (or Directory ID for DL)
- Mean Speed of Answer (OS & DA only)
- Standard Error for Mean Speed of Answer (OS & DA only)
- Number of Calls Answered (OS & DA only)
- Directory Close Date (DL only)
- List Availability Date (DL only)

Data Retained Relating to ILEC Experience

- Month
- Type of Measurement (OS Calls, DA calls or Directory Listings)
- Center Identifier (or Directory ID for DL)
- Mean Speed of Answer (OS & DA only)
- Standard Error for Mean Speed of Answer (OS & DA only)
- Standard Error for Mean Speed of Answer (OS & DA only)
- Directory Close Date (DL only)
- Listing Availability Date (DL only)

Appendix F: Network Performance

Levels of Disaggregation and Data Retention Requirements

The following provides detail regarding the levels of disaggregation (i.e., sub-metrics, reporting dimensions) and data retention requirements for all measurements in this section.

Levels of Disaggregation

- Trunk Capacity Type (DS0, DS1, DS3, etc.)
- By Switch (Serving CLEC) and tandem for CLEC
- By Switch (Serving CLEC) and tandem for ILEC
- Company
- Geographic Scope
- Type of Reportable Incident: Disruption or Restoration

The following types of reportable incident should be reported on, but disaggregation by type (except disruption vs. restoration in total) is not necessary:

Switching (Local/Tandem):

- Complete loss of call processing capability from a switch (host/remotes) lasting 2 minutes or longer
- Network Incident (Loss of Dial Tone) affecting one thousand access lines
- Media Interest: Any interruption or outage that may cause public or news media attention

Transport:

EQUIPMENT AND/OR FACILITY FAILURES

- Local (200 or more working pairs affected, causing loss of dial tone)
- Toll/EAS (Isolation of an entire exchange) > 2 minutes
- Fiber (Any working fiber providing customer service that fails without protection) lasting > 2 minutes
- A transport equipment failure (E.G. DACS) > 2 minutes

BROADBAND

- Frame Relay (A failure of one or more channelized T1 carrier systems or two or more non-channelized T1 carrier systems)
- ATM (A failure of one OC3 or two DS3s)
- SMDS (A failure of one DS3 or four T1s)
- Packet Switching (Any failure of an access module (AM) or resource module (RM))

NARROWBAND

- 5 T1 carrier systems (within a switch)
- Fiber (Any working fiber providing customer service that falls without protection)
- Media Interest: Any interruption or outage that may cause public or news media attention

SS7:

- Loss of mated pair of STP or SCP > 2 minutes
- Media Interest: Any interruption or outage that may cause public or news media attention

Trunking:

- Loss of intra/interoffice calling lasting 2 minutes or longer (e.g. Toll and/or EAS)
- Media Interest: Any interruption or outage that may cause public or news media attention

911:

- A central office isolation from the E911 network for 2 minutes or longer
- Loss of 25% or more of the trunking capabilities from an E911 tandem to the PSAPs it serves for 2 minutes or longer (e.g. translations, trunking frame failure, etc.)
- A PSAP isolation from the E911 network for 2 minutes or longer (e.g. translations, trunking problems, etc.)
- A transport cable failure that isolates a central office from the E911 network; (Local switch to the E911 tandem) transport cable failure that isolates a PSAP from the E911 tandem; a transport cable failure that results in the loss of 25% or more of the trunks/circuits (aggregate from an E911 tandem to the PSAPs served by that Tandem; a transport equipment failure that isolates a central office from the E911 network; a transport equipment failure that isolates a

Public Safety Answering Point (PSAP) tandem; or a transport equipment failure that results in the loss of 25% or more of the trunks/circuits (aggregate) from an E911 tandem to the PSAPs served by that tandem

- Federal Government, equipment or facility affecting 5 or more military special communication, isolations of FAA location or air ground facilities, state and local agencies interruptions seriously affecting service to police, fire departments, hospitals, press, military, PBS's, etc.

Data Retained Relating to CLEC Experience

- Report Month
- By Switch (Serving CLEC) for CLEC
- Trunk Capacity Type
- Trunk Group Identifier
- Geographic Identifier
- Busy Hour and Day
- Calls Attempted
- Calls Blocked
- Type of Event
- Meantime to notify CLEC
- Number of Events

Data Retained Relating to ILEC Experience

- Report Month
- By Switch (Serving CLEC) for ILEC
- Trunk Capacity Type
- Trunk Group Identifier
- Geographic Identifier
- Busy Hour and Day
- Calls Attempted
- Calls Blocked
- Type of Event
- Mean Time to Detect Event
- Number of Events

Appendix G: Collocation Provisioning
Levels of Disaggregation and Data Retention Requirements

The following provides detail regarding the levels of disaggregation (i.e., sub-metrics, reporting dimensions) and data retention requirements for all measurements in this section.

Levels of Disaggregation

- Company
- Type of Collocation
  - Physical within CO (space available at time of request)
  - Physical within CO (space created in response to request)
  - Physical outside of CO (space available at time of request)
  - Physical outside of CO (space created in response to request)
  - Virtual
  - Backhauling to neighboring CO
  - Access to GR-303 compatible concentration equipment (leased UNE alternative)
  - Other alternatives to physical
  - Collocation Augments of cabling only
  - Collocation Augments involving cabling, space and powering.
- Geographic Scope

Data Retained Relating to CLEC Experience

- Report Month
- Request Identifier (e.g., unique tracking number)
- Date and Time of Request receipt by ILEC
- Request type (per reporting dimension)
- Response Date and Time
- Committed Delivery Date and Time
- Actual Delivery Date and Time
- Response Date and Time

Data Retained Relating to ILEC Experience

- Report Month
- Request Identifier
- Date and Time of Request Receipt by ILEC
- Response Date and Time
- Committed Delivery Date and Time
- Actual Delivery Date and Time
- Geographic scope

Appendix H: Database Updates

Levels of Disaggregation and Data Retention Requirements

The following provides detail regarding the levels of disaggregation (i.e., sub-metrics, reporting dimensions) and data retention requirements for all measurements in this section.

Levels of Disaggregation

- Company
- Database Type
  - E911/911 ALI, Selective Router
  - MSAG
  - LIDB
  - OS/DA
  - DL
  - NXX tables at CO for call completion and NXX routing
  - NXX tables at tandem for call completion and NXX routing

Data Retained Relating to CLEC Experience

- Report Month
- Database Type
- Update Submission Date
- Update Submission Time
- Update Completion Date
- Update Completion Time
- Reporting Dimension
- Geographic Scope

Data Retained Relating to ILEC Experience

- Report Month
- Database Type
- Mean Interval for Update
- Standard Error of Mean
- Number of Updates
- Number of Updates With Errors
- Geographic Scope

Installation and FOC/LSRC Intervals

Measurement Description	MCIW Business Need	
	Installation Interval (In Business Days Unless Otherwise Noted)	FOC/LSRC (In Business Days Unless Otherwise Noted)
UNE-P/Resale	1	15 s (electronic); 4 hours (other)
INTERCONNECTION TRUNK		
DS0 1-10 lines	5	2
DS0 11+ lines	10	2
DS1	10	2 days except SWB and Alltel in 2; GTE in 1
DS3 1-10 lines	10	3
DS3 11+ lines	15	3
UNBUNDLED LOOP PROVISIONING		
2 and 4 Wire analog voice grade loop	3	1
2 Wire ISDN digital loop 4 Wire 56 of 64 Kbps digital loop ADSL – 2 Wire asymmetrical digital subscriber HDSL – 2 and 4 Wire high bit rate digital subscriber line loop	5 (1-5) 7 (6-14) ICB (15+) These intervals apply to each category at left.	2 (1-5) 2 (6-14) N/A (15+) These intervals apply to each category at left.
LOOP CONCENTRATION		
Loop channelization system	30	8
Central Office Channel Interfaces 2 and 4 wire	10	3
SUB LOOPS (OUTSIDE PLANT)		
Loop Feeder	30	7
Loop Concentration (dependent on equipment and right of way)	30	5
NETWORK INTERFACE DEVICE (NID)		
NID to NID Cross Connect 2 and 4 wire	3	1
NID to Spare Capacity	3	1
OPEN AIN (OAIN)		
OAIN tool kit	45	10
OAIN service management system	45	10
CCS7 SIGNALING TRANSPORT SERVICE		
A and D-Link Signaling	30	5
STP – Signaling Transfer Point,	30	5
Dedicated 2 and 4 wire voice grade	3	1
UNBUNDLED INTEROFFICE TRANSPORT		
Interoffice Transport and MUX: Analog line grade, DS0, DS1, DS3 and Dedicated 2 and 4 wire voice grade and Local channel dedicated DS1	20 for all	6 for all
Dark Fiber	ICB	N/A

Appendix I: Ordering Provisioning Benchmarks

Measurement Description	MCIW Business Need	
	Installation Interval (In Business Days Unless Otherwise Noted)	FOC/LSRC (In Business Days Unless Otherwise Noted)
OS AND DA UNES		
Operator Call Processing – OPCH, FACH, BLV, EI, ECT and Facility based Inward Operator Services Directory Assistance: Access Service, Call Completion, Number Services Intercept, Transport, Database Service Direct Access to DA service	30 for all	7 for all
CUSTOMIZED CALL ROUTING (SELECTIVE ROUTING – LCC)		
1-5 LCC 6-25 LCC > 25 LCC	30 60 ICB	7 15 N/A
UNBUNDLED LOCAL SWITCHING		
2-Wire analog line port: 1 –25 2-Wire analog line port: 25+	3 ICB	2 N/A
Hunting Switching Functionality Unbundled Local Usage (entire local calling area)	3 3 3	1 1 1
2 Wire analog DID trunk port 2 Wire ISDN digital line side port 4 Wire ISDN DS1 digital trunk port	3 3 ICB	1 1 N/A
UNBUNDLED ACCESS TO OSS		
Preorder Ordering/Provisioning Maintenance/Repair	30 30 30	7 7 7
ACCESS TO DATABASES		
800 Database	10	3
Line Information Database (LIDB)	30	7
INTERIM NUMBER PORTABILITY		
Typical (<20 lines, paths, trunks)	6	2
Non-Typical	ICB	2
LOCAL NUMBER PORTABILITY		
Typical (<20 lines, paths, trunks) Non-Typical	5 ICB	2 2
COLLOCATION		
Physical Collocation	90 calendar days	N/A
Virtual	60 calendar days	N/A
Augments of cabling only.	30 calendar days	N/A
Augments of cabling, space, powering, etc.	60 calendar days	N/A

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OF COUNSEL
ELIZABETH C. BOWMAN

September 28, 2000

BY HAND DELIVERY

DECLASSIFIED
5-30-02

Michael P. Goggin
c/o Nancy H. Sims
BellSouth Telecommunications, Inc.
150 South Monroe Street, Suite 400
Tallahassee, FL 32301

Re: Docket No. 000649-TP

Dear Michael:

I understand that BellSouth and WorldCom have now executed a protective agreement in this docket. I am therefore enclosing:

(1) WorldCom's confidential response to BellSouth's Interrogatory No. 62; and

(2) confidential documents produced in response to BellSouth's 1st Request for Production of Documents.

If you have any questions, please call.

Very truly yours,

Richard D. Melson

Scanned Vicki Evelyn

RDM/mee
Enclosures

cc: De O'Roark
Donna McNulty

RECEIVED
SEP 28 2000
DIRECTOR-REG. RELATIONS
TALLAHASSEE, FL

HAND DELIVERY
DATE 9-28-00
TIME 4:05 pm

DOCUMENT NUMBER-DATE
12822 OCT-9 8
FPSC-RECORDS/REPORTING

FLORIDA PUBLIC SERVICE COMMISSION
DOCKET NO. 000649-TP EXHIBIT NO. 14
COMPANY: BellSouth
WITNESS:
DATE: 10-4-00

MCI WorldCom Response to BST Interrogatory No. 62.

PROPRIETARY AND CONFIDENTIAL

Distribution of MCImetro Local Service Customers by Florida Rate Centers

ORIG RATE CENTER *	MARKET	CURRENT CUST #
BOCA RATON	FT LAUDERDALE	26
BOYNTONBCH	FT LAUDERDALE	1
CORAL SPG	FT LAUD / MIAMI	3
DEBARY	ORLANDO	0
DEERFLDBCH	FT LAUD / MIAMI	30
DELRAY BCH	FT LAUDERDALE	4
EASTORANGE	ORLANDO	0
FTLAUDERDL	FT LAUD / MIAMI	78
GENEVA	ORLANDO	0
HOLLYWOOD	FT LAUD / MIAMI	27
HOMESTEAD	MIAMI	0
KISSIMMEE	ORLANDO	10
MIAMI	MIAMI	155
NORTH DADE	FT LAUD / MIAMI	17
ORLANDO	ORLANDO	78
OVIEDO	ORLANDO	4
PERRINE	MIAMI	7
POMPANOBCH	FT LAUD / MIAMI	20
SANFORD	ORLANDO	10

* These rate centers do not include MCI WorldCom served rate centers that are not served by BellSouth.

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NLS-30-02

000649-TP

BEGIN PROPRIETARY

The total equipped capacity of the WorldCom switches in the South Florida area is in excess of 160,000 DS0s. WorldCom currently has customers in eleven rates centers and provides those customers with more than 10,900 local access circuits. Through the fiber network, these switches serve twenty-nine on-net buildings in four cities. Ten collocation arrangements have been established in 5 BellSouth wire centers. These collocation arrangements are connected to the appropriate switches via SONET transport systems that ride WorldCom's fiber facilities, and additional SONET transport systems provide internodal transport between and among the local nodes and the switch.

END PROPRIETARY

Q. PLEASE DESCRIBE WORLDCOM'S LOCAL NETWORK IN THE ORLANDO AREA.

A. The WorldCom network consists of one switches which is configured and equipped to provide local service in fourteen rate centers. WorldCom currently has customers in nine of these rate centers. Exhibit ___ (DP-2) provides the Local Serving Area Map for the WorldCom local network. While WorldCom uses one local switch and a transport network to serve these rate centers, BellSouth utilizes 4 local or access tandems and a multitude of end offices to serve this area.

BEGIN PROPRIETARY

WorldCom's Orlando switch has a current equipped capacity of approximately 59,000 DS0s, and current provides customers with more than 5,400 local

DOCUMENT NUMBER-DATE
12823 OCT-9 8
FPSC-RECORDS/REPORTING

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circuits. Through its fiber network, the Orlando switch serves thirty-five on-net buildings in five cities. In addition, WorldCom has established ten collocation arrangements in six BellSouth and Sprint wire centers. As is the case in South Florida, these collocation arrangements are connected to WorldCom's switch via SONET transport systems that ride WorldCom's fiber facilities, and additional SONET transport systems provide internodal transport between and among the local nodes and the switch.

****END PROPRIETARY****

Q. PLEASE RESPOND TO MS. COX' ASSERTION (PAGE 87-89) THAT WORLDCOM IS INAPPROPRIATELY SEEKING TO BASE COMPENSATION FOR TRANSPORT BASED ON THE AVERAGE DISTANCE BETWEEN BELLSOUTH'S END OFFICES SUBTENDING A BELLSOUTH TANDEM SWITCH.

A. Ms. Cox' position is completely inconsistent with the requirement that the ILECs' costs are to be utilized as a proxy for the ALECs' costs. The FCC makes this clear in Paragraph 1085 in the *Local Competition Order*. The FCC states:

> We conclude that it is reasonable to adopt the incumbent LECs' transport and termination prices as a presumptive proxy for other telecommunications carriers' additional costs of transport and termination.

One of the reasons that the FCC adopted this approach was its recognition that ALECs' networks were not likely to be constructed in the same manner as the

7.1 Introduction – Line Sharing:

7.1.1 BellSouth shall support MCIm's ability to provide combinations of voice services, data services, and voice and data services.

7.2 Definitions:

7.2.1 Use of the High Frequency Spectrum (HFS) portion of the Loop by MCIm or a third party Carrier authorized by MCIm to provide Advanced Services, on Loops employed by MCIm in a UNE-P configuration (a combination of all Network Elements), or a Loop Transport combination, or Loop alone, to provide Customers Telecommunications Service. In this configuration, BellSouth performs operational activities necessary to facilitate extracting the High Frequency Spectrum ("HFS") so that MCIm (or its authorized Advanced Services supplier) can utilize the HFS portion of the Loop.

7.3 General Requirements:

7.3.1 MCIm may provide voice service or other telecommunications Services over the same Loop that BellSouth or any data affiliate of BellSouth, or any data CLEC, uses to provide data services to that Customer, and BellSouth shall not interrupt or terminate services provided in the HFS. BellSouth agrees to continue to provide all existing data services in the HFS, to any Customer that chooses MCIm as its Carrier for voice service or other Telecommunications Services where the Customer desires continuation of MCIm's services.

7.3.2 Whenever MCIm provides service utilizing a Loop, either as part of a UNE-P or otherwise, MCIm may, at its option, control the entire Loop spectrum in order to provide both voice and HFS services, whether by itself of sharing with an authorized Advanced Services provider.

7.3.3 Where the BellSouth is line sharing, convert the voice portion of the Loop to MCIm UNE-P while leaving the service in the HFS portion of the Loop intact. As part of the conversion order, billing of the HFS portion of the Loop to the Advanced Services provider must be terminated if MCIm so requests.

7.3.4 Where BellSouth is line sharing, convert the voice portion of the Loop to MCIm UNE-P and, as part of the same transaction, connect the HFS portion of the Loop to MCIm's designated point of interconnection.

7.3.5 Add voice capability, where none currently exists, to a Loop where only the HFS is used for service delivery. BellSouth shall provide the capability to utilize the telephone number of any voice line currently

FLORIDA PUBLIC SERVICE COMMISSION
DOCKET
NO. 000649-TP EXHIBIT NO. 17
COMPANY/
WITNESS: Price
DATE: 10-4-00

provided by BellSouth to the Customer at the same location, provided the Customer disconnects the associated BellSouth line with that telephone number, and MCIm provides the service, via UNE-P from the same Central Office. As part of the conversion order, MCIm shall have the ability to redirect billing of the Loop from the Advanced Services Provider to MCIm.

7.4 Maintenance Requirements for Loops with and without Advanced Services will be reported as specified in Attachment 10 of this contract.

7.5 Advances Services Deployment: BellSouth splitters must be available to MCIm, or its authorized Advanced Services supplier, on a line by line basis. While BellSouth may make splitters available to MCIm on a shelf by shelf basis, this option will not preclude MCIm from obtaining splitters, as needed, on a line by line basis.

7.6 Line Sharing –General: BellSouth shall provide MCIm access to the high frequency portion of the local loop as an unbundled network element ("High Frequency Spectrum Network Element" or "HUNE") at the rates set forth in Section 4 herein. BellSouth shall provide MCIm with the HUNE irrespective of whether BellSouth chooses to offer xDSL services on the loop.

7.6.1 The HUNE is defined as the frequency range above the voiceband on a copper loop facility carrying analog circuit-switched voiceband transmissions. Access to the HUNE is intended to allow MCIm's the ability to provide Digital Subscriber Line ("xDSL") data services. The HUNE shall be available for any version of xDSL presumed acceptable for deployment pursuant to 47 C.F.R. Section 51.230, including, but not limited to, ADSL, RADSL, and any other xDSL technology that is presumed to be acceptable for deployment pursuant to FCC rules. BellSouth will continue to have access to the low frequency portion of the loop spectrum (from 300 Hertz to at least 3000 Hertz, and potentially up to 3400 Hertz, depending on equipment and facilities) for the purposes of providing voice service, unless MCIM is providing voice service over the loop. MCIm may directly deploy, or deploy through a third party, any Advanced Services equipment that operates within the Spectrum Classes defined in the T1E1.4 Spectrum Management Standard or conforms to other generally recognized and applicable industry standards and which operates within the high frequency portion of the loop.

7.6.2 The following loop requirements are necessary for MCIm to be able to access the HUNE: an unconditioned, 2-wire copper loop. An unconditioned loop is a copper loop with no load coils, low-

pass filters, range extenders, DAMLs, or similar devices and minimal bridged taps consistent with ANSI T1.413 and T1.601. The process of removing such devices is called "conditioning." BellSouth shall charge and MCIm shall pay as interim rates, the same rates that BellSouth charges for conditioning stand-alone loops (e.g.,unbundled copper loops, ADSL loops, and HDSL loops) until permanent pricing for loop conditioning is established either by mutual agreement or by a state public utility commission. The interim costs for conditioning are subject to true up as provided in paragraph 4.0. BellSouth will condition loops to enable MCIm to provide xDSL-based services on the same loops used to provide analog voice service, regardless of loop length. BellSouth is not required to condition a loop for shared-line xDSL if conditioning of that loop significantly degrades BellSouth's voice service. BellSouth shall charge, and MCIm shall pay, for such conditioning the same rates BellSouth charges for conditioning stand-alone loops (e.g., unbundled copper loops, ADSL loops, and HDSL loops.) If MCIm requests that BellSouth condition a loop longer than 18,000 ft. and such conditioning significantly degrades the voice services on the loop, MCIm shall pay for the loop to be restored to its original state.

7.6.3 MCIm's meet point is the point of termination for MCIm's or the toll main distributing frame in the central office ("Meet Point"). BellSouth will use jumpers to connect the MCIm's connecting block to the splitter. The splitter will route the HUNE on the circuit to the MCIm's xDSL equipment in the MCIm's collocation space.

7.6.4 MCIm shall have access to the Splitter for test purposes, irrespective of where the Splitter is placed in the BellSouth premises.

7.7 PROVISIONING OF HUNE AND SPLITTER SPACE

7.7.1 BellSouth will provide MCIm with access to the HUNE as follows:

7.7.1.1 BellSouth is unable to obtain a sufficient number of splitters for placement in all central offices requested by competitive local exchange carriers ("CLECs") by June 6, 2000. Therefore, BellSouth, MCIm and other CLECs have developed a process for allocating the initial orders of splitters. BellSouth will install all splitters ordered on or before April 26, 2000, in accordance with the schedule set forth in Attachment 1 of this Agreement. Once all splitters ordered by all CLECs on or before April 26, 2000, have been installed, BellSouth will install splitters within forty-two (42) calendar days of MCIm's submission of such

order to the BellSouth Complex Resale Support Group; provided, however, that in the event BellSouth did not have reasonable notice that a particular central office was to have a splitter installed therein, the forty-two (42) day interval shall not apply. Collocation itself or an application for collocation will serve as reasonable notice. BellSouth and MCIm will reevaluate this forty-two (42) day interval on or before August 1, 2000.

7.7.1.2 After June 6, 2000, once a splitter is installed on behalf of MCIm in a central office, MCIm shall be entitled to order the HUNE on lines served out of that central office.

7.7.1.3 BellSouth will select, purchase, install, and maintain a central office POTS splitter and provide MCIm access to data ports on the splitter. In the event that BellSouth elects to use a brand of splitter other than Siecor, the Parties shall renegotiate the recurring and non-recurring rates associated with the splitter. In the event the Parties cannot agree upon such rates, the then current rates (final or interim) for the Siecor splitter shall be the interim rates for the new splitter. BellSouth will provide MCIm with a carrier notification letter at least 30 days before of such change and shall work collaboratively with MCIm to select a mutually agreeable brand of splitter for use by BellSouth. MCIm shall thereafter purchase ports on the splitter as set forth more fully below.

7.7.1.4 BellSouth will install the splitter in (i) a common area close to the MCIm collocation area, if possible; or (ii) in a BellSouth relay rack as close to the MCIm DS0 termination point as possible. For purposes of this section, a common area is defined as an area in the central office in which both Parties have access to a common test access point. BellSouth will cross-connect the splitter data ports to a specified MCIm DS0 at such time that a MCIm end user's service is established.

7.7.1.5 In the event the end-user's BellSouth provided voice service is terminated for reasons such as non-payment, , and MCIm desires to continue providing xDSL service on such loop, MCIm shall be required to purchase the full stand-alone loop unbundled network element. In the event BellSouth disconnects the end-user's voice service pursuant to its tariffs or applicable law, and MCIm desires to continue providing xDSL service on such loop, MCIm shall be required to purchase the full stand-alone loop unbundled network element.

7.7.1.6 MCIm and BellSouth shall continue to work together collaboratively to develop systems and processes for provisioning

the HUNE in various real life scenarios. BellSouth and MCIm agree that MCIm is entitled to purchase the HUNE on a loop that is provisioned over fiber fed digital loop carrier. BellSouth will provide MCIm with access to feeder subloops at UNE prices. BellSouth and MCIm will work together to establish methods and procedures for providing MCIm access to the HUNE over fiber fed digital loop carriers by August 1, 2000.

7.7.1.7 Only one competitive local exchange carrier shall be permitted access to the HUNE of any particular loop.

7.7.1.8 To order HUNE on a particular loop, MCIm must have a DSLAM collocated in the central office that serves the end-user of such loop. BellSouth will work collaboratively with MCIm to create a concurrent process that allows MCIm to order splitters in central offices where MCIm is in the process of obtaining collocation space and enables BellSouth to install such splitters before the end of MCIm's collocation provisioning interval. While that process is being developed, MCIm may order splitters in a central office once it has installed its Digital Subscriber Line Access Multiplexer ("DSLAM") in that central office. BellSouth will install these splitters within the interval provided in paragraph 2.1.

7.7.1.9 BellSouth will devise a splitter order form that allows MCIm to order splitter ports in increments of 1, 24 or 96 ports.

7.7.1.10 BellSouth will provide MCIm the Local Service Request ("LSR") format to be used when ordering the HUNE.

7.7.1.11 BellSouth will initially provide access to the HUNE within the following intervals: Beginning on June 6, 2000, BellSouth will return a Firm Order Confirmation ("FOC") in no more than two (2) business days. BellSouth will provide MCIm with access to the HUNE as follows:

7.7.1.11.1 For 1-5 lines at the same address within three (3) business days from the receipt of MCIm's LSR; 6-10 lines at same address within 5 business days; and more than 10 lines at the same address is to be negotiated. BellSouth and MCIm will re-evaluate these intervals on or before August 1, 2000.

7.7.1.12 MCIm will initially use BellSouth's existing pre-qualification functionality and order processes to pre-qualify line

and order the HUNE. MCIm and BellSouth will continue to work together to modify these functionalities and processes to better support provisioning the HUNE. BellSouth will use its best efforts to make available to MCIm, by the fourth quarter of 2000, an electronic pre-ordering, ordering, provisioning, repair and maintenance and billing functionalities for the HUNE.

7.8 MAINTENANCE AND REPAIR - MCIm shall have access, for test, repair, and maintenance purposes, to any loop as to which it has access to the HUNE. MCIm may access the loop at the point where the combined voice and data signal exits the central office splitter.

7.8.1 BellSouth will be responsible for repairing voice services and the physical line between the network interface device at the customer premise and the Meet Point of demarcation in the central office. MCIm will be responsible for repairing data services. Each Party will be responsible for maintaining its own equipment.

7.8.2 If the problem encountered appears to impact primarily the xDSL service, the end user should call MCIm. If the problem impacts primarily the voice service, the end user should call BellSouth. If both services are impaired, the recipient of the call should coordinate with the other service provider(s).

7.8.3 BellSouth and MCIm will work together to diagnose and resolve any troubles reported by the end-user and to develop a process for repair of lines as to which MCIm has access to the HUNE. The Parties will continue to work together to address customer initiated repair requests and other customer impacting maintenance issues to better support unbundling of HUNE.

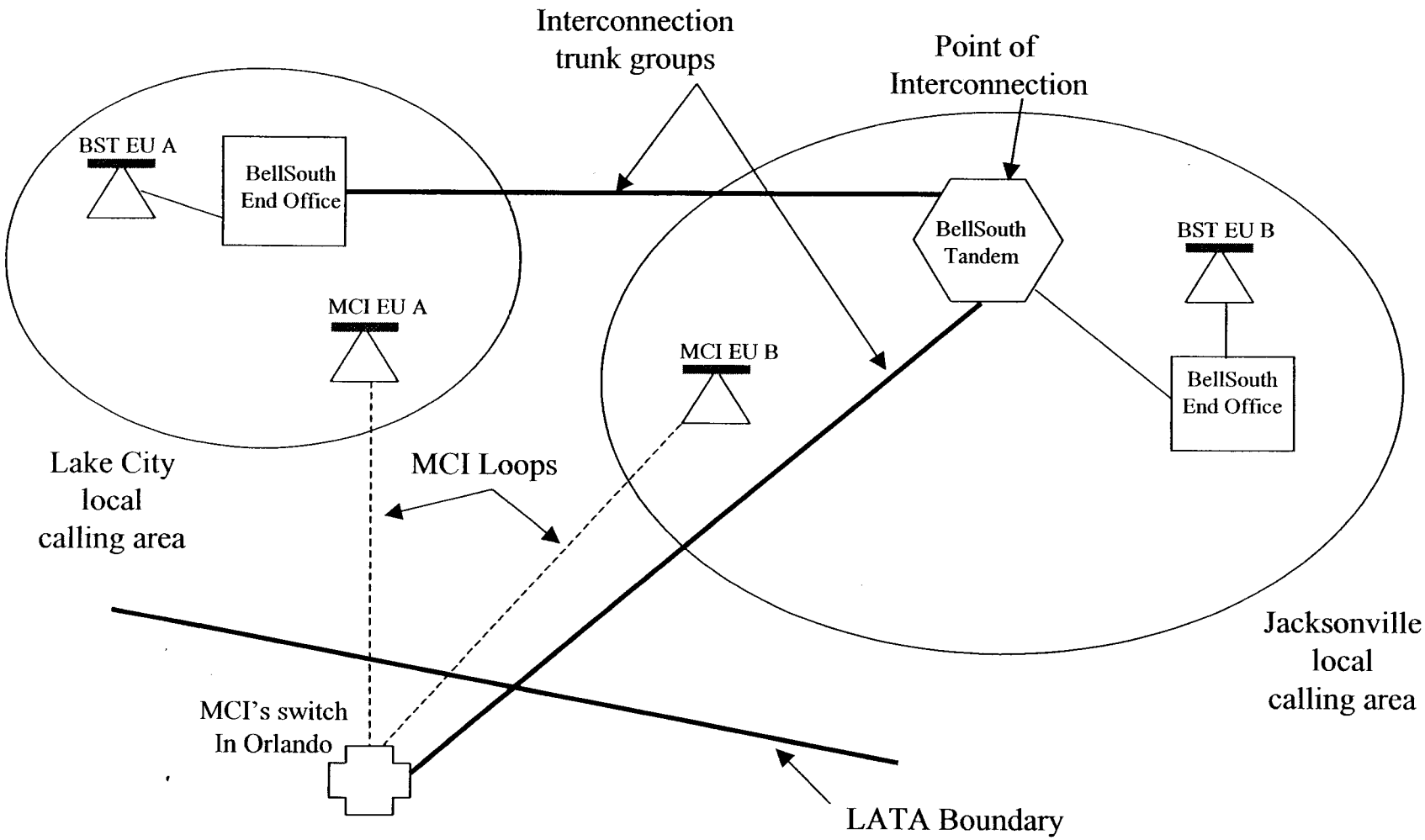
7.8.3.1 The Parties will be responsible for testing and isolating troubles on its respective portion of the loop. Once a Party ("Reporting Party") has isolated a trouble to the other Party's ("Repairing Party") portion of the loop, the Reporting Party will notify the Repairing Party that the trouble is on the Repairing Party's portion of the loop. The Repairing Party will take the actions necessary to repair the loop if it determines a trouble exists in its portion of the loop.

7.8.3.2 If a trouble is reported on either Party's portion of the loop and no trouble actually exists, the Repairing Party may charge the Reporting Party for any dispatching and testing (both inside and outside the central office) required by the Repairing Party in order to confirm the loop's working status.

7.8.4 In the event MCIm's deployment of xDSL on the HUNE significantly degrades the performance of other advanced services or of BellSouth's voice service on the same loop, BellSouth shall notify MCIm and allow twenty-four (24) hours to cure the trouble. If MCIm fails to resolve the trouble, BellSouth may discontinue MCIm's access to the HUNE on such loop.

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COMPANY/ WITNESS: BST (BellSouth Scheye)
DATE: 10-4-00

9 of 15

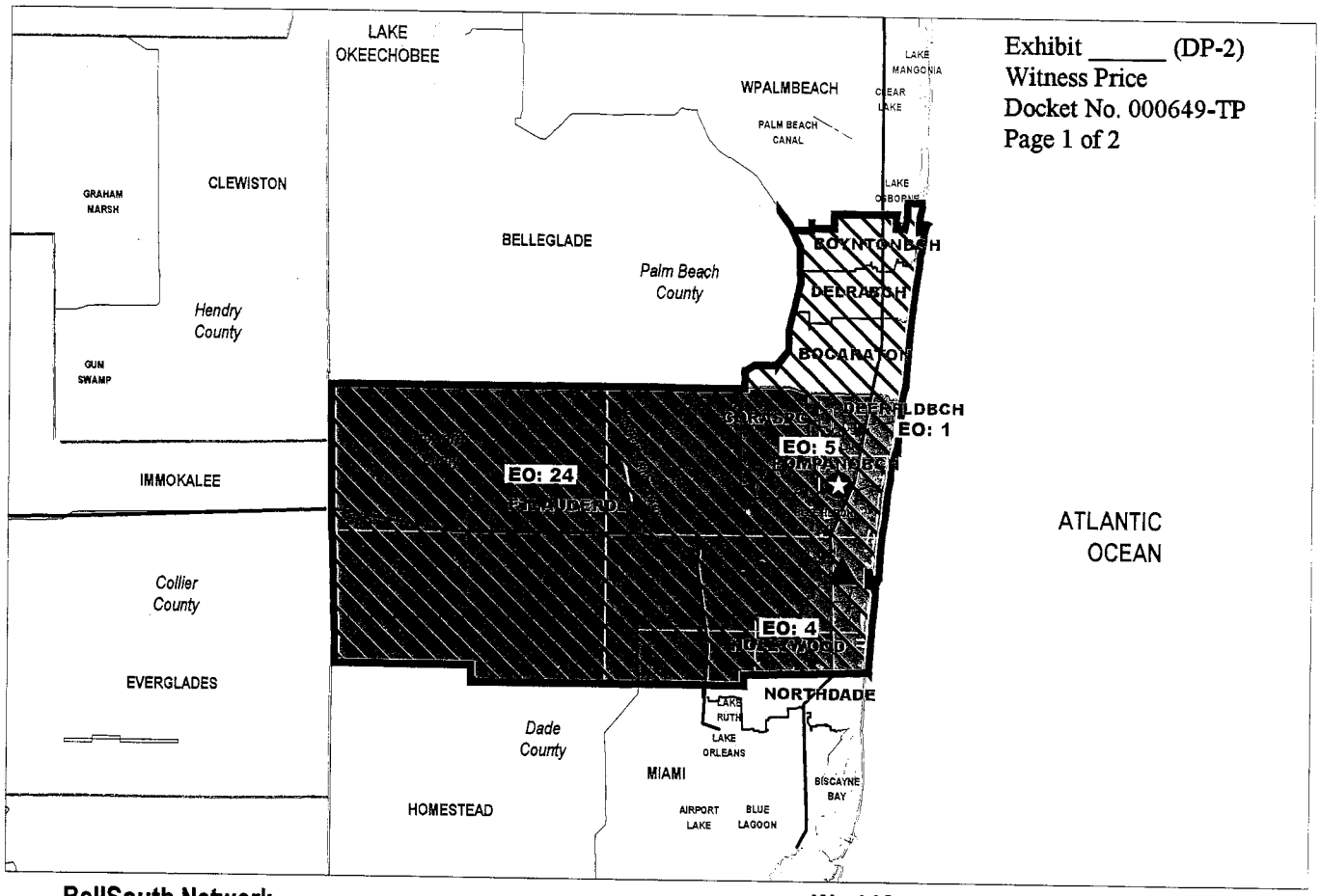
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COMPANY/ WITNESS: WorldCom
DATE: 10-4-00

FLORIDA PUBLIC SERVICE COMMISSION
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COMPANY/ WITNESS: Price
DATE: 10-4-01

Ft. Lauderdale/Miami Market Area Rate Centers

Exhibit _____ (DP-2)
Witness Price
Docket No. 000649-TP
Page 1 of 2

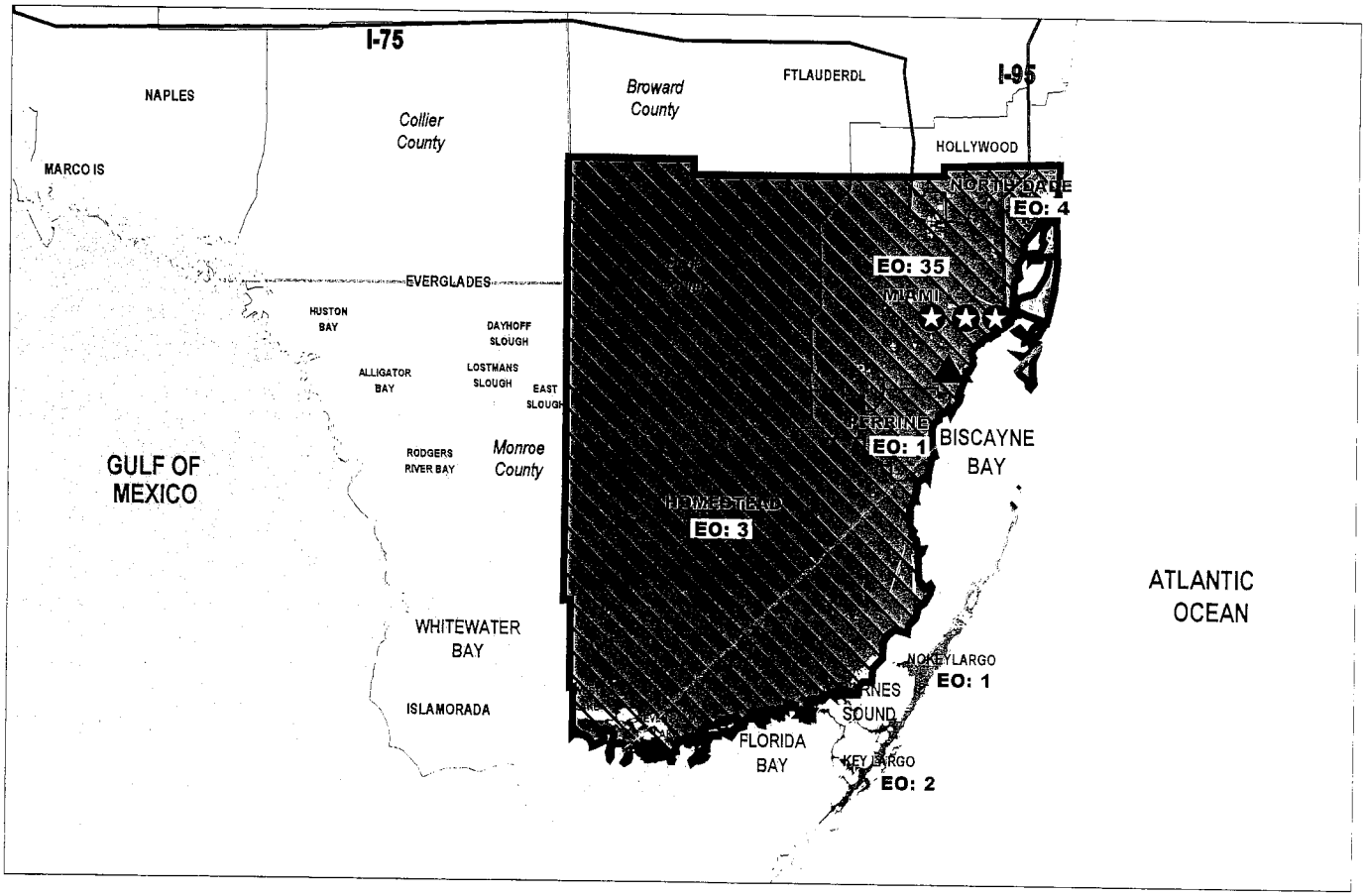


BellSouth Network

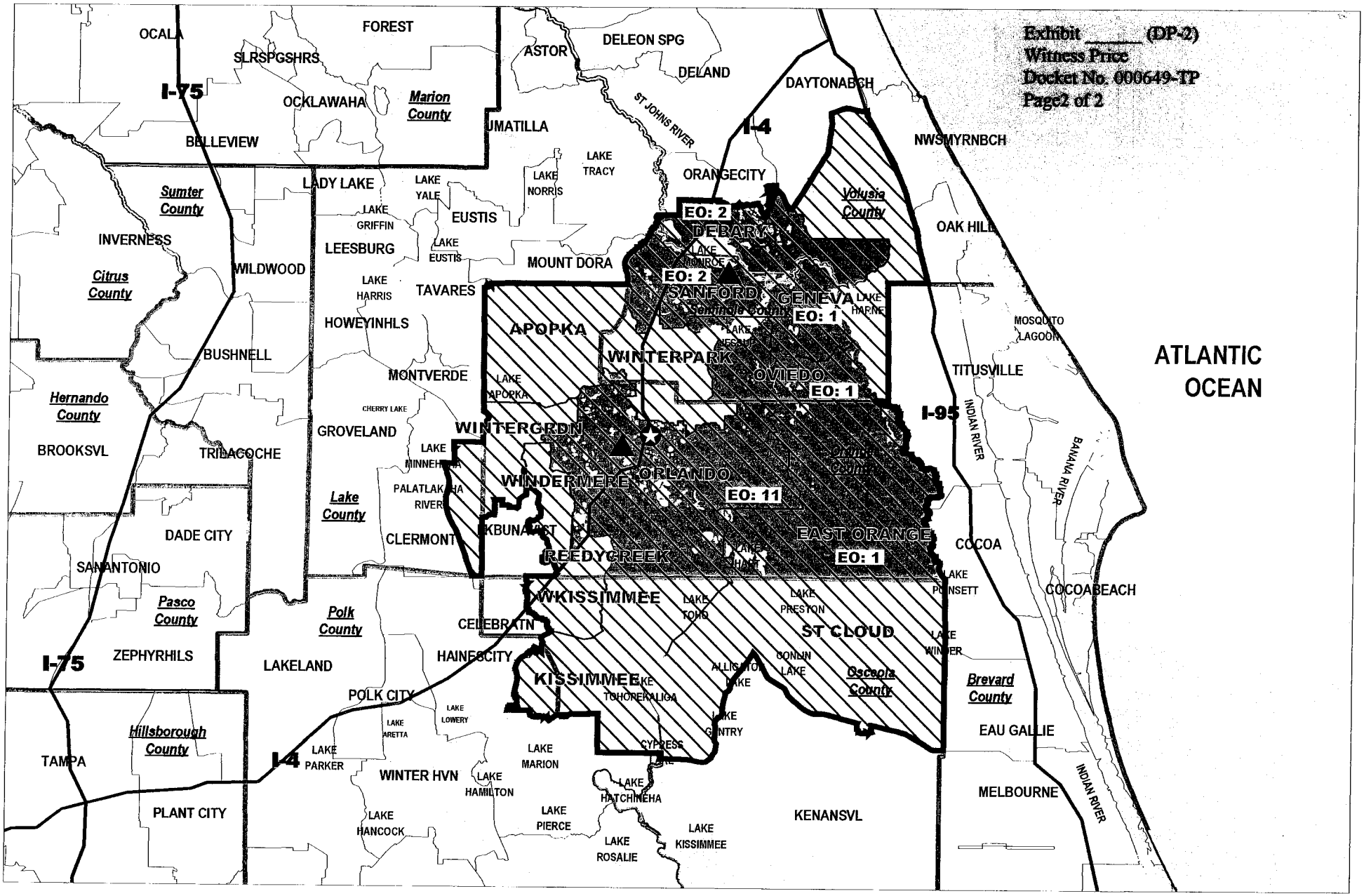
- Local Tandems
  - FTLDFLPL13T
  - MIAMIFLRR1GT
- Rate Centers Served
- EO: Indicates # of Subtending End Offices

WorldCom Network

- Rate Centers Served
- Local Switches



Central Florida and Greater Orlando Market Area Rate Centers



BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

REBUTTAL TESTIMONY OF RON MARTINEZ

ON BEHALF OF

MCImetro ACCESS TRANSMISSION SERVICES, INC.

DOCKET NO. 981121-TP

December 16, 1998

Q. PLEASE STATE YOUR NAME, BUSINESS ADDRESS AND POSITION.

A. My name is Ron Martinez. My business address is MCI Telecommunications Corporation, 780 Johnson Ferry Road, Suite 700, Atlanta, GA, 30342. I am employed by MCI Telecommunications Corporation in the Law and Public Policy Group as an Executive Staff Member II

Q. HAVE YOU PREVIOUSLY PROVIDED DIRECT TESTIMONY IN THIS DOCKET?

A. Yes.

Q. WHAT IS THE PURPOSE OF YOUR REBUTTAL TESTIMONY?

A. The purpose of my rebuttal testimony is to respond to the claim by Mr. Hendrix and Mr. Milner that MCImetro's use of a combination of DS1 loop and DS1 local transport UNEs in conjunction with its Class 5 local switch to provide competitive local exchange service somehow recreates BellSouth's MegaLink service.

Q. MR. MILNER DESCRIBES MEGALINK SERVICE AS A HIGH CAPACITY TRANSPORTATION PIPELINE AND STATES THAT

FLORIDA PUBLIC SERVICE COMMISSION
DOCKET NO. 000649-TP EXHIBIT NO. 19
COMPANY/ WITNESS: Martinez
DATE: 10-4-00
Ex. 19

CONNECTING SUCH A TRANSPORT FACILITY TO A SWITCH DOES NOT ALTER THE NATURE OF THE TRANSPORT FACILITY. (PAGE 8) DO YOU AGREE?

A. I can agree that both MegaLink and a DS1 loop/DS1 dedicated transport combination are high speed transport facilities. However, I strongly disagree that a MegaLink circuit provided to an end use customer by BellSouth and a DS1 loop/DS1 dedicated transport combination used by MCImetro as part of an MCIm-switch-based local service offering are in any way equivalent in the eyes of the customer.

Q. WHY?

A. When a business customer purchases MegaLink service, it is getting a point-to-point private line service subject to all the restrictions and limitations of BellSouth's Private Line Services Tariff. In fact, BellSouth's tariff contains 73 pages of rules and regulations that apply to private line services. These provisions, for example, require that the private line can only be used to connect two locations of the same customer (or the customer and its affiliates) and limit the customer's right to connect private line services to the public switched network.

In contrast, when a customer purchases MCImetro's competitive local exchange service, it is getting the ability to place local calls and to access the long distance carrier of its choice. None of the restrictions typically associated with private line service apply. Private line service and switch-based local service thus are two fundamentally different offerings.

More importantly, from the customer's point of view, the high-speed connection to MCImetro is not a separate service, it is simply part and parcel of MCImetro's local service offering -- an offering which uses a combination of leased UNEs and MCImetro's own switch to provide an alternative to BellSouth's local exchange service.

Although I do not believe that the answer should be any different, the Commission would certainly be facing a different issue if MCImetro was purchasing a DS1 local loop and DS1 dedicated transport combination to offer a private line service which did not involve an MCImetro switch or any other facilities owned by MCImetro. That service might at least be perceived by the customer as a substitute for BellSouth-provided MegaLink service.

Q. IS THERE ANYTHING IN THE INTERCONNECTION AGREEMENT ITSELF WHICH SUPPORTS YOUR POSITION THAT HIGH SPEED TRANSPORT FACILITIES ARE GOVERNED BY THE UNE PROVISIONS OF THE AGREEMENT AND NOT BY THE RESALE PROVISIONS?

A. Yes. Attachment III of the Interconnection Agreement, which deals with Network Elements, contains extensive provisions dealing with transport facilities, particularly the type of high speed facilities that are at issue in this docket. In contrast, Attachment II of the Interconnection Agreement, which deals with resale, contains no reference to any transport services or any type of high speed facilities. I believe this reflects the intention of the parties that DS1 transport facilities were to be viewed as UNEs, not as some form of service resale.

Q. DOES THAT CONCLUDE YOUR REBUTTAL TESTIMONY?

A. Yes it does.

LOCAL EXCHANGE SERVICE

2. Regulations (Cont'd)

2.5 Payment Arrangements (Cont'd)

2.5.5 Deposits (Cont'd)

2.5.5.3 When a service or facility is discontinued, the amount of a deposit, if any, will be applied to the Customer's account and any credit balance remaining will be refunded. Before the service or facility is discontinued, the Company may, at its option, return the deposit or credit it to the Customer's account.

2.5.5.4 Deposits held for business customers will accrue interest at a rate of seven (7) percent per annum. Interest on a deposit shall accrue annually and, if requested, shall be annually credited to the customer by deducting such interest from the amount of the next bill for service following the accrual date.

2.5.6 Discontinuance of Service

2.5.6.1 Upon nonpayment of any amounts owing to the Company, and after 30 days from the due date, the Company may, by giving ten days' prior written notice to the Customer, discontinue or suspend service without incurring any liability.

2.5.6.2 Upon violation of any of the other material terms or conditions for furnishing service, the Company may, by giving 30 days' prior notice in writing to the Customer, discontinue or suspend service without incurring any liability if such violation continues during that period.

FLORIDA PUBLIC SERVICE COMMISSION
DOCKET NO. 000649-TP EXHIBIT NO. 91
COMPANY/ WITNESS: BellSouth
10-4-00

Ex 21

LOCAL EXCHANGE SERVICE

2. Regulations (Cont'd)

2.5 Payment Arrangements (Cont'd)

2.5.6 Discontinuance of Service (Cont'd)

2.5.6.3 Upon condemnation of any material portion of the facilities used by the Company to provide service to a Customer or if a casualty renders all or any material portion of such facilities inoperable beyond feasible repair, the Company, by notice to the Customer, may discontinue or suspend service without incurring any liability.

2.5.6.4 Upon the Customer's insolvency, assignment for the benefit of creditors, filing for bankruptcy or reorganization, failing to discharge an involuntary petition within the time permitted by law, or abandonment of service, the Company may, with prior notice to the customer, immediately discontinue or suspend service without incurring any liability.

2.5.6.5 Upon any governmental prohibition, or required alteration of the services to be provided or any violation of any applicable law or regulation, the Company may immediately discontinue or suspend service without incurring any liability.

2.5.6.6 The Company may discontinue the furnishing of any and/or all service(s) to a Customer, without incurring any liability:

2.5.6.6.1 Immediately and without notice if the Company deems that such action is necessary to prevent or to protect against fraud or to otherwise protect its personnel, agents, facilities or services. The Company may discontinue service pursuant to this sub-section 2.5.6.6.1 (a-f) if:

LOCAL EXCHANGE SERVICE

2. Regulations (Cont'd)

2.5 Payment Arrangements (Cont'd)

2.5.6 Discontinuance of Service (Cont'd)

2.5.6.6 (Cont'd)

2.5.6.6.1 (Cont'd)

(a) The Customer refuses to furnish information to the Company regarding the Customer's credit-worthiness, its past or current use of common carrier communications services or its planned use of service(s); or

(b) The Customer provides false information to the Company regarding the Customer's identity, address, credit-worthiness, past or current use of common carrier communications services, or its planned use of the Company's service(s); or

(c) The Customer has been given ten (10) day written notice by the Company of any past due amount (which remains unpaid in whole or in part) for any of the Company's other common carrier communications services to which the Customer either subscribes or had subscribed or used; or

LOCAL EXCHANGE SERVICE

2. Regulations (Cont'd)

2.5 Payment Arrangements (Cont'd)

2.5.6 Discontinuance of Service (Cont'd)

2.5.6.6 (Cont'd)

2.5.6.6.1 (Cont'd)

(d) The Customer uses, or attempts to use, service with the intent to avoid the payment, either in whole or in part, of the tariffed charges for the service by:

(d.1) Using or attempting to use service by rearranging, tampering with, or making connections to the Company's service not authorized by this price list; or

(d.2) Using tricks, schemes, false or invalid numbers, false credit devices, electronic devices; or

(d.3) Any other fraudulent means or devices; or

(e) Use of service in such a manner as to interfere with the service of other users; or

(f) Use of service for unlawful purposes.

LOCAL EXCHANGE SERVICE

2. Regulations (Cont'd)

2.5 Payment Arrangements (Cont'd)

2.5.6 Discontinuance of Service (Cont'd)

2.5.6.6 (Cont'd)

2.5.6.6.2 Immediately, upon written notice to a Customer who has failed to pay any sum within 30 days of the date when payment was due;

2.5.6.6.3 Upon ten (10) days written notice to the Customer, after failure of the Customer to comply with a request made by the Company for security for the payment of service in accordance with Section 2.5.5; or

2.5.6.6.4 Ten (10) days after sending the Customer written notice of noncompliance with any provision of this price list if the noncompliance is not corrected within that ten (10) day period; or

2.5.6.7 The suspension or discontinuance of service(s) by the Company pursuant to this Section does not relieve the Customer of any obligation to pay the Company for charges due and owing for service(s) furnished during the time of or up to suspension or discontinuance.

2.5.6.8 Upon the Company's discontinuance of service to the Customer under Section 2.5.6.1 or 2.5.6.2, all applicable charges, including termination charges, shall become due. This is in addition to all other remedies that may be available to the Company at law or in equity or under any other provision of this price list.

SECTION 2 – REGULATIONS

2.6 Payment Arrangements (Continued)

2.6.4 Discontinuance of Service for Cause

A. Upon nonpayment of any amounts owing to the Company for 2 consecutive billing cycles, the Company may, by giving 48 hours prior written notice to the Customer, discontinue or suspend service without incurring any liability.

B. Upon violation of any of the other material terms or conditions for furnishing service the Company may, by giving 48 hours prior notice in writing to the Customer, discontinue or suspend service without incurring any liability if such violation continues during that period.

C. Upon condemnation of any material portion of the facilities used by the Company to provide service to a Customer or if a casualty renders all or any material portion of such facilities inoperable beyond feasible repair, the Company, by notice to the Customer, may discontinue or suspend service without incurring any liability.

D. Upon the Customer's insolvency, assignment for the benefit of creditors, filing for bankruptcy or reorganization, or failing to discharge an involuntary petition within the time permitted by law, the Company may immediately discontinue or suspend service without incurring any liability.

E. Upon any governmental prohibition or required alteration of the services to be provided or any violation of an applicable law or regulation, the Company may immediately discontinue service without incurring any liability.

F. In the event of fraudulent use of the Company's network, the Company may without notice suspend or discontinue service. The Customer will be liable for all related costs as set forth in Section 2.9 of this tariff. The Customer will also be responsible for payment of any reconnection charges.

G. Upon the Company's discontinuance of service to the Customer under Section 2.6.4(A) or 2.6.4(B), the Company, in addition to all other remedies that may be available to the Company at law or in equity or under any other provision of this tariff, may declare all future monthly and other charges which would have been payable by the Customer during the remainder of the term for which such services would have otherwise been provided to the Customer to be immediately due and payable (discounted to present value at a rate determined by the Florida Public Service Commission).

Sandy Chandler
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Atlanta, Georgia 30328

FLORIDA PUBLIC SERVICE COMMISSION
DOCKET NO. 000649-TP EXHIBIT NO. 22
COMPANY/ WITNESS: BellSouth
DATE: 10-4-00

Ex 22

SECTION 2 – REGULATIONS

2.6 Payment Arrangements (Continued)

2.6.4 Discontinuance of Service for Cause (Continued)

H. The Customer is responsible for providing adequate access lines to enable the Company to terminate all Toll Free Service calls to the Customer's telephone equipment. Should the Customer have insufficient access lines on which to terminate Toll Free Service calls, the Company reserves the right to request the Customer to add additional lines for call terminations. If, after 90 days, the Customer has not made the requested change, the Company, without incurring any liability, reserves the right to terminate the Customer's Toll Free Service, with 30 days written notice.

I. The Company, by written notice to the Customer, may discontinue service to a Company Calling Card authorization code if that code has not been used for a period of 120 days.

J. If a customer of Toll Free Service is found to be non-compliant in passing back appropriate answer supervision, the Company reserves the right to suspend service temporarily, and/or deny requests for additional service or if necessary, discontinue service. In case of disconnection, the customer will be notified in writing in advance of the disconnect.

2.6.5 Notice to Company for Cancellation of Service

Customers desiring to terminate service shall provide Company thirty (30) days written notice of desire to terminate service.

2.6.6 Cancellation of Application for Service

A. Applications for service are noncancellable unless the Company otherwise agrees. Where the Company permits Customer to cancel an application for service prior to the start of service or prior to any special construction, no charges will be imposed except for those specified below.

LOCAL EXCHANGE SERVICE

2. Regulations (Cont'd)

2.1 Undertaking of the Company (Cont'd)

2.1.4 Liability of the Company

2.1.4.1 The liability of the Company for damages arising out of the furnishing of its services, including but not limited to mistakes, omissions, interruptions, delays, or errors, other defects, or representations by the Company, or use of these services or damages arising out of the failure to furnish the service whether caused by acts or omission, shall be limited to the extension of allowances for interruption as set forth in Section 2.6, below. The extension of such allowances for interruption shall be the sole remedy of the Customer and the sole liability of the Company. The Company will not be liable for any direct, indirect, incidental, special, consequential, exemplary or punitive damages to Customer as a result of any Company service, equipment or facilities, or the acts or omissions or negligence of the Company's employees or agents.

2.1.4.2 The Company's liability for willful misconduct, if established as a result of judicial or administrative proceedings, is not limited by this price list. The Company's liability, if any, with regard to delayed installation of Company facilities or commencement of service, shall not exceed $1,000. With respect to any other claim or suit, by a Customer or by any others, for damages associated with the ordering (including the reservation of any specific number for use with a service), installation (including delays thereof), provision, termination, maintenance, repair, interruption or restoration of any service or facilities offered under this price list, and subject to the provisions of Section 2.6, the Company's liability, if any, shall be limited as provided herein.

FLORIDA PUBLIC SERVICE COMMISSION
DOCKET NO. 000649-TP EXHIBIT NO. 23
COMPANY/ WITNESS: BellSouth
DATE: 10-4-00

2. Regulations (Cont'd)

2.1 Undertaking of the Company (Cont'd)

2.1.4 Liability of the Company (Cont'd)

2.1.4.3 The Company shall not be liable for any delay or failure of performance or equipment due to causes beyond its control, including but not limited to: acts of God, fire, flood, explosion or other catastrophes; any law, order, regulation, direction, action or request of the United States government or of any other government, including state and local governments having or claiming jurisdiction over the Company, or of any department, agency, commission, bureau, corporation or other instrumentality of any one or more of these federal, state, or local governments, or of any military authority; preemption of existing service in compliance with national emergencies; insurrections; riots; wars; unavailability of rights-of-way or materials, or strikes, lockouts, work stoppages, or other labor difficulties.

2.1.4.4 The Company shall not be liable for: (a) any act or omission of any entity furnishing the Company or the Company's Customers facilities or equipment used for or with the services the Company offers; or (b) for the acts or omissions of other common carriers or warehousemen.

2.1.4.5 The Company shall not be liable for any damages or losses due to the fault or negligence of the Customer or due to the failure or malfunction of Customer-provided equipment or facilities.

LOCAL EXCHANGE SERVICE

2. Regulations (Cont'd)

2.1 Undertaking of the Company (Cont'd)

2.1.4 Liability of the Company (Cont'd)

2.1.4.6 The Customer shall indemnify and hold the Company harmless from any and all loss, claims, demands, suits or other action, or any liability whatsoever, whether suffered, made, instituted, or asserted by any other party or person(s), and for any loss, damage, or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, removal, condition, location or use of any installation provided by the Company. The Company reserves the right to require each Customer to sign an agreement acknowledging acceptance of the provisions of this section as a condition precedent to such installations.

2.1.4.7 The Company shall not be liable for any defacement of or damage to Customer premises resulting from the furnishing of services or equipment on such premises or the installation or removal thereof, unless such defacement or damage is caused by gross negligence or willful misconduct of the Company's agents or employees. No agents or employees of other participating carriers shall be deemed to be agents or employees of the Company.

LOCAL EXCHANGE SERVICE

2. Regulations (Cont'd)

2.1 Undertaking of the Company (Cont'd)

2.1.4 Liability of the Company (Cont'd)

2.1.4.8 Notwithstanding the Customer's obligations as set forth in Section 2.3.2, the Company shall be indemnified, defended, and held harmless by the Customer or by others authorized by it to use the service against any claim, loss or damage arising from Customer's use of services furnished under this price list, including:

- claims for libel, slander, invasion of privacy or infringement of copyright arising from the material, data, information, or other content transmitted via the Company's service; and

- patent infringement claims arising from combining or connecting the service offered by the Company with apparatus and systems of the Customer or others

- all other claims arising out of any act or omission of the Customer or others, in connection with any service provided by the Company pursuant to this price list.

2.1.4.9 The entire liability of the Company for any claim, loss, damage or expense from any cause whatsoever shall in no event exceed sums actually paid to the Company by the Customer for the specific services giving rise to the claim, and no action or proceeding against the Company shall be commenced more than one year after the service is rendered.

LOCAL EXCHANGE SERVICE

2. Regulations (Cont'd)

2.1 Undertaking of the Company (Cont'd)

2.1.4 Liability of the Company (Cont'd)

2.1.4.10 The Company makes no warranties or representations, express or implied, including warranties of merchantability or fitness for a particular use, except those expressly set forth herein.

2.1.4.11 The Company shall not be liable for any act or omission of any other company or companies furnishing a portion of the service, or for damages associated with service, channels, or equipment which it does not furnish, or for damages which result from the operation of Customer-provided systems, equipment, facilities or services which are interconnected with Company services.

2.1.4.12 The Company does not guarantee nor make any warranty with respect to service installations at locations at which there is present an atmosphere that is explosive, prone to fire, dangerous or otherwise unsuitable for such installations. The Customer shall indemnify and hold the Company harmless from any and all loss, claims, demands, suits or other action, or any liability whatsoever, whether suffered, made, instituted or asserted by the Customer or by any other party, for any personal injury to, or death of, any person or persons, or for any loss, damage or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused, directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, locations or use of service furnished by the Company at such locations.

LOCAL EXCHANGE SERVICE

2. Regulations (Cont'd)

2.1 Undertaking of the Company (Cont'd)

2.1.4 Liability of the Company (Cont'd)

2.1.4.13 The Company shall not be liable for the Customer's failure to fulfill its obligations to take all necessary steps including, without limitation, obtaining, installing and maintaining all necessary equipment, materials and supplies, for interconnecting the terminal equipment or communications system of the Customer, or any third party acting as its agent, to the Company's network. The Customer shall secure all licenses, permits, rights-of-way, and other arrangements necessary for such interconnection. In addition, the Customer shall ensure that its equipment and/or system or that of its agent is properly interfaced with the Company's service, that the signals emitted into the Company's network are of the proper mode, band-width, power, data speed, and signal level for the intended use of the Customer and in compliance with the criteria set forth in Section 2.1.6 following, and that the signals do not damage Company equipment, injure its personnel or degrade service to other Customers. If the Customer or its agent fails to maintain and operate its equipment and/or system or that of its agent properly, with resulting imminent harm to Company equipment, personnel,or the quality of service to other Customers, the Company may, upon written notice, require the use of protective equipment at the Customer's expense. If this fails to produce satisfactory quality and safety, the company may, upon written notice, terminate the Customer's service without liability.

LOCAL EXCHANGE SERVICE

2. Regulations (Cont'd)

2.1 Undertaking of the Company (Cont'd)

2.1.4 Liability of the Company (Cont'd)

2.1.4.14 With respect to Emergency Number 911 Service:

(a) This service is offered solely as an aid in handling assistance calls in connection with fire, police and other emergencies. The Company is not responsible for any losses, claims, demands, suits or any liability whatsoever, whether suffered, made, instituted or asserted by the Customer or by any other party or person for any personal injury to or death of any person or persons, and for any loss, damage or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused by: (1) mistakes, omissions, interruptions, delays, errors or other defects in the provision of this service, or (2) installation, operation, failure to operate, maintenance, removal, presence, condition, location or use of any equipment and facilities furnishing this service.

LOCAL EXCHANGE SERVICE

2. Regulations (Cont'd)

2.1 Undertaking of the Company (Cont'd)

2.1.4 Liability of the Company (Cont'd)

2.1.4.14 (Cont'd)

(b) Neither is the Company responsible for any infringement or invasion of the right of privacy of any person or persons, caused or claimed to have been caused, directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, occasion or use of emergency 911 service features and the equipment associated therewith, or by any services furnished by the Company including, but not limited to, the identification of the telephone number, address or name associated with the telephone used by the party or parties accessing emergency 911 service, and which arise out of the negligence or other wrongful act of the Company, the Customer, its Users, agencies or municipalities, or the employees or agents of any one of them.

2.1.4.15 The Company's liability arising from errors or omissions in Directory Listings, other than charged listings, shall be limited to the amount of actual impairment to the Customer's service and in no event shall exceed one-half the amount of the fixed monthly charges applicable to exchange service affected during the period covered by the directory in which the error or omission occurs. In cases of charged Directory Listings, the liability of the Company shall be limited to an amount not exceeding the amount of charges for the charged listings involved during the period covered by the directory in which the error or omission occurs.

LOCAL EXCHANGE SERVICE

2. Regulations (Cont'd)

2.1 Undertaking of the Company (Cont'd)

2.1.4 Liability of the Company (Cont'd)

2.1.4.16 In conjunction with a non-published telephone number, as described in Section 3.4.5.3, the Company will not be liable for failure or refusal to complete any call to such telephone when the call is not placed by number. The Company will try to prevent the disclosure of the number of such telephone, but will not be liable should such number be divulged.

2.1.4.17 When a Customer with a non-published telephone number, as defined herein, places a call to the Emergency 911 Service, the Company will release the name and address of the calling party, where such information can be determined, to the appropriate local governmental authority responsible for the Emergency 911 Service upon request of such governmental authority. By subscribing to service under this price list, Customer acknowledges and agrees with the release of information as described above.

2.1.4.18 In conjunction with the Busy Line Verification and Interrupt Service as described in Section 3.3.2, the Customer shall indemnify and save the Company harmless against all claims that may arise from either party to the interrupted call or any person.

2.1.4.19 The Company shall not be liable for any act or omission concerning the implementation of Presubscription, as defined herein.

LOCAL EXCHANGE SERVICE

2. Regulations (Cont'd)

2.6 Allowances for Interruptions of Service

2.6.1 Credit for Interruptions: When the use of service or facilities furnished by the Company is interrupted due to any cause other than the negligence or willful act of the Customer, or the operation or failure of the facilities or equipment provided by the Customer, a pro rata adjustment of the monthly Recurring Charges subject to interruption will be allowed for the service and facilities rendered useless and inoperative by reason of the interruption whenever said interruption continues for a period of 24 hours or more from the time the interruption is reported to or known to exist by the Company, except as otherwise specified in the Company's price lists. If the Customer reports a service, facility or circuit to be inoperative but declines to release it for testing and repair, it is considered to be impaired, but not interrupted.

For calculating credit allowances, every month is considered to have 30 days. A credit allowance is applied on a pro rata basis against the monthly Recurring Charges specified hereunder for Local Line or Local Trunk Service and is dependent upon the length of the interruption. Only those facilities on the interrupted portion of the circuit will receive a credit. Credit allowances for service outages that exceed 24 hours in duration will be rounded up to the next whole 24 hours.

LOCAL EXCHANGE SERVICE

2. Regulations (Cont'd)

2.6 Allowances for Interruptions of Service (Cont'd)

2.6.2 Limitations on Allowances

No credit allowance will be made for:

(a) interruptions due to the negligence of, or noncompliance with the provisions of this price list by, the Customer, Authorized User, Joint-User, or other common carrier providing service connected to the service of Company;

(b) interruptions due to the negligence of any person other than the Company including but not limited to the Customer or other common carriers connected to the Company's facilities;

(c) interruptions due to the failure or malfunction of non-Company equipment;

(d) interruptions of service during any period in which the Company is not given full and free access to its facilities and equipment for the purpose of investigating and correcting interruptions;

(e) interruptions of service during a period in which the Customer continues to use the service on an impaired basis;

(f) interruptions of service during any period when the Customer has released service to the Company for maintenance purposes or for implementation of a Customer order for a change in service arrangements;

(g) interruption of service due to circumstances or causes beyond the control of the Company.

2.6.3 Use of Alternative Service Provided by the Company: Should the Customer elect to use an alternative service provided by the Company during the period that a service is interrupted, the Customer must pay the tariffed rates and charges for the alternative service used.

EXH. 24

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Petition of MCImetro Access Transmission Services, LLC and MCI WorldCom Communications, Inc. For Arbitration of Certain Terms and Conditions of Proposed Agreement With BellSouth Telecommunications, Inc. Concerning Interconnection and Resale Under the Telecommunications Act of 1996	)	Docket No. 000649-TP Filed: September 1, 2000

WORLDCOM'S RESPONSES AND OBJECTIONS TO BELLSOUTH TELECOMMUNICATIONS, INC.'S SECOND SET OF INTERROGATORIES

MCImetro Access Transmission Services, LLC and MCI WorldCom Communications, Inc. (collectively "WorldCom"), pursuant to Rule 28-106.206, Florida Administrative Code, and Rules 1.340 and 1.280, Florida Rules of Civil Procedure, hereby submits the following Responses and Objections to BellSouth Telecommunications, Inc.'s (hereinafter "BellSouth") Second Set of Interrogatories.

Responses and Objections to Specific Interrogatories

INTERROGATORY NO. 61: Identify all persons participating in the preparation of the answers to these Interrogatories or supplying information used in connection therewith.

RESPONSE: The responses to these interrogatories were prepared by Mark Argenbright with assistance of counsel.

FLORIDA PUBLIC SERVICE COMMISSION
DOCKET NO. 000649-TP EXHIBIT NO. 24
COMPANY/ WITNESS: BellSouth
DATE: 10-4-00

INTERROGATORY NO. 62: Please refer to Exhibit 1 to BellSouth's Second Set of Interrogatories, which identifies the wire centers served by BellSouth's tandem switches in Florida. For each wire center identified in Exhibit 1 as being served by BellSouth's tandem switches in Florida, state the number of customers in each such wire center to which MCI WorldCom provides telephone exchange service.

OBJECTION: WorldCom objects to this interrogatory as written on the grounds that it is overly broad, unduly burdensome, and time consuming. The number of WorldCom customers within each of the BellSouth wire centers in Florida is not information that is tracked in the normal course of business and is not available without significant manual effort.

RESPONSE: Notwithstanding this objection, WorldCom will provide the distribution of customers by rate center, which is available for MCImetro. Please note that only MCImetro's customers are represented by this study, because WorldCom is unable to associate its entire customer base to its originating rate centers. WorldCom believes that the information provided is relatively representative of the total customer base. The distribution of customers by rate center will be produced to BellSouth after execution of an appropriate nondisclosure agreement in this docket.

RESPECTFULLY SUBMITTED this 1st day of September, 2000.

HOPPING GREEN SAMS & SMITH, P.A.

By: _____

Richard D. Melson
Hopping Green Sams & Smith, P.A.
P.O. Box 6526
Tallahassee, FL 32314
(850) 425-2313

ATTORNEYS FOR WORLDCOM

MCI WorldCom Response to BST Interrogatory No. 62.

PROPRIETARY AND CONFIDENTIAL

Distribution of MCImetro Local Service Customers by Florida Rate Centers

ORIG RATE CENTER *	MARKET	CURRENT CUST #
BOCA RATON	FT LAUDERDALE	
BOYNTONBCH	FT LAUDERDALE	
CORAL SPG	FT LAUD / MIAMI	
DEBARY	ORLANDO	
DEERFLDBCH	FT LAUD / MIAMI	
DELRAY BCH	FT LAUDERDALE	
EASTORANGE	ORLANDO	
FTLAUDERDL	FT LAUD / MIAMI	
GENEVA	ORLANDO	
HOLLYWOOD	FT LAUD / MIAMI	
HOMESTEAD	MIAMI	
KISSIMMEE	ORLANDO	
MIAMI	MIAMI	
NORTH DADE	FT LAUD / MIAMI	
ORLANDO	ORLANDO	
OVIEDO	ORLANDO	
PERRINE	MIAMI	
POMPANOBCH	FT LAUD / MIAMI	
SANFORD	ORLANDO	

* These rate centers do not include MCI WorldCom served rate centers that are not served by BellSouth.

BellSouth Telecommunications, Inc.
FPSC Docket No. 000649-TP
Revised Direct Exhibit CKC-1
October 4, 2000
17 Pages

FLORIDA PUBLIC SERVICE COMMISSION
DOCKET NO. 000649-TP EXHIBIT NO. 25
COMPANY/ WITNESS: Carl
DATE: 10-4-00

Florida Prices
BellSouth/MCI Interconnection Agreement

Cost Ref. No.		Description	Zone	Recurring	INSTALLATION			DISCONNECT			Source
					Non Recurring	Nonrecurring First	Nonrecurring Additional	Non Recurring	Nonrecurring First	Nonrecurring Additional	
A.0	UNBUNDLED LOCAL LOOP										
A.1	2-WIRE ANALOG VOICE GRADE LOOP										Cost Study
	A.1.1	2-Wire Analog Voice Grade Loop - Service Level 1	1	$16.17		$83.20	$35.12		$55.97	$10.35	
			2	$20.12		$83.20	$35.12		$55.97	$10.35	
			3	$25.56		$83.20	$35.12		$55.97	$10.35	
	A.1.2	2-Wire Analog Voice Grade Loop - Service Level 2	1	$18.48		$218.96	$136.44		$113.41	$20.58	
			2	$22.43		$218.96	$136.44		$113.41	$20.58	
			3	$27.87		$218.96	$136.44		$113.41	$20.58	
A.2	SUB-LOOP										Cost Study
	A.2.1	Sub-Loop Feeder Per 2-Wire Analog Voice Grade Loop	1	$10.75		$193.62	$113.00		$116.59	$26.70	
			2	$11.57		$193.62	$113.00		$116.59	$26.70	
			3	$13.51		$193.62	$113.00		$116.59	$26.70	
	A.2.2	Sub-Loop Distribution Per 2-Wire Analog Voice Grade Loop	1	$9.36		$139.20	$61.94		$98.49	$13.08	
			2	$12.49		$139.20	$61.94		$98.49	$13.08	
			3	$16.13		$139.20	$61.94		$98.49	$13.08	
	A.2.11	Sub-Loop Distribution Per 4-Wire Analog Voice Grade Loop	1	$10.12		$165.68	$88.42		$104.31	$17.15	
			2	$18.29		$165.68	$88.42		$104.31	$17.15	
			3	$26.09		$165.68	$88.42		$104.31	$17.15	
	A.2.13	Network Interface Device Cross Connect				$11.78	$11.78				
	A.2.14	2-Wire Intrabuilding Network Cable (INC)		$3.87		$113.62	$36.36		$98.49	$13.08	
	A.2.15	4-Wire Intrabuilding Network Cable (INC)		$7.32		$126.10	$48.84		$104.31	$17.15	
	A.2.17	Sub-Loop - Per Cross Box Location - CLEC Feeder Facility Set-Up			$711.78						
	A.2.18	Sub-Loop - Per Cross Box Location - Per 25 Pair Panel Set-Up			$45.28						
	A.2.19	Sub-Loop - Per Building Equipment Room - CLEC Feeder Facility Set-Up			$333.44						
	A.2.20	Sub-Loop - Per Building Equipment Room - Per 25 Pair Panel Set-Up			$109.85						
	A.2.21	Sub-Loop - Per Cross Box Location - CLEC Distribution Facility Set-Up			$711.78						
	A.2.24	Sub-Loop - Per 4-Wire Analog Voice Grade Loop / Feeder Only	1	$23.35		$222.74	$140.22		$127.64	$32.91	
			2	$27.94		$222.74	$140.22		$127.64	$32.91	
			3	$40.51		$222.74	$140.22		$127.64	$32.91	
	A.2.25	Sub-Loop - Per 2-Wire ISDN Digital Grade Loop / Feeder Only	1	$22.39		$219.94	$137.43		$118.79	$25.97	
			2	$25.85		$219.94	$137.43		$118.79	$25.97	
			3	$26.12		$219.94	$137.43		$118.79	$25.97	
	A.2.29	Sub-Loop - Per 4-Wire 56 or 64 Kbps Digital Grade Loop / Feeder Only	1	$24.89		$211.32	$128.81		$127.64	$32.91	
			2	$28.83		$211.32	$128.81		$127.64	$32.91	
			3	$29.16		$211.32	$128.81		$127.64	$32.91	
	A.2.30	Sub-Loop - Per 2-Wire Copper Loop Short / Feeder Only	1	$11.01		$175.18	$92.66		$113.67	$20.84	
			2	$9.78		$175.18	$92.66		$113.67	$20.84	
			3	$7.83		$175.18	$92.66		$113.67	$20.84	
	A.2.32	Sub-Loop - Per 4-Wire Copper Loop Short / Feeder Only	1	$20.59		$209.61	$127.09		$119.80	$25.07	
			2	$21.48		$209.61	$127.09		$119.80	$25.07	
			3	$17.70		$209.61	$127.09		$119.80	$25.07	
	A.2.40	Sub-Loop - Per 2-Wire Copper Loop Short / Distribution Only	1	$7.91		$139.20	$61.94		$98.49	$13.08	
			2	$10.37		$139.20	$61.94		$98.49	$13.08	
			3	$12.76		$139.20	$61.94		$98.49	$13.08	
	A.2.42	Sub-Loop - Per 4-Wire Copper Loop Short / Distribution Only	1	$7.11		$165.68	$88.42		$104.31	$17.15	
			2	$11.26		$165.68	$88.42		$104.31	$17.15	
			3	$16.92		$165.68	$88.42		$104.31	$17.15	
	A.2.44	Network Interface Device (NID) - 2 line				$94.50	$57.22				
	A.2.45	Network Interface Device (NID) - 6 line				$136.75	$99.47				
A.3	LOOP CHANNELIZATION AND CO INTERFACE (INSIDE CO)										Cost Study
	A.3.12	Unbundled Loop Concentration - System A (TR008)		$470.73		$651.05					
	A.3.13	Unbundled Loop Concentration - System B (TR008)		$55.96		$271.27					
	A.3.14	Unbundled Loop Concentration - System A (TR303)		$510.37		$651.05					
	A.3.15	Unbundled Loop Concentration - System B (TR303)		$94.30		$271.27					

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					Non Recurring	Nonrecurring First	Nonrecurring Additional	Non Recurring	Nonrecurring First	Nonrecurring Additional	
	A.3.16	Unbundled Loop Concentration - DS1 Line Interface Card		$5.28		$126.61	$92.17		$31.11	$8.71	
	A.3.17	Unbundled Loop Concentration - POTS Card		$2.10		$21.07	$20.96		$9.99	$9.93	
	A.3.18	Unbundled Loop Concentration - ISDN (Brite Card)		$8.38		$21.07	$20.96		$9.99	$9.93	
	A.3.19	Unbundled Loop Concentration - SPOTS Card		$12.46		$21.07	$20.96		$9.99	$9.93	
	A.3.20	Unbundled Loop Concentration - Specials Card		$7.43		$21.07	$20.96		$9.99	$9.93	
	A.3.21	Unbundled Loop Concentration - TEST CIRCUIT Card		$36.31		$21.07	$20.96		$9.99	$9.93	
	A.3.22	Unbundled Loop Concentration - Digital 19, 56, 64 Kbps Data		$11.01		$21.07	$20.96		$9.99	$9.93	
A.4	4-WIRE ANALOG VOICE GRADE LOOP										Cost Study
	A.4.1	4-Wire Analog Voice Grade Loop	1	$30.20		$271.60	$189.08		$122.15	$27.42	
			2	$43.01		$271.60	$189.08		$122.15	$27.42	
			3	$64.20		$271.60	$189.08		$122.15	$27.42	
A.5	2-WIRE ISDN DIGITAL GRADE LOOP										Cost Study
	A.5.1	2-Wire ISDN Digital Grade Loop	1	$28.33		$238.33	$155.81		$111.10	$18.28	
			2	$34.45		$238.33	$155.81		$111.10	$18.28	
			3	$35.62		$238.33	$155.81		$111.10	$18.28	
	A.5.6	Universal Digital Channel	1	$28.33		$238.33	$155.81		$111.10	$18.28	
			2	$34.45		$238.33	$155.81		$111.10	$18.28	
			3	$35.62		$238.33	$155.81		$111.10	$18.28	
A.6	2-WIRE ASYMMETRICAL DIGITAL SUBSCRIBER LINE (ADSL) COMPATIBLE LOOP										Cost Study
	A.6.1wLMU	2-WIRE ASYMMETRICAL DIGITAL SUBSCRIBER LINE (ADSL) COMPATIBLE LOOP (Nonrecurring w/ LMU)									
		A.6.1 2-Wire Asymmetrical Digital Subscriber Line (ADSL) Compatible Loop	1	$17.56		$391.71	$253.12		$154.23	$35.23	
			2	$18.81		$391.71	$253.12		$154.23	$35.23	
			3	$19.21		$391.71	$253.12		$154.23	$35.23	
	A.6.1woLMU	2-WIRE ASYMMETRICAL DIGITAL SUBSCRIBER LINE (ADSL) COMPATIBLE LOOP (Nonrecurring w/o LMU)									
		A.6.1 2-Wire Asymmetrical Digital Subscriber Line (ADSL) Compatible Loop	1	$17.56		$258.86	$175.48		$108.29	$15.46	
			2	$18.81		$258.86	$175.48		$108.29	$15.46	
			3	$19.21		$258.86	$175.48		$108.29	$15.46	
A.7	2-WIRE HIGH BIT RATE DIGITAL SUBSCRIBER LINE (HDSL) COMPATIBLE LOOP										Cost Study
	A.7.1wLMU	2-WIRE HIGH BIT RATE DIGITAL SUBSCRIBER LINE (HDSL) COMPATIBLE LOOP (Nonrecurring w/ LMU)									
		A.7.1 2-Wire High Bit Rate Digital Subscriber Line (HDSL) Compatible Loop	1	$13.84		$409.03	$270.44		$154.23	$35.23	
			2	$14.57		$409.03	$270.44		$154.23	$35.23	
			3	$15.14		$409.03	$270.44		$154.23	$35.23	
	A.7.1woLMU	2-WIRE HIGH BIT RATE DIGITAL SUBSCRIBER LINE (HDSL) COMPATIBLE LOOP (Nonrecurring w/o LMU)									
		A.7.1 2-Wire High Bit Rate Digital Subscriber Line (HDSL) Compatible Loop	1	$13.84		$276.19	$192.81		$108.29	$15.46	
			2	$14.57		$276.19	$192.81		$108.29	$15.46	
			3	$15.14		$276.19	$192.81		$108.29	$15.46	
A.8	4-WIRE HIGH BIT RATE DIGITAL SUBSCRIBER LINE (HDSL) COMPATIBLE LOOP										Cost Study
	A.8.1wLMU	4-WIRE HIGH BIT RATE DIGITAL SUBSCRIBER LINE (HDSL) COMPATIBLE LOOP (Nonrecurring w/ LMU)									
		A.8.1 4-Wire High Bit Rate Digital Subscriber Line (HDSL) Compatible Loop	1	$22.35		$466.24	$299.61		$161.19	$26.10	
			2	$22.79		$466.24	$299.61		$161.19	$26.10	
			3	$24.85		$466.24	$299.61		$161.19	$26.10	
	A.8.1woLMU	4-WIRE HIGH BIT RATE DIGITAL SUBSCRIBER LINE (HDSL) COMPATIBLE LOOP (Nonrecurring w/o LMU)									

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					Non Recurring	Nonrecurring First	Nonrecurring Additional	Non Recurring	Nonrecurring First	Nonrecurring Additional	
		A.8.1 4-Wire High Bit Rate Digital Subscriber Line (HDSL) Compatible Loop	1	$22.35		$333.40	$250.01		$114.30	$19.58	
			2	$22.79		$333.40	$250.01		$114.30	$19.58	
			3	$24.85		$333.40	$250.01		$114.30	$19.58	
A.9	4-WIRE DS1 DIGITAL LOOP										Cost Study
	A.9.1	4-Wire DS1 Digital Loop	1	$92.48		$505.12	$315.18		$82.85	$21.69	
			2	$119.68		$505.12	$315.18		$82.85	$21.69	
			3	$194.70		$505.12	$315.18		$82.85	$21.69	
	A.9.2	Sub-Loop Feeder Per 4-Wire DS1 Digital Loop	1	$56.00		$211.55	$129.04		$127.78	$33.06	
			2	$80.13		$211.55	$129.04		$127.78	$33.06	
			3	$156.12		$211.55	$129.04		$127.78	$33.06	
A.10	4-WIRE 19, 56 OR 64 KBPS DIGITAL GRADE LOOP										Cost Study
	A.10.1	4-Wire 19, 56 or 64 Kbps Digital Grade Loop	1	$33.90		$260.18	$177.66		$122.15	$27.42	
			2	$44.72		$260.18	$177.66		$122.15	$27.42	
			3	$50.85		$260.18	$177.66		$122.15	$27.42	
A.12	CONCENTRATION PER SYSTEM PER FEATURE ACTIVATED (OUTSIDE CENTRAL OFFICE)										Cost Study
	A.12.1	Unbundled Loop Concentration - System A (TR008)		$477.76		$408.22	$222.37		$236.02	$74.84	
	A.12.2	Unbundled Loop Concentration - System B (TR008)		$85.12		$408.22	$222.37		$236.02	$74.84	
	A.12.3	Unbundled Loop Concentration - System A (TR303)		$512.86		$408.22	$222.37		$236.02	$74.84	
	A.12.4	Unbundled Loop Concentration - System B (TR303)		$120.21		$408.22	$222.37		$236.02	$74.84	
	A.12.5	Unbundled Sub-loop Concentration - USLC Feeder Interface	1	$56.65		$211.55	$129.04		$127.78	$33.06	
			2	$65.68		$211.55	$129.04		$127.78	$33.06	
			3	$107.08		$211.55	$129.04		$127.78	$33.06	
	A.12.6	Unbundled Loop Concentration - POTS Card		$2.12		$21.07	$20.96		$9.99	$9.93	
	A.12.7	Unbundled Loop Concentration - ISDN (Brite Card)		$8.48		$21.07	$20.96		$9.99	$9.93	
	A.12.8	Unbundled Loop Concentration - SPOTS Card		$12.61		$21.07	$20.96		$9.99	$9.93	
	A.12.9	Unbundled Loop Concentration - Specials Card		$7.52		$21.07	$20.96		$9.99	$9.93	
	A.12.10	Unbundled Loop Concentration - TEST CIRCUIT Card		$36.76		$21.07	$20.96		$9.99	$9.93	
	A.12.11	Unbundled Loop Concentration - Digital 19, 56, 64 Kbps Data		$11.14		$21.07	$20.96		$9.99	$9.93	
A.13	2-WIRE COPPER LOOP										Cost Study
	A.13.1wLMU	2-Wire Copper Loop - short (Nonrecurring w/ LMU)									
		A.13.1 2-Wire Copper Loop - short	1	$17.56		$389.84	$251.26		$154.23	$35.23	
			2	$18.81		$389.84	$251.26		$154.23	$35.23	
			3	$19.21		$389.84	$251.26		$154.23	$35.23	
	A.13.1woLMU	2-Wire Copper Loop - short (Nonrecurring w/o LMU)									
		A.13.1 2-Wire Copper Loop - short	1	$17.56		$257.00	$173.62		$108.29	$15.46	
			2	$18.81		$257.00	$173.62		$108.29	$15.46	
			3	$19.21		$257.00	$173.62		$108.29	$15.46	
	A.13.7wLMU	2-Wire Copper Loop - long (Nonrecurring w/ LMU)									
		A.13.7 2-Wire Copper Loop - long	1	$48.79		$331.86	$193.27		$154.23	$35.23	
			2	$58.13		$331.86	$193.27		$154.23	$35.23	
			3	$71.17		$331.86	$193.27		$154.23	$35.23	
	A.13.7woLMU	2-Wire Copper Loop - long (Nonrecurring w/o LMU)									
		A.13.7 2-Wire Copper Loop - long	1	$48.79		$199.01	$115.63		$108.29	$15.46	
			2	$58.13		$199.01	$115.63		$108.29	$15.46	
			3	$71.17		$199.01	$115.63		$108.29	$15.46	
A.14	4-WIRE COPPER LOOP										Cost Study
	A.14.1wLMU	4-Wire Copper Loop - short (Nonrecurring w/ LMU)									
		A.14.1 4-Wire Copper Loop - short	1	$25.56		$438.27	$299.68		$161.19	$39.76	

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					Non Recurring	Nonrecurring First	Nonrecurring Additional	Non Recurring	Nonrecurring First	Nonrecurring Additional	
			2	$30.53		$438.27	$299.68		$161.19	$39.76	
			3	$32.24		$438.27	$299.68		$161.19	$39.76	
	A.14.1woLMU	4-Wire Copper Loop - short (Nonrecurring w/o LMU)									
		A.14.1 4-Wire Copper Loop - short	1	$25.56		$305.43	$222.05		$114.30	$19.58	
			2	$30.53		$305.43	$222.05		$114.30	$19.58	
			3	$32.24		$305.43	$222.05		$114.30	$19.58	
	A.14.7wLMU	4-Wire Copper Loop - long (Nonrecurring w/ LMU)									
		A.14.7 4-Wire Copper Loop - long	1	$82.70		$380.29	$241.70		$161.19	$39.76	
			2	$119.02		$380.29	$241.70		$161.19	$39.76	
			3	$147.54		$380.29	$241.70		$161.19	$39.76	
	A.14.7woLMU	4-Wire Copper Loop - long (Nonrecurring w/o LMU)									
		A.14.7 4-Wire Copper Loop - long	1	$82.70		$247.44	$164.06		$114.30	$19.58	
			2	$119.02		$247.44	$164.06		$114.30	$19.58	
			3	$147.54		$247.44	$164.06		$114.30	$19.58	
A.15	**UNBUNDLED NETWORK TERMINATING WIRE (NTW)**										Cost Study
	A.15.1	Unbundled Network Terminating Wire (NTW) per Pair		$.4555	$65.35						
A.16	**HIGH CAPACITY UNBUNDLED LOCAL LOOP**										Cost Study
	A.16.1	High Capacity Unbundled Local Loop - DS3 - Facility Termination		$404.58		$903.37	$528.05		$221.46	$154.90	
	A.16.2	High Capacity Unbundled Local Loop - DS3 - Per Mile		$11.77							
	A.16.4	High Capacity Unbundled Local Loop - OC3 - Facility Termination		$646.60		$966.45	$408.85		$111.56	$108.34	
	A.16.5	High Capacity Unbundled Local Loop - OC3 - Per Mile		$8.93							
	A.16.7	High Capacity Unbundled Local Loop - OC12 - Facility Termination		$2,053.06		$1,183.46	$408.85		$111.56	$108.34	
	A.16.8	High Capacity Unbundled Local Loop - OC12 - Per Mile		$10.99							
	A.16.10	High Capacity Unbundled Local Loop - OC48 - Facility Termination		$1,685.97		$1,183.46	$408.85		$111.56	$108.34	
	A.16.11	High Capacity Unbundled Local Loop - OC48 - Per Mile		$36.04							
	A.16.13	High Capacity Unbundled Local Loop - OC48 - Interface OC12 on OC48		$587.71		$543.72	$312.05		$111.56	$108.34	
	A.16.15	High Capacity Unbundled Local Loop - STS-1 - Facility Termination		$446.09		$903.37	$528.05		$221.46	$154.90	
	A.16.16	High Capacity Unbundled Local Loop - STS-1 - Per Mile		$11.77							
A.17	**LOOP CONDITIONING**										Cost Study
	A.17.1	Unbundled Loop Modification - Load Coil / Equipment Removal - short			$65.40						
	A.17.2	Unbundled Loop Modification - Load Coil / Equipment Removal - long - First and Additional				$710.71	$23.77				
	A.17.3	Unbundled Loop Modification - Bridged Tap Removal			$65.44						
	A.17.5	Unbundled Sub-Loop Modification - 2W/4W Copper Distribution Load Coil/Equipment Removal				$357.81	$8.15				
	A.17.6	Unbundled Sub-Loop Modification - 2W/4W Copper Distribution Briged Tap Removal				$562.71	$10.19				
A.18	**MULTIPLEXERS**										Cost Study
	A.18.1	Channelization - Channel System DS1 to DS0		$153.60		$182.14	$125.18		$19.52	$18.14	
	A.18.2	Interface Unit - Interface DS1 to DS0 - OCU-DP Card		$2.20		$13.16	$9.43				
	A.18.3	Interface Unit - Interface DS1 to DS0 - BRITE Card		$3.83		$13.16	$9.43				
	A.18.4	Interface Unit - Interface DS1 to DS0 - Voice Grade Card		$1.45		$13.16	$9.43				
	A.18.5	Channelization - Channel System DS3 to DS1		$220.97		$356.40	$188.00		$61.64	$58.98	
	A.18.6	Interface Unit - Interface DS3 to DS1		$14.40		$13.16	$9.43				
A.19	**LOOP TESTING BEYOND VOICE GRADE**										Cost Study
	A.19.1	Loop Testing Beyond VG - Basic per 1/2 hour *				$122.47	$58.83				
	A.19.2	Loop Testing Beyond VG - Overtime per 1/2 hour *				$160.22	$77.19				
	A.19.3	Loop Testing Beyond VG - Premium per 1/2 hour *				$197.97	$95.56				
B.0	**UNBUNDLED LOCAL EXCHANGE PORTS AND FEATURES**										Cost Study

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BellSouth/MCI Interconnection Agreement

Cost Ref. No.		Description	Zone	Recurring	INSTALLATION			DISCONNECT			Source
					Non Recurring	Nonrecurring First	Nonrecurring Additional	Non Recurring	Nonrecurring First	Nonrecurring Additional	
B.1	EXCHANGE PORTS										
	B.1.1	Exchange Ports - 2-Wire Analog Line Port (Res., Bus., Centrex, Coin)		$1.62		$4.76	$4.54		$2.76	$2.59	
	B.1.2	Exchange Ports - 4-Wire Analog Voice Grade Port		$8.74		$4.76	$4.54		$2.82	$2.64	
	B.1.3	Exchange Ports - 2-Wire DID Port		$9.38		$248.44	$37.49		$113.28	$7.12	
	B.1.4	Exchange Ports - DDITS Port		$63.31		$413.93	$191.44		$137.29	$4.65	
	B.1.5	Exchange Ports - 2-Wire ISDN Port		$10.20		$155.34	$106.00		$93.37	$20.98	
	B.1.6	Exchange Ports - 4-Wire ISDN DS1 Port		$95.39		$417.51	$203.18		$149.75	$37.93	
	B.1.7	Exchange Ports - 2-Wire Analog Line Port (PBX)		$1.62		$62.56	$29.70		$26.37	$1.69	
B.4	FEATURES										Cost Study
	B.4.10	Centrex Functionality		$.8903							
	B.4.13	Features per port		$3.40							
C.0	UNBUNDLED SWITCHING AND LOCAL INTERCONNECTION										
C.1	END OFFICE SWITCHING										Cost Study
	C.1.1	End Office Switching Function, Per MOU		$.0008846							
	C.1.2	End Office Trunk Port - Shared, Per MOU		$.0001893							
C.2	TANDEM SWITCHING										Cost Study
	C.2.1	Tandem Switching Function Per MOU		$.0001522							
	C.2.2	Tandem Trunk Port - Shared, Per MOU		$.0002713							
D.0	UNBUNDLED TRANSPORT AND LOCAL INTEROFFICE TRANSPORT										
D.1	COMMON TRANSPORT										Cost Study
	D.1.1	Common Transport - Per Mile, Per MOU		$.0000039							
	D.1.2	Common Transport - Facilities Termination Per MOU		$.0004579							
D.2	INTEROFFICE TRANSPORT - DEDICATED - VOICE GRADE										Cost Study
	D.2.1	Interoffice Transport - Dedicated - 2-Wire Voice Grade - Per Mile		$.0098							
	D.2.2	Interoffice Transport - Dedicated - 2- Wire Voice Grade - Facility Termination		$26.52		$81.09	$54.83		$31.01	$12.78	
D.3	INTEROFFICE TRANSPORT - DEDICATED - DS0 - 56/64 KBPS										Cost Study
	D.3.1	Interoffice Transport - Dedicated - DS0 - Per Mile		$.0098							
	D.3.2	Interoffice Transport - Dedicated - DS0 - Facility Termination		$19.31		$81.11	$54.83		$31.01	$12.78	
D.4	INTEROFFICE TRANSPORT - DEDICATED - DS1										Cost Study
	D.4.1	Interoffice Transport - Dedicated - DS1 - Per Mile		$.2000							
	D.4.2	Interoffice Transport - Dedicated - DS1 - Facility Termination		$92.62		$178.59	$163.66		$30.30	$26.76	
D.5	LOCAL CHANNEL - DEDICATED										Cost Study
	D.5.1	Local Channel - Dedicated - 2-Wire Voice Grade	1	$29.33		$386.34	$66.36		$67.91	$5.92	
			2	$35.02		$386.34	$66.36		$67.91	$5.92	
			3			$386.34	$66.36		$67.91	$5.92	
	D.5.2	Local Channel - Dedicated - 4-Wire Voice Grade	1	$30.50		$387.21	$67.22		$68.78	$6.79	
			2	$36.18		$387.21	$67.22		$68.78	$6.79	
			3			$387.21	$67.22		$68.78	$6.79	
	D.5.7	Local Channel - Dedicated - DS3 - Per Mile		$9.16							
	D.5.8	Local Channel - Dedicated - DS3 - Facility Termination		$556.27		$903.37	$528.05		$221.46	$154.90	
	D.5.10	Local Channel - Dedicated - OC3 - Per Mile		$7.69							
	D.5.11	Local Channel - Dedicated - OC3 - Facility Termination		$933.43		$966.45	$408.85		$111.56	$108.34	
	D.5.13	Local Channel - Dedicated - OC12 - Per Mile		$10.99							
	D.5.14	Local Channel - Dedicated - OC12 - Facility Termination		$2,733.10		$1,183.46	$408.85		$111.56	$108.34	
	D.5.16	Local Channel - Dedicated - OC48 - Per Mile		$36.04							
	D.5.17	Local Channel - Dedicated - OC48 - Facility Termination		$1,929.99		$1,183.46	$408.85		$111.56	$108.34	

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					Non Recurring	Nonrecurring First	Nonrecurring Additional	Non Recurring	Nonrecurring First	Nonrecurring Additional	
	D.5.19	Local Channel - Dedicated - OC48 - Interface OC12 on OC48		$581.95		$543.72	$312.05		$111.56	$108.34	
	D.5.21	Local Channel - Dedicated - STS-1 - Facility Termination		$565.48		$903.37	$528.05		$221.46	$154.90	
	D.5.23	Local Channel - Dedicated - STS-1 -Per Mile		$9.16							
	D.5.24	Local Channel - Dedicated - DS1	1	$43.53		$355.08	$307.54		$41.13	$28.28	
			2	$58.19		$355.08	$307.54		$41.13	$28.28	
			3	$108.24		$355.08	$307.54		$41.13	$28.28	
D.6	INTEROFFICE TRANSPORT - DEDICATED - DS3										Cost Study
	D.6.1	Interoffice Transport - Dedicated - DS3 - Per Mile		$4.17							
	D.6.2	Interoffice Transport - Dedicated - DS3 - Facility Termination		$1,121.93		$557.69	$325.61		$111.56	$108.34	
D.7	INTEROFFICE TRANSPORT - DEDICATED - OC3										Cost Study
	D.7.1	Interoffice Transport - Dedicated - OC3 - Per Mile		$8.24							
	D.7.2	Interoffice Transport - Dedicated - OC3 - Facility Termination		$3,020.08		$869.65	$312.05		$111.56	$108.34	
D.8	INTEROFFICE TRANSPORT - DEDICATED - OC12										Cost Study
	D.8.1	Interoffice Transport - Dedicated - OC12 - Per Mile		$26.45							
	D.8.2	Interoffice Transport - Dedicated - OC12 - Facility Termination		$11,599.14		$1,086.66	$312.05		$111.56	$108.34	
D.9	INTEROFFICE TRANSPORT - DEDICATED - OC48										Cost Study
	D.9.1	Interoffice Transport - Dedicated - OC48 - Per Mile		$34.07							
	D.9.2	Interoffice Transport - Dedicated - OC48 - Facility Termination		$12,460.76		$1,086.66	$312.05		$111.56	$108.34	
	D.9.4	Interoffice Transport - Dedicated - OC48 - Interface OC12 on OC48		$1,199.42		$543.72	$312.05		$111.56	$108.34	
D.10	INTEROFFICE TRANSPORT - DEDICATED - STS-1										Cost Study
	D.10.1	Interoffice Transport - Dedicated - STS-1 - Per Mile		$4.17							
	D.10.2	Interoffice Transport - Dedicated - STS-1 - Facility Termination		$1,105.98		$557.69	$325.61		$111.56	$108.34	
D.12	INTEROFFICE TRANSPORT - DEDICATED - 4-WIRE VOICE GRADE										Cost Study
	D.12.1	Interoffice Transport - Dedicated - 4-Wire Voice Grade - Per Mile		$.0098							
	D.12.2	Interoffice Transport - Dedicated - 4-Wire Voice Grade - Facility Termination		$23.64		$81.09	$54.83		$31.01	$12.78	
	TRUNK INSTALLATION - MINIMUM 24 TRUNKS **					$915.00	$100.00				E.6 FL Access Tariff
E.0	SIGNALING NETWORK, DATA BASES, & SERVICE MANAGEMENT SYSTEMS										
E.1	800 ACCESS TEN DIGIT SCREENING										Cost Study
	E.1.1	800 Access Ten Digit Screening, Per Call		$.0006531							
	E.1.2	800 Access Ten Digit Screening, Reservation Charge Per 800 Number Reserved				$5.16	$.88				
	E.1.3	800 Access Ten Digit Screening, Per 800 No. Established W/O POTS Translations				$11.88	$1.61		$9.14	$1.08	
	E.1.4	800 Access Ten Digit Screening, Per 800 No. Established With POTS Translations				$11.88	$1.61		$9.14	$1.08	
	E.1.5	800 Access Ten Digit Screening, Customized Area of Service Per 800 Number				$5.16	$2.58				
	E.1.6	800 Access Ten Digit Screening, Multiple InterLATA CXR Routing Per CXR Requested Per 800 No.				$6.04	$3.46				
	E.1.7	800 Access Ten Digit Screening, Change Charge Per Request				$6.04	$.88				
	E.1.8	800 Access Ten Digit Screening, Call Handling and Destination Features				$5.16					
	E.1.9	800 Access Ten Digit Screening, w/ 8FL No. Delivery		$.0006531							
	E.1.10	800 Access Ten Digit Screening, w/ POTS No. Delivery		$.0006531							
E.2	LINE INFORMATION DATA BASE ACCESS (LIDB)										Cost Study
	E.2.1	LIDB Common Transport Per Query		$.0000234							
	E.2.2	LIDB Validation Per Query		$.0137460							
	E.2.3	LIDB Originating Point Code Establishment or Change			$68.66			$84.19			
E.3	CCS7 SIGNALING TRANSPORT										Cost Study

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	E.3.1	CCS7 Signaling Connection, Per 56Kbps Facility		$18.78	$71.08			$32.88			
	E.3.2	CCS7 Signaling Termination, Per STP Port		$154.51							
	E.3.3	CCS7 Signaling Usage, Per Call Setup Message		$.0000166							
	E.3.4	CCS7 Signaling Usage, Per TCAP Message		$.0000666							
	E.3.7	CCS7 Signaling Connection, Per link (A link)		$18.78							
	E.3.8	CCS7 Signaling Connection, Per link (B link) (also known as D link)		$18.78							
	E.3.9	CCS7 Signaling Usage, Per ISUP Message		$.0000166							
	E.3.10	CCS7 Signaling Usage Surrogate, per link		$761.79							
	E.3.11	CCS7 Signaling Point Code, Establishment or Change, per STP affected			$58.04			$71.16			
E.4	BELLSOUTH CALLING NAME (CNAM) DATABASE (DB) SERVICE										Cost Study
	E.4.1	CNAM for DB Owners - Service Establishment, Manual *				$45.92			$42.22		
	E.4.2	CNAM for Non DB Owners - Service Establishment, Manual *				$45.92			$42.22		
	E.4.3	CNAM for DB Owners Service Provisioning with Point Code Establishment *				$1,982.41	$1,466.16		$538.03	$395.61	
	E.4.4	CNAM for Non DB Owners Service Provisioning with Point Code Establishment *				$684.89	$490.44		$550.69	$395.61	
	E.4.5	CNAM for DB and Non DB Owners, Per Query		$.0010353							
E.5	BELLSOUTH ACCESS TO E911 SERVICE										Cost Stuoy
	E.5.1	BellSouth E911 Access - Local Channel - Dedicated - 2-wire Voice Grade (Same as D.5.1)	1	$29.33		$386.34	$66.36		$67.91	$5.92	
			2	$35.02		$386.34	$66.36		$67.91	$5.92	
			3			$386.34	$66.36		$67.91	$5.92	
	E.5.2	BellSouth E911 Access - Interoffice Transport - Dedicated - 2-wire Voice Grade Per Mile (Same as D.2.1)		$.0098							
	E.5.3	BellSouth E911 Access - Interoffice Transport - Dedicated - 2-wire Voice Grade Per Facility Termination (Same as D.2.2)		$26.52		$81.09	$54.83		$31.01	$12.78	
	E.5.4	BellSouth E911 Access - Local Channel - Dedicated - DS1 (Same as D.5.24)	1	$43.53		$355.08	$307.54		$41.13	$28.28	
			2	$58.19		$355.08	$307.54		$41.13	$28.28	
			3	$108.24		$355.08	$307.54		$41.13	$28.28	
	E.5.5	BellSouth E911 Access - Interoffice Transport - Dedicated - DS1 Per Mile (Same as D.4.1)		$.2000							
	E.5.6	BellSouth E911 Access - Interoffice Transport - Dedicated - DS1 Per Facility Termination (Same as D.4.2)		$92.62		$178.59	$163.66		$30.30	$26.76	
E.6	LNP QUERY SERVICE										Cost Study
	E.6.1	LNP Cost Per query		$.0008720							
	E.6.2	LNP Service Establishment Manual *				$25.04			$23.03		
	E.6.3	LNP Service Provisioning with Point Code Establishment *				$1,187.38	$606.60		$538.03	$395.61	
G.9	SELECTIVE ROUTING (INTERIM SOLUTION LINE CLASS CODES)										Cost Study
	G.9.1	Selective Routing Per Unique Line Class Code Per Request Per Switch			$169.46			$28.23			
G.11	SELECTIVE CARRIER ROUTING (AIN SOLUTION)										Cost Study
	G.11.1	Service Establishment per CLEC			$202,270.80			$17,188.36			
	G.11.2	Service Establishment per End Office			$341.01			$3.39			
	G.11.4	Query Cost		$.0034057							
H.0	COLLOCATION										
H.1	PHYSICAL COLLOCATION **										E.20.2 FL Access Tariff
	H.1.1	Physical Collocation - Application Cost			$3,791.00						
	H.1.46	Physical Collocation - Application Cost - Subsequent			$3,160.00						
	H.1.41	Space Preparation - C.O. Modification per square ft.		$2.58							
	H.1.42	Space Preparation - Common Systems Modification per sq ft. - Cageless		$2.96							
	H.1.43	Space Preparation - Common Systems Modification - per Cage		$100.66							
	H.1.45	Firm Order Processing			$1,211.00						
	H.1.23	Physical Collocation - Welded Wire Cage First 100 Sq. Ft.		$205.93							

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	H.1.24	Physical Collocation - Welded Wire Cage Addn'l 50 Sq. Ft.		$20.20							
	H.1.5	Physical Collocation - Cable Installation Cost per Cable			$1,826.00						
	H1.6	Physical Collocation - Floor Space per Sq. Ft		$6.57							
	H.1.7	Physical Collocation - Cable Support Structure per Entrance Cable		$21.66							
	H.1.8	Physical Collocation - Power, per Fused AMP		$8.86							
	H.1.50	Physical Collocation - 120V, Single Phase Standby Pwr Cost		$5.62							
	H.1.51	Physical Collocation - 240V, Single Phase Standby Pwr / AC Breaker AMP		$11.26							
	H.1.52	Physical Collocation - 120V, Three Phase Standby Pwr/ AC Breaker AMP		$16.88							
	H.1.53	Physical Collocation - 277V, Three Phase Standby Pwr/ AC Breaker AMP		$38.98							
	H.1.9	Physical Collocation - 2-Wire Cross-Connects		$0.074		$34.53	$32.51				
	H.1.10	Physical Collocation - 4-Wire Cross-Connects		$0.148		$34.54	$32.53				
	H.1.11	Physical Collocation - DS1 Cross-Connects		$1.29		$54.15	$40.94				
	H.1.12	Physical Collocation - DS3 Cross-Connects		$17.48		$53.28	$39.65				
	H.1.31	Physical Collocation - 2-Fiber Cross-Connects		$2.96		$53.28	$39.66				
	H.1.32	Physical Collocation - 4-Fiber Cross-Connects		$5.66		$66.08	$52.47				
	H.1.17	Physical Collocation - Security Escort - Basic per Half Hour									
	H.1.18	Physical Collocation - Security Escort - Overtime per Half Hour									
	H.1.19	Physical Collocation - Security Escort - Premium per Half Hour									
	H.1.37	Security Access System - Security System per Central Office Premises		$89.48							
	H.1.38	Security Access System - New Access Card Activation, per card		$0.06	$56.03						
	H.1.39	Access Card Administrative Change, Existing card, per card			$15.71						
	H.1.40	Access Card, Replace lost or stolen card, per card			$45.93						
	H.1.47	Space Availability Report per C.O.			$2,168.00						
	H.1.48	Co-Carrier Cross-Connect Fiber Cable Support Structure/ Linear Ft./ Ca		$0.003	$540.00						
	H.1.49	Co-Carrier Cross-Connect Copper or Coaxial Ca Support Str/ Linear Ft./ Ca		$0.004	$540.00						
H.4	**ADJACENT COLLOCATION ****										E.20.2 FL Access Tariff
	H.4.1	Adjacent Collocation - Space Cost per Sq. Ft.		$0.182							
	H.4.2	Adjacent Collocation - Electrical Facility Cost per Linear Ft.		$6.07							
	H.4.3	Adjacent Collocation - 2-Wire Cross-Connects		$0.074		$34.53	$32.51				
	H.4.4	Adjacent Collocation - 4-Wire Cross-Connects		$0.148		$34.54	$32.53				
	H.4.5	Adjacent Collocation - DS1 Cross-Connects		$1.29		$54.15	$40.94				
	H.4.6	Adjacent Collocation - DS3 Cross-Connects		$17.48		$53.28	$39.65				
	H.4.7	Adjacent Collocation - 2-Fiber Cross-Connects		$2.96		$53.28	$39.66				
	H.4.8	Adjacent Collocation - 4-Fiber Cross-Connects		$5.66		$66.08	$52.47				
	H.4.16	Adjacent Collocation - 120V, Single Phase Standby Power Cost		$5.62							
	H.4.17	Adjacent Collocation - 240V, Single Phase Standby Pwr/ AC Breaker AMP		$11.26							
	H.4.18	Adjacent Collocation - 120V, Three Phase Standby Pwr / AC Breaker AMP		$16.88							
	H.4.19	Adjacent Collocation - 277V, Three Phase Standby Pwr/ AC Breaker AMP		$38.98							
	H.4.9	Adjacent Collocation - Application Cost			$2,677.00						
	H.1.7	Adjacent Collocation - Cable Support Structure per Entrance Cable		$21.66							
	VIRTUAL COLLOCATION **										4/29/98 FPSC Order
		Virtual Colloation - Application Fee/Planning Fee Initial Request			$4,122.00						
		Virtual Colloation - Application Fee/Planning Fee Additional Cable Request			$1,249.00						
		Virtual Colloation - Floor Space/Land and Building, per sq. ft.		$4.25							
		Virtual Colloation - Cable Installation, per Cable		$12.45	$965.00						
		Virtual Colloation - Cable Rack, per 1/4 Rack		$2.24							
		Virtual Colloation - Power, per Amp		$6.95							
		Virtual Colloation - Cross Connects									
		2-Wire, per 100 Circuits		$5.02	$1,157.00						
		4-Wire, per 100 Circuits		$5.02	$1,157.00						
		DS1 - DCS, per 28 Circuits		$226.39	$1,950.00						
		DS1 - DSX, per 28 Circuits		$11.51	$1,950.00						
		DS3 - DCS, per Circuit		$56.97	$528.00						

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						First	Additional		First	Additional	
		DS3 - DSX per Circuit		$10.06	$528.00						
		Fiber Cross Connect, per Connection		$6.71	$2,431.00						
		Virtual to Virtual Connection									
		Fiber, per Cable		$0.19	$526.17						
		DS1/DS3, per Cable		$0.17	$134.46						
		Virtual Collocation Equipment Maintenance and Security Escort									
		Regular Time, per 1/4 Hour			$10.89						
		Overtime, per 1/4 Hour			$13.64						
		Premium Time, per 1/4 Hour			16.40						
I.0	INTERIM SERVICE PROVIDER NUMBER PORTABILITY										
I.1	INTERIM SERVICE PROVIDER NUMBER PORTABILITY - RCF										Cost Study
	I.1.1	Service Provider Number Portability - RCF, Per Number Ported		$2.37	$.5163			$.0560			
	I.1.2	Service Provider Number Portability - RCF, Per Additional Path		$.8288							
I.2	SERVICE PROVIDER NUMBER PORTABILITY - DID										Cost Study
	I.2.1	Service Provider Number Portability - DID, Per Number Ported, Residence			$.8621			$.9349			
	I.2.2	Service Provider Number Portability - DID, Per Number Ported, Business			$.8621			$.9349			
	I.2.4	Service Provider Number Portability - DID, Per Trunk Termination, Initial		$63.31	$390.60			$57.57			
	I.2.5	Service Provider Number Portability - DID, Per Trunk Termination, Subsequent		$63.31	$141.73			$57.57			
I.4	SERVICE PROVIDER NUMBER PORTABILITY RIPH										Cost Study
	I.4.1	Service Provider Number Portability - RIPH, Functionality, Per Central office			$164.15			$4.99			
	I.4.2	Service Provider Number Portability - RIPH, Functionality, Per Rearrangement			$39.64						
	I.4.3	Service Provider Number Portability - RI-PH, Per Number Ported		$2.11	$.3922			$.0425			
J.0	OTHER										
J.1	DARK FIBER										Cost Study
	J.1.2	Dark Fiber, Per Four Fiber Strands, Per Route Mile or Fraction Thereof - Local Channel/Loop		$58.35		$1,278.62	$275.82		$587.64	$366.34	
	J.1.3	Dark Fiber, Per Four Fiber Strands, Per Route Mile or Fraction Thereof - Interoffice		$28.82		$1,278.62	$275.82		$587.64	$366.34	
J.3	LOOP MAKE UP										Cost Study
	J.3.1	MechanizedLoop Make up		$.6888							
	J.3.3	Manual Loop Make-up w/o Facility Reservation Number			$132.82						
	J.3.4	Manual Loop Make-up w/ Facility Reservation Number			$138.61						
J.4	LINE SHARING SPLITTER - DATA **										Cost Study
	J.4.1	Line Sharing Splitter, per System 96 Line Capacity in the Central Office (LSOD)		$201.46		$347.67					
	J.4.1	Line Sharing Splitter, per System 96 Line Capacity in the Central Office (LSOD) - Disconnect Only				$330.40					
	J.4.2	Line Sharing Splitter, per System 24 Line Capacity in the Central Office (LSOD)		$50.37		$347.67					
	J.4.2	Line Sharing Splitter, per System 24 Line Capacity in the Central Office (LSOD) - Disconnect Only				$330.40					
	J.4.3	Line Sharing Splitter - per Line Activation in the Central Office (LSOD)		$7.71		$37.02	$21.20				
	J.4.3	Line Sharing Splitter - per Line Activation in the Central Office (LSOD) - Disconnect Only				$19.56	$9.60				
	J.4.4	Line Sharing Splitter - per Subsequent Activity per Line Rearrangement (LSR)				$32.78	$16.38				
		For Line Sharing Splitter in Remote Terminal - Use Applicable Line Sharing CO Prices on Interim Basis									
J.5	ACCESS TO THE DCS										Cost Study
	J.5.1	Customer Reconfiguration Establishment				$2.95			$3.41		
	J.5.2	DS1 DCS Termination with DS0 Switching		$28.51		$51.10	$39.33		$30.82	$24.79	
	J.5.3	DS1 DCS Termination with DS1 Switching		$12.14		$36.94	$25.16		$22.63	$16.60	
	J.5.4	DS3 DCS Termination with DS1 Switching		$153.17		$51.10	$39.33		$30.82	$24.79	
K.0	ADVANCED INTELLIGENT NETWORK (AIN) SERVICES										

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Florida Prices
BellSouth/MCI Interconnection Agreement

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					Non Recurring	Nonrecurring First	Nonrecurring Additional	Non Recurring	Nonrecurring First	Nonrecurring Additional	
K.1	BELLSOUTH AIN SMS ACCESS SERVICE										Cost Study
	K.1.1	AIN SMS Access Service - Service Establishment, Per State, Initial Setup			$78.90			$81.39			
	K.1.2	AIN SMS Access Service - Port Connection - Dial/Shared Access			$15.66			$18.18			
	K.1.3	AIN SMS Access Service - Port Connection - ISDN Access			$15.66			$18.18			
	K.1.4	AIN SMS Access Service - User Identification Codes - Per User ID Code			$70.03			$54.13			
	K.1.5	AIN SMS Access Service - Security Card, Per User ID Code, Initial or Replacement			$83.79			$23.42			
	K.1.6	AIN SMS Access Service - Storage, Per Unit (100 Kilobytes)		$.0030							
	K.1.7	AIN SMS Access Service - Session, Per Minute		$.8102							
	K.1.8	AIN SMS Access Service - Company Performed Session, Per Minute		$.8348							
K.2	BELLSOUTH AIN TOOLKIT SERVICE										Cost Study
	K.2.1	AIN Toolkit Service - Service Establishment Charge, Per State, Initial Setup			$78.90			$81.39			
	K.2.2	AIN Toolkit Service - Training Session, Per Customer			$8,407.34						
	K.2.3	AIN Toolkit Service - Trigger Access Charge, Per Trigger, Per DN, Term. Attempt			$15.66			$18.17			
	K.2.4	AIN Toolkit Service - Trigger Access Charge, Per Trigger, Per DN, Off-Hook Delay			$15.66			$18.17			
	K.2.5	AIN Toolkit Service - Trigger Access Charge, Per Trigger, Per DN, Off-Hook Immediate			$15.66			$18.17			
	K.2.6	AIN Toolkit Service - Trigger Access Charge, Per Trigger, Per DN, 10-Digit PODP			$68.95			$28.72			
	K.2.7	AIN Toolkit Service - Trigger Access Charge, Per Trigger, Per DN, CDP			$68.95			$28.72			
	K.2.8	AIN Toolkit Service - Trigger Access Charge, Per Trigger, Per DN, Feature Code			$68.95			$28.72			
	K.2.9	AIN Toolkit Service - Query Charge, Per Query		$.0549426							
	K.2.10	AIN Toolkit Service - Type 1 Node Charge, Per AIN Toolkit Subscription, Per Node, Per Query		$.0067157							
	K.2.11	AIN Toolkit Service - SCP Storage Charge, Per SMS Access Account, Per 100 Kilobytes		$.07							
	K.2.12	AIN Toolkit Service - Monthly report - Per AIN Toolkit Service Subscription		$12.23	$15.66			$11.01			
	K.2.13	AIN Toolkit Service - Special Study - Per AIN Toolkit Service Subscription		$3.89	$17.32						
	K.2.14	AIN Toolkit Service - Call Event Report - Per AIN Toolkit Service Subscription		$8.48	$15.66			$11.01			
	K.2.15	AIN Toolkit Service - Call Event Special Study - Per AIN Toolkit Service Subscription		$.13	$17.32						
L.0	ACCESS DAILY USAGE FILE (ADUF)										
L.1	ACCESS DAILY USAGE FILE (ADUF)										Cost Study
	L.1.1	ADUF, Message Processing, per message		$.014367							
	L.1.3	ADUF, Data Transmission (CONNECT:DIRECT), per message		$.00012975							
M.0	DAILY USAGE FILES										
M.1	ENHANCED OPTIONAL DAILY USAGE FILE										Cost Study
	M.1.1	Enhanced Optional Daily usage File: Message Processing, Per Message		$.228759							
M.2	OPTIONAL DAILY USAGE FILE										Cost Study
	M.2.1	Optional Daily Usage File: Recording, per Message		$.0000082							
	M.2.2	Optional Daily Usage File: Message Processing, Per Message		$.006814							
	M.2.3	Optional Daily Usage File: Message Processing, Per Magnetic Tape Provisioned		$48.78							
	M.2.4	Optional Daily Usage File: Data Transmission (CONNECT:DIRECT), Per Message		$.00010812							
N.0	NONRECURRING COSTS										
N.1	SERVICE ORDER										Cost Study
	N.1.1	Electronic Service Order, per local service request			$2.75			$0.42			
	N.1.2	Manual Service Order, per local service request			$21.56			$3.84			
	N.1.5	Order Coordination			$16.31						
	N.1.6	Order Coordination for Specified Conversion Time			$36.18						
P.0	UNBUNDLED LOOP COMBINATIONS										
	NOTE: New loop/transport (EEL) combinations are only available in Miami, Tampa and Orlando MSAs in Zone Density 1 for business customers with four or more lines.										

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Florida Prices
BellSouth/MCI Interconnection Agreement

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					Non Recurring	Nonrecurring First	Nonrecurring Additional	Non Recurring	Nonrecurring First	Nonrecurring Additional	
P.1	2-WIRE VOICE GRADE LOOP WITH 2-WIRE LINE PORT (RES, BUS, COIN, CENTREX, PBX)										Cost Study
	P.1.RESBUS	2-Wire VG Loop/Port Combo (Res, Bus, Coin) - switch-as-is	1	$16.25		$.1964	$.1964				
			2	$19.86		$.1964	$.1964				
			3	$25.60		$.1964	$.1964				
	P.1.PBX	2-Wire VG Loop/Port Combo (PBX) - switch-as-is	1	$16.25		$15.82	$3.80				
			2	$19.86		$15.82	$3.80				
			3	$25.60		$15.82	$3.80				
	P.1.CENTREX	2-Wire VG Loop/Port Combo (Centrex) - switch-as-is	1	$17.14		$85.47	$33.37				
			2	$20.75		$85.47	$33.37				
			3	$26.49		$85.47	$33.37				
	P.1.17	PBX Subsequent Activity - Change/Rearrange Multiline Hunt Group			$14.64						
P.3	2-WIRE VOICE GRADE LOOP WITH 2-WIRE DID TRUNK PORT										Cost Study
	P.3	2-Wire VG Loop/2-Wire DID Trunk Port - switch-as-is	1	$27.84		$14.62	$3.73				
			2	$31.79		$14.62	$3.73				
			3	$37.23		$14.62	$3.73				
	P.3.7	2-Wire DID Subsequent Activity - Add Trunks, Per Trunk			$53.57						
P.4	2-WIRE ISDN DIGITAL GRADE LOOP WITH 2-WIRE ISDN DIGITAL LINE SIDE PORT										Cost Study
	P.4	2W ISDN Digital Grade Loop/2W ISDN Digital Line Side Port - switch-as-is	1	$30.99		$86.79	$54.04				
			2	$36.41		$86.79	$54.04				
			3	$39.30		$86.79	$54.04				
P.5	4-WIRE DS1 DIGITAL LOOP WITH 4-WIRE ISDN DS1 DIGITAL TRUNK PORT										Cost Study
	P.5	4W DS1 Digital Loop/4W ISDN DS1 Digital Trunk Port - switch-as-is	1	$187.87		$247.97	$157.17				
			2	$215.07		$247.97	$157.17				
			3	$290.08		$247.97	$157.17				
	P.5.5	4-Wire DS1 Digital Loop / 4-Wire ISDN DS1 Digital Trunk Port Combination - Subsequent Channel Activation - Per Channel			$29.06						
	P.5.6	4-Wire DS1 Digital Loop / 4-Wire ISDN DS1 Digital Trunk Port Combination - Subsequent Inward/2-Way Telephone Numbers			$.9804						
	P.5.7	4-Wire DS1 Digital Loop / 4-Wire ISDN DS1 Digital Trunk Port Combination - Subsequent Outward Telephone Numbers			$23.02						
	P.5.8	4-Wire DS1 Digital Loop / 4-Wire ISDN DS1 Digital Trunk Port Combination - Subsequent Inward Telephone Numbers			$46.05						
P.6	2-WIRE VOICE GRADE EXTENDED LOOP WITH DEDICATED DS1 INTEROFFICE TRANSPORT										Cost Study
	P.6-1	First 2W VG in DS1	1	$266.14							
			2	$270.09							
			3	$275.53							
		P.17.1 Nonrecurring Cost for Extended Loop or Local Channel and Interoffice Combination Switch -As-Is				$11.19	$11.19		$12.93	$12.93	
		Nonrecurring Cost - 2-wire VG Extended Loop with Dedicated DS1 Interoffice Transport - NEW				$625.63	$342.38		$150.32	$45.80	

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					Non Recurring	Nonrecurring First	Nonrecurring Additional	Non Recurring	Nonrecurring First	Nonrecurring Additional	
	P.6-2	D.4.1 Interoffice Transport - Dedicated - DS1 - Per Mile		$.2000							
	P.6-3	Additional 2W VG in same DS1	1	$19.93							
			2	$23.87							
			3	$29.32							
		P.17.16 Nonrecurring Cost - New Feature Activation for Combination Use Only				$12.16	$8.77				
P.7	4-WIRE VOICE GRADE EXTENDED LOOP WITH DEDICATED DS1 INTEROFFICE TRANSPORT										Cost Study
	P.7-1	First 4W VG in DS1	1	$277.86							
			2	$290.67							
			3	$311.86							
		P.17.1 Nonrecurring Cost for Extended Loop or Local Channel and Interoffice Combination Switch -As-Is				$11.19	$11.19		$12.93	$12.93	
		Nonrecurring Cost - 4-wire VG Extended Loop with Dedicated DS1 Interoffice Transport - NEW				$625.63	$342.38		$150.32	$45.80	
	P.7-2	D.4.1 Interoffice Transport - Dedicated - DS1 - Per Mile		$.2000							
	P.7-3	Additional 4W VG in same DS1	1	$31.65							
			2	$44.45							
			3	$65.64							
		P.17.16 Nonrecurring Cost - New Feature Activation for Combination Use Only				$12.16	$8.77				
P.8	4-WIRE 56 OR 64 KBPS EXTENDED DIGITAL LOOP WITH DEDICATED DS1 INTEROFFICE TRANSPORT										Cost Study
	P.8-1	First 4W 56 / 64 in DS1	1	$282.32							
			2	$293.13							
			3	$299.27							
		P.17.1 Nonrecurring Cost for Extended Loop or Local Channel and Interoffice Combination Switch -As-Is				$11.19	$11.19		$12.93	$12.93	
		Nonrecurring Cost - 4-wire 56 or 64 Kbps Extended Loop with Dedicated DS1 Interoffice Transport - NEW				$625.63	$342.38		$150.32	$45.80	
	P.8-2	D.4.1 Interoffice Transport - Dedicated - DS1 - Per Mile		$.2000							
	P.8-3	Additional 4W 56 / 64 in same DS1	1	$36.10							
			2	$46.92							
			3	$53.05							
		P.17.16 Nonrecurring Cost - New Feature Activation for Combination Use Only				$12.16	$8.77				
P.11	4-WIRE DS1 DIGITAL EXTENDED LOOP WITH DEDICATED DS1 INTEROFFICE TRANSPORT										Cost Study
	P.11-1	Fixed	1	$185.10							
			2	$212.30							
			3	$287.31							
		P.17.1 Nonrecurring Cost for Extended Loop or Local Channel and Interoffice Combination Switch -As-Is				$11.19	$11.19		$12.93	$12.93	
		Nonrecurring Cost - 4-wire DS1 Digital Extended Loop,with Dedicated DS1 Interoffice Transport - NEW				$644.46	$421.86		$154.33	$57.41	

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BellSouth/MCI Interconnection Agreement

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					Non Recurring	Nonrecurring First	Nonrecurring Additional	Non Recurring	Nonrecurring First	Nonrecurring Additional	
	P.11-2	D.4.1 Interoffice Transport - Dedicated - DS1 - Per Mile		$.2000							
P.13		**4-WIRE DS1 DIGITAL EXTENDED LOOP WITH DEDICATED DS3 INTEROFFICE TRANSPORT**									Cost Study
	P.13-1	First DS1 in DS3	1	$1,449.79							
			2	$1,476.98							
			3	$1,552.00							
		P.17.1 Nonrecurring Cost for Extended Loop or Local Channel and Interoffice Combination Switch -As-Is				$11.19	$11.19		$12.93	$12.93	
		Nonrecurring Cost - 4-wire DS1 Digital Extended Loop with Dedicated DS3 Interoffice Transport - NEW				$1,192.63	$565.26		$166.14	$69.04	
	P.13-2	D.6.1 Interoffice Transport - Dedicated - DS3 - Per Mile		$4.17							
	P.13-3	Additional DS1 in same DS3	1	$106.89							
			2	$134.08							
			3	$209.10							
		P.17.16 Nonrecurring Cost - New Feature Activation for Combination Use Only				$12.16	$8.77				
P.15		**4-WIRE DS1 DIGITAL LOOP WITH DDITS PORT**									Cost Study
	P.15	4-Wire DS1 Digital Loop with DDITS Port - switch-as-is	1	$155.79		$268.82	$134.07				
			2	$182.98		$268.82	$134.07				
			3	$258.00		$268.82	$134.07				
	P.15.5	4-Wire DS1 Digital Loop / DDITS Trunk Port Combination -Subsequent Channel Activation - Per Channel			$28.96						
P.16		**2-WIRE LOOP/ 2 WIRE VOICE GRADE IO TRANSPORT/ 2 WIRE PORT**									Cost Study
	P.16-1	Fixed - Switch-as-is	1	$46.62		$16.97	$3.73				
			2	$50.57		$16.97	$3.73				
			3	$56.01		$16.97	$3.73				
	P.16-2	D.2.1 Interoffice Transport - Dedicated - 2-Wire Voice Grade - Per Mile		$.0098							
P.17		**Nonrecurring Cost for Extended Loop or Local Channel and Interoffice Combination**									Cost Study
	P.17.1	Nonrecurring Cost for Extended Loop or Local Channel and Interoffice Combination Switch -As-Is				$11.19	$11.19		$12.93	$12.93	
P.23		**2-WIRE VOICE GRADE EXTENDED LOOP/ 2 WIRE VOICE GRADE INTEROFFICE TRANSPORT**									Cost Study
	P.23-1	Fixed	1	$45.00							
			2	$48.95							
			3	$54.39							
		P.17.1 Nonrecurring Cost for Extended Loop or Local Channel and Interoffice Combination Switch -As-Is				$11.19	$11.19		$12.93	$12.93	
		Nonrecurring Cost - 2-wire VG Extended Loop with 2-wire VG Interoffice Transport - NEW				$343.67	$178.91		$146.42	$43.08	
	P.23-2	D.2.1 Interoffice Transport - Dedicated - 2-Wire Voice Grade - Per Mile		$.0098							
P.24		**4-WIRE VOICE GRADE EXTENDED LOOP/ 4 WIRE VOICE GRADE INTEROFFICE TRANSPORT**									Cost Study
	P.24-1	Fixed	1	$53.85							

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					Non Recurring	Nonrecurring First	Nonrecurring Additional	Non Recurring	Nonrecurring First	Nonrecurring Additional	
			2	$66.65							
			3	$87.84							
		P.17.1 Nonrecurring Cost for Extended Loop or Local Channel and Interoffice Combination Switch -As-Is				$11.19	$11.19		$12.93	$12.93	
		Nonrecurring Cost - 4-wire VG Extended Loop with 4-wire VG Interoffice Transport - NEW				$343.67	$178.91		$146.42	$43.08	
	P.24-2	D.12.1 Interoffice Transport - Dedicated - 4-Wire Voice Grade - Per Mile		$.0098							
P.25	DS3 DIGITAL EXTENDED LOOP WITH DEDICATED DS3 INTEROFFICE TRANSPORT										Cost Study
	P.25-1	Fixed		$1,526.51							
		P.17.1 Nonrecurring Cost for Extended Loop or Local Channel and Interoffice Combination Switch -As-Is				$11.19	$11.19		$12.93	$12.93	
		Nonrecurring Cost - DS3 Digital Extended Loop with Dedicated DS3 Interoffice Transport - NEW				$999.53	$508.21		$176.22	$83.03	
	P.25-2	D.6.1 Interoffice Transport - Dedicated - DS3 - Per Mile		$4.17							
	P.25-3	A.16.2 High Capacity Unbundled Local Loop - DS3 - Per Mile		$11.77							
P.26	STS1 DIGITAL EXTENDED LOOP WITH DEDICATED STS1 INTEROFFICE TRANSPORT										Cost Study
	P.26-1	Fixed		$1,552.07							
		P.17.1 Nonrecurring Cost for Extended Loop or Local Channel and Interoffice Combination Switch -As-Is				$11.19	$11.19		$12.93	$12.93	
		Nonrecurring Cost - STS1 Digital Extended Loop with Dedicated STS1 Interoffice Transport - NEW				$999.53	$508.21		$176.22	$83.03	
	P.26-2	D.10.1 Interoffice Transport - Dedicated - STS-1 - Per Mile		$4.17							
	P.26-3	Per Mile - Loop									
		A.16.16 High Capacity Unbundled Local Loop - STS-1 - Per Mile		$11.77							
P.50	4-WIRE DS1 LOOP WITH CHANNELIZATION WITH PORT										Cost Study
	P.50.VG-1	First Voice Grade in DS1 - Switch-as-is	1	$218.41		$310.80	$16.72				
			2	$245.61		$310.80	$16.72				
			3	$320.62		$310.80	$16.72				
	P.50.VG-2	Additional Voice Grade in same DS1		$2.29							
	P.50.DID-1	First 2-Wire DID in DS1 - Switch-as-is	1	$226.18		$310.80	$16.72				
			2	$253.37		$310.80	$16.72				
			3	$328.39		$310.80	$16.72				
	P.50.DID-2	Additional 2-Wire DID in same DS1		$10.05							
	P.50.ISDN-1	First ISDN in DS1 - Switch-as-is	1	$229.38		$310.80	$16.72				
			2	$256.57		$310.80	$16.72				
			3	$331.59		$310.80	$16.72				

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	P.50.ISDN-2	Additional ISDN in same DS1		$13.25							
	P.50.4	4-Wire DS1 Loop/Channelization Port Combination - Subsequent Activity - Add Lines - Per Line			$109.12						
	P.50.5	4-Wire DS1 Loop/Channelization Port Combination - Subsequent Activity - Add Trunks - Per Trunk			$154.10						
P.51	2-WIRE ISDN EXTENDED LOOP WITH DS1 INTEROFFICE TRANSPORT										Cost Study
	P.51-1	First 2-Wire ISDN in DS1	1	$278.38							
			2	$284.50							
			3	$285.67							
		P.17.1 Nonrecurring Cost for Extended Loop or Local Channel and Interoffice Combination Switch -As-Is				$11.19	$11.19		$12.93	$12.93	
		Nonrecurring Cost - 2-Wire ISDN Extended Loop with DS1 Interoffice Transport - NEW				$625.63	$342.38		$150.32	$45.80	
	P.51-2	D.4.1 Interoffice Transport - Dedicated - DS1 - Per Mile		$.2000							
	P.51-3	Additional 2-wire IDSN in same DS1	1	$32.16							
			2	$38.29							
			3	$39.46							
		P.17.16 Nonrecurring Cost - New Feature Activation for Combination Use Only				$12.16	$8.77				
P.52	4-WIRE DS1 DIGITAL EXTENDED LOOP WITH DEDICATED STS-1 INTEROFFICE TRANSPORT										Cost Study
	P.52-1	First in DS1 in STS1	1	$1,433.84							
			2	$1,461.03							
			3	$1,536.05							
		P.17.1 Nonrecurring Cost for Extended Loop or Local Channel and Interoffice Combination Switch -As-Is				$11.19	$11.19		$12.93	$12.93	
		Nonrecurring Cost - 4-Wire DS1 Digital Extended Loop with Dedicated STS-1 Interoffice Transport - NEW				$1,192.63	$565.27		$166.15	$69.04	
	P.52-2	D.10.1 Interoffice Transport - Dedicated - STS-1 - Per Mile		$4.17							
	P.52-3	Additional DS1 in same STS1	1	$106.89							
			2	$134.08							
			3	$209.10							
		P.17.16 Nonrecurring Cost - New Feature Activation for Combination Use Only				$12.16	$8.77				
P.53	2-WIRE VOICE GRADE EXTENDED LOOP WITH DEDICATED DS1 INTEROFFICE TRANSPORT W/ 3/1 MUX										Cost Study
	P.53-1	First 2-Wire VG in First DS1 in DS3	1	$501.52							
			2	$505.46							
			3	$510.90							
		P.17.1 Nonrecurring Cost for Extended Loop or Local Channel and Interoffice Combination Switch -As-Is				$11.19	$11.19		$12.93	$12.93	
		Nonrecurring Cost - 2-Wire VG Extended Loop with Dedicated DS1 Interoffice Transport with 3/1 Mux - NEW				$625.63	$342.38		$150.32	$45.80	
	P.53-2	D.4.1 Interoffice Transport - Dedicated - DS1 - Per Mile		$.2000							

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					Non Recurring	Nonrecurring First	Nonrecurring Additional	Non Recurring	Nonrecurring First	Nonrecurring Additional	
	P.53-3	Additional 2-Wire VG in same DS1	1	$19.93							
			2	$23.87							
			3	$29.32							
		P.17.16 Nonrecurring Cost - New Feature Activation for Combination Use Only				$12.16	$8.77				
	P.53-4	Additional DS1 in same DS3		$260.62							
		P.17.16 Nonrecurring Cost - New Feature Activation for Combination Use Only				$12.16	$8.77				
P.54	4-WIRE VOICE GRADE EXTENDED LOOP WITH DEDICATED DS1 INTEROFFICE TRANSPORT W/ 3/1 MUX										
	P.54-1	First 4-Wire VG in First DS1 in DS3	1	$513.24							Cost Study
			2	$526.04							
			3	$547.23							
		P.17.1 Nonrecurring Cost for Extended Loop or Local Channel and Interoffice Combination Switch -As-Is				$11.19	$11.19		$12.93	$12.93	
		Nonrecurring Cost - 4-Wire VG Extended Loop with Dedicated DS1 Interoffice Transport with 3/1 Mux - NEW				$625.63	$342.38		$150.32	$45.80	
	P.54-2	D.4.1 Interoffice Transport - Dedicated - DS1 - Per Mile		$.2000							
	P.54-3	Additional 4-Wire VG in same DS1	1	$31.65							
			2	$44.45							
			3	$65.64							
		P.17.16 Nonrecurring Cost - New Feature Activation for Combination Use Only				$12.16	$8.77				
	P.54-4	Additional DS1 in same DS3		$260.62							
		P.17.16 Nonrecurring Cost - New Feature Activation for Combination Use Only				$12.16	$8.77				
P.55	4-WIRE 56 OR 64 KBPS EXTENDED DIGITAL LOOP WITH DEDICATED DS1 INTEROFFICE TRANSPORT W/ 3/1 MUX										Cost Study
	P.55-1	First 4-Wire in First DS1 in DS3	1	$517.69							
			2	$528.51							
			3	$534.64							
		P.17.1 Nonrecurring Cost for Extended Loop or Local Channel and Interoffice Combination Switch -As-Is				$11.19	$11.19		$12.93	$12.93	
		Nonrecurring Cost - 4-Wire 56 or 64 Kbps Extended Loop with Dedicated DS1 Interoffice Transport with 3/1 Mux - NEW				$625.63	$342.38		$150.32	$45.80	
	P.55-2	D.4.1 Interoffice Transport - Dedicated - DS1 - Per Mile		$.2000							
	P.55-3	Additional 4-Wire in same DS1	1	$36.10							
			2	$46.92							
			3	$53.05							
		P.17.16 Nonrecurring Cost - New Feature Activation for Combination Use Only				$12.16	$8.77				
	P.55-4	Additional DS1 in same DS3		$260.62							
		P.17.16 Nonrecurring Cost - New Feature Activation for Combination Use Only				$12.16	$8.77				

Notes:
Nonrecurring prices on Initial and Subsequent basis rather than First and Additional are marked with * after element description
All prices are interim unless marked with ** after element description

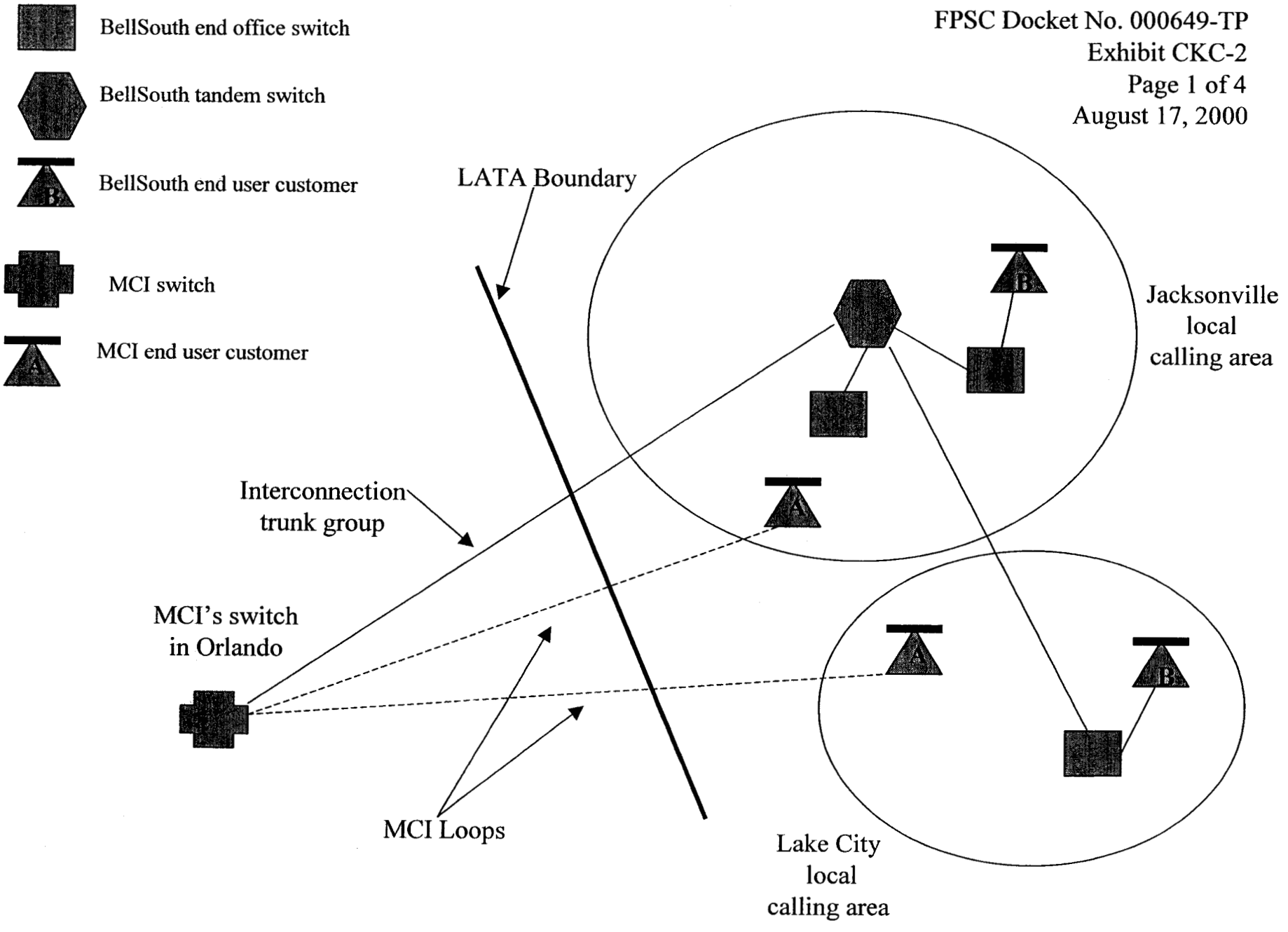
Florida Prices
BellSouth/MCI Interconnection Agreement

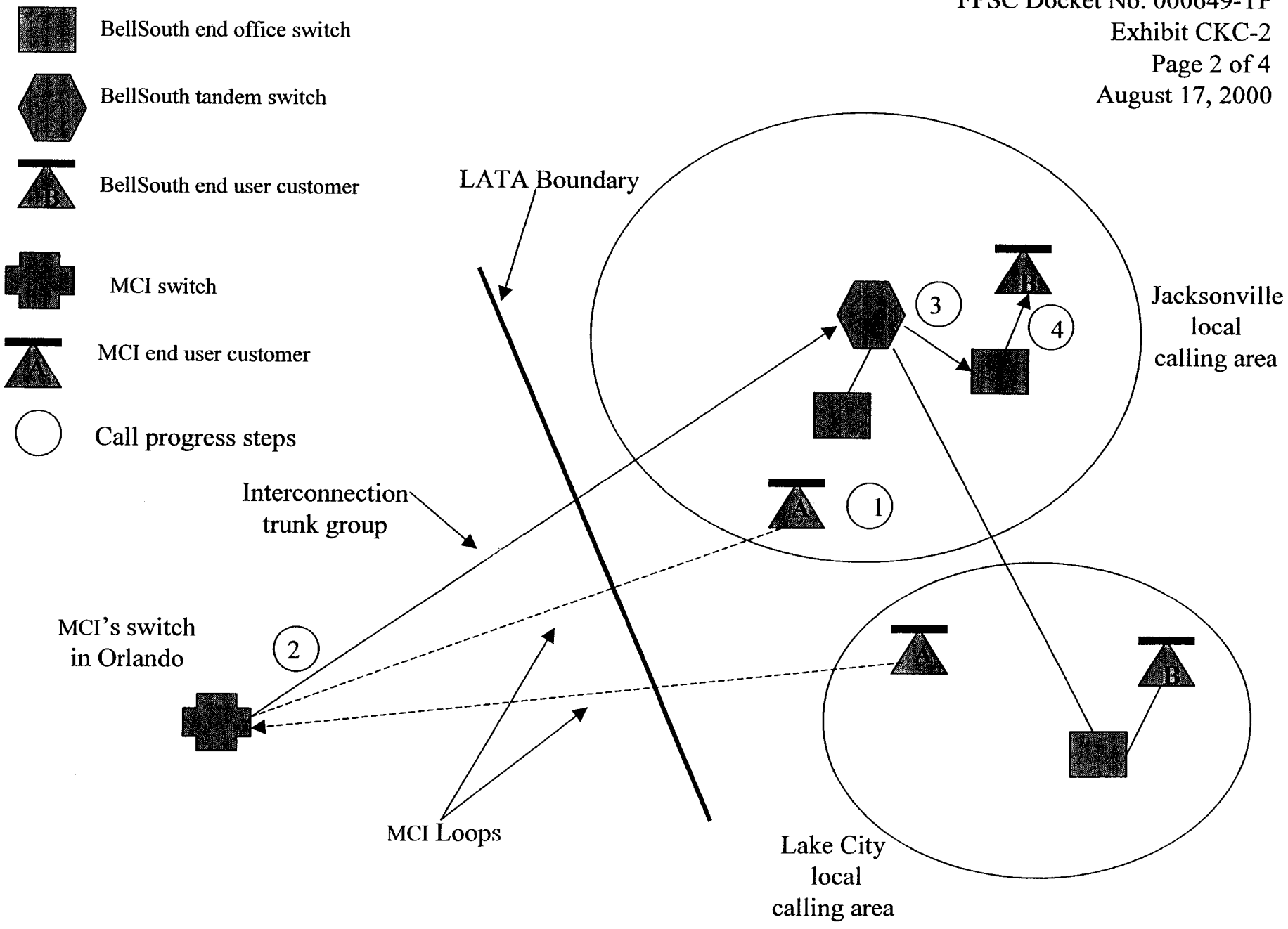
Cost Ref. No.		Description	Zone	Recurring	INSTALLATION			DISCONNECT			Source
					Non Recurring	Nonrecurring First	Nonrecurring Additional	Non Recurring	Nonrecurring First	Nonrecurring Additional	
P.56	2-WIRE ISDN EXTENDED LOOP WITH DS1 INTEROFFICE TRANSPORT W/ 3/1 MUX										Cost Study
	P.56-1	First 2-Wire in First DS1 in DS3	1	$513.75							
			2	$519.88							
			3	$521.05							
		P.17.1 Nonrecurring Cost for Extended Loop or Local Channel and Interoffice Combination Switch -As-Is				$11.19	$11.19		$12.93	$12.93	
		Nonrecurring Cost - 2-Wire ISDN Extended Loop with Dedicated DS1 Interoffice Transport with 3/1 Mux - NEW				$625.63	$342.38		$150.32	$45.80	
	P.56-2	D.4.1 Interoffice Transport - Dedicated - DS1 - Per Mile		$.2000							
	P.56-3	Additional 2-Wire in same DS1	1	$32.16							
			2	$38.29							
			3	$39.46							
		P.17.16 Nonrecurring Cost - New Feature Activation for Combination Use Only				$12.16	$8.77				
	P.56-4	Additional DS1 in same DS3		$260.62							
		P.17.16 Nonrecurring Cost - New Feature Activation for Combination Use Only				$12.16	$8.77				
P.57	4-WIRE DS1 DIGITAL EXTENDED LOOP WITH DEDICATED DS1 INTEROFFICE TRANSPORT W/ 3/1 MUX										Cost Study
	P.57-1	First 4-Wire DS1 in DS3	1	$420.48							
			2	$447.67							
			3	$522.69							
		P.17.1 Nonrecurring Cost for Extended Loop or Local Channel and Interoffice Combination Switch -As-Is				$11.19	$11.19		$12.93	$12.93	
		Nonrecurring Cost - 4-Wire DS1 Digital Extended Loop with Dedicated DS1 Interoffice Transport with 3/1 Mux - NEW				$625.63	$342.38		$150.32	$45.80	
	P.57-2	D.4.1 Interoffice Transport - Dedicated - DS1 - Per Mile		$.2000							
	P.57-3	Additional 4-Wire DS1 in same DS3	1	$199.51							
			2	$226.70							
			3	$301.72							
		P.17.16 Nonrecurring Cost - New Feature Activation for Combination Use Only				$12.16	$8.77				
P.58	4-WIRE 56 OR 64 KBPS DIGITAL EXTENDED LOOP WITH DS0 INTEROFFICE TRANSPORT										Cost Study
	P.58-1	Fixed	1	$53.21							
			2	$64.03							
			3	$70.17							
		P.17.1 Nonrecurring Cost for Extended Loop or Local Channel and Interoffice Combination Switch -As-Is				$11.19	$11.19		$12.93	$12.93	
		Nonrecurring Cost - 4-Wire 56 or 64 Kbps Digital Extended Loop with Dedicated DS0 Interoffice Transport - NEW				$343.67	$178.91		$146.42	$43.08	
	P.58-2	D.3.1 Interoffice Transport - Dedicated - DS0 - Per Mile		$.0098							

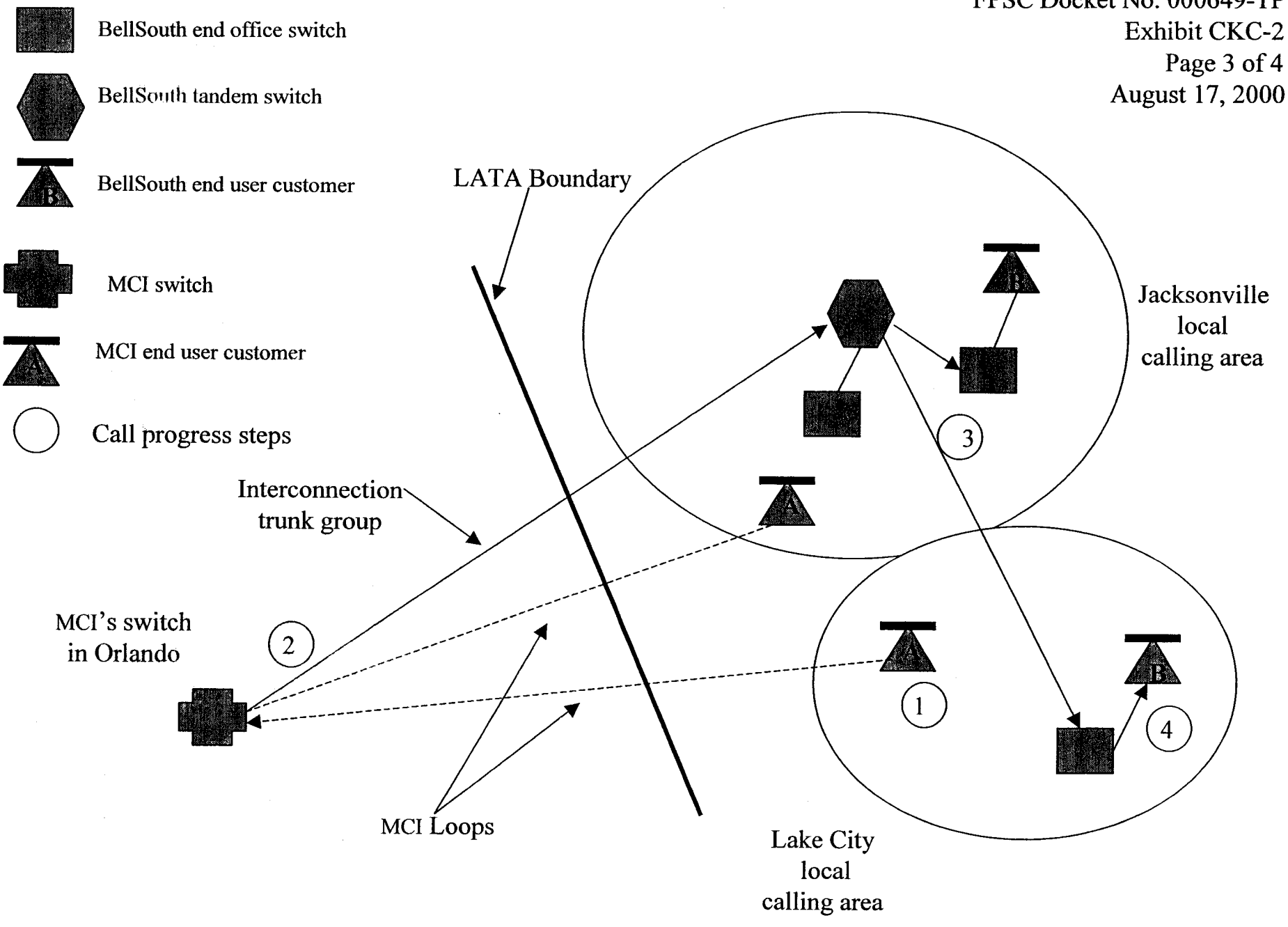
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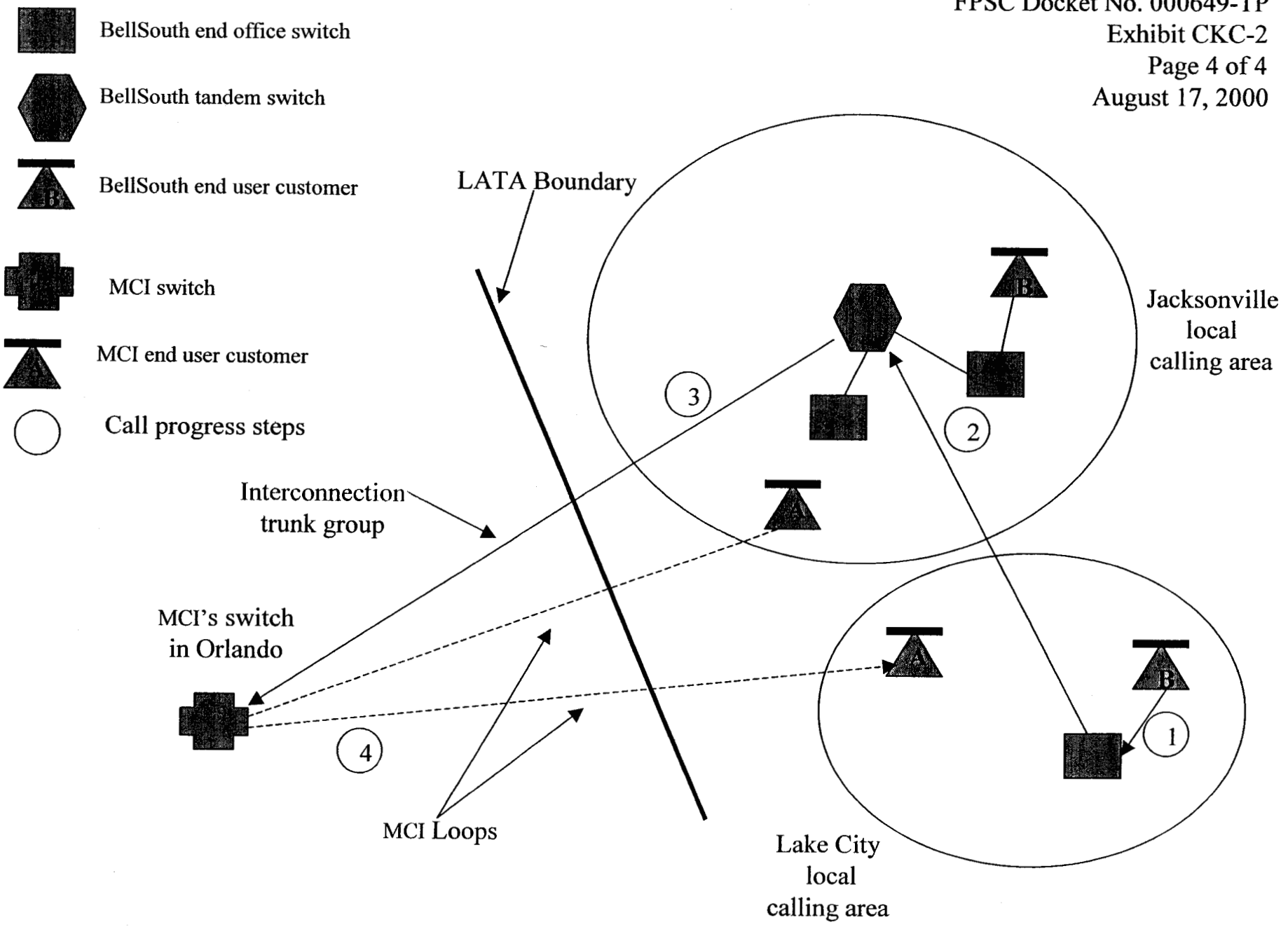
BellSouth Telecommunications Inc.
FPSC Docket No. 000649-TP
Exhibit CKC-2
Pages 1-4
August 17, 2000

BellSouth Telecommunications Inc.
FPSC Docket No. 000649-TP
Exhibit CKC-2
Page 1 of 4
August 17, 2000




LEGEND
BellSouth end office switch
BellSouth tandem switch
BellSouth end user customer
MCI switch
MCI end user customer
Call progress steps
LATA Boundary
Interconnection trunk group
MCI's switch in Orlando
MCI Loops
Jacksonville local calling area
Lake City local calling area
1
2
3
4


LEGEND
BellSouth end office switch
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MCI's switch in Orlando
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Lake City local calling area
1
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4

BellSouth Telecommunications Inc.
FPSC Docket No. 000649-TP
Exhibit CKC-3
Pages 1-31
August 17, 2000

Maine Public Utilities Commission Order
Dated June 30, 2000

STATE OF MAINE
PUBLIC UTILITIES COMMISSION

June 30, 2000

PUBLIC UTILITIES COMMISSION
Investigation into Use of Central Office Codes (NXXs) by New England Fiber Communications, LLC d/b/a Brooks Fiber
Docket No. 98-758

ORDER REQUIRING RECLAMATION OF NXX CODES AND SPECIAL ISP RATES BY ILEC'S (ORDER NO. 4)

NEW ENGLAND FIBER COMMUNICATIONS D/B/A BROOKS FIBER
Proposed Tariff Revision To Introduce Regional Exchange (RX) Service
Docket No. 99-593

ORDER DISAPPROVING PROPOSED SERVICE (PART 2)

WELCH, Chairman; NUGENT and DIAMOND, Commissioners

TABLE OF CONTENTS

I. **SUMMARY OF DECISION** 3

II. **BACKGROUND** 3

III. **RECLAIMING NXX CODES** 3

A. Requirements that a Carrier Using NXX Codes Have Local Exchange Authority and Facilities 5

B. Requirement that NXX Codes Be Used For Local Exchange Service 7

C. Further Discussion of Prior Finding that the Brooks Service is Interexchange 8

D. Conclusion to Part III: Reclaiming NXX Codes 12

IV. **CLAIMS BY BROOKS AND OTHER PARTIES THAT THE COMMISSION'S RULINGS IMPEDE COMPETITION AND EFFICIENCY** 13

V. **REJECTION OF BROOKS'S PROPOSED RX SERVICE** 16

VI. **ILEC SNS/PRI ("500") SERVICE FOR ISPs AND IXCs THAT SERVE ISPs** 19

A. Service Description and Requirement; Rates 19

B. Retail Pricing 22

C. Competition Among ILECs 25

D. Other Issues 27

VII. CONCLUSION 28

I. SUMMARY OF DECISION

We address two cases in this Order. In the Investigation Case (Docket No. 98-758), we direct the North American Numbering Plan Administrator (NANPA) to reclaim the central office (NXX) codes acquired by New England Fiber Communications d/b/a Brooks Fiber (Brooks) that it is using for an unauthorized interexchange service and not for facilities-based local exchange service. Brooks shall discontinue the unauthorized service in six months. In a related matter, we find that Brooks's tariff filing in Docket No. 99-593 for a proposed "regional exchange" (RX) service is unjust and unreasonable, and we disapprove the filing.

In the Investigation Case, we also require Bell Atlantic-Maine (BA) (with the participation of all other incumbent local exchange carriers (ILECs) as access providers) to offer the special retail service to Internet Service Providers (ISPs) that Bell Atlantic proposed in response to our last order in the Investigation Case. In addition, we require Bell Atlantic to provide the same service with a wholesale discount.

II. BACKGROUND

In our Order issued on June 22, 1999 in the Investigation Case, we made factual findings and factual and legal conclusions, all of which we had proposed in prior orders. Those included findings that the service provided by Brooks was interexchange rather than local and that the 54 NXX codes Brooks had acquired outside its Portland area exchange were not being used to provide local service. We also requested comments about a proposal set forth in the Order for a special retail service to be offered by ILECs to ISPs. The proposed service would be an interexchange service, but would provide a substantial discount from existing retail toll rates. Because it would be an interexchange service, it also would provide a more appropriate level of revenue to the ILECs than Bell Atlantic was receiving for the "local" traffic under the interconnection agreement between BA and Brooks.

Following comments that we received on that proposal, the Staff Advisors for the Commission issued an Examiner's Report and Supplemental Examiner's Report. The Examiner's Reports not only addressed the issue of the discounted rate mentioned above, but also recommended that we should order the NANPA to reclaim the 54 NXX codes that have been assigned to Brooks, and that we should disapprove Brooks's tariff filing in Docket No. 99-593 for "RX service."

Several parties filed exceptions and other comments to the Examiner's Reports. We will discuss those within the headings below.

III. RECLAIMING NXX CODES

In the Notice of the Investigation Case, we raised questions about the resolution of this case with respect to Brooks's use of the 54 NXX codes assigned to areas outside its Portland area exchange that Brooks has claimed are being used for local service.

We have made findings and factual legal conclusions about Brooks's service and the use of those codes, but we have not addressed the issue of the disposition of those codes in any detail since the initial Notice.

In the June 22, 1999 Order, we found that Brooks was not providing local exchange service in those locations of the state that are outside of its Portland area exchange, and that it was not using the central office (NXX) codes it had acquired from the North American Numbering Plan Administrator (NANPA) for the purpose of providing local exchange service. We found that Brooks has no local switching facilities or loops deployed in any of the locations outside its Portland area exchange to which the 54 non-Portland codes are nominally assigned. Brooks was instead using the NXX codes for the purpose of providing an interexchange service that it characterized as like foreign exchange ("FX-like").

Brooks's "FX-like" service uses the interoffice trunking of another carrier rather than dedicated facilities provided by Brooks. Brooks created the FX-like service by the expedient of acquiring a group of NXXs from the NANPA and assigning various geographic locations to them that are outside of its Portland area exchange, even though it had no local exchange customers in those locations and all of its local exchange service customers were located in the Portland area exchange. As a result, calls to the numbers assigned to locations outside the Portland area exchange, which in reality were calls to Brooks customers located in the Portland area exchange, were rated (at least by Bell Atlantic) as if they were calls to the assigned locations, e.g., Augusta. If a call originated within the Augusta basic service calling area (BSCA) and was directed to a Brooks number that was assigned to Augusta, Bell Atlantic rated it as a "local" call. Nevertheless, the call would be routed from a Bell Atlantic customer over a local loop owned by Bell Atlantic, through a local switch owned by Bell Atlantic, over trunking owned by Bell Atlantic to Bell Atlantic's access tandem in Portland, then to Brooks's switch in Portland, and finally to a Brooks ISP customer, also located in Portland.

Because Brooks was not using the 54 NXX codes for the provision of local exchange service, we found that it had no need for them, that their use by Brooks could lead to the exhaustion of NXX codes in the 207 area code, and that Brooks's use of those codes was an unreasonable act or practice by Brooks under 35-A M.R.S.A. § 1306.

The Federal Communications Commission (FCC) has delegated "significant additional authority" to this Commission to "take steps to make number utilization more efficient" and authorized the Commission to utilize "tools that may prolong the life of the existing area code." *In the Matter of Maine Public Utilities Commission, Petition for Additional Delegated Authority to Implement Number Conservation Measures*, CC Docket No. 96-98, Order (Sept. 28, 1999) (FCC *Delegation Order*), ¶¶ 5, 8. The FCC stated:

> The CO Code Assignment Guidelines provide that carriers shall activate NXXs within six months of the "initially published effective date." We are, however, concerned that enforcement of the Guidelines has been lax. Reclaiming NXX codes that are not in use may serve to prolong the life of an area code, because these codes are added to the total inventory of assignable NXX codes in the area code. Therefore, we grant authority to the Maine Commission to investigate whether codeholders have activated NXXs assigned to them within the time frames specified in the CO Code Assignment Guidelines, and to direct the NANPA to reclaim NXXs that the Maine Commission determines have not been activated in a timely manner. We also extend this reclamation authority to instances where, contrary to the CO Code Assignment Guidelines and Maine's rules, a carrier obtaining NXX codes has not been certified as a provider of local exchange service or has not established facilities within the certified time frame. This authority necessarily implies that the Maine Commission may request proof from all carriers that NXX codes have been "placed in service" according to the CO Code Assignment Guidelines as well as proof of certification in the specified service area and proof that facilities have been established within the specified time frame. We further direct the NANPA to abide by the Maine Commission's determination to reclaim an NXX code if the Maine Commission is satisfied that the codeholder has not activated the code within the time specified by the CO Code Assignment Guidelines or has obtained numbering resources without being certified to provide local exchange service.

FCC *Delegation Order* at ¶ 19 (footnotes omitted). According to the quoted portions of the *Delegation Order*, this Commission may require the NANPA to reclaim codes when a carrier either is not certified as a provider of local exchange service or fails to establish facilities within the required time period. *Delegation Order* at ¶ 19. The NANPA *CO Code Assignment Guidelines* (*Guidelines*) require carriers to "activate" codes within six months of the "initially published effective date." *Guidelines* at § 6.3.3. The failure to establish facilities is by itself a ground for reclaiming NXX codes. *Delegation Order* at ¶19.

A. Requirements that a Carrier Using NXX Codes Have Local Exchange Authority and Facilities

In its exceptions, Brooks argued that, as long as it had either obtained authority to provide service, or has met the test of establishing facilities, we cannot require the NANPA to reclaim codes assigned to Brooks. According to this argument, Brooks would be permitted to keep all the codes if it were acting contrary to Maine law with respect to authority but had established facilities in a timely way; or it could keep all the codes if it had lawful authority but had built no facilities. Brooks has misread the *Delegation Order*. Under that Order, there are two independent conditions that allow the Maine PUC to require the return of the codes: first, if Brooks has no authority for the

service it provides; and second, regardless of whether or not Brooks has authority, if Brooks has not established facilities within the allowed time.

In fact, Brooks has failed both tests. Brooks has not established facilities for local exchange (or any other kind of) service within the 6-month period required by the NANPA *Guidelines* in the areas outside its Portland area exchange to which the 54 NXX codes are assigned. Brooks has built absolutely no facilities (e.g., loops or switching) for local exchange (or any other kind of service) in those exchanges and has no customers in those exchanges.

Brooks has obtained general statewide authority under 35-A M.R.S.A. § 2102 to provide both local exchange and interexchange service.[1] That does not end the inquiry into whether Brooks has authority to provide service to a specific area, however. The FCC *Delegation Order* states that a carrier must be "certified" to provide local exchange service. We construe that statement, consistent with language in the *Guidelines*, to require that a LEC must obtain all necessary authority to provide the service that requires the use of NXXs. The *Guidelines* § 4.1.4 states that an applicant for an NXX code:

> must be licensed or certified to operate in the area, if required, and must demonstrate that all applicable regulatory authority required to provide the service for which the central office code is required has been obtained.

We have previously found that Brooks does not have the authority under its approved terms and conditions to provide local exchange service in any location in Maine outside its Portland area exchange. Notwithstanding general authority under section 2102, a utility does not have the authority to provide service to an area, unless its approved terms and conditions define those areas as part of its facilities-based local exchange service territory. A utility cannot offer a service without approved terms and conditions "that in any manner affect the rates charged . . . for any service." 35-A M.R.S.A. § 304. Brooks's approved terms and conditions limit the service area in which it will provide local exchange service to its Portland area exchange. Under current policies, consistent with the *Central Office Code Guidelines* and the FCC *Delegation Order*, we will grant authority to provide facilities-based local exchange service only for areas where a LEC can demonstrate that it will be able to provide facilities-based service within six months. Absent that showing, we would not approve a term or

[1]As pointed out by Brooks's exceptions, Brooks does have authority under section 2102 to provide interexchange service. It obtained that authority on September 9, 1997 in Docket No. 97-559.

condition for Brooks to provide facilities-based local exchange service outside its Portland area exchange.[2]

B. Requirement that NXX Codes Be Used For Local Exchange Service

In addition to the two requirements that are specifically stated in the FCC *Delegation Order*, we believe the *Delegation Order* and the *Guidelines* also require that NXX codes must be used for local exchange service rather than interexchange service. In our prior order we found that the "FX-like" service presently provided unlawfully[3] by Brooks is interexchange. In reaching the conclusion in our prior orders that the Brooks "FX-like" service is an interexchange service, and that Brooks is not using the 54 non-Portland NXX codes for local exchange service, we relied primarily on the definitions of local exchange and interexchange services contained in Chapter 280 of the Commission's rules, and on the substantively identical definitions contained in the interconnection agreement between Brooks and Bell Atlantic.

In its exceptions, Brooks suggested that the NANPA *Central Office Assignment Guidelines* do not necessarily require that NXX codes be used only for local exchange service. We disagree. The *Guidelines* state that NXX codes "are assigned to entities for use at a Switching Entity or Point of Interconnection they own or control." *Guidelines* § 3.1 and 4.1. They "are to be assigned only to identify initial *destination addresses* in the public switched network." Guidelines § 3.1 (emphasis added). "Assignment of the initial code(s) will be to the extent required to *terminate* PSTN [public switched telephone network] traffic *as authorized or permitted by the appropriate regulatory or governmental authorities* ... ." Guidelines § 4.1 (emphases added).

The quoted *Guidelines* leave little doubt that NXX codes are to be used only for the purpose of providing facilities-based local exchange service. IXCs generally do not terminate traffic at end-user locations. Except where they use special access (which, because it is dedicated, does not require switching or NXX codes), IXCs hand over their interexchange traffic to a facilities-based local exchange carrier, most often at a tandem switch. The LEC carries the call to a local switch and local loop, and then

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[2]In our recent orders granting authority to provide facilities-based local exchange service, we have restricted the authority to provide service granted at the certification level pursuant to 35-A M.R.S.A. § 2101, rather than at the term and condition level. If Brooks should pursue an argument in any forum that it has the authority to provide facilities-based service throughout Maine solely because of the order granting it authority to provide local exchange service, issued pursuant to Section 2102 in Docket No. 97-331, we will not hesitate to reopen that Order and review whether we should amend it in a manner consistent with other recent orders.

[3]The "unlawfulness" of offering the present service is due to the fact that Brooks is offering the service without approved rate schedules and terms and conditions. As noted above, Brooks does have authority under 35-A M.R.S.A. § 2102 to provide interexchange service.

terminates the call at the called customer, i.e., the destination address. As we found in our prior orders, Brooks is not terminating traffic on "destination addresses" in any of the 54 non-Portland locations.

The conclusion that the *Guidelines* require that NXX codes be used only for local exchange service is supported by the requirement in the FCC *Delegation Order* that an applicant for an NXX code be certified as a provider of "local exchange service."

C. Further Discussion of Prior Finding that the Brooks Service is Interexchange

In finding that Brooks's "FX-like" service was interexchange, not local, we relied in part on Brooks's characterization of the service as being "like" foreign exchange service. Although foreign exchange service has a local component (the "local" service of one exchange is brought to a customer in another exchange, hence the name "foreign"), it is the routing of calls from one exchange to another, between which toll charges otherwise would apply, that makes the service interexchange.[4] Brooks is correct that FX service has attributes of local service, because it brings local service to a remote location, but the primary purpose of FX is as a toll substitute, and we reaffirm our prior finding that FX is an interexchange service.

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[4]The interconnection agreement between Brooks and Bell Atlantic does provide definitions of local and interexchange traffic; these definitions apply to the traffic of both Brooks and Bell Atlantic. They are identical to the Commission's definitions in Chapter 280. Under those definitions, we concluded that the traffic that originated from areas outside the Bell Atlantic Portland BSCA, and that terminated in Portland, is interexchange. Bell Atlantic and the other ILECs gather that traffic using their loops and local switches in the various locations outside Brooks's Portland area exchange, and they carry it over interoffice transport facilities to Brooks's only switch, located in Portland. Because the traffic is interexchange, it is subject to the access charge provisions of the Brooks-BA interconnection agreement (for interexchange traffic) rather than the reciprocal compensation provisions (for local traffic).

As explained in our prior orders, the definitions of interexchange traffic in Chapter 280, § 2(G) and the BA-Brooks interconnection agreement expressly depend on toll charges applying; traffic between exchanges that have "local" (EAS or BSCA) calling is not considered interexchange. The BA-Brooks interconnection agreement refers to BA's retail tariff to determine whether a call is local or interexchange.

If any doubt should arise about our interpretation of the Brooks-BA interconnection agreement, we would not hesitate to reconsider our approval of that agreement to ensure that its definitions of local and interexchange traffic would not lead to an exhaustion of scarce public numbering resources.

FX (foreign exchange) service in effect brings the local exchange service of a distant ("foreign") exchange to another exchange. Thus, for example, a customer located in Portland who subscribes to FX service for Augusta will be provided with an Augusta telephone number and may make calls as if the customer were located in Augusta. Calls to locations within the basic service calling area (BSCA) for Augusta will be toll-free. If the customer's Augusta telephone number is provided to callers located in the Augusta BSCA, they may dial that number and be connected, toll-free, to the customer in Portland. For customers (e.g., ISPs) seeking to gather traffic from distant exchanges without the caller incurring a toll charge, this is a particularly valuable feature of FX service. However, for "traditional" FX service, the customer must pay for the cost of the transport facilities (ordinarily dedicated) between Portland and Augusta. Those costs are often substantial. Customers subscribe to FX to avoid paying toll charges, and to allow others to call them without toll charges,[5] but typically they must have substantial toll-calling volume between the two locations to justify the cost of the dedicated transport facilities.

Brooks's exceptions do not profess to relitigate our prior finding that its "FX-like" service is interexchange.[6] Nevertheless, Brooks does cite to us a decision of the California Public Utilities Commission, *Order Instituting Rulemaking on the*

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[5]Customers occasionally subscribe to FX service for an exchange that is within the BSCA of the home exchange. Nevertheless, even that FX service normally is for the purpose of avoiding toll charges. For example, a Portland customer might subscribe to FX service for Freeport, which is within the Portland BSCA. Freeport's BSCA includes Brunswick, but Portland's does not. Accordingly, the Portland customer, using the Freeport number, may call toll-free to locations, including Brunswick, that are within the Freeport BSCA; and persons in Brunswick may call toll-free to the customer in Portland by dialing the Freeport number.

[6]On May 1, 2000, AT&T filed a Petition to Intervene, accompanied by comments that purport to address our Order issued on June 22, 1999. When we grant a late petition to intervene, the intervenor is entitled to participate only in issues that are not yet settled and cannot seek to relitigate decided issues. AT&T's comments, however, do primarily argue that Brooks's "FX-like" service is local, notwithstanding the fact that this issue has been fully litigated. Nevertheless, we grant AT&T's petition so that we can address other arguments in its comments.

We cannot let pass, however, AT&T's statement that "ILECs themselves treat calls from their end-user customers to their own foreign exchange customers as local under their retail tariffs." AT&T's statement is nothing more than a description of the "local" component of FX service; it ignores the interexchange component. In any event, the placement of a service in a carrier's tariff is not necessarily determinative of its substantive character. As we found in our prior orders, the very purpose of FX service is as a substitute for toll (interexchange) calling, and FX customers pay substantial amounts in lieu of toll charges. AT&T and Brooks would have us redefine the interexchange component as "local."

Commission's Own Motion Into Competition for Local Exchange Service, Rulemaking 95-04-043; *Order Instituting Investigation on the Commission's Own Motion Into Competition for Local Exchange Service*, Investigation 95-04-044, Decision No. 99-09-029, California Public Utilities Commission, (Sept. 2, 1999) (California PUC *Rulemaking/Investigation Order*) apparently to support its argument that its existing "FX-like" service, and its essentially identical proposed RX service, are "economically efficient" and will avoid "unnecessary duplication" of the incumbent's network. We address those arguments in Part IV below. Brooks also claims, however, that the California PUC designated "foreign exchange service as a local exchange service."

The California Commission addressed a service configuration established by a "competitive local carrier" (CLC) that is identical to the configuration that Brooks established in Maine, with the distinction (probably insignificant in the long run) that the California CLC was using only two NXX codes.

We see nothing in the California PUC decision (particularly in the portion of the order quoted by Brooks) that suggests that FX service as a whole is local rather than interexchange. The California Commission did rule that charges to the *caller* should be rated by virtue of the "location" of the rate center (i.e., the location to which the rate center is assigned) rather than by the rate center of the ultimate destination. Thus, as under the present Brooks configuration in Maine, if the NXX were assigned to an area within the local calling area of the caller, no toll charge would be assessed on the caller. To that extent, the California decision is not necessarily remarkable.[7] If, indeed, a carrier is offering a reasonable and legitimate FX service, the normal expectation is that end users who dial a "local" number will not be charged toll charges for those calls, even though those calls are routed to a place to which toll charges normally apply. Another normal expectation, however, is that the FX subscriber (the customer that causes the call to go to the remote exchange) pays rates for that transport service that take into account the lost toll revenue.

The California PUC did not ignore the interexchange component of the service. It addressed this component as a compensation issue, stating:

> We conclude that, whatever method is used to provide a local presence in a foreign exchange, a carrier may not avoid responsibility for negotiating reasonable interexchange intercarrier compensation for the routing of calls from the foreign exchange merely by redefining the rating designation from toll to local.

[7]What is remarkable about the California decision, however, is the fact that such a substantial portion of the order addressed the issue of how calls made by end-users should be rated. The California approach would be paralleled here if our investigation concentrated primarily on the fact that some of the independent ILECs in Maine have rated the calls to the 54 non-Portland codes as toll calls to Portland.

> The provision of a local presence using an NXX prefix rated from a foreign exchange may avoid the need for separate dedicated facilities, but does not eliminate the obligations of other carriers to physically route the call so that it reaches its proper destination. A carrier should not be allowed to benefit from the use of other carriers' networks for routing calls to ISPs while avoiding payment of reasonable compensation for the use of those facilities.

Cal. Order at 32.

And:

> We conclude that all carriers are entitled to be fairly compensated for the use of their facilities and related functions performed to deliver calls to their destination, irrespective of how a call is rated based on its NXX prefix. Thus, it is the actual routing points of the call, the volume of traffic, the location of the point of interconnection, and the terms of the interconnection agreement – not the rating point – of a call which properly forms a basis for considering what compensation between carriers may be due.

Cal. Order at 36.

The California PUC never labeled the California CLC's "FX-like" service as wholly local or interexchange.[8] Brooks's claim that the California PUC found the service to be local exchange service is incorrect.

While the comparison of Brooks's "FX-like" service to traditional FX service has some parallels, we find that an even better comparison is to 800 service. Unlike "traditional" FX service, the Brooks service does not use any dedicated lines. Instead, as in the case of 800 service, Brooks's "FX-like" calls are placed to a "toll-free" number and routed over trunking facilities to a distant location that normally incurs a toll charge. It is beyond argument that 800 service is interexchange and that the charges paid for 800 service are charges for an interexchange service, paid instead of regular toll charges.[9] As discussed in more detail below, in connection with our rejection of

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[8]Based on its discussion about the considerations to be addressed in determining proper compensation, it is arguable that the California PUC considers FX service to be neither local nor interexchange, but *sui generis.*

[9]The California *Rulemaking/Investigation Order* recognized that, in addition to FX service, "another traditional method to provide toll-free calling is '800' service," and that if the California CLC had provided 800 service, it would have to pay "intercarrier switched access charges."

Brooks's proposed RX service, there is nothing preventing Brooks from providing a true 800 service, aside from its apparent unwillingness to pay for it.

We also doubt that Brooks has any real interest in retaining the 54 non-Portland NXX codes for any technical or engineering reason, or for any reason beyond the economic advantage that the codes provided, since 800 or some equivalent service would provide the same or better toll-free access to ISP customers. A toll-free service that uses trunking facilities rather than dedicated facilities can be provided efficiently (from an engineering perspective) using either the Brooks "FX-like" configuration or an "800-like" configuration. The significant difference between the two methods is the vastly greater number of NXX codes used in the Brooks configuration. We suspect that the real difference to Brooks between those two alternatives is that, by continuing to argue that it should be permitted to use 54 NXX codes to provide its service, on the ground that the "FX-like" service is "local exchange service," it may hold onto its hope that it might avoid paying Bell Atlantic for the interexchange transport service provided by Bell Atlantic. By contrast, under an 800-like service, it would be clear without any doubt that Brooks would have to pay the legitimate interexchange costs of long-distance transport, either by using (and paying access charges for) the facilities of another carrier or by paying for the costs of providing its own facilities.

The record makes clear that Brooks's "FX-like" service is being used by Brooks's ISP customers for the purpose of allowing the ISPs' customers who are outside Portland (and who are customers of Bell Atlantic or other ILECs rather than of Brooks) to call the ISPs from locations throughout the state without paying toll charges. It has exactly the same purpose as "traditional" FX service: it is a substitute for interexchange toll service. Alternatively, it is a variant on "800" service, which is a recognized interexchange service. We therefore reaffirm our finding that Brooks's "FX-like" service is an interexchange service, not a local exchange service.

D. Conclusion to Part III: Reclaiming NXX Codes

In this Order, pursuant to our authority under the FCC Delegation Order, we order the NANPA to reclaim the 54 non-Portland NXX codes assigned to Brooks, pursuant to the schedule described in Part V below. Brooks is not using those codes for purposes that are consistent with the NANPA *Guidelines* or the requirements of the FCC *Delegation Order*. It does not have the authority from this Commission to provide local exchange service to anywhere in Maine outside its Portland area exchange (the municipalities of Portland, South Portland and Westbrook); it has no loop, switching or other facilities in, or local exchange service to, those areas; and the "FX-like" service that it is providing with the use of the 54 non-Portland NXX codes is an interexchange service.

With regard to the procedure that we must use to order NANPA to reclaim NXX codes, the FCC stated:

> We note that the CO Code Assignment Guidelines dictate substantial procedural hurdles prior to reclamation of an unused NXX, in part to afford the codeholder an opportunity to explain circumstances that may have led to a delay in code activation... . We clarify that the Maine Commission need not follow the reclamation procedures set forth in the CO Code Assignment Guidelines relating to referring the issue to the Industry Numbering Committee (INC) as long as the Maine Commission accords the codeholders an opportunity to explain extenuating circumstances, if any, behind the unactivated NXX codes.

FCC *Delegation Order* at ¶ 20 (footnote omitted).

Brooks has had an ample opportunity in this proceeding to contest the findings and rulings we have made previously, and in this Order. Our findings fully support an order to the NANPA to reclaim the unused Brooks codes.

In Part VI below we address a service, to be furnished by the ILECs (and other carriers who wish to provide it), that will provide a reasonable substitute for the Brooks service, so that ISPs and their customers may continue to have affordable access to the Internet. We expect that it will take some time to implement that service, and we do not want to disrupt service to either ISPs that subscribe to the Brooks service or their customers. We therefore will delay the effective date of reclamation for a period of six months after the date of this Order so that Bell Atlantic and other ILECs will have sufficient time to establish the services and rates described in Part VI, and so that ISPs (and IXCs on a wholesale basis) will have a reasonable opportunity to subscribe to those services.

IV. CLAIMS BY BROOKS AND OTHER PARTIES THAT THE COMMISSION'S RULINGS IMPEDE COMPETITION AND EFFICIENCY

Brooks and others make an argument suggesting that the Commission's findings and rulings, and the rulings proposed in the Examiner's Report (that we now adopt), will impede local competition in Maine. In our view, the activities of Brooks that we have investigated in this case have nothing to do with local competition. Brooks's service does not create any local exchange service or competition whatsoever outside the Portland area exchange, which is the only exchange in which Brooks has any local exchange customers. The amount of local exchange competition created by Brooks's "FX-like" service is precisely the same as the amount of local exchange competition created by WorldCom's 800 service offerings in Maine's remote regions, i.e., none. Brooks has not built any local exchange facilities in the exchanges outside of Portland, and Brooks has no customers in those exchanges. Brooks has no contact with the callers in those exchanges who use Brooks's service to call the ISPs and has no idea who is "using" the service. The callers are in fact customers of Bell Atlantic, of the independent ILECs, and possibly of other CLECs. There is nothing that Brooks is providing in any of those non-Portland exchanges that resembles local competition in

any meaningful sense of the word, a fact borne out eloquently by all of the activities Brooks is not doing.

Contrary to what Brooks, AT&T and some others have implied, this Commission has been extremely receptive to, and supportive of competition for all facets of telephone service. On the interexchange side, the Commission has acted vigorously to reduce access rates everywhere in Maine, all to the advantage of vigorous interexchange competition. With respect to local competition, we have recently allowed, over the ILECs' objection, a trial of facilities-based local competition using Internet Protocol (IP) to go forward with virtually no regulatory intervention.[10]

The comments and exceptions filed by Brooks, as well as those by AT&T, also suggest that the Commission is constraining competition by placing restrictions on Brooks and other competitors in the way they define their local calling areas. Specifically, Brooks suggests the Commission is requiring it to be bound by the definitions used by incumbent local exchanged carriers (ILECs), and that such restrictions on competitive LECs are not appropriate in a competitive marketplace. On the contrary, we have not restricted Brooks or any other CLECs from how they define their own retail local calling areas or from the retail rates they want to charge. Brooks is free to offer calling areas of its own design so long as, when it uses the facilities of others to accomplish that end, it pays for those facilities on the basis of how their owners define them for wholesale purposes (interexchange or local). Wireless carriers already offer calling areas vastly different from those offered by wireline carriers, but have built (or leased) facilities that enable them to provide such calling areas.

With its "FX-like" service, however, Brooks is not attempting to define its own calling area. In the areas to which the 54 non-Portland Brooks NXX codes are assigned, Brooks is not offering a different calling area from those offered by the LECs. Its "FX-like" service is not a "local calling area" for Brooks's customers (who are all in Portland) or for anyone else. What Brooks is doing in the non-Portland locations is offering free interexchange calling to customers of *other* LECs that allows them to call a selected number of Brooks customers (ISPs) located in Portland. Brooks is in effect attempting to redefine the local calling areas of *other* LECs. If Brooks had any of its *own* customers served by its own facilities (either by building them itself or by purchasing UNEs), in one of the locations outside of Portland, e.g., Augusta, and offered those customers the ability to call *all* customers in Portland without toll charges, then it could be said that Brooks offered a local calling area in Augusta and, in particular, that its local calling area differed from the ILEC's local calling area. With its own customers in any area, Brooks would be free to delineate whatever "calling area" it wants for those customers, subject to the condition that if such a call is carried over the facilities of another carrier, it must compensate that carrier for the use of its facilities. However, Brooks has no authority to provide local exchange service and no facilities or

[10] *See Time Warner Cable of Maine, Request for Advisory Ruling Regarding Pilot Program,* Docket No. 2000-285, Advisory Ruling (Apr. 7, 2000).

customers in locations outside of Portland, and therefore cannot and does not have "local calling areas" in those places.

As discussed above, what Brooks is attempting to do is offer free incoming long distance *interexchange* service to customers of ILECs who are outside Portland and who want to call Brooks's customers in Portland. Although that goal should not be confused with the offering of a local calling area, we have no objection to the goal itself. Our objections are to the use of 54 NXX codes to accomplish that end, when reasonable alternatives exist; and to the notion that Brooks is somehow entitled to use the facilities of someone else, for free, to accomplish that goal. When a carrier uses facilities of others, it cannot unilaterally redefine wholesale arrangements between itself and the carriers that actually carry its traffic simply by declaring that its calls are "local" if that recharacterization is to its financial advantage. A carrier's retail definitions of local and interexchange do not govern whether it pays local or interexchange wholesale rates to other carriers that carry its traffic.

Brooks also suggests that we are deterring it from deploying a more efficient means of providing foreign exchange service, stating that its service is "an efficient functional equivalent to the *local service* provided by the incumbent BA-ME" (emphasis added). The claim is extravagant. Brooks is not offering an equivalent to local service, i.e., an ability to call all customers within a local calling area. At best, it is offering an "efficient functional equivalent" to Bell Atlantic's foreign exchange service. If the need to conserve NXX codes were not a concern, Brooks's claim that a trunking-based FX system is more economical than a system that uses private lines might have merit.[11] However, 800 service also uses trunking rather than dedicated lines between exchanges and provides the same level of efficiency as the Brooks "FX-like" configuration, but does not require any NXX codes.[12] Brooks's approach may be "innovative," but its claim that our orders "discourage the use of new technologies," and

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[11]The use of trunking facilities, which are shared by all users, is typically more cost-efficient than the use of facilities that are dedicated solely to the use of a single customer. On the other hand, at least for some customers, foreign exchange service that uses private lines that are dedicated solely to the use of that customer are likely to be more reliable because blocking either of trunking circuits or switching, caused by high traffic volumes, is less likely to occur. Emergency 911 and alarm services typically use dedicated circuits to reach remote exchanges.

[12]The California *Rulemaking-Investigation Order* suggests that in the absence of allowing California CLCs the option of using NXX codes for the purpose of providing an "innovative" FX service, CLCs would be required to place switching in every location in which they wished to have a local presence. It does not appear that the California PUC considered 800 service as a reasonable alternative to the NXX-code-based FX service. If one of Brooks's customers in Portland subscribed to an 800 service (provided by Brooks or any other carrier), it would not be necessary for Brooks (or one of the California CLCs in a parallel situation) to place switching in remote exchanges. With 800 service, a local customer in Augusta who was served by a LEC other than Brooks

its suggestion that it should not be saddled with the configuration of the ILECs' network, is disingenuous. Brooks is quite willing to use that network to reach the Brooks switch in Portland, but does not want to pay for its use.

V. REJECTION OF BROOKS'S PROPOSED RX SERVICE

In Docket No. 99-593, Brooks filed proposed terms, conditions and rates schedules for it to provide "Regional Exchange (RX) service." We disapprove the filing because we find the proposed service is not just and reasonable and because Brooks cannot provide the service without the 54 non-Portland NXX codes, which are not available to it for this service.

Pursuant to the provisions of Chapter 110, § 1003(b) of the Commission's rules, we issued a summary Part I Order on May 26, 2000 for this docket stating our conclusions. Part V of this Order constitutes Part 2 of the Order for Docket No. 99-593.[13]

The proposed service would use 54 (or more) NXX codes solely for the purpose of rating calls, so that calls from various locations throughout the State that terminate in Portland would be rated as local (non-toll). While it is a legitimate goal for a carrier to provide toll-free interexchange calling, there are reasonable alternatives to the service proposed by Brooks that do not needlessly use scarce NXX codes. One of those is traditional 800 service; another is the 800-like service we have ordered the ILECs to provide. Neither of these uses any NXX codes within the 207 area code. Nothing prevents Brooks, as an interexchange carrier, from providing an 800-like service itself. Nothing prevents it from buying such a service from another carrier, for example, its parent WorldCom. Under the present circumstances, where we are attempting to avoid the need for an additional area code in Maine, and where other services are available that are technologically equivalent, Brooks's use of 54 codes solely for the rating of interexchange traffic is unreasonable.

No service (even if there were appropriate compensation to the carrier actually providing the interexchange transport) justifies the extravagant use of NXX codes and 7-digit numbers within those NXXs proposed by Brooks. It would take only two or three

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(e.g., Bell Atlantic) would dial an 800 number. That number would be switched by a switch owned by the LEC providing service in Augusta and then routed to Brooks's customer in Portland. Brooks would need switching only in Portland.

[13]On June 2, 2000, the Examiner, pursuant to Chapter 110, §§ 103 and 1302, issued a Procedural Order that stated good cause for suspending the 5-day deadline for the issuance of the Part 2 Order.

The Part I Order in Docket No. 99-593, as well as the Procedural Order, incorrectly identify the date of deliberations as May 16, 2000. The correct date was May 9, 2000.

more Brooks-like arrangements, each with one ISP customer, to completely exhaust Maine's numbering resources. Brooks proposes to use numbers at the rate of 550,000 for ten customers (equivalent to a "fill" rate of under two one thousandths of one percent). Brooks also suggests that "in a pooling environment, Brooks's . . . use of limited NXXs cannot be said to encourage exhaustion." "Pooling" is the allocation of 1000 numbers within an NXX, which contains 10,000 numbers. Although pooling, which will occur soon, provides sufficient flexibility to allow us to delay the return of the particular codes that Brooks is not using for local exchange service for six months, its suggestion is not persuasive. A use rate of ten in 55,000 is not that much better than ten in 550,000. It is also likely that in a majority of the locations to which the Brooks codes have been assigned, there will not be any competitive LEC service in the near future. If there are no other CLECs to use some or all of the other 9000 numbers, assigning Brooks 1000 numbers out of 10,000 effectively ties up all of the 10,000 numbers in an NXX and would prevent the NXX from being used more effectively in a different location. Moreover, if in exchange where only Brooks was assigned a 1000 block of numbers, it were to use only 10 numbers, the use rate is still only ten in 550,000.

Brooks's proposed service (like the identical "FX-like" service it is presently offering without authority) also *depends* on the use of the 54 non-Portland NXX codes; it cannot offer the service without them. Those codes are not available to Brooks for the proposed service any more than they are for its present "FX-like" service. The reasons given in Part III, in support of our ruling that Brooks could not use the codes for the present service, apply with equal force here. Brooks does not meet any of the requirements of the FCC *Delegation Order* and the NANPA *Guidelines*. It does not have authority to provide local exchange service in any of the 54 non-Portland areas, and it has no facilities in those locations for the provision of local exchange service. In addition, the proposed service is an interexchange service rather than a local exchange service, and NXX codes may be used only for local exchange service.

Brooks argues that we should follow the reasoning of the California PUC *Rulemaking-Investigation Order* in order to allow it to use the codes for the purpose of providing the FX-like/RX service. We decline to do so for three reasons. First, the California PUC did not even consider the important questions of whether a carrier using an NXX must provide local exchange service to the place where the code is assigned, whether it must have local exchange facilities, or whether NXX codes may be used for interexchange services. It did not discuss the NANPA Guidelines or the contents of the delegation order that the FCC has issued to the California PUC granting it certain authority over the use and assignment of NXX codes.[14]

[14]As discussed above in Part III, the California PUC did not even clearly rule that the service being offered by its CLCs – virtually identical to the service offered by Brooks in Maine – was a local exchange service.

Second, even if the California PUC could lawfully allow CLCs in California to use NXX codes for a service like Brooks's service in Maine, it is apparent, as a policy choice, that the California PUC has placed a higher value on the ability of its CLCs to offer the FX-like service based on the use of NXX codes than on the conservation of those codes. It stated:

> We disagree with Pacific's claim that the Pac-West service arrangement should be prohibited because it contributes to the inefficient use of NXX number resources. While we are acutely aware of the statewide numbering crisis and are actively taking steps to address it, we do not believe that imposing restrictions or prohibitions on CLC service options is a proper solution to promote more efficient number utilization.

We disagree. While the California PUC sees no reason to "impos[e] restrictions or prohibitions on CLC service offerings," we see no reason why a carrier should be permitted to use scarce NXX codes for gathering interexchange traffic when there are technologically efficient methods (e.g., 800 service) to accomplish the same end, without using NXX codes.[15] The California PUC did not address whether an 800 service configuration would be a reasonable alternative for using codes for a non-dedicated FX-like arrangement.[16]

Third, and perhaps most significant, it appears that the California CLCs may actually have been offering true local exchange service (in addition to the NXX-code-based "FX-like" service) in the locations to which the NXX codes had been assigned. The California Commission stated:

> Moreover, there is no reason to conclude necessarily that a carrier will use any NXX code only to provide service to ISPs which are located outside of the assigned NXX rate center. For example, both Pac-West and WorldCom report they are actively pursuing numerous opportunities to provide profitable telecommunications services throughout their service areas. Their current subscribers include paging companies that have a significant demand for local DID

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[15]The NANPA reports that California presently has 25 area codes. 12 of which codes are in "jeopardy" and 11 of those 12 are subject to "extraordinary measures," i.e., rationing. Number Assignments; NPAs in Jeopardy (visited June 20, 2000) http://www.nanpa.com

[16]Given the California PUC's statements that the CLCs should pay ILECs that transport the call more than nothing for that transport, but should also not pay switched access rates, it should make little difference to the California CLCs whether they offer an NXX-code-based FX service based on the use of NXX codes or an 800 service.

> numbers, which they, in turn, assign to local end users who typically *are* physically located in the assigned rate centers. (emphasis in original) Customers also include banks, retail stores, and other businesses, both located *inside* and outside the assigned rate centers. (emphasis added)

California PUC *Rulemaking/Investigation Order* at 16-17.

While that reason appears to be little more than "make-weight" to the California PUC, we would consider such service to be highly significant. If Brooks actually offered local exchange service to customers located in any of the areas to which the 54 non-Portland codes have been assigned (on other than a sham basis), it would have a legitimate claim to retain the codes.

For the foregoing reasons, we disapprove the proposed terms, conditions and rates proposed by Brooks in Docket No. 99-593. Brooks is, of course, presently providing the very service it has proposed in the tariff filing, but without authority. We will require Brooks to terminate the present unauthorized service on the date that the NANPA reclaims the NXX codes assigned to Brooks that are located outside the Brooks Portland area exchange. We will, however, delay the effective date of our orders to the NANPA for a period of six months and will permit Brooks temporarily to continue to offer the present service to its currently existing customers during that period. As stated in the Part I Order in Docket No. 99-593, Brooks must file a tariff for this grandfathered service, or special contracts with the existing customers.

VI. ILEC SNS/PRI ("500") SERVICE FOR ISPs AND IXCs THAT SERVE ISPs

A. Service Description and Requirement; Rates

In the June 22 Order, we proposed that Bell Atlantic and all other ILECs (the independent telephone companies or ITCs), in their roles as providers of interexchange service in Maine, offer a special service and retail rate for ISPs that would represent a substantial discount from existing retail toll rates. The service would also provide Bell Atlantic and the other ILECs with a more appropriate level of revenue than the amounts BA-ME has "received" as "local" reciprocal compensation (which actually are payments by BA to Brooks) under Brooks's interpretation of the interconnection agreement between Brooks and Bell Atlantic. We also proposed that the service be available on a wholesale basis to other IXCs.

There are two purposes to this service: to provide affordable statewide access to the Internet and to provide an appropriate level of compensation to interexchange carriers that actually carry the traffic and to LECs that originate and terminate the traffic. Those carriers include Bell Atlantic, other ILECs that provide interexchange service or interexchange access service, and any other IXCs that might offer similar special ISP service on their own. At present, Brooks is providing affordable access, but it is needlessly wasting 54 NXX codes to provide the service and is not

properly compensating Bell Atlantic and other ILECs for the use of their interexchange facilities. We have found Brooks's service to be unreasonable and unlawful. Brooks's service also has not been available statewide on a toll-free basis. Most ITCs have rated the traffic to the Brooks NXXs that are nominally assigned to areas outside Portland as toll, because the traffic actually terminates in Portland rather than in the nominally assigned locations, and at least two have blocked the traffic.

We note that some of the discussion below refers only to Bell Atlantic. Some refers to ILECs generally or to Bell Atlantic and other ILECs. For example, where we discuss present impacts of Brooks's service, we usually refer only to Bell Atlantic. Bell Atlantic has been the primary carrier of the traffic generated by the Brooks service. Bell Atlantic also has an interconnection agreement with Brooks, and, at least until we found that the traffic was interexchange, Bell Atlantic paid Brooks reciprocal compensation for the "local" traffic that Bell Atlantic carried over its toll network. By contrast, the other ILECs (ITCs) do not have interconnection agreements with Brooks. Most ITCs have rated the traffic to the Brooks 54 NXXs assigned to areas outside Portland as toll, with the result that there is relatively little traffic originating in ITC exchanges that terminates at Brooks's ISP customers in Portland. In addition, as explained below, Bell Atlantic will be providing the retail service and the other ILECs will be providing access service. We fully intend, however, that all ILECs will participate in providing the service, that the service will be available statewide on a toll-free basis to end-users who are customers of ISPs, and that there be reasonable compensation arrangements among Bell Atlantic, other ILECs and any other participants.

We proposed a special rate for two reasons. Both of these are related to our findings that the ISP traffic carried by Brooks (only from its switch to its ISP customers) is interexchange rather than local in nature; and that Bell Atlantic and other ILECs actually carried the traffic over their transport facilities from locations outside the Portland calling area to Brooks's Portland switch. First, we want to ensure that Internet subscribers are able to continue to subscribe to the Internet at reasonable rates, consistent with the Legislature's mandate of "affordable" Internet access in 35-A M.R.S.A. § 7101(4), even though the traffic at issue in this case is interexchange rather than local. Second, we intend that the rate will fairly compensate Bell Atlantic and other ILECs that will be carrying or providing access for this interexchange traffic. We proposed that the service would be toll-free to end-users, much like an 800 service, and that it would avoid the need to use NXX codes within the 207 area code, again much like an 800 service, which uses no 207 NXX codes.

In its comments of July 14, 1999, Bell Atlantic proposed a service (labeled Single Number Service/Hubbed Primary Rate ISDN, or SNS/PRI) essentially identical to that proposed by the Commission, except for price.[17] As under the Commission's proposal, the SNS/PRI service would use numbers that would be toll-free to end-user

[17]The SNS/PRI service configuration uses advanced intelligent network (AIN) database capability and is therefore technically superior to circuit-switched 800 service.

customers. Each ISP could be assigned one (or more) 7-digit number within the "500" prefix.[18] There would be no need to use any NXX codes within the 207 area code.[19]

The SNS/PRI service is an interexchange service, and the rate is an interexchange rate, for traffic that the Commission has found is interexchange. It is also a *retail* service offered to ISPs. The rate to ISPs will be flat. There will be no usage component (per-minute or otherwise). The subscribers to the rate will be ISPs, not individual customers of ISPs. The service is an *inward* (called party pays) service; ISP customers would be able to call the "500" numbers without paying toll charges.

Under recent changes to the interexchange relationship between Bell Atlantic and the other ILECs (ITC), Bell Atlantic provides retail interexchange toll services to ITC customers in the local service territories of all of the ITCs, except one.[20] The ITCs provide access service to Bell Atlantic and other IXCs. The IXCs pay access charges according to rate schedules on file with the Commission. Pursuant to contract, the ITCs also bill their local exchange customers for Bell Atlantic's retail toll service, and turn over that retail revenue to Bell Atlantic. Unlike the other ITCs, Saco River Telegraph and Telephone Company provides its own interexchange service to its local exchange customers and pays Bell Atlantic and other ITCs to terminate its traffic.

Some questions have been raised about the participation of the independent ILECs, specifically about "concurrence" by those companies in Bell Atlantic's interexchange rate schedules. Historically, the independent telephone companies (ITCs) have concurred in those schedules. Under that concurrence (and the now abandoned settlements process), Bell Atlantic and the ITCs provided interexchange services jointly. Although some ITCs may still "concur," we view concurrence, or the lack thereof, as irrelevant under the present arrangement between Bell Atlantic and the ITCs, where Bell Atlantic provides interexchange service to retail customers located in ITC local service territories and the ITCs provide interexchange access services to Bell Atlantic.

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[18]Brooks's exceptions claim that Bell Atlantic cannot use "500" numbers for the proposed service. If Brooks is correct, we expect Bell Atlantic to obtain another prefix that it may use for the service.

[19]Great Works Internet (GWI), a customer of Brooks, states, somewhat misleadingly, that the proposed SNS/PRI service would require "20,000 internet users to change their numbers." The service would not require any of these users to change their home or business telephone numbers. They would only have to change the number that they dial to access internet service. The vast majority of these users would have to make a one-time change to the number in their computer software that provides access to the Internet. That software automatically dials the number.

[20]Other IXCs, such as AT&T, Spring and WorldCom, also provide interexchange service to local service customers of ITCs.

In response to a set of questions filed by the ITCs, Bell Atlantic stated that the ITCs will offer the SNS/PRI services only if they specifically concur or independently establish their own rate schedules for these services and agree upon compensation with Bell Atlantic. Bell Atlantic also stated that the tariff it is preparing will not include provisions "for the exchange of traffic for this service between BA-ME and the ITCs, in either the originating (i.e., ITC originated to BA-ME's ISP terminating subscriber) or terminating (i.e., BA-ME originated to ITC's terminating ISP subscriber) direction."

Consistent with the description above concerning toll services generally, we will require Bell Atlantic to offer the retail SNS/PRI service to ISP customers located in ITC local exchange service areas, and to allow customers of ITCs to call ISPs located in Bell Atlantic local exchange territory.[21] We also will require the ITCs to provide access service to Bell Atlantic and other IXCs. Rate schedule concurrence is not necessary. ITCs will also provide (sometimes jointly with Bell Atlantic) any necessary dedicated facilities (local distribution channels) to ISPs located in their territory. In response to the question asked by the Telephone Association of Maine (TAM) in its exceptions, concerning whether we are requiring BA to offer "toll plans statewide," including areas served by ITCs, the answer for the SNS/PRI service is yes.

B. Retail Pricing

BA proposed rates that would be "non-usage sensitive and non-distance sensitive and will probably fall in the range of $500-$600 per month, per SNS/PRI facility." In its March 24, 2000 filing, it stated that the rate for such a facility would be "approximately $500." A retail ISP subscriber must obtain a minimum of two SNS/PRI facilities, one in each of the two "sector hubs" for the service, located in Portland and one in Bangor. In addition, an ISP would need "appropriately sized Local Distribution Channels to connect the ISP's location to a single interconnection point on BA-ME's network," at flat-rated prices equal to special access prices, which are distance sensitive.

Bell Atlantic characterized these rates as "affordable" (the statutory standard) rather than based on a possible pricing standard mentioned in the Commission's Order, long run marginal cost.

No party objected to BA's proposed pricing for the retail service, either in earlier comments or in exceptions. The earlier comments filed by Brooks claimed that the proposed Bell Atlantic retail rate would not allow Brooks to "compete." Brooks did not state the reason for this claim, beyond the further conclusory statement that the proposed rate includes a "discriminatory rate structure that will make this service

[21] In the case of 800 service, 800 service customers located in BA-ME territory are able to receive calls from *all* locations in Maine including calls originated by ITC end-users. A BA-ME 800 service customer does not have to subscribe to an ITC service to receive those calls from end-users whose exchange service is provided by an ITC. We expect the same to be true with this SNS/PRI (500) service.

uneconomical for CLECs [sic] to provide."[22] Nothing precludes Brooks from offering a similar retail service using its own facilities and ILEC access services or through resale of the Bell Atlantic service. As proposed in the Commission's June 22, 1999 Order and in Bell Atlantic's proposal, the retail rate would be available at a wholesale discount so that other IXCs would be able to resell it. Bell Atlantic states that the discount in Maine is presently 18-20%.

The rate proposed for this service by Bell Atlantic is acceptable. It represents a substantial discount from the toll rates for the calling volumes directed to ISPs. It satisfies the criterion of 35-A M.R.S.A. § 7101(4), which requires "affordable access" to computer-based information services. Although not required to do so, competitive IXCs may also offer a similar service. In order to facilitate such offerings by IXCs, Bell Atlantic shall also offer a discounted wholesale rate as required by 47 U.S.C. § 251(c)(4). That requirement applies to "any telecommunications service that the carrier [any ILEC] provides at retail to subscribers who are not telecommunications carriers." The requirement does not make any distinction between local exchange and interexchange service. The amount of the discount represents billing and other costs that the ILECs avoid by providing the service on a wholesale basis to IXCs rather than on a retail basis to ISPs.

The Examiner's Report proposed to require Bell Atlantic to provide an additional rate for wholesale customers (IXCs) that would equal the wholesale rate described above, but that would be broken down into separate components of switching, transport and a remaining "common line" amount, similar to the current structure for access rates. The Examiner and advisors apparently believed that a carrier providing service to an ISP could use its own switching, for example, and purchase only transport and the common line component from Bell Atlantic or other ILECs, thereby avoiding the ILEC switching charge. According to Bell Atlantic's exceptions, that assumption is not correct:

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[22]Because the service is interexchange, Brooks's statement quoted above should be read as applying to the ability of *IXCs* to provide the service.

Brooks's exceptions provide a little more specificity to its objection. We discuss that objection below.

> SNS/PRI uses select network facilities to extend a wide-area calling area to an ISP's end users from the PRI hub locations. This investment includes hub switching, direct interoffice transport (where available), Advanced Intelligent Network (AIN) database capability and dedicated terminating facilities to the ISP end user. All of these network components must be in place to efficiently route calls under the SNS/PRI service.
>
> As a consequence, a competing carrier wishing to provide a service comparable to SNS/PRI on a facilities basis cannot own only a terminating switch, as the Examiner apparently envisions. Instead, a competing facilities-based provider must obtain all of the foregoing network facilities which enable BA-ME to provide SNS/PRI. There is no way for BA-ME to "break down" its retail service architecture into a wholesale access rate structure, as the switched access rate categories of common line, switching, and transport do not correspond to the investment in SNS/PRI-related facilities.

Brooks made a similar argument, claiming in effect that the "bundled" service "excludes" competition for what it refers to as the "local service component," i.e., the local distribution channel. Brooks apparently views the "local distribution channel" as a "local component" in part because of its name and its location in Bell Atlantic's tariff. A "local distribution channel" is a facility that runs between a switching facility and a customer. Such a facility is dedicated to that customer's exclusive use and, depending on purpose, may also be called a "local loop" or "special access." The facility, whatever it is called, is capable of carrying both interexchange and local traffic. The service that Bell Atlantic's and the ITCs will offer is an integrated interexchange service that carries interexchange traffic. Brooks apparently agrees with Bell Atlantic's claim that the service is an integrated one and cannot feasibly be broken down into components. Accordingly, we will not require Bell Atlantic and the ILECs to offer services consisting of the three components individually as suggested by the Examiner's Report.

Brooks, in its earlier comments, also complained that if the Commission ordered the proposed service, it would not be permitted to collect anything for traffic that originates on another carrier's network and that terminates at Brooks's facilities. The problem for Brooks is not whether it may collect compensation for terminating traffic, but whether there will be any terminating traffic, once its present unauthorized "FX-like" service ceases. The Bell Atlantic-ILEC SNS-PRI service will be provided directly to ISPs that subscribe to the service. That traffic will be carried directly to a subscribing ISP by Bell Atlantic (and, if the ISP is located in ITC territory, locally by the ITC). Unless Brooks (as an IXC) establishes a competing similar interexchange service, which it is

obviously free to do, none of the present "FX-like" traffic will terminate on Brooks's facilities. The question of compensation for nonexistent traffic is therefore academic.[23]

C. Compensation Among ILECs

Many, and perhaps most, ISPs are located in Bell Atlantic territory.[24] Under the SNS/PRI service, if an end user who is located in independent telephone company (ITC) territory places a 500-NXX-XXXX call to one of the ISPs located in BA territory, the ITC is entitled a "terminating" access payment from Bell Atlantic.[25] Conversely, when an ISP is located in ITC territory, and a Bell Atlantic customer dials a 500 number assigned to that ISP, the ITC is entitled to an "originating" access payments. In its Response, Bell Atlantic stated that because the SNS/PRI service was heavily discounted, it would not pay the ITCs their standard access rates. Bell Atlantic stated:

> [T]he proposed tariff does not cover the terms and conditions for the exchange of traffic for this service between BA-ME and the ITCs, in either the originating (i.e., ITC originated to BA-ME's ISP terminating subscriber) or terminating (i.e., BA-ME originated to ITC's terminating ISP subscriber) direction. The specific terms and conditions for the exchange of this traffic would have to be negotiated in arrangements between BA-ME and the ITCs because existing agreements for the exchange of toll and local traffic between BA-ME and the ITCs do not cover the special class of traffic created by the Commission in this docket and served by this new SNS/PRI offering.

It also stated:

> An ITC would need to determine for itself whether it desired to offer this service to its subscribers by concurring

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[23]Even if Brooks were somehow able to retain the ISP customers (other than in a resale capacity), so that it still had terminating traffic, the traffic would be interexchange, not local. The BA-Brooks interconnection agreement requires that regular access charges apply to interexchange traffic. BA would not pay reciprocal compensation to Brooks.

[24]At the time the Commission made its factual findings in the Order issued on June 22, 1999, all of the ISPs that are customers of Brooks were located in Portland. Bell Atlantic is the ILEC that serves Portland.

[25]As in the case of 800 service, because it is an inward service (the called party pays), "originating" and "terminating" access designations are reversed.

> in BA-ME's filed tariff terms and conditions.[26] The terms and conditions (including cost recovery) for the exchange of traffic originating or terminating on an ITC's network would need to be negotiated between BA-ME and the ITCs, most likely on the basis of an equitable division of the retail rate permitted by the Commission to be charged to the ISP subscriber.
>
> The origination of a call by an ITC subscriber to a BA-ME "500" or "555" ISP subscriber is not traditional access service by the ITC because the Commission has determined that BA-ME's provision of the interoffice transport and delivery of this traffic is not to be considered or rated as traditional toll service. The Commission, in this docket, has created an entirely separate class of service for Internet-bound traffic only.

The Telephone Association of Maine (TAM) strongly urges us in its exceptions to address the matter of inter-company compensation. The Examiner's Report had suggested that under 35-A M.R.S.A. § 7901 jurisdiction over inter-company compensation issues may be limited to occasions where the companies cannot agree. Subsection 2 of section 7901 does indeed address dispute resolution. Subsection 1, however, makes clear that the Commission has direct jurisdiction over "rates, tolls or charges" for the "transfer of messages or conversations" over lines that are connected between carriers without regard to the existence of a dispute. In addition, we have ample authority under 35-A M.R.S.A. § 1303 to investigate a matter such as inter-company compensation, and that issue surely is reasonably now within the scope of this case, which is an investigation under section 1303.

At least initially, BA, the ITCs and the Commission staff shall address the question of inter-company compensation in a collaborative manner pursuant to a schedule to be established by the Examiner. For that reason, as noted in Part V, we will allow BA and the ITCs a period of up to six months to address compensation issues, as well as any administrative matters that may arise.[27]

In addressing the compensation issues, BA, the ITCs and the Advisory Staff should be aware of the following considerations:

---

[26]We have addressed the "need" for ITCs to "concur" at Part VI.A above.

[27]As noted in Part V, Brooks may continue to offer the unauthorized NXX-based "FX-like" service to existing customers only for the full 6 months.

1. It is not entirely clear (contrary to Bell Atlantic's assertions) that "existing agreements for the exchange of toll and local traffic between BA-ME and the ITCs do not cover the special class of traffic . . . ." It is not clear that existing access tariffs or contractual arrangements between the Bell Atlantic and the ITCs exclude any specific class or type of interexchange traffic from existing access tariffs or compensation arrangements.

2. As claimed by Bell Atlantic, the Commission has established a special category of interexchange toll service for Internet traffic, to be priced substantially below existing toll rates. Bell Atlantic asserts that "BA-ME's provision of the interoffice transport and delivery of this traffic is not to be considered or rated as traditional toll service." The Commission, however, has not made any finding at this time concerning whether special compensation arrangements are necessary for the SNS/PRI service.

3. If the ITCs charged their existing access rates for the origination of this traffic, Bell Atlantic most likely would be paying more to the ITCs than it would be collecting from its retail customers, the ISPs. We also note, however, that in the recent past, there has been no direct relationship between access revenue billed as a result of calling by a particular customer and the amount of retail revenue obtained from that same customer. Access rates are the same for all minutes and no longer vary according to calling volumes (as they did under versions of Chapter 280 of the Commission's rules prior to the enactment of 35-A M.R.S.A. § 7101-B) Retail rates vary considerably, however.

4. A substantial amount of the Internet traffic originating in ITC territory that will terminate in Bell Atlantic territory will be incremental. At least two ILECs block the traffic that would otherwise be directed to ISP customers of Brooks. Most ITCs charge regular toll rates for that traffic. Accordingly, the ITCs presently are not receiving a significant amount of access revenue for that traffic because blocking prevents, and per-minute toll rates deter, end users from subscribing to ISPs that are located in Bell Atlantic territory.

D. Other Issues

The exceptions of the Telephone Association of Maine (TAM)[28] state that some ITCs have switches that are not currently capable of providing PRIs. We will request the ILECs to address this matter in the collaborative process that we require in Part VI.C above.

[28]The ITCs and Bell Atlantic are all members of TAM, but at least on the issues addressed in this Part VI, it is clear that TAM represents the interests of the ITCs.

TAM's exceptions also note that the June 22, 1999 Order stated that "the rate would not be available to ISPs that offer voice services over the Internet." TAM states that it:

> believes this to mean that no customer subscribing to the service may do so for the purpose of carrying voice traffic. TAM is not aware of anything in the proposal that would prevent a company other than an ISP from subscribing to this service.

TAM then asks whether the Commission intends that the service should only be used by ISPs.

We do intend that the service be available only to ISPs. That limitation should appear in Bell Atlantic's terms and conditions. 35-A M.R.S.A. § 7101(4) justifies a special rate for connecting to the Internet. It does not justify a similar special rate for ordinary toll traffic.

TAM then raises questions about the enforceability of the limitation. We agree that enforceability may be a difficult problem, and we expect the parties to address this in the collaborative process that also will address compensation. We believe that a reasonable policy as a starting point is that ISPs that offer Voice over Internet Protocol (VoIP) should not be permitted to subscribe to the SNS/PRI service and rate. By "offering," we mean marketing and/or providing software for VoIP. If it is feasible to segregate VoIP traffic, we could alter that policy. We doubt if it is possible to enforce such a policy against end users who, on their own, obtain and use VoIP software.

VII. CONCLUSION

We reaffirm our findings in prior orders that Brooks's use of the 54 NXX Codes outside its Portland area exchange is for interexchange purposes, not local, and that Brooks is not providing facilities-based local exchange service or any other facilities-based service in those exchanges. The "FX-like" service that Brooks is currently offering without authority is unreasonable and will not be approved. Accordingly, Brooks has no legitimate need for the 54 codes, and, as authorized by the FCC Delegation Order, we order the NANPA to reclaim them six months after the date of this Order.

Within 30 days following this Order, Bell Atlantic shall file rates, terms and conditions for the retail, wholesale combined, and wholesale components services described in Part IV above.

Ordering Paragraphs

Accordingly, we

1. FIND, in Docket No. 99-593, pursuant to 35-A M.R.S.A. § 310, that the proposed changes to the rate schedules and terms and conditions of the New England Fiber Communications L.L.C. contained in Maine PUC Tariff No. 1:

5th Revised Page 1.1 (cancels 4th Revised Page 1.1)
2nd Revised Page 12.1 (cancels 1st Revised Page 12.1)
1st Revised Page 12.4 (cancels Original 12.4)
1st Revised Page 12.5 (cancels Original 12.5)
1st Revised Page 12.6 (cancels Original Page 12.6)
Original Page 12.7

are UNJUST AND UNREASONABLE and we ORDER that they will not become effective;

2. ORDER New England Fiber Communications L.L.C. to file special contracts, for approval under 35-A M.R.S.A. § 703(3-A), or rate schedules and terms and conditions, for a limited continuation of its existing service that is similar to the disapproved service, as described in the body of this Order;

3. ORDER New England Fiber Communications L.L.C. to make the filing or filings described in paragraph 2 on or before July 18, 2000;

4. ORDER the North American Numbering Plan Administrator (NANPA), effective six months from the date of this Order, to reclaim the 45 central office (NXX) codes in the State of Maine that are assigned to New England Fiber Communications d/b/a Brooks Fiber, and that are outside New England Fiber Communications' Portland area exchange (consisting of the municipalities of Portland, South Portland and Westbrook, Maine);

5. ORDER New England Telephone and Telegraph Company d/b/a Bell Atlantic-Maine to file a schedule of rates, and terms and conditions for the Single Number Service/Hubbed Primary Rate ISDN (SNS/PRI) service described in Part VI of this Order. Bell Atlantic shall make that filing within 30 days of the date of this Order; and

6. ORDER New England Telephone and Telegraph Company d/b/a Bell Atlantic-Maine, the independent incumbent local exchange carriers of Maine IXCs that are parties to the case that intend to offer SNS/PRI or similar service, and the Commission Advisory Staff assigned to this case to engage in a collaborative process for resolution of questions having to do with compensation between Bell Atlantic and the independent ILECs, the question of whether there are technical problems in offering the service at some independent ILEC switches, and the question of restricting such service

to uses other than Voice over Internet Protocol. For the latter purpose, the Advisors may request information from other parties in this case and from outside persons. The Hearing Examiner shall establish a schedule for the collaborative process, which shall not exceed six months.

Dated at Augusta, Maine, this 30th day of June, 2000.

BY ORDER OF THE COMMISSION

Dennis L. Keschl
Administrative Director

COMMISSIONERS VOTING FOR: Welch
Nugent
Diamond

THIS DOCUMENT HAS BEEN DESIGNATED FOR PUBLICATION

NOTICE OF RIGHTS TO REVIEW OR APPEAL

5 M.R.S.A. § 9061 requires the Public Utilities Commission to give each party to an adjudicatory proceeding written notice of the party's rights to review or appeal of its decision made at the conclusion of the adjudicatory proceeding. The methods of review or appeal of PUC decisions at the conclusion of an adjudicatory proceeding are as follows:

1. Reconsideration of the Commission's Order may be requested under Section 1004 of the Commission's Rules of Practice and Procedure (65-407 C.M.R.110) within 20 days of the date of the Order by filing a petition with the Commission stating the grounds upon which reconsideration is sought.

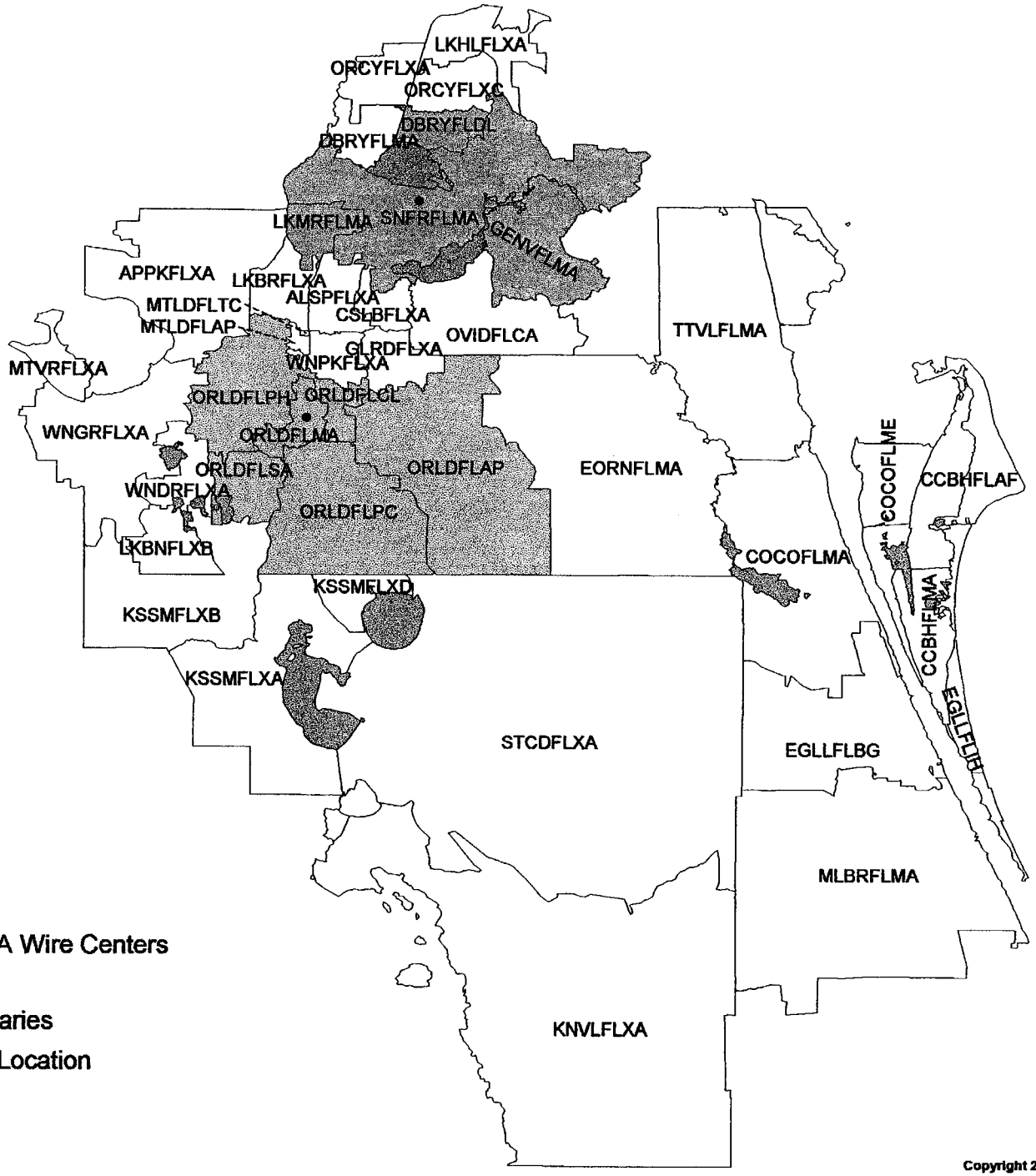
2. Appeal of a final decision of the Commission may be taken to the Law Court by filing, within 30 days of the date of the Order, a Notice of Appeal with the Administrative Director of the Commission, pursuant to 35-A M.R.S.A. § 1320(1)-(4) and the Maine Rules of Civil Procedure, Rule 73, et seq.

3. Additional court review of constitutional issues or issues involving the justness or reasonableness of rates may be had by the filing of an appeal with the Law Court, pursuant to 35-A M.R.S.A. § 1320(5).

Note: The attachment of this Notice to a document does not indicate the Commission's view that the particular document may be subject to review or appeal. Similarly, the failure of the Commission to attach a copy of this Notice to a document does not indicate the Commission's view that the document is not subject to review or appeal.

BellSouth Telecommunications, Inc.
FPSC Docket No. 000649-TP
Exhibit CKC-4
Page1-2
August 17, 2000

BellSouth Orlando LATA - Local Tandem Serving Area



LEGEND

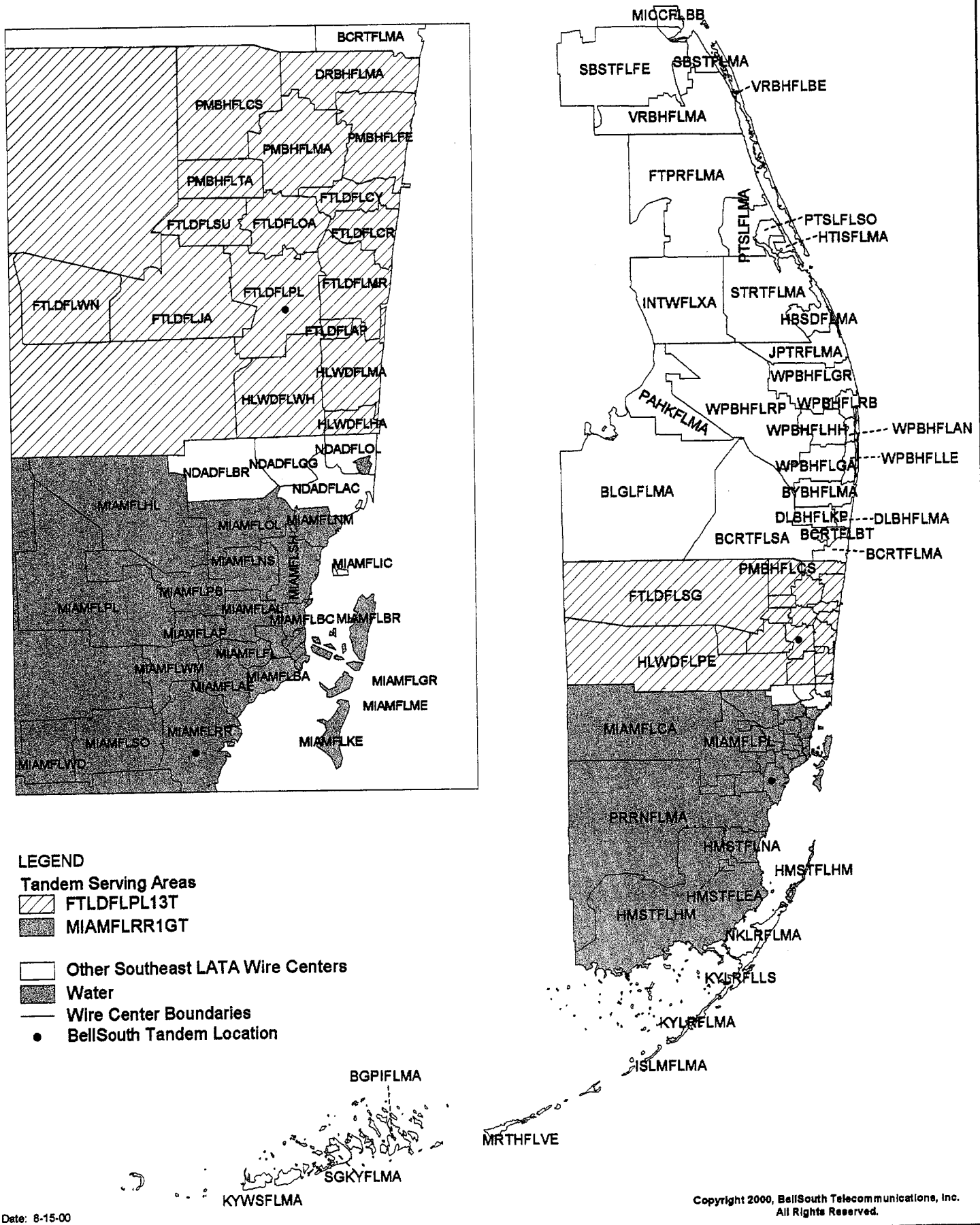
Tandem Serving Areas

- ORLDFLMA34T
- SNFRFLMA32T
- Other Orlando LATA Wire Centers
- Water
- Wire Center Boundaries
- BellSouth Tandem Location

Date: 8-15-00

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BellSouth Southeast LATA - Local Tandem Serving Area



Date: 8-15-00

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Rebuttal Exhibit CKC-1

BellSouth Telecommunications, Inc.
FPSC Docket No. 000649-TP
8 Pages

Comments of MCI
Telecommunications Corporation
CC Docket No. 96-98
May 16, 1996

FLORIDA PUBLIC SERVICE COMMISSION
DOCKET
NO. 000649-TP EXHIBIT NO. 26
COMPANY/
WITNESS: Cof
DATE 10-4-00

Before the
FEDERAL COMMUNICATIONS COMMISSION
Washington, DC 20554

In the Matter of:	)	
	)	
Implementation of the Local Competition Provisions in the Telecommunications Act of 1996	)	CC Docket No. 96-98
	)	
	)	

COMMENTS OF
MCI TELECOMMUNICATIONS CORPORATION

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May 16, 1996

telecommunications carriers at cost. In the specific situation where interconnection occurs between two local service providers, such that each one is providing the same transport and termination functions for the other, Section 251(b)(5) of the Act instructs the carriers to utilize reciprocal compensation arrangements in recognition of the reciprocal functions performed. Moreover, since it is possible to avoid unnecessary billing expenses in a reciprocal situation that could not be readily avoided in a typical market situation, the Act explicitly allows the carriers to consider bill and keep arrangements that avoid billing expenses.

D. ILECs Must Interconnect with Competing Local Carriers through the Use of Competitively-Neutral Reciprocal Compensation Arrangements

MCI believes the Commission must adopt the following rules and requirements to implement a competitively-neutral reciprocal compensation arrangement:

- [61-63, 226] The Commission must declare that new entrants competing with the ILECs in local markets be treated for interconnection purposes as "co-carriers".

- [61-63, 226] Each telecommunications carrier seeking to interconnect with an ILEC must designate, for each local calling area, at least one point of interconnection (POI) on the other carrier's network. A carrier may designate more than one POI in a LCA, but cannot be required to do so.

- [63] Interconnection must result in the termination of the competing carrier's traffic at at least the same level of service quality as the ILEC provides for terminating its own traffic, without any additional charge to the competing carrier to obtain that level of service. It must be the responsibility of each carrier -- ILEC and competing carrier -- to install and bear the costs of efficient and sufficient facilities to carry traffic from the POI.

- [63] To ensure all carriers nondiscriminatory terminating capability, 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. There should be no limits on the directionality of the traffic carried on any particular trunk groups; all trunk groups should be designed as two-way for testing purposes, and carriers should have the option of establishing them as one way or two way for call completion. In additon, there should be

no restriction on the type of traffic that can be combined on a single trunk group unless signaling requirements dictate the need for separate trunk groups. In those instances where traffic must be segregated by trunk group, it should be the carrier receiving the traffic that determines the types of traffic that can be combined on a single trunk group (e.g., local, intraLATA toll, interLATA access). However, traffic should not be required to be separated across trunk groups without sound network engineering. The ILEC must provide interconnection to and from intelligent network, signaling, monitoring, surveillance, and fraud control points.

1. The Commission Should Explicitly Recognize the Co-Carrier Status of Local Competitors.

[61-63] The Commission should adopt the principle that interconnecting local carriers are in a "co-carrier" relationship with the ILEC -- not a customer/supplier relationship. In the absence of this co-carrier requirement, ILECs would have no incentive to conform to Reciprocal Compensation arrangements, despite being mutually dependent upon competing carriers for the termination of calls to each other's networks. ILECs would have no incentive to provide interconnecting carriers the same level of service they provide themselves. While co-carrier status imposes responsibilities on the terminating carrier, it does so without discriminating between the ILEC and the new entrant. Over time, each carrier imposes costs upon and receives benefits from the other. This is essentially the approach taken by the Washington Utilities and Transportation Commission in its recent interconnection order in Docket UT-941464.[22]

2. Interconnection Terms, Conditions, and Arrangements Should Not Force New Entrants to Mirror the ILECs' Network Architecture and Design.

[61-63] It is MCI's experience that ILECs use their monopoly power to attempt to

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[22] The Washington UTC adopted bill and keep on an interim basis, stating that ILECs and competing carriers can expect their customers to make calls that will terminate on the other party's network. The Commission said that it saw "little potential for harm and much potential gain" for competition.

impose disadvantageous interconnection arrangements on competing carriers, who in the absence of regulatory guidelines are forced to negotiate from a position of weakness. Moreover, a potential entrant who attempts to stick to a negotiating position may be undermined by another entrant whose need for immediate cash flow or other business plans forces it to accept the ILEC's terms. Thus, national rules are needed that explicitly recognize the need for neutrality across different business and technology strategies for the interconnection of very different, but compatible, networks. The incentives of rate of return regulation moved ILECs to design their networks in a costly, inefficient manner. These financial incentives were transformed into engineering standards. In contrast, new entrants, having never been guaranteed a rturn on investment, must have efficient network designs. These new networks, taking advantage of low-cost optical fiber technology, can efficiently provide service using fiber rings and longer loops, but fewer switches than the ILECs. If the reciprocal compensation arrangements are based on the ILEC technology and architecture, efficient new entrants can be excluded from the market. To safeguard against this, MCI proposes that the Commission implement the following rules:

- When a competing local carrier and an ILEC seek to interconnect, each carrier must designate, for each local calling area (LCA), at least one point of interconnection (POI) on the other carrier's network for the purpose of exchanging traffic. (See POI1 in Diagram 2.) The carrier's designated POI is the location where its responsibility for carrying traffic originating on its network ends, and where the other carrier's responsibility for terminating that traffic commences.[23] A carrier may designate more than one POI in a LCA, but

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[23] If a carrier seeking interconnection has no facilities in a local calling area, then it must designate a "virtual" point of interconnection somewhere on the ILEC's network in that LCA, and provide or purchase from the ILEC trunks to transport traffic from its switch to that virtual POI, since it has the responsiblity to get traffic to at least one point on the ILEC's network in each LCA. (See POI2 in Diagram 2.)

cannot be required to do so.

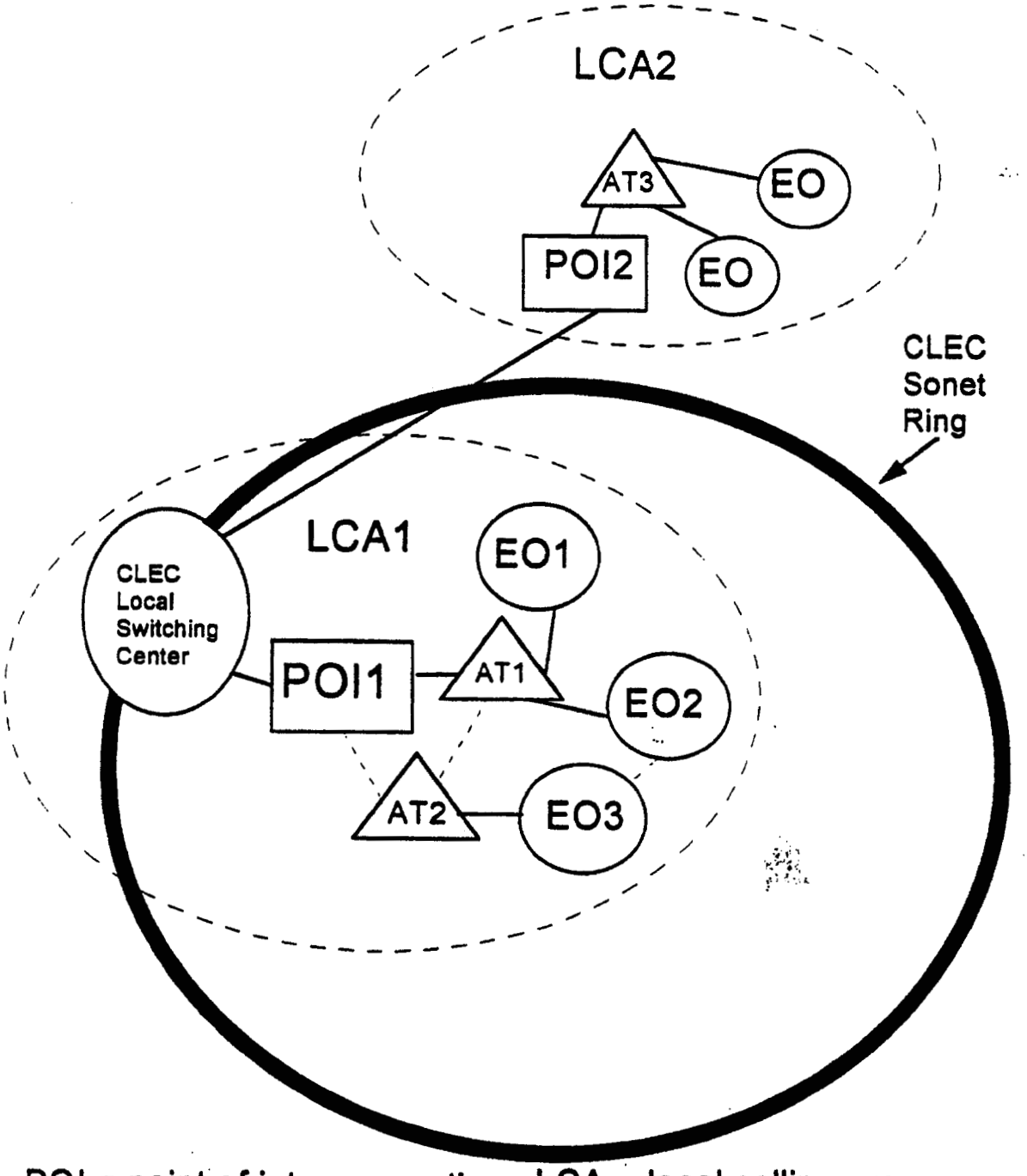
- Each carrier may choose the POI that is most efficient for its network architecture. The competing carrier must not be required to collocate at ILEC facilities[24] or in any other fashion be required to mirror the ILEC network or the advantages to consumers from new technologies and network architectures could be dissipated.

[61-63] In contrast to MCI's policy proposals, the ILECs have followed several strategies in the states that would impose the ILEC multiple switch network architecture on competing carriers. These strategies would penalize a carrier for having a different architecture that employs longer loops, fiber ring technology, and a single switch that allows the carrier to serve its much smaller customer base more efficiently.

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[24] In NYNEX territory, if MCI provides its own transport to the POI (as opposed to leasing transport from NYNEX), NYNEX requires MCI to collocate. There is no technical reason for this. It adds significant time and expense to interconnection. Illinois and Michigan have specifically rejected Ameritech's attempt to do the same thing.

Diagram 2: Point of Interconnection



POI = point of interconnection LCA = local calling area
AT = access tandem EO = end office

[61-63] One ILEC strategy has been to attempt to require the competing carrier to build 0out its network to multiple ILEC end offices and/or tandems (for example, to EO1 and EO2, or to AT1 and AT2, in Diagram 2), in effect requiring the competing carrier to designate multiple POIs in a local calling area.[25/] Another strategy has been to allow the POI to be at an end office or tandem switch of the called party's provider, but if the competing carrier wants to interconnect at the tandem, require it to pay the ILEC for transporting the call to the end office (so that the single POI becomes multiple POIs).[26/] Yet another strategy is to set higher rates for interconnection at tandems than at end offices, but always treat the competing carrier's switch as an end office switch so that the competing carrier receives only an end office termination charge (and no transport charge).[27/] Each of these penalizes the competing carrier for choosing an alternative technology to the ILEC's.

[61-63] The ILECs will object that they should not have to bear the costs of modifying their networks to accommodate competitive entry, but their actions to date demonstrate why it must be their responsibility to bear those costs -- they would choose the less efficient network

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25/ For example, both Bell Atlantic and NYNEX are attempting to require competing carriers to interconnect at every tandem that may serve a calling area. In New York City, Boston, and Baltimore (and any other cities served by more than one access tandem), the ILEC requires the competing carriers to establish multiple POIs per local calling area. This is expensive and inefficient.

26/ U S West's current proposal in Portland presumes that mutual traffic exchange can only occur at end offices, and that competing carriers must pay transport to the ILEC end offices.

27/ In Maryland (Bell Atlantic), MCI's local switching centers are treated as "end offices," and therefore MCI is compensated at a lower end office rate than the RBOC receives for tandem termination of local traffic.

configuration if it impedes entry. One ILEC tactic already being used is to require the competing carrier to route traffic to a single access tandem (AT1 in Diagram 2), simultaneously claiming that the tandem's capacity is nearing exhaust. The competing carrier is then forced to choose between delaying the sign-up of new customers until the ILEC increases the capacity of the switch or paying for trunks to other ILEC tandems or end offices.[28] (See EO1 and AT2 in Diagram 2.) Another ILEC tactic is to require competing carriers to build out to every access tandem because they do not directly connect their own tandems (AT1 and AT2 in Diagram 2). While the ILECs route their own local traffic between end offices served by different access tandems through direct trunks (dotted line between EO2 and EO3 in Diagram 2), they refuse to make those direct trunks available to traffic originating on a competing carrier's network.[29] These tactics not only impose costs and delays on the competing carrier, but also provide less redundancy for the competing carrier's traffic if the one access tandem or a trunk feeding from that tandem were to go down.

3. Rate Levels Should Reflect Competitively-Neutral Reciprocal Compensation

[230-232] Sections 251(b)(5) and 252(d)should be interpreted as providing guidance for a

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28/ U S West is employing this tactic in both Seattle and Portland. In Seattle, MCI had to delay customer activations until U S West implemented a port augment. In Portland, U S West wants MCI to pay for transport to end offices as a result of a tandem port shortage.

29/ MCI has been required to build out its network to multiple Bell Atlantic tandems since Bell Atlantic does not directly connect its own tandems. Bell Atlantic indirectly connects its tandems by routing traffic through direct trunks between end offices served by different tandems, but does not make this type of routing available to parties requesting interconnection. This has been Bell Atlantic's longstanding regulatory position. The Maryland Public Service Commission has adopted it, and it is in Bell Atlantic's interconnection tariffs. If Bell Atlantic knew that it could not charge for transport to multiple tandems, it would handle the traffic flows more efficiently, and probably would commingle its traffic with MCI's traffic to better utilize trunks.

Section 10. Dedicated Transport

10.1 Definition: Dedicated Transport is BellSouth transmission facilities, including all technically feasible capacity-related services including, but not limited to, DS1, DS3 and OCn levels, dedicated to a particular customer or carrier, that provides telecommunications between wire centers owned by BellSouth or requesting telecommunications carriers, or between switches owned by BellSouth or requesting telecommunications carriers. **The end points of Dedicated Transport need not be wire centers or switch locations and may be at facilities of other requesting telecommunications carriers besides MCIm. BellSouth shall provide local channel-dedicated and/or interoffice transport-dedicated between MCIm and a third party carrier and BellSouth shall not require MCIm to have network equipment at the third party carrier's location. Dedicated Transport shall be provided at transmission rates specified by MCIm, including, but not limited to, DS1, DS3, OC-n, and STS-1. Nothing herein shall be construed to require BellSouth to construct facilities to provide Dedicated Transport where such facilities do not currently exist, except BellSouth shall provide the electronic equipment necessary to provide Dedicated Transport .**

* * *

10.2 BellSouth shall offer, at the rates set forth in Attachment 1, Dedicated Transport in each of the following manners:

10.2.1 As capacity on a shared facility.

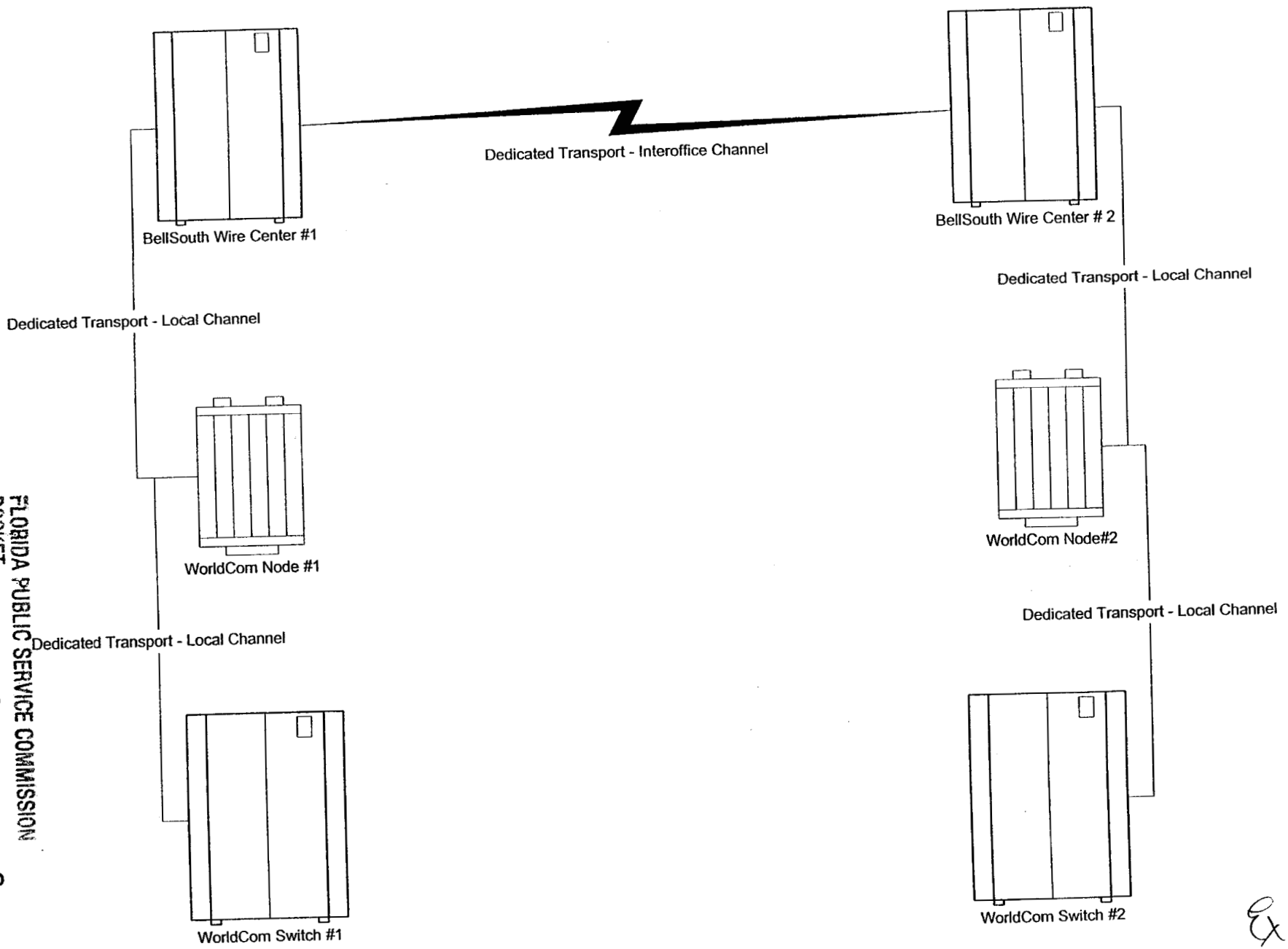
10.2.2 As a circuit (e.g., DS1, DS3, OC-n, STS-1) dedicated to MCIm; and,

10.2.3 As a dedicated SONET subsystem on an existing SONET ring. Nothing herein shall be construed to require BellSouth to construct a SONET system where such a system does not presently exist, but BellSouth shall provide the electronics necessary to provide capacity to MCIm on an existing system.

FLORIDA PUBLIC SERVICE COMMISSION
DOCKET NO. 000649-TP EXHIBIT NO. 27
CO MCI Worldcom
DATE 10-4-00

Ex 27

WorldCom Exhibit -- Dedicated Transport



FLORIDA PUBLIC SERVICE COMMISSION
DOCKET NO. 000649-TP EXHIBIT NO. 28
COMPANY/ WITNESS: Wood
DATE 10-24-02

Ex. 28

FLORIDA DOCKET NO. 000649-TP

MCI ARBITRATION

EXHIBIT DDC-1

PUBLIC VERSION

FLORIDA PUBLIC SERVICE COMMISSION
DOCKET NO. 000649-TP EXHIBIT NO. 29
COMPANY/ WITNESS: Caldwell
DATE: 10-24-00

FLORIDA DOCKET NO. 000649-TP
TABLE OF CONTENTS

SECTION 1 EXECUTIVE SUMMARY

STATEMENT OF PURPOSE
PROCESS FLOWCHARTS

SECTION 2 BELLSOUTH COST SUMMARY

SECTION 3 STUDY METHODOLOGY

TOTAL ELEMENT LONG RUN INCREMENTAL COST (TELRIC)
RECURRING COSTS
NONRECURRING COSTS

SECTION 4 DESCRIPTION OF MODELS AND PRICE CALCULATORS

1. BELLSOUTH COST CALCULATOR©
2. CAPITAL COST CALCULATOR©
3. MAIN DISTRIBUTING FRAME (MDF) MATERIAL PRICE STUDY

SECTION 5 INPUTS – DESCRIPTION OF LOADINGS AND FACTORS

1. BELLSOUTH REGION TELEPHONE PLANT INDEXES
   INVESTMENT INFLATION FACTORS
2. INPLANT LOADINGS
3. SUPPORTING STRUCTURE LOADINGS
4. LOADINGS
   - SUPPORTING EQUIPMENT AND POWER
   - LAND AND BUILDING
   - POLE AND CONDUIT
   - RIGHT-TO-USE (RTU)
5. ANNUAL COST FACTORS
   - CAPITAL COSTS FACTORS
   - PLANT SPECIFIC EXPENSE FACTORS
   - AD VALOREM AND OTHER TAXES
   - GROSS RECEIPTS TAX FACTOR
6. DISCONNECT FACTORS
7. LABOR RATES
8. SHARED AND COMMON COST FACTORS

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Capital Cost Calculator-
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DOCUMENT NUMBER-DATE
10083 AUG 17 8
FPSC-RECORDS/REPORTING

FLORIDA DOCKET NO. 000649-TP
TABLE OF CONTENTS

SECTION 6 UNBUNDLED NETWORK ELEMENT STUDIES

INTRODUCTION
LIST OF COST ELEMENTS
NARRATIVES
- ELEMENT DESCRIPTION
- STUDY TECHNIQUE
- SPECIFIC STUDY ASSUMPTIONS

APPENDIX A **CAPITAL COST CALCULATOR**
MODEL DESCRIPTION
ILLUSTRATIVE EXAMPLE OF CAPITAL COST CALCULATOR CALCULATIONS

APPENDIX B **LOADINGS, FACTORS AND LABOR RATES** (electronic only)
CAPITAL COST CALCULATOR MODEL CALCULATIONS
SHARED AND COMMON COST SUPPORTING DOCUMENTS
- DESCRIPTION OF OPERATING EXPENSE PROJECTION CALCULATION
- SUPPORTING MICROSOFT EXCEL WORKSHEETS

BELLSOUTH REGION TELEPHONE PLANT INDEXES AND INVESTMENT INFLATION FACTORS
FACTORS AND LOADINGS – INPLANT; PLUG-IN, HARDWIRED; SUPPORTING EQUIPMENT AND POWER; PLANT SPECIFIC; LAND AND BUILDING; POLE AND CONDUIT; RTU FEE
AD VALOREM AND OTHER TAXES
STATE AND FEDERAL INCOME TAXES
LABOR RATES

APPENDIX C **COMPACT DISK**
APPLICATION REQUIREMENTS AND LOADING INSTRUCTIONS
ELECTRONIC COPIES OF FILING, MODELS, SPREADSHEETS AND INSTRUCTIONS (PROPRIETARY AND NONPROPRIETARY)

APPENDIX D **BELLSOUTH COST CALCULATOR OUTPUT REPORTS**

FLORIDA DOCKET NO. 000649-TP
TABLE OF CONTENTS

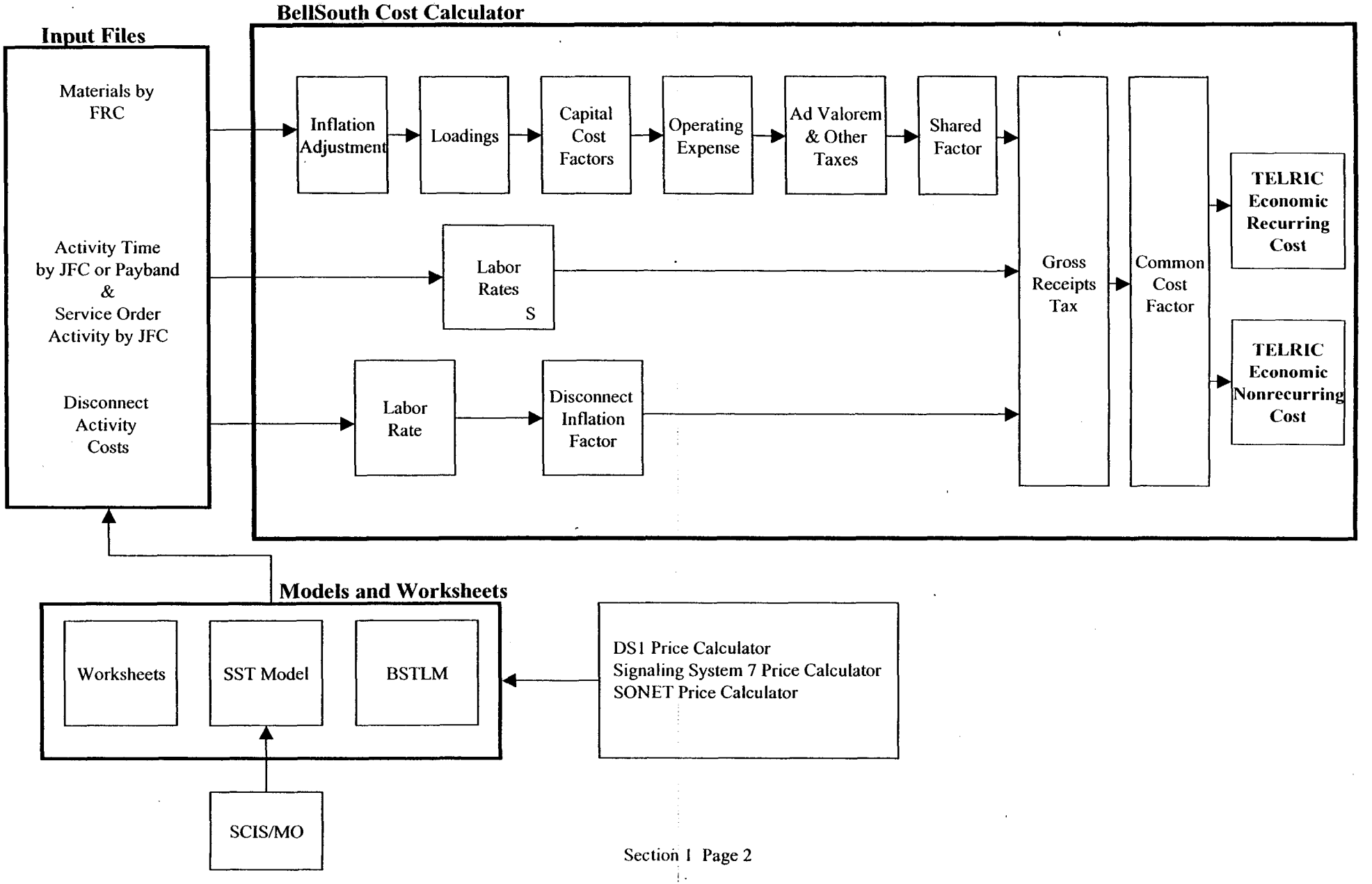
APPENDIX E UNBUNDLED NETWORK ELEMENT WORKPAPERS

FLORIDA DOCKET NO. 000649-TP
SECTION 1
EXECUTIVE SUMMARY

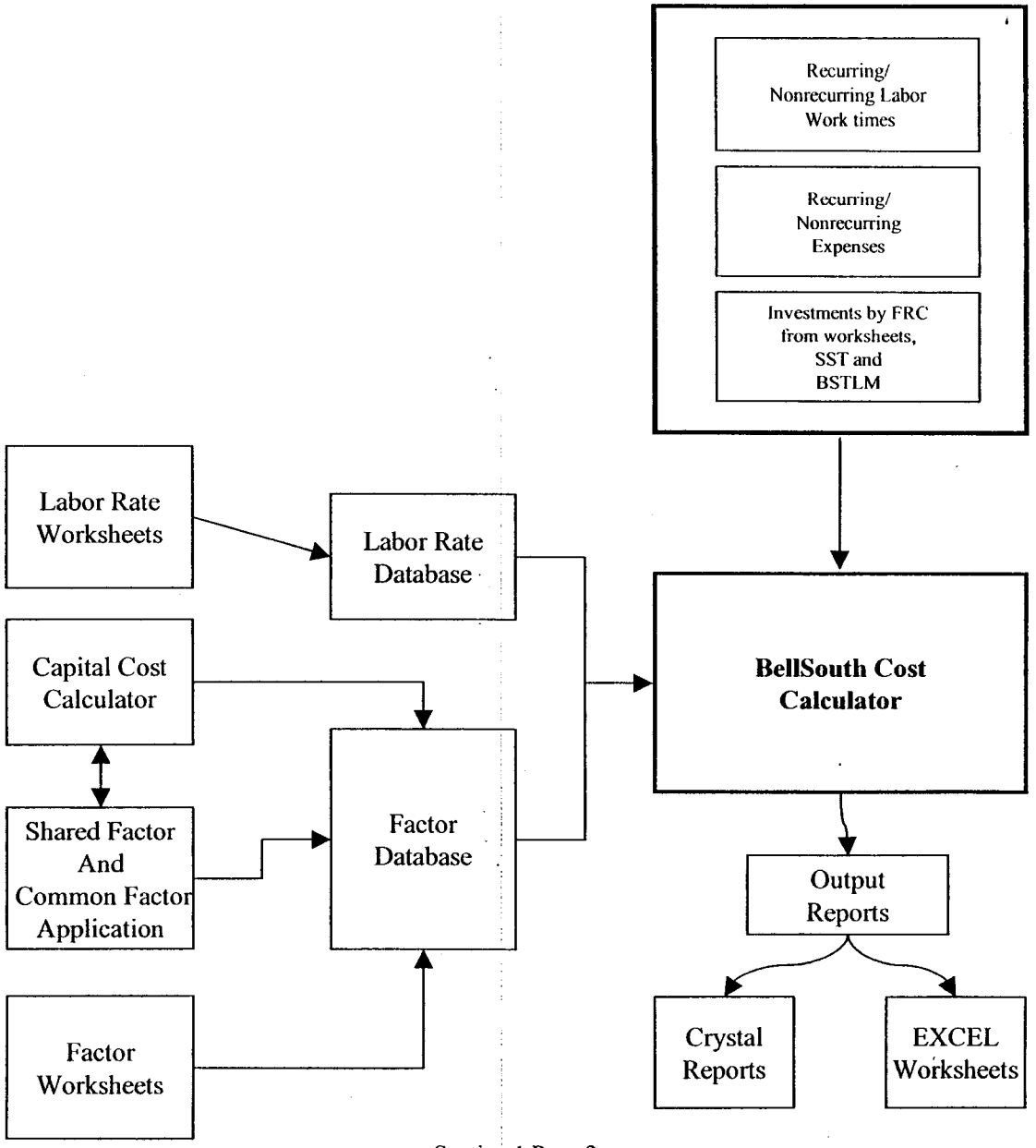
STATEMENT OF PURPOSE

BellSouth Telecommunications, Inc. (BellSouth) is including in this filing a total element long run incremental cost study (TELRIC) for line sharing unbundled network elements (UNE). The economic costs presented in this docket reflect a 2000-2002 study period. This study is consistent with cost methodology, inputs and other factors used in Docket 990649-TP. The study complies with the Commission's directives with respect to cost development.

TELRIC Calculation



BELLSOUTH COST CALCULATOR WORKFLOW PROCESS



FLORIDA DOCKET NO. 000649-TP
SECTION 2
BELLSOUTH COST SUMMARY

BellSouth Cost Calculator 2.4 - Element Summary Report

Study Name: MCI Arbitration
State: Florida
Scenario: Line Sharing J.4.1 - J.4.4
Study Type: TELRIC

Cost Element	Description	Recurring	Non Recurring	Non-Recurring First	Non-Recurring Additional	Non-Recurring Initial	Non-Recurring Subseque
J.0	OTHER						
J.4	LINE SHARING SPLITTER - DATA						
J.4.1	Line Sharing Splitter, per System 96 Line Capacity in the Central Office (LSOD)	$201.46		$347.67			
J.4.1	Line Sharing Splitter, per System 96 Line Capacity in the Central Office (LSOD) - Disconnect Only			$330.40			
J.4.2	Line Sharing Splitter, per System 24 Line Capacity in the Central Office (LSOD)	$50.37		$347.67			
J.4.2	Line Sharing Splitter, per System 24 Line Capacity in the Central Office (LSOD) - Disconnect Only			$330.40			
J.4.3	Line Sharing Splitter - per Line Activation in the Central Office (LSOD)	$7.71		$37.02	$21.20		
J.4.3	Line Sharing Splitter - per Line Activation in the Central Office (LSOD) - Disconnect Only			$19.56	$9.60		
J.4.4	Line Sharing Splitter - per Subsequent Activity per Line Rearrangement (LSR)			$32.78	$16.38		

FLORIDA DOCKET NO. 000649-TP
SECTION 3
STUDY METHODOLOGY

TOTAL ELEMENT LONG RUN INCREMENTAL COST (TELRIC)

BellSouth's cost studies are compliant with the FCC's TELRIC standards. Thus, they are consistent with the FCC's costing methodology as set forth in FCC Rule 51.505. Pursuant to the FCC's rules, such costs must be developed using an efficient network configuration that uses the existing location of the Incumbent Local Exchange Carrier's (ILEC's) wire centers. Further, the costs should be developed using a forward-looking cost of capital and economic depreciation rates, and a reasonable allocation of forward-looking common costs is appropriate. The forward-looking economic costs may not include embedded costs, retail costs, opportunity costs or revenues to subsidize other services.

The FCC's UNE Remand Order did not adjust the TELRIC cost methodology. However, on July 18, 2000, the United States Court of Appeals for the Eighth Circuit issued its opinion striking down the FCC's TELRIC pricing rules. The Court held that unbundled network element (UNE) costs should be determined using forward-looking costs of the Incumbent Local Exchange Company's (ILEC's) existing network rather than on the costs of a hypothetical network of an imaginary carrier. Specifically, the Eighth Circuit's ruling, once it becomes effective, vacates FCC Rule 51.505(b) and remands the matter to the FCC.

BellSouth has not fully evaluated the impacts of this decision on the costs of UNEs. Therefore, no changes to the TELRIC methodology used in this filing have been made. The costs filed in this package are forward-looking but are conservative (low) based on the Eight Circuit's opinion.

There are two generic types of costs that have been studied: recurring and nonrecurring.

RECURRING COSTS

The monthly costs resulting from capital investments deployed to provision network elements are called recurring costs. Recurring costs include capital and operating costs. Capital costs include depreciation, cost of money and income tax. Operating costs include the expenses for maintenance, ad valorem and other taxes and represent ongoing costs associated with upkeep of the initial capital investment. Gross receipts tax (which includes municipal license taxes and PSC fees) is added.

The first step in developing recurring TELRIC studies is to determine the forward-looking network architecture that, when deployed, represents the most efficient design to provision the network element. The material prices for the equipment and their respective capacities necessary to implement the forward-looking design are gathered. Next, account specific Telephone Plant Indexes (TPIs) are applied, when

necessary, to trend material prices to the base study period. Telecommunications equipment and plant placements are typically "lumpy". Thus, utilization (or fill) factors are applied to the material prices to reflect BellSouth's forward-looking actual utilization of the plant. Also, when multiple vendors are used, it is necessary to determine the average material price for a typical element based on the probability of occurrence. Inflation Factors, by plant account code, are then applied to the material prices to trend the base-year material price to levelized amounts that are valid for a three-year planning period. In order to convert the material prices to installed investments, account specific inplant loadings are applied to the material prices. The inplant loadings include engineering and installation labor (potentially both BellSouth and vendor), exempt material and sales taxes.

Supporting equipment and power loadings are added, as appropriate, to specific investment accounts. Next, support structure investments for land, building, poles and conduit are developed. These support structure investments are identified by their relationship to the respective item of plant being supported. For example, applying a pole-loading factor to the aerial cable investment develops the pole investment. An accounting change, effective 1999, reclassified Right-To-Use (RTU) fees from expense to capital. In order to reflect the capitalized RTU fees (560C) associated with central office investments (377C), BellSouth also developed a RTU fee loading factor.

Annual Cost Factors are used to calculate the direct cost of capital, plant specific expenses and taxes. Account specific factors for each Uniform System of Accounts – Field Reporting Code (USOA-FRC) are applied to the installed investment by account code, yielding an annual cost per account code. Account specific shared cost factors are applied then the gross receipts tax factor is applied to produce forward-looking TELRIC costs. The common cost allocation factor is then applied. The result is the economic cost.

The generic steps for developing recurring cost can be summarized as shown below. However, the unique technical characteristics and physical makeup of each cost element must be taken into consideration.

Step 1: Determine the forward looking, efficient network designs (architectures) which will be used in deployment of the network element.

Step 2: Determine current material prices for the items of plant used in each design. Material prices are obtained from BellSouth contracts with various vendors and thus, reflect the current discounts.

Step 3: Apply material Telephone Plant Indexes (TPIs) as appropriate to determine the base year material prices. Material TPIs estimate the changes in material prices over time.

Step 4: Adjust the material prices for utilization to account for spare capacity using a reasonable projection of actual total usage.

Step 5: Weight the material prices, as appropriate, to determine the average material price for a typical element by USOA-FRC, i.e., plant account.

Step 6: Apply material inflation factors to the material prices to convert the utilized base year material prices to material prices representative of a three year planning period.

Step 7: Apply inplant loadings to the inflated material prices to convert the material prices to an installed investment, which includes the cost of material, engineering labor and installation labor.

Step 8: Apply support loadings to the investments to determine investments for support equipment and power, RTU fees, land, buildings, poles and conduit as appropriate.

Step 9: Convert the investments by FRC to annual costs by applying account specific TELRIC annual cost factors to the various investments. The annual cost factors calculate the capital costs (depreciation, cost of money, and income tax) and operating expenses (plant specific expense, ad valorem taxes, and other taxes). Add the annual costs for the various FRCs. Next divide by 12 to determine the direct monthly cost. (Not all elements are expressed on a monthly basis. For example, elements charged on a per minute of use basis are not divided by 12.)

Step 10: Apply the shared cost (account specific) factors. Then apply the gross receipts tax factor. The result is TELRIC.

Step 11: Apply the common cost allocation factor to determine economic costs.

NONRECURRING COSTS

Nonrecurring costs are one-time expenses associated with provisioning, installing and disconnecting an unbundled network element or a combination. These costs potentially include five major categories of activity: service inquiry, service order processing, engineering, connect and test, and technician travel time. Examples of the work activities in each of these categories are:

Service Inquiry – Review network facilities for availability

Service Order Processing - Prepare and issue service orders

Engineering - Assign cable and pair; design circuit; order plug-in; perform translations in the switch

Connect and Test - Install circuit; test circuit; disconnect

Technician Travel Time - Travel to the customer's premises

The first step in developing nonrecurring costs is to determine the cost structure, i.e., determine if the costs occur only once, on a first and additional basis, or on an initial and subsequent basis. Individuals familiar with the provisioning process associated with each unbundled network element or combination describe the tasks required to handle a service request from a CLEC. In other words, they determine the workflow. Then, subject matter experts identify the amount of time required to perform the tasks and also determine the probability that the activity will occur. Nonrecurring costs are developed by multiplying the work time for each work function by the labor rate for the work group performing the function.

Utilizing work functions, work times, and labor rates, disconnect costs are calculated in the same manner as the installation costs.

The generic steps for developing nonrecurring costs are summarized in the following steps:

Step 1: Determine the cost structure.

Step 2: Define the work functions.

Step 3: Establish work flows.

Step 4: Determine work times for each work function.

Step 5: Develop labor costs for each work function (labor rate x work time).

Step 6: Accumulate work function costs to determine the total nonrecurring costs for each cost element. Add gross receipts tax. The result is TELRIC.

Step 7: Apply the Common Cost Allocation factor to determine the economic costs.

FLORIDA DOCKET NO. 000649-TP
SECTION 4
DESCRIPTION OF MODELS AND PRICE CALCULATORS

1. BellSouth Cost Calculator

The BellSouth Cost Calculator, a model developed by BellSouth, produces long run incremental cost studies. The model was designed to accept variable inputs that are applied according to a user-controlled matrix. The BellSouth Cost Calculator© was used to produce the TELRIC studies included in this filing.

The BellSouth Cost Calculator is a Microsoft Visual Basic application that is used to create cost study scenarios that are stored in a Microsoft Access database. The BellSouth Cost Calculator allows users to access and modify these scenarios to create new scenarios. Each scenario contains all the data necessary to produce a cost study.

The BellSouth Cost Calculator takes information from the default data sources or from the user-modified sources and stores them in tables within the scenario database. Investments are stored by Field Reporting Code (FRC), Sub Field Reporting Code (Sub-FRC), and cost element number. The sub-FRC is used by the BellSouth Cost Calculator to determine the appropriate application of factors and loadings. The factors and loadings are applied based on a "Factor Application" matrix. This matrix can be viewed or printed from the BellSouth Cost Calculator under the "Inputs – Factor Application" menu item. Factors and loadings are stored by FRC.

Recurring and nonrecurring work times are stored by function and Job Function Code (JFC) or Job Grade. Other recurring and nonrecurring expenses are stored by description and cost element number. Lastly, labor rates are stored by JFC or Job Grade. The output reports are by default created in a Crystal Report format that can be viewed or printed, however, the user can also export any report to an Excel file.

BellSouth Cost Calculator Recurring Cost Development

Investment Development (Excluding Land, Building, Pole, & Conduit)
Volume sensitive and volume insensitive material prices by FRC and sub-FRC are converted to investments by applying inflation factors, inplant loadings and supporting equipment and/or power loadings, if applicable. As stated previously, the application of these factors/loadings is driven by a "Factor Application" matrix. If the factor/loading is not applicable to the FRC and sub-FRC, the material price is multiplied by the default value of one. All calculations are detailed above each column on the output sheets.

Land, Building, Pole, & Conduit Investment Development
Investments from the Investment Development process flow into the Land, Building, Pole, and Conduit module. This module applies land, building, pole, and conduit loadings to the investments. If land, building, pole, and conduit investments are directly calculated in the Investment Development process, they are multiplied by a factor of one. If one or all of these factors do not apply to an FRC, excluding land, building, pole, and conduit FRCs, the factor defaults to zero. The results are then summed and passed to the Recurring Cost Development process. All calculations are detailed above each column on the output sheets.

Network Switch RTU Fees (560C)
If the study identifies a 377C switching investment associated with an end office or tandem switch, the 560C factor is utilized to develop the software RTU investment. The Simplified Switching Tool (SST) computes switch RTU fees by applying the RTU fee loading factor (FRC 560C) to the primary switch (377C) investment. SST provides the 377C and 560C investments separately for input to the Recurring Cost Development process.

Recurring Cost Development
The investments from the Investment Development and the Land, Building, Pole, and Conduit Investment Development modules are summed to the FRC level and flow into the Recurring Cost Development module. This process applies depreciation, cost of money (COM), income tax, plant specific, and ad valorem tax factors to the investments. If a factor does not apply, the default is zero. These results are then summed to produce direct cost. All calculations are detailed above each cell. The shared cost factor is applied to the investments to produce shared cost and then added to direct cost to produce TELRIC. If the input investments are annual investments, the outputs are divided by twelve to produce monthly costs. The results then flow to the Recurring Economic Cost Development process.

Recurring Labor Expense Development
Recurring labor work times associated with a work function and a JFC or Job Grade are multiplied by the appropriate labor rates, determined by the JFC or Job Grade, to produce the expenses. These expenses flow to the summary process, i.e., the Recurring Cost Development process. All calculations are detailed above each cell.

Recurring Economic Cost Development
Recurring costs from the volume sensitive and volume insensitive recurring cost development processes, recurring direct expenses from the recurring Labor Expense Development process, and other expenses from the input sheet "Additives" flow to the Recurring Economic Cost Development process. All costs

and expenses are summed to a total cost. This cost is then multiplied by Gross Receipts Tax and Common Cost factors to obtain the volume sensitive and volume insensitive recurring costs. These two costs are summed to produce economic costs.

All, some, or none of the previously described recurring cost development sheets will be included with a cost element, depending on their applicability.

BellSouth Cost Calculator Nonrecurring Cost Development

Nonrecurring Cost Development
Installation and disconnect work times, by work function and JFC or Job Grade, are brought from the input sheet, Nonrecurring Labor, to the nonrecurring cost development process. The nonrecurring cost development process produces three different types of nonrecurring cost structures. The first structure is for a single nonrecurring cost, the second is for costs that are first and additional, and the third is for costs that are initial and subsequent. Only one of these three structures is developed for a cost element. The cost development methodology is the same for all three structures.

The BellSouth Cost Calculator calculates the disconnect factor, used to develop the present value of a labor cost that will take place in the future. The calculator develops this factor by first locating the factor associated with the study midpoint date in the working database. The end-point date is then determined by adding the cost element life, in months, to the midpoint date. The factor associated with this date is then divided by the midpoint factor. If there is no cost element life indicated (i.e., value equals zero), the disconnect factor is one. If the disconnect cost is to be collected at the time of disconnect, a future value is calculated and the disconnect cost is not converted to a present value.

To develop the nonrecurring cost, the appropriate labor rate for the JFC or Job Grade is applied to the installation and disconnect work times for each function to produce the install cost and the disconnect cost. The disconnect cost also has the disconnect factor applied. The costs then flow to the appropriate summary process. All calculations are detailed above each cell.

Nonrecurring Economic Cost Development
The nonrecurring installation and disconnect costs from the Nonrecurring Cost Development process, and other expenses from the input sheet "Additives" are brought to the installation cost development and the disconnect cost development processes where costs and expenses are summed to a total cost. These costs are then multiplied by Gross Receipts Tax and Common Cost

factors to produce the nonrecurring economic costs for installation and disconnect.

The previously described nonrecurring cost development reports will not be included with a cost element for which nonrecurring costs are not applicable.

2. Capital Cost Calculator

The Capital Cost Calculator calculates the three annual capital cost factors - depreciation, cost of money and income tax for each class of physical plant. Depreciation (book) is a function of the Gompertz-Makeham survival curve for the respective classes of plant, and is defined in the calculator by the c, G and S parameters. Cost of Money is the return on investment needed to satisfy both the debt and equity investors in the enterprise. Income tax calculations are a function of the return on equity (that portion of the Cost of Money not directed toward debt retirement) and debt service requirements.

User adjustable inputs to the calculator include financial data, tax data, tax depreciation information, and book depreciation data. The calculator also allows the user to input the Gompertz-Makeham curve shapes, the lives, and the future net salvage (FNS) of each plant account.

Survival data for each class of plant is based on the Gompertz-Makeham survival curve defined by the c, G, and S parameters describing the attrition of plant over it's useful life. The curve is adjusted to match the respective economic lives. The G-M survival curves are the standard approach used in the telecom industry and approved by most state and federal regulatory bodies. While the curve represents the pattern of retirements, the area under the curve represents the average life of the plant. Thus, as the user adjusts the average life, the area under the curve must also be adjusted to match the input average life.

The calculator contains survival data for both beginning of year (BOY) convention and end of year (EOY) convention. Yearly retirements are obtained by subtracting current year survival proportions from previous year survival proportions.

In calculating annual depreciation amounts, the Calculator methodology uses the standard Midyear Equal Life Group (ELG) approach. Since midyear convention is used, the first year values recognize that capital is only on the books for ½ of a year.

Average Capital per year is used as the basis against which Cost of Money calculations are made. Beginning of Year Capital and End of Year Capital are averaged together to develop the Average Capital per year.

The EOY capital balance is calculated as:

(BOY Capital) - (Book Depreciation) - (Deferred Tax)

This balance recognizes the deferred tax balance that is available to the company from "normalizing" its deferred taxes. However, this balance is assumed to have a 0% rate of return (therefore, it can be removed from the capital amount the company has invested).

Annual Deferred Tax is calculated as:

(Tax Deprecation) - (Book Depreciation) * (Combined Income Tax Rate)

Data inputs for income tax data calculations include a MACRS (Modified Accelerated Cost Recovery System) table. This table provides the yearly tax depreciation rates for each Recovery Class as specified by MACRS tax depreciation rules.

Grossed-up Income Tax is calculated as:

(Return on Equity * Combined Income Tax Rate) /
(1 - the Combined Income Tax Rate).

This formula recognizes that most states do not allow Federal Income Taxes to be deducted from income.

Tax depreciation is included in Federal Income Tax calculations and serves to reduce the effective tax on the Return on Equity portion of Cost of Money.

When the initial operations of the Calculator are completed, the total capital cost factors for each year that plant survives is determined. In order to develop a set of levelized annual cost factors, two steps are necessary. First, the net present value (NPV) of the annual factor streams is calculated using a discount rate equal to the Cost of Money. Second, the NPV is spread over the economic life of the plant account using a midyear convention to arrive at a set of levelized annual cost factors for book depreciation, cost of money, and combined income taxes. A detailed description of the model and the associated EXCEL spreadsheet is included in Appendix A.

3. Main Distributing Frame Material Price Study

The Main Distributing Frame and associated equipment are the backbone for equipment mounts in the Central Office (C.O.). Vendor equipment (Lucent, Nortel, etc.) interfaces with the MDF in order to connect a subscriber to a line, a trunk, or a carrier.

The MDF fundamental study assumes the basic configuration is a metal frame, measuring eleven feet by six feet, with mounting blocks running vertically and horizontally. Each analog line requires one MDF and protector termination. Digital lines interface with the switch via T-1 links, with each line requiring two MDF and protector terminations. The MDF fundamental study develops MDF material prices for the following local loops:

2-wire or 4-wire copper, nonswitched
2-wire or 4-wire copper, switched
2-wire or 4-wire fiber, nonswitched (Universal DLC)
2-wire or 4-wire fiber, switched (integrated DLC)
ISDN
4-wire DS1 Digital copper, nonswitched
4-wire DS1 Digital copper, switched
2-wire or 4-wire Analog Line Port
Copper Loop/Port Combination

MDF Utilized Material Price Study Assumptions:

1. The forward-looking MDF configuration is 11' - 6" double-sided conventional framework.

2. Connectors (310 and 410 types) and Connecting Blocks (89 type) will be ordered through the BellSouth Turf Vendor Central Office Ordering Process.

3. Protectors and Continuity Plugs will be ordered through GTE Supply.

4. Projected Actual Fill for all MDF associated equipment, except for protectors and continuity plugs, is 85%. Projected actual fill for protectors and continuity plugs is 100%.

5. All loops entering the Central Office on copper facilities terminate at the MDF for protection and cross connection to other equipment.

6. Nonswitched UNE loops entering the Central Office on fiber optic facilities (Universal DLC) will have a nonprotected termination at the MDF for testing and cross connection to other equipment.

7. MDF costs will be developed on a "per-pair terminated" basis. Loops are terminated in connectors/protectors on the vertical side of the MDF. Office equipment, such as, the switch or connections to interoffice facilities, is terminated at connecting blocks on the horizontal side of the MDF.

8. The MDF framework, connecting block, tie-cable, cable rack and associated equipment to connect the CLEC space to the MDF is provided in the Collocation UNE elements.

9. The cost of all necessary mounting brackets and other miscellaneous hardware is included in the material cost of the appropriate item, e.g., framework, connector, etc.

10. The average stub length for 310-type connectors terminating copper loops is 100 feet. The 410-type connector associated with fiber loops has no stub.

11. The cable between the MDF and the C.O. switch and the terminal block to terminate this cable at the MDF is included in the Line Port cost.

12. All costs associated with running the cross connect jumper(s) between Connectors and Connecting Blocks are included in the work activities associated with provisioning a UNE and are recovered as nonrecurring costs.

An electronic copy of this Price Calculator is included, in Section 4 under the documentation sub-directory on the CD furnished as Appendix C.

FLORIDA DOCKET NO. 000649-TP
SECTION 5
INPUTS – DESCRIPTION OF LOADINGS AND FACTORS

BELLSOUTH REGION TELEPHONE PLANT INDEXES

The BellSouth Region Telephone Plant Indices (TPIs) are used in cost studies to estimate the change in the material price and/or installed investment from one year to a future year. The TPIs are price indices that measure the relative changes in the prices BellSouth pays for the construction of telephone plant between specific periods of time. A TPI is an average of prices, or of price relatives at specific points or periods of time, constructed for a specific purpose. It should also be noted that TPI forecasts are forecasts of price changes of equipment that is being installed. They are not intended to be forecasts of technology changes or productivity improvements.

Joel Popkin and Company, as BellSouth consultants, assists BellSouth's Network Department with the development of the TPIs. In general, the methodology uses econometric techniques to establish a mathematical relationship between the historical movement in each of the labor and materials components that make up the TPIs and the historical movement in the explanatory variables. The explanatory variables are usually aggregate measures of the U.S. economy, such as price deflators from the national income and product accounts, the U.S. union wage rate, copper prices and other macroeconomic variables. What these econometric techniques provide is a systematic, quantifiable statement of what has happened in the past. Use of those relationships implicitly makes the assumption that history will more or less repeat itself. It is important to re-estimate the relationships as new index values are added each year.

A summary of Labor TPIs and TPIs by account is included in Appendix F.

INVESTMENT INFLATION FACTORS

Over the life of an investment, inflation causes fluctuations in the forward-looking investment amount. Thus, the investment amount should be levelized over the time period in which the study results will be used. Investment inflation factors by account are used to trend plant investment in base year dollars to a levelized amount that is valid for a three to five year period. The investment inflation factors are the cumulative average of three years' projected inflation rates from the BellSouth Region TPIs. When the base year investment is multiplied by the investment inflation loading, the result is a forward-looking investment representative for a three to five year period.

A worksheet showing the development of the levelized Investment Inflation Factors used in these studies is included in Appendix B.

FLORIDA DOCKET NO. 000649-TP
SECTION 5
INPUTS – DESCRIPTION OF LOADINGS AND FACTORS

IN-PLANT LOADING FACTORS

The In-Plant Loading factors add engineering and installation labor and miscellaneous equipment to the material price and/or vendor installed price, that is, the In-Plant Loading converts the material price to an installed investment. The installed investment is the dollar amount that is recorded in the capital accounts. In-Plant loadings are account specific. There are two types of in-plant loadings used in these studies: 1) Material Loading, 2) Telco Loading. The Material Loading is applied to a material price and the Telco Loading to the vendor-installed investment. The data sources are the 1998 State and Local Sales Taxes, Resource Tracking Analysis and Planning (RTAP) System, and Special Report/File 542 - 1998 Investments.

A summary of the In-Plant Loading factors used in these studies and worksheets showing their development are included in Appendix B.

SUPPORTING EQUIPMENT AND POWER LOADING FACTORS

Supporting Equipment and Power Loading factors are used to calculate the incremental investment for such items as power equipment (rectifiers, power supplies, batteries, some fuse panels and emergency power generators), distributing frames, ladders, tools, alarms and test sets, required to support an additional dollar of central office (CO) investment. The Supporting Equipment and Power Loadings are developed from investment data obtained from a 1998 Central Office Monthly Allocation Process (COMAP) extract of power and supporting equipment.

A summary worksheet showing the development of Supporting Equipment and Power Loadings is included in Appendix B.

LAND AND BUILDING LOADINGS

Land and Building Loadings are translators used to determine the amount of investment in land and building associated with central office investment. Ratios are developed between land investments and central office equipment investments and between building (central office) investments and central office equipment investments.

In order to develop these ratios, regulated investment dollars are taken from extracts from BellSouth financial systems for the years ending 1997 and 1998.

The EOY investments are averaged to develop an average investment level for 1998. The projected view of 1999 through 2002, from Network, is based on plant additions less retirements and is added to the 1998 EOY investment levels. Current Cost Factors are applied to average 1998 investment levels only. Projected net additions for 1999 through 2002 are added to represent the current forward looking period (2000 – 2002).

The 2000 through 2002 land and building projected investments are added, multiplied by the percent of land and building associated with central office equipment, and each is respectively divided by the three years of total central office equipment to derive the loading factors.

Worksheets showing the development of Land and Building Loading factors used in these studies are included in Appendix B.

POLE AND CONDUIT LOADINGS

Pole and conduit loadings are translators used to determine the amount of investment in poles and conduit associated with aerial and underground cable investment.

The pole loading is developed by comparing the investment in poles to the investment in aerial cable. A ratio is then developed that allows each dollar of aerial cable investment to include a fraction of the pole investment. The conduit loading is developed by comparing the investment in conduit to the investment in underground cable. A ratio is then developed that allows each dollar of underground cable investment to include a fraction of the conduit investment.

The regulated investment dollars used in developing these factors are taken from extracts from BellSouth financial systems for the years ending 1997 and 1998. The projected view of 1999 through 2002 received from Network is based on plant additions less retirements and is added to the 1998 EOY investment levels. Current Cost Factors are applied to 1998 average investment levels only. Projected net additions for 1999 through 2002 are added to represent the current forward looking period. The pole loading is developed by dividing three years cumulative pole investment by three years cumulative aerial cable investment. The conduit loading is developed by dividing three years cumulative conduit investment by three years cumulative underground cable investment.

A worksheet showing the Pole and Conduit Loadings development is included in Appendix B.

RTU FEE LOADING FACTOR (560C)

This investment loading factor computes the RTU fee investment for Central Office switching equipment (Field Reporting Code 377C). The RTU fee is classified as Account Code 2690 - 560C Intangible Software RTU Investment - Network Switching.

The loading factor represents the ratio of RTU fee capitalized investment to switch investment over the study period. The general procedure for developing the loading factor is as follows:

1. Determine from Company budget forecasts the expected dollar amount for network additions in 377C plant over the study period (2000-2002).

2. Determine from Company budget forecasts the expected dollar amount for network additions in 560C software over the study period (2000-2002).

3. Divide (2) by (1) to compute the RTU fee loading factor.

The RTU loading factor is applied to 377C material, when required, to determine the associated the capitalized RTU 560C material amount. This 560C material is then included as input into the BellSouth Cost Calculator.

A worksheet showing the RTU Fee Loading factor development is included in Appendix B.

ANNUAL COST FACTORS

GENERAL

Annual cost factors are translators used to determine the amount of recurring cost for one year associated with acquiring and using a particular investment. Annual cost factors were developed for each category of plant investment. When the dollar amount for a particular investment is multiplied by the annual cost factor for that particular category of plant investment, the product reflects the annual recurring cost incurred by BellSouth with respect to that particular investment. There are basically two types of cost associated with investment: capital-related costs and operating-related costs.

The initial purchase price of plant equipment and any installation costs are paid with a combination of investor supplied funds and retained earnings. The

investors who provide the "loan" may be either bondholders or stockholders. The plant placed must be able to generate enough revenues to cover capital costs associated with its placement and usage. Capital-related costs consist of three major categories: depreciation, cost of money, and income tax. The capital-related cost factors are developed using a PC based spreadsheet, the Capital Cost Calculator, which uses various financial data and plant investment characteristics to compute the annual capital costs by category of plant.

Plant investments must also be maintained to provide for continuing operations. Ordinary repairs and maintenance, as well as rearrangements and changes, are necessary costs for all categories of plant (except land) in order to provide proper service. These maintenance costs, as well as ad valorem taxes and other taxes must be covered by the revenues received from the use of the asset. The operating-related cost factors are developed using various spreadsheets, which basically compute the annual operating-related costs by category of plant, and divide that amount by the investment in that category of plant.

CAPITAL-RELATED COSTS

DEPRECIATION (book) - the allocation of the initial plant investment over the years of service provided by the plant. Depreciation is determined by analysis of survivor curve data. Survivor curves represent the survival pattern of plant investment. Specifically, for any year, depreciation is defined as the difference in the plant surviving at the beginning of the year less the amount of that same plant surviving at the end of the year. Survivor curve shapes for different classes of plant are determined by the respective Gompertz-Makeham c, G, and S parameters.

COST OF MONEY - the annual cost to the firm of the debt and equity on capital invested in the business. This annual cost is determined in the financial market as it represents the investors' expected return on their investment.

INCOME TAX - the composite of income taxes paid to the Federal and State governments based on the taxable net income of the company.

OPERATING-RELATED COSTS

PLANT SPECIFIC EXPENSE - the expense required to keep existing telephone plant, circuits, and service up to standards, as well as rents paid for facilities. This includes trouble clearing, rearrangements, and replacing defective elements.

AD VALOREM AND OTHER TAX - taxes levied by city and county governments based on the assessed value of property. This includes property taxes, capital stock taxes, and other taxes.

FACTOR DEVELOPMENT - CAPITAL COST

Depreciation is the allocation of the initial plant investment over the years of service provided by the plant. The method employed in these studies employs survivor curves as defined by the Gompertz-Makeham c, G, S parameters. The general form of the survivor curves, in log form, is:

$$P_x = P_0 + xS + G\left[\left(c^x\right) - 1\right],$$

where:

P_x = Proportion surviving at age x,

P_0 = Proportion surviving at age zero, and

x = Age.

The curve shape parameters describe a particular curve shape, along with an associated life. In practice, the parameters are determined by actuarial-type studies of classes of telephone plant.

The curves for specific classes of plant are rendered as tables of proportions surviving versus years in service. Depreciation ratios for specific years of service are determined by subtracting proportions surviving at the beginning and end of the years in question. Where the half-year convention is employed, proportions surviving may be expressed at intervals such as 0.5, 1.5, 2.5,etc. years.

Cost of Money is the amount of money that must be paid to investors for the use of investor-supplied funds. This amount to be paid investors is the annual cost to the company of the debt and equity capital invested in the company. Cost of money is determined in part by the financial market and, as it represents the investors' expected return on their investment, may differ considerably from the actual earnings a company generates. The overall cost of money rate provided by BellSouth Treasury depends on the cost of equity financing, the cost of debt financing, and the debt to equity ratio of the capital structure of the company. The overall cost of money rate is equivalent to the rate of return currently authorized by the Federal Communications Commission (FCC) and the rate of return referred to by the FCC in its First Report and Order, CC Docket 96-98.

Income tax expense is the federal and state taxes levied on "taxable income." For income tax purposes, what is considered gross income and what expenses are deductible are defined by laws and codes. The income tax factor is developed to reflect the income tax in two situations: 1) payment of dividends to

stockholders, which are neither tax deductions nor accounting expenses; and 2) and the existence of a tax-timing difference between book depreciation and tax depreciation. While interest to bondholders is book expense and deductible for income tax purposes, the federal government and most state governments levy a tax on the revenues, which are earned to compensate stockholders for the use of their money. A company must pay income taxes on the equity portion of return, but the debt portion is tax exempt. The timing differences for depreciation are the result of both different depreciable lives and different depreciation methods. In addition, the basis for tax depreciation may be different from the basis for accounting depreciation.

FACTOR DEVELOPMENT - OPERATING RELATED

PLANT SPECIFIC EXPENSE

The plant specific expense factor, which includes the cost of material used and direct labor, is a ratio that reflects the relationship between the expenses for plant category and the respective investment. The factor also includes maintenance-type expenses for existing plant that cannot be directly assigned to a given plant category, such as, transmission power. Certain expenses, such as service order activity, have been excluded from the appropriate categories. These costs are excluded because: 1) they should be separately identified for each service, or 2) they should be included in nonrecurring cost studies. The maintenance expenses incorporated in the Plant Specific Expense Factors include those associated with the following types of operations:

1. Inspecting and reporting on the condition of plant investment to determine the need for repairs, replacements, rearrangements and changes

2. Performing routine work to prevent trouble

3. Replacing items of plant other than retirement units

4. Rearranging and changing the location of plant not retired

5. Repairing material for reuse

6. Restoring the condition of plant damaged by storms, floods, fire and other casualties (other than the cost of replacing retirement units)

7. Inspecting after repairs have been made

8. Salaries, wages and expense associated with plant craft and work reporting engineers, as well as their immediate supervision and office support.

The plant specific expense factors are based on three years of projected expense and investment data. The 1998 expenses used in the study were pulled from the Cost Separations System (CSS). Rent expense is excluded from building expense; net rent (rent revenue less rent expense) is included in pole and conduit expenses. Projected view data was obtained from the Finance Regulatory Accounting Group for the 1999 through 2000 expenses and spread based on actual expenses. Service order-related expenses were excluded from the study because such expenses are recovered in a direct manner rather than through the use of a factor. The 2000 through 2002 projected expense amounts are added together and averaged to represent the average annual expenses for the projected period.

The investment dollars are derived from actual EOY 1997 and 1998 levels plus 1999 through 2002 projected net additions from the Network Budgets Group. The investment projections are based on plant additions less retirements added to the cumulative historical year. The actual EOY 1997 and EOY 1998 dollars were extracted from BellSouth financial systems. EOY 1997 and EOY 1998 investments are averaged to develop average 1998 amounts, current cost factors are applied, and then 1999 through 2002 net additions are added together to represent the projected period. The expenses are then divided by the investments, resulting in the unloaded plant specific expense factors. Power expense loadings are then added to the factors for central office equipment investment. These plant specific expense factor calculations result in a factor for each category of plant representative of the average expense per investment expected in the future for each plant category.

Worksheets showing the development of the Plant Specific Expense Factors used in these studies are included in Appendix B.

AD VALOREM AND OTHER TAXES

The ad valorem and other tax factor is an effective tax factor furnished by the BellSouth Tax Department. The BellSouth Tax Department develops the factor by calculating the ratio of certain tax expenses to the telephone plant in service, as follows:

$$\frac{\text{Accounts } 7240.1000 + 7240.3000 + 7240.9000}{\text{Telephone Plant In Service}}$$

Account 7240.1000 includes taxes levied upon the assessed value of property.

Account 7240.3000 includes taxes levied upon the value or number of shares of outstanding capital stock, upon invested capital, upon rate of dividends paid, etc.

Account 7240.9000 includes other nonincome, nonrevenue taxes such as municipal license taxes, state privilege taxes, state self-insurer's tax, etc.

A summary of ad valorem and other tax factors used in these studies is included in Appendix B.

GROSS RECEIPTS TAX FACTOR

Some states and municipalities tax the revenues that a company receives from services provided within the state/municipality. The taxes may be designed to fund such things as PSC fees, franchise taxes, license taxes, or other similar items, but because the taxes are levied on the basis of revenues, they are commonly referred to as a gross receipts tax. Unlike some taxes that are billed to the customer and flowed through to the taxing authority, a gross receipts tax is a cost of doing business to BellSouth.

The BellSouth Tax Department provides the effective tax rate at which BellSouth is charged by the taxing authority and that rate is "grossed up" to reflect the following formula:

$$\frac{\text{GROSS RECEIPTS TAX RATE}}{(1 - \text{GROSS RECEIPTS TAX RATE})}$$

A summary of ad valorem and other tax and gross receipts tax factors used in these studies is included in Appendix B.

DISCONNECT FACTORS

Disconnect factors are translators used to determine the costs associated with disconnecting a service. These factors are developed because there is a difference in time between when a service is disconnected and when BellSouth recovers this disconnect cost. Disconnect costs are typically included in the one-time up front service establishment charges. The customer is billed now for work that will be done in the future. However, the user has the option of developing disconnect costs under the assumption that these charges will apply at the time of disconnect.

The calculation of the disconnect factors is based on the following data: the expected life of the service being studied and an interest rate that is comparable to the highest rate BellSouth is required to pay its customers for customer deposit payments held by BellSouth. The disconnect factor inflates the labor cost to the period of the future disconnect and discounts these costs to the present. Disconnect factors are calculated by month for twelve years for the company on a regional basis. The data sources for these factors are the 1998 forecasted labor inflation rates from the BellSouth Region TPIs and a discount rate based on simple interest calculations.

If disconnect costs are to be collected at the time of disconnect, the factor reflects inflation only. The costs are not discounted to the present.

Worksheets that develop the Disconnect Factors used in these studies are included in Appendix B.

LABOR RATES

Labor rates for specific work groups are developed annually based on extracts of previous year's data from the Financial Front End System. This extract collects labor expense and hours and a PC application processes the information to produce labor rates. During processing, the actual costs for a given work group are accumulated by expenditure type (e.g., direct labor productive, premium, other employee, etc.). These actual costs are divided by the actual hours (classified productive hours for plant and engineering work groups and total productive hours for cost groups) reported by work group to determine the basic rates. The base year of labor rate data collection was the 1998 calendar year. A labor inflation factor is developed from the BellSouth Region TPIs and is applied to inflate these rates to the study period 2000-2002. The actual labor rate inflation development process can be seen under the inflation factor tab of the Labor Rate file in Appendix F.

LABOR RATE COMPONENTS:
The following are various cost components that make up labor rates:

DIRECT SALARIES AND WAGES

1. Direct Labor - Productive (RESOURCE TYPE CODE (RTC) 111, 121)
   Represents the wage and salary costs associated with work reporting employees for regularly scheduled time and overtime spent performing productive work. Also includes the costs of salaries paid to management employees when performing productive work. Classified and unclassified productive hours are used as the basis for Direct Labor Costs.

2. Direct Labor - Premium (RTC 122)
Represents the wage and salary costs associated with premium hours paid for hours worked beyond the normally scheduled work period.

3. Direct Labor - Other Employee (RTC 199, 19B, 19C, 193)
Covers the costs associated with the periodic incentive compensation payments made to management employees based on corporate service and financial performance, the annual bonus paid to non-management employees, all costs associated with commissions paid to employees, cash awards paid for any approved program, etc.

4. Direct Labor - Annual Paid Absence (RTC 132, 19E)
Identifies the cost of payments to be made over the year to occupational work reporting employees for accrued costs of holidays, vacations, and excused days.

5. Direct Administration (RTC 111, 121, 122, 199, 19B, 19C, 19E, 193, 132)
Identifies the costs of salaries paid during the month to the first level of supervision responsible for supervising occupational work reporting employees, and salaries and wages paid to employees and immediate supervisors who perform basic office services for occupational work reporting employees. Also included are the wages paid to occupational work reporting employees loaned to perform supervisory or clerical functions.

6. Other Tools - Salaries (RTC CQR)
Identifies the salary portion of the distributed costs associated with tools.

7. Motor Vehicles - Salaries (RTC CQM)
Identifies the salary portion of the plant motor vehicle expenses distributed to construction, removal or plant specific operations expense accounts based on the classified productive hours of the labor groups using the motor vehicles.

OTHER DIRECT

1. Direct Labor - Other Costs (Various RTCs)
Identifies the costs incurred for office, traveling and other costs of employees whose wage and salary costs are direct labor.

2. Other Tools - Benefits (RTC CQS)
Identifies the distributed benefits costs associated with tools.

3. Other Tools - Rents (RTC CQK)
Identifies the distributed rent costs associated with tools.

4. Other Tools - Other (RTC CQL)
Identifies the distributed other expense costs associated with tools.

5. Motor Vehicles - Benefits (RTC CQN)
Identifies the benefits portion of the plant motor vehicle expenses distributed to construction, removal or plant specific operations expense accounts based on the classified productive hours of the labor groups using the motor vehicles.

6. Motor Vehicle - Rents (RTC CQP)
Identifies the rents portion of the plant motor vehicle expenses distributed to construction, removal or plant specific operation expense accounts based on the classified productive hours of the labor groups using the motor vehicles.

7. Motor Vehicle - Other (RTC CQQ)
Identifies the other costs portion of the plant motor vehicle expenses distributed to construction, removal or plant specific operations expense accounts based on the classified productive hours of the labor groups using the motor vehicles.

8. Benefits (RTC KB1)
Identifies amounts for the payroll related benefits and taxes. These costs include pension accruals; company matching portion of savings plan; dental, medical, and group insurance plan reimbursements; and company portion of social security and unemployment payroll taxes.

TOTAL PRODUCTIVE HOURS

1. Classified Productive Hours
Hours of work reporting employees which are reported to final accounting classifications.

2. Unclassified Productive Hours
The working hours of plant work reporters devoted to activities of such a general nature as to not be assignable to specific accounting classifications. Unclassified activities include: attending conferences or meetings (including travel time) which are general in nature; attending first aid classes or safety meetings; paid time spent on union activities; paid time spent on quality of work life activities; time spent in a classroom (including travel time) for general or job specific training; and other unclassified activities such as attending assessment centers.

Labor Rate worksheets are included in Appendix B.

SHARED FACTORS AND COMMON FACTOR DEVELOPMENT AND APPLICATION

Process Overview

In order to develop factors that reflect a distribution of a) shared costs to distinct network elements or facilities and b) common costs that span the activities of the business, BellSouth designed a process which complies with FCC pronouncements. This process employs cost assignments, where possible, based on the cost attribution principles underlying the Cost Allocation Manual (CAM) approved by the FCC. These principles provide a structural "cost causative" basis for assigning costs to network related plant or to non-network related groupings (Common, Non-Recurring Costs, Retail, etc.).

Base Period Data

Base period cost profile data for regulated 1998 expenses and 1998 average investment amounts were extracted from BellSouth's financial records. In addition, the related salary and wage amounts were retrieved for use in the apportionment processes. The data was retrieved by Account, Field Reporting Code/Subsidiary Record Category (FRC/SRC), Cost Pool, Cost Sub-Pool, Expense Matrix Indicator (EMI), and Account Type as appropriate.

STEP 1. Development of 2000-2002 Average Annual Costs

Projection factors were applied to the base period data at a cost pool/sub-pool level to develop average annual forward-looking costs for the 2000-2002 period. As a first step in this process, the 1998 expenses and salary and wage amounts were multiplied by the 2000-2002 Expense/Salary & Wage Development Factors to develop the related average annual expenses and salary and wage amounts for the 2000-2002 period. Next, 1998 averaged investment amounts were multiplied by the 2000-2002 Investment Development Factors to develop the average 2000-2002 investment levels. Next, the 2000-2002 average investment levels were converted to average annual capital related costs by applying the Capital Cost and Ad Valorem Factors. The final process in this step was the identification and segregation of all nonrecurring costs to prevent them from being impacted by any recurring costs.

After the expenses and investments have been converted into forward-looking costs in Step 1, the next steps assigned these costs to cost objectives such as wholesale network investments, retail, nonrecurring, etc.

STEP 2. Reclassification

The next operation identified those accounts where there were direct, cost causative relationships between expense accounts and related investment accounts, and performed a reclassification process to combine the expenses and capital costs of the related accounts. As an example, Account 6112 Motor Vehicle maintenance expense was combined with Account 2112 Motor Vehicle capital related costs. Most of the plant specific expenses have a direct, cost-causative relationship with either a general support or network investment account.

STEP 3. Primary Attribution of Cost

After the above-referenced reclassifications, the remaining expenses and support asset costs (Accounts 61XX, 65XX, 66XX, 67XX, 1220, 21XX, and 26XX) were assigned by applying factors based on the cost attribution principles underlying the CAM. Apportionment factors were developed on a cost pool/sub-pool basis reflecting salary and wage relationships, investment relationships, or expense relationships.

STEP 4. Secondary Reclassification

Following the first iteration of cost assignments, a reclassification of assigned costs was made to associate costs which, by their nature, were assignable to related accounts or to final non-network related groupings.
During the first iteration of cost assignments, some apportionments were made to support type accounts; and therefore, a second iteration of cost assignment was required to appropriately distribute support type costs on a cost causative basis. The second iteration of cost assignment began in this step and included only computer costs (Account 6124).

STEP 5. Secondary Attribution of Costs

This step continued the distribution of support type costs referred to in Step 4 above. It included the assignment of provisioning expenses (Account 6512), and network operations expenses (Accounts 653X).

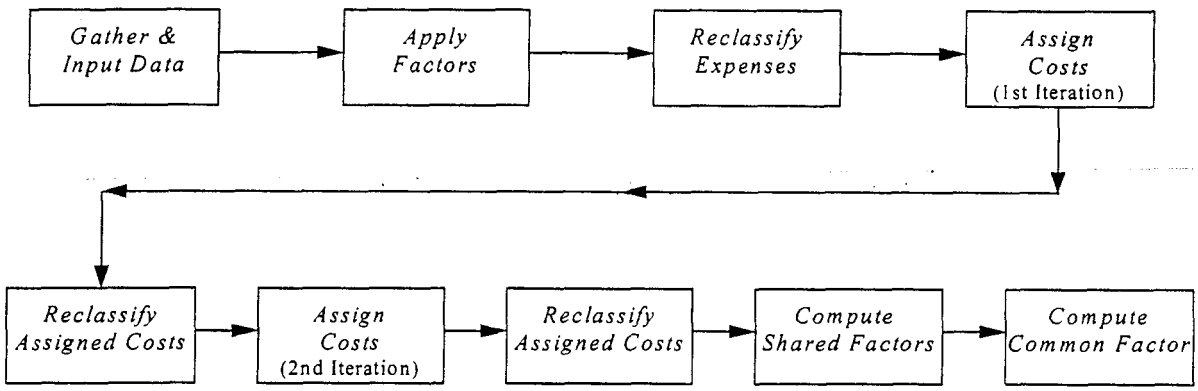
STEP 6. Reclassification and Factors Development

After the second iteration of cost assignment, a final reclassification was required to associate the remaining costs with either a network related account or with a nonnetwork related grouping. The cost assignments that were associated with network related accounts were then divided by the related 2000-2002 investment amounts in order to develop the shared factors

In the steps of the process outlined above, some costs, though common in nature, have wholesale/retail attributions that facilitate an assignment to the wholesale or retail category. These costs are referred to as directly assigned common costs. Other common costs, having no reasonable cost causation basis, were allocated to the wholesale and retail categories on the basis of the relationship between total wholesale costs and total retail costs.

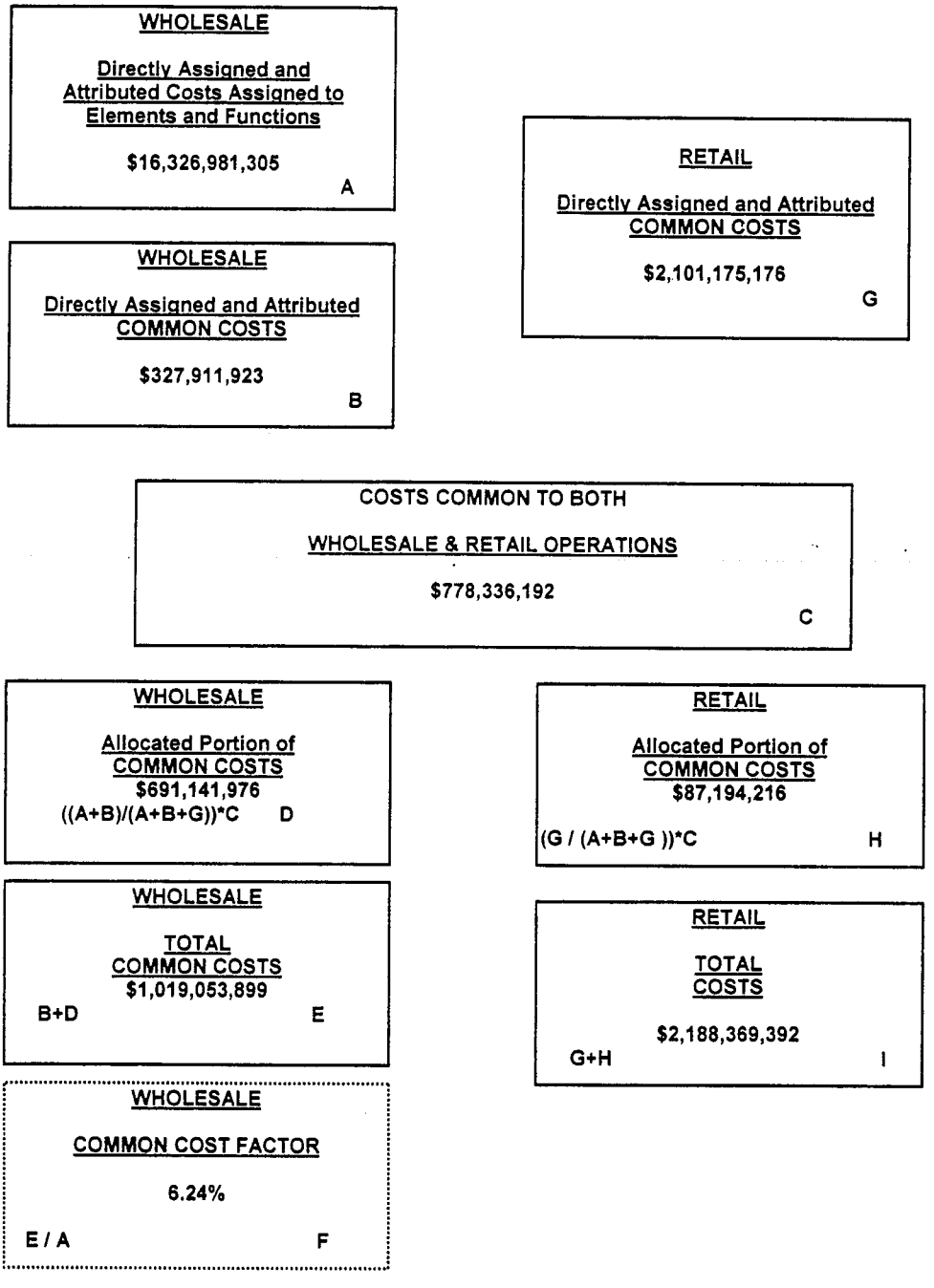
Total wholesale common costs were developed by summing the directly assigned wholesale common costs and the allocated wholesale common costs. The common cost factor was developed by dividing the total wholesale common costs by the total wholesale costs excluding the common portion (Nonrecurring costs were included with the total wholesale costs to form the denominator).

Flow Diagram of the Calculation of the Shared Cost Factors and the Common Cost Factor



CALCULATION OF COMMON COST FACTOR

Note: The amounts and percentages on this diagram are illustrative in nature and may or may not reflect the amounts or results incorporated in this filing.



FLORIDA DOCKET NO. 000649-TP
SECTION 5
INPUTS – DESCRIPTION OF LOADINGS AND FACTORS

Inputs To The Application

The inputs to the Shared and Common Cost Application consist of the following:

1998 regulated expenses
1998 averaged regulated investment amounts
1998 regulated salary and wage amounts
2000-2002 Expense/S&W Development Factors
Capital Cost Factors
Ad Valorem Factors
2000-2002 Investment Development Factors
Service Order Proportion Factors
Wholesale/Retail Factors for A/C 661X Marketing
Wholesale/Retail Factors for A/C 6623 Customer Services

The 1998 expense and investment data provides a foundation or template to drive the 2000-2002 projected expenses and investment to appropriate cost pool/sub pool assignments. The salary and wage (S&W) amounts are used in the apportionment processes performed by the application. The 1998 salary and wage amounts were input into the application and were utilized in appropriate salary and wage attribution bases for assigning attributable costs.

The 2000-2002 Expense/S&W Development factors that were input to the shared and common application are a reflection of the relationships of projected average annual expense for the 2000-2002 period to the actual 1998 expense amounts on an account level basis. Estimates of expenses for each of the three years in the 2000-2002 period were developed to reflect BellSouth's projected operations. These expenses were averaged and utilized in the 2000-2002 Expense/S&W factors described above.

The 2000-2002 Investment Development factors were calculated by restating the 1998 investment based on historical cost to investment based on current prices. In addition, any planned additions and retirements were considered in arriving at an investment reflecting the forward-looking costs required by the FCC. Once the investment was calculated for each year, it was averaged for the period 2000-2002. The 2000-2002 averaged investment by account was divided by the 1998 investment by account to produce the 2000-2002 Investment Development factors.

Capital Cost and Ad Valorem Factors include calculations for Depreciation, Cost of Money, Income Taxes, and Ad Valorem Taxes. The Capital Cost Calculator computes the Capital Cost factors used in the Shared and Common Cost Application. For details concerning the calculations of these factors, see the Capital Cost Calculator (Section 4) and Ad Valorem Costs (Section 5).

The Service Order Proportion factors are used to derive the non-recurring costs associated with Central Office Equipment Expenses (62XX accounts), Terminal Equipment Expenses (63XX accounts), and Cable and Wire Expenses (64XX accounts). Actual service order work hours by network related plant were retrieved and a relationship to total work hours was developed for each type of plant. The hours were extracted on a study basis. For details concerning the calculations, see Plant Specific Costs (Section 5).

The Wholesale/Retail Factors relating to Accounts 6611, 6612, 6613, and 6623 reflected an analysis of each account by cost pool/sub pool to determine the nature of the expenses and how they would be reflected in a wholesale versus retail company. The study was often carried out at a Work ID level. Based on the analysis, an assignment to wholesale or retail was specified for each cost pool/sub pool. At the conclusion of the analysis, the total wholesale portion was divided by the account total to arrive at a wholesale percentage. A similar calculation was done for determining the retail percentage.

BellSouth Shared and Common Cost Application

The BellSouth Shared and Common Cost Application is a menu driven application used in calculating the Common Cost Factor and the Shared Cost Factors. Users are guided through the process by selecting from easy to understand choices.

The user interface for the Shared and Common Cost Application allows for editing inputs, viewing reports of the outputs, examining the underlying methodology of the Application, and saving and loading edits as scenarios. The Application provides help screens and descriptions of processes to guide the user in understanding the process, creating new scenarios and reviewing the results/outputs of the process. The application processes in either of two modes. By selecting SETTINGS on the user interface main screen, the user may process the application in steps or all at once. The Batch mode processes the data without allowing the user to view results at various stages of the process. The Interactive mode allows the user to access data at various stages of the process and provides a description of the step being performed.

Worksheets supporting the development of the Shared and Common Cost Factors used in these studies are included in Appendix B.

FLORIDA DOCKET NO. 000649-TP
SECTION 6
UNBUNDLED NETWORK ELEMENT STUDIES

INTRODUCTION

This section contains descriptions of cost elements and an overview of the study process for each category of elements studied by BellSouth.

The studies included in this filing are costs associated with providing the unbundled network cost elements are identified and included in the TELRIC studies.

The following is a listing of the unbundled network cost elements provided in this filing package. Each cost element is represented by a designated cost element number that is referenced throughout the studies. Also provided is the file name of the Microsoft Excel spreadsheet in which inputs and workpapers for each element can be found. These input spreadsheets and workpapers are being furnished in electronic format only. The input spreadsheets are contained on the CD-ROM included in Appendix C. They are located under the investment sub-directory listed under each scenario.

Following this listing are narratives for each category of cost elements describing the elements, study technique, and specific study assumptions.

		File Name
J.4	**LINE SHARING SPLITTER - DATA**	Fllinesh.xls
J.4.1	Line Sharing Splitter, per System 96 Line Capacity in the Central Office (LSOD)	Fllinesh.xls
J.4.2	Line Sharing Splitter, per System 24 Line Capacity in the Central Office (LSOD)	Fllinesh.xls
J.4.3	Line Sharing Splitter - per Line Activation in the Central Office (LSOD)	Fllinesh.xls
J.4.4	Line Sharing Splitter - per Subsequent Activity per Line Rearrangement (LSR)	Fllinesh.xls

J.4 LINE SHARING SPLITTER IN THE CENTRAL OFFICE (CO)

J.4.1 LINE SHARING SPLITTER, PER SYSTEM 96 LINE CAPACITY in the CO

J.4.2 LINE SHARING SPLITTER, PER SYSTEM 24 LINE CAPACITY in the CO

J.4.3 LINE SHARING SPLITTER - PER LINE ACTIVATION in the CO

J.4.4 LINE SHARING SPLITTER - PER SUBSEQUENT ACTIVITY PER LINE REARRANGEMENT

Element Description

This unbundled network element (UNE) unbundles the high frequency data portion of the local loop in the end users' serving wire center. The CLECs can use this UNE to provide xDSL-based services for their end user customers. The loop's remaining transmission frequencies continue to provide voice grade service from BellSouth. The Line Sharing Splitter in the CO UNE is provided on a two wire unloaded line side copper loop that does not exceed 18 KF. For each loop, BellSouth provides this UNE only to a single requesting carrier and only for use at the same customer address. BellSouth will not provide this UNE if BellSouth does not currently provide analog voice service to the customer. Also, if the customer terminates his voice service with BellSouth, this UNE will be disconnected for that customer. However, if the CLEC wants to continue to provide xDSL service to the end user, the CLEC may purchase the full stand-alone loop unbundled network element.

In order to unbundle the high frequency portion of the loop; a 2-wire line-side copper loop is terminated at a splitter located in the serving wire center. The splitter routes the high frequency portion of the circuit to the CLECs xDSL equipment. One splitter or passive signal filter must also be installed at the customer's premises as CPE (Customer Premises Equipment). Since the CPE is the responsibility of the customer or CLEC, the cost of the CPE is not included. BellSouth installs only the splitter in the central office.

The Line Sharing Splitter UNE consists of the following elements: (J.4.1) a per splitter system 96 line capacity and (J.4.2) a per splitter system 24 line capacity, (J4.3) a per line activation in the central office per occurrence and (J4.4) a per subsequent activity per occurrence. The system splitter consists of a 96-line or 24-line capacity for 96 or 24 individual (line) connections in the central office for line sharing. The CLEC purchases collocation cross connects to connect his xDSL equipment to the splitter frame in the central office. For CO line sharing, the CLEC must have a DSLAM unit collocated in the serving central office of the end user. The line activation in the central office provides for a connection between the collocation cross connect, the splitter and the end user loop. A line activation charge is applicable for every end user loop that connects to a splitter.

FLORIDA DOCKET NO. 000649-TP
SECTION 6
UNBUNDLED NETWORK ELEMENT STUDIES

Study Technique

Microsoft Excel spreadsheets are used to develop both recurring and nonrecurring cost analyses.

Specific Study Assumptions

- "N " Unbundled Network Elements apply.
- Loop conditioning is not included. Additional charges apply if conditioning is required.
- The CLEC will need to order collocation in the central office to go with line sharing.
- The end user calls BellSouth for problems related to voice service and calls the CLEC for problems related to data service.

FLORIDA DOCKET NO. 000649-TP
APPENDIX A

BellSouth Capital Cost Calculator

Model Description
Illustrative Example of Capital cost Calculator Calculations

BellSouth Capital Cost Calculator

The Capital Cost Calculator is a computer application designed by BellSouth that has been integrated into the BellSouth Cost Calculator model. It was developed to produce accurate and reliable capital cost component factors (depreciation, cost of money, and income taxes) in an open, understandable, and verifiable manner. BellSouth also developed an Excel spreadsheet version of the integrated Capital Cost Calculator for the purposes of illustrating and demonstrating the methodology that underlies the integrated version. Utilizing the Excel version, all BellSouth capital cost calculations may be reviewed by taking the following steps:

1. Open the Excel version of the BellSouth Capital Cost Calculator.
2. Enable Macros.
3. Using the floating toolbar, select an account. Once done, the Excel spreadsheet will be populated with data for that specific account based on user inputs.
4. All calculations within the Excel spreadsheet may then be followed.

The following provides a step by step description of the capital cost calculations in the BellSouth Capital Cost Calculator. The workbook consists of several individual worksheets (tabs) that are referenced throughout this description. The account selected (Step 3 above) for this example is the Digital Circuit Equipment-Pair Gain account.

The first tab displays the "Capital Cost Inputs". Included in this tab are the user adjustable inputs including account nonspecific financial data such as return on equity, debt rate, debt ratio, discount rate (cost of money), and income tax rate. Additionally, account specific inputs allow the user to input the economic lives, the tax lives, the future net salvages (FNS), and the Gompertz-Makeham curve shapes of each account,

The second tab displays the "MACRS Tax Tables" . These tables provide the yearly tax depreciation rates for each Recovery Class as specified by MACRS tax depreciation rules. For example, Digital Circuit Equipment-Pair Gain falls into Recovery Class 5 and the yearly tax depreciation rates are:

Year 1	.2000
Year 2	.3200
Year 3	.1920
Year 4	.1152
Year 5	.1152
Year 6	.0576
Total	1.0000

The third tab provides the "Survival Data" for Digital Circuit Equipment-Pair Gain based on the Gompertz-Makeham survival curve defined by the user input c, G, and S parameters adjusted to match the economic life of 9.0 years as input by the user. The Gompertz-Makeham survival curves are the standard approach used in the telecom industry and are approved by most state and federal regulatory bodies. These curves represent the survival pattern of telecom plant. While the curve represents the pattern of retirements, the area under the curve represents the average life of the plant. As the user adjusts the average life, we also must adjust the area under the curve. Therefore, the input curve is adjusted to match the input average life.

- Columns A and B provide survival data assuming a beginning of year (BOY) convention. For example, Year 1 begins with 100% of the investment in place. According to the survival curve, 2.89% retires in Year 1, resulting in 97.11% of the investment remaining in service at the end of Year 1.

- Columns C and D provide the same data assuming an end of year (EOY) convention.

- Column E calculates the yearly retirements (BOY convention) by subtracting Column B of the current year from Column B of the previous year. Column F calculates the yearly retirements (EOY convention) by subtracting Column D of the current year from Column D of the previous year.

- Column G determines the book depreciation rates (BOY convention) for each "life group" of the circuit account that should be recovered in each year. The methodology uses the standard/approved Equal Life Group (ELG) approach. For example, in Year 1, Column E shows that 2.89% of the investment is retired, or has a life of only one year. Therefore, Column G shows that the full amount of 2.89% of the total investment should be recovered in Year 1. In Year 2, Column E shows that 4.60% of the investment is retired (i.e., 4.60% of the investment has a 2 year life) and Column G shows that this portion of the investment with a 2 year life must be recovered in 2 years. Therefore, 2.30% of the investment is depreciated each year for two years, resulting in 2.30 * 2 = 4.60%. This methodology forms the basis for Equal Life Group (ELG) depreciation.

- Column H displays the ELG depreciation rates for each equal life group based on EOY convention.

- Columns I and J simply add up the individual surviving equal life group depreciation rates to arrive at a composite depreciation rate for each year of the study. For example, in Year 1 the depreciation rate is the sum of all individual ELG groups' depreciation rates since all life groups are surviving in Year 1. In Year 2, the investment with a one year life (2.89% of the

investment) has been retired and the composite depreciation rate for Year 2 is the sum of all equal life groups' annual depreciation rates for investment with a life of 2 years or longer. Year 3 depreciation rate is based on the sum of depreciation rates for ELG groups with surviving investment in Year 3, etc.

- BellSouth assumes a midyear investment convention. Midyear depreciation in Column K is determined as the average of Columns I (BOY) and J (EOY).

The fourth tab develops the "Capital Calculations" (BOY and EOY net investments) against which the cost of money is calculated.

- Column A displays the BOY capital. This value starts as 1 and then is equal to the amount outstanding at the end of year (Column E).

- Column B brings over the midyear ELG depreciation rate per year calculated in Column K of Tab 3 "Survival Data". The depreciation rate is then multiplied by the total capital investment that needs to be recovered. This total capital investment is adjusted to include the need to recognize the value of the future net salvage (FNS). The formula is as follows:

  Midyear ELG Depreciation times (1 less the future net salvage percent). The FNS is input by the user in Tab 1 "Capital Cost Inputs".

- Column C brings over the yearly tax depreciation rate for circuit equipment (Recovery Class 5) from Tab 2 " MACRS Tax Tables".

- Column D, Deferred Tax, is calculated as: Tax Depreciation (Column C) less Book Depreciation (Column B) times Income Tax Rate.

- Column E calculates the yearly EOY capital balance. This balance recognizes the deferred tax balance that is available to the company from "normalizing" their deferred taxes. However, this balance is assumed to have a 0% rate of return (therefore we can remove it from the capital amount the company has invested). This EOY capital is calculated as: BOY Capital (Column A) less Book Depreciation (Column B) less Deferred Tax (Column D).

The fifth tab, "Capital Costs", completes the development of the annual capital cost factors for book depreciation, cost of money, and income taxes.

- Column A, Average Capital, is used as the basis against which cost of money calculations are made. From Tab 4, the Beginning of Period Capital (Column A) and End of Period Capital (Column E) are averaged to develop the Average Capital per year.

- Column B, Book Depreciation, is simply brought forward from the Book Depreciation (Column B) in Tab 4.

- Column C, Return on Capital, is calculated as the Average Capital (Column A) times the Discount Rate (Cost of Money) of 11.25% from Tab 1.

- Column D, Return on Equity, is necessary to determine income taxes. Return on Equity is calculated as Average Capital (Column A) times the portion of capital associated with equity (1 less the debt ratio from Tab 1 times return on equity (from Tab 1).

- Column E, Grossed-Up Income Tax, is calculated as Return on Equity (Column D) times the Composite Income Tax Rate from Tab 1 divided by 1 minus the Composite Income Tax Rate.

Please keep in mind that under midyear convention, the first year values need to recognize that the capital is only on the books for ½ of a year.

Tab 5 also displays the capital cost factors for each year that plant survives based on the adjusted survival curves for the plant account. In order to develop a set of levelized annual cost factors, two steps are necessary. First, the net present value (NPV) of the annual streams of Columns B through E is calculated using a discount rate equal to the cost of money. Second, the NPV is spread back out over the economic life of the plant account using a midyear convention approach to arrive at a set of levelized annual cost factors for book depreciation, return on capital, and income taxes.

The sixth tab "Annual Charge Factors" displays the levelized capital cost factors and their component pieces cost of money, depreciation, and income taxes) that are then applied to investments as calculated by the BellSouth Cost Calculator for all accounts to determine annual capital costs.

The integrated Capital Cost Calculator also allows the user to view both the methodology and the development of the capital costs associated with a particular account. From the integrated Capital Cost Calculator application select "View", "Methodology", "Details" and then the specific account that you want to review. Then simply follow the prompts to review the step-by-step development of capital costs associated with the specific account. The integrated Capital Cost Calculator is also equipped with a user-friendly help screen feature.

FLORIDA DOCKET NO. 000649-TP
APPENDIX A

EXCEL VERSION OF CAPITAL COST CALCULATOR 9 PAGES

Capital Cost Inputs

Description	Value	Data Name
Financial Data		
ReturnOnEquity	14.08%	Return on Equity
DebtRate	7.00%	Debt Rate
DebtRatio	40.00%	Debt Ratio
Discount Rate (Cost Of Money)	11.25%	Discount Rate
Tax Data		
Income Tax Rate	38.71%	Income Tax Rate
Tax Depreciation		
TaxMethod		Method
TaxConvention		Convention
TaxFlowThrough		Flow Thru Normalization
Book		
Book Survival Curves	CG&S	Use Survival Curves
BookConvention	Mid Year	Convention
BookELG_VG	ELG	ELG / VG
BookWL_RL	Remaining Life	WL / RL

Specific Account Inputs

Account	Economic Life (years)	Tax Life (years)	Future Net Salvage (percent)	Survival Curve	Company C	Company G	Company S
Aerial Cable - Metallic-Building Entrance	15.0	15	-14%	CG&S	1.0400000	-0.09358568	0.00153213
Aerial Cable - Metallic-Other	15.0	15	-14%	CG&S	1.0400000	-0.09358568	0.00153213
Aerial Cable - Non-Metallic-Building Entrance	20.0	15	-14%	CG&S	1.0400000	-0.09358568	0.00153213
Aerial Cable - Non-Metallic-Other	20.0	15	-14%	CG&S	1.0400000	-0.09358568	0.00153213
Analog Circuit Equipment-Other	7.5	15	0%	CG&S	0.9900000	-10.40017300	-0.11857001
Analog Circuit Equipment-Pair Gain	7.5	15	0%	CG&S	0.9900000	-10.40017300	-0.11857001
Analog Electronic Switching System	1.6	15	0%	CG&S	1.1333974	-0.21745512	0.02396884
Buildings	45.0	39	0%	CG&S	1.1842870	-0.10145000	0.01557700
Buried Cable - Metallic	15.0	15	-7%	CG&S	1.0400000	-0.10704312	0.00350758
Buried Cable - Non-Metallic	20.0	15	-7%	CG&S	1.0400000	-0.10704312	0.00350758
Conduit Systems	55.0	15	-10%	CG&S	1.7162960	-0.00114600	0.00038200
Corporate Communications Equipment	7.0	5	10%	CG&S	1.1024940	-0.33410041	0.02401188
Digital Circuit Equipment-DDS	8.0	5	2%	CG&S	0.9900000	-37.13714100	-0.37162048
Digital Circuit Equipment-Other	9.0	5	0%	CG&S	0.9600000	-0.78794871	-0.03526985
Digital Circuit Equipment-Pair Gain	9.0	5	0%	CG&S	0.9600000	-0.78794871	-0.03526985
Digital Electronic Switching System	10.0	5	0%	CG&S	1.1333974	-0.21745512	0.02396884
Furniture	15.0	7	10%	CG&S	0.7300000	-0.20379925	-0.03679818
Garage Work Equipment	12.0	10	0%	CG&S	0.6900000	-0.09722504	-0.02917732
General Purpose Computers-Centralized	4.5	5	2%	CG&S	0.8000000	-0.42437848	-0.09595316
General Purpose Computers-Other	4.5	5	2%	CG&S	0.8000000	-0.42437848	-0.09595316
Intangibles - General Purpose Software RTU	5.0	3	0%	square life	0.0000000	0.00000000	0.00000000
Intangibles - Network Circuit Software RTU	3.0	3	0%	square life	0.0000000	0.00000000	0.00000000
Intangibles - Network Software Other RTU	3.0	3	0%	square life	0.0000000	0.00000000	0.00000000
Intangibles - Network Switch Software RTU	3.0	3	0%	square life	0.0000000	0.00000000	0.00000000
Intangibles - Operator Services Software RTU	3.0	3	0	square life	0.0000000	0.00000000	0.00000000
Intrabuilding Network Cable - Non-Metallic	20.0	15	-10%	CG&S	1.0400000	-0.09358568	0.00153213
Intrabuilding Network Cable- Metallic	20.0	15	-10%	CG&S	1.0400000	-0.09358568	0.00153213
Land	98.0	0	0%	square life	0.0000000	0.00000000	0.00000000
Large PBX	6.0	15	5%	CG&S	1.1842870	-0.10145000	0.01557700
Motor Vehicles	8.0	5	16%	CG&S	1.6400000	-0.00230922	-0.00174928
Office Support Equipment	11.5	5	5%	CG&S	0.9900000	-83.13056300	-0.84332106
Operator Systems	10.0	15	0%	CG&S	1.1333974	-0.21745512	0.02396884
Other Terminal Equipment	6.0	15	5%	CG&S	1.1842870	-0.10145000	0.01557700
Other Work Equipment	15.0	10	0%	CG&S	0.8300000	-0.38694495	-0.12240424
Poles	36.0	15	-55%	CG&S	1.0300000	-0.04638575	-0.00299707
Radio Systems	9.0	15	-5%	CG&S	1.0100000	-7.05305100	0.02151467
Special Purpose Vehicles	7.0	5	0%	CG&S	1.7162960	-0.00114600	0.00038200
Station Apparatus-Other	6.0	15	5%	CG&S	1.1842870	-0.10145000	0.01557700
Station Apparatus-Regular	6.0	15	5%	CG&S	1.1842870	-0.10145000	0.01557700
Submarine Cable - Metallic	15.0	15	-5%	CG&S	1.0400000	-0.10704312	0.00350758
Submarine Cable - Non-Metallic	15.0	15	-5%	CG&S	1.0400000	-0.10704312	0.00350758
Underground Cable - Metallic	14.0	15	-8%	CG&S	1.1024940	-0.33410041	0.02401188
Underground Cable - Non-Metallic	20.0	15	-8%	CG&S	1.1024940	-0.33410041	0.02401188

MACRS Tax Tables

Recovery Class		Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10	Year 11	Year 12	Year 13
0	0	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
3	3	0.3333	0.4445	0.1481	0.0741	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
5	5	0.2000	0.3200	0.1920	0.1152	0.1152	0.0576	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
7	7	0.1429	0.2449	0.1749	0.1249	0.0893	0.0892	0.0893	0.0446	0.0000	0.0000	0.0000	0.0000	0.0000
10	10	0.1000	0.1800	0.1440	0.1152	0.0922	0.0737	0.0655	0.0655	0.0656	0.0655	0.0328	0.0000	0.0000
15	15	0.0500	0.0950	0.0855	0.0770	0.0693	0.0623	0.0590	0.0590	0.0591	0.0590	0.0591	0.0590	0.0590
20	20	0.0375	0.0722	0.0668	0.0617	0.0571	0.0529	0.0489	0.0452	0.0446	0.0446	0.0446	0.0446	0.0446
39	39	0.0128	0.0256	0.0256	0.0256	0.0256	0.0256	0.0256	0.0256	0.0256	0.0256	0.0256	0.0256	0.0256

MACRS Tax Tables

MACRS Tax Tables

Recovery Class		Year 14	Year 15	Year 16	Year 17	Year 18	Year 19	Year 20	Year 21	Year 22	Year 23	Year 24	Year 25	Year 26
0	0	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
3	3	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
5	5	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
7	7	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
10	10	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
15	15	0.0590	0.0590	0.0300	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
20	20	0.0446	0.0446	0.0446	0.0446	0.0446	0.0446	0.0446	0.0225	0.0000	0.0000	0.0000	0.0000	0.0000
39	39	0.0256	0.0256	0.0256	0.0256	0.0256	0.0256	0.0256	0.02564	0.02564	0.02564	0.02564	0.02564	0.02564

MACRS Tax Tables

Recovery Class		Year 27	Year 28	Year 29	Year 30	Year 31	Year 32	Year 33	Year 34	Year 35	Year 36	Year 37	Year 38	Year 39
0	0	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
3	3	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
5	5	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
7	7	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
10	10	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
15	15	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
20	20	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
39	39	0.02564	0.02564	0.02564	0.02564	0.02564	0.02564	0.02564	0.0256	0.0256	0.0256	0.0256	0.0256	0.0256

MACRS Tax Tables

Recovery Class		Year 40	Year 41	Year 42	Year 43	Year 44	Year 45	Year 46	Year 47	Year 48	Year 49	Year 50
0	0	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
3	3	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
5	5	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
7	7	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
10	10	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
15	15	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
20	20	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
39	39	0.0128	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000

Survival Calculations for Capital Costs
Digital Circuit Equipment-Pair Gain

Gompertz Makeham				Converted C.G.S	
c	0.96000000	Beon Life	9.0	c'	0.89718524
G	-0.78794871	Surv Curve	CG&S	G'	-0.78794871
S	-0.03526985			S'	-0.09373696

Year	A BOY, Beginning of Year Survival Rate	B BOY, End of Year Survival Rate	C EOY, Beginning of Year Survival Rate	D EOY, End of Year Survival Rate	E BOY, Yearly Retirements	F EOY, Yearly Retirements	G BOY, Yearly Retirement per Year Depreciation	H EOY, Yearly Retirement per Year Depreciation	I BOY, ELG Depreciation	J EOY, ELG Depreciation	K MidYear, ELG Depreciation
1	1.0000	0.9711	0.0000	1.0000	0.0289	0.0000	0.0289	0.0000	0.1732	0.0000	0.0866
2	0.9711	0.9252	1.0000	0.9711	0.0460	0.0289	0.0230	0.0289	0.1443	0.1732	0.1588
3	0.9252	0.8664	0.9711	0.9252	0.0588	0.0460	0.0196	0.0230	0.1213	0.1443	0.1328
4	0.8664	0.7988	0.9252	0.8664	0.0675	0.0588	0.0169	0.0196	0.1017	0.1213	0.1115
5	0.7988	0.7265	0.8664	0.7988	0.0724	0.0675	0.0145	0.0169	0.0849	0.1017	0.0933
6	0.7265	0.6525	0.7988	0.7265	0.0740	0.0724	0.0123	0.0145	0.0704	0.0849	0.0776
7	0.6525	0.5795	0.7265	0.6525	0.0729	0.0740	0.0104	0.0123	0.0581	0.0704	0.0642
8	0.5795	0.5096	0.6525	0.5795	0.0699	0.0729	0.0087	0.0104	0.0476	0.0581	0.0528
9	0.5096	0.4442	0.5795	0.5096	0.0655	0.0699	0.0073	0.0087	0.0389	0.0476	0.0433
10	0.4442	0.3840	0.5096	0.4442	0.0602	0.0655	0.0060	0.0073	0.0316	0.0389	0.0353
11	0.3840	0.3296	0.4442	0.3840	0.0544	0.0602	0.0049	0.0060	0.0256	0.0316	0.0286
12	0.3296	0.2810	0.3840	0.3296	0.0485	0.0544	0.0040	0.0049	0.0207	0.0256	0.0231
13	0.2810	0.2383	0.3296	0.2810	0.0428	0.0485	0.0033	0.0040	0.0166	0.0207	0.0186
14	0.2383	0.2010	0.2810	0.2383	0.0373	0.0428	0.0027	0.0033	0.0133	0.0166	0.0150
15	0.2010	0.1687	0.2383	0.2010	0.0323	0.0373	0.0022	0.0027	0.0107	0.0133	0.0120
16	0.1687	0.1410	0.2010	0.1687	0.0277	0.0323	0.0017	0.0022	0.0085	0.0107	0.0096
17	0.1410	0.1174	0.1687	0.1410	0.0236	0.0277	0.0014	0.0017	0.0068	0.0085	0.0076
18	0.1174	0.0975	0.1410	0.1174	0.0200	0.0236	0.0011	0.0014	0.0054	0.0068	0.0061
19	0.0975	0.0807	0.1174	0.0975	0.0168	0.0200	0.0009	0.0011	0.0043	0.0054	0.0048
20	0.0807	0.0666	0.0975	0.0807	0.0141	0.0168	0.0007	0.0009	0.0034	0.0043	0.0038
21	0.0666	0.0548	0.0807	0.0666	0.0118	0.0141	0.0006	0.0007	0.0027	0.0034	0.0030
22	0.0548	0.0450	0.0666	0.0548	0.0098	0.0118	0.0004	0.0006	0.0021	0.0027	0.0024
23	0.0450	0.0369	0.0548	0.0450	0.0081	0.0098	0.0004	0.0004	0.0017	0.0021	0.0019
24	0.0369	0.0302	0.0450	0.0369	0.0067	0.0081	0.0003	0.0004	0.0013	0.0017	0.0015
25	0.0302	0.0247	0.0369	0.0302	0.0055	0.0067	0.0002	0.0003	0.0011	0.0013	0.0012
26	0.0247	0.0201	0.0302	0.0247	0.0045	0.0055	0.0002	0.0002	0.0008	0.0011	0.0009
27	0.0201	0.0164	0.0247	0.0201	0.0037	0.0045	0.0001	0.0002	0.0007	0.0008	0.0007
28	0.0164	0.0134	0.0201	0.0164	0.0031	0.0037	0.0001	0.0001	0.0005	0.0007	0.0006
29	0.0134	0.0109	0.0164	0.0134	0.0025	0.0031	0.0001	0.0001	0.0004	0.0005	0.0005
30	0.0109	0.0088	0.0134	0.0109	0.0020	0.0025	0.0001	0.0001	0.0003	0.0004	0.0004
31	0.0088	0.0072	0.0109	0.0088	0.0017	0.0020	0.0001	0.0001	0.0003	0.0003	0.0003
32	0.0072	0.0058	0.0088	0.0072	0.0014	0.0017	0.0000	0.0001	0.0002	0.0003	0.0002
33	0.0058	0.0047	0.0072	0.0058	0.0011	0.0014	0.0000	0.0000	0.0002	0.0002	0.0002
34	0.0047	0.0038	0.0058	0.0047	0.0009	0.0011	0.0000	0.0000	0.0001	0.0002	0.0001
35	0.0038	0.0031	0.0047	0.0038	0.0007	0.0009	0.0000	0.0000	0.0001	0.0001	0.0001
36	0.0031	0.0025	0.0038	0.0031	0.0006	0.0007	0.0000	0.0000	0.0001	0.0001	0.0001
37	0.0025	0.0020	0.0031	0.0025	0.0005	0.0006	0.0000	0.0000	0.0001	0.0001	0.0001
38	0.0020	0.0016	0.0025	0.0020	0.0004	0.0005	0.0000	0.0000	0.0000	0.0001	0.0001
39	0.0016	0.0013	0.0020	0.0016	0.0003	0.0004	0.0000	0.0000	0.0000	0.0000	0.0000
40	0.0013	0.0011	0.0016	0.0013	0.0003	0.0003	0.0000	0.0000	0.0000	0.0000	0.0000
41	0.0011	0.0009	0.0013	0.0011	0.0002	0.0003	0.0000	0.0000	0.0000	0.0000	0.0000
42	0.0009	0.0007	0.0011	0.0009	0.0002	0.0002	0.0000	0.0000	0.0000	0.0000	0.0000
43	0.0007	0.0006	0.0009	0.0007	0.0001	0.0002	0.0000	0.0000	0.0000	0.0000	0.0000
44	0.0006	0.0005	0.0007	0.0006	0.0001	0.0001	0.0000	0.0000	0.0000	0.0000	0.0000
45	0.0005	0.0004	0.0006	0.0005	0.0001	0.0001	0.0000	0.0000	0.0000	0.0000	0.0000
46	0.0004	0.0003	0.0005	0.0004	0.0001	0.0001	0.0000	0.0000	0.0000	0.0000	0.0000
47	0.0003	0.0002	0.0004	0.0003	0.0001	0.0001	0.0000	0.0000	0.0000	0.0000	0.0000
48	0.0002	0.0002	0.0003	0.0002	0.0000	0.0001	0.0000	0.0000	0.0000	0.0000	0.0000
49	0.0002	0.0002	0.0002	0.0002	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
50	0.0002	0.0001	0.0002	0.0002	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
51	0.0001	0.0001	0.0002	0.0001	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
52	0.0001	0.0001	0.0001	0.0001	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
53	0.0001	0.0001	0.0001	0.0001	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
54	0.0001	0.0001	0.0001	0.0001	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
55	0.0001	0.0000	0.0001	0.0001	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
56	0.0000	0.0000	0.0001	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
57	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
58	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
59	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
60	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000

Survival Calculations for Capital Costs
Digital Circuit Equipment-Pair Gain

Year	M BOY, NPV Factor	N EOY, NPV Factor	O MidYear, NPV Factor	P Unadjusted Survival Curve	Q Original Service Life/Required Service Life
	5.484	4.929	5.206		
1	1	0	0.5	0.99140	2.65771
2	1	1	1	0.98002	
3	1	1	1	0.96608	
4	1	1	1	0.94979	
5	1	1	1	0.93138	
6	1	1	1	0.91108	
7	1	1	1	0.88911	
8	1	1	1	0.86571	
9	1	1	1	0.84108	
10	0	1	0.5	0.81545	
11	0	0	0	0.78901	
12	0	0	0	0.76195	
13	0	0	0	0.73446	
14	0	0	0	0.70670	
15	0	0	0	0.67884	
16	0	0	0	0.65100	
17	0	0	0	0.62332	
18	0	0	0	0.59592	
19	0	0	0	0.56890	
20	0	0	0	0.54235	
21	0	0	0	0.51634	
22	0	0	0	0.49095	
23	0	0	0	0.46624	
24	0	0	0	0.44225	
25	0	0	0	0.41901	
26	0	0	0	0.39657	
27	0	0	0	0.37493	
28	0	0	0	0.35412	
29	0	0	0	0.33414	
30	0	0	0	0.31500	
31	0	0	0	0.29669	
32	0	0	0	0.27920	
33	0	0	0	0.26254	
34	0	0	0	0.24667	
35	0	0	0	0.23158	
36	0	0	0	0.21727	
37	0	0	0	0.20369	
38	0	0	0	0.19084	
39	0	0	0	0.17868	
40	0	0	0	0.16719	
41	0	0	0	0.15635	
42	0	0	0	0.14613	
43	0	0	0	0.13651	
44	0	0	0	0.12745	
45	0	0	0	0.11893	
46	0	0	0	0.11093	
47	0	0	0	0.10342	
48	0	0	0	0.09637	
49	0	0	0	0.08977	
50	0	0	0	0.08358	
51	0	0	0	0.07779	
52	0	0	0	0.07238	
53	0	0	0	0.06731	
54	0	0	0	0.06258	
55	0	0	0	0.05816	
56	0	0	0	0.05404	
57	0	0	0	0.05020	
58	0	0	0	0.04661	
59	0	0	0	0.04327	
60	0	0	0	0.04015	

Capital Calculations
Digital Circuit Equipment-Pair Gain

Econ Life=	9.0
FNS=	0%
Tax Life=	5
Convention	Mid Year

	A	B	C	D	E
Year	Beginning of Period Capital	Book Depreciation	Tax Depreciation	Deferred Tax	End of Period Capital
Total		1.0000	1.0000	0.0000	
1	1.0000	0.0866	0.2000	0.0439	0.8695
2	0.8695	0.1588	0.3200	0.0624	0.6483
3	0.6483	0.1328	0.1920	0.0229	0.4926
4	0.4926	0.1115	0.1152	0.0014	0.3796
5	0.3796	0.0933	0.1152	0.0085	0.2779
6	0.2779	0.0776	0.0576	-0.0077	0.2080
7	0.2080	0.0642	0.0000	-0.0249	0.1686
8	0.1686	0.0528	0.0000	-0.0205	0.1363
9	0.1363	0.0433	0.0000	-0.0167	0.1097
10	0.1097	0.0353	0.0000	-0.0136	0.0881
11	0.0881	0.0286	0.0000	-0.0111	0.0706
12	0.0706	0.0231	0.0000	-0.0090	0.0564
13	0.0564	0.0186	0.0000	-0.0072	0.0450
14	0.0450	0.0150	0.0000	-0.0058	0.0358
15	0.0358	0.0120	0.0000	-0.0046	0.0285
16	0.0285	0.0096	0.0000	-0.0037	0.0226
17	0.0226	0.0076	0.0000	-0.0030	0.0179
18	0.0179	0.0061	0.0000	-0.0024	0.0142
19	0.0142	0.0048	0.0000	-0.0019	0.0112
20	0.0112	0.0038	0.0000	-0.0015	0.0089
21	0.0089	0.0030	0.0000	-0.0012	0.0070
22	0.0070	0.0024	0.0000	-0.0009	0.0056
23	0.0056	0.0019	0.0000	-0.0007	0.0044
24	0.0044	0.0015	0.0000	-0.0006	0.0035
25	0.0035	0.0012	0.0000	-0.0005	0.0027
26	0.0027	0.0009	0.0000	-0.0004	0.0022
27	0.0022	0.0007	0.0000	-0.0003	0.0017
28	0.0017	0.0006	0.0000	-0.0002	0.0013
29	0.0013	0.0005	0.0000	-0.0002	0.0011
30	0.0011	0.0004	0.0000	-0.0001	0.0008
31	0.0008	0.0003	0.0000	-0.0001	0.0007
32	0.0007	0.0002	0.0000	-0.0001	0.0005
33	0.0005	0.0002	0.0000	-0.0001	0.0004
34	0.0004	0.0001	0.0000	-0.0001	0.0003
35	0.0003	0.0001	0.0000	0.0000	0.0003
36	0.0003	0.0001	0.0000	0.0000	0.0002
37	0.0002	0.0001	0.0000	0.0000	0.0002
38	0.0002	0.0001	0.0000	0.0000	0.0001
39	0.0001	0.0000	0.0000	0.0000	0.0001
40	0.0001	0.0000	0.0000	0.0000	0.0001
41	0.0001	0.0000	0.0000	0.0000	0.0001
42	0.0001	0.0000	0.0000	0.0000	0.0001
43	0.0001	0.0000	0.0000	0.0000	0.0000
44	0.0000	0.0000	0.0000	0.0000	0.0000
45	0.0000	0.0000	0.0000	0.0000	0.0000
46	0.0000	0.0000	0.0000	0.0000	0.0000
47	0.0000	0.0000	0.0000	0.0000	0.0000
48	0.0000	0.0000	0.0000	0.0000	0.0000
49	0.0000	0.0000	0.0000	0.0000	0.0000
50	0.0000	0.0000	0.0000	0.0000	0.0000
51	0.0000	0.0000	0.0000	0.0000	0.0000
52	0.0000	0.0000	0.0000	0.0000	0.0000
53	0.0000	0.0000		0.0000	0.0000
54	0.0000	0.0000		0.0000	0.0000
55	0.0000	0.0000		0.0000	0.0000
56	0.0000	0.0000		0.0000	0.0000
57	0.0000	0.0000		0.0000	0.0000
58	0.0000	0.0000		0.0000	0.0000
59	0.0000	0.0000		0.0000	0.0000
60	0.0000	0.0000		0.0000	0.0000

Cost of Capital (Annual)
Digital Circuit Equipment-Pair Gain

Rate of Return	11.25%	Debt Ratio	40.00%	Discount Rate	11.25%
Cost of Debt	7.00%	Income Tax	38.71%	Convention	Mid Year

	A	B	C	D	E
Year	Average Capital	Book Depreciation	Return on Capital	Return on Equity (Income)	Grossed Up Income Tax
NPV		0.5846	0.2555	0.1919	0.1212
LAV		0.1123	0.0491	0.0369	0.0233
1	0.9348	0.0866	0.0526	0.0395	0.0249
2	0.7589	0.1588	0.0854	0.0641	0.0405
3	0.5705	0.1328	0.0642	0.0482	0.0304
4	0.4361	0.1115	0.0491	0.0368	0.0233
5	0.3288	0.0933	0.0370	0.0278	0.0175
6	0.2429	0.0776	0.0273	0.0205	0.0130
7	0.1883	0.0642	0.0212	0.0159	0.0100
8	0.1524	0.0528	0.0171	0.0129	0.0081
9	0.1230	0.0433	0.0138	0.0104	0.0066
10	0.0989	0.0353	0.0056	0.0042	0.0026
11	0.0794	0.0286	0.0000	0.0000	0.0000
12	0.0635	0.0231	0.0000	0.0000	0.0000
13	0.0507	0.0186	0.0000	0.0000	0.0000
14	0.0404	0.0150	0.0000	0.0000	0.0000
15	0.0322	0.0120	0.0000	0.0000	0.0000
16	0.0256	0.0096	0.0000	0.0000	0.0000
17	0.0203	0.0076	0.0000	0.0000	0.0000
18	0.0161	0.0061	0.0000	0.0000	0.0000
19	0.0127	0.0048	0.0000	0.0000	0.0000
20	0.0101	0.0038	0.0000	0.0000	0.0000
21	0.0080	0.0030	0.0000	0.0000	0.0000
22	0.0063	0.0024	0.0000	0.0000	0.0000
23	0.0050	0.0019	0.0000	0.0000	0.0000
24	0.0039	0.0015	0.0000	0.0000	0.0000
25	0.0031	0.0012	0.0000	0.0000	0.0000
26	0.0024	0.0009	0.0000	0.0000	0.0000
27	0.0019	0.0007	0.0000	0.0000	0.0000
28	0.0015	0.0006	0.0000	0.0000	0.0000
29	0.0012	0.0005	0.0000	0.0000	0.0000
30	0.0010	0.0004	0.0000	0.0000	0.0000
31	0.0008	0.0003	0.0000	0.0000	0.0000
32	0.0006	0.0002	0.0000	0.0000	0.0000
33	0.0005	0.0002	0.0000	0.0000	0.0000
34	0.0004	0.0001	0.0000	0.0000	0.0000
35	0.0003	0.0001	0.0000	0.0000	0.0000
36	0.0002	0.0001	0.0000	0.0000	0.0000
37	0.0002	0.0001	0.0000	0.0000	0.0000
38	0.0001	0.0001	0.0000	0.0000	0.0000
39	0.0001	0.0000	0.0000	0.0000	0.0000
40	0.0001	0.0000	0.0000	0.0000	0.0000
41	0.0001	0.0000	0.0000	0.0000	0.0000
42	0.0001	0.0000	0.0000	0.0000	0.0000
43	0.0001	0.0000	0.0000	0.0000	0.0000
44	0.0000	0.0000	0.0000	0.0000	0.0000
45	0.0000	0.0000	0.0000	0.0000	0.0000
46	0.0000	0.0000	0.0000	0.0000	0.0000
47	0.0000	0.0000	0.0000	0.0000	0.0000
48	0.0000	0.0000	0.0000	0.0000	0.0000
49	0.0000	0.0000	0.0000	0.0000	0.0000
50	0.0000	0.0000	0.0000	0.0000	0.0000
51	0.0000	0.0000	0.0000	0.0000	0.0000
52	0.0000	0.0000	0.0000	0.0000	0.0000
53	0.0000	0.0000	0.0000	0.0000	0.0000
54	0.0000	0.0000	0.0000	0.0000	0.0000
55	0.0000	0.0000	0.0000	0.0000	0.0000
56	0.0000	0.0000	0.0000	0.0000	0.0000
57	0.0000	0.0000	0.0000	0.0000	0.0000
58	0.0000	0.0000	0.0000	0.0000	0.0000
59	0.0000	0.0000	0.0000	0.0000	0.0000
60	0.0000	0.0000	0.0000	0.0000	0.0000

Account Capital Cost (Annual Basis)

Account	Economic Life (years)	Cost Of Money (Return)	Depreciation	Income Taxes	Total Capital Cost Rate
Aerial Cable - Metallic-Building Entrance	15.0	0.0669	0.0775	0.0317	0.1761
Aerial Cable - Metallic-Other	15.0	0.0669	0.0775	0.0317	0.1761
Aerial Cable - Non-Metallic-Building Entrance	20.0	0.0665	0.0600	0.0316	0.1581
Aerial Cable - Non-Metallic-Other	20.0	0.0665	0.0600	0.0316	0.1581
Analog Circuit Equipment-Other	7.5	0.0674	0.1343	0.0320	0.2337
Analog Circuit Equipment-Pair Gain	7.5	0.0674	0.1343	0.0320	0.2337
Analog Electronic Switching System	1.6	0.0824	0.6041	0.0391	0.7255
Buildings	45.0	0.0893	0.0210	0.0424	0.1526
Buried Cable - Metallic	15.0	0.0675	0.0719	0.0320	0.1714
Buried Cable - Non-Metallic	20.0	0.0673	0.0552	0.0319	0.1544
Conduit Systems	55.0	0.0823	0.0118	0.0390	0.1332
Corporate Communications Equipment	7.0	0.0524	0.1262	0.0249	0.2035
Digital Circuit Equipment-DDS	8.0	0.0512	0.1213	0.0243	0.1968
Digital Circuit Equipment-Other	9.0	0.0491	0.1123	0.0233	0.1846
Digital Circuit Equipment-Pair Gain	9.0	0.0491	0.1123	0.0233	0.1846
Digital Electronic Switching System	10.0	0.0513	0.0986	0.0244	0.1743
Furniture	15.0	0.0524	0.0632	0.0248	0.1404
Garage Work Equipment	12.0	0.0552	0.0882	0.0262	0.1697
General Purpose Computers-Centralized	4.5	0.0561	0.2123	0.0266	0.2950
General Purpose Computers-Other	4.5	0.0561	0.2123	0.0266	0.2950
Intangibles - General Purpose Software RTU	5.0	0.0484	0.2000	0.0230	0.2713
Intangibles - Network Circuit Software RTU	3.0	0.0525	0.3333	0.0249	0.4107
Intangibles - Network Software Other RTU	3.0	0.0525	0.3333	0.0249	0.4107
Intangibles - Network Switch Software RTU	3.0	0.0525	0.3333	0.0249	0.4107
Intangibles - Operator Services Software RTU	3.0	0.0525	0.3333	0.0249	0.4107
Intrabuilding Network Cable - Non-Metallic	20.0	0.0665	0.0579	0.0316	0.1560
Intrabuilding Network Cable- Metallic	20.0	0.0665	0.0579	0.0316	0.1560
Land	98.0	0.1125	0.0000	0.0534	0.1658
Large PBX	6.0	0.0727	0.1539	0.0345	0.2611
Motor Vehicles	8.0	0.0540	0.1015	0.0256	0.1811
Office Support Equipment	11.5	0.0498	0.0832	0.0236	0.1567
Operator Systems	10.0	0.0693	0.0986	0.0329	0.2007
Other Terminal Equipment	6.0	0.0727	0.1539	0.0345	0.2611
Other Work Equipment	15.0	0.0552	0.0718	0.0262	0.1532
Poles	36.0	0.0723	0.0439	0.0343	0.1504
Radio Systems	9.0	0.0647	0.1209	0.0307	0.2163
Special Purpose Vehicles	7.0	0.0552	0.1378	0.0262	0.2192
Station Apparatus-Other	6.0	0.0727	0.1539	0.0345	0.2611
Station Apparatus-Regular	6.0	0.0727	0.1539	0.0345	0.2611
Submarine Cable - Metallic	15.0	0.0675	0.0705	0.0320	0.1701
Submarine Cable - Non-Metallic	15.0	0.0675	0.0705	0.0320	0.1701
Underground Cable - Metallic	14.0	0.0668	0.0786	0.0317	0.1771
Underground Cable - Non-Metallic	20.0	0.0662	0.0573	0.0314	0.1549

FLORIDA DOCKET NO. 000649-TP
APPENDIX B

The following worksheets showing the calculations associated with loadings and factors development discussed in Section 5 are included in this Appendix. These files are being furnished in electronic format only.

Loadings and Factors	File Name
1. TPI's/Levelized Inflation Factors	InflnLv2.xls
2. Inplant Factors – COE	IPlntCOE.xls
3. Inplant Factors – OSP	IPlantOSP.xls
4. Plug-in Factors – Hard-wired Factors	HWPI98CL.xls
5. Supporting Equipment & Power Loadings	ComPwr.xls
6. Plant Specific, Land and Building Loadings Pole and Conduit Loadings	PLSP99Ey.xls
7. Ad Valorem and Other Taxes	98AdVals.xls
8. Gross receipts Tax	99stuse3.xls
9. Income Taxes, State and Federal	Taxes9~2.xls
10. Disconnect Factors	Discon99.xls
11. Labor Rates	99Lab_.xls
12. Right To Use Development Factor	rtu560c2.xls

Shared & Common Related Files:	File Name
1. Projected Expenses for 1999	EXPPRJ00.XLS EXPPRJ00.DOC
2. Summary of the Shared & Common Factors	S&CSUM00.XLS
3. Average Projected investment: 2000 - 2002	INVPRJ00.XLS
4. Expense Development Factors	EXPDVF00.XLS
5. Investment Development Factors	INVDVF00.XLS
6. Service Order Proportion Factors	SVCORD00.XLS
7. Wholesale/Retail Factors for Account 6611	6611SC00.XLS
8. Wholesale/Retail Factors for Account 6612	6612SC00.XLS
9. Wholesale/Retail Factors for Account 6613	6613SC00.XLS
10. Wholesale/Retail Factors for Account 6623	6623SC00.XLS

FLORIDA DOCKET NO. 000649-TP
APPENDIX C

This appendix contains the following:

1. BellSouth Cost Calculator application requirements and loading instructions.

2. BellSouth Cost Calculator User Guide (Electronic format only)

3. Compact Disk containing electronic copies of filing, models, spreadsheets and instructions (Proprietary and Nonproprietary)

FLORIDA DOCKET NO. 000649-TP
APPENDIX C

APPLICATION REQUIREMENTS AND LOADING INSTRUCTIONS

For this filing the following requirements apply to the BellSouth Cost Calculator and supporting applications. Please refer to the BellSouth Telecommunications Loop Model User Guide for BSTLM application requirements and loading instructions.

Operating system platforms:

Windows 95
Windows 98
Windows NT 4.0

Hardware:

Your computer should be adequately configured to run Windows 95/98/NT 4.0. Performance will vary depending on the processor and random access memory (RAM) installed in your computer. Below are the minimum hardware requirements:

CPU:	Pentium 166 MHz (Due to the size of this filing, a Pentium 450MHz is recommended.)
RAM:	64 MB recommended
Disk:	Temporary installation files (approximately 35 MB) Applications (approximately 40 MB if all components installed) Scenario requirements will vary but due to the size of this filing, it is recommended that 1 GB be available.
Printer:	If you would like to print reports, your computer must be connected to a printer.

Software:

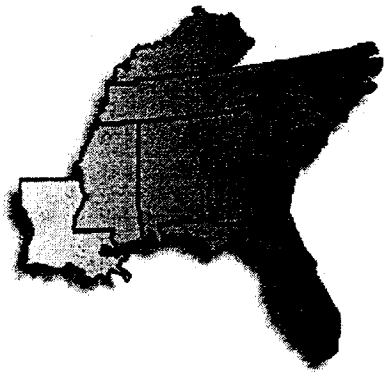
Microsoft Excel 97 or higher

Installing The BellSouth Cost Calculator

1. Verify that you have the required amount of disk space available as detailed in the Application Requirements above.

2. Place the BellSouth Cost Calculator CD-ROM into the CD-ROM drive on your PC. Open Windows Explorer and locate the **setup.exe** file on the CD-ROM drive. Double-click **setup.exe**. The BellSouth Cost Calculator will automatically load. A User Guide will be included in the load but a copy is also included in this appendix.

BELLSOUTH



Cost Calculator

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User Guide
Version 2.4

Table of Contents

Application Requirements..... 3
Installing BellSouth Cost Calculator..... 4
Starting BellSouth Cost Calculator 12
Opening Screen 13
What's In A Study Directory 16
Opening An Existing Study Scenario 18
Scenario Edit Screen 20
Elements Screen 26
Factor Application Screen 28
Factors Screen 30
Labor Rates Screen 33
Investments, Additives, and Labor Screen 35
Loading BellSouth Loop Model Investments 38
Recalculating Disconnect Factors 39
Running A Scenario 40
Viewing Reports 42
Saving A Scenario 43
Exiting The BellSouth Cost Calculator 45
Uninstalling BellSouth Cost Calculator..... 46

Application Requirements

Operating System:

The BellSouth Cost Calculator and supporting applications are designed to run on the following operating system platforms:

Windows 95/98
Windows NT 4.0

Hardware:

Your computer should be adequately configured to run Windows 95/98/NT 4.0. Performance will vary depending on the processor and random access memory (RAM) installed in your computer. Below are the minimum hardware requirements:

CPU:	Pentium 166 MHz (Pentium II or III recommended)
RAM:	32 MB (64 MB recommended)
Disk:	Applications (approximately 40 MB if all components installed) Scenarios (variable)
Printer:	If you would like to print reports, your computer must be connected to a printer.

Software:

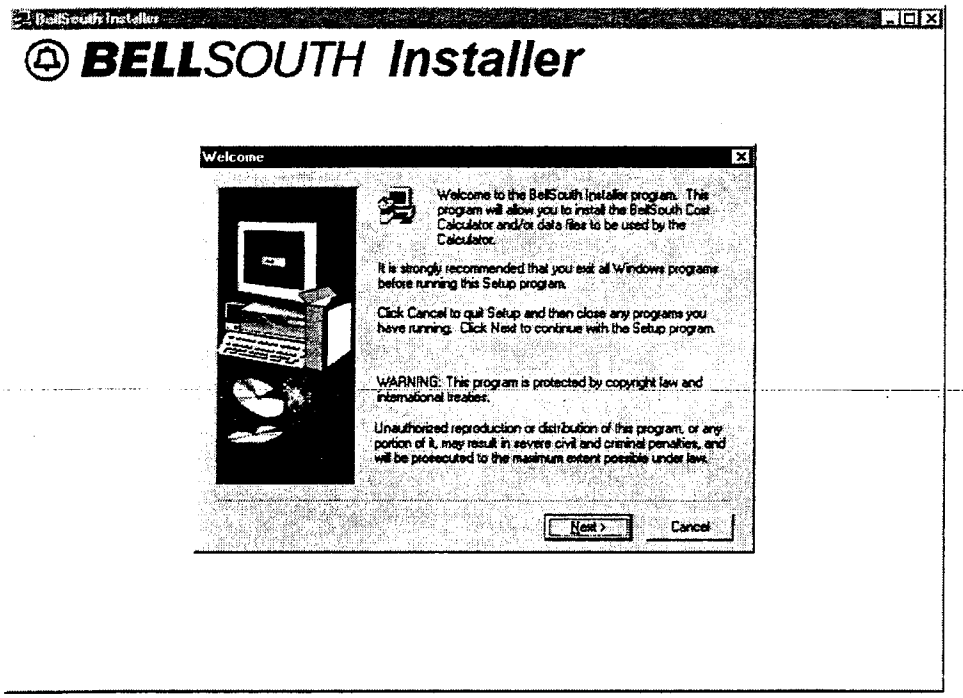
Microsoft Excel 95 or higher

Installing BellSouth Cost Calculator

1. Verify that you have the required amount of disk space available as detailed in the ***Application Requirements*** topic.

2. Insert the BellSouth Cost Calculator CD-ROM into the CD-ROM drive on your PC. To start the installation, open Windows Explorer and locate the **setup.exe** file on the CD-ROM drive. Double-click **setup.exe**.

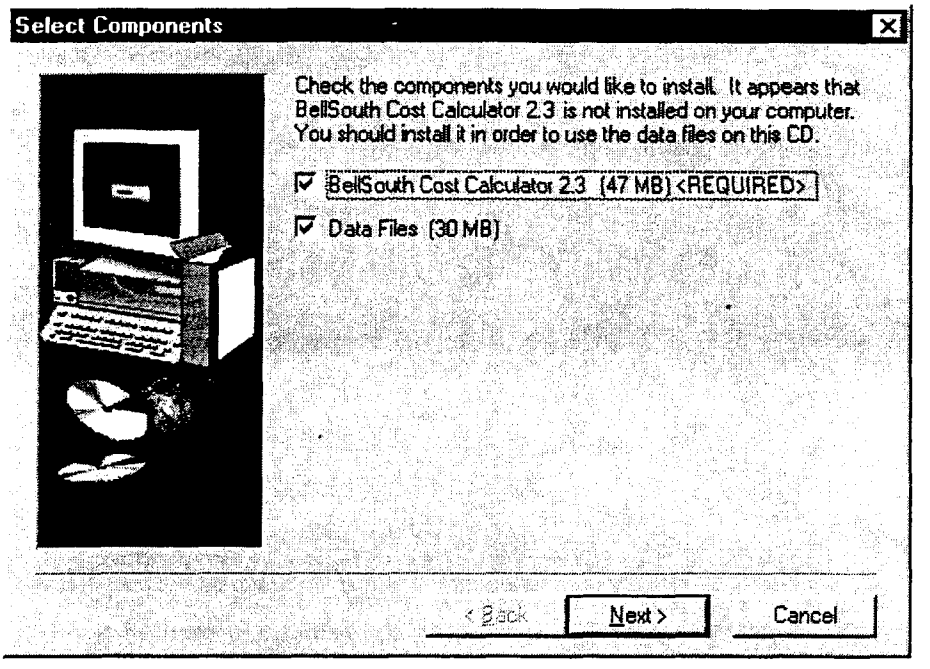
3. The following screen will be displayed:



Click **Next** to continue the installation or **Cancel** to abort the installation.

Installing BellSouth Cost Calculator

4. You will be prompted for the components to install:



There will be one or more components available for selection:

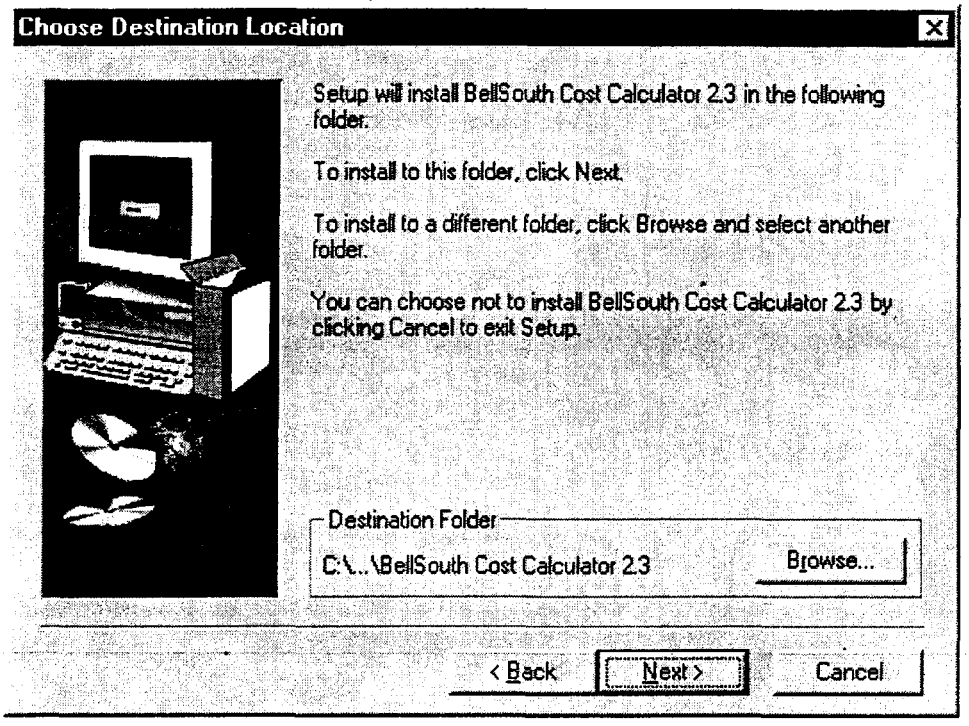
BellSouth Cost Calculator 2.3
If setup determines that Version 2.3 has not been on your computer already, this component will be checked and a message will indicate that you should install it. If setup determines that Version 2.3 is already installed on your computer, this component will be unchecked and the message will indicate that you do not need to reinstall it. In either case, you may override this selection.

Data Files
The CD may also contain BellSouth Cost Calculator scenarios that have been included for filing purposes. By default, this component is checked. You may override this selection and only install the BellSouth Cost Calculator. Or you may choose to install the data files only if the required version of the BellSouth Cost Calculator is already installed on your computer.

Once you have made your selections, click **Next** to continue or **Cancel** to abort the installation.

Installing BellSouth Cost Calculator

5. If you chose to install the BellSouth Cost Calculator, the following screen will be displayed:



By default, the BellSouth Cost Calculator (including the Capital Cost Calculator and Shared and Common Cost Application), and Switched Network Calculator will be installed in the following directory:

C:\Program Files\BellSouth Cost Calculator 2.3

If you do not wish to accept this default, you may specify a different destination by clicking **Browse**.

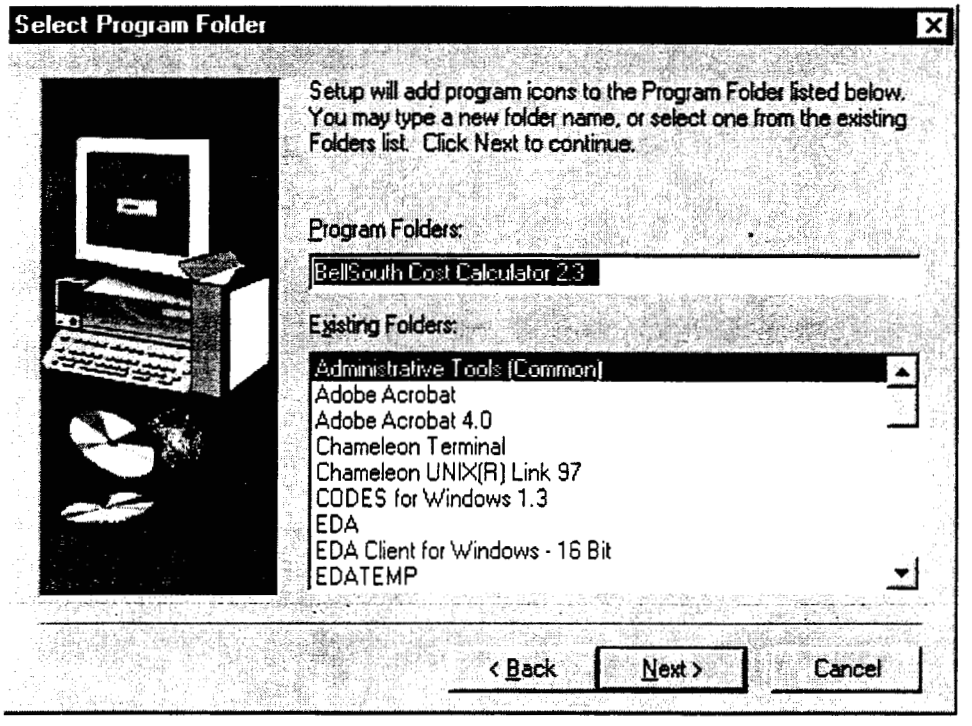
Once your are satisfied with the destination directory, click **Next** to continue.

To go back to the previous screen, click **Back**.

To abort the installation, click **Cancel**.

Installing BellSouth Cost Calculator

6. If you chose to install the BellSouth Cost Calculator, the installation will create a program folder on the Start menu. You will be prompted for the name of this folder:



By default, the installation will create icons in a folder named **BellSouth Cost Calculator 2.3**. You may change this folder by typing in a new one or selecting one from the list of existing folders.

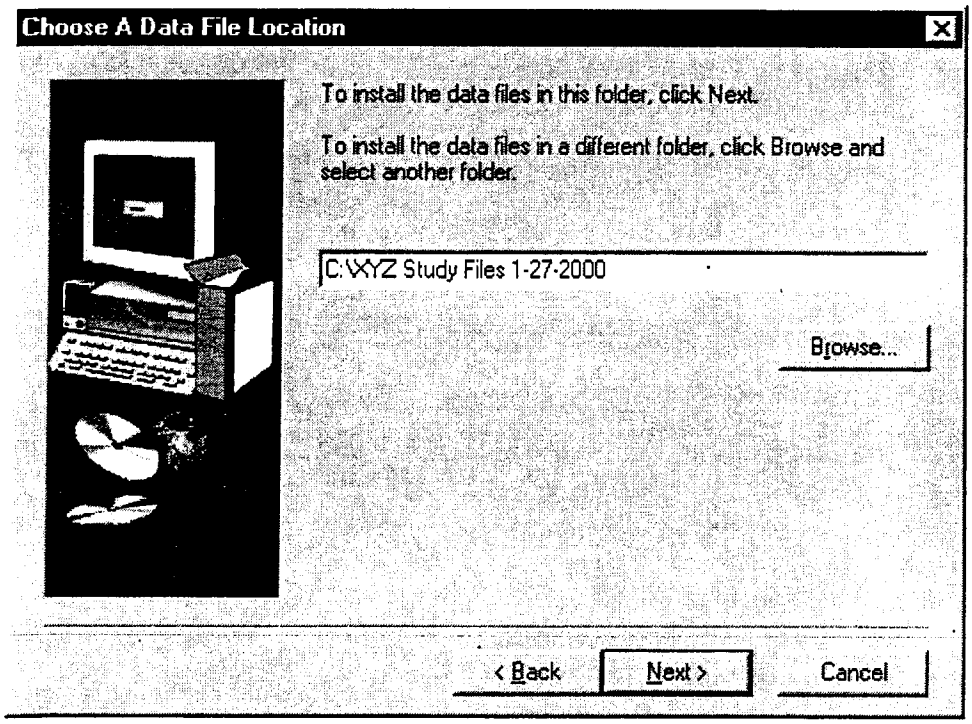
To continue with the installation, click **Next**.

To go back to the previous screen, click **Back**.

To abort the installation, click **Cancel**.

Installing BellSouth Cost Calculator

7. If you chose to install the data files on this CD, you will be required to specify a folder on your computer in which to copy the data files:



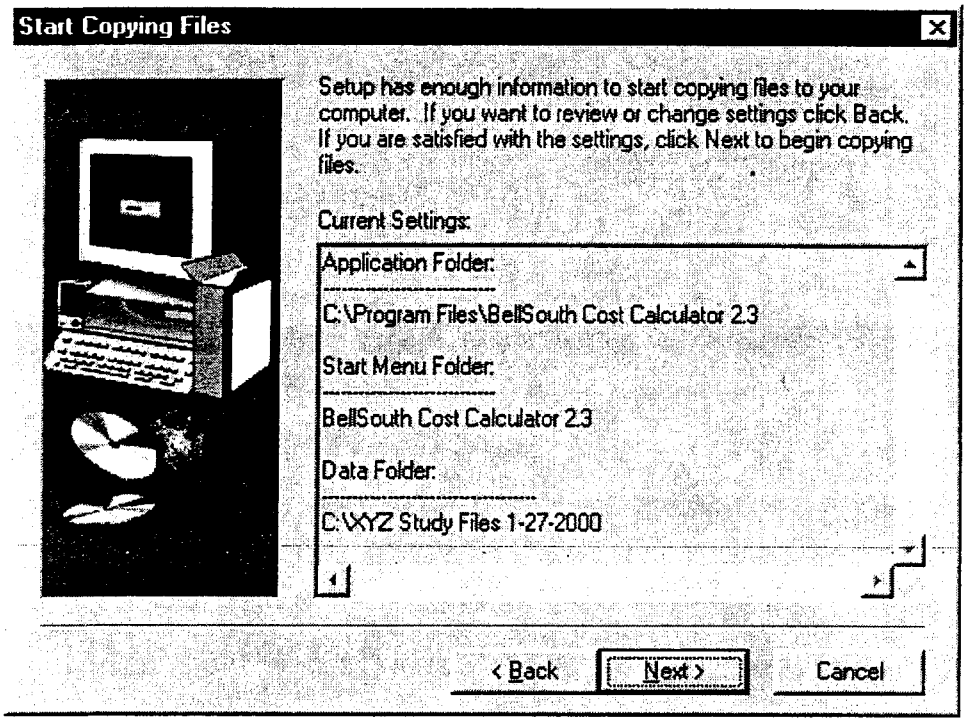
The BellSouth Installer will recommend a folder name for you, but you may change it to suit your needs by clicking **Browse** and selecting a new folder or just typing in a new one.

Once you are satisfied with the data destination folder, click **Next** to continue.

If the Installer determines that there is enough space to install the files on the destination drive, the installation will continue. If there is not enough free space, the Installer will not let you continue until you free enough space on the target drive or specify a different drive.

Installing BellSouth Cost Calculator

8. Once the installer determines that there is enough free disk space to install the selected components, you will be given an opportunity to review your selections. The information that you provided on the previous screens will be listed:



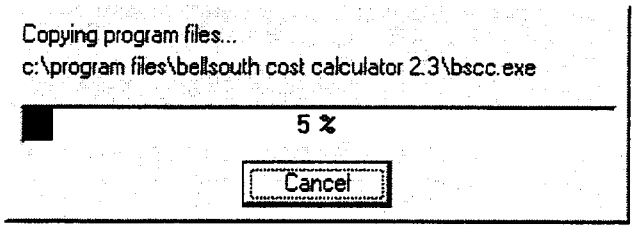
If you want to change any of these selections, click **Back** until you get to the screen containing the settings you want to change. Make the desired changes and click **Next** until you get back to this screen.

To continue with the installation, click **Next**.

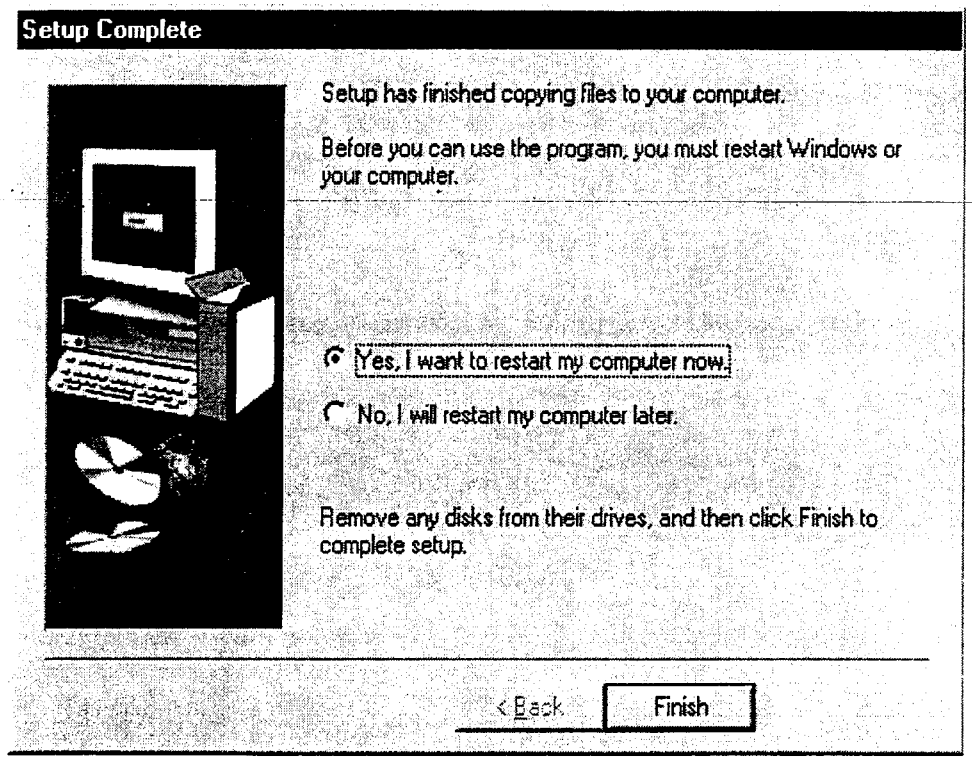
To abort the installation, click **Cancel**.

Installing BellSouth Cost Calculator

9. Setup will copy the files for the selected components to your computer. A status box will indicate the progress of this operation:



10. During the copy operation, the Installer may have copied some shared files that may have been in use by your computer during the installation. If so, the following screen will be displayed:

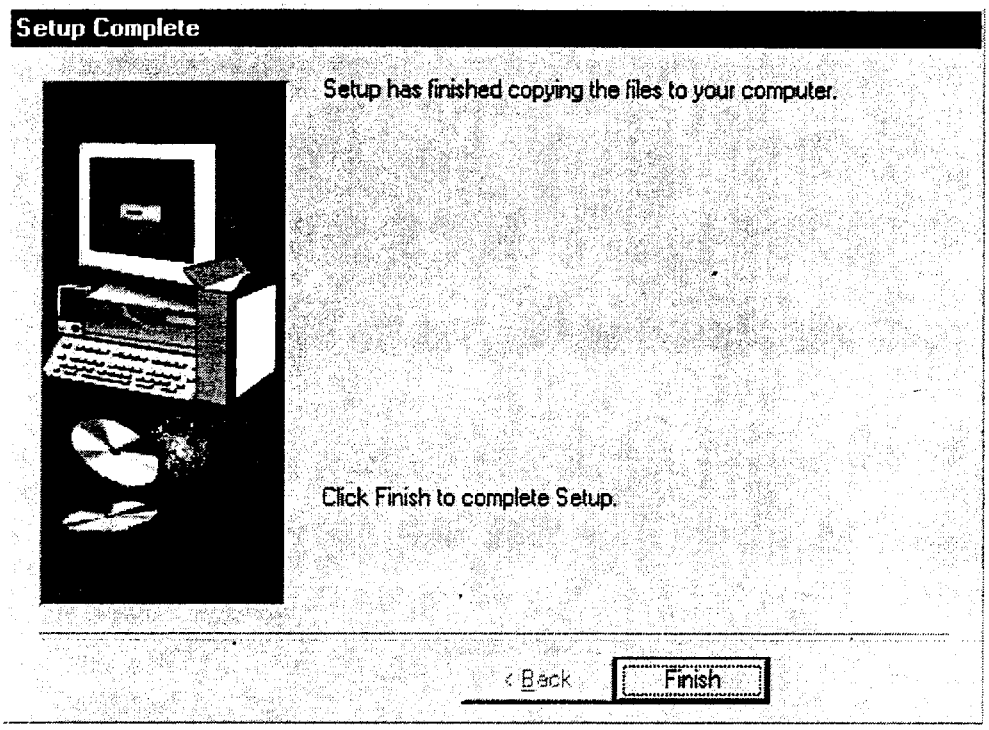


You may choose to restart Windows now or later.

Click **Finish** to complete the installation. If you chose **Yes**, your computer will be rebooted. Once the reboot is complete, you are ready to run the installed applications.

Installing BellSouth Cost Calculator

11. If none of the shared files were in use during the file copy operation, the following screen will be displayed:



Click **Finish** to complete the installation. You may now run the installed applications.

Starting BellSouth Cost Calculator

To start the BellSouth Cost Calculator:

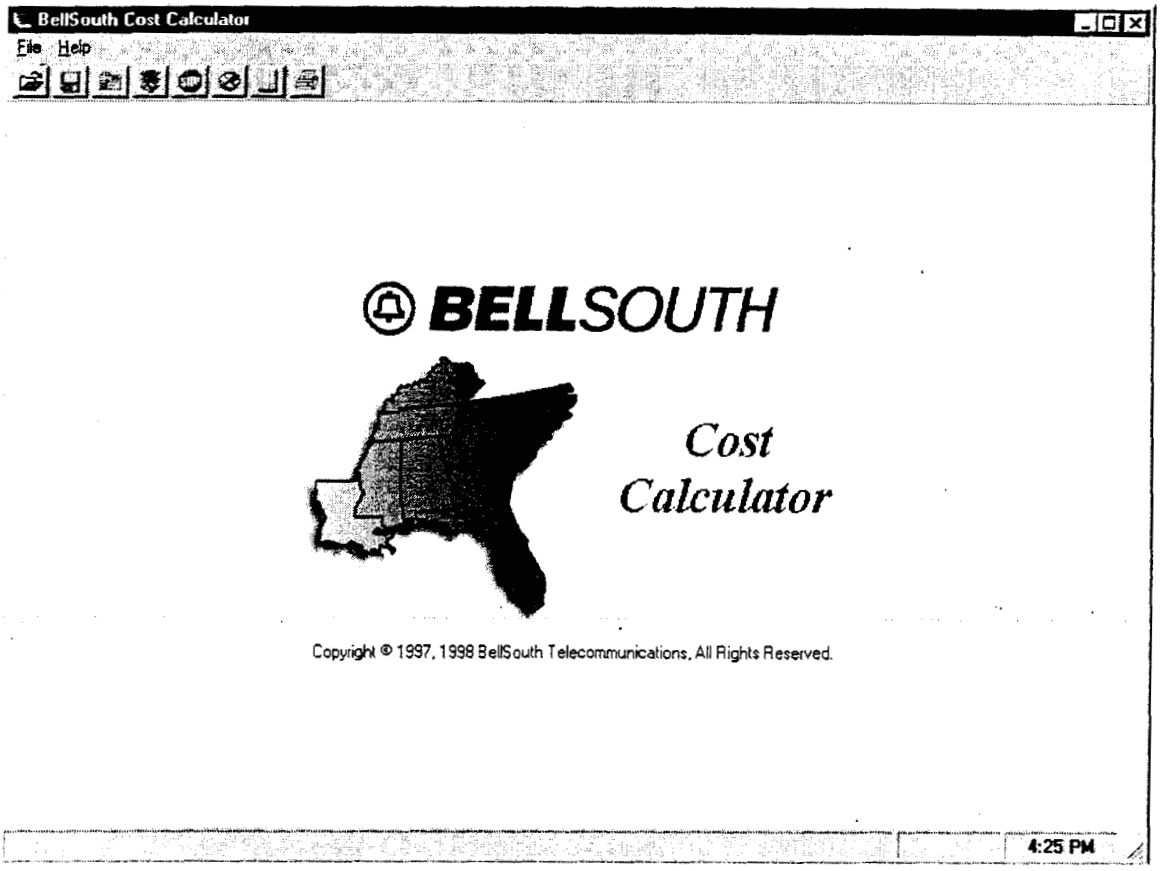
1. Click the **Start** button to display the start menu. Select **Programs** from the start menu.

2. Select **Programs** from the start menu.

3. Locate and select the program folder that was created during installation. By default this folder is named **BellSouth Cost Calculator 2.3**. If you changed this default during installation, locate and select the folder you specified.

Opening Screen

When you start the BellSouth Cost Calculator, you will see the following screen:



This screen allows you to open, modify, and save cost study scenarios. The screen is divided into four sections:

Menus
Toolbar
Element Window
Status Bar

These sections are covered in more detail below.

Opening Screen

Menus

Several of the screens in the BellSouth Cost Calculator contain menus. The menu on each screen will vary depending on the function that you are performing. On the opening screen, the menu has a File and Help option.

File

Open Study/Scenario - Select this option to open a scenario in the current study or a different study.

Exit BellSouth Cost Calculator - Select this option to exit the Cost Calculator.

Help

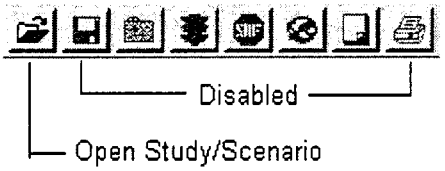
Contents - Select this option to display the help table of contents.

Search - Select this option to search the help topics index.

About - Select this option to display version information.

Toolbar

Depending on the screen, the toolbar contains buttons that perform various functions. Below is the toolbar as you will see it when you first open the Cost Calculator:



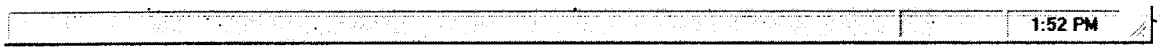
Opening Screen

Element Window

The Element Window is much like a page in a word processing program such as Microsoft Word. When you first open the Cost Calculator, this space is filled by the Cost Calculator logo. When you create/open a scenario, the space will be used to display the elements in the scenario. Refer to the topic entitled ***Scenario Edit Screen*** for more details.

Status Bar

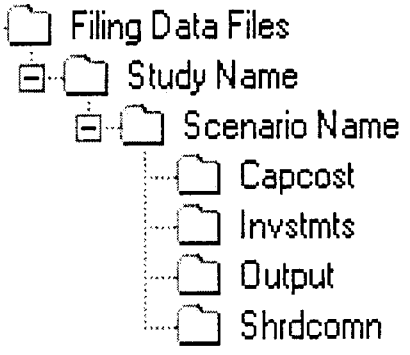
The status bar at the bottom of the screen is used to convey status information. As you create scenarios, the status bar will tell you what is happening. The time is also displayed in the status bar. Below is an example of the status bar:



What's In A Study Directory

A study directory is nothing more than a directory that contains one or more scenarios related to a cost study. The study directory is named to uniquely identify the study.

A scenario is a directory structure (created underneath a study directory) that contains the unique inputs and outputs related to a cost study or variation of a cost study:



Capcost – Contains Capital Cost Calculator inputs and outputs unique to this scenario.

Invstmts – Contains Excel investment worksheets unique to this scenario.

Output – Contains any Excel outputs that have been created for this scenario.

Shrdcomn – Contains an Excel worksheet for recalculating Labor Rates based on Shared and Common Cost Application changes.

What's In A Study Directory

Also stored in the scenario directory is a scenario database that contains the following:

- Study Type
- State
- Study Period
- Study Mid-Point
- Study Narrative
- Material Vintage
- Gross Receipts Tax parameters
- Disconnect Factor Development parameters
- Element List
- Factor Application Matrix
- Factors
- Labor Rates
- Investments, additives, and labor
- Results of calculations

All of these inputs and outputs uniquely define a scenario. The number of scenarios that can be created under a study directory is only limited by the amount of available disk space on the drive where the study directory resides.

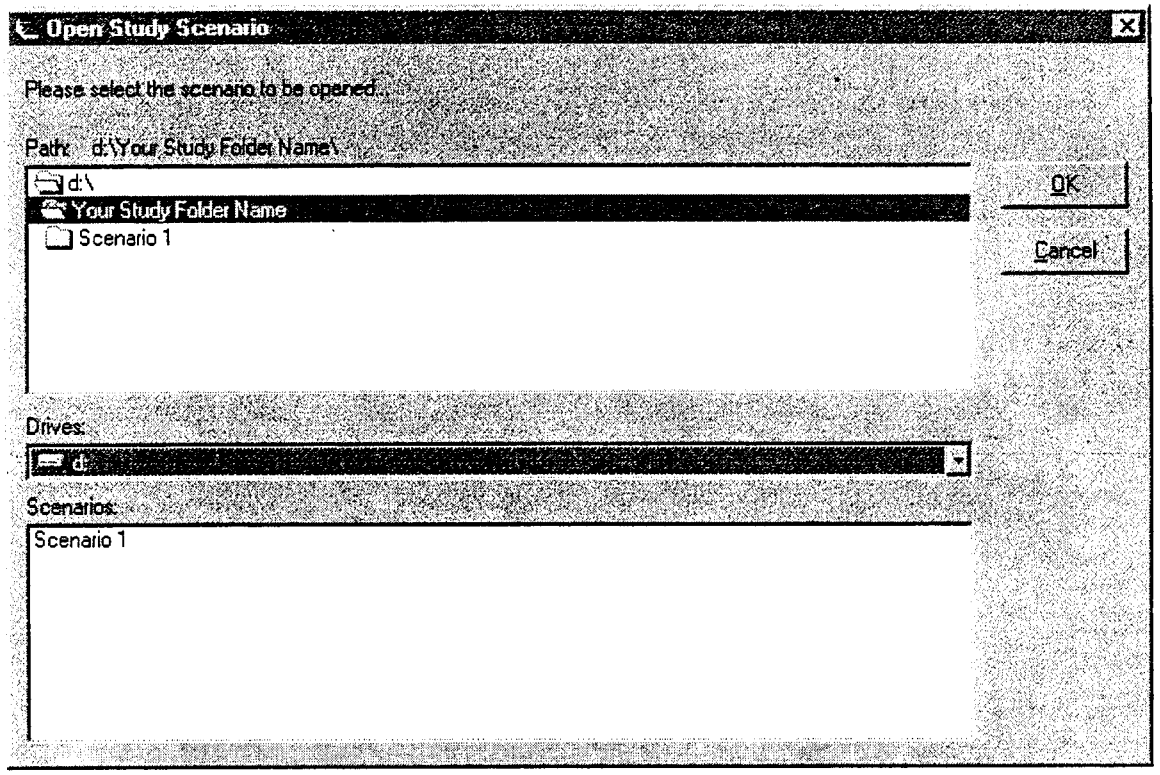
The Study TEMP Directory

When a new scenario is created or an existing scenario is opened, a temporary directory is created under the study directory. A copy of the open scenario is maintained in this temporary directory and all updates to the scenario are applied to this copy. Updates will not be applied to the original scenario until it is saved using the **Save** menu option or toolbar button. Changes may be saved to a new scenario without affecting the original scenario by using the **Save As** menu option. Refer to the topic entitled ***Saving A Scenario*** for details.

When a study scenario is closed, the BellSouth Cost Calculator will attempt to delete this temporary directory. If a file in the temporary directory is still in use, the Cost Calculator will not be able to delete it. This may occur if one of the Excel worksheets in a scenario was in use and the Calculator abnormally terminated or because you opened a file in Excel and did not close it.
After the Cost Calculator identifies a problem deleting an Excel file, you may solve the problem by going into Windows Explorer and double-clicking the file and closing Excel. This may also occur if Windows Explorer is open and the study temporary directory has been selected.

Opening An Existing Study Scenario

To open a scenario associated with the currently open study or a scenario in a different study directory, select the **File | Open Study Scenario** menu option or click the Open Study Scenario toolbar button. If you currently have a scenario open and that scenario has been changed, you will be asked if you want to save the currently open scenario before continuing. If you elect to continue, the following dialog box will be displayed:



To open a study scenario:

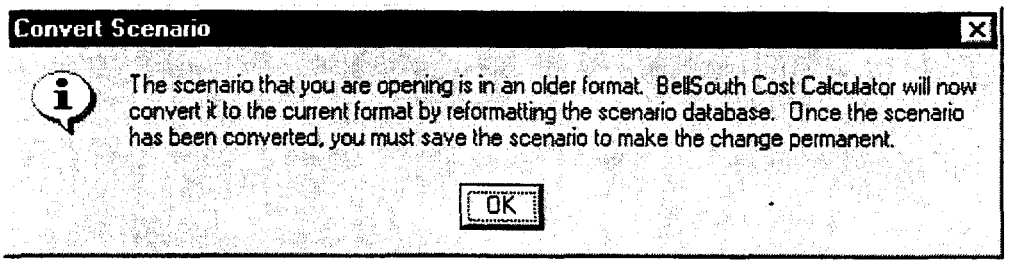
1. Use the mouse to select the drive and path where the study directory is located. If the directory selected is a valid study directory, one or more scenarios should be displayed in the Scenarios box at the bottom of the dialog box.

2. Click the scenario name to select it.

3. Click the **OK** button.

Opening An Existing Study Scenario

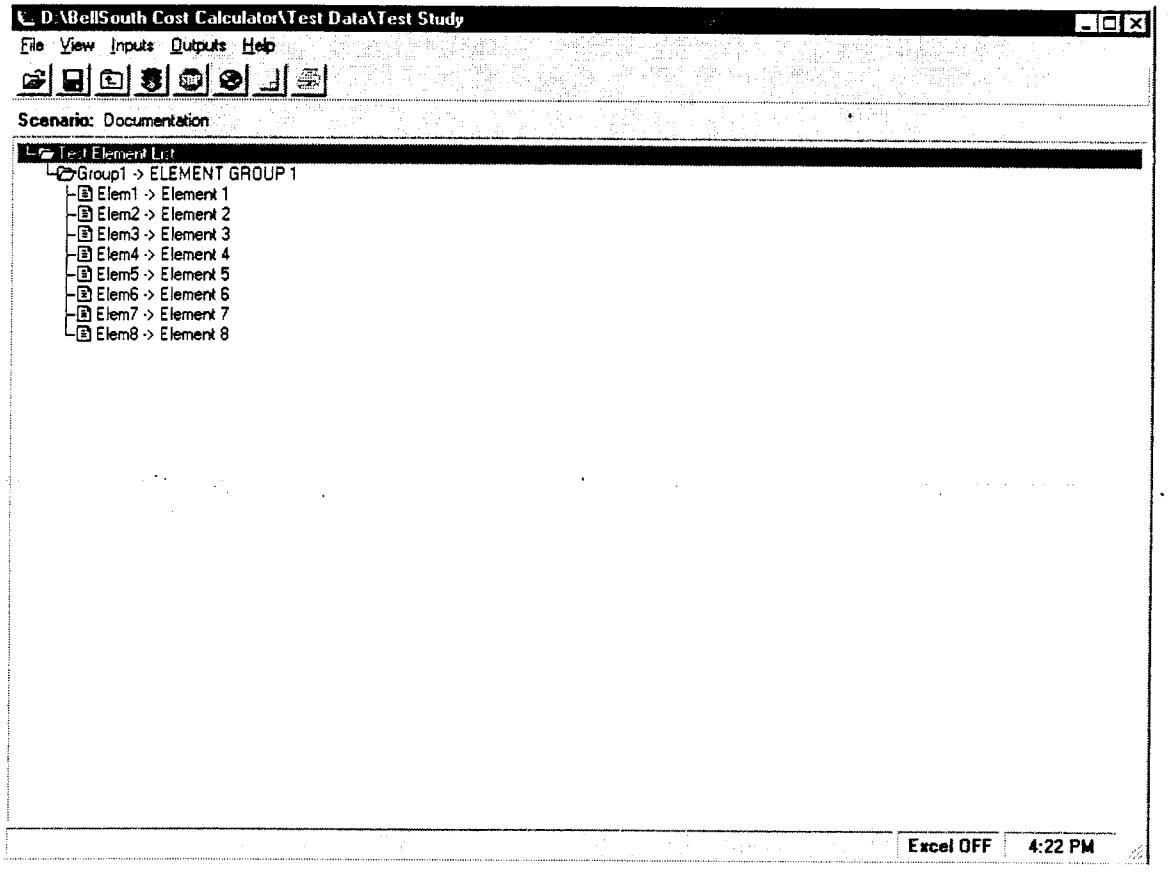
If the scenario you are opening was created in an older version of the Cost Calculator, the scenario may not be compatible with the latest version. In order for the Cost Calculator to open the scenario, it must be converted from the old format to the new format. The following message box will be displayed:



Please note that the original scenario is not altered. Only the temporary working copy of the scenario is converted. The conversion will not become permanent until the scenario is saved.

Scenario Edit Screen

The Scenario Edit Screen is used to modify and save study scenarios.
It is same as the opening screen, except that more menu and toolbar options are available. The Cost Calculator logo is no longer displayed and the Element Window displays the elements for the currently open scenario if there have been any defined. Below is an example of the screen after opening a scenario:



Notice that the screen has more options available. These options will be discussed in more detail below.

Scenario Edit Screen

Menus

File

Open Study/Scenario - Select this option to open a scenario in the current study or a different study.

Close Study - Select this option to close the currently open study. If the study scenario has been changed, you are given the opportunity to save the scenario before the study is closed.

Save Scenario - Select this option to save the current scenario. If the current scenario has not been previously saved, you will be prompted for a name to save the scenario to.

Save Scenario As - Select this option to save the current scenario to a different name. The open scenario will be closed and the newly saved scenario will be opened.

Print Setup - Select this option to designate and configure the printer that will be used to print reports.

Print - Select this option to print the reports for the selected elements. This may also be accomplished by clicking the Print button on the toolbar.

Delete Scenario - Select this option to delete one or more scenarios in the currently opened study. ***Note: You can not delete the currently open scenario or the last remaining scenario in a study. At least one scenario is required for a study.***

1 ... 4 - The Cost Calculator maintains a history of up to four scenarios that you have accessed. You may select one of these menu options to open the corresponding scenario.

Clear File History - Select this option to clear the file history.

Exit BellSouth Cost Calculator - Select this option to exit the Cost Calculator.

Scenario Edit Screen

View

Outline - Select this option to display the scenario's cost elements in an outline format.

Elements Only - Select this option to display the elements only.

Inputs

Element List - Select this option to display the Elements Screen. This screen is used to display element details. Refer to the topic entitled ***Elements Screen*** for details.

Factor Application - Select this option to display the Factor Application Screen. This screen is used to display the Factor Application Matrix used in the scenario. Refer to the topic entitled ***Factor Application Screen*** for details.

Factors - Select this option to display the Factors Screen. This screen is used for displaying and modifying factors in the scenario. Refer to the topic entitled ***Factors Screen*** for details.

Labor Rates - Select this option to display the Labor Rates Screen. This screen is used for displaying and modifying labor rates in the scenario. Refer to the topic entitled ***Labor Rates Screen*** for details.

Material Investments, Additives, and Labor - Select this option to display the Material Investments, Additives, and Labor screen. This screen is used for displaying and modifying material investments, additives, and labor in a scenario. Refer to the topic entitled ***Investments, Additives, and Labor Screen*** for details.

Scenario Edit Screen

Outputs

Element Detail Reports – Select this option to display the output reports for the element you have selected in the element or outline view window. You may choose to view the reports in Crystal Reports or Excel format. For more details on viewing Crystal Reports, refer to the topic entitled ***Viewing Reports***. You may also click the View Outputs toolbar button or double-click an element in the element or outline view to display reports.

Element Summary Reports (Last Run) – Select this option to display an output summary report for the elements that were included in the last run. This report may be viewed in Crystal Reports or Excel.

Element Summary Reports (All Elements) – Select this option to display an output summary report for all elements in the current scenario. This report may be viewed in Crystal Reports or Excel.

Scenario Summary Report – Select this option to display a report that provides a summary of the current scenario including the general study parameters and inputs.

Export to Excel – To export the output reports for one or more elements, select the desired elements in the element or outline view window and select this menu option.

Help

Contents - Select this option to display the help table of contents.

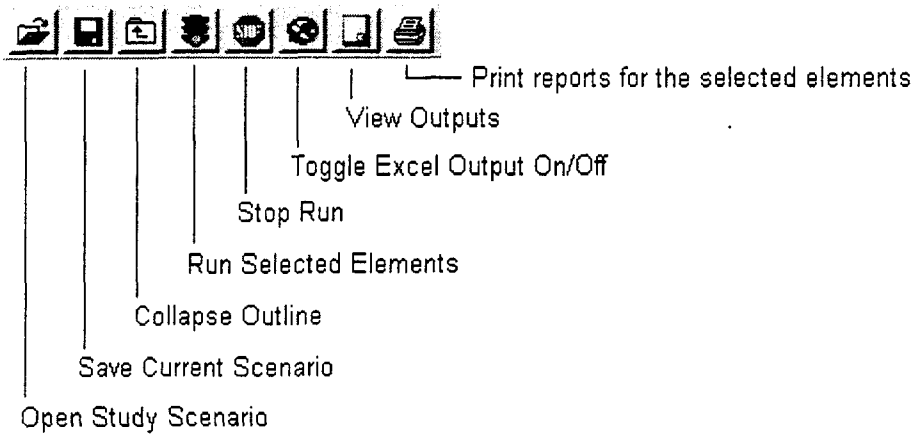
Search - Select this option to search the help topics index.

About - Select this option to display version information.

Scenario Edit Screen

Toolbar

Toolbar buttons will vary depending on the status of the scenario and options that have been set.



Scenario Edit Screen

Element Window

Outline View

The Element Window is similar to Windows Explorer. When the outline view is selected, a list of folders is displayed. These folders represent cost element groupings. Clicking a folder opens it so that you can see the elements and/or folders grouped under it. The selected item will be highlighted. Clicking on the same folder again will close the folder. Cost elements are denoted by a page icon. When the outline view is selected, you may only select one item from the list. That item may be a folder of elements or an individual element. The item you select will affect other functions on the screen. If you select a folder and click the Run toolbar button, all elements group in the folder will be included in the run. Selecting nothing is equivalent to selecting all. If you select the topmost folder, all elements will be displayed or run.

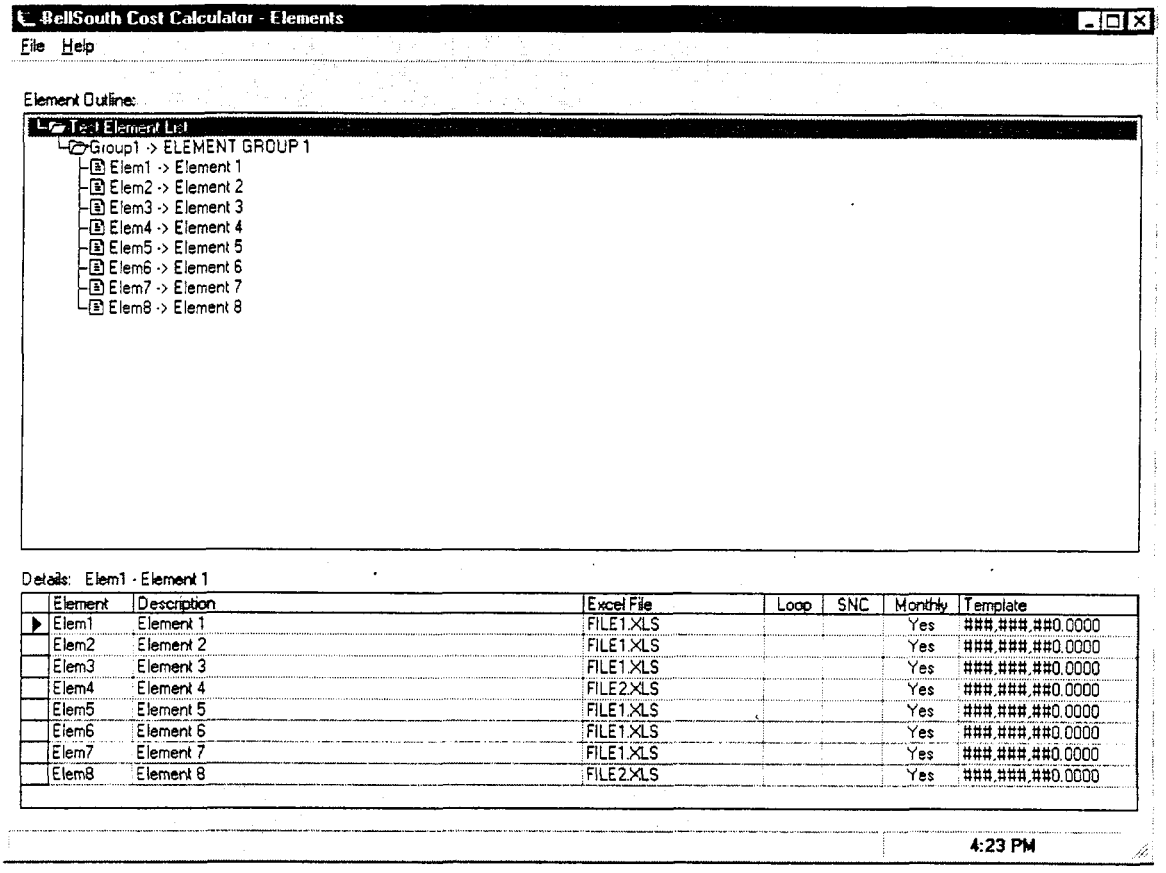
To quickly close all of the folders in the outline, click the Collapse Outline toolbar button.

Elements Only View

When the elements view is selected, only the cost elements are displayed. You may select one or more elements by using the standard Windows selection keystrokes. Holding down the **<Ctrl>** key while clicking with the mouse allows you to select multiple elements. To select a block of elements, click the first element in the block, hold down the **<Shift>** key and click the last element in the block. The selected block of elements will be highlighted. Like the outline view, the elements that are selected will be included in the run if the Run button is clicked. Also, the selected elements will be displayed on the Material Investments, Additives, and Labor Screen. To deselect all selected elements, click the Collapse Outline toolbar button.

Elements Screen

The elements screen is used to display the details of the elements included in a study scenario. Below is an example of the Elements Screen:



The options available on this screen are detailed below.

Elements Screen

Menus

File

Close current screen - Select this option to close the Elements Screen and return to the Scenario Edit Screen.

Help

Contents - Select this option to display the help table of contents.

Search - Select this option to search the help topics index.

About - Select this option to display version information.

Element Outline

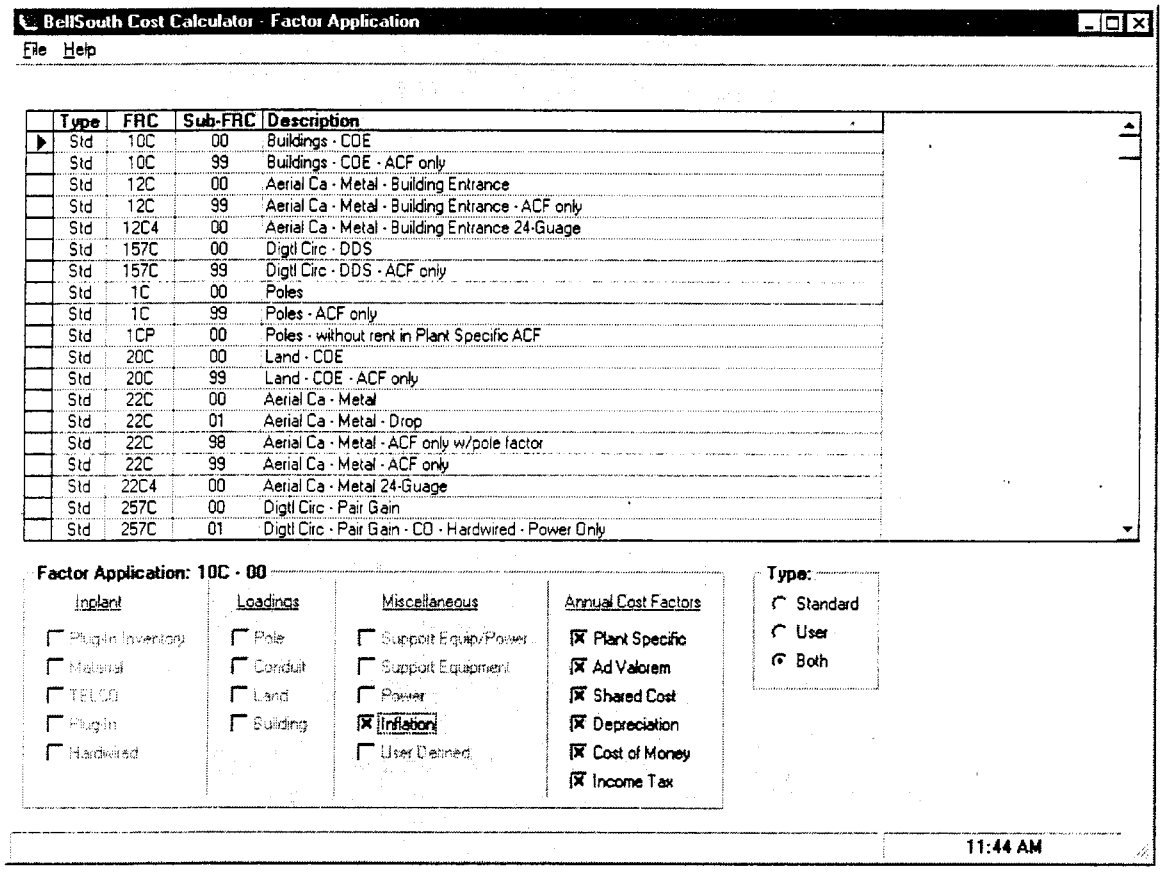
The elements in the scenario are displayed in an outline format much like Windows Explorer. Clicking a folder will open the folder and display the elements that are included in the folder. Clicking the folder again will close the folder.

Details

The details for each element are displayed at the bottom of the Elements Screen. When an element is selected in the element outline, the detail section will scroll to the detail record for that element.

Factor Application Screen

The Factor Application Screen is used to display the factor application matrix that is being used in a scenario. It is displayed by selecting the **Inputs | Factor Application** menu option on the **Scenario Edit Screen**. Below is an example of the Factor Application Screen:



The options that are available on this screen are detailed below.

Factor Application Screen

Menus

File

Print Setup - Select this option to designate and configure the printer that will be used to print reports.

Print - Select this option to print the factor application matrix.

Close current screen - Select this option to close the Factors Application Screen and return to the Scenario Edit Screen.

Help

Contents - Select this option to display the help table of contents.

Search - Select this option to search the help topics index.

About - Select this option to display version information.

FRC/Sub-FRC Table

The FRC/Sub-FRC table is populated with a record for every FRC/Sub-FRC combination. Included in the table are the record type (Std for Standard, User for User-defined), FRC, Sub-FRC, and description.

Factor Application

As you scroll through the FRC/Sub-FRC table, the factor application for each FRC/Sub-FRC combination is displayed. The factors that are applicable are denoted with an **X**.

Factors Screen

To display the Factors Screen, select the **Inputs | Factors** menu option on the **Scenario Edit Screen**. This screen may be used to display and modify factors in a scenario.

The data on this screen is arranged into the following categories displayed on tabbed file folders:

Inplant
Loadings
Miscellaneous
Annual Cost Factors (excluding Cost of Capital factors)
Cost of Capital
Disconnect Factors
Global

You may switch between the categories by clicking on the tabs.

Menus

File

Print Setup - Select this option to designate and configure the printer that will be used to print reports.

Print - Select this option to print factors reports.

Close current screen - Select this option to close the Factors Screen and return to the Scenario Edit Screen.

Edit

Undo changes since last save - Select this option to undo the changes made to one or more factor categories since the scenario was last saved.

Factors Screen

Menus

View

Current Scenario - Select this option to display the factors based on the current state of the scenario.

Current Scenario Before Changes - Select this option to display the factors as they were before changes were made to the scenario.

Sources

Capital Cost Calculator (Open) - Select this option to open the Capital Cost Calculator.

Capital Cost Calculator (Apply changes to BellSouth Cost Calculator) – Select this option to apply the changes in the Capital Cost Calculator to the current scenario. If applicable, the changes in the Capital Cost Calculator will be applied to the BellSouth Shared and Common Cost Application to regenerate Shared, Common, and TELRIC labor rates based on the new Cost of Capital factors.

Shared and Common Cost Application (Open) - Select this option to open the BellSouth Shared and Common Cost Application.

Shared and Common Cost (Apply changes to BellSouth Cost Calculator) – Select this option to apply the changes in the Shared and Common Cost Application to the current scenario. This includes the Shared, Common, and TELRIC labor rates.

Inflation Factor Methodology – Select this option to display an Excel worksheet that documents the methodology used to calculate Inflation factors.

Factors Screen

Help

Contents - Select this option to display the help table of contents.

Search - Select this option to search the help topics index.

About - Select this option to display version information.

Current Record

As you move around in the factors tables by clicking with the mouse or using the arrow keys, the description for the currently selected record will be displayed at the top of the tab.

Source

As you navigate the factors tables, the file that the factors were loaded from will be displayed as a blue hypertext link. To view a description of the file, click the link with the mouse. If a factor is not applicable for an FRC, "----" will be displayed in the table and the Source field will indicate that the factor is not applicable for the FRC in question.

Modifying Factors

You may modify the factors by clicking on the cell you want to modify, typing the new value, and pressing **<Enter>** or moving to another row in the table. If you type into a cell but do not press **<Enter>** or move to another row, you will lose your change if you click on another tab. Some factors may only be modified in the source model such as the Capital Cost Calculator or Shared and Common Cost Application. When you attempt to modify one of these factors, you will be informed that you will have to open the source model to modify these factors. If you manually update a factor, an indicator will be displayed below the Source field to indicate the manual update.

Labor Rates Screen

To display the Labor Rates Screen, select the **Inputs | Labor Rates** menu option on the **Scenario Edit Screen**. This screen may be used to display, and modify labor rates in a scenario.

Menus

File

Print Setup - Select this option to designate and configure the printer that will be used to print reports.

Print - Select this option to print labor rates reports.

Close current screen - Select this option to close the Labor Rates Screen and return to the Scenario Edit Screen.

Edit

Undo changes since last save - Select this option to undo the changes made to the labor rates since the scenario was last saved.

View

Current Scenario - Select this option to display the labor rates based on the current state of the scenario.

Current Scenario Before Changes - Select this option to display the labor rates as they were before changes were made to the scenario.

Options

Set TELRIC Labor Rates Equal To Direct Labor Rates - Select this option to set the TELRIC labor rates equal to the direct labor rates.

Set Direct Labor Rates Equal To TELRIC Labor Rates - Select this option to set the direct labor rates equal to the TELRIC labor rates.

Labor Rates Screen

Menus

Help

Contents - Select this option to display the help table of contents.

Search - Select this option to search the help topics index.

About - Select this option to display version information.

Current Record

As you move around in the labor rates table by clicking with the mouse or using the arrow keys, the description for the currently selected record will be displayed at the top of the tab.

Source

As you navigate the labor rates table, the name of the file that the labor rates were loaded from will be displayed as a blue hypertext link. To view the methodology for creating the labor rates, click the link with the mouse.

Modifying Labor Rates

You may modify the labor rates by clicking on the cell you want to modify, typing the new value, and pressing **<Enter>** or moving to another row in the table. If you manually update a labor rate, an indicator will be displayed below the Source field to indicate the manual update.

Investments, Additives, and Labor Screen

To display the Investments, Additives, and Labor Screen, select the **Inputs | Material Investments, Additives, and Labor** menu option on the **Scenario Edit Screen**. This screen may be used to display, and modify material investments, recurring and non-recurring labor work times, and recurring and non-recurring additives.

The data on this screen is arranged into the following categories displayed on tabbed file folders:

Investments
Recurring Additives
Non-Recurring Additives
Recurring Labor (Hours)
Non-Recurring Labor (Hours)

You may switch between the categories by clicking on the tabs.

Menus

File

Load Loop Model investments – Select this option to load investments from the Excel worksheets output by the BellSouth Loop Model. You will be prompted for the names and locations of the files to be loaded. ***This option is only available if the scenario contains elements with BellSouth Loop Model inputs.***

Print Setup - Select this option to designate and configure the printer that will be used to print reports.

Print - Select this option to print investments, additives, or labor reports.

Close current screen - Select this option to close this screen and return to the Scenario Edit Screen.

Investments, Additives and Labor Screen

Menus

Edit

Undo changes since last save - Select this option to undo the changes made to one or more investment categories since the scenario was last saved. You will be given the option of undoing changes to the selected record only, displayed elements only, or all elements. You may also undo changes made to the Excel input worksheets since the scenario was last saved.

View

Current Scenario - Select this option to display the values based on the current state of the scenario.

Current Scenario Before Changes - Select this option to display the values as they were before changes were made to the scenario.

Source

Open (*source*) – This option allows you to open the input source application for the currently selected record. As an alternative, as you scroll through the records, the Source hypertext link at the bottom of the tab will be updated with the name of the source application for the current element. You may also left-click this link to open the source application.

Apply changes in source to BellSouth Cost Calculator - Select this option to apply the changes that were made in the source application for the selected elements to the current scenario. You may also right-click the Source hypertext link at the bottom of the tab to apply the changes.

Current Record

As you move around in the investments, additives, and labor tables by clicking with the mouse or using the arrow keys, the description for the currently selected record will be displayed at the top of the tab.

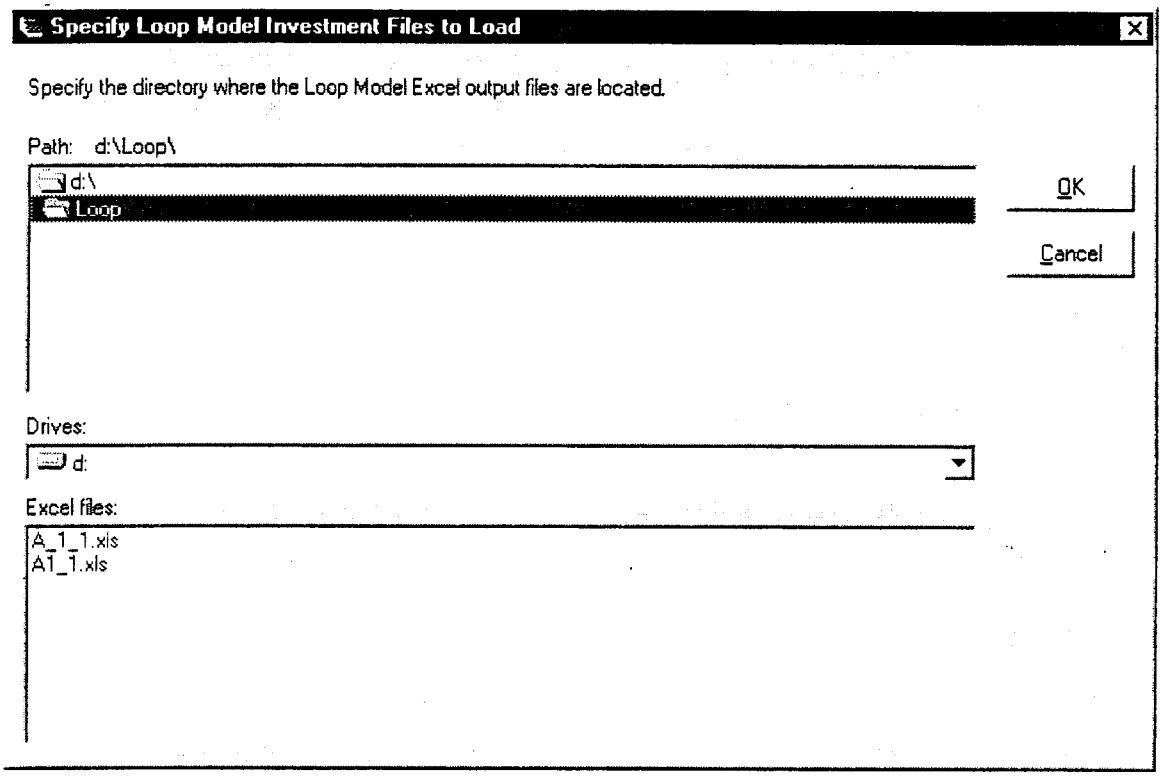
Investments, Additives and Labor Screen

Modifying Investments, Additives, and Labor

You may modify values by clicking on the cell you want to modify, typing the new value, and pressing **<Enter>** or moving to another row in the table. If you type into a cell but do not press **<Enter>** or move to another row, you will lose your change if you click on another tab.

Loading BellSouth Loop Model Investments

To load investment data from the worksheets created by the BellSouth Loop Model, select the **File | Load Loop Model investments** menu option on the **Investments, Additives, and Labor Screen**. The following dialog will be displayed:



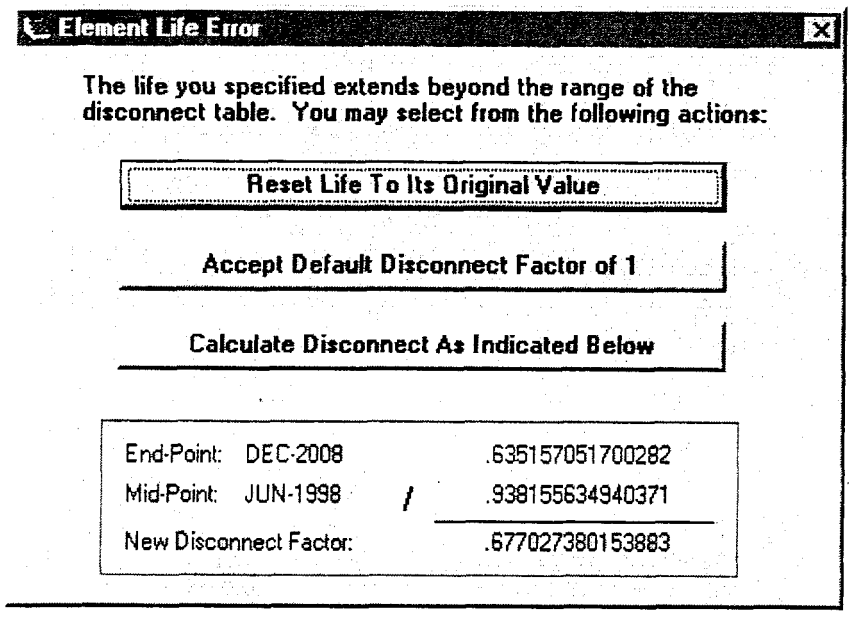
Because the BellSouth Loop Model is run independently of the Cost Calculator, you must tell the Cost Calculator where the files are located and the names of the files. Use the drive and directory selection boxes at the top of the screen to select the drive and directory where the Loop Model files are located. All Excel files in the selected directory will be displayed in the list at the bottom of the screen. To select a file, click the file name. You may select one or more files by holding down the **<Ctrl>** key while clicking the file names. You may select a range of files by clicking the first filename in the range and holding down the **<Shift>** key while clicking the last filename in the range.

Once you have selected the files to be loaded, click the **OK** button. The Cost Calculator will open each of the selected files and load the investment data into the current scenario.

To exit this screen without loading Loop Model investments, click the **Cancel** button.

Recalculating Disconnect Factors

The Disconnect Factor for each element is calculated based on the Element Life specified in the Non-Recurring Labor table. Changing the life for an element will result in the recalculation of the Disconnect Factor for that element. In the event that the life specified is beyond the available range (i.e. date is too far in the future), the following dialog will be displayed:



The following options are available:

Reset Life To Its Original Value
The Life will be restored to its value before you made the change.

Accept Default Disconnect Factor of 1
The Disconnect Factor will be set to 1.

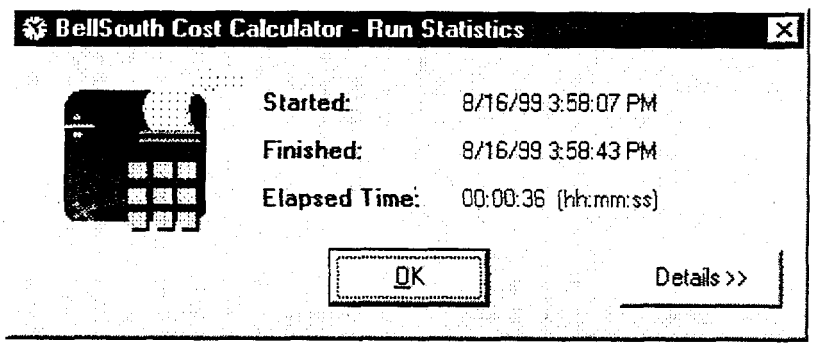
Calculate Disconnect As Indicated Below
The Disconnect Factor will be recalculated based on the End-Point factor for the last month in the disconnect lookup table. The calculation is displayed so that you may see what the factor will be.

Running A Scenario

To run the elements in a scenario, select the elements that you would like to run (refer to the *Outline View* and *Element View* topics in the topic entitled ***Scenario Edit Screen*** for details on selecting elements), click the Run button on the Toolbar on the **Scenario Edit Screen**. If you have completed all the steps necessary to build the scenario, the run will begin. If the scenario is incomplete, you will be told what remains to be done before the scenario can be run.

When the run begins, the Stop button on the Toolbar is enabled. To cancel the run before it completes, click the Stop button or press the Escape key. It may take a few seconds, but the run will be cancelled.

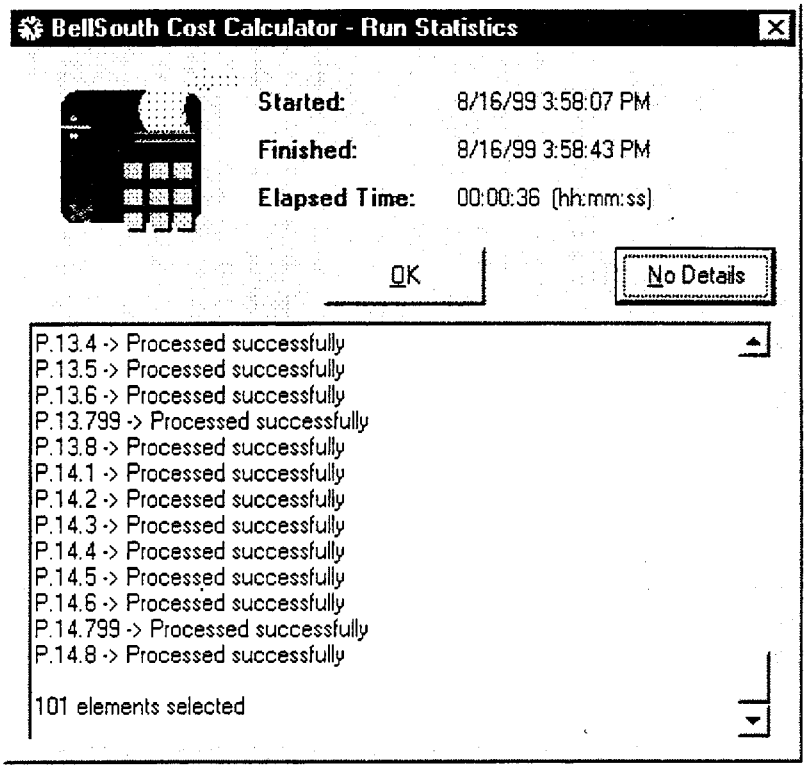
As the selected elements are processed, the status bar will be updated. The Run Statistics form will be displayed once the run is complete:



The start and finish times are displayed along with the total elapsed time.

Running A Scenario

If you would like to see more details about the run, click the **Details >>** button. The Run Statistics form will expand to display the details:



All of the elements that were selected for the run will be listed. The status of each element will be displayed and may be one of the following:

Processed successfully – The element was run successfully without error.

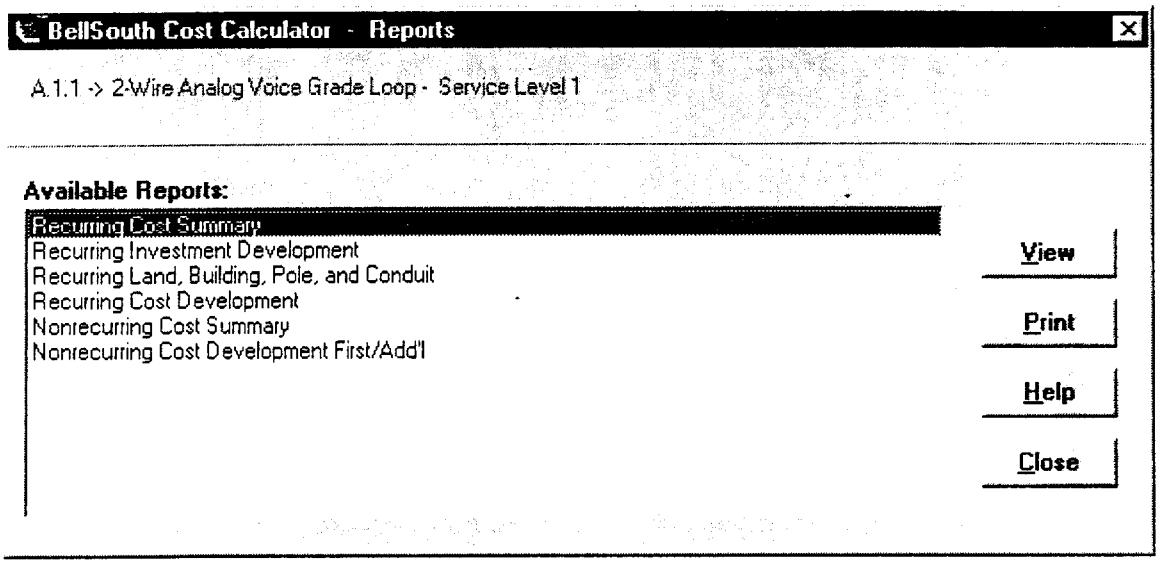
<<<<< ERROR >>>>> - An error occurred while the element was being processed. An error message should have been displayed during the run.

No output generated because element is an ICB – The element is an ICB, therefore no calculations were performed.

Cancelled – The element was selected for processing, but the run was stopped before the element could be processed.

Viewing Reports

When you choose to view the output reports for an element on the **Scenario Edit Screen**, the following report selection screen will be displayed:



At the top of the dialog, the element identifier and description are displayed. Depending on the element selected, a list of available reports is displayed. The following options are available:

View – To view a report, select it by clicking its name and then click the **View** button. You may optionally double-click the report to view it.

Print – To print a report, select it by clicking its name and then click the **Print** button.

Help – Click this button to display help.

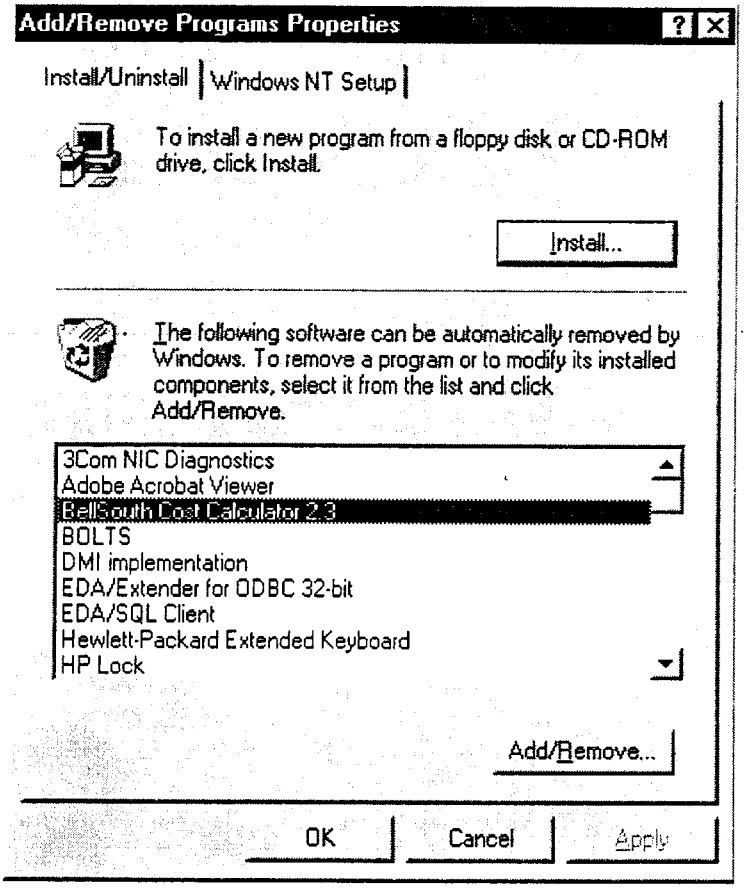
Close - Click this button to close this dialog and return to the **Scenario Edit Screen**.

Uninstalling BellSouth Cost Calculator

To uninstall the BellSouth Cost Calculator, you must follow standard procedure for uninstalling applications in Windows 95, 98, or NT 4.0:

1. Access the Windows **Control Panel** by clicking the Start button then Settings, then Control Panel.

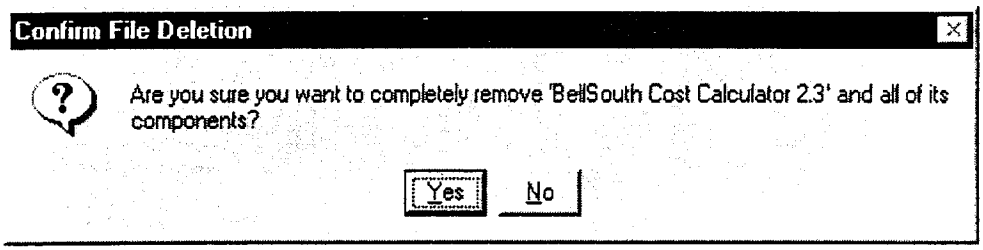
2. Double-click the **Add / Remove Programs** icon. The following dialog will be displayed:



3. Click the entry for BellSouth Cost Calculator 2.3 and then click the **Add/Remove** button.

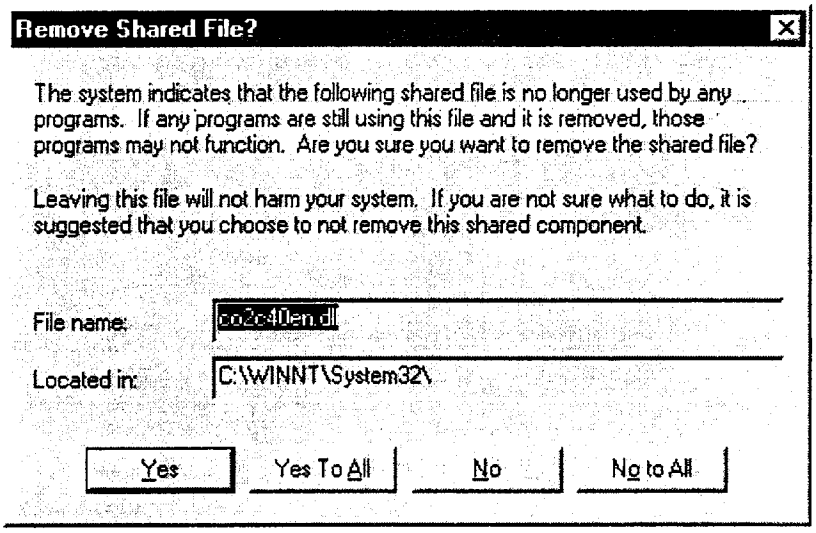
Uninstalling BellSouth Cost Calculator

4. You will be asked to confirm the removal of the application:



Click **Yes** to continue with the uninstallation or **No** to cancel.

5. **unInstallShield** will display the status of the application components as they are removed from your computer. Some of the files that were installed may be shared with other applications. **unInstallShield** will ask you if you want to remove these files:

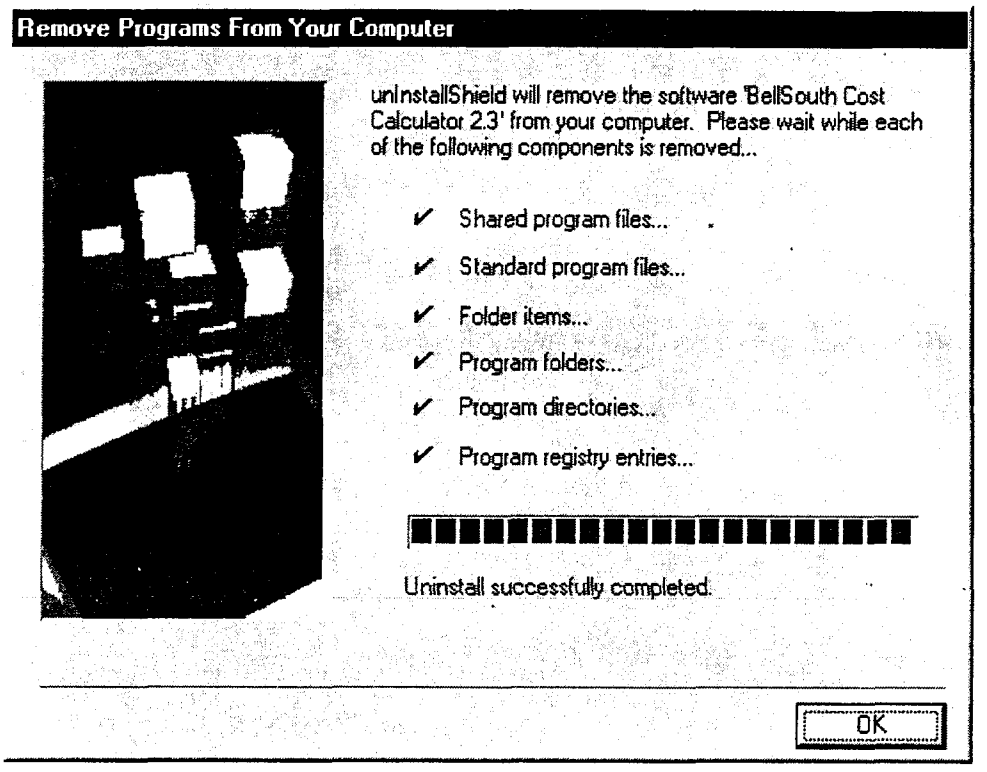


Although it may indicate that these files are no longer being used by any programs, it is highly recommended that you do not remove them. Click **No to All** to continue without uninstalling these files.

WARNING: If you choose to delete the shared files and there are other programs that use these files, those programs may stop working. If you uninstall these files by accident, you may reinstall them by installing the BellSouth Cost Calculator again and then uninstalling it, choosing* No to All. *This will restore the deleted files.

Uninstalling BellSouth Cost Calculator

6. The status screen will indicate when unInstallShield has completed the removal of the application:



unInstallShield can only remove files that were copied to your computer during the installation process. Files that have been created by the application since installation will not be removed. To see a list of what unInstallShield did not remove, click the **Details** button. You will have to manually remove these items.

Click **OK** to complete the uninstallation. BellSouth Cost Calculator 2.3 should no longer appear in the **Add / Remove Program Properties** dialog.

FLORIDA DOCKET NO. 000649-TP
APPENDIX D

BellSouth cost calculator output reports

Recurring Cost Summary

Florida

J.4.1 Line Sharing Splitter, per System 96 Line Capacity in the Central Office (LSOD)

	Volume Sensitive				Volume Insensitive			
Description	Direct Cost	Shared Cost		TELRIC	Direct Cost	Shared Cost		TELRIC
Recurring Cost Development Reports	$175.5656	$13.7393		$189.3049	$0.0000	$0.0000		$0.0000
LABOR EXPENSES:								
OTHER EXPENSES:								
Total Monthly Cost	$175.5656	$13.7393		$189.3049	$0.0000	$0.0000		$0.0000
Gross Receipts Tax Factor			X	1.001713			X	1.001713
Cost (Including Gross Receipts Tax)				$189.6291				$0.0000
Common Cost Factor			X	1.0624			X	1.0624
Monthly Economic Cost				$201.4620				$0.0000

Total Monthly Economic Cost: $201.4620

Source: BSCC 2.4

Florida

J.4.1 Line Sharing Splitter, per System 96 Line Capacity in the Central Office (LSOD)

Description	FRC	Sub FRC	A Material	B Inflation Factor	C=AxB Adjusted Material	In-Plant Factors (Default = 1) D1 Plug-in Inventory Factor	D2 Mat'l Factor	D3 Telco Factor	D4 Plug-in Factor	D5 Hardwire Factor	E=Cx(D1xD2 x...xD5) In-Plant Investment	F Supporting Equipment &/or Power Loading	G=ExF Total Investment
Digtl Circ - Pair Gain - C.O. - Hardwired - MCEP	257C	03	$187.5000	0.9800	$183.7500	NA	NA	NA	NA	2.5184	$462.7593	1.0251	$474.3524
Digtl Circ - Pair Gain - C.O. - Combined - MCEP	257C	15	$4,859.0000	0.9800	$4,761.8200	NA	1.5742	NA	NA	NA	$7,496.1570	1.0251	$7,683.9508
Digital Elec Switch - MDF	377C	05	$447.9755	1.0201	$456.9949	NA	1.3249	NA	NA	NA	$605.4533	1.1011	$666.6489
											$8,564.3697		$8,824.9520

Florida

J.4.1 Line Sharing Splitter, per System 96 Line Capacity in the Central Office (LSOD)

Description	FRC	Sub FRC	Investment	A=Prev Page Col G	B Land Factor	C=AxB Land Investment	D Building Factor	E=AxD Building Investment	F Pole Factor	G=AxF Pole Investment	H Conduit Factor	I=AxH Conduit Investment
Digtl Circ - Pair Gain - C.O. - Hardwired - MCEP	257C	03	$474.3524		0.0078	$3.6772	0.1267	$60.0805	NA	$0.0000	NA	$0.0000
Digtl Circ - Pair Gain - C.O. - Combined - MCEP	257C	15	$7,683.9508		0.0078	$59.5660	0.1267	$973.2338	NA	$0.0000	NA	$0.0000
Digital Elec Switch - MDF	377C	05	$666.6489		0.0078	$5.1679	0.1267	$84.4364	NA	$0.0000	NA	$0.0000
					FRC 20C:	$68.4110	**FRC 10C:**	$1,117.7508	**FRC 1C:**	$0.0000	**FRC 4C:**	$0.0000

Florida

J.4.1 Line Sharing Splitter, per System 96 Line Capacity in the Central Office (LSOD)

Description	FRC	A Investment	B=AxFactor Depreciation & Factor	C=AxFactor Cost of Money & Factor	D=AxFactor Income Tax & Factor	E=AxFactor Plant Specific Expense & Factor	F=AxFactor Ad Valorem Expense & Factor	I=(B+C+D+E+F) Direct Cost
Buildings - COE	10C	$1,117.7508	$23.4308	$99.8293	$47.3555	$60.9577	$10.6354	$242.2086
			0.0210	0.0893	0.0424	0.0545	0.0095	
Poles	1C	$0.0000	$0.0000	$0.0000	$0.0000	$0.0000	$0.0000	$0.0000
			0.0439	0.0723	0.0343	0.0204	0.0095	
Land - COE	20C	$68.4110	$0.0000	$7.6949	$3.6502	$0.0000	$0.6509	$11.9960
			0.0000	0.1125	0.0534	0.0000	0.0095	
Digtl Circ - Pair Gain	257C	$8,158.3031	$916.0401	$400.4146	$189.9425	$131.2916	$77.6263	$1,715.3150
			0.1123	0.0491	0.0233	0.0161	0.0095	
Digital Elec Switch	377C	$666.6489	$65.7372	$34.2280	$16.2365	$14.7223	$6.3432	$137.2671
			0.0986	0.0513	0.0244	0.0221	0.0095	
Conduit Systems	4C	$0.0000	$0.0000	$0.0000	$0.0000	$0.0000	$0.0000	$0.0000
			0.0118	0.0823	0.0390	0.0026	0.0095	
		$10,011.1138						$2,106.7867
Monthly Cost(Total / 12):								$175.5656

Florida

J.4.1 Line Sharing Splitter, per System 96 Line Capacity in the Central Office (LSOD)

Description	FRC	A Investment	B=Prev Rpt Col I Direct Cost	C Shared Cost Factor	D=AxC Shared Cost	E=B+D TELRIC
Buildings - COE	10C	$1,117.7508	$242.2086	0.0001	$0.1118	$242.3204
Poles	1C	$0.0000	$0.0000	0.0137	$0.0000	$0.0000
Land - COE	20C	$68.4110	$11.9960	0.0000	$0.0000	$11.9960
Digtl Circ - Pair Gain	257C	$8,158.3031	$1,715.3150	0.0187	$152.5603	$1,867.8752
Digital Elec Switch	377C	$666.6489	$137.2671	0.0183	$12.1997	$149.4668
Conduit Systems	4C	$0.0000	$0.0000	0.0098	$0.0000	$0.0000
		$10,011.1138	$2,106.7867		$164.8717	$2,271.6584
Monthly Costs (Total / 12):			$175.5656		$13.7393	$189.3049

Source: BSCC 2.4

Florida

J.4.1 Line Sharing Splitter, per System 96 Line Capacity in the Central Office (LSOD)

	Nonrecurring Cost					
	Installation - First			Installation - Additional		
Description	Direct Cost	Shared Cost	TELRIC	Direct Cost	Shared Cost	TELRIC
Nonrecurring Cost Development Reports	$443.0897	$0.0000	$443.0897	$0.0000	$0.0000	$0.0000
OTHER EXPENSES:						
Total Cost	$443.0897	$0.0000	$443.0897	$0.0000	$0.0000	$0.0000
Gross Receipts Tax Factor			X 1.001713			X 1.001713
Cost (Including Gross Recepts Tax)			$443.8487			$0.0000
Common Cost Factor			X 1.0624			X 1.0624
Economic Cost			$471.5449			$0.0000

Source: BSCC 2.4

Florida

J.4.1 Line Sharing Splitter, per System 96 Line Capacity in the Central Office (LSOD)

	Nonrecurring Cost					
	Disconnect - First			Disconnect - Additional		
Description	Direct Cost	Shared Cost	TELRIC	Direct Cost	Shared Cost	TELRIC
Nonrecurring Cost Development Reports	$377.7590	$0.0000	$377.7590	$0.0000	$0.0000	$0.0000
OTHER EXPENSES:						
Total Cost	$377.7590	$0.0000	$377.7590	$0.0000	$0.0000	$0.0000
Gross Receipts Tax Factor			X 1.001713			X 1.001713
Cost (Including Gross Recepts Tax)			$378.4061			$0.0000
Common Cost Factor			X 1.0624			X 1.0624
Economic Cost			$402.0186			$0.0000

Source: BSCC 2.4

Florida

J.4.1 Line Sharing Splitter, per System 96 Line Capacity in the Central Office (LSOD)

				A	B	C	D=AxC	E=BxC	F	G=ExF
Function	JFC/ Payband	JFC/Payband Description	NRC Type	Installation Worktimes	Disconnect Worktimes	Direct Labor Rate	Installation Cost	Disconnect Cost	Disconnect Discount Factor	Discounted Disconnect Cost
COSMOS / SWITCH	2730	Network Services Clerical	First	4.0000	2.0000	$29.10	$116.4000	$58.2000	1.1563	$67.2980
			Add'l	0.0000	0.0000		$0.0000	$0.0000		$0.0000
Circuit Capacity Management	34XX	Ntwk & Eng Planning (FG20)	First	3.0000	3.0000	$50.98	$152.9400	$152.9400	1.1563	$176.8481
			Add'l	0.0000	0.0000		$0.0000	$0.0000		$0.0000
Complex Resale Support Group .	221X	Complex Resale Support Group (CRSG)	First	0.7400	0.7400	$31.17	$23.0658	$23.0658	1.1563	$26.6715
			Add'l	0.0000	0.0000		$0.0000	$0.0000		$0.0000
Complex Resale Support Group	SDWC	Systems Designer w/Sales Com	First	0.6700	0.6700	$51.17	$34.2839	$34.2839	1.1563	$39.6433
			Add'l	0.0000	0.0000		$0.0000	$0.0000		$0.0000
COSMOS / SWITCH	2730	Network Services Clerical	First	4.0000	2.0000	$29.10	$116.4000	$58.2000	1.1563	$67.2980
			Add'l	0.0000	0.0000		$0.0000	$0.0000		$0.0000
						Total First	$443.0897		**Total First**	$377.7590
						Total Add'l	$0.0000		**Total Add'l**	$0.0000

Florida

J.4.1 Line Sharing Splitter, per System 96 Line Capacity in the Central Office (LSOD)

				A	B	C	D=AxC	E=BxC	F	G=ExF
Function	JFC/ Payband	JFC/Payband Description	NRC Type	Installation Worktimes	Disconnect Worktimes	TELRIC Labor Rate	Installation Cost	Disconnect Cost	Disconnect Discount Factor	Discounted Disconnect Cost
COSMOS / SWITCH	2730	Network Services Clerical	First	4.0000	2.0000	$29.10	$116.4000	$58.2000	1.1563	$67.2980
			Add'l	0.0000	0.0000		$0.0000	$0.0000		$0.0000
Circuit Capacity Management	34XX	Ntwk & Eng Planning (FG20)	First	3.0000	3.0000	$50.98	$152.9400	$152.9400	1.1563	$176.8481
			Add'l	0.0000	0.0000		$0.0000	$0.0000		$0.0000
Complex Resale Support Group	221X	Complex Resale Support Group (CRSG)	First	0.7400	0.7400	$31.17	$23.0658	$23.0658	1.1563	$26.6715
			Add'l	0.0000	0.0000		$0.0000	$0.0000		$0.0000
Complex Resale Support Group	SDWC	Systems Designer w/Sales Com	First	0.6700	0.6700	$51.17	$34.2839	$34.2839	1.1563	$39.6433
			Add'l	0.0000	0.0000		$0.0000	$0.0000		$0.0000
COSMOS / SWITCH	2730	Network Services Clerical	First	4.0000	2.0000	$29.10	$116.4000	$58.2000	1.1563	$67.2980
			Add'l	0.0000	0.0000		$0.0000	$0.0000		$0.0000
						Total First	$443.0897		**Total First**	$377.7590
						Total Add'l	$0.0000		**Total Add'l**	$0.0000

Source: BSCC 2.4

Recurring Cost Summary

Florida
J.4.2 Line Sharing Splitter, per System 24 Line Capacity in the Central Office (LSOD)

Description	Volume Sensitive Direct Cost	Volume Sensitive Shared Cost		Volume Sensitive TELRIC	Volume Insensitive Direct Cost	Volume Insensitive Shared Cost		Volume Insensitive TELRIC
Recurring Cost Development Reports	$43.8914	$3.4348		$47.3262	$0.0000	$0.0000		$0.0000
LABOR EXPENSES:								
OTHER EXPENSES:								
Total Monthly Cost	$43.8914	$3.4348		$47.3262	$0.0000	$0.0000		$0.0000
Gross Receipts Tax Factor			X	1.001713			X	1.001713
Cost (Including Gross Receipts Tax)				$47.4073				$0.0000
Common Cost Factor			X	1.0624			X	1.0624
Monthly Economic Cost				$50.3655				$0.0000

Total Monthly Economic Cost: $50.3655

Florida

J.4.2 Line Sharing Splitter, per System 24 Line Capacity in the Central Office (LSOD)

Description	FRC	Sub FRC	A Material	B Inflation Factor	C=AxB Adjusted Material	D1 Plug-in Inventory Factor	D2 Mat'l Factor	D3 Telco Factor	D4 Plug-in Factor	D5 Hardwire Factor	E=Cx(D1xD2 x...xD5) In-Plant Investment	F Supporting Equipment &/or Power Loading	G=ExF Total Investment
						In-Plant Factors (Default = 1)							
Digtl Circ - Pair Gain - C.O. - Hardwired - MCEP	257C	03	$46.8750	0.9800	$45.9375	NA	NA	NA	NA	2.5184	$115.6898	1.0251	$118.5881
Digtl Circ - Pair Gain - C.O. - Combined - MCEP	257C	15	$1,214.7500	0.9800	$1,190.4550	NA	1.5742	NA	NA	NA	$1,874.0393	1.0251	$1,920.9877
Digital Elec Switch - MDF	377C	05	$111.9939	1.0201	$114.2487	NA	1.3249	NA	NA	NA	$151.3633	1.1011	$166.6622
											$2,141.0924		$2,206.2380

Saving A Scenario

When you create a scenario or make changes to an existing scenario, the changes are not made permanent until you save the scenario.

Note: If you close a scenario without saving it, all changes that you made to it will be lost!

To save a scenario click the **File | Save** menu option or **Save Study Scenario** toolbar button on the **Scenario Edit Screen**.

Saving An Existing Scenario

If the scenario you are working on has been saved previously, using the **File | Save Scenario** menu option or **Save Scenario** toolbar button will overwrite the existing scenario without prompting you.

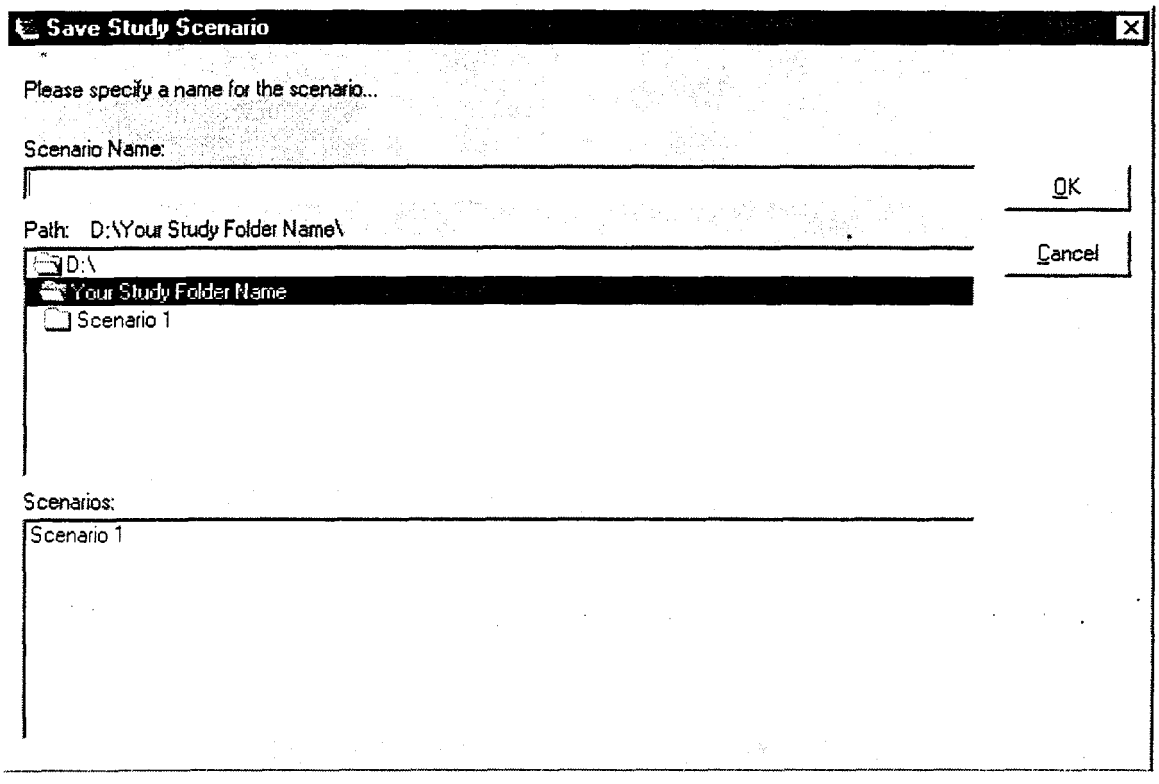
Note: If you want to save the changes to a different scenario name you must use the File | Save As menu option.

Saving A New Scenario

If you have created a new scenario or would like to save an existing scenario to a new name, use the **Save Scenario As** menu option. You will be prompted for a name for the new scenario:

Saving A Scenario

Saving A New Scenario



To save the scenario, specify a name in the Scenario Name text box and click **OK**.

Note: You may use the directory box to select another study directory in which to save the scenario. If you choose to do this, the specified directory will become the active directory.

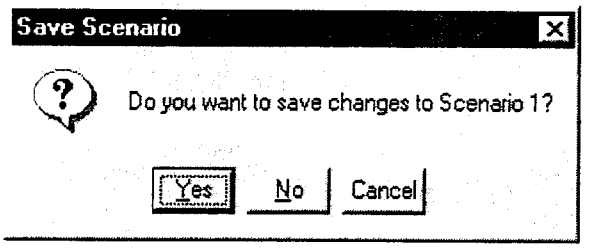
If you would like to overwrite an existing scenario that is listed in the Scenarios list, click the name of the scenario in the list or type it in the Scenario Name text box and click **OK**. You will be prompted to confirm that you really want to overwrite the scenario.

Depending on the number of input or output Excel files that have been updated in the scenario, the save may take up to approximately 30 seconds. Fewer updates will result in a much faster save time.

To exit this dialog without saving the scenario, click **Cancel**.

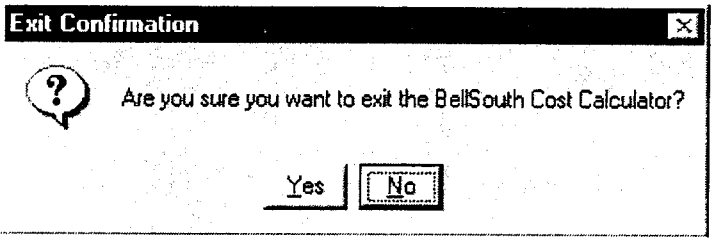
Exiting The BellSouth Cost Calculator

To exit the BellSouth Cost Calculator, select the **File | Exit BellSouth Cost Calculator** menu option on the **Scenario Edit Screen**. If a scenario is currently open and has been changed, you will be asked if you would like to save the changes:



Click **Yes** to save the scenario, **No** to close the scenario without saving it, or **Cancel** to abort the exit.

If you click **Yes** or **No**, the following confirmation will be displayed:



To exit, click **Yes**. To continue working in the BellSouth Cost Calculator, click **No**.

Florida

J.4.2 Line Sharing Splitter, per System 24 Line Capacity in the Central Office (LSOD)

Description	FRC	Sub FRC	Investment	Land Factor	Land Investment	Building Factor	Building Investment	Pole Factor	Pole Investment	Conduit Factor	Conduit Investment
			A=Prev Page Col G	B	C=AxB	D	E=AxD	F	G=AxF	H	I=AxH
Digtl Circ - Pair Gain - C.O. - Hardwired - MCEP	257C	03	$118.5881	0.0078	$0.9193	0.1267	$15.0201	NA	$0.0000	NA	$0.0000
Digtl Circ - Pair Gain - C.O. - Combined - MCEP	257C	15	$1,920.9877	0.0078	$14.8915	0.1267	$243.3085	NA	$0.0000	NA	$0.0000
Digital Elec Switch - MDF	377C	05	$166.6622	0.0078	$1.2920	0.1267	$21.1091	NA	$0.0000	NA	$0.0000
				FRC 20C:	$17.1028	**FRC 10C:**	$279.4377	**FRC 1C:**	$0.0000	**FRC 4C:**	$0.0000

Source: BSCC 2.4

Florida

J.4.2 Line Sharing Splitter, per System 24 Line Capacity in the Central Office (LSOD)

Description	FRC	A Investment	B=AxFactor Depreciation & Factor	C=AxFactor Cost of Money & Factor	D=AxFactor Income Tax & Factor	E=AxFactor Plant Specific Expense & Factor	F=AxFactor Ad Valorem Expense & Factor	I=(B+C+D+E+F) Direct Cost
Buildings - COE	10C	$279.4377	$5.8577	$24.9573	$11.8389	$15.2394	$2.6588	$60.5522
			0.0210	0.0893	0.0424	0.0545	0.0095	
Poles	1C	$0.0000	$0.0000	$0.0000	$0.0000	$0.0000	$0.0000	$0.0000
			0.0439	0.0723	0.0343	0.0204	0.0095	
Land - COE	20C	$17.1028	$0.0000	$1.9237	$0.9125	$0.0000	$0.1627	$2.9990
			0.0000	0.1125	0.0534	0.0000	0.0095	
Digtl Circ - Pair Gain	257C	$2,039.5758	$229.0100	$100.1037	$47.4856	$32.8229	$19.4066	$428.8287
			0.1123	0.0491	0.0233	0.0161	0.0095	
Digital Elec Switch	377C	$166.6622	$16.4343	$8.5570	$4.0591	$3.6806	$1.5858	$34.3168
			0.0986	0.0513	0.0244	0.0221	0.0095	
Conduit Systems	4C	$0.0000	$0.0000	$0.0000	$0.0000	$0.0000	$0.0000	$0.0000
			0.0118	0.0823	0.0390	0.0026	0.0095	
		$2,502.7785						$526.6967
Monthly Cost(Total / 12):								$43.8914

Florida

J.4.2 Line Sharing Splitter, per System 24 Line Capacity in the Central Office (LSOD)

		A	B=Prev Rpt Col I	C	D=AxC	E=B+D
Description	**FRC**	**Investment**	**Direct Cost**	**Shared Cost Factor**	**Shared Cost**	**TELRIC**
Buildings - COE	10C	$279.4377	$60.5522	0.0001	$0.0279	$60.5801
Poles	1C	$0.0000	$0.0000	0.0137	$0.0000	$0.0000
Land - COE	20C	$17.1028	$2.9990	0.0000	$0.0000	$2.9990
Digtl Circ - Pair Gain	257C	$2,039.5758	$428.8287	0.0187	$38.1401	$466.9688
Digital Elec Switch	377C	$166.6622	$34.3168	0.0183	$3.0499	$37.3667
Conduit Systems	4C	$0.0000	$0.0000	0.0098	$0.0000	$0.0000
		$2,502.7785	$526.6967		$41.2179	$567.9146
Monthly Costs (Total / 12):			$43.8914		$3.4348	$47.3262

Source: BSCC 2.4

Recurring Cost Summary

Florida
J.4.2 Line Sharing Splitter, per System 24 Line Capacity in the Central Office (LSOD)

	Nonrecurring Cost					
	Installation - First			Installation - Additional		
Description	Direct Cost	Shared Cost	TELRIC	Direct Cost	Shared Cost	TELRIC
Nonrecurring Cost Development Reports	$210.2897	$0.0000	$210.2897	$0.0000	$0.0000	$0.0000
OTHER EXPENSES:						
Total Cost	$210.2897	$0.0000	$210.2897	$0.0000	$0.0000	$0.0000
Gross Receipts Tax Factor			X 1.001713			X 1.001713
Cost (Including Gross Recepts Tax)			$210.6499			$0.0000
Common Cost Factor			X 1.0624			X 1.0624
Economic Cost			$223.7945			$0.0000

Florida

J.4.2 Line Sharing Splitter, per System 24 Line Capacity in the Central Office (LSOD)

	Nonrecurring Cost					
	Disconnect - First			Disconnect - Additional		
Description	Direct Cost	Shared Cost	TELRIC	Direct Cost	Shared Cost	TELRIC
Nonrecurring Cost Development Reports	$243.1629	$0.0000	$243.1629	$0.0000	$0.0000	$0.0000
OTHER EXPENSES:						
Total Cost	$243.1629	$0.0000	$243.1629	$0.0000	$0.0000	$0.0000
Gross Receipts Tax Factor			X 1.001713			X 1.001713
Cost (Including Gross Recepts Tax)			$243.5794			$0.0000
Common Cost Factor			X 1.0624			X 1.0624
Economic Cost			$258.7788			$0.0000

Florida

J.4.2 Line Sharing Splitter, per System 24 Line Capacity in the Central Office (LSOD)

				A	B	C	D=AxC	E=BxC	F	G=ExF
Function	**JFC/ Payband**	**JFC/Payband Description**	**NRC Type**	**Installation Worktimes**	**Disconnect Worktimes**	**Direct Labor Rate**	**Installation Cost**	**Disconnect Cost**	**Disconnect Discount Factor**	**Discounted Disconnect Cost**
Circuit Capacity Management	34XX	Ntwk & Eng Planning (FG20)	First	3.0000	3.0000	$50.98	$152.9400	$152.9400	1.1563	$176.8481
			Add'l	0.0000	0.0000		$0.0000	$0.0000		$0.0000
Complex Resale Support Group	221X	Complex Resale Support Group (CRSG)	First	0.7400	0.7400	$31.17	$23.0658	$23.0658	1.1563	$26.6715
			Add'l	0.0000	0.0000		$0.0000	$0.0000		$0.0000
Complex Resale Support Group	SDWC	Systems Designer w/Sales Com	First	0.6700	0.6700	$51.17	$34.2839	$34.2839	1.1563	$39.6433
			Add'l	0.0000	0.0000		$0.0000	$0.0000		$0.0000
						Total First	$210.2897		**Total First**	$243.1629
						Total Add'l	$0.0000		**Total Add'l**	$0.0000

Source: BSCC 2.4

Recurring Cost Summary

Florida

J.4.2 Line Sharing Splitter, per System 24 Line Capacity in the Central Office (LSOD)

				A	B	C	D=AxC	E=BxC	F	G=ExF
Function	**JFC/ Payband**	**JFC/Payband Description**	**NRC Type**	**Installation Worktimes**	**Disconnect Worktimes**	**TELRIC Labor Rate**	**Installation Cost**	**Disconnect Cost**	**Disconnect Discount Factor**	**Discounted Disconnect Cost**
Circuit Capacity Management	34XX	Ntwk & Eng Planning (FG20)	First	3.0000	3.0000	$50.98	$152.9400	$152.9400	1.1563	$176.8481
			Add'l	0.0000	0.0000		$0.0000	$0.0000		$0.0000
Complex Resale Support Group	221X	Complex Resale Support Group (CRSG)	First	0.7400	0.7400	$31.17	$23.0658	$23.0658	1.1563	$26.6715
			Add'l	0.0000	0.0000		$0.0000	$0.0000		$0.0000
Complex Resale Support Group	SDWC	Systems Designer w/Sales Com	First	0.6700	0.6700	$51.17	$34.2839	$34.2839	1.1563	$39.6433
			Add'l	0.0000	0.0000		$0.0000	$0.0000		$0.0000
						Total First	$210.2897		**Total First**	$243.1629
						Total Add'l	$0.0000		**Total Add'l**	$0.0000

Source: BSCC 2.4

Florida
J.4.3 Line Sharing Splitter - per Line Activation in the Central Office (LSOD)

Description	Volume Sensitive Direct Cost	Volume Sensitive Shared Cost		Volume Sensitive TELRIC	Volume Insensitive Direct Cost	Volume Insensitive Shared Cost		Volume Insensitive TELRIC
Recurring Cost Development Reports	$5.1510	$0.0001		$5.1510	$0.0000	$0.0000		$0.0000
LABOR EXPENSES:								
OTHER EXPENSES:								
Telcordia Solution	$2.0965	$0.0000		$2.0965	$0.0000	$0.0000		$0.0000
Total Monthly Cost	$7.2475	$0.0001		$7.2475	$0.0000	$0.0000		$0.0000
Gross Receipts Tax Factor			X	1.001713			X	1.001713
Cost (Including Gross Receipts Tax)				$7.2599				$0.0000
Common Cost Factor			X	1.0624			X	1.0624
Monthly Economic Cost				$7.7130				$0.0000

Total Monthly Economic Cost: $7.7130

Florida

J.4.3 Line Sharing Splitter - per Line Activation in the Central Office (LSOD)

			A	B	C=AxB	D1	D2	D3	D4	D5	E=Cx(D1xD2 x...xD5)	F	G=ExF
						In-Plant Factors (Default = 1)							
Description	FRC	Sub FRC	Material	Inflation Factor	Adjusted Material	Plug-in Inventory Factor	Mat'l Factor	Telco Factor	Plug-in Factor	Hardwire Factor	In-Plant Investment	Supporting Equipment &/or Power Loading	Total Investment
Intangibles - General Purpose Software RTU	460C	00	$192.6355	NA	$192.6355	NA	NA	NA	NA	NA	$192.6355	NA	$192.6355
General Purpose Computers/Data Cntr Env	530C	00	$17.3063	NA	$17.3063	NA	NA	NA	NA	NA	$17.3063	NA	$17.3063
General Purpose Computers/Data Controller & Work Sta Equip	630C	00	$0.7384	NA	$0.7384	NA	NA	NA	NA	NA	$0.7384	NA	$0.7384
											$210.6802		$210.6802

Florida

J.4.3 Line Sharing Splitter - per Line Activation in the Central Office (LSOD)

Description	FRC	Sub FRC	Investment	A=Prev Page Col G	B Land Factor	C=AxB Land Investment	D Building Factor	E=AxD Building Investment	F Pole Factor	G=AxF Pole Investment	H Conduit Factor	I=AxH Conduit Investment
Intangibles - General Purpose Software RTU	460C	00	$192.6355		NA	$0.0000	NA	$0.0000	NA	$0.0000	NA	$0.0000
General Purpose Computers/Data Cntr Env	530C	00	$17.3063		0.0282	$0.4874	0.5438	$9.4104	NA	$0.0000	NA	$0.0000
General Purpose Computers/Data Controller & Work Sta Equip	630C	00	$0.7384		0.0282	$0.0208	0.5438	$0.4015	NA	$0.0000	NA	$0.0000
					FRC 20C:	$0.5082	**FRC 10C:**	$9.8119	**FRC 1C:**	$0.0000	**FRC 4C:**	$0.0000

Recurring Cost Summary

Florida

J.4.3 Line Sharing Splitter - per Line Activation in the Central Office (LSOD)

Description	FRC	A Investment	B=AxFactor Depreciation & Factor	C=AxFactor Cost of Money & Factor	D=AxFactor Income Tax & Factor	E=AxFactor Plant Specific Expense & Factor	F=AxFactor Ad Valorem Expense & Factor	I=(B+C+D +E+F) Direct Cost
Buildings - COE	10C	$9.8119	$0.2057	$0.8763	$0.4157	$0.5351	$0.0934	$2.1262
			0.0210	0.0893	0.0424	0.0545	0.0095	
Poles	1C	$0.0000	$0.0000	$0.0000	$0.0000	$0.0000	$0.0000	$0.0000
			0.0439	0.0723	0.0343	0.0204	0.0095	
Land - COE	20C	$0.5082	$0.0000	$0.0572	$0.0271	$0.0000	$0.0048	$0.0891
			0.0000	0.1125	0.0534	0.0000	0.0095	
Intangibles - General Purpose Software RTU	460C	$192.6355	$38.5271	$9.3206	$4.4214	$0.0000	$1.8329	$54.1020
			0.2000	0.0484	0.0230	NA	0.0095	
Conduit Systems	4C	$0.0000	$0.0000	$0.0000	$0.0000	$0.0000	$0.0000	$0.0000
			0.0118	0.0823	0.0390	0.0026	0.0095	
General Purpose Computers/Data Cntr Env	530C	$17.3063	$3.6736	$0.9706	$0.4604	$0.0000	$0.1647	$5.2693
			0.2123	0.0561	0.0266	NA	0.0095	
General Purpose Computers/Data Controller & Work Sta Equip	630C	$0.7384	$0.1567	$0.0414	$0.0196	$0.0000	$0.0070	$0.2248
			0.2123	0.0561	0.0266	NA	0.0095	
		$221.0003						$61.8114

Monthly Cost(Total / 12): $5.1510

Source: BSCC 2.4

Florida
J.4.3 Line Sharing Splitter - per Line Activation in the Central Office (LSOD)

Description	FRC	A Investment	B=Prev Rpt Col I Direct Cost	C Shared Cost Factor	D=AxC Shared Cost	E=B+D TELRIC
Buildings - COE	10C	$9.8119	$2.1262	0.0001	$0.0010	$2.1272
Poles	1C	$0.0000	$0.0000	0.0137	$0.0000	$0.0000
Land - COE	20C	$0.5082	$0.0891	0.0000	$0.0000	$0.0891
Intangibles - General Purpose Software RTU	460C	$192.6355	$54.1020	NA	$0.0000	$54.1020
Conduit Systems	4C	$0.0000	$0.0000	0.0098	$0.0000	$0.0000
General Purpose Computers/Data Cntr Env	530C	$17.3063	$5.2693	NA	$0.0000	$5.2693
General Purpose Computers/Data Controller & Work Sta Equip	630C	$0.7384	$0.2248	NA	$0.0000	$0.2248
		$221.0003	$61.8114		$0.0010	$61.8124
Monthly Costs (Total / 12):			$5.1510		$0.0001	$5.1510

Florida

J.4.3 Line Sharing Splitter - per Line Activation in the Central Office (LSOD)

	Nonrecurring Cost					
	Installation - First			Installation - Additional		
Description	Direct Cost	Shared Cost	TELRIC	Direct Cost	Shared Cost	TELRIC
Nonrecurring Cost Development Reports	$34.7899	$0.0000	$34.7899	$19.9215	$0.0000	$19.9215
OTHER EXPENSES:						
Total Cost	$34.7899	$0.0000	$34.7899	$19.9215	$0.0000	$19.9215
Gross Receipts Tax Factor			X 1.001713			X 1.001713
Cost (Including Gross Recepts Tax)			$34.8495			$19.9556
Common Cost Factor			X 1.0624			X 1.0624
Economic Cost			$37.0242			$21.2009

Source: BSCC 2.4

Florida

J.4.3 Line Sharing Splitter - per Line Activation in the Central Office (LSOD)

	Nonrecurring Cost					
	Disconnect - First			Disconnect - Additional		
Description	Direct Cost	Shared Cost	TELRIC	Direct Cost	Shared Cost	TELRIC
Nonrecurring Cost Development Reports	$18.3803	$0.0000	$18.3803	$9.0246	$0.0000	$9.0246
OTHER EXPENSES:						
Total Cost	$18.3803	$0.0000	$18.3803	$9.0246	$0.0000	$9.0246
Gross Receipts Tax Factor			X 1.001713			X 1.001713
Cost (Including Gross Recepts Tax)			$18.4118			$9.0401
Common Cost Factor			X 1.0624			X 1.0624
Economic Cost			$19.5607			$9.6042

Source: BSCC 2.4

Recurring Cost Summary

Florida

J.4.3 Line Sharing Splitter - per Line Activation in the Central Office (LSOD)

				A	B	C	D=AxC	E=BxC	F	G=ExF
Function	**JFC/ Payband**	**JFC/Payband Description**	**NRC Type**	**Installation Worktimes**	**Disconnect Worktimes**	**Direct Labor Rate**	**Installation Cost**	**Disconnect Cost**	**Disconnect Discount Factor**	**Discounted Disconnect Cost**
Circuit Capacity Management	34XX	Ntwk & Eng Planning (FG20)	First	0.0833	0.0833	$50.98	$4.2483	$4.2483	1.1563	$4.9124
			Add'l	0.0208	0.0208		$1.0621	$1.0621		$1.2281
Assignment Facility Inventory Group	4M1X	Address & Facility Inventory (AFIG)	First	0.0467	0.0467	$34.31	$1.6011	$1.6011	1.1563	$1.8514
			Add'l	0.0467	0.0467		$1.6011	$1.6011		$1.8514
Work Management Center	4WXX	Work Management Center (WMC)	First	0.0500	0.0500	$32.76	$1.6380	$1.6380	1.1563	$1.8941
			Add'l	0.0500	0.0500		$1.6380	$1.6380		$1.8941
CO Install & Mtce Field - Ckt & Fac	431X	CO Install & Mtce Field - Ckt & Fac	First	0.4167	0.2000	$42.04	$17.5167	$8.4080	1.1563	$9.7224
			Add'l	0.1667	0.0833		$7.0067	$3.5033		$4.0510
Circuit Capacity Management	34XX	Ntwk & Eng Planning (FG20)	First	0.0250	0.0000	$50.98	$1.2745	$0.0000	1.1563	$0.0000
			Add'l	0.0250	0.0000		$1.2745	$0.0000		$0.0000
Assignment Facility Inventory Group	4M1X	Address & Facility Inventory (AFIG)	First	0.0047	0.0000	$34.31	$0.1601	$0.0000	1.1563	$0.0000
			Add'l	0.0047	0.0000		$0.1601	$0.0000		$0.0000
CO Install & Mtce Field - Ckt & Fac	431X	CO Install & Mtce Field - Ckt & Fac	First	0.0550	0.0000	$42.04	$2.3122	$0.0000	1.1563	$0.0000
			Add'l	0.0750	0.0000		$3.1530	$0.0000		$0.0000
Installation & Maintenance	410X	Install & Mtce - Pots	First	0.1000	0.0000	$40.26	$4.0260	$0.0000	1.1563	$0.0000
			Add'l	0.1000	0.0000		$4.0260	$0.0000		$0.0000
Installation & Maintenance	410X	Install & Mtce - Pots	First	0.0500	0.0000	$40.26	$2.0130	$0.0000	1.1563	$0.0000
			Add'l	0.0000	0.0000		$0.0000	$0.0000		$0.0000
						Total First	$34.7899		**Total First**	$18.3803
						Total Add'l	$19.9215		**Total Add'l**	$9.0246

Source: BSCC 2.4

Florida

J.4.3 Line Sharing Splitter - per Line Activation in the Central Office (LSOD)

Function	JFC/ Payband	JFC/Payband Description	NRC Type	A Installation Worktimes	B Disconnect Worktimes	C TELRIC Labor Rate	D=AxC Installation Cost	E=BxC Disconnect Cost	F Disconnect Discount Factor	G=ExF Discounted Disconnect Cost
Circuit Capacity Management	34XX	Ntwk & Eng Planning (FG20)	First	0.0833	0.0833	$50.98	$4.2483	$4.2483	1.1563	$4.9124
			Add'l	0.0208	0.0208		$1.0621	$1.0621		$1.2281
Assignment Facility Inventory Group	4M1X	Address & Facility Inventory (AFIG)	First	0.0467	0.0467	$34.31	$1.6011	$1.6011	1.1563	$1.8514
			Add'l	0.0467	0.0467		$1.6011	$1.6011		$1.8514
Work Management Center	4WXX	Work Management Center (WMC)	First	0.0500	0.0500	$32.76	$1.6380	$1.6380	1.1563	$1.8941
			Add'l	0.0500	0.0500		$1.6380	$1.6380		$1.8941
CO Install & Mtce Field - Ckt & Fac	431X	CO Install & Mtce Field - Ckt & Fac	First	0.4167	0.2000	$42.04	$17.5167	$8.4080	1.1563	$9.7224
			Add'l	0.1667	0.0833		$7.0067	$3.5033		$4.0510
Circuit Capacity Management	34XX	Ntwk & Eng Planning (FG20)	First	0.0250	0.0000	$50.98	$1.2745	$0.0000	1.1563	$0.0000
			Add'l	0.0250	0.0000		$1.2745	$0.0000		$0.0000
Assignment Facility Inventory Group	4M1X	Address & Facility Inventory (AFIG)	First	0.0047	0.0000	$34.31	$0.1601	$0.0000	1.1563	$0.0000
			Add'l	0.0047	0.0000		$0.1601	$0.0000		$0.0000
CO Install & Mtce Field - Ckt & Fac	431X	CO Install & Mtce Field - Ckt & Fac	First	0.0550	0.0000	$42.04	$2.3122	$0.0000	1.1563	$0.0000
			Add'l	0.0750	0.0000		$3.1530	$0.0000		$0.0000
Installation & Maintenance	410X	Install & Mtce - Pots	First	0.1000	0.0000	$40.26	$4.0260	$0.0000	1.1563	$0.0000
			Add'l	0.1000	0.0000		$4.0260	$0.0000		$0.0000
Installation & Maintenance	410X	Install & Mtce - Pots	First	0.0500	0.0000	$40.26	$2.0130	$0.0000	1.1563	$0.0000
			Add'l	0.0000	0.0000		$0.0000	$0.0000		$0.0000
						Total First	$34.7899		**Total First**	$18.3803
						Total Add'l	$19.9215		**Total Add'l**	$9.0246

Florida
J.4.4 Line Sharing Splitter - per Subsequent Activity per Line Rearrangement (LSR)

	Nonrecurring Cost					
	Installation - First			Installation - Additional		
Description	Direct Cost	Shared Cost	TELRIC	Direct Cost	Shared Cost	TELRIC
Nonrecurring Cost Development Reports	$30.8018	$0.0000	$30.8018	$15.3871	$0.0000	$15.3871
OTHER EXPENSES:						
Total Cost	$30.8018	$0.0000	$30.8018	$15.3871	$0.0000	$15.3871
Gross Receipts Tax Factor			X 1.001713			X 1.001713
Cost (Including Gross Recepts Tax)			$30.8546			$15.4135
Common Cost Factor			X 1.0624			X 1.0624
Economic Cost			$32.7799			$16.3753

Florida

J.4.4 Line Sharing Splitter - per Subsequent Activity per Line Rearrangement (LSR)

	Nonrecurring Cost					
	Disconnect - First			Disconnect - Additional		
Description	Direct Cost	Shared Cost	TELRIC	Direct Cost	Shared Cost	TELRIC
Nonrecurring Cost Development Reports	$0.0000	$0.0000	$0.0000	$0.0000	$0.0000	$0.0000
OTHER EXPENSES:						
Total Cost	$0.0000	$0.0000	$0.0000	$0.0000	$0.0000	$0.0000
Gross Receipts Tax Factor			X 1.001713			X 1.001713
Cost (Including Gross Recepts Tax)			$0.0000			$0.0000
Common Cost Factor			X 1.0624			X 1.0624
Economic Cost			$0.0000			$0.0000

Florida

J.4.4 Line Sharing Splitter - per Subsequent Activity per Line Rearrangement (LSR)

				A	B	C	D=AxC	E=BxC	F	G=ExF
Function	**JFC/ Payband**	**JFC/Payband Description**	**NRC Type**	**Installation Worktimes**	**Disconnect Worktimes**	**Direct Labor Rate**	**Installation Cost**	**Disconnect Cost**	**Disconnect Discount Factor**	**Discounted Disconnect Cost**
Assignment Facility Inventory Group	4M1X	Address & Facility Inventory (AFIG)	First	0.0467	0.0000	$34.31	$1.6011	$0.0000	1.1563	$0.0000
			Add'l	0.0467	0.0000		$1.6011	$0.0000		$0.0000
Work Management Center	4WXX	Work Management Center (WMC)	First	0.1000	0.0000	$32.76	$3.2760	$0.0000	1.1563	$0.0000
			Add'l	0.1000	0.0000		$3.2760	$0.0000		$0.0000
CO Install & Mtce Field - Ckt & Fac	431X	CO Install & Mtce Field - Ckt & Fac	First	0.6167	0.0000	$42.04	$25.9247	$0.0000	1.1563	$0.0000
			Add'l	0.2500	0.0000		$10.5100	$0.0000		$0.0000
						Total First	$30.8018		**Total First**	$0.0000
						Total Add'l	$15.3871		**Total Add'l**	$0.0000

Source: BSCC 2.4

Florida

J.4.4 Line Sharing Splitter - per Subsequent Activity per Line Rearrangement (LSR)

				A	B	C	D=AxC	E=BxC	F	G=ExF
Function	JFC/ Payband	JFC/Payband Description	NRC Type	Installation Worktimes	Disconnect Worktimes	TELRIC Labor Rate	Installation Cost	Disconnect Cost	Disconnect Discount Factor	Discounted Disconnect Cost
Assignment Facility Inventory Group	4M1X	Address & Facility Inventory (AFIG)	First	0.0467	0.0000	$34.31	$1.6011	$0.0000	1.1563	$0.0000
			Add'l	0.0467	0.0000		$1.6011	$0.0000		$0.0000
Work Management Center	4WXX	Work Management Center (WMC)	First	0.1000	0.0000	$32.76	$3.2760	$0.0000	1.1563	$0.0000
			Add'l	0.1000	0.0000		$3.2760	$0.0000		$0.0000
CO Install & Mtce Field - Ckt & Fac	431X	CO Install & Mtce Field - Ckt & Fac	First	0.6167	0.0000	$42.04	$25.9247	$0.0000	1.1563	$0.0000
			Add'l	0.2500	0.0000		$10.5100	$0.0000		$0.0000
						Total First	$30.8018		**Total First**	$0.0000
						Total Add'l	$15.3871		**Total Add'l**	$0.0000

FLORIDA DOCKET NO. 000649-TP
APPENDIX E

Unbundled network element workpapers

	A	B	C	D
1	Florida			
2	Index Sheet			
3	Study Period: 2000 - 2002			
4				
5				
6				
7				
8				
9		**Sheet Name:**		**Description:**
10		Index		LINE SHARING SPLITTER - in the Central Office
11		Investments		CALCULATOR INPUT FORM - MATERIAL/INVESTMENT DATA
12		Additives_Recurring		CALCULATOR INPUT FORM - RECURRING EXPENSES DATA
13		Additives_Nonrecurring		CALCULATOR INPUT FORM - NONRECURRING EXPENSES DATA
14		Recurring Labor		CALCULATOR INPUT FORM - RECURRING LABOR EXPENSES DATA
15		Nonrecurring Labor		CALCULATOR INPUT FORM - NONRECURRING LABOR TIMES
16		INPUT_ NRC		Inputs for Nonrecurring Costs
17		INPUT_ Recur		Inputs for Recurring Costs
18		wp J.4.1		Development of Line Sharing Splitter Costs per Splitter System 96 Line Capacity in the Central Office
19		wp J.4.2		Development of Line Sharing Splitter Costs per Splitter System 24 Line Capacity in the Central Office
20		wp J.4.3		Development of Line Sharing Splitter Costs per Line Activation in the Central Office
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CALCULATOR INPUT FORM - MATERIAL/INVESTMENT DATA

Instructions:

1. **Use this worksheet to record nonrecurring labor times to be input into the Calculator calculations.**
2. **All amounts shown are per unit (e.g., per call, per loop, per MOU).**
3. **Input data, by Cost Element, leaving no blank lines. On next row after last line of data, type END in Cost Element Column.**
4. **All data on this form should be cell-referenced to study workpapers.**
5. **Do NOT change columns, headings, sheet name.**

State	Cost Element #	FRC	Sub FRC	Volume Sensitive $ Amount	Volume Insensitive $ Amount
FL	J.4.1	377C	05	$447.975	
FL	J.4.1	257C	03	$187.500	
FL	J.4.1	257C	15	$4,859.000	
FL	J.4.2	377C	05	$111.994	
FL	J.4.2	257C	03	$46.875	
FL	J.4.2	257C	15	$1,214.750	
FL	J.4.3	630C	00	$0.738	
FL	J.4.3	530C	00	$17.306	
FL	J.4.3	460C	00	$192.635	
	END				

CALCULATOR INPUT FORM - RECURRING EXPENSES DATA

Instructions:

1. **Use this worksheet to record nonrecurring labor times to be input into the Calculator calculations.**
2. **All amounts shown are per unit (e.g., per call, per loop, per MOU).**
3. **Input data, by Cost Element, leaving no blank lines. On next row after last line of data, type END in Cost Element Column.**
4. **All data on this form should be cell-referenced to study workpapers.**
5. **Do NOT change columns, headings, sheet name.**

State	Cost Element #	Recurring Expense Description (Limited to 25 characters)	Recurring Volume Sensitive $ Amount	Recurring Volume Insensitive $ Amount
FL	J.4.3	Telcordia Solution	$2.096	
	END	Maximum 10 entries per Cost Element #		

CALCULATOR INPUT FORM - NONRECURRING EXPENSES DATA

Instructions:

1. **Use this worksheet to record nonrecurring labor times to be input into the Calculator calculations.**
2. **All amounts shown are per unit (e.g., per call, per loop, per MOU).**
3. **Input data, by Cost Element, leaving no blank lines. On next row after last line of data, type END in Cost Element Column.**
4. **All data on this form should be cell-referenced to study workpapers.**
5. **Do NOT change columns, headings, sheet name.**
6. **Use column D when cost element has a single nonrecurring cost; use columns E & F for elements with a first and additional nonrecurring cost; use columns G & H for elements with an initial and subsequent nonrecurring cost.**

State	Cost Element #	Nonrecurring Expense Description (Limited to 25 characters)	Nonrecurring $ Amount	Nonrecurring First $ Amount	Nonrecurring Additional $ Amount	Nonrecurring Initial $ Amount	Nonrecurring Subsequent $ Amount
FL							
	END	Maximum 10 entries per Cost Element #					

	A	B	C	D	E	F	G	H
1		**CALCULATOR INPUT FORM - RECURRING LABOR EXPENSES DATA**						
2								
3		**Instructions:**						
4		**1. Use this worksheet to record nonrecurring labor times to be input into the Calculator calculations.**						
5		**2. All amounts shown are per unit (e.g., per call, per loop, per MOU).**						
6		**3. Input data, by Cost Element, leaving no blank lines. On next row**						
7		**after last line of data, type END in Cost Element Column.**						
8		**4. All data on this form should be cell-referenced to study workpapers.**						
9		**5. Do NOT change columns, headings, sheet name.**						
10								
11								
12								
13						**Work Time (Hours)**		
14		**Cost**	**Labor Expense Description**	**JFC/**	**Volume**	**Volume**		
15	**State**	**Element #**	**(Limited to 25 characters)**	**Payband**	**Sensitive**	**Insensitive**		
16	**FL**							
17		**END**	Maximum 20 entries per Cost Element #					
18								
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34								
35								

CALCULATOR INPUT FORM - NONRECURRING LABOR TIMES

Instructions:

1. Use this worksheet to record nonrecurring labor times to be input into the Calculator calculations.
2. All amounts shown are per unit (e.g., per call, per loop, per MOU).
3. Input data, by Cost Element, leaving no blank lines. On next row after last line of data, type END in Cost Element Column.
4. All data on this form should be cell-referenced to study workpapers.
5. Do NOT change columns, headings, sheet name.
6. Use columns F & G when cost element has a single nonrecurring cost; use columns H, I, J, & K for elements with a first and additional nonrecurring cost; use columns L, M, N & O for elements with an initial and subsequent nonrecurring cost.
7. Input Cost Element Life (in months) on first row of data for each cost element. It is not necessary to repeat on each line.

Study Mid-Point Date (Mos.): 6/1/2001

State	Cost Element #	Cost Element Life (Mo)	Labor Expense Description (Limited to 25 characters)	JFC/ Payband	(For use w/ one NR) Installation Time (Hours)	(For use w/ one NR) Disconnect Time (Hours)	First Installation Time (Hours)	First Disconnect Time (Hours)	Additional Installation Time (Hours)	Additional Disconnect Time (Hours)	Initial Installation Time (Hours)	Initial Disconnect Time (Hours)	Subsequent Installation Time (Hours)	Subsequent Disconnect Time (Hours)
FL	J.4.1	43	COSMOS / SWITCH	2730			4.0000	2.0000	0.0000	0.0000				
FL	J.4.1	43	Circuit Capacity Management	34XX			3.0000	3.0000	0.0000	0.0000				
FL	J.4.1	43	Complex Resale Support Group	221X			0.7400	0.7400	0.0000	0.0000				
FL	J.4.1	43	Complex Resale Support Group	SDWC			0.6700	0.6700	0.0000	0.0000				
FL	J.4.2	43	COSMOS / SWITCH	2730			4.0000	2.0000	0.0000	0.0000				
FL	J.4.2	43	Circuit Capacity Management	34XX			3.0000	3.0000	0.0000	0.0000				
FL	J.4.2	43	Complex Resale Support Group	221X			0.7400	0.7400	0.0000	0.0000				
FL	J.4.2	43	Complex Resale Support Group	SDWC			0.6700	0.6700	0.0000	0.0000				
FL	J.4.3	43	Circuit Capacity Management	34XX			0.0833	0.0833	0.0208	0.0208				
FL	J.4.3	43	Assignment Facility Inventory Group	4M1X			0.0467	0.0467	0.0467	0.0467				
FL	J.4.3	43	Work Management Center	4WXX			0.0500	0.0500	0.0500	0.0500				
FL	J.4.3	43	CO Install & Mtce Field - Ckt & Fac	431X			0.4167	0.2000	0.1667	0.0833				
FL	J.4.3	43	Circuit Capacity Management	34XX			0.0250	0.0000	0.0250	0.0000				
FL	J.4.3	43	Assignment Facility Inventory Group	4M1X			0.0047	0.0000	0.0047	0.0000				
FL	J.4.3	43	CO Install & Mtce Field - Ckt & Fac	431X			0.0550	0.0000	0.0750	0.0000				
FL	J.4.3	43	Installation & Maintenance	410X			0.1000	0.0000	0.1000	0.0000				
FL	J.4.3	43	Installation & Maintenance	410X			0.0500	0.0000	0.0000	0.0000				
FL	J.4.4	43	Assignment Facility Inventory Group	4M1X			0.0467	0.0000	0.0467	0.0000				
FL	J.4.4	43	Work Management Center	4WXX			0.1000	0.0000	0.1000	0.0000				
FL	J.4.4	43	CO Install & Mtce Field - Ckt & Fac	431X			0.6167	0.0000	0.2500	0.0000				
	END		Maximum of 25 entries per Cost Element #											

	A	B	C	D	E	F	G	H	I	J	K	L
1	Florida											
2	Inputs for Nonrecurring Costs											
3	Study Period: 2000 - 2002											
4	FL											
5								Time in Hours (Hrs)				
6		Item / Description			Cost Element	(For use w/ one NR)		First		Additional		Nonrecurring
7	Element	Description	JFC / JG / WS	Source	Life (mos.)	Install	Disconnect	Install	Disconnect	Install	Disconnect	Additive
8												
9	**J.4**	**LINE SHARING SPLITTER - in the Central Office**										
10												
11	**J.4.1**	**Line Sharing Splitter - per Splitter System 96-Line Capacity in the Cenral Office**			43							
12		Network	2730	COSMOS / SWITCH				4.0000	2.0000	0.0000	0.0000	
13		Engineering	34XX	Circuit Capacity Management				3.0000	3.0000	0.0000	0.0000	
14		Engineering	221X	Complex Resale Support Group				0.7400	0.7400	0.0000	0.0000	
15		Engineering	SDWC	Complex Resale Support Group				0.6700	0.6700	0.0000	0.0000	
16												
17	**J.4.2**	**Line Sharing Splitter - per Splitter System 24-Line Capacity in the Central Office**			43							
18		Network	2730	COSMOS / SWITCH				4.0000	2.0000	0.0000	0.0000	
19		Engineering	34XX	Circuit Capacity Management				3.0000	3.0000	0.0000	0.0000	
20		Engineering	221X	Complex Resale Support Group				0.7400	0.7400	0.0000	0.0000	
21		Engineering	SDWC	Complex Resale Support Group				0.6700	0.6700	0.0000	0.0000	
22												
23	**J.4.3**	**Line Sharing Splitter - per Line Activation in the Central Office**			43							
24		Engineering	34XX	Circuit Capacity Management				0.0833	0.0833	0.0208	0.0208	
25		Engineering (8 min x 35% fallout)	4M1X	Assignment Facility Inventory Group				0.0467	0.0467	0.0467	0.0467	
26		Connect & Test	4WXX	Work Management Center				0.0500	0.0500	0.0500	0.0500	
27		Connect & Test	431X	CO Install & Mtce Field - Ckt & Fac				0.4167	0.2000	0.1667	0.0833	
28		LST - Engineering (15 min x 10%)	34XX	Circuit Capacity Management				0.0250	0.0000	0.0250	0.0000	
29		LST - Eng (8 min x 35% fallout x 10%)	4M1X	Assignment Facility Inventory Group				0.0047	0.0000	0.0047	0.0000	
30		LST - Connect & Test (# min x 10%)	431X	CO Install & Mtce Field - Ckt & Fac				0.0550	0.0000	0.0750	0.0000	
31		LST - Connect & Test (60 min x 10%)	410X	Installation & Maintenance				0.1000	0.0000	0.1000	0.0000	
32		LST - Travel (30 min x 10%)	410X	Installation & Maintenance				0.0500	0.0000	0.0000	0.0000	
33												
34	**J.4.4**	**Line Sharing Splitter per Subsequent Activity per Line Rearrangement**			43							
35		Engineering (8 min x 35% fallout)	4M1X	Assignment Facility Inventory Group				0.0467	0.0000	0.0467	0.0000	
36		Connect & Test	4WXX	Work Management Center				0.1000	0.0000	0.1000	0.0000	
37		Connect & Test	431X	CO Install & Mtce Field - Ckt & Fac				0.6167	0.0000	0.2500	0.0000	
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	A	B	C	D	E	F
1	Florida					
2	Inputs for Recurring Costs					
3	Study Period: 2000 - 2002					
4	FL					
5						
6		Item / Description				
7	Element	Description	FRC	Sub FRC	Source	Amount
8						
9	**J.4**	**LINE SHARING SPLITTER - In the Central Office**				
10						
11	**J.4.1**	**Line Sharing Splitter - per Splitter System 96-Line Capacity in the Cenral Office**				
12		**Distributing Frame**				
13		Material Price	377C	05	Network Planning & Support	
14		Projected Actual Utilization			Network Planning & Support	
15		Circuit Capacity			Network Planning & Support	7,200
16		Number Required (3 terms on MDF / Line)			Network Planning & Support	300
17		**Connecting Blocks**				
18		Material Price	377C	05	Network Planning & Support	
19		Projected Actual Utilization			Network Planning & Support	
20		System Capacity			Network Planning & Support	1
21		Number Required			Network Planning & Support	4
22		**Line Sharing Splitter (Bay)**	257C	03		
23		Material Price			Network Planning & Support	
24		Projected Actual Utilization			Network Planning & Support	
25		System Capacity			Network Planning & Support	8
26		Number Required			Network Planning & Support	1
27		**Line Sharing Splitter (Shelf, Test Eqpt, Plug-ins & Cabling)**				
28		Material Price per System	257C	15	Network Planning & Support	
29		Projected Actual Utilization			Network Planning & Support	
30		System Capacity			Network Planning & Support	1
31		Number Required			Network Planning & Support	1
32						
33	**J.4.2**	**Line Sharing Splitter - per Splitter System 24-Line Capacity in the Central Office**				
34		**Distributing Frame**				
35		Material Price	377C	05	Network Planning & Support	
36		Projected Actual Utilization			Network Planning & Support	
37		Circuit Capacity			Network Planning & Support	7,200
38		Number Required (3 terms on MDF / Line)			Network Planning & Support	75
39		**Connecting Blocks**				
40		Material Price	377C	05	Network Planning & Support	
41		Projected Actual Utilization			Network Planning & Support	
42		System Capacity			Network Planning & Support	1
43		Number Required			Network Planning & Support	1
44		**Line Sharing Splitter (Bay)**				
45		Material Price	257C	03	Network Planning & Support	
46		Projected Actual Utilization			Network Planning & Support	
47		System Capacity			Network Planning & Support	32
48		Number Required			Network Planning & Support	1
49		**Line Sharing Splitter (Shelf, Test Eqpt, Plug-ins & Cabling)**				
50		Material Price per System	257C	15	Network Planning & Support	
51		Projected Actual Utilization			Network Planning & Support	

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	A	B	C	D	E	F
52		System Capacity			Network Planning & Support	4
53		Number Required			Network Planning & Support	1
54						
55	J.4.3	**Line Sharing Splitter - per Line Activation in the Central Office**				
56		**Telcordia Solution**				
57		**Software Monthly Expense**			Network Planning & Support	
58		Adjustment Factor			BST Finance	
59		Software Monthly Expense			BST Finance	$426,884.00
60		**LEIS/LEAD Investment**	630C	00	Network Planning & Support	
61		Adjustment Factor			BST Finance	
62		LEIS/LEAD Investment			BST Finance	$150,357
63		**LEIS/LEAD Investment**	530C	00	Network Planning & Support	
64		Adjustment Factor			BST Finance	
65		LEIS/LEAD Investment			BST Finance	$3,523,871
66		**Telcordia SW & HW Investment**	460C	00	Network Planning & Support	
67		Adjustment Factor			BST Finance	
68		SW & HW Investment			BST Finance	$39,223,970
69		In-Service Mid-Year Demand Year 1			Network Planning & Support	8,965
70		In-Service Mid-Year Demand Year 2			Network Planning & Support	66,831
71		In-Service Mid-Year Demand Year 3			Network Planning & Support	183,292
72		In-Service Mid-Year Demand Year 4			Network Planning & Support	318,377
73		In-Service Mid-Year Demand Year 5			Network Planning & Support	440,625
74		Economic Life of Software & Hardware (years)			BST Finance	5
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	A	B	C	D	E
1	Florida				
2	Development of Line Sharing Splitter Costs per Splitter System 96 Line Capacity in the Central Office				
3	Study Period: 2000 - 2002				
4					
5	Element #: J.4.1				
6	Item / Description				
7	Description	FRC	Sub FRC	Source	Amount
8	**Distributing Frame**				
9					
10	Material Price			INPUT_ Recur Line 13	[redacted]
11					
12	Projected Actual Utilization			INPUT_ Recur Line 14	[redacted]
13					
14	Circuit Capacity			INPUT_ Recur Line 15	7,200
15					
16	Number Required (3 terms on MDF / Line)			INPUT_ Recur Line 16	300
17					
18	Utilized Material Price per System	**377C**	**05**	Line 10 / Line 12 / Line 14 x Line 16	$207.975
19					
20	**Connecting Blocks**				
21					
22	Material Price			INPUT_ Recur Line 18	[redacted]
23					
24	Projected Actual Utilization			INPUT_ Recur Line 19	[redacted]
25					
26	System Capacity			INPUT_ Recur Line 20	1
27					
28	Number Required			INPUT_ Recur Line 21	4
29					
30	Utilized Material Price per System	**377C**	**05**	Line 22 / Line 24 / Line 26 x Line 28	$240.000
31					
32	Utilized Material Price per System	**377C**	**05**	Line 18 + Line 30	$447.975
33					
34	**Line Sharing Splitter (Bay)**				

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	A	B	C	D	E
35					
36	Material Price			INPUT_ Recur Line 23	
37					
38	Projected Actual Utilization			INPUT_ Recur Line 24	
39					
40	System Capacity			INPUT_ Recur Line 25	8
41					
42	Number Required			INPUT_ Recur Line 26	1
43					
44	Utilized Material Price per System	**257C**	**03**	Line 36 / Line 38 / Line 40 x Line 42	$187.500
45					
46	**Line Sharing Splitter (Shelf, Test Eqpt, Plug-ins & Cabling)**				
47					
48	Material Price per System			INPUT_ Recur Line 28	
49					
50	Projected Actual Utilization			INPUT_ Recur Line 29	
51					
52	System Capacity			INPUT_ Recur Line 30	1
53					
54	Number Required			INPUT_ Recur Line 31	1
55					
56	Utilized Material Price per System	**257C**	**15**	Line 48 / Line 50 / Line 52 x Line 54	$4,859.000

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	A	B	C	D	E
1	Florida				
2	Development of Line Sharing Splitter Costs per Splitter System 24 Line Capacity in the Central Office				
3	Study Period: 2000 - 2002				
4					
5	Element #: J.4.2				
6	Item / Description				
7	Description	FRC	Sub FRC	Source	Amount
8	**Distributing Frame**				
9					
10	Material Price			INPUT_ Recur Line 35	[redacted]
11					
12	Projected Actual Utilization			INPUT_ Recur Line 36	[redacted]
13					
14	Circuit Capacity			INPUT_ Recur Line 37	7,200
15					
16	Number Required (3 terms on MDF / Line)			INPUT_ Recur Line 38	75
17					
18	Utilized Material Price per System	**377C**	**05**	Line 10 / Line 12 / Line 14 x Line 16	$51.994
19					
20	**Connecting Blocks**				
21					
22	Material Price			INPUT_ Recur Line 40	[redacted]
23					
24	Projected Actual Utilization			INPUT_ Recur Line 41	[redacted]
25					
26	System Capacity			INPUT_ Recur Line 42	1
27					
28	Number Required			INPUT_ Recur Line 43	1.00
29					
30	Utilized Material Price per System	**377C**	**05**	Line 22 / Line 24 / Line 26 x Line 28	$60.000
31					
32	Utilized Material Price per System	**377C**	**05**	Line 18 + Line 30	$111.994
33					
34	**Line Sharing Splitter (Bay)**				

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	A	B	C	D	E
35					
36	Material Price			INPUT_ Recur Line 45	
37					
38	Projected Actual Utilization			INPUT_ Recur Line 46	
39					
40	System Capacity			INPUT_ Recur Line 47	32
41					
42	Number Required			INPUT_ Recur Line 48	1
43					
44	Utilized Material Price per System	**257C**	**03**	Line 36 / Line 38 / Line 40 x Line 42	$46.875
45					
46	**Line Sharing Splitter (Shelf, Test Eqpt, Plug-ins & Cabling)**				
47					
48	Material Price per System			INPUT_ Recur Line 50	
49					
50	Projected Actual Utilization			INPUT_ Recur Line 51	
51					
52	System Capacity			INPUT_ Recur Line 52	4
53					
54	Number Required			INPUT_ Recur Line 53	1
55					
56	Utilized Material Price per System	**257C**	**15**	Line 48 / Line 50 / Line 52 x Line 54	$1,214.750

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	A	B	C	D	E
1					
2	Development of Line Sharing Splitter Costs per Line Activation in the Central Office				
3	Study Period: 2000 - 2002				
4					
5	Element #: J.4.3				
6	Item / Description				
7	Description	FRC	Sub FRC	Source	Amount
8	**Telcordia Solution**				
9					
10	In-Service Mid-Year Demand Year 1			INPUT_ Recur Line 69	8,965
11					
12	In-Service Mid-Year Demand Year 2			INPUT_ Recur Line 70	66,831
13					
14	In-Service Mid-Year Demand Year 3			INPUT_ Recur Line 71	183,292
15					
16	In-Service Mid-Year Demand Year 4			INPUT_ Recur Line 72	318,377
17					
18	In-Service Mid-Year Demand Year 5			INPUT_ Recur Line 73	440,625
19					
20	Total In-Service Mid-Year Demand			Sum(Line 10...Line 18)	1,018,088
21					
22	Economic Life of Software & Hardware (years)			INPUT_ Recur Line 74	5
23					
24	Average In-Service Mid-Year Demand			Line 20 / Line 22	203,618
25					
26	**Software Monthly Expense**			INPUT_ Recur Line 59	$426,884.00
27					
28	Average In-Service Mid-Year Demand			Line 24	203,618
29					
30	Average Monthly Software Implementation Expense			Line 26 / Line 28	$2.096
31					
32	**LEIS/LEAD Investment**	**630C**	**.00**	INPUT_ Recur Line 62	$150,357
33					
34	Average In-Service Mid-Year Demand			Line 24	203,618

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	A	B	C	D	E
35					
36	Average LEIS/LEAD Investment per Line			Line 32 / Line 34	$0.738
37					
38	**LEIS/LEAD Investment**	**530C**	**00**	INPUT_ Recur Line 65	$3,523,871
39					
40	Average In-Service Mid-Year Demand			Line 24	203,618
41					
42	Average LEIS/LEAD Investment per Line			Line 38 / Line 40	$17.306
43					
44	**SW & HW Investment**	**460C**	**00**	INPUT_ Recur Line 68	$39,223,970
45					
46	Average In-Service Mid-Year Demand			Line 24	203,618
47					
48	Average SW & HW Investment per Line			Line 44 / Line 46	$192.635
49					
50					
51					
52					
53					
54					
55					
56					
57					
58					
59					
60					

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FLORIDA PUBLIC SERVICE COMMISSION
DOCKET NO. 000649-PU EXHIBIT NO. 30
COMPANY/ WITNESS: Caldwell
DATE: 10-4-00

Florida Public Service Commission

Docket NO. 000649-TP

EXHIBIT RMP-1

Transmittal Cover Sheet for Pate Exhibit RMP-1

This sheet transmits the

DRAFT- RSAG DATABASE LICENSE AGREEMENT

Which consists of 11 pages

FLORIDA PUBLIC SERVICE COMMISSION
DOCKET NO 000649-TP EXHIBIT NO. 31
COMPANY/ WITNESS: Pate
DATE: 10-4-00

DOCUMENT NUMBER-DATE
10087 AUG 17 8
FPSC-RECORDS/REPORTING

DRAFT

RSAG DATABASE LICENSE AGREEMENT

This RSAG Database License Agreement (hereinafter "Agreement") is made effective as of _____, 2000 ("Effective Date") between BellSouth Telecommunications, Inc., a Georgia corporation, (hereinafter "BellSouth") and _____, a _____ corporation, (hereinafter "Licensee"). In consideration of the following terms and conditions, and other good and valuable consideration, the parties mutually agree as follows:

1. LICENSE

During the Term hereof, BellSouth hereby grants Licensee a personal, nonexclusive, nontransferable, limited license to use and copy the BellSouth developed Residential Street Address Guide ("RSAG") database and accompanying documentation (hereinafter "RSAG Database") subject to the terms and conditions set forth herein, solely for Licensee's use in provisioning local exchange telecommunications services. Title to the RSAG Database and any and all derivative works thereof shall remain in BellSouth at all times.

2. RSAG DATABASE DESCRIPTION

2.1. The RSAG Database licensed under this Agreement is defined and described in Appendix A hereto, and shall include only those items specified therein.

2.2. During the Initial Delivery Period pursuant to Section 4, BellSouth shall provide to Licensee reasonable access by telephone, electronic mail, and facsimile to a specified BellSouth technical representative for purposes of obtaining reasonable support and assistance in the delivery, installation and operation of the RSAG Database.

3. BELLSOUTH CHARGES, DELIVERY AND INVOICING

3.1. BellSouth shall deliver, in the manner set forth in Appendix A, the RSAG Database to Licensee's address as specified in Appendix A. Licensee shall pay all shipping, handling and insurance costs associated with the initial delivery of the RSAG Database.

3.3 BellSouth shall provide updates to the RSAG Database on a monthly basis by means of additional downloads of the RSAG Database to Licensee in the manner set forth in Exhibit A.

3.3 The cost to Licensee for initial delivery of and updates to the RSAG Database shall be as follows:

_____.

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3.4. Except as set forth in Section 3.2 above, BellSouth shall not perform any maintenance or enhancements on or to the RSAG Database as provided to Licensee.

4. INITIAL DELIVERY PERIOD; INITIAL TEST PERIOD

4.1. By no later than _____ (___) days following execution of this Agreement (the "Initial Delivery Period"), BellSouth will deliver one (1) copy of the RSAG Database to Licensee.

4.2. For a period of ten (10) days after Licensee's receipt of the RSAG Database (the "Initial Test Period"), Licensee may test the RSAG Database for its basic operation and accessibility of data. In the event that the data contained in the RSAG Database proves inaccessible by Licensee during the Initial Test Period through no fault of Licensee, BellSouth will use commercially reasonable efforts to correct any errors in the basic operation or accessibility of the RSAG Database of which it receives written notice during the Initial Test Period.

4.3 If by the conclusion of the Initial Test Period BellSouth has not received written notice of any errors in the basic operation or accessibility of the data contained in the RSAG Database, then the RSAG Database shall be deemed to have been accepted by Licensee as of that date (hereinafter "Date of Acceptance").

5. WARRANTY

5.1 **NO WARRANTY OF ANY TYPE.** LICENSEE ACKNOWLEDGES AND AGREES THAT BELLSOUTH HAS MADE NO EXPRESS WARRANTIES TO LICENSEE REGARDING THE RSAG DATABASE, INCLUDING THE PERFORMANCE OR ACCESSIBILITY OF THE RSAG DATABASE, OR AS TO THE ACCURACY, COMPLETENESS, ACCESSIBILITY OR USEFULNESS OF ANY DATA CONTAINED THEREIN, AND THE RSAG DATABASE IS BEING PROVIDED TO LICENSEE "AS IS" WITHOUT WARRANTY OF ANY KIND.

5.2 **WARRANTY DISCLAIMERS.** BELLSOUTH DOES NOT WARRANT THAT THE RSAG DATABASE IS FREE FROM ALL DEFECTS. BELLSOUTH GRANTS NO WARRANTIES, EXPRESS OR IMPLIED, BY STATUTE OR OTHERWISE REGARDING THE RSAG DATABASE AND ACCOMPANYING DOCUMENTATION, IF ANY. FURTHERMORE, BELLSOUTH EXPRESSLY EXCLUDES AND DISCLAIMS ANY IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY OR NON-INFRINGEMENT OF THIRD PARTY RIGHTS. NO PERSON, INCLUDING LICENSEE, IS AUTHORIZED TO MAKE ANY OTHER WARRANTY OR REPRESENTATION CONCERNING THE RSAG DATABASE OR ACCOMPANYING MATERIALS ON BELLSOUTH'S BEHALF. LICENSEE SHALL BE SOLELY RESPONSIBLE FOR ANY

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CLAIMS, WARRANTIES OR REPRESENTATIONS MADE BY LICENSEE OR LICENSEE'S EMPLOYEES OR AGENTS TO ANY THIRD PARTY.

5.3 **DISCLAIMER OF YEAR 2000 WARRANTY.** BELLSOUTH MAKES NO WARRANTY THAT THE RSAG DATABASE IS OR WILL BE YEAR 2000 COMPLIANT. LICENSEE IS SOLELY RESPONSIBLE FOR DETERMINING IF THE RSAG DATABASE MEETS ITS NEEDS AND WILL ACCURATELY PROCESS DATE DATA OR OTHER INFORMATION BEYOND DECEMBER 31, 1999.

6. TERM AND CANCELLATION OF AGREEMENT

6.1 The term of this Agreement commences on the Effective Date and shall expire on June 18, 2000, concurrent with the expiration of the Interconnection Agreement between Licensee and BellSouth dated _____ ("Term"). If Licensee materially breaches one or more of its obligations under this Agreement, BellSouth may, upon its election and in addition to any other remedies that it may have at law or in equity, upon written notice, cancel this Agreement together with all the rights granted by it hereunder and take immediate possession of the RSAG Database and all copies thereof in any form, or, at BellSouth's sole option, Licensee shall promptly certify in writing to BellSouth that the original and all such copies of the RSAG Database have been destroyed. Failure of BellSouth to enforce or insist upon compliance with any provision of this Agreement shall not constitute a general waiver thereof.

6.2 In the event Licensee desires to enter into a new license agreement for the RSAG Database effective as of the expiration of this Agreement, Licensee shall notify BellSouth in writing of its desire to negotiate such new license agreement at least sixty (60) days prior to the expiration of the Term hereof. If both parties mutually agree to enter into a new license agreement, the parties shall negotiate in good faith to enter into a new license agreement for the RSAG Database. Neither party shall be obligated to enter into a new license agreement beyond the expiration of this Agreement.

7. RESTRICTIONS AND DISCLOSURE TO THIRD PARTIES

7.1. Licensee hereby expressly agrees and warrants that neither it nor any of its employees, or Authorized Third Parties (as defined below) will transfer, lease, sublicense, sell, rent, assign, distribute, give, license, sublicense or disclose the RSAG Database, in its original form or any modified or enhanced form, to any third party, including but not limited to any affiliate of Licensee, unless expressly authorized by BellSouth in writing in advance of any such disclosure or transfer.

7.2 Licensee agrees to hold the RSAG Database in confidence, to keep a record of all copies of the RSAG Database made by Licensee, and to protect the RSAG Database from distribution,

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disclosure or dissemination to anyone except Licensee's employees and any third party retained by Licensee to perform services for Licensee that has undertaken: (i) an obligation of non-disclosure and use consistent with this Agreement and (ii) an obligation to use the RSAG Database, including information proprietary to BellSouth, solely to perform services for Licensee in connection with Licensee's provisioning of local exchange telecommunications services within the state(s) listed in Section 1. hereof (herein called "Authorized Third Party(ies)") with a need to know such information, except as otherwise authorized in writing by BellSouth. Licensee shall advise its employees of their obligations with respect to the RSAG Database, and shall use the RSAG Database only for the purposes stated herein.

7.3 The absence of a proprietary notice on any part of the RSAG Database or accompanying materials shall not negate or diminish the obligations undertaken by Licensee to protect the proprietary nature of the RSAG Database or accompanying materials.

7.4 Licensee shall own all right, title and interest in and to any administrative reports or outputs from the RSAG Database.

8. BELLSOUTH'S LIABILITY

8.1. CONSEQUENTIAL DAMAGES WAIVER. THE PARTIES AGREE THAT IN NO EVENT WILL BELLSOUTH BE LIABLE TO LICENSEE, ANY END USER OR ANY OTHER PARTY, UNDER ANY THEORY OF LIABILITY, WHETHER IN AN ACTION BASED ON A CONTRACT, TORT (INCLUDING NEGLIGENCE) OR ANY OTHER LEGAL THEORY, HOWEVER ARISING, FOR ANY COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES BY LICENSEE OR ANY END USER OR FOR ANY LOSS OF USE, INTERRUPTION OF BUSINESS, OR INDIRECT, SPECIAL INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND, WHETHER OR NOT BELLSOUTH HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. THIS LIMITATION SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

8.2 BELLSOUTH'S AGGREGATE LIABILITY UNDER THE TERMS OF THIS AGREEMENT SHALL NOT EXCEED THE LICENSE FEES PAID BY LICENSEE TO BELLSOUTH DURING THE MOST RECENT CALENDAR QUARTER PRECEDING IMPOSITION OF SUCH LIABILITY, IF ANY. THIS LIMITATION SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

9. TAXES

Licensee shall be responsible and liable for any applicable taxes, local, state or federal, however designated, which may be validly levied or based upon this Agreement or upon the RSAG Database

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furnished hereunder, excluding however, ad valorem personal property taxes, state and local privilege and excise taxes based on gross revenue, taxes based on or measured by BellSouth's net income, and any taxes or amounts in lieu thereof paid or payable by BellSouth in respect of the foregoing excluded items. Taxes payable by Licensee, if any, shall be billed to Licensee.

10. REGULATORY MATTERS

This Agreement may be subject to the approval, at any time, of the federal courts, the U.S. Department of Justice or state and federal regulatory agencies having jurisdiction over BellSouth or its affiliated companies or over Licensee or its affiliated companies. It is understood that either party may seek such approval should it determine that such approval is necessary. It is understood and agreed that this Agreement may be terminated at any time by an order of any such government authority. It is further understood that this Agreement shall at all times be subject to such changes or modifications that any of the aforementioned authorities may from time to time direct in the exercise of their jurisdiction. If any such modification materially alters the rights or obligations of either party hereunder, either party may, upon sixty (60) days prior written notice to the other party, terminate this Agreement.

11. PUBLICITY

Each party agrees to submit to the other all advertising, sales promotion, press releases, and other publicity matters relating to the RSAG Database licensed under this Agreement wherein corporate or trade names, logos, trademarks or service marks of the other company and/or any of its parent or other affiliated companies are mentioned or language from which the connection of said names or trademarks therewith may be inferred or implied; and each party further agrees not to publish or use such advertising, sales promotions, press releases, or publicity matters without the other party's prior written approval.

12. SECURITY, ACCESS AND SAFETY REQUIREMENTS

Each party shall instruct its employees, agents and subcontractors that they shall comply with each party's security, access and safety requirements for the protection of each party's facilities and employees while on each party's premises.

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13. RELEASES VOID

Neither party shall require waivers or releases of any personal rights from representatives of the other party in connection with presentations, demonstrations or visits to its premises. Both parties agree that any such releases, waivers, or agreements that are executed by representatives of either party will not be pleaded by either party in any action or proceeding.

14. FORCE MAJEURE

Neither party shall be responsible for any delay or failure in performance of any part of this Agreement to the extent that such delay or failure is caused by fire, flood, casualty loss, explosion, lightning, war, strike, embargo, government requirement, civil or military authority, act of God, act or omission of carriers or other similar causes beyond its control (hereinafter "Condition(s)"). If any such Condition occurs, the party delayed or unable to perform shall give immediate notice to the other party, and the party affected by the other's delay or inability to perform may elect to: (1) suspend performance for the duration of the Condition and obtain elsewhere the RSAG Database, or (2) resume performance once the Condition ceases with an option by the affected party to extend the period of this Agreement up to the length of time the Condition endured. Unless written notice is given within thirty (30) days after the affected party is notified of the Condition, election number (1) shall be deemed selected.

15. NOTICES

15.1. Any payment, statement, notice, request or other communication hereunder shall be deemed to be sufficiently given to BellSouth and any delivery hereunder deemed made when sent by certified mail addressed to BellSouth at its offices specified below or at such changed address as BellSouth shall have specified by written notice to Licensee.

BellSouth Intellectual Property Marketing Corporation
1155 Peachtree Street
5th Floor
Atlanta, Georgia 30309
Attn: President /Vice President
404-249-4747

Notices of a legal nature shall be copied to:

BellSouth Telecommunications, Inc.
Suite 4300
675 West Peachtree Street
Atlanta, Georgia 30375
Attn: General Attorney - Contracting

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15.2. Any invoice, statement, notice, request or other communication hereunder shall be deemed to be sufficiently given to Licensee and any delivery hereunder deemed made when sent by certified mail addressed to Licensee at its offices specified in Appendix A hereto or at such changed address as Licensee shall have specified by written notice to BellSouth.

16. ASSIGNMENT

Neither this Agreement nor any rights hereunder, in whole or in part, shall be assignable by Licensee without the prior written approval of BellSouth. BellSouth shall have the absolute right to assign this Agreement to BellSouth Corporation or any direct or indirect subsidiary of BellSouth Corporation upon written notice to Licensee.

17. SEVERABILITY

If any of the provisions of this Agreement shall be held to be invalid or unenforceable, such invalidity or unenforceability shall not invalidate or render unenforceable the entire Agreement, but rather the entire Agreement shall be construed as if not containing the particular invalid or unenforceable provision(s), and the rights and obligations of each party shall be construed and enforced accordingly. However, in the event such a provision is considered an essential element of this Agreement, the parties shall promptly negotiate a replacement thereof. If the parties are unable to agree upon a replacement provision within thirty (30) days of the final ruling rendering such provision invalid or unenforceable, either party may terminate this Agreement upon ten (10) days prior written notice to the other party.

18. REPRODUCTION OF DOCUMENTATION

18.1. Licensee may not reproduce or copy, in whole or in part, the accompanying documentation materials defined and described in Appendix A hereto except as necessary for use as authorized herein or for use in training Licensee's employees.

18.2. Licensee agrees to reproduce and include any BellSouth copyright, trademark or proprietary notices, or any like notices, on all copies of the accompanying documentation materials containing such notices, made pursuant to this Agreement.

19. CHOICE OF LAW/VENUE

The construction, interpretation and performance of this Agreement shall be governed and construed by the laws of the State of Georgia. The jurisdictional venue for any legal proceedings involving this Agreement shall be held in any applicable local, state or federal court located within the State of Georgia.

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20. SURVIVAL OF OBLIGATIONS

Licensee's and BellSouth's obligations under this Agreement which by their nature would continue beyond the termination, cancellation or expiration of this Agreement shall survive termination, cancellation or expiration of this Agreement, include without limitation those obligations contained in Sections 3, 7, 8, 11 and 18.

21. LICENSES

Except as otherwise provided in this Agreement, BellSouth grants no license to Licensee under any patents, copyrights, trademarks, trade secrets or any other intellectual property, expressed or implied.

22. NON-WAIVER

No waiver or failure to exercise any option, right or privilege under the terms of this Agreement on any occasion or occasions shall be construed to be a waiver of the same or any other option, right, or privilege on any other occasion.

23. SECTION HEADINGS

The section headings used in this Agreement are for convenience only and do not affect the meaning or interpretation on this Agreement.

24. INCORPORATION BY REFERENCE

The terms and conditions specified in Appendix A, together with all developed exhibits referred to in this Agreement and attached hereto, are integral parts of this Agreement and are fully incorporated herein by this reference.

25. ENTIRE AGREEMENT

This Agreement sets forth the entire agreement and understanding between the parties as to the subject matter hereof and merges all prior discussions between them, and neither of the parties shall be bound by any conditions, definitions, warranties, understandings or representations with respect to such subject matter other than as expressly provided herein, or as duly set forth subsequent to the effective date hereof in writing and signed by proper and duly authorized representatives of both parties hereto.

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IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized representatives in one or more counterparts, each of which shall constitute an original, as of the Effective Date specified above.

[SIGNATURES ON FOLLOWING PAGE]

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Licensee:

_____

By:_____
(Authorized Signature)

Name:_____
(Print or Type)

Title:_____

Date:_____

BellSouth:

BellSouth Telecommunications, Inc.

By:
(Authorized Signature)

Name:
(Print or Type)

Title:

Date:_____

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Appendix A

LICENSEE CONTACT/DELIVERY ADDRESS:

LICENSEE:
CONTACT NAME:
ADDRESS:
PHONE:

DESCRIPTION OF RSAG DATABASE FOR FLORIDA:

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Docket NO. 000649-TP

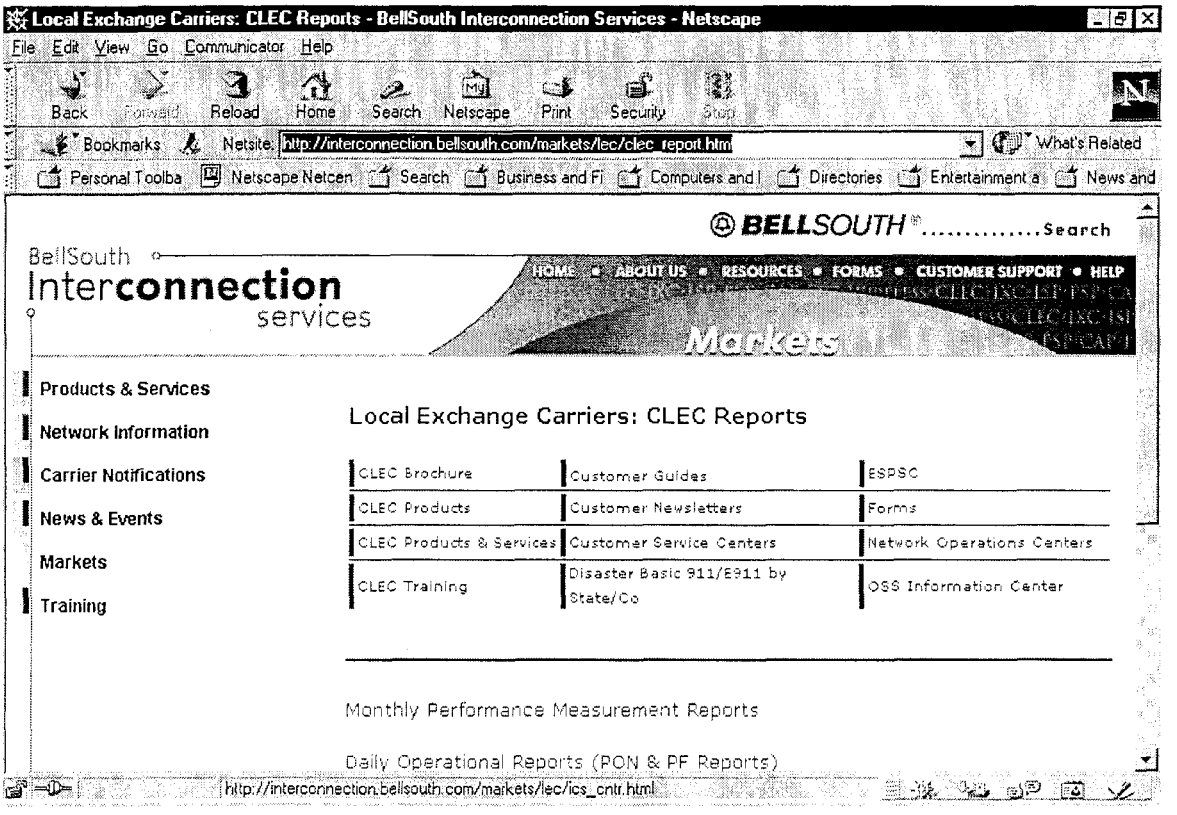
EXHIBIT RMP-2

Transmittal Cover Sheet for Pate Exhibit RMP-2

This sheet transmits the

CLEC Reports Internet Screen

Which consists of 1 page


Local Exchange Carriers: CLEC Reports - BellSouth Interconnection Services - Netscape
File Edit View Go Communicator Help
Back Forward Reload Home Search Netscape Print Security Stop
Bookmarks Netsite: http://interconnection.bellsouth.com/markets/lec/clec_report.htm What's Related
Personal Toolba Netscape Netcen Search Business and Fi Computers and I Directories Entertainment a News and
BELLSOUTH Search
BellSouth Interconnection services
HOME ABOUT US RESOURCES FORMS CUSTOMER SUPPORT HELP
Markets
Products & Services
Network Information
Carrier Notifications
News & Events
Markets
Training
Local Exchange Carriers: CLEC Reports
CLEC Brochure
Customer Guides
ESPSC
CLEC Products
Customer Newsletters
Forms
CLEC Products & Services
Customer Service Centers
Network Operations Centers
CLEC Training
Disaster Basic 911/E911 by State/Co
OSS Information Center
Monthly Performance Measurement Reports
Daily Operational Reports (PON & PF Reports)
http://interconnection.bellsouth.com/markets/lec/ics_cntr.html

Florida Public Service Commission

Docket NO. 000649-TP

EXHIBIT RMP-3

Transmittal Cover Sheet for Pate Exhibit RMP-3

This sheet transmits the

CSOTS User Guide

Which consists of 32 pages

CLEC Service Order Tracking System

User's Guide

Document Number: 4982-300-500-03

March 30, 2000

Issue 3

Prepared for:

BellSouth Telecommunications Inc.

Prepared by

BellSouth Applied Technologies
5515 Spalding Drive
Norcross, GA 30092
770.209.8000

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Change History

Issue	Date	Description
Draft 1	10/14/99	First draft
Issue 1	10/27/99	Incorporated changes from review
Issue 2	11/15/99	Incorporated updates
Issue 3	3/30/00	• Formatting changes to the cover and sections 1.1, 2.1, 2.3.2, and 4.1 have been made as requested by BellSouth Telecommunications Inc. • Content changes in the Abbreviations and Acronyms section and Section 3.2 have been made as requested by BellSouth Telecommunications Inc.

Contents

Before You Begin **1**

Purpose 1
Using This Guide 1
Typographical Conventions 1
Abbreviations and Acronyms 2

Chapter 1. Introduction **3**

1.1. Purpose of the Tracking System 3
1.2. System Availability 3
1.3. Process Flow 4

Chapter 2. Getting Started **5**

2.1. Accessing the System 5
2.2. Help 6
2.3. Logging In 7
2.3.1. Changing Your Password 8
2.3.2. Changing Your Password from the Profile Screen 9

Chapter 3. Service Order Inquiry **11**

3.1. Using the Order Inquiry Function 11
3.2. Searching by a Date Range 12
3.2.1. Breakdown by State 13
3.2.2. Service Order List Screen 14
3.2.3. Searching by a Specific Field 17

Chapter 4. Service Orders **19**

4.1. Overview 19
4.2. Appropriate Action 20
4.2.1. PF Status 20
4.2.2. MA Status 20
4.3. Service Order Identification 22
4.3.1. Service Order Fields 22
4.4. Service Order Fields 24
4.4.1. Service Order Detail 25

Chapter 5. Using Excel **27**

5.1. Downloading Results into MS Excel 27

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Figures

Figure 1. CLEC Service Order Tracking System Home Page 5
Figure 2. Change Password Screen 8
Figure 3. CLEC Service Order Tracking System Home Page 9
Figure 4. Profile Screen 10
Figure 5. Order Inquiry Screen 11
Figure 6. Service Order Status Screen 12
Figure 7. Service Order List Screen 14
Figure 8. Service Order Headers 24
Figure 9. Downloading into Excel from Netscape 27

Before You Begin

Purpose

This guide is designed to help you use the CLEC Service Order Tracking System (CLEC SOTS), referred to as the "tracking system." The guide reviews service order statuses and provides instructions on the various service order fields and system navigation.

Note: This guide assumes that you have some familiarity with Web browsers and standard Microsoft Windows conventions.

Using This Guide

The following table explains the topics addressed in each chapter:

Read...	To learn about...
Chapter 1, "Introduction,"	The overall functionality.
Chapter 2, "Getting Started,"	Accessing the system, getting online help, and logging in and exiting the system.
Chapter 3, "Service Order Inquiry,"	Retrieving service order data by date range and quick field searches.
Chapter 4, "Service Orders,"	Service Orders, appropriate action, order statuses, and order identification.
Chapter 5, "Using Excel,"	Downloading query results into an Excel worksheet.

Typographical Conventions

The following typographical conventions are used in this guide:

Convention	Purpose
Bold	Indicates values or objects you enter into the system. For example: "Type **https://clecview.bellsouth.com**."
Note:	Indicates an exception or attribute to notice.
Hint:	Indicates an easier alternative to complete a process or step.

Abbreviations and Acronyms

The abbreviations and acronyms used in this guide are defined in the following table:

Term	Meaning
AECN	Alternate Exchange Carrier Name
AO	Assignable Order
BST	BellSouth Telecommunications
CA	Cancelled
CLEC	Competitive Local Exchange Carrier
CLEC SOTS	CLEC Service Order Tracking System
CP	Completed
CUID	CLEC User Identification
Current DD	Current Due Date
DD	Due Date
HC	Held for Completion
LSR	Local Service Request
PD	Pending Dispatch
PF	Pending Facilities
PON	Purchase Order Number
RESH	Reseller Sharer
SO#	Service Order Number
SOCS	Service Order Control System
SPOC	Single Point of Contact
TN	Telephone Number

Chapter 1. Introduction

1.1. Purpose of the Tracking System

The tracking system provides CLEC service order information from the BellSouth Service Order Communication System (SOCS) for CLEC service orders via a Web interface. The tracking system is designed to provide the CLEC community with the following capabilities:

- Viewing service orders
- Determining order statuses
- Tracking service orders

1.2. System Availability

The tracking system interfaces with SOCS to process your requests to view service orders. The tracking system and SOCS are unavailable at certain times for scheduled maintenance or upgrades, which are normally performed during off-peak hours. You will not be able to obtain information at these times.

Please consider the following maintenance schedule when planning to make your service order viewing requests. All times are in Eastern Standard Time:

Day	Down Time
Monday – Saturday	12:00 AM — 6:59 AM 7:01 PM — 12:00 AM
Sunday	12:00 AM — 11:59 PM

1.3. Process Flow

CLECs issue Local Service Requests (LSRs) to request service(s) for their end user customers. The LSR is the mechanism by which a CLEC instructs BellSouth on how to handle end user customers. LSRs may be submitted to BellSouth electronically or manually. A basic LSR is generated and processed in the following order.

1. The CLEC generates an LSR.
2. BellSouth Telecommunications (BST) receives the LSR, generates a service order in SOCS, and notifies the CLEC of the service order.
3. The service is delivered to the customer.

The LSR is translated into a service order and is communicated to other BellSouth departments via SOCS, where CLEC Service Order Tracking System information is derived.

Chapter 2. Getting Started

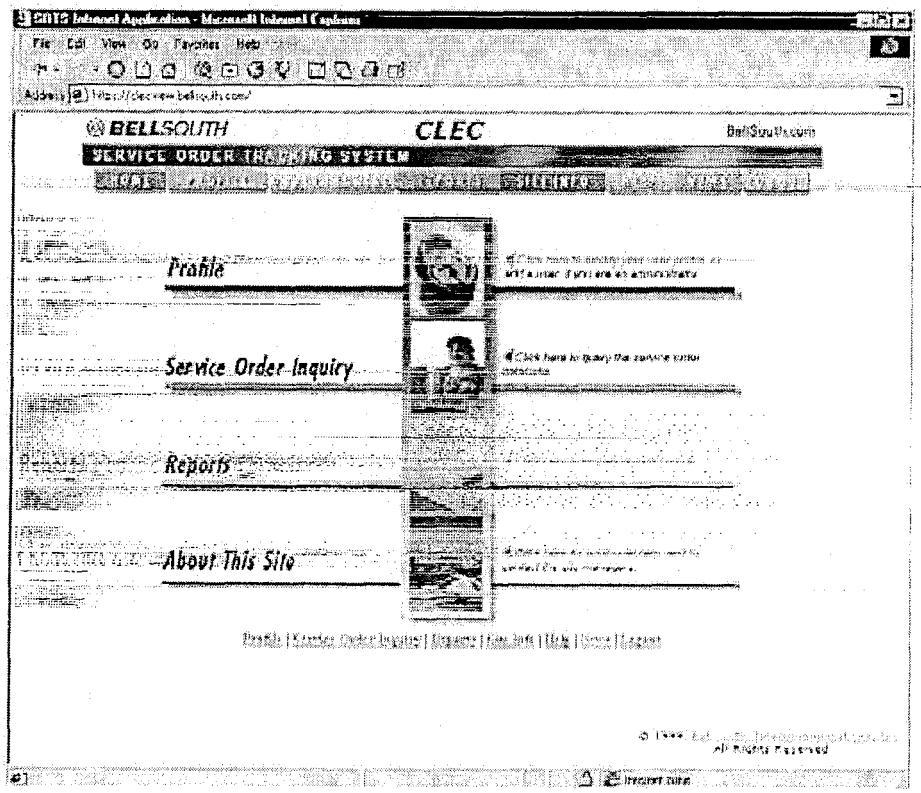
2.1. Accessing the System

You will need the following system requirements to successfully access the tracking system through the Internet:

- Excel version 5.0
- 800 x 600 screen resolution or higher
- Internet Explorer 4.01 with SP1 and above for the tutorial
- Netscape Communicator 4.06 and above for the tutorial

In your browser's location toolbar, type **https://clecview.bellsouth.com** and press Enter to access the home page. The following screen appears:

Figure 1. CLEC Service Order Tracking System Home Page



The home page contains links to all tracking system functions. Depending on your user access, you can click any button in the top frame or highlighted text in the bottom frame to jump to the appropriate interface.

Button	Description
HOME	Links to the Home page.
PROFILE	Links to the "User Profile" function, which enables a CLEC to change his or her password.
ORDER INQUIRY or Service Order Inquiry	Links to the "Service Order Inquiry" function.
REPORTS	May be available for future use.
SITE INFO or About this Site	Links to a page containing site access, trouble reporting, and system copyright information.
HELP	Links to this guide and the computer based tutorial.
NEWS	Links to the News page, which alerts to site updates.
LOGOUT	Allows the CLEC to log out of the system.

2.2. Help

HELP will link you to the appropriate section of the User's Guide based on your location or position in the tracking system. You may choose a section of the guide from the "Contents" frame on the left side of your screen.

2.3. Logging In

Note: You should have been issued a CLEC User ID (CUID) and password for logging in. If you have lost or do not have a CUID or password, contact the SPOC.

To log in to the tracking system, follow these steps:

1. Open your Internet browser and type **https://clecview.bellsouth.com** in the location toolbar and press Enter.

   Note: If you have assigned a password to your digital certificate, the system will prompt you to enter it.

2. Click "Service Order Inquiry" or the "Reports" button or link.

3. Enter your CUID and password and click 

.

Note: If your login attempt fails, the screen will refresh and prompt you to re-enter your CUID and password. If your second login attempt fails, contact the SPOC to verify that the CUID and password you are entering is correct.

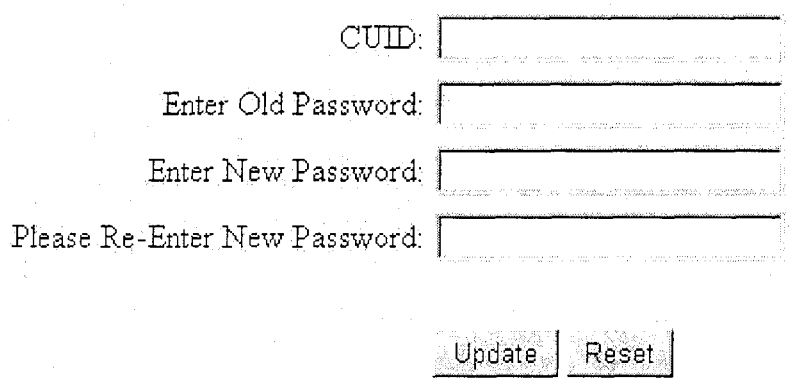
2.3.1. Changing Your Password

You can change your password. Passwords have no minimum character length and can be as long as 16 characters.

To change your password, follow these steps:

1. From the Login screen, click the "Change Password" link. The following appears:

   Figure 2. Change Password Screen

2. Type your CLEC User ID in the CUID field.
3. Type your current password, in the Enter Old Password field.
4. Type your new password in the Enter New Password field.
5. Type your new password in the Please Re-Enter New Password field.
6. Click Update.

Note: If you make a mistake and want to re-enter information, click Reset and repeat steps 2 through 6.

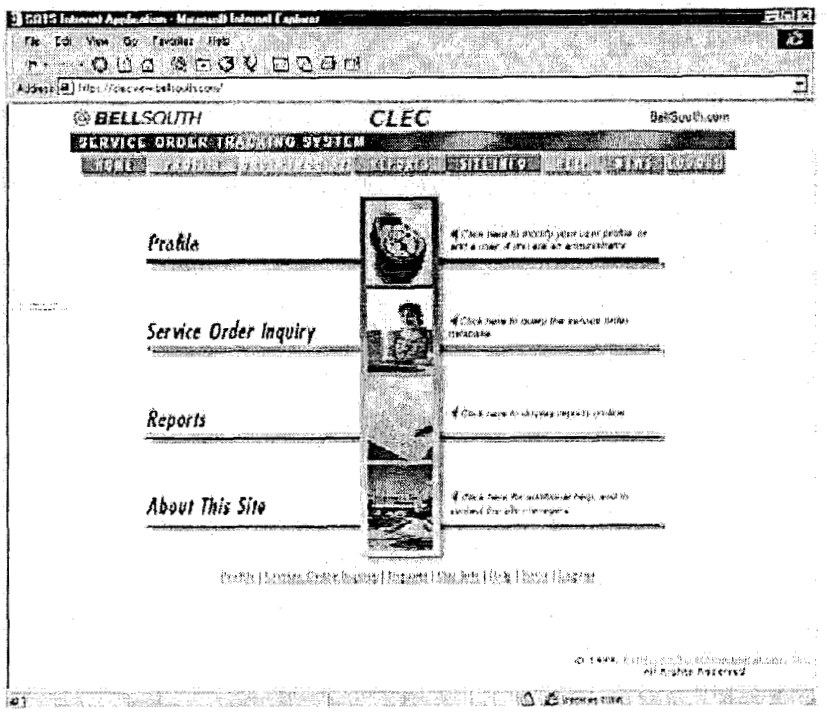
2.3.2. Changing Your Password from the Profile Screen

Note: If you cannot access the appropriate service order information, please contact the SPOC. The SPOC will correct your user profile, if needed.

To change your password from the Profile screen, follow these steps:

1. Click [PROFILE] or the Profile icon from the tile bar or Home page, as shown in the following figure:

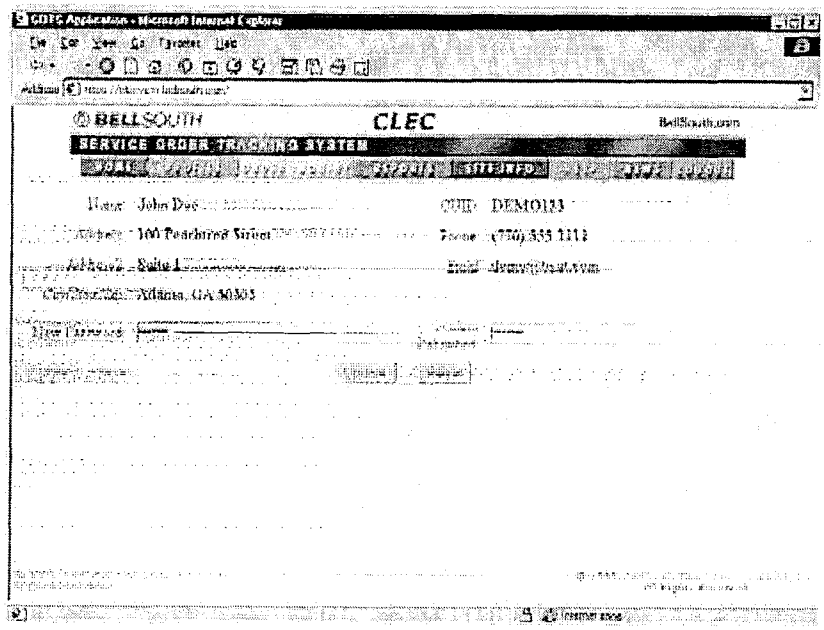
Figure 3. CLEC Service Order Tracking System Home Page



2. Select your CUID.

   The following screen appears:

   Figure 4. Profile Screen



3. Type your new password in the New Password field.
4. Retype your new password in the Confirm Password field.
5. Click Update.

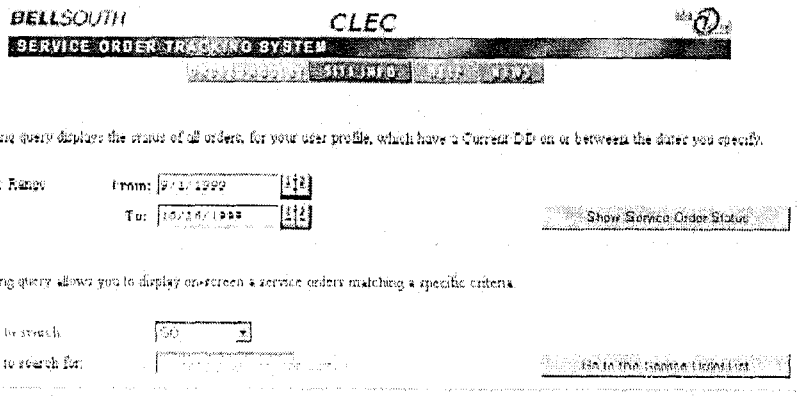
Chapter 3. Service Order Inquiry

3.1. Using the Order Inquiry Function

Use the Service Order Inquiry function to query service order information based on your security profile, which the Account Team requested, by clicking [redacted].

The following screen appears:

Figure 5. Order Inquiry Screen



3.2. Searching by a Date Range

To retrieve all orders by a specific date range, follow these steps.

1. Click the  next to the From date field to select the start date or type the date in the field.
2. Click the  next to the To date field to select the end date or type the date in the field.

   Note: The system will not accept a range greater than 90 days.
3. Click  .
   The following screen appears:

Figure 6. Service Order Status Screen

Service Order Status
in All States
with Current DD between 9/1/1999 and 10/26/1999

	PD	PF	AO	MA	CA	CP	Total
TEST (8004)	1	0	0	1	0	0	2
TEST (9000)	1	0	0	0	24	964	989
Total	2	0	0	1	24	964	991

The table (matrix) indicates the number of service orders that have the following CLEC statuses:

- **PD**– Pending Dispatch
- **PF** – Pending Facilities
- **AO**– Assignable Order
- **MA**– Missed Appointment
- **CA**– Cancelled
- **CP**– Completed

3.2.1. Breakdown by State

This window allows you to change how you view the matrix. The default view is of the Entire Region.

If you want to...	Then...
View a specific state	Click the state.
Return to the default value	Click the "Entire Region" link.

Note: The text above the matrix tells you which view you are seeing.

You can click any underlined entry in the matrix to retrieve service orders based on criteria involving the CLEC Company Code and Order Status you select. The following table lists the information you will see, depending on the entry you select.

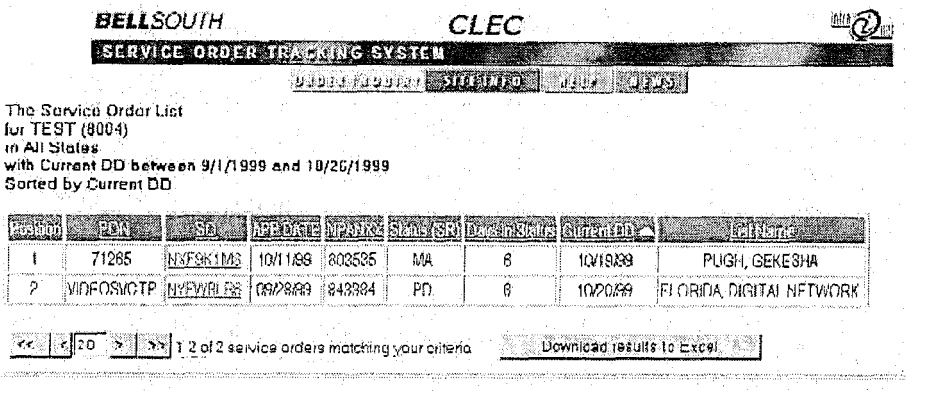
Link	Shows all service orders...
Status Type (PF, PD, AO, MA, CA, or CP) or Column Total	In the specified status for all of the CLEC Company Codes.
Number	In the specified status for the specific CLEC Company Code.
Row Total	In the selected status based on the CLEC Company Codes shown.

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3.2.2. Service Order List Screen

Once you select a matrix header, the following screen appears:

Figure 7. Service Order List Screen



Note: The service orders shown are sorted by the Current Due Date. You can reorder the list by selecting any column heading.

The following table defines the field headings in the Service Order List screen:

Field	Description
Position	Position of the service order within the list.
PON	Purchase Order Number.
SO#	Service Order Number.
APP Date	Application Date of the Service Order, which is the day the Service Center or electronic interface receives a correct LSR.
NPANXX	The NPA and NXX on the Service Order.
Status	Service Order Status.
Days in Status	Number of days the order has been in that status.
Current DD	Current Due Date.
List Name	Listed name specified by the LSR.

To view the Service Order Header and Detail information for a specific service order, click the Service Order Number link in the SO# column. The Service Order screen appears.

Note: The header information remains at the top of the screen when you scroll.

3.2.2.1. Service Order Screen Elements

The following describes the Service Order screen elements.

Element	Description
<<	Click this button to link to the first list.
<	Click this button to link to the previous list.
10	The system will list results based on the number you enter into this box.
>	Click this button to link to the next list.
>>	Click this button to link to the last list.
Download results to Excel	Click this button to download the list into an Excel file on your computer.
Column Header	Click this to view the results for that column.
Position	This column tells the number of the result you are viewing.

3.2.2.2. Changing the Sort Order

To re-order a descending column by ascending order, click on the column header. An arrow appears to the right of the column header. To reverse the order, click the column header.

Note: The default order is in descending order on the date received.

3.2.2.3. Viewing the Service Order

If the order is in "AO," "PF," or "MA" status, a button will appear on the Service Order screen labeled "Get Current Status." It will allow you to view a current status of the service order in SOCS.

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3.2.2.4. Printing the Service Order

Once you select the service order, it appears in a new screen. The system must format the order to include the header before you can print the order. To print the order, follow these steps:

1. Click Printable Format.
2. Click once within the newly reformatted screen.
3. Click your browser's "Print" button (i.e.  or ) to send the image to your printer.

3.2.3. Searching by a Specific Field

From the Order Inquiry screen, you can use the "Search by Specific Field Query" to retrieve a list of service orders by the following criteria:

- Service Order Number (SO#)
- Purchase Order Number (PON)
- RESH
- AECN
- Specific Due Date
- Telephone Number (TN)

To perform a quick search, follow these steps:

1. In the primary search window, click Select Field to Search SO and select one of the following:
   - AECN
   - Completion Date
   - Current DD
   - PON
   - RESH
   - SO
   - TN
2. In the Enter Value to Search For field, enter a value and click Go to the Service Order List.

   Note: The values you enter must be exact.

   The Service Order List appears.

   You can re-sort the list by selecting any column heading. If you click the SO# column link, the Service Order list will appear.

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Chapter 4. Service Orders

4.1. Overview

An LSR is processed in the following order when a CLEC submits it:

1. It is checked for errors.
2. It is characterized for order type (LNP or Non-LNP).
3. The CLEC generates a service order in SOCS.

If an LSR requires additional information to generate a service order, the following notice(s) will be sent to the CLEC, depending on how the LSR was sent:

- A faxed Clarification Notice or Rejected Notice and the PON report, if the order was submitted manually
- An Electronic Notice, if the LSR was submitted electronically

Note: You can access a PON Report at **https://clec.bellsouth.com**.

The following list describes the status changes a service order may undergo before it is delivered to the end user:

Status Abbreviation	Meaning	Description
CP	Completed Order	The order is complete and service has been delivered to the end user.
AO	Assignable Order	The order is ready for facility assignment.
CA	Cancelled Order	The order is canceled.
MA	Missed Appointment	The due date for the order has been missed. The associated codes give details.
PD and HC	Pending Order	The order has been assigned facilities and is waiting to be dispatched.
PF	Pending Facilities	It is difficult to provision facilities for the order.

Note: Service order status (system request codes) prefixes and suffixes direct efforts of downstream departments and are for BellSouth's internal use only.

4.2. Appropriate Action

A Pending Facilities (PF) or Missed Appointment (MA) status on an order usually indicates that there will be a delay in delivering service to the end user. You or BellSouth may need to take action to advance the order to Pending Dispatch (PD). The following sections explain PF and MA statuses and the procedures to follow when you encounter these statuses.

4.2.1. PF Status

A service order in PF status indicates a problem provisioning services to the end user. The PF Report gives details on orders in PF status, such as the reason for the delay and the estimated service date. When you encounter an order in PF status, consult the PF Report, which contains the reason for the delay, estimated service, etc., at "http://clec.bellsouth.com (http://clec.bellsouth.com)."

Note: The Web site is password protected. Each CLEC can only view the information about their orders in PR status.

4.2.2. MA Status

When an order is in MA status, a problem working the order exists. An MA status indicates the order will require a new due date. The MA status is further explained by the MA codes shown on the order. For more information about the MA codes, consult this URL: "http://www.interconnection.bellsouth.com/markets/lec/pend_stat.pdf (http://www.interconnection.bellsouth.com/markets/lec/pend_stat.pdf)."

4.2.2.1. MA Code Descriptions

The following table lists the MA field codes and their descriptions:

Code	Meaning	Description
CA	Company Assignment	Difficulty with the facility assignment resulted in a missed due date.
CA or EB	Company Business Ofc.	A business office (LCSC) mistake resulted in a missed due date.
CD	Company Designed	A facility design resulted in a missed due date.

Code	Meaning	Description
CF	Company Facilities	Physical facilities resulted in a missed due date.
CI*	Company Independent	Independent company difficulties resulted in a missed due date.
CK	Company Facilities	ISDN BRI Service facilities resulted in a missed due date.
CL	Company Load	An area work load resulted in a missed due date.
CM	Company Mechanization	Mechanization difficulties resulted in a missed due date.
CO	Company Other	Reasons other than those mentioned on this list resulted in a missed due date.
CS	Company Switching	Difficulties with the switching office resulted in a missed due date.
CX	Company Exceptional	Exceptional reasons (natural disaster, etc.) resulted in a missed due date.
CY	Customer Desired Due Date Missed	The due date was missed and the FOC date will follow.
SA*	Subscriber (CLEC/End User) Access	Lack of access at the end user address resulted in a missed due date.
SL*	Subscriber (CLEC/End User) Requests Later Date	CLEC/end user request for a later date resulted in a missed due date.
SP*	Subscriber (CLEC/End User) Requests Earlier Date	CLEC/end user request an earlier date resulted in a missed due date.
SO*	Subscriber (CLEC/End User) Other	CLEC/end user reasons other than those on this list resulted in a missed due date.
SR*	Subscriber (CLEC/End User) Not Ready	CLEC/end user is not ready.

*Consult the documentation at "http://www.interconnection.bellsouth.com/markets/lec/pend_stat.pdf

(http://www.interconnection.bellsouth.com/markets/lec/pend_stat.pdf)"to determine the appropriate action.

4.3. Service Order Identification

Orders are identified in SOCS by service order numbers, which begin with an alpha character followed by seven alphanumeric characters. There are six types of service orders that can be issued in SOCS. Order types are denoted by the first character of the order number. The values for the first character and their meanings are listed in the following table.

Character	Meaning
N	New
C	Change
D	Disconnect
T	Transfer to a new address (works with "F" order)
F	Disconnect from an Old Address (works with "T" order)
R	Record

4.3.1. Service Order Fields

The following table shows the fields that are available for you to view service order information:

Field Number	Title	Description
First Row Header Fields		
1	Order Status	Status of the service order (two alphabetic characters, which may include a prefix or suffix).
2	For BST Internal Use only	
3	For BST Internal Use only	
4	NPANXX	NPANXX used on the service order.
5	For BST Internal Use only	
6	For BST Internal Use only	
7	For BST Internal Use only	
8	For BST Internal Use only	

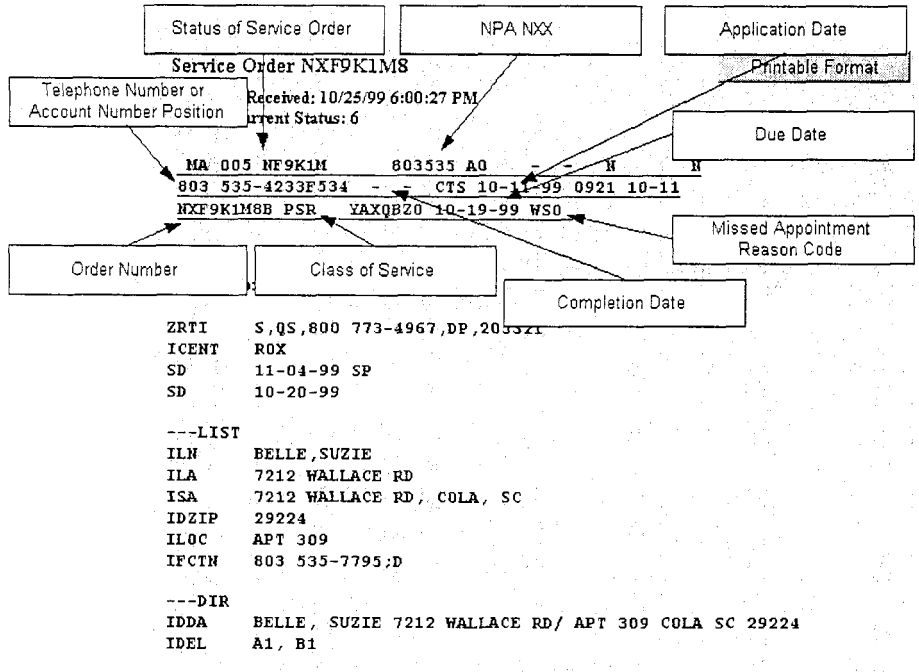
Field Number	Title	Description
9	For BST Internal Use only	
10	For BST Internal Use only	
Second Row Header Fields		
11	TN or Account Number	Main telephone or account number on which the service number is written.
12	For BST Internal Use only	
13	For BST Internal Use only	
14	Completion Date	Date the end user's service order or service installation is completed.
15	For BST Internal Use only	
16	Application Date	Date the clean LSR was presented and a service order could be issues.
17	For BST Internal Use only	
18	For BST Internal Use only	
Third Row Header Fields		
19	Order Number	Service order number.
20	Class of Service	Type of service as referenced in the USOC Manual.
21	For BST Internal Use only	
22	Due Date	Original due date the service order was to be completed.
23	For BST Internal Use only	
24	For BST Internal Use only	
25	Missed Appt Reason Code	Code indicating why the due date was not met.

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4.4. Service Order Fields

The service order header provides pertinent information about the service order. When you review an individual service order, the header information appears in blue and is underlined, as shown in the following figure.

Figure 8. Service Order Headers



4.4.1. Service Order Detail

Beneath the header information, service order details are separated into sections, which are defined in the following table:

Section	Definition
Unfielded Identification Information	This section of the service order is placed immediately following the header information. This section includes, but is not limited to, the following items: • Subsequent due date information—the new due date on which the order is to be worked. It is indicated by the "SD" followed by the date. • Related order information—a listing of orders related to the displayed order. The relationship between the orders is denoted by three alpha characters preceding the service order, as defined in the following list: – "CRO" or "RRSO" indicates related service orders due on the same day. – "RO" indicates related service orders due on different days. – "SEQ" indicates the sequence that related orders are to be worked. • AECN information is a four numeric CLEC identifier used on LNP and UNE orders.
Listing Information	The listing section of the service order is indicated by "- - -LIST." It includes, but is not limited to, the following codes: **Abbreviation Meaning** LN Indicates the Listed Name to be placed in the directory LA Indicates the Listed Address to be placed in the directory SA Indicates the location or address where service is working
Directory Information	This section is for BellSouth internal use only. It is indicated by "- - -DIR" and contains directory information.

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Section	Definition
Billing Information	Billing information on the service order is indicated by the "___BILL" section and may include, but is not limited to, the following information: **Prefix** **Meaning** IBN1 IBNX Billing Name followed by the address RESH Four digits preceded by an "R" used to identify the CLEC on resale orders IPON CLEC purchase order number IBTN The CLEC billing account or "Q" account number
Service and Equipment Details	The service and equipment section of the order is indicated by "- - -S&E." It refers to service and equipment that is being added, changed, deleted, etc. in accordance with the instructions on the LSR. The USOC codes for BellSouth's products and services can be found in the USOC Manual or the various state subscribers tariffs and will not be discussed in this guide. The codes that indicate the action taken on a product of service are listed below. One or more action codes will by indicated for each item influenced by the service order. The following table lists and describes the S&E Action Codes. **Code** **Meaning** I Adding a new feature, line, etc. O Removing feature, line, etc. R (Recapped) No change to existing feature, line, etc. C Change to existing feature, line, etc. Shows existing information (works with "T" action) T Change to existing feature, line, etc. Shows the new information (works with "C" action D Change to existing feature, line, etc. (works with "E" action) E Change to existing feature, line, etc. (works with "D" action) G Grouping of information for individual telephone numbers

Chapter 5. Using Excel

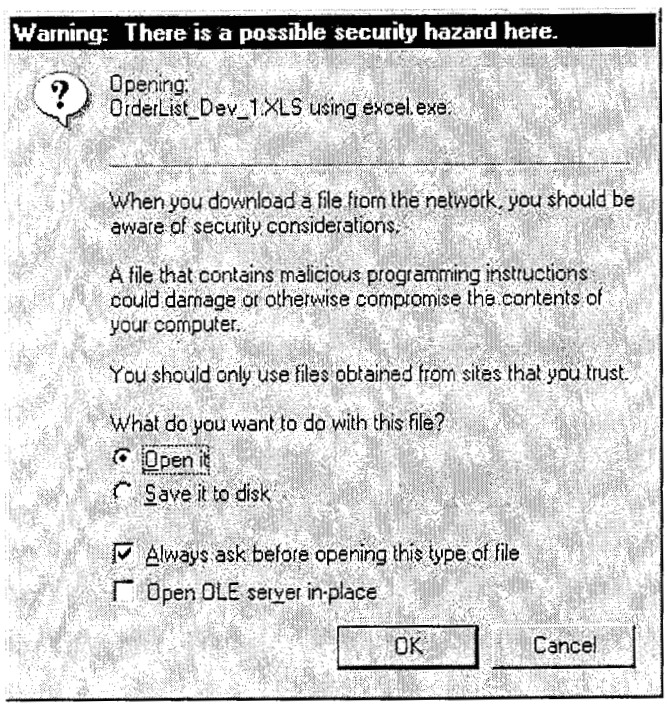
5.1. Downloading Results into MS Excel

To download the query results from the Service Order List into Microsoft Excel, follow these steps:

1. From the Service Order List, click Download results to Excel at the bottom of the screen.
2. If you are using **Internet Explorer**, select the Open In Excel link or click the . The file appears on the screen within your browser:

   If you are using **Netscape**, follow steps 3 through 4:
3. Select the "Open In Excel" link or click the . The following window appears in your browser:

   Figure 9. Downloading into Excel from Netscape



4. Select either Open it or Save it to disk and click OK.

   The file is downloaded into your Excel application.

Florida Public Service Commission

Docket NO. 000649-TP

EXHIBIT RMP-4

Transmittal Cover Sheet for Pate Exhibit RMP-4

This sheet transmits the

BellSouth Products and Services Interval Guide

Which consists of 35 pages

BELLSOUTH

Customer Guide
CG-INTL-001
Issue 3, July 2000

BellSouth Products & Services Interval Guide

Network & Carrier Services

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July 1998 - July 2000

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Contents

Subject	Page
Introduction	**v**
Purpose	v
Version Information	vii
1. Alphabetical Product Index	**1**
1.1 Alphabetical Product Index	1
2. Complex Resale Services	**5**
2.1 Complex Resale Services	5
3. Simple Resale Services	**11**
3.1 Simple Resale Services	11
4. Unbundled Network Elements	**15**
4.1 Unbundled Network Elements	15
5. Number Portability	**23**
5.1 Local Number Portability	23
5.2 Interim Number Portability	25

Introduction

Purpose

The purpose of the BellSouth Products & Services Interval Guide is to provide initial target intervals for the provisioning of Complex Resale Services, Simple Resale Services, Unbundled Network Element (UNE) Services, and Number Portability.

These target intervals may be used when placing firm service order requests, or for general planning purposes. BellSouth will make every effort to accommodate service requests utilizing these intervals. As with all service provisioning requests, these target intervals assume an error free request, normal working conditions including safety, load, weather, and availability of equipment and facilities. Due dates will be provided via the Firm Order Confirmation (FOC) process for each individual order.

Refer to the Resale Ordering Matrix contained in the BellSouth Ordering Guide for CLECs found at: http://www.interconnection.bellsouth.com/guides/guides.html to determine if the order should be sent to the LCSC or the Account Team.

The day the order is received by BellSouth, either LCSC or Account Team, is considered the start of the interval process. The Targeted Service Interval in this guide includes the FOC Interval, and the Service Inquiry Interval, if applicable. LSR's returned to a CLEC for clarification may result in an extended or revised FOC Interval or Targeted Service Interval.

For convenience in viewing or printing this guide, go to the On-Line CLEC Customer Guides page at: http://www.interconnection.bellsouth.com/guides/guides.html and click on "Download Guides" before viewing or printing the guide. Downloading prior to viewing or printing the guide will cause the table headers to be displayed at the top of each screen or printed page. If you choose to download guides for easy viewing and printing, the Alphabetical Product Index links will not work. Links work only if on-line navigation method selected from On-line CLEC Customer Guides page.

The following is an example of interval considerations:

EXAMPLE: Request for 1 Local Exchange Line addition:

- CLEC places request with LCSC on Monday for the addition of one Local Exchange Line (Residence) at end user location.
- LCSC receives request Monday at 10:00 A.M.
- LCSC creates a service order and sends FOC Wednesday at 9:00 A.M.
- Line is installed at end user location Friday.

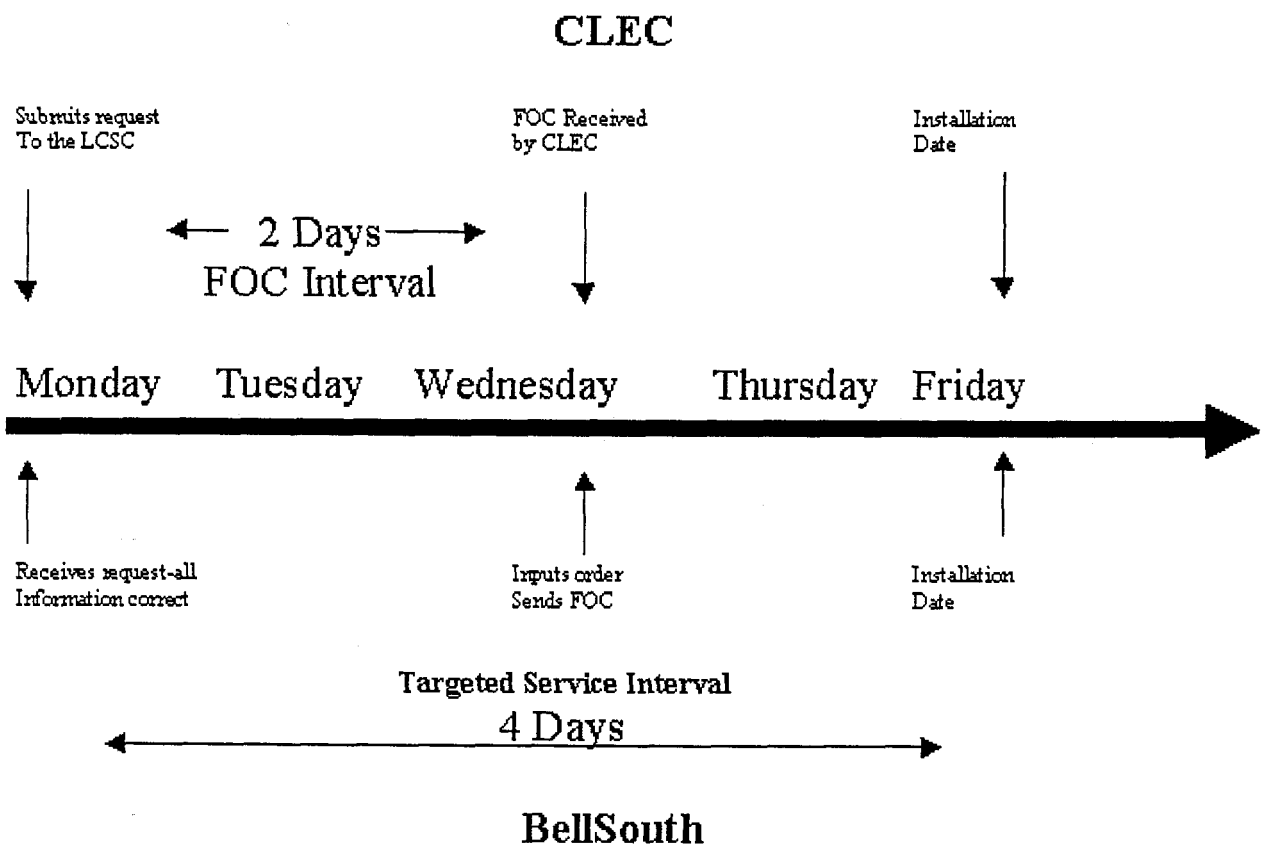


Figure 1 Interval Considerations Example

Version Information

Table A Summary of Changes

Date/Issue July, 2000 / 3a	Chapter	Description
	Introduction Section	Added URL addresses which reference the BellSouth Ordering Guide and the On-Line Customer Guides pages found on the World Wide Web.
	Simple Resale Services Interval Table	Added the word "days" to the Local Exchange Line (Flat/ Message/Measured) Residence and Local Exchange Line (Flat/ Message/Measured) Business rows in the Targeted Service Interval for Retail/Resale New or Existing Account and Resale Switch with Changes Column .
	Simple Resale Services Interval Table	Added a noteat the bottom of the Simple Resale Services Interval Table to explain terms of Dispatch and No Dispatch.
	UNE Interval Table	Updated the interval for 2 Wire ISDN Digital Loop, Quantity 1-7.
	UNE Interval Table	Modified Physical Collocation-Central Office and Virtual Collocation-Central Office to include new Florida rules
	UNE Interval Table	Modified Physical Collocation-Central Office and Virtual Collocation-Central Office to include new intervals for 1-5 applications.

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Table A Summary of Changes (continued)

Table B Revision History

Date/Issue	Description
December, 1999 / 2b	Following is a summary of changes included in this guide: • UNE-Interoffice Transport: - Changed the product name from Interoffice DS0 to Dedicated Interoffice DS0 - Changed the product name from Interoffice DS1 to Dedicated Interoffice DS1 - Changed the product name from Interoffice DS3 to Dedicated Interoffice DS3 - Changed the product name from Dedicated 2 Wire Voice Grade to Dedicated Interoffice 2 Wire Voice Grade - Changed the product name from Dedicated 4 Wire Voice Grade to Dedicated Interoffice 4 Wire Voice Grade - Changed the product name from Local Channel Dedicated DS1 to Dedicated Local Channel DS1 - Changed the product name from Interoffice Transport Analog Line Grade to Dedicated Voice Grade - Added new product Dedicated Local Channel DS3 - Increased FOC Interval to include service inquiry time of 7 days and adjusted Targeted Service Interval accordingly for Dedicated Interoffice DS3 • UNE-Increased FOC Interval to include service inquiry time of 5 days and adjusted Targeted Service Interval accordingly for: - ADSL 2 Wire UNE - HDSL 2 Wire & 4 Wire UNE - Unbundled Copper Loop - Unbundled Loop Concentration (ULC) System - ULC Loop Interfaces • UNE-Changed intervals to Negotiated for Unbundled Network Terminating Wire • UNE-Changed intervals to Negotiated for the following products still under development: - Unbundled Sub-Loop Distribution - Unbundled Sub-Loop Concentration • UNE-Removed the following: - Hunting (feature-not product) - Switching Functionality (part of port-cannot be ordered separately) - Unbundled Local Usage (part of port-cannot be ordered separately)
	• Simple Resale Services-Changed line quantity for: - Local Exchange Lines - Independent Payphone Providers

1. Alphabetical Product Index

1.1 Alphabetical Product Index

BellSouth product list sorted alphabetically with links to the appropriate interval table. Simply double click on the product to hyperlink to the correct table. (Link works only if on-line navigation method selected from On-line CLEC Customer Guides page. If you choose to download guides for easy viewing and printing links will not work).

- Access to 800 Database
- Access to Databases
- Access to Line Information Database
- Accupulse®
- ADSL 2 wire asymmetrical digital subscriber line loop
- Area Plus
- Area Plus with Complete Choice
- Call Block
- Call Forwarding Variable
- Call Return
- Call Selector
- Call Tracing
- Call Waiting
- Call Waiting Deluxe
- Caller ID
- CCS7 Signaling Transport Service
- Centrex additions
- Collocation
- Complete Choice
- Customized Call Routing
- Dark Fiber Interoffice Transport
- Dedicated Transport
  - Interoffice DS0
  - Interoffice DS1
  - Interoffice DS3
  - Interoffice 2 wire voice grade
  - Interoffice 4 wire voice grade
  - Local Channel DS1

  - Local Channel DS3
- Direct Access to DA Service
- Direct Inward Dial (DID)
  - Interim Number Portability
  - Local Number Portability Number Blocks
  - Trunk Lines
- Directory Assistance
  - Access Service
  - Call Completion
  - Database Service
  - Number Services Intercept
  - Transport
- E-911/SALI
- Enhanced Caller ID
- Essx additions
- FCO/FX
- FlexServ®
- Foreign Central Office (FCO)
- Foreign Exchange (FX)
- Frame Relay
- HDSL 2 wire & 4 wire high bit rate digital subscriber line loop
- Hunting For Local Resale Lines
- Independent Payphone Provider
- Integrated Package
- Interim Number Portability
- Interoffice Transport
- Inward Operator Services
- ISDN
  - BRI
  - PRI
  - Local Number Portability
    - BRI
    - PRI
  - 2 wire digital line side port
  - 4 wire digital line side port
- LightGate®

- Line Features for Local Exchange Lines
- Local Exchange Line
  - Business (Flat, Message, Measured)
  - Residence (Flat, Message, Measured)
- Local Number Portability
- MegaLink®
  - Channelized
  - Non-channelized
- MegaLink Plus®
- MemoryCall®
- Message Telephone Service
- MultiServ®/MultiServ Plus®
- Network Interface Device (NID)
  - NID
  - NID to NID cross connect
  - For local exchange line usage
- Network Terminating Wire
- NID
- NID to NID Cross Connect
- NMLI
- Number Portability
- Off Prem Stations
- Open AIN (OAIN)
- Operator Call Processing
- Optional Calling Plan
- PBX Trunks (Flat, Message, Measured)
- Physical Collocation
- Point to Point Analog Data Circuit
- Preferred Call Forwarding
- Private Branch Exchange (PBX)
- Remote Access to Call Forwarding
- Remote Call Forwarding
  - For Interim Number Portability
  - For Local Exchange Line
- Repeat Dialing
- RingMaster®

- RIPH-Route Index Hubbing
- SmartPath®
- SmartRing®
- Speed Calling
- Sub Loops (outside plant)
  - Loop Concentration
  - Loop Feeder
- SynchroNet®
- Tie Lines
- Touchtone for Local Exchange Lines
- ULC Loop Interfaces
- Unbundled
  - Access to OSS
  - Copper Loop
  - Local Switching
  - Loop Concentration (ULC) System
  - Loops
  - Network Elements
  - Network Terminating Wire
  - Sub-loop Concentration
  - Sub-loop Distribution
- Virtual Collocation
- WATS
- 2 Wire Analog DID Trunk Port Unbundled Local Switching
- 2 Wire Analog Line Port
- 2 Wire Analog Voice Grade Designed Loop
- 2 Wire Analog Voice Grade Non-designed Loop
- 2 Wire ISDN Digital Line Side Port Unbundled Local Switching
- 2 Wire ISDN Digital Loop
- 3–Way Calling
- 4 Wire 56 or 64 Kbps Digital Loop
- 4 Wire Analog Voice Grade Loop
- 4 Wire DS1 & PRI Digital Loop
- 4 Wire ISDN DS1 Digital Trunk Port Unbundled Local Switching

2. Complex Resale Services

2.1 Complex Resale Services

The Complex Resale Services Interval Table consists of the following Terms and Definitions:

Term	Definition
Product	BellSouth product.
Quantity	Number of lines, trunks, circuits, or points.
FOC Interval	The number of days from receipt of request to Firm Order Confirmation (FOC).
Targeted Service Interval	The number of days from receipt of request to completion of order.
FOC Interval Switch-As-Is	The number of days from receipt of request to FOC for Switch-As-Is orders.
Targeted Service Interval Switch-As-Is	The number of days from receipt of request to completion of order for Switch-As-Is requests.

Table C Complex Resale Services Interval Table

Product	Quantity	Targeted Service Interval Switch-As-Is	Targeted Service Interval	FOC Interval Switch-As-Is	FOC Interval
AccuPulse®*		3 days + 1 for each additional circuit	15 days + 1 for each additional circuit	2 days	9 days
ESSX (additions)*	1-3 lines	4 days	4 days	2 days	2 days
	4-9 lines	5 days	7 days	2 days	2 days
	10-24 lines*	7 days	7 days	3 days	3 days
	25+ lines*	7 days + 1 for each additional line	7 days + 1 for each additional line	5 days	5 days
BellSouth Centrex*		N/A	Negotiated	N/A	Negotiated
BellSouth Centrex additions	1-10 lines	5 days	7 days	3 days	4 days

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Table C Complex Resale Services Interval Table (continued)

Product	Quantity	Targeted Service Interval Switch-As-Is	Targeted Service Interval	FOC Interval Switch-As-Is	FOC Interval
	11-24 lines	5 days	10 days	4 days	5 days
	25+ lines	7 days	Negotiated	5 days	Negotiated
Direct Inward Dial (DID)*	1-8 trunks	3 days	16 days	2 days	10 days
	9-16 trunks	4 days	20 days	3 days	11 days
	17-24 trunks	5 days	23 days	4 days	11 days
	25+ trunks*	5 days + 1 for each additional 10 trunks	23 days + 1 for each additional trunk	4 days	11 days
E-911/SALI*		Negotiated	Negotiated 12-18 months	Negotiated	Negotiated
FlexServ® *	1-8 circuits*	3 days	25 days	2 days	11 days
	9+ circuits*	5 days + 1 for each additional 4 circuits	25 days + 2 for each additional 4 circuits	3 days	11 days
Frame Relay (note 4)	1-14 circuits*	3 days	15 days	2 days	6 days
	15+ circuits*	3 days	22 days + 1 for each additional circuit	2 days	13 days
ISDN/BRI	1-4 circuits*	3 days	16 days	2 days	7 days
	5+ circuits*	4 days + 1 for each additional circuit	16 days + 1 for each additional circuit	3 days	7 days
ISDN/PRI	1-4 circuits*	5 days	25 days	3 days	11 days
	5+ circuits*	5 days + 1 for each additional circuit	25 days + 1 for each additional circuit	3 days	12 days
LightGate® new	Any quantity with or w/o DSO's*	N/A	Negotiated	N/A	Negotiated
LightGate® additions	1-4 MegaLink® on LightGate®*	3 days	16 days	2 days	10 days

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Table C Complex Resale Services Interval Table (continued)

Product	Quantity	Targeted Service Interval Switch-As-Is	Targeted Service Interval	FOC Interval Switch-As-Is	FOC Interval
	5+ MegaLink® on LightGate®*	3 days + 1 for each additional 4 circuits	16 days + 1 for each additional 4 circuits	3 days	10 days
MegaLink® non channelized	1-4 circuits	3 days	10 days	2 days	4 days
	5+ circuits*	3 days + 1 for each additional 4 circuits	14 days + 1 for each additional circuit	2 days	8 days
MegaLink® channelized	1-4 circuits*	5 days	16 days	3 days	10 days
	5+ circuits*	5 days + 1 for each additional 4 circuits	16 days + 1 for each additional 4 circuits	3 days	10 days
MegaLink Plus® (note 2)	1-4 circuits*	3 days	Negotiated	2 days	Negotiated
	5+ circuits*	3 days + 1 for each additional 4 circuits	Negotiated	2 days	Negotiated
MultiServ®/ MultiServ Plus® new*		N/A	Negotiated	N/A	Negotiated
MultiServ®/ MultiServ Plus® additions	1-10 lines	5 days	7 days	3 days	4 days
	11-25 lines	5 days	10 days	4 days	5 days
	25+ lines	7 days	Negotiated	5 days	Negotiated
NMLI	1-8 circuits*	5 days	Negotiated	4 days	Negotiated
	9+ circuits*	5 days + 1 for each additional circuit	Negotiated	4 days	Negotiated
Off-prem stations	1-8 circuits	3 days	9 days	2 days	3 days
	9-16 circuits	3 days	12 days	2 days	3 days
	17-25 circuits	4 days	15 days	3 days	3 days

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Table C Complex Resale Services Interval Table (continued)

Product	Quantity	Targeted Service Interval Switch-As-Is	Targeted Service Interval	FOC Interval Switch-As-Is	FOC Interval
	25+ circuits	5 days + 1 for each additional 10 circuits	21 days + 1 for each additional 4 circuits	3 days	9 days
SMARTPath®		7 days	Negotiated	5 days	Negotiated
SMARTRing®		7 days	Negotiated	5 days	Negotiated
SynchroNet® point-to-point	1-8 points	3 days	9 days	2 days	3 days
	9+ points*	3 days + 1 for each additional 4 points	16 days + 2 for each additional 4 points	3 days	8 days
SynchroNet® multipoint	3-5 points	3 days	17 days	2 days	4 days
	6-8 points	3 days	19 days	2 days	4 days
	9+ points*	4 days + 1 for each additional 3 points	25 days + 2 for each additional 4 points	3 days	10 days
FCO/FX	1-8 circuits	3 days	9 days	2 days	3 days
	9-16 circuits	3 days	12 days	2 days	3 days
	17-24 circuits	4 days	15 days	3 days	3 days
	25+ circuits*	4 days + 1 for each additional 10 circuits	21 days + 1 for each additional circuit	3 days	9 days
Tie lines	1-8 circuits	3 days	9 days	2 days	3 days
	9-16 circuits	3 days	12 days	2 days	3 days
	17-24 circuits	4 days	15 days	3 days	3 days
	25+ circuits*	4 days + 1 for each additional 10 circuits	21 days + 1 for each additional circuit	3 days	9 days
WATS	1-8 circuits	3 days	9 days	2 days	3 days
	9-16 circuits	3 days	12 days	2 days	3 days
	17-24 circuits	4 days	15 days	3 days	3 days

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Table C Complex Resale Services Interval Table (continued)

Product	Quantity	Targeted Service Interval Switch-As-Is	Targeted Service Interval	FOC Interval Switch-As-Is	FOC Interval
	25+ circuits*	4 days + 1 for each additional 10 circuits	21 days + 1 for each additional circuit	3 days	9 days
Point to point analog data	3-5 points	3 days	16 days	2 days	3 days
	6-8 points	3 days	18 days	2 days	3 days
	9+ points*	4 days + 1 for each additional circuit	24 days + 1 for each additional circuit	3 days	9 days

Note:

1. *=Service Inquiry Required.
2. MegaLink Plus® intervals should be considered on an individual case basis since fiber facilities are required to provision this service.
3. FlexServ® intervals should include additional network circuits associated with the FlexServ® service.
4. Independent telephone companies/Interexchange carriers carry their own established interval guidelines, where applicable.
5. Negotiated = The BellSouth Project Manager will negotiate with the New Service Provider, for all targeted intervals.

3. Simple Resale Services

3.1 Simple Resale Services

The Simple Resale Services Interval Table consists of the following Terms and Definitions:

Term	Definition
Product	BellSouth product.
Quantity	Number of lines, trunks or circuits, or account level activity.
Targeted Service Interval-Switch-As-Is	The number of days from receipt of request to completion of order.
Targeted Service Interval For Retail/ Resale New or Existing Account, and Resale Switch With Changes	The number of days from receipt of request to completion of order.
FOC Interval	The number of days from receipt of request to Firm Order Confirmation (FOC).

Table D Simple Resale Services Interval Table

Product	Quantity	Targeted Service Interval Switch-As-Is	Targeted Service Interval For Retail/Resale New or Existing Account And Resale Switch With Changes	FOC Interval
Call Waiting Deluxe	per account	Use Local Exchange Line interval	4 days	2 days
Caller ID	per account	Use Local Exchange Line interval	4 days	2 days
Enhanced Caller ID	per account	Use Local Exchange Line interval	4 days	2 days
Independent Payphone Provider (per location)	1-5 lines	2 days	5 days	2 days
	6+ lines	3 days	Negotiated	Negotiated

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Table D Simple Resale Services Interval Table **(continued)**

Product	Quantity	Targeted Service Interval Switch-As-Is	Targeted Service Interval For Retail/Resale New or Existing Account And Resale Switch With Changes	FOC Interval
Line features (Note 1)	per account	Use Local Exchange Line interval	Use Local Exchange Line interval	2 days
Local Exchange Line (Flat/ Message/ Measured) Residence	1 line	2 days	*No dispatch=2 days; Dispatch =4 days	2 days
	2 lines	2 days	4 days	2 days
	3-5 lines	2 days	7 days	2 days
	6-10 lines	2 days	9 days	2 days
	11-24 lines	3 days	12 days	2 days
	25+ lines	4 days	Negotiated	2 days
Local Exchange Line (Flat/ Message/ Measured) Business	1 line	2 days	*No dispatch=2 days; Dispatch =4 days	2 days
	2 lines	2 days	4 days	2 days
	3-5 lines	2 days	7 days	2 days
	6-10 lines	2 days	9 days	2 days
	11-24 lines	3 days	12 days	2 days
	25+ lines	4 days	Negotiated	2 days
MemoryCall®	per account	Use Local Exchange Line interval	4 days	2 days

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Table D Simple Resale Services Interval Table **(continued)**

Product	Quantity	Targeted Service Interval Switch-As-Is	Targeted Service Interval For Retail/Resale New or Existing Account And Resale Switch With Changes	FOC Interval
Optional Calling Plan	per account	Use Local Exchange Line interval	3 days	2 days
PBX Trunks (Flat/Message/ Measured)	1-5 Trunks	3 days	7 days	2 days
	6-10 Trunks	4 days	10 days	3 days
	11+ Trunks	5 days	Negotiated	Negotiated
RingMaster®	per account	Use Local Exchange Line interval	3 days	2 days

Note:

1. Line features are central office work only (no dispatch or engineering required). Some of the line features include: Area Plus, Call Waiting, Speed Calling, Call Forwarding Variable, Remote Access to Call Forwarding, 3–Way Calling, Hunting, Integrated Package, Area Plus with Complete Choice, Complete Choice, Message Telephone Service (MTS), Call Return, Call Selector, Call Tracing, Call Block, Repeat Dialing, Preferred Call Forwarding, Touchtone.
2. Negotiated = BellSouth will negotiate with the New Service Provider, for all targeted intervals.

Note: *If qualifies for Automatic Completions (AC=Yes), then the order is given a 2 day interval. No dispatch is required

4. Unbundled Network Elements

4.1 Unbundled Network Elements

The Unbundled Network Elements Interval Table consists of the following Terms and Definitions:

Term	Definition
Product	BellSouth Product
Quantity	Number of lines, trunks, circuits, or points
Targeted Service Interval	The number of days from receipt of request to completion of order
FOC Interval	The number of days from receipt of request to Firm Order Confirmation (FOC)

Table E UNE Interval Table

Product	Quantity	Targeted Service Interval	FOC Interval
Unbundled Loops			
2 Wire analog voice grade loop non-designed (SL1)	1-5	7 days	2 days
	6-14	10 days	3 days
	15+	Negotiated	Negotiated
2 Wire analog voice grade loop designed (SL2)	1-5	7 days	2 days
	6-14	10 days	3 days
	15+	Negotiated	Negotiated
4 Wire analog voice grade loop	1-5	7 days	2 days
	6-14	10 days	3 days
	15+	Negotiated	Negotiated
4 Wire DS1 & PRI digital loop	1-5	7 days	2 days
	6-14	10 days	3 days
	15+	Negotiated	Negotiated

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Table E UNE Interval Table **(continued)**

Product	Quantity	Targeted Service Interval	FOC Interval
2 Wire ISDN digital loop	1-7	12 days	5 days
	8-14	15 days	7 days
	15+	Negotiated	Negotiated
4 Wire 56 OR 64 Kbps digital loop	1-5	7 days	2 days
	6-14	10 days	3 days
	15+	Negotiated	Negotiated
ADSL-2 Wire asymmetrical digital subscriber line loop*	1-5	12 days	7 days
	6-13	15 days	8 days
	14+	Negotiated	Negotiated
HDSL-2 Wire & 4 Wire high bit rate digital subscriber line loop*	1-5	12 days	7 days
	6-13	15 days	8 days
	14+	Negotiated	Negotiated
Unbundled Copper Loop*	1-5	12 days	7 days
	6-13	15 days	8 days
	14+	Negotiated	Negotiated
Unbundled Network Terminating Wire*		Negotiated	Negotiated
Loop Concentration (inside plant)			
Unbundled Loop Concentration (ULC) System*	1	95 days	20 days
ULC Loop Interfaces*	1	12 days	7 days
Sub Loops (outside plant)			
Unbundled Sub-loop Distribution* **(Note 3)**	1	Negotiated	Negotiated

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Table E UNE Interval Table **(continued)**

Product	Quantity	Targeted Service Interval	FOC Interval
Unbundled Sub-loop Concentration *(dependent upon equipment and right of way **(Note 3)**	1	Negotiated	Negotiated
Network Interface Device (NID)			
NID to NID cross connect	1-14	7 days	2 days
	15+	Negotiated	Negotiated
NID	1-14	7 days	2 days
	15+	Negotiated	Negotiated
Open AIN (OAIN)			
OAIN tool kit*	1	45 days	10 days
OAIN service management system*	1	45 days	10 days
CCS7 Signaling Transport Service			
A-Link signaling	1	60 days	12 days
D-Link signaling	1	60 days	12 days
STP-signaling transfer point	1	60 days	12 days
Interoffice Transport			
Dedicated Voice Grade **(Note 3)**	1	30 days	7 days
Dedicated interoffice DS0 **(Note 3)**	1	30 days	7 days
Dedicated interoffice DS1	1	30 days	7 days
Dedicated interoffice DS3*	1	37 days	14 days
Dedicated interoffice 2 wire voice grade **(Note 3)**	1	30 days	7 days
Dedicated interoffice 4 wire voice grade **(Note 3)**	1	30 days	7 days
Dedicated local channel DS1	1	30 days	7 days
Dedicated local channel DS3*	1	37 days	14 days

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Table E UNE Interval Table **(continued)**

Product	Quantity	Targeted Service Interval	FOC Interval
Dark fiber	1	Negotiated	Negotiated
O/S and D/A UNEs			
Operator call processing-OPCH, FACH, BLV, EI,ECT	1	30 days	7 days
Operator call processing-facility based OPCH, FACH, ECT	1	30 days	7 days
Operator call processing-facility based BLV, EI	1	30 days	7 days
Inward operator services	1	30 days	7 days
Directory assistance access service (DAAS)	1	30 days	7 days
Directory assistance call completion (DACC)	1	30 days	7 days
Directory assistance number services intercept (DANSI)	1	30 days	7 days
Directory assistance transport	1	30 days	7 days
Directory assistance database service (DADS)	1	30 days	7 days
Direct access to DA service (DADAS)	1	30 days	7 days
Customized Call Routing (selective routing-LCC)			
1-5 LCC	1-5	30 days	7 days
6-25 LCC	6-25	60 days	15 days
>25 LCC	25+	Negotiated	Negotiated
Unbundled Local Switching			
2 Wire analog line port	1-10	3 days	2 days
	11-25	4 days	2 days
	25+	Negotiated	Negotiated
2 Wire analog DID trunk port	1-10	5 days	2 days

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Table E UNE Interval Table **(continued)**

Product	Quantity	Targeted Service Interval	FOC Interval
	11-25	6 days	2 days
	25+	Negotiated	Negotiated
2 Wire ISDN digital line side port	1-10	5 days	2 days
	11-25	6 days	2 days
	25+	Negotiated	Negotiated
4 Wire ISDN DS1 digital trunk port	1-10	5 days	2 days
	11-25	6 days	2 days
	25+	Negotiated	Negotiated
Unbundled Access to OSS			
Preorder*	1	30 days	N/A
Order/ Provisioning*	1	30 days	N/A
Maintenance/ Repair*	1	30 days	N/A
Access to Databases			
800 database	1	10 days	3 days
Line information database (LIDB)	1	60 days	7 days
Physical Collocation - Central Office			
Application Accepted or Denied-All States Except Florida **Note:** (See Note #1)		10 Business days	N/A
Application Response-All States Except Florida	1-5	30 Business days	N/A
	6-10	36 Business days	N/A
	11-15	42 Business days	N/A
	15+	Negotiated project	N/A

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Table E UNE Interval Table **(continued)**

Product	Quantity	Targeted Service Interval	FOC Interval
Ordinary provisioning - All states Except Florida **Note:** (See Note #2)	1-5	120 Calendar Days	N/A
	6+	Negotiated project	N/A
Extraordinary Provisioning - All States except Florida	1-5	180 Calendar days	N/A
	6+	Negotiated project	N/A
Virtual Collocation - Central Office			
Application Accepted or Denied - All States -Except Florida **Note:** (See Note # 1)		10 Business days	N/A
Application Response - All States Except Florida	1-5	30 Business days	NA
	6-10	26 days	NA
	11-15	32 days	
	15+	Negotiated project	
Ordinary Provisioning - All States Except Florida **Note:** (See Note #2)	1-5	90 Calendar days	NA
	6+	Negotiated project	NA
Extraordinary Provisioning - All States except Florida (See Note #2)	1-5	120 Calendar days	NA
	6+	Negotiated project	NA

Note: #1: Florida requires Application Response in 15 Calendar days.

Note: #2: Florida requires implementation of all physical collocation in 90 calendar days and all virtual collocation in 60 calendar days. BellSouth can negotiate an extension of time with CLEC and if that fails, seek an extension from the Florida Commission within 45 calendar days. However, for changes to existing collocation space, the Florida Commission ordered an interval of 45 calendar days, but BellSouth can also seek an extension in this case.

Note: Other:

1. *=Service Inquiry required. Service Inquiry interval included in Targeted Service Interval and FOC Interval
2. N/A=Not applicable
3. Product under development
4. Negotiated=The BellSouth Project Manager will negotiate with the New Service Provider, for all targeted intervals

5. Number Portability

5.1 Local Number Portability

The Number Portability Interval Guide is used for porting telephone number(s) only. If the porting request includes loops see Unbundled Network Elements (UNE) interval table and use the interval in this table, or the UNE table, whichever is longest.

The Number Portability Interval Table consists of the following Terms and Definitions:

Term	Definition
Product	BellSouth Product
Quantity	Numbers, or number blocks
Targeted Service Interval	The number of days from receipt of request to completion of order
FOC Interval	The number of days from receipt of request to Firm Order Confirmation (FOC)
Full Migration	Port all telephone numbers on end user account
Partial Migration	Port some telephone numbers, leave some telephone numbers, and/or disconnect some telephone numbers

Product	Quantity	Targeted Service Interval	FOC Interval
Full Migration			
Simple Resale/Retail Services	1-50 numbers	5 days	2 days
	51+ numbers	Negotiated	Negotiated
Complex Resale/Retail Services, including:			
LNP porting of number(s) only:			
1. Centrex/MultiServ	1-50 numbers	5 days	2 days
	51+ numbers	Negotiated	Negotiated
2. ISDN BRI (Non-designed)	1-50 numbers	5 days	2 days

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	51+ numbers	Negotiated	Negotiated
3. ISDN BRI (Designed)	1-50 numbers	7 days	2 days
	51+ numbers	Negotiated	Negotiated
4. ISDN PRI(Non-designed)	1-50 numbers	5 days	2 days
	51+ numbers	Negotiated	Negotiated
5. ISDN PRI (Designed)	1-50 numbers	7 days	2 days
	51+ numbers	Negotiated	Negotiated
6. DID Number Blocks			
Complete initial block of 20 numbers	1 block	7 days	2 days
Complete initial block of 20 numbers PLUS one additional block of 20 numbers	2 blocks	7 days	2 days
Complete initial block of 20 numbers PLUS two or more additional blocks of 20 numbers	3+ blocks	Negotiated	Negotiated
Partial Migration			
Simple Resale/Retail Services	1-50 numbers	5 days	2 days
	51+ numbers	Negotiated	Negotiated
Complex Resale/Retail Services, including:			
LNP porting of number(s) only **(Note 1)**			
1. Centrex/MultiServ	1-50 numbers	5 days	2 days
	51+ numbers	Negotiated	Negotiated
2. ISDN BRI (Non-designed)	1-50 numbers	5 days	2 days
	51+ numbers	Negotiated	Negotiated
3. ISDN BRI (Designed)	1-50 numbers	7 days	2 days

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	51+ numbers	Negotiated	Negotiated
4. ISDN PRI (Non-designed)	1-50 numbers	5 days	2 days
	51+ numbers	Negotiated	Negotiated
5. ISDN PRI (Designed)	1-50 numbers	7 days	2 days
	51+ numbers	Negotiated	Negotiated
6. DID Number Blocks			
Partial initial block of 20 numbers	1-19 Numbers	Negotiated	Negotiated
Partial additional block of 20 numbers	1-19 Numbers	Negotiated	Negotiated
Complete additional block of 20 numbers	1-2 blocks	5 days	2 days
	3+ blocks	Negotiated	Negotiated

Note:

1. Intervals are for telephone number porting only. If existing service re-arrangement is needed see Complex Resale Services interval table.
2. Negotiated=The BellSouth Project Manager will negotiate with the New Service Provider, for all targeted intervals.

5.2 Interim Number Portability

Table F Interim Number Portability

Product	Quantity	Targeted Service Interval	FOC Interval
Interim Number Portability			
RCF-Remote call forwarding	1-25 Numbers	5 days (7 days Complex Services)	2 days
	26-50 Numbers	7 days	2 days
	51+ Numbers	Negotiated	Negotiated

- continued -

Table F Interim Number Portability (continued)

DID-Direct Inward Dial-Initial request-trunk group to be established	Initial	30 days	7 days
DID-Direct Inward Dial-Subsequent request-trunk group in place	1-100 Numbers	5 days	2 days
	100+ Numbers	Negotiated	Negotiated
RIPH-Route Index Hubbing	1-25 Numbers	Negotiated	Negotiated
	26-50 Numbers	Negotiated	Negotiated
	51+ Numbers	Negotiated	Negotiated

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BellSouth Interconnection Services
34P70 BellSouth Center
675 West Peachtree Street N.E.
Atlanta, Georgia 30375

August 28, 2000

Mr. Ron Martinez
Senior Manager
WorldCom
Two Northwinds Center
2520 Northwinds Parkway
Alpharetta, GA 30004

Dear Mr. Martinez:

This is in response to your correspondence of August 10, 2000 expressing WorldCom's concerns over a letter sent by Sharon Daniels of BellSouth on June 27, 2000 to Mr. Brian Murdoch of WorldCom. The letter was in regards to the appropriate process for the ordering of Enhanced Extended Loops (EEL) circuits. Sharon's letter stated that the appropriate method for the ordering of EELs is via the Local Service Request (LSR) process. Your allegation that this policy violates the Telecommunications Act of 1996 (Act),and the provisions of the current Interconnection Agreement, is incorrect. Additionally, BellSouth denies that use of the LSR for this propose "would substantially impair [WorldCom's] efforts to enter the local telephone market."

BellSouth is fully aware of its obligations regarding parity. Attachment VIII, Section 2.1.1.2 of the existing Interconnection Agreement sets forth the responsibilities that are required in order for BellSouth to meet its obligations to provide Operations Support Systems (OSS) at parity. This section states that:

> During the term of this Agreement, BellSouth shall provide necessary ordering and provisioning business process support as well as those technical and systems interfaces as may be required to enable MCIm to provide at least the same level and quality of service for all resale services, functions, features, capabilities and unbundled Network Elements as BellSouth provides itself, its Affiliates or its own subscribers. BellSouth shall provide MCIm with *the same level of ordering and provisioning support as BellSouth provides itself* in accordance with standards and performance measurements that are at least equal to the highest level of standards and/or performance measurements that BellSouth uses and/or which are required by law, regulatory agency, or by BellSouth's own internal procedures, whichever are the most rigorous. These standards shall apply to the quality of the technology, equipment, facilities, processes, and techniques (including, but not limited to, such new architecture, equipment, facilities, and interfaces as BellSouth may deploy) that BellSouth provides to MCIm under this Agreement. [Emphasis added]

BellSouth is in full compliance with the above. Your assertion that BellSouth retail units order MegaLink service electronically is simply incorrect. What I find surprising in your letter is that you would use BellSouth's MegaLink service to make a comparison to EELs, since this is the position BellSouth took before the Florida and Georgia Public Service Commissions in WorldCom's complaints regarding "Off-Net T1s."

FLORIDA PUBLIC SERVICE COMMISSION
DOCKET NO. 000649-TP EXHIBIT NO. 32
COMPANY/ WITNESS: WorldCom
DATE: 10-4-00

BellSouth's request that WorldCom submit a LSR when ordering EELs is not a "breach" of the Interconnection Agreement. You are incorrect in your interpretation of the intent of the Florida Public Service Commission's Order in Docket No. 980281. In its Order, the Commission ruled the Access Service Request (ASR) process was to be used as an "interim interface, through the LCSC." This interim interface was to be temporary until "BellSouth met its obligations to provide real time interactive access to its OSS for pre-ordering and ordering via [an] electronic interface as detailed in the agreement." The Commission did not imply that all orders for Unbundled Network Elements (UNE) had to have the capability of being ordered electronically, it simply meant that BellSouth is to implement real time interactive interfaces at parity with what BellSouth utilizes for itself. Since BellSouth does not have an electronic ordering interface for its high cap services, such as MegaLink service, an electronic ordering interface for similar Unbundled Network Elements is not necessary to comply with the Florida Public Service Commission's order. Therefore, BellSouth's request for WorldCom to order EELs via the LSR process is not a violation of the Commission's Order.

After once again carefully reading the *Third Report and Order* and the *Supplemental Order Clarification* that followed, I disagree that the FCC "envisioned that ILECs, like BellSouth, would use the ASR process for ordering EELs." The FCC simply advised that the ASR process was one method for the ordering of EELs, and the conversion of Special Access service to UNEs. In paragraph 298 of the *Third Report and Order*, the FCC states:

> "If the EEL is available and a requesting carrier seeks to serve a high volume business, the incumbent LEC can provision the high capacity loop and connect directly to a requesting carrier's collocation cage."

First of all WorldCom is not requesting that high capacity loops be connected directly to its collocation space. What WorldCom is ordering is Special Access service from an end user's location to the WorldCom switch. Furthermore, footnote 581 associated with the above sentence, which you referenced, does not require an ILEC to provision these types of loops using the ASR process. It simply observes that the ASR process is one method for the provision of EELs.

Moreover, your declaration that the Federal Communications Commission's (FCC) June 2, 2000 Supplemental Order Clarification, paragraph 30, "envisioned that ILECs like BellSouth would use the ASR process for ordering EELs" is totally incorrect. Paragraph 30 is referring to a methodology for the conversion of Special Access to UNEs and not for the ordering of EELS.

I find your statement that WorldCom would be injured if it had to use a manual process for ordering EELs somewhat surprising, since this is the methodology used not only by BellSouth's retail operations, but also other CLECs with no apparent negative effects. As you know the LSR process is a tested method for the ordering of network elements. What WorldCom is actually demanding is that it be allowed to order and have provisioned Special Access service, and then have BellSouth manually adjust the billing each month so WorldCom is billed only UNE rates.

Therefore, after September 5, 2000, BellSouth will no longer accept ASRs submitted electronically for EELs or special access conversions. All future orders for new circuits placed using the ASR process electronically after this date will be considered Special Access circuits. These Special Access circuits shall not be converted to UNE loop/transport combinations or UNEs, unless WorldCom indicates that each circuit is used to provide a significant amount of local service, in accordance with one of the three options outlined by the FCC in its Supplemental Order Clarification. In order to correctly provision EELs, it will be necessary for WorldCom to submit its requests using the LSR

process, in accordance with the Unbundled Dedicated Transport-EELs CLEC information Package dated May 15, 2000 and posted on the BellSouth Web site.

Furthermore, BellSouth shall begin on September 19, 2000, the conversion process to convert existing Special Access circuits, that BellSouth has been manually adjusting, to either UNE loop/transport combinations or UNEs, as appropriate. This process shall be completed by October 18, 2000. This conversion will be based on the circuits BellSouth is currently providing a credit for on a monthly basis. The reason for utilizing this information is that WorldCom has failed to provide the data necessary to ensure the proper circuits are converted. BellSouth asked WorldCom to provide this data in a request to Tina General at WorldCom this past summer.

The above ordering process and conversion are absolutely in accordance with the existing Interconnection Agreement. Attachment VIII of the Interconnection Agreement is very specific that the LSR process is to be used for the ordering of UNEs, and, therefore, WorldCom's continued use of the ASR process for ordering EELs is a violation of the existing Interconnection Agreement. Just as WorldCom expects BellSouth to "honor" the Interconnection Agreement, BellSouth expects the same from WorldCom.

All questions regarding the LSR process should be directed to your BellSouth account team. If you wish to discuss the above further, please call me on 404/927-8389.

Sincerely,

Pat Finlen, Manager - Interconnection Services

Copy to: Jerry Hendrix (BellSouth)
Pam Lee (BellSouth)
Phil Carver (BellSouth)
Steve Inman (BellSouth)
Shannon Waters (BellSouth)
Sharon Daniels (BellSouth)
Marcel Henry (WorldCom)

BellSouth Telecommunications, Inc.
FPSC Docket No. 000649-TP
W. Keith Milner
EXHIBIT No. WKM-1

FLORIDA PUBLIC SERVICE COMMISSION
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COMPANY/ WITNESS: Milner
DATE: 10-4-00

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BELLSOUTH TELECOMMUNICATIONS

TR73600
Issue C



UNBUNDLED LOCAL LOOP– TECHNICAL SPECIFICATIONS

Technical Reference

February, 2000

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NOTICE

This Technical Reference describes Unbundled Local Loops provided by BellSouth Telecommunications (BST), Inc. An Unbundled Local Loop provides a transmission path between a BST central office and an end–user location. This document describes the signals as they appear at the associated interfaces. It also describes some aspects of the performance of the channel.

BST reserves the right to revise this document for any reason, including but not limited to, conformity with standards promulgated by various governmental or regulatory agencies, utilization of advances in the state of the technical arts, or the reflection of changes in the design of any equipment, techniques, or procedures described or referred to herein. Liability to anyone arising out of use or reliance upon any information set forth herein is expressly disclaimed, and no representations or warranties, expressed or implied, are made with respect to the accuracy or utility of any information set forth herein.

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UNBUNDLED LOCAL LOOP – TECHNICAL SPECIFICATIONS

CONTENTS

1. GENERAL 1
   - 1.1 Scope 1
   - 1.2 Availability 1
   - 1.3 Revisions 1
2. REFERENCES 1
3. OVERVIEW AND GENERIC REQUIREMENTS 3
   - 3.1 Loop Topology 3
   - 3.2 Digital Loop Carrier 3
   - 3.3 Inductive Loading 3
   - 3.4 Types of Unbundled Local Loops 3
   - 3.5 Interfaces 4
   - 3.6 CLEC Equipment Requirements 4
   - 3.7 Copper Connectivity 7
   - 3.8 Right to Disconnect 7
   - 3.9 Foreign Voltage 7
   - 3.10 Noise 7
4. UNBUNDLED VOICE LOOP – DESCRIPTION 7
   - 4.1 Non–Design UVL 2–Wire/Service Level 7
   - 4.2 Designed Unbundled Voice Loops 7
     - 4.2.1 Two–wire and Four–wire Signaling 8
     - 4.2.2 Loop Start 8
     - 4.2.3 Ground Start 9
     - 4.2.4 Reverse Battery 9
   - 4.3 Signaling Requirements 10
   - 4.4 Transmission Requirements 10
5. UNBUNDLED VOICE LOOP – SIGNALING REQUIREMENTS 10
   - 5.1 General 10
   - 5.2 Loop–Start – Office End at MDF 11
     - 5.2.1 General 11
     - 5.2.2 MDF Interface – Idle State 11
     - 5.2.3 MDF Interface – Alerting State 11
     - 5.2.4 MDF Interface – Off–Hook State 12
     - 5.2.5 End–User Interface 12
   - 5.3 Ground–Start – Office End at MDF 12
     - 5.3.1 General 12

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5.3.2 MDF Interface – Idle State 13
5.3.3 MDF Interface – Alerting State 13
5.3.4 MDF Interface – Service Request State 13
5.3.5 MDF Interface – Off–Hook State 13
5.3.6 End–User Interface 13
5.4 Reverse–Battery – Originating End at the MDF 14
5.4.1 MDF Interface – Idle State 14
5.4.2 MDF Interface – Seizure 14
5.4.3 MDF Interface – Reverse–Battery State 14
5.4.4 End User Interface 14
6. UNBUNDLED VOICE LOOP – VOICE–FREQUENCY TRANSMISSION REQUIREMENTS 14
6.1 General 14
6.2 Insertion Loss 15
6.3 Noise 15
6.4 Noise–to–Ground 15
6.5 Voiceband Data 15
6.6 Signal Power 15
7. UNBUNDLED DIGITAL LOOP 16
7.1 General 16
7.2 Digital Baseband at 2.4, 4.8, 9.6, 19.2, 56 and 64 kbps 16
7.2.1 Interfaces 16
7.2.2 Transport 16
7.3 Basic Rate Access ISDN 17
7.3.1 Interfaces 17
7.3.2 Transport 17
7.4 HDSL–capable 17
7.4.1 Availability 17
7.4.2 Interfaces 17
7.4.3 Transport 18
7.5 ADSL–capable 18
7.5.1 Availability 18
7.5.2 Interfaces 18
7.5.3 Transport 19
7.6 DS1 19
7.6.1 Availability 19
7.6.2 Interfaces 19
7.6.3 Transport 20

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8. UNBUNDLED COPPER LOOP 20
8.1 Availability 20
8.2 Interfaces 20
8.3 Transport 20
9. UNBUNDLED SUB-LOOP 21
9.1 Availability 21
9.2 Interfaces 21
9.3 Transport 21
10. UNBUNDLED NETWORK TERMINATING WIRE 21
10.1 Availability 22
10.2 Interfaces 22
10.3 Transport 22
11. NETWORK INTERFACE DEVICE (NID) ACCESS 22
12. UNBUNDLED SUB-LOOP CONCENTRATION 22
12.1 Availability 22
12.2 Interfaces 22
12.3 Transport 23
13. UNBUNDLED LOOP CONCENTRATION 23
13.1 Availability 23
13.2 Interfaces 23
13.3 Transport 23
14. ELECTRICAL DISTURBANCES 24
15. ANNEX A – CHARACTERISTICS OF TIE CABLE(S) 25
16. ANNEX B – NC/NCI CODES 26
16.1 Network Channel (NC) Codes 26
16.2 Network Channel Interface (NCI) Codes 26

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UNBUNDLED LOCAL LOOP – TECHNICAL SPECIFICATIONS

1. General

1.1 Scope

This document provides the technical specifications for the Unbundled Local Loops offered by BellSouth Telecommunications (BST). Unbundled Local Loops enable a Competitive Local Exchange Carrier (CLEC) to provide services to an end-user location. While Unbundled Local Loops supporting a wide variety of signaling schemes are available, the widespread use of Digital Loop Carrier (DLC) in the BST network requires that a particular signaling scheme be specified when an Unbundled Local Loop is ordered.

A CLEC may utilize an unbundled loop to provide any telecommunications service it wishes. However, BST will only provision, maintain, and repair the loops to the standards that are consistent with the type of loop ordered. For example, if a CLEC orders an ISDN-capable loop but wants to use the loop for a service other than ISDN, BST will only support that the loop is capable of providing ISDN service.

BST will not make modifications to any loop to make it perform at a particular service level if it was not ordered as such. For example, if a loop was ordered as a Unbundled Voice Loop, but intended to be used for ADSL, BST will not remove any existing load coils from the loop.

1.2 Availability

Unbundled Local Loops are provided subject to availability on a first-come first-served basis.

1.3 Revisions

This revision is issued to completely rearrange the order and content of this document to make the document consistent with the Unbundled Network Element services currently being offered to the CLECs by BellSouth. The changes to Issue B are too numerous to list individually here.

This revision does not reflect the work efforts surrounding the FCC's UNE (Rule 319) Remand Order. As changes are made to existing services and/or new services are added, BST will update this document accordingly.

BST recognizes that the industry is working toward standards concerning spectrum management that will define spectrum management classes. As standards are approved, BST will update this document to reflect those standards.

2. References

The following documents are referenced:

(1) ANSI T1.102–1993, *Telecommunications – Digital Hierarchy – Electrical Interfaces*

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(2) ANSI T1.401–1993, *Telecommunications – Interface Between Carriers and Customer Installations – Analog Voicegrade Switched Access Lines Using Loop–Start and Ground–Start Signaling*

(3) ANSI T1.403–1999, *Telecommunications – Network and Customer Installation Interfaces – DS1 Electrical Interface*

(4) ANSI T1.405–1996, *Telecommunications – Interface Between Carriers and Customer Installation Interfaces, Direct–Inward–Dialing Analog Voicegrade Switched Access Using Loop Reverse–Battery Signaling*

(5) ANSI T1.407–1997, *Telecommunications – Interface Between Carriers and Customer Installations – Analog Voicegrade Special Access Lines Using Customer–Installation–Provided Loop–Start Supervision*

(6) ANSI T1.410–1992, *Telecommunications – Carrier–to–Customer Metallic Interface – Digital Data at 64 kbit/s and Subrates*

(7) ANSI T1.413–1998, *Telecommunications – Network and Customer Installation Interfaces – Asymmetric Digital Subscriber Line (ADSL) Metallic Interface*

(8) ANSI T1.510–1999, *Network Performance Parameters for Dedicated Digital Services for Rates Up to and Including DS3–Specifications*

(9) ANSI T1.601–1996, *Telecommunications – ISDN Basic Access Interface for use on Metallic Loops for Application on the Network Side of the NT*

(10) ANSI/IEEE 455–1985, *Standard Test Procedure for Measuring Longitudinal Balance of Telephone Equipment Operating in the Voice Band*

(11) ANSI/IEEE 743–1995, *Standard Equipment Requirements and Measurement Techniques for Analog Transmission Parameters for Telecommunications*

(12) Code of Federal Regulations, Title 47, FCC Rules and Regulations, Part 68, *Connection of Terminal Equipment to the Telephone Network.* Washington, D.C.: Federal Communications Commission.

(13) Committee T1 Technical Report No. 28, A *Technical Report on High–Bit–Rate Digital Subscriber Lines*

(14) Bellcore TA–TSY–000077, *Digital Channel Banks – Requirements for Dataport Channel Unit Functions, April 1986*

(15) Bellcore SR–TSV–002275, *BOC Notes on the LEC Networks* – 1994

(16) Bellcore GR–1089–CORE, *Electromagnetic Compatibility and Electrical Safety – Generic Criteria for Network Telecommunications Equipment – Issue 2, Revised Feb 99.*

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3. Overview and Generic Requirements

3.1 Loop Topology

Unbundled Local Loops extend from the Main Distributing Frame (MDF) in BST's Central Office (CO) to the End User Network Interface. They may be composed in either of the following arrangements:

- entirely of paired metallic conductors, or
- the concatenation of a universal DLC channel with paired metallic conductors.

3.2 Digital Loop Carrier

The use of DLC brings up the following two considerations.

- Some technologies, such as High Bit-rate Digital Subscriber Line (HDSL), cannot be transported via DLC due to the bandwidth employed. When a customer is served by DLC, an Unbundled Local Loop providing such a wide bandwidth will not typically be available.
- Many dedicated voiceband circuits employ signaling that requires unique DLC line cards.

3.3 Inductive Loading

Of the loops employing only metallic facilities, significant percentages are loaded. Loading involves the placement of inductors, typically every 6000 feet, in the loop. These inductors introduce attenuation at frequencies above the voiceband, making wide bandwidth services unavailable.

3.4 Types of Unbundled Local Loops

Due to the above considerations, a number of types of Unbundled Local Loops have been developed in order to simplify the ordering and provisioning process. The different types of loops can be placed into the following categories:

- Unbundled Voice Loop (UVL)
- Unbundled Digital Loop (UDL)
- Unbundled Copper Loop (UCL)

Unbundled Voice Loops provide a two-wire or four-wire voiceband transmission channel with various signaling options.

Unbundled Digital Loops provide a channel that can support one of a described set of digital transmission schemes.

Unbundled Copper Loops provide an all-metallic, unloaded copper path to CLECs for use with any telecommunications service that can use this type of facility.

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This document also covers some technical aspects of Unbundled Sub-Loops (USLs), Unbundled Network Terminating Wire (UNTW), Unbundled Sub-Loop Concentration (USLC) and Unbundled Loop Concentration (ULC).

3.5 Interfaces

Unbundled Local Loops are available with two-wire and four-wire interfaces, depending on the particular type. The same number of wires will be provided at both the MDF and the End User Interface. For two-wire interfaces, one conductor is denoted Tip and the other is denoted Ring. For four-wire interfaces, the conductors of one pair are denoted Tip and Ring; the conductors of the other pair are denoted Tip 1 and Ring 1.

The interface at the MDF is not accessible by the CLEC. Instead, it is connected to other BST unbundled elements, or it is connected-via tie cabling-to collocated CLEC equipment. The tie cabling is not part of the unbundled loop.

3.6 CLEC Equipment Requirements

Since a CLEC may utilize an Unbundled Local Loop to provide any telecommunications service it wishes and BST does not know what type of service is actually placed on the loop, regardless of how it was ordered, generic precautions must be specified for all local loop offerings.

Physical Requirements

In addition to applicable FCC, NEC, and UL requirements and orders, CLEC equipment shall also meet the following requirements:

- The dc voltage applied to either conductor shall be negative with respect to ground.
- The open-circuit dc voltage applied to any conductor shall be less than 80 Vdc when measured to ground or any other conductor.
- The power delivered to a load via BST facilities shall not exceed 2.5 watts.
- The current provided, via BST facilities, shall not exceed 150 mA.

Spectrum Considerations

On any unbundled loop that a CLEC chooses to employ any Digital Subscriber Line (DSL)-based technology, crosstalk into other cable facilities is a concern. Accordingly, the CLEC is responsible for limiting the Power Spectral Density (PSD) of the signal transmitted at both the End User interface and at the MDF interface. The following requirements shall be met to minimize interference to voiceband and certain loop transmission systems:

- The "downstream" data path, as defined in ANSI T1.413, shall be in the MDF-to-NI direction.

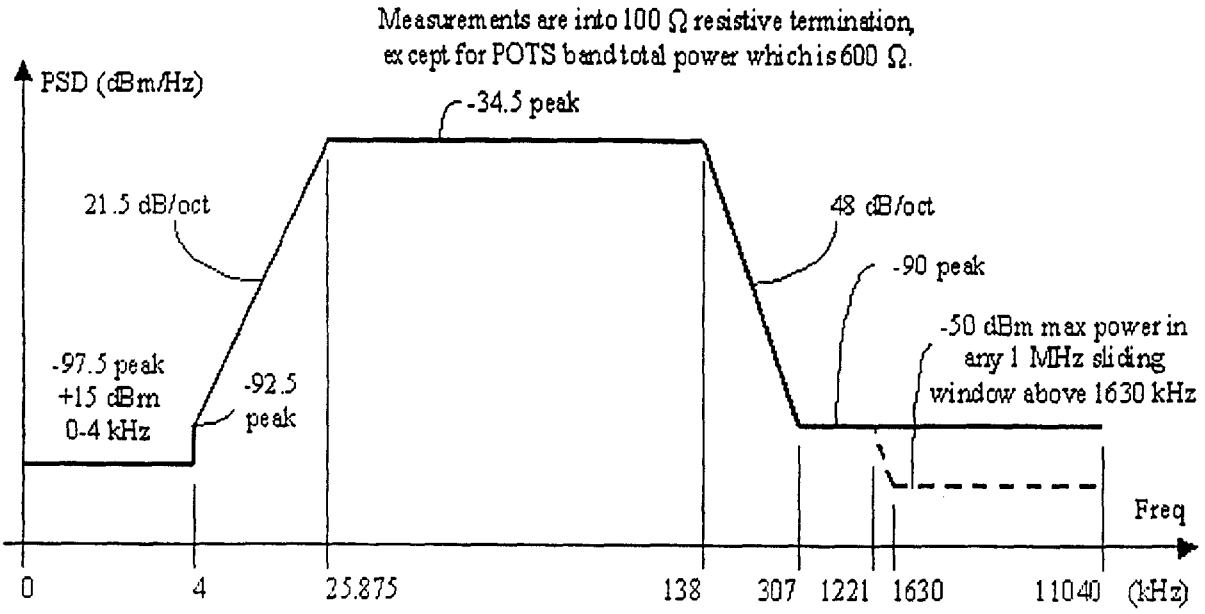
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- The "upstream" data path shall be in the NI-to-MDF direction.
- The PSD shall be limited to that specified in Figures 1 and 2.

Upstream Transmitter Spectrum



Note: The breakpoint frequencies and values are exact; the indicated slopes are approximate.

Note: The power in a 1 MHz sliding window is measured in 1 MHz bandwidths starting at the measurement frequency.

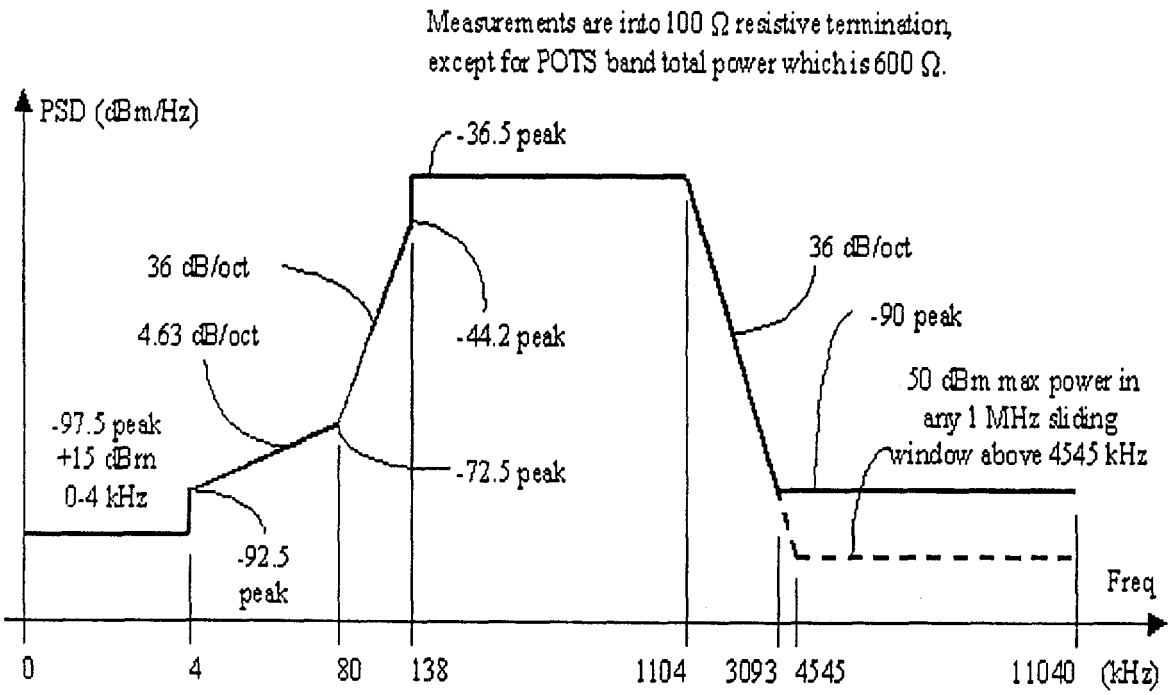
FREQUENCY BAND, kHz	EQUATION FOR LINE, dBm/Hertz
0 - 4	-97.5, +15 dBrn, 0-4 kHz
>4 - 25.875	-92.5 + 21.5*log(f/4)/log(2)
25.875 - 138	-34.5
138 - 307	-34.5 - 48*log(f/138)log(2)
307 - 1221	-90
1221 - 1630	-90 peak, with max power in 1 MHz sliding window of (-90 - 48*log(f/1221)/log(2) + 60) dBm
1630 - 11040	-90, with -50 dBm power in any 1 MHz sliding window above 1630 kHz

Figure 1 - Upstream Transmitter Spectrum (ADSL Applications)

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Downstream Transmitter Spectrum for Reduced NEXT



Note: The breakpoint frequencies and values are exact; the indicated slopes are approximate.

Note: The power in a 1 MHz sliding window is measured in 1 MHz bandwidth starting at the measurement frequency.

FREQUENCY BAND, kHz	EQUATION FOR LINE, dBm/Hertz
0 - 4	-97.5, +15 dBrn, 0-4 kHz
>4 - 80	-92.5 + 4.63*log(f/4)/log(2)
80 - 138	-72.5 + 36*log(f/80)/f(2)
138 - 1104	-36.5
1104 - 3093	-36.5 - 36*log(f/1104)/log(2)
3093 - 4545	-90 peak, with max power in 1 MHz sliding window of (-36.5 - 36*log(f/1104)/log(2) + 60) dBm
4545 - 11040	-90, with -50 dBm power in any 1 MHz sliding window above 4545 kHz

Figure 2 - Downstream Transmitter Spectrum for Reduced NEXT (ADSL Applications)

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3.7 Copper Connectivity

As described in Sections 7.5 and 8, BST provides loops that meet the characteristics of ADSL/HDSL industry standards with the Unbundled Digital Loops UDL-2W/EE and UDL-4W/EE and the Unbundled Copper Loop service offerings. However, a CLEC can attempt to run ADSL on any UNE loop, even though BST does not support it. Copper connectivity cannot be assured on any UNE loop except on the three mentioned above. For example, if ADSL is placed on a UVL loop, copper connectivity cannot be assured.

3.8 Right to Disconnect

BST reserves the right to disconnect a service or equipment connected to an unbundled local loop that either: (a) fails to meet the requirements of this document, or (b) is shown to be causing harm to other services or systems.

3.9 Foreign Voltage

The foreign voltage, when measured with a high impedance voltmeter on any UNE pair, shall be less than 6 Vdc between conductors or between either conductor to ground and 50 Vac_{rms} between either conductor to ground.

3.10 Noise

Due to the lack of a common means of testing for noise on facilities at higher frequencies, BST has chosen a common noise measurement requirement that is indicative of the power influence and balance of a facility. The idle-channel noise on any unbundled service offering shall be less than 20 dBrnC.

4. Unbundled Voice Loop - Description

Unbundled Voice Loops provide a two-wire or four-wire voiceband transmission channel with various signaling options. UVLs are offered in a single non-design version and several design versions. Copper continuity is not assured with this service.

4.1 Non-Design UVL 2-Wire/Service Level 1

This Unbundled Voice Loop provides a voice grade transmission channel suitable for loop-start signaling and the transport of analog voice grade signals. This loop, which is typically used to provide switched access telephone service, is non-designed. This offering does not have test points and does not come with Order Coordination.

This loop provides loop-start signaling, arranged-for battery-feed by the CLEC and loop closure by the end-user. This loop is only available via a 2-wire, loop-start interface.

4.2 Designed Unbundled Voice Loops

The following signaling and interface combinations are supported on Designed Unbundled Voice Loops:

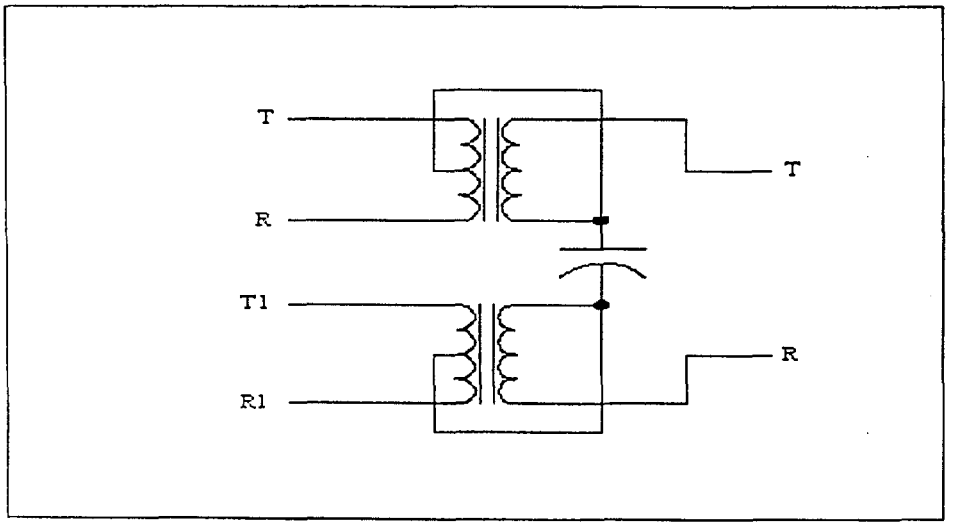
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Number of Wires	Signaling Options	Service Abbreviation
2	Loop-start signaling - office end at MDF	UVL-2W/SL2 (loop)
2	Ground-start signaling - office end at MDF	UVL-2W/SL2 (ground)
2	Reverse-Battery - originating end at MDF	UVL-2W/ (reverse battery)
4	Loop-start signaling - station end at MDF	UVL-4W (loop)
4	Ground-start signaling - office end at MDF	UVL-4W (ground)

These types of signaling are described briefly below. Bellcore SR-TSV-002275 contains a more thorough discussion. Section 5 contains detailed requirements for these types of signaling at both interfaces of each Designed Unbundled Voice Loop.

4.2.1 Two-wire and Four-wire Signaling

In the discussion below, a two-wire circuit is assumed. Four-wire circuits employ similar signaling, except that the dc signaling - instead of being applied directly to the tip and ring conductors - is applied to a center-taps of coupling transformer, so that the dc signals appear in the common-mode across both conductors of each of the four-wire pairs. A circuit suitable for the conversion of four-wire to two-wire is shown below.



4.2.2 Loop Start

The two ends of a loop-start circuit are denoted the office end and the station end. The office end provides a voltage across Tip and Ring. In the idle state, the station presents a high resistance across Tip and Ring. To request service, the station presents a low resistance between the conductors. The resultant current flow is detected by the office end. To alert an idle station of an incoming call, the office end applies ringing voltage, relative to ground, to the Ring.

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Loop-start circuits arranged with the office end at the MDF interface are commonly used to provide exchange access service. Section 5.2 contains signaling requirements for both the MDF and End User interfaces.

4.2.3 Ground Start

Ground-start signaling is similar to loop-start, except that in the idle state, the office doesn't apply a voltage across Tip and Ring. Instead it applies a voltage, relative to ground, on only the Ring. This results in the following differences, relative to loop-start service:

- In order to request service, the station provides a low resistance from Tip to ground. Sensing current flow in the Ring, the office provides a (differential) voltage across both Tip and Ring. Upon the application of the differential voltage, the station places a low resistance across the Tip and Ring, and removes the shunt to ground.
- Upon alerting the station, the office applies differential voltage, even between bursts of ringing. If suitably arranged, the station can sense this differential voltage and detect the alerting signal, even before a ringing burst is sent by the office.

Ground-start circuits arranged with the office end at the MDF interface are often used to provide two-way trunks to a PBX. Section 5.3 contains signaling requirements for both the MDF and End User Interface in such an arrangement.

4.2.4 Reverse Battery

Reverse-Battery signaling is typically used on trunks, rather than lines. There is no "office end" or "station end" convention. Ringing is not employed. Reverse-battery signaling accommodates only one-way trunks[1]. For this reason, the ends of the circuit are usually denoted the originating and terminating end.

The terminating end of the circuit provides a voltage across Tip and Ring. In the idle state, the originating end presents a high resistance across Tip and Ring. To request service, the originating end places a low resistance across the conductors. The terminating end senses the resultant loop current. To signal that toward the originating that, for instance, it is ready to accept address digits, the terminating end reverses the polarity across Tip and Ring.

The originating end can return to idle by removing the low resistance across Tip and Ring. If properly equipped, the originating end can sense a reversal of polarity as an indication of return to idle by the terminating end.

Reverse-Battery circuits, with the originating end at the MDF, are often used to provide Direct Inward Dialing (DID) trunks to PBX's located behind the End User Interface. Section 5.4 contains signaling requirements for such an arrangement.

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[1] The term "one-way" indicates that a trunk can only be originated from one end. The voice-frequency capability is bi-directional.

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4.3 Signaling Requirements

In practically all cases employing metallic facilities, the loop resistance (the sum of the resistance of both tip and ring) is less than 1500Ω .

In those cases where loop resistance exceeds 1500 Ω, it will never exceed 2800 Ω . In these cases, BST cannot meet the prescribed signaling requirements at the End User Interface unless the CLEC provides sufficient voltage at the office end of the circuit. The open circuit tip-to-ring dc voltage provided by the CLEC equipment shall be less than 80 Vdc.

4.4 Transmission Requirements

In those rare cases where the loop resistance exceeds 1500 Ω, the insertion loss at 1 kHz, measured with a 900 Ω termination at the MDF and a 600 Ω termination at the End User Interface will never exceed 15 dB.

5. Unbundled Voice Loop - Signaling Requirements

5.1 General

When metallic facilities are employed, signaling and supervision is dependent, of course, on the source voltage (provided by either the CLEC equipment or BST equipment to which the loop is connected), and the total circuit resistance. For all service offerings, in practically all cases, the loop resistance (the sum of the resistance of both tip and ring) shall be less than 1500 Ω . For some UVL loops, loop resistance may exceed 1500 Ω, but will never exceed 2800Ω. In these cases, BST cannot meet the prescribed signaling requirements at the End User Interface unless the CLEC provides sufficient voltage at the office end of the circuit. The open circuit tip-ring dc voltage provided by the CLEC equipment shall be less than 80 Vdc. For all service offerings, the dc resistance between the tip conductor and ground and the ring conductor and ground shall each be greater than 100 kΩ.

Except for instances within ringing burst (as described below), the CLEC shall not apply voltages to either conductor that are positive with respect to ground. Current supplied by CLEC equipment shall be less than 150 mA. Voltages from either conductor to ground shall be more positive than -80 Vdc.

When DLC is employed, both the DLC system and the CLEC must employ compatible signaling. The following requirements are intended to ensure such compatibility, both when the loop is provided via DLC and via metallic facilities.

The following requirements apply to both two-wire and four-wire interfaces. For purposes of clarity, the requirements are based on two-wire interfaces. When four-wire interfaces are employed, references and/or measurements to Tip apply to the common mode (simplex) path via both Tip and Ring. Similarly, references and/or measurements to Ring apply to the common mode (simplex) path via Tip 1 and Ring 1.

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5.2 Loop-Start - Office End at MDF

5.2.1 General

A small percentage of Designed Unbundled Voice Loops provided via DLC may not be able to support the distinctive ringing or forward disconnect features.

5.2.2 MDF Interface - Idle State

In the idle state, the CLEC equipment shall provide an open circuit Tip-to-Ring voltage between 42.5 and 80 Vdc. The Ring shall be negative, relative to the Tip. No positive voltage - relative to ground - shall be applied to either conductor.

In the idle state, the loop shall provide a dc resistance at the MDF meeting either of the following requirements:

- A dc resistance between Tip and Ring $\geq$ 10,000 Ω (loop provided via DLC), or
- A dc resistance between Tip and Ring $\geq$ the parallel combination of the following:
    - the series combination of the on-hook dc resistance of connected equipment at the End User Interface and the dc resistance of the loop, and
    - a leakage resistance of 100,000 Ω .

5.2.3 MDF Interface - Alerting State

In the alerting state, the CLEC equipment shall alternately apply a ringing signal and the normal idle-state potential. The ringing signal shall be applied to the Ring conductor. The voltage on the Tip conductor, relative to Ground shall be between 0.0 and -5.0 Vdc. In any six-second period, there shall be at least three continuous seconds of the normal idle-state voltage. The ringing signal shall consist of an ac signal superimposed on a dc signal.

The requirements of the ac component are as follows:

- The frequency shall be 20 $\pm$ 3 Hz.
- The magnitude shall be between 84 and 104 V_{rms}.
- The waveform shall have a peak-to-rms ratio between 1.35 and 1.45.
- The ac current into a line shall be limited to less than 220 mA.

The potential of the dc component shall be between -36 and 56.6 Vdc, relative to ground.

The ringing signal (ac component + dc component) shall be applied to the Ring, with a source impedance $\leq$ 500 Ω . Ground shall be applied to the Tip, with a source impedance of $\leq$ 500 Ω.

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The ringing signal shall be removed within 200 milliseconds after the line has gone off-hook, as defined below. The ringing signal shall not be 'tripped' when ringing into the parallel combination of the following:

- 10,000 Ω of dc resistance
- a 2 μF capacitor and the series combination of 1386 Ω and 20 μF (simulating 5 bridged ringers)
- the series combination of 1386 Ω and 20 μF (simulating 5 bridged ringers)

5.2.4 MDF Interface - Off-Hook State

The CLEC equipment shall recognize a resistance of 1900 Ω applied between Tip and Ring at the MDF as off-hook. For interoperability with loops with resistance greater than 1500 Ω, the CLEC equipment shall recognize a resistance of 3200 Ω applied between Tip and Ring at the MDF as off-hook. In either case, the CLEC must provide at least 20 mA through the limiting resistance.

The CLEC shall also meet the following requirements:

- The power delivered to any load via Tip and/or Ring shall not exceed 2.5 W.
- The current provided, via Tip and/or Ring, shall not exceed 150 mA.

In the off-hook state, the loop shall provide a dc resistance at the MDF meeting one of the following requirements:

- A dc resistance between Tip and Ring $\leq$ 1150 Ω (loop provided via DLC), or
- A dc resistance between Tip and Ring $\leq$ the series combination of the off-hook dc resistance of connected equipment at the End User Interface and the dc resistance of the loop.

5.2.5 End-User Interface

Signaling provided by connecting equipment at the End User Interface shall meet the Customer Installation requirements in ANSI T1.401-1993. The loop shall meet the network requirements in ANSI T1.401-1993.

5.3 Ground-Start - Office End at MDF

5.3.1 General

This arrangement is commonly used to support two-way trunks providing switched access to PBX's.

A small percentage of Designed Unbundled Voice Loops provided via DLC may not be able to support the distinctive ringing or forward disconnect features.

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5.3.2 MDF Interface - Idle State

In the idle state, the CLEC equipment shall provide an open circuit Ring-to-ground voltage between 16 and 55 Vdc. The Ring shall be negative, relative to ground. The dc resistance from Tip to ground shall be $\geq$ 50,000 Ω.

In the idle state, the loop shall provide a dc resistance at the MDF meeting one of the following requirements:

- A dc resistance from Ring to Ground $\geq$ 10,000 Ω ((loop provided via DLC), or
- A dc resistance from Ring to Ground $\geq$ the parallel combination of the following:
    - the series combination of the dc resistance from Ring to Ground at the End User Interface and ½ of the dc resistance of the loop, and
    - a leakage resistance of 100,000 Ω .

5.3.3 MDF Interface - Alerting State

The CLEC shall meet the requirements of 5.2.3.

5.3.4 MDF Interface - Service Request State

When the end user initiates a call by placing a low resistance ($\leq$ 580 Ω) from Ring to Ground, the loop shall provide a dc resistance at the MDF meeting one of the following requirements

- A dc resistance from Ring to Ground $\leq$ 900 Ω (loop provided via DLC), or
- A dc resistance from Ring to Ground $\leq$ the series combination of the dc resistance from Ring to Ground at the End User Interface and ½ of the dc resistance of the loop.

5.3.5 MDF Interface - Off-Hook State

Upon application of the Ring ground in the Service-Request State, the CLEC equipment shall provide a current-feed interface meeting the requirements of 5.2.4.

The loop shall present a dc resistance across Tip and Ring meeting the requirements of 5.2.4.

5.3.6 End-User Interface

Signaling provided by connecting equipment at the End User Interface shall meet the Customer Installation requirements in ANSI T1.401-1993. The loop shall meet the network requirements in ANSI T1.401-1993.

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5.4 Reverse-Battery - Originating End at the MDF

5.4.1 MDF Interface - Idle State

In the idle state, the CLEC equipment shall maintain a dc resistance from Tip to Ring, Tip to Ground, and Ring to Ground $\geq$ 22,500 Ω.

If the loop is provided via Digital Loop Carrier, the loop shall provide at least 36 Vdc between Tip and Ring, with the Tip positive with respect to the Ring, in the idle state.

5.4.2 MDF Interface - Seizure

The Originating end signals an off-hook (seizure) by placing a low resistance between Tip and Ring. In this state, the CLEC equipment shall provide a dc resistance between Tip and Ring $\leq$ 670 Ω.

The current provided by the loop (with CLEC equipment attached that meets the above requirement) shall meet the following requirement:

- If the absolute value of the Tip to Ring voltage is $\geq$ 33.8 Vdc, the current shall be at least that produced by a 36 Vdc source in series with 135 Ω .
- If the absolute value of the Tip to Ring voltage $\geq$ 29.5 Vdc, but < 33.8 Vdc, the current shall be at least that produced by a 41.7 dc source in series with 489 Ω .
- If the absolute value of the Tip to Ring voltage < 29.5 Vdc, the current may be as low as 0 mA.

5.4.3 MDF Interface - Reverse-Battery State

The Terminating end signals an off-hook by reversing the polarity of the voltage applied across Tip and Ring. In this state, the CLEC equipment shall maintain a dc resistance of $\leq$ 670 Ω across Tip and Ring. In this state, the loop shall meet the requirements of 5.4.2.

5.4.4 End User Interface

Signaling provided by connecting equipment at the End User Interface shall meet the Customer Installation requirements in ANSI T1.405-1996. The loop shall meet the network requirements in ANSI T1.405-1996.

6. Unbundled Voice Loop - Voice-Frequency Transmission Requirements

6.1 General

When Loop-Start or Ground-Start signaling is employed, the following specifications are supported only during the off-hook state. These specifications apply to all Designed Unbundled Voice Loops, regardless of the signaling state, except where specified. ANSI/IEEE 743-1995 contains requirements for instrumentation necessary to measure compliance with the following requirements.

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6.2 Insertion Loss

The following specifications apply to all Unbundled Voice Loops when measured with a 900 Ω ac impedance at the MDF and a 600 Ω ac impedance at the End User Interface:

- The actual measured insertion loss at 1 kHz shall be 10 dB or less. (See note below.)
- The actual measured insertion loss at 2.8 kHz shall be no greater than 9 dB above that at 1 kHz.

BST does not support transmission on any Designed Unbundled Voice Loop at frequencies below 300 Hz, or above 3.0 kHz.

NOTE: **In those rare cases where a UVL loop resistance exceeds 1500 Ω, the insertion loss at 1 kHz will never exceed 15 dB.**

6.3 Noise

The idle-channel noise shall be less than 20 dBrnC.

The Signal to C-Notched Noise Ratio shall be at least 32 dB, when measured with a -13 dBm holding tone.

6.4 Noise-to-Ground

The Noise-to-Ground parameter has two specifications. When measured with a C-message weighting filter, it should be less than 90 dBrnC. When measured with a high-impedance voltmeter, it shall not exceed 50 V (126 dBrn).

NOTE: **While dBrn is in units of power, both of these requirements involve voltage measurement, with results displayed in units of power, assuming that the voltage is across a 600 Ω resistor.**

The longitudinal balance (longitudinal to metallic conversion loss) of any metallic component of the loop shall be at least 50 dB for frequencies up to 1 kHz. The longitudinal balance of interconnected CLEC equipment shall exceed 60 dB at any frequency up to 1 kHz. This parameter may be measured using ANSI/IEEE 455-1985.

6.5 Voiceband Data

BST does not guarantee that an Unbundled Voice Loop (non-designed or designed) will be suitable for analog data or Facsimile transmission. If a customer is able to send and receive data, BST does not guarantee a data rate.

6.6 Signal Power

The power of the voiceband signal, at either the End User Interface or the MDF, shall not exceed -9 dBm, when averaged over any 3-second period.

The out-of-band signal power shall meet the out-of-band signal power limits in Section 68.308 of FCC Part 68 requirements. In the event that connected equipment is not registered under Part 68, this requirement shall still apply.

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7. Unbundled Digital Loop

7.1 General

An Unbundled Digital Loop provides a channel intended to support one of a described set of digital transmission schemes. These schemes include the following:

- Digital Baseband at 2.4, 4.8, 9.6, 19.2, 56 and 64 kbps
- Basic Rate Access ISDN
- High-Bit-Rate Digital Subscriber Line (HDSL)
- Asymmetrical Digital Subscriber Line (ADSL)
- DS1

Requirements for each of these services are described below.

7.2 Digital Baseband at 2.4, 4.8, 9.6, 19.2, 56 and 64 kbps

7.2.1 Interfaces

The interface at the MDF is a 4-wire interface, described as a DS-0A interface in Bellcore TA-TSY-000077. The End User Interface is a 4-wire interface described in ANSI T1.410-1992. Signals applied at either interface shall meet the requirements of these documents.

7.2.2 Transport

The loop facility may be provided via metallic facilities, DLC, or both. Where metallic facilities are employed, loops measuring less than the insertion loss specified for each service in Table 7.2 will be served directly on copper. This loss should be measured between 135 Ω terminations at the insertion loss frequency specified for each service in Table 7.2. Loops measuring over the specified limit in Table 7.2 but less than 50 dB at 13.3 kHz may be served with range extension devices. Loops measuring more than this second limit will be considered out of range for metallic-only service but may be served if DLC exists in the area. Where spare DLC facilities exist, only the length of the copper extension from the DLC to the customer is an issue. DC signaling, in the simplex path, is only supported to the extent necessary to provide maintenance functions as described in Bellcore TA-TSY-000077 and ANSI T1.410-1992.

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Table 7.2 Maximum Allowable Digital Baseband Service Insertion Losses

Service	Insertion Loss Frequency	Max Allowable Insertion Loss
2.4 kbps	1.2 kHz	34
4.8 kbps	2.4 kHz	34
9.6 kbps	4.8 kHz	34
19.2 kbps	9.6 kHz	40
56 kbps	28.0 kHz	40
64 kbps	36.0 kHz	40

7.3 Basic Rate Access ISDN

7.3.1 Interfaces

The interface at both the CLEC (collocated or elsewhere) and the End User Interface is a 2-wire interface as defined in ANSI T1.601-1996. The supported arrangement involves an NT at the end-user and an LT provided by the CLEC. No other arrangements are supported. Signals applied at either interface shall meet the requirements of this document.

7.3.2 Transport

The loop facility may be provided via metallic facilities, DLC, or both. Where metallic facilities are employed, loops measuring less than 42 dB at 40 kHz will be served directly on copper. Loops measuring over this limit but less than 52 dB at 20 kHz may be served with range extension devices. Loops measuring more than this second limit will be considered out of range for metallic-only service but may be served if DLC exists in the area. Where spare DLC facilities exist, only the length of the copper extension from the DLC to the customer is an issue. No dc specifications are supported. Sealing current - even if not provided by the CLEC equipment (LT) - may be provided, but is not guaranteed. The noise requirements in Sections 6.3 and 6.4 apply to this service.

7.4 HDSL-capable

7.4.1 Availability

This channel is not available when DLC is employed. This channel is not available if the loop facilities do not meet Carrier Serving Area (CSA) guidelines as described in Committee T1 Technical Report No. 28.

7.4.2 Interfaces

At the CLEC's request, either a 2-wire or 4-wire channel will be provided. The signal applied at either interface shall meet the following specifications:

- The average signal power shall not exceed +15.0 dBrn across 100 Ω.
- The PSD shall be limited to that specified in Figure 3.

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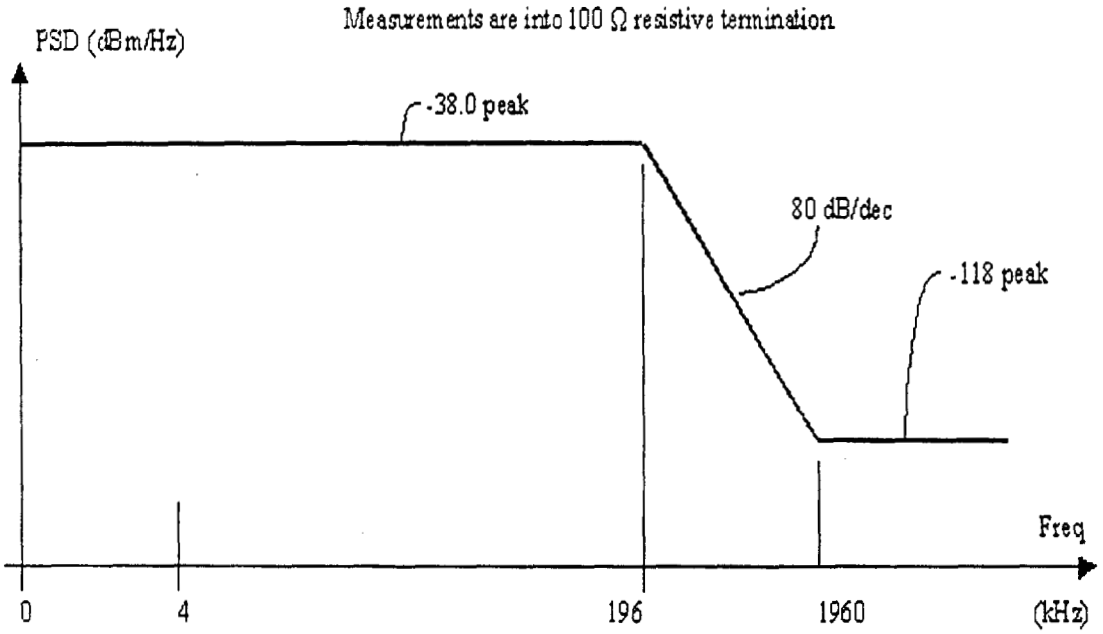


Figure 3 - HDSL Transmitter Spectrum

7.4.3 Transport

The loop facility consists of only metallic facilities meeting CSA design guidelines as documented in Committee T1 Technical Report No. 28. The dc resistance of a single wire pair should not exceed 850 Ω. The insertion loss of a pair at 100 kHz, measured between 135 Ω terminations, shall not exceed 35 dB. No industry-wide standard exists for a designed loss maximum for HDSL. Different HDSL equipment vendors may use different design parameters. The loss specified above was developed through extensive modeling of CSA loops at BST and represents the worst-case CSA loop loss.

7.5 ADSL-capable

7.5.1 Availability

This channel is not available when DLC is employed. This channel is not available if the loop facilities do not meet Carrier Serving Area (CSA) guidelines as described in Committee T1 Technical Report No. 28.

7.5.2 Interfaces

This offering is available as a 2-wire channel only. The signal applied at each end shall conform to the PSD diagrams as shown in Figures 1 and 2.

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7.5.3 Transport

The loop facility consists of only metallic facilities meeting CSA design guidelines as documented in Committee T1 Technical Report No. 28. The dc resistance of a single wire pair should not exceed 850 Ω. The insertion loss of a pair at 100 kHz, measured between 135 Ω terminations, shall not exceed 35 dB, the worst-case CSA loop loss.

This UDL offering is limited to CSA loops and is intended to conform with the ANSI standard T1.413 document's ADSL performance objective of 6.14 Mb/s. However, BST does not make any bit-rate performance guarantee with this offering.

NOTE: BST recognizes that ADSL will work on loops built beyond the CSA design guidelines. BST offers other Unbundled Network Elements that are consistent with the T1.413 objective for 1.536 Mb/s performance.

7.6 DS1

7.6.1 Availability

This channel is available where DS1-capable facilities exist.

7.6.2 Interfaces

One balanced twisted pair shall be used for each direction of transmission.

The physical layer of the DS1 NI is consistent with the interface requirements delineated in the following specifications:

TR 73572	*Expanded Interconnection Service DS1 and DS3 Level Network Interface*
ANSI T1.403	*Network-and-Customer Installation - DS1 Metallic Interface*

TR 73572 defines the central office interface for Collocated transmission equipment with BST services. CLEC equipment that is connected to this offering shall meet the DSX-1 signal power limits specified in ANSI T1.102. BST will designate a meet point location within the central office where BST DS1 services will be terminated at the NI for interconnection to the CLEC transmission equipment.

ANSI T1.403 applies to end-user interfaces. End-user CPE that is connected to this offering shall meet the DS1 signal power limits in ANSI T1.403 and Part 68 of the FCC Rules. Interconnection at the DS1 End-User NI is through one of four Universal Service Order Code (USOC) connectors, RJ48C, RJ48X, RJ48M, RJ48H, as shown in ANSI T1.403 and Part 68 of the FCC Rules and Regulations as revised by Public Notice Numbers 4609 (September 21, 1988) and 4572 (October 3, 1988). The RJ48C or RJ48X jack is used for single DS1 line installations, and the RJ48M (8 DS1s) or RJ48H (12 DS1s) may be used for multiple circuit installations. These have a jack to the network and a plug from the CI installation. Alternatively, an appropriate DS1 rate digital cross connect panel may function as the interconnection arrangement at the NI.

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7.6.3 Transport

This service enables full duplex 1.544 Mbps digital transmission and supports either Superframe (SF) or Extended Superframe (ESF) framing formats as specified in ANSI T1.403-1999. The service is available with either the AMI or B8ZS line codes as specified in ANSI T1.403-1999. This DS1 offering may be provisioned via a variety of loop transmission technologies, including, but not limited to, metallic facilities without signal regeneration, metallic facilities with signal regeneration, metallic facilities with HDSL-based technology or fiber optic transport systems. The technology used will be based upon existing capacities and distance from the central office.

BST will conduct short-term bit-error-rate stress testing, as outlined in ANSI T1.510-1999, on each DS1 circuit during installation to insure proper circuit performance.

8. Unbundled Copper Loop

An Unbundled Copper Loop provides a dedicated, all-metallic transmission facility from the BST Serving Wire Center MDF to the end user. A UCL will consist of a copper pair that BST records indicate is non-loaded and under 18 kf in length. In addition, up to 6 kf of bridged tap may be included on the facility.

The loop is not intended to support any particular service and may be utilized by the CLEC to provide a wide-range of telecommunications services, so long as those services do not adversely affect BST's network.

8.1 Availability

This channel is not available when DLC is employed. This channel is not available if the loop facilities do not meet Resistance Design (RD) guidelines as defined in Bellcore SR-TSV-002275. With this service, metallic copper continuity is assured. BST will provide UCLs where they already exist in the BST network. BST is not obligated to provision UCL service in a non-copper area.

8.2 Interfaces

This service offering is only available in a 2-wire interface. If any DSL-based service is employed on the loop, the signals applied at each interface shall conform to the appropriate PSD diagrams in Figures 1 and 2.

8.3 Transport

The loop facility consists of only unloaded metallic facilities which BST records indicate meet Resistance Design guidelines. The loop resistance must not exceed 1300 Ω. The total allowable length of the loop is 18 kf. An additional 6 kf of bridged tap is allowed. BST will guarantee electrical continuity and capacitive balance.[2] The insertion loss of a pair meeting the RD guidelines shall not exceed 46 dB at 40 kHz, measured between 135 Ω terminations.

[2] BST considers a capacitive unbalance as high as 5% to be acceptable.

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This UCL offering is limited to RD loops and is intended to conform with the ANSI standard T1.413 document's ADSL performance objective of 1.536 Mb/s. However, BST does not make any bit-rate performance guarantee with this offering.

At special request from the CLEC, and subject to BellSouth's Special Construction process, BST will unload a copper pair longer than 18 kf. This modified circuit must be ordered as a UCL. These circuits will not meet the UCL specs of loop resistance or insertion loss; therefore, BST will only provide electrical continuity and balance.

9. Unbundled Sub-Loop

An Unbundled Sub-Loop (USL) is a non-design service providing a dedicated voice-frequency transmission facility from a customer's premise to a BST cross-connect device. The cross-connect device may be located within a remote terminal or a stand-alone cross-box in the field or in the equipment room of a building. This facility does include a Network Interface Device (NID) at the customer's location for the purpose of connecting the loop to the customer's inside wire. This facility, which may be loaded, will allow an end user to send and receive telecommunications traffic when it is properly connected to a CLEC loop/feeder facility. The CLEC must provide a cable from its feeder system to the BST cross-connect device.

9.1 Availability

This service is available anywhere a CLEC chooses to place a feeder facility and connecting cable in proximity to an existing BST cross-connect device.

9.2 Interfaces

This service offering is available as a 2-wire or 4-wire interface.

9.3 Transport

This service will provide a copper pair capable of voice-frequency transmission from the feeder/distribution interface to the customer. This pair may contain load coils. BST does not provide any specific telecommunications services associated with a Sub-Loop. The requirements in Sections 3.6 apply to these loops. The loop resistance shall be less than 2800 Ω.

10. Unbundled Network Terminating Wire

An Unbundled Network Terminating Wire (UNTW) is a dedicated transmission facility that BST provides from the Wiring Closet/Garden Terminal, or other cross-connect type, at the point of termination of BST's loop distribution facilities, to the end user premises.

When properly connected to the CLEC's loop distribution and CLEC's Network Interface Device facilities, the offering will provide a communication pathway from the CLEC to the end user's inside wire.

This service does not include a Network Interface Device (NID).

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10.1 Availability

In the states where BST has been ordered to provide sub-loop unbundling, this service is available anywhere a CLEC chooses to place a feeder distribution cable in proximity to an existing customer served by BST.

10.2 Interfaces

This service offering is available as a 2-wire or 4-wire interface.

10.3 Transport

This service will provide a copper pair from the BST distribution terminal to the customer. BST does not provide any specific telecommunications services associated with the UNTW. The requirements in Sections 3.6 apply to these loops.

11. Network Interface Device (NID) Access

NID Access is designed to allow a CLEC the opportunity to connect its loop to the inside-wiring portion of BST's Network Interface Device (NID). It is expected that the CLEC will provision a loop and a NID to the customer's location. The CLEC will perform a physical cross-connect of the inside wire to its loop, through BST's NID.

Where spare NID capacity does not exist, the CLEC will be allowed to disconnect the BST loop from the BST NID in order to connect the CLEC loop. In these cases, the CLEC accepts all liability associated with the process and the CLEC holds the responsibility of leaving BST's pair open (no dc continuity between conductors) with the conductors not exposed.

12. Unbundled Sub-Loop Concentration

Unbundled Sub-Loop Concentration (USLC) will allow a CLEC to concentrate loop distribution elements provided by the CLEC on to multiple DS1s for the purpose of connecting the loop distribution elements, at a concentrated level, to BST's feeder facilities. This concentration will take place at an existing BST remote terminal where spare capacity exists. BST will transport the DS1s carrying the distribution circuits back to the Serving Wire Center for termination on a BST DSX panel and will ultimately terminate to the CLEC's collocation space in that SWC.

12.1 Availability

BST will offer this capability in all locations where capacity is available. If no capacity exists in the BST RT or cross-box, BST will utilize its special construction process to determine if an additional RT or cross-box can be placed near the existing RT or cross-box for increased capacity. If this cannot be done, BST will not be able to provide USLC in that area.

12.2 Interfaces

This service can be provisioned with either a TR008 or a TR303 interface. Each USLC will be dedicated to a single CLEC.

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12.3 Transport

In order for the BST loop concentration system to perform properly, certain interface requirements into the concentration system must be observed.

The interface requirements into a loop concentration system are service dependent. For each CLEC-requested service to be placed through the concentration system, BST will provision appropriate channel units. All dc voltage, current and signal powers applied to each channel unit by the CLEC shall comply with extant industry documents related to that service.

The optional test circuit, commonly referred to as a dc test pair, offered with this service shall comply with the appropriate system (TR008 or TR303) testing requirements. The maximum dc voltage allowed on the test pair is 120 Vdc, with a maximum resulting current of 15 mA. The maximum allowable ac voltage is 60 Vac. This test circuit will be emulated with Tollgrade channel units using two channels of the concentrated carrier system.

13. Unbundled Loop Concentration

Unbundled Loop Concentration (ULC) will be offered as an expandable unit that concentrates unbundled loops up to a DS1 level circuit within the BST Serving Wire Center where the loops terminate onto the MDF for transport to the CLEC's collocation space. BST will allow UVL and UDL loops to be combined onto the ULC offering.

13.1 Availability

BST will offer this capability in all locations.

13.2 Interfaces

This service can be provisioned with either a TR008 or a TR303 interface. Each ULC will be dedicated to a single CLEC.

13.3 Transport

In order for the BST loop concentration system to perform properly, certain interface requirements into the concentration system must be observed.

The interface requirements into a loop concentration system are service dependent. For each CLEC-requested service to be placed through the concentration system, BST will provision appropriate channel units. All dc voltage, current and signal powers applied to each channel unit by the CLEC shall comply with extant industry documents related to that service.

The optional test circuit, commonly referred to as a dc test pair, offered with this service shall comply with the appropriate system (TR008 or TR303) testing requirements. The maximum dc voltage allowed on the test pair is 120 Vdc, with a maximum resulting current of 15 mA. The maximum allowable ac voltage is 60 Vac. This test circuit will be emulated with Tollgrade channel units using two channels of the concentrated carrier system.

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14. Electrical Disturbances

Unbundled Local Loops may be exposed to electrical surges from lightning and commercial power system disturbances. Despite protective devices on the MDF, some of these disturbances are likely to reach CLEC equipment. CLEC equipment shall be designed to withstand certain surges without being damaged, and shall fail in a safe manner under infrequent high stress.

The prevalent voltage-limiting device available for CO use is the 3-mil carbon block. The performance of these devices can best be characterized by a normal distribution function. The upper 3σ firing voltage is 1000 volts peak under surge conditions. The protector may also limit - to about 350 mA over extended periods - the current that is permitted to flow to equipment. In addition, a protective fuse cable located outside the CO incorporating 24 or 26 AWG conductors to coordinate with the protector, serves to limit current to safe levels in the event of prolonged operation of the protector during power fault conditions.

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15. ANNEX A - Characteristics of Tie Cable(s) And/or Wiring Component

The cabling and/or wire between the MDF interface and the collocated CLEC equipment (if any) is not a component of the Unbundled Local Loop. It is an unbundled element. The following specifications apply:

- The total length should be less than 1500 feet.
- The dc resistance should be less than 80 Ω.
- The insertion loss, measured between 900 Ω terminations at 1 kHz, should be 0.5 dB or less.
- The noise shall be 15 dBrnC or less.

DSX-1 Cross-connect

- The total length of all DSX-1 cross-connect wiring should be less than 85 feet of 22-gauge cable.
- The cabling between the equipment and the DSX-1 panels shall be built-out in each direction of transmission such that the overall cabling and build-out is the equivalent of 655 feet of 22-gauge ABAM cable.

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16. ANNEX B - NC/NCI Codes

Network Channel (NC) and Network Channel Interface (NCI) codes are used to supplement ordering. These codes provide a shorthand notation of the interface and performance characteristics described in this document. This section may be used as a reference for NC and NCI codes to be used when ordering the services described in this document, which are services covered under the BellSouth Special Access Tariff.

16.1 Network Channel (NC) Codes

The Network Channel code is a representation used to identify non-switched channel services and to designate the channel parameters. Table 16.1 shows the format of the NC code. It is a four-character code that consists of a Channel Service Code and an Optional Feature Code. The Channel Service Code is a two-character code that indicates the channel service. This code is always filled in. The Optional Feature Code is a two-character code that indicates service options available for each channel service code. A hyphen (-) is used in positions 3 and 4 of the NC code to indicate the absence of features or options.

Table 16.1 Network Channel (NC) code format.

Field Identity	Channel Service Code		Optional Feature Code	
Character Position	1	2	3	4
Character Type	Alpha	alpha	Alphanumeric	Alphanumeric

16.2 Network Channel Interface (NCI) Codes

The Network Channel Interface (NCI) code designates five interface elements located at the Point of Termination (POT) or customer location. The interface elements are described below:

- **Total Conductors** is a two character numeric code (the first two characters of the NCI) that represents the total number of physical conductors required at the interface. This field is always filled.
- **Protocol** is a two character alpha code (positions 3 & 4) that indicates the transmission requirements. The protocols specified at either end of a circuit do not have to be the same, but they do have to be technically compatible. This field is always filled.
- **Impedance** is a one character alpha code (position 5) indicating the nominal impedance that terminates the channel. This field is always filled.
- **Delimiter** is either a period (.) or virgule (/) in position 6 that indicates the start of the protocol option code. If the option field is not coded, a double delimiter will be placed in character positions 6 and 7.

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- **Protocol Options** is a one-to three–character alphanumeric code (positions 7 to 9) that indicates additional features of the protocol to be used. Protocol option codes are left justified in the field when fewer than three characters are used.

- **Delimiter** is either a period (.) or virgule (/) in position 10 if a three character protocol option code is used, or position 9 if a two character protocol option code is used, or position 8 if a single character protocol option code is used.

- **Transmission Level Point** (TLP) (last two positions after the second delimiter) is not used for unbundled loops at this time but may be used to indicate direction of service by some Local Transport Providers.

The following table illustrates the NCI code format:

Table 16.2 Network Channel Interface Code Format.

Field Identifier	Total Conductors	Protocol	Impedance	Delimiter	Protocol Options	Delimiter	TLP Level TX/RX
Character Position	1&2	3&4	5	6	7 to 9, left justified	8 or 9 or 10	last two positions
Code Type	Numeric	Alpha	Alpha	. or /	Alpha-Numeric	. or /	Alpha-Numeric

The following table provides the NC and NCI codes that apply to the services covered in this document.

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Table 16.3 Network Channel/Network Channel Interface Code Format.

Service	NC	NCI At CLEC	SEC NCI at End User	Related TR73600 Section(s)
UVL-2W/SL1 (Loop Start)	TY--	N/A	N/A	4.1, 5.1, 6
UVL-2W/SL2 (Loop Start)	LY--	02QC3.OOD	02LS2	4.2, 5.2, 6
UVL-4W (Loop Start)	LY--	04QC2.OOD	04LS2	4.2, 5.2, 6
UVL-2W/SL2 (Grnd Start)	LY--	02QC3.OOB	02GS2	4.2, 5.3, 6
UVL-4W (Ground Start)	LY--	04QC2.OOB	04GS2	4.2, 5.3, 6
UVL-2W (Rev Batt)	LY--	02QC3.RVO	02RV2.T	4.2, 5.4, 6
UDL-4W/D0 (2.4 Kbs)	LY--	04QC5.OOJ	04DU5.24	7.2
UDL-4W/D0 (4.8 Kbs)	LY--	04QC5.OOK	04DU5.48	7.2
UDL-4W/D0 (9.6 Kbs)	LY--	04QC5.OOL	04DU5.96	7.2
UDL-4W/D0 (19.2Kbs)	LY--	04QC5.OOM	04DU5.19	7.2
UDL-4W/D0 (56 Kbs)	LY--	04QC5.OOP	04DU5.56	7.2
UDL-4W/D0 (64 Kbs)	LY--	04QC5.OOQ	04DU5.64	7.2
UDL-2W/I (BR ISDN)	LY--	02QC5.OOS	02IS5	7.3
UDL-2W/EE (HDSL)	LX--	02QB9.00H	02DU9.00H	7.4
UDL-4W/EE (HDSL)	LX--	04QB9.00H	04DU9.00H	7.4
UDL-2W/EE (ADSL)	LX--	02QB9.00A	02DU9.00A	7.5
UDL-4W/DS1/ISDN	HC-- (AMI-SF) HCD- (AMI-ESF) HCZ- (B8ZS-SF) HCE- (B8ZS-ESF)	04QB9.11	04DU9.BN (AMI-SF) 04DU9.1KN (AMI-ESF) 04DU9.DN (B8ZS-SF) 04DU9.1SN (B8ZS-ESF)	7.6
UCL-2W	LY--	02QC3.OOF	02NO2	8
USL-2W	TX--	N/A	N/A	9
USL-4W	TX--	N/A	N/A	9
UNTW-2W	TX--	N/A	N/A	10
Unbundled Loop Concentration (ULC)/ Unbundled Sub-Loop Concentration (USLC)	HCKA (TR008 Non-Con AMI/SF) HCKB (TR008 Non-Con B8ZS/SF) HCKC (TR008 Non-Con B8ZS/ESF) HCKD (TR008 Concent. AMI/SF) HCKE (TR008 Concent. B8ZS/SF) HCKF (TR008 Concent. B8ZS/ESF) HCLA (TR303 B8ZS/ESF)	04QB9.11	N/A	12, 13
ULC/USLC Test Ckt	LY--	04QB9.11	02DC2	12, 13

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BELLSOUTH
Customer Guide
CG-LNCL-001
Issue 2-March 2000

Local Number Portability Ordering Guide for CLECs

Interconnection Services

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Customer Guide
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Introduction
1.0 Introduction to Local Number Portability

- 1.1 Description of LNP
- 1.2 Network Provisioning for Local Number Portability
- 1.3 LNP Order Status

2.0 LNP Order Process Flows

- 2.1 High Level LNP Order Process Flow and Narrative
- 2.2 Detailed LNP Order Process Flow and Narrative
  - 2.2.1 LNP Order Process - Port Out and Port Out with Loop

3.0 LNP Clarification and Supplement (SUP) LSR Process Flows

- 3.1 Detailed LNP Clarification Process Flow and Narrative
  - 3.1.1 Clarification Process
- 3.2 Detailed Supplement (SUP) LSR Process Flow and Narrative
  - 3.2.1 Supplement (SUP) LSR Change Process

4.0 Requirements for LNP Ordering

- 4.1 Requirements for LNP Ordering
- 4.2 Local Number Portability Rules
- 4.3 Required Forms For Faxed Requests
- 4.4 Complex LNP Orders
- 4.5 Project Managed LNP Orders and Standard Intervals

5.0 Critical Success Factors for LNP Ordering

- 5.1 Pre-Order Information
- 5.2 LSR Order Forms for LNP
- 5.3 Supplemental LSRs
- 5.4 Clarifications
- 5.5 Standard Intervals
- 5.6 NPAC Communication
- 5.7 E911 Lock Down

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6.0 System Interfaces

- 6.1 Interface Options for Order Submission
- 6.2 System Interface Descriptions

7.0 Frequently Asked Questions

- 7.1 General
- 7.2 Ordering Options
- 7.3 LSR Error Notices
- 7.4 Due Dates
- 7.5 NPAC Communication

8.0 LNP Ordering Checklist

- 8.1 LNP Ordering Checklist

9.0 Glossary of LNP Terms

- 9.1 Glossary of LNP Terms

10.0 Appendix

- 10.1 Job Aids

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CG-LNCL-001
Issue 2-March 2000

Introduction

Purpose

This document contains information on Local Number Portability for CLECs interested in ordering this service from BellSouth®. The Guide is intended to increase the CLEC's understanding of LNP Order Process at BellSouth®, to provide guidelines for LSR completion, and to offer information on critical success factors for LSR submission.

This guide is intended to be used as a supplement to, not a replacement for, the **BellSouth® Ordering Guide for CLECs** and the **LEO Implementation Guide**, which are available on-line through the BellSouth® Interconnection website at:
http://www.interconnection.bellsouth.com/guides/guides.html

Information resources reviewed for this guide include, but are not limited to:

- BellSouth® CLEC Interconnections Web Site
- BellSouth® Interconnection Services Ordering Guide for CLECs
- BellSouth® LNP Documentation
- North American Numbering Council (NANC) Architecture and Administrative Plan for Local Number Portability
- North American Numbering Council (NANC) Inter-Service Provider LNP Operations Flows
- www.fcc.gov
- www.npac.com/home.htm
- www.ported.com

Version Information:

Revision History

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Chapter	Action Request #	Date/Issue	Description
Various	N/A	March 2000 / 2	Added an Appendix section, containing, a Directory Listing Job Aid for LEO-IG Volume 1, Version 7, BellSouth® Business Rules for Local Ordering (effective April 7, 2000) and for LESOG Version 2 Form; a Job Aid for EATN, EAN, ATN, AN and BAN fields for LEO-IG Volume 1, Version 7, BellSouth® Business Rules for Local Ordering (effective April 7, 2000) and LESOG Version 4 Form; and a Job Aid for CRIS (SLI) Loop Ordering for LEO-IG Volume 1, Version 7 and LESOG Version 4 Form (effective April 30, 2000). Deleted Minimum Required Fields for faxed LNP Orders Section (including tables) Deleted Faxed Loop Service with Number Portability Fields Section Included copyright symbols General Revision
Various	N/A	November 1999/1c	Add web site for LNP Implementation Schedule. Add reference for POS and CN on EDI/TAG PONs.
Various	N/A	October 1999/ 1b	General Revision
Various	N / A	April 2, 1999 / 1a	General Revision
All	N / A	March, 1999 / 1	First Issue

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CG-LNCL-001
Issue 2-March 2000
CHAPTER 1.0 - Introduction to Local Number Portability

1.1 Description of LNP

Local Service Provider Portability

Local Number Portability (LNP) is a part of local competition that provides end users with the ability to retain their phone numbers when they change their Local Service Provider.

Phase	Description
Local Service Provider (SPP)	Allows customers to keep their current telephone number(s) if they chose to switch from their current Local Service Provider to another.

The Telecommunications Act of 1996 requires BellSouth® to provide a mechanism for customers to retain their current telephone numbers when they change their Local Service Provider.

Orders of the FCC pursuant to the Telecommunications Act of 1996 provide deadlines for implementing Local Service Provider Portability (SPP) in the top 100 metropolitan areas in the United States. The BellSouth® territory includes 21 of the top 100 metropolitan areas. To learn more about BellSouth's implementation schedule plan , please visit us at:
Note: http://g8058183.ga.bst.bls.com/ibu/files/infra_lnp/LNP/LNPtrack.xls

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1.2 Network Provisioning for Local Number Portability

Interim Number Portability (INP) is a temporary solution for porting numbers which involves two telephone numbers to route calls to the serving wire center using one of the following methods:

- Remote Call Forwarding
- Direct Inward Dialing
- Route Index Hubbing

Local Number Portability (LNP) is the long range solution for Service Provider Portability (SPP) and includes the following characteristics:

- uses only one telephone number.
- requires significant network architecture hardware and software upgrades.
- uses the Advanced Intelligent Network (AIN).
- requires new routing methodology to send calls to the wire center of the company currently providing the local service.

Note: All calls to a port eligible NPA NXX will route using the AIN to look up the correct routing information (LRN) for the telephone number.

The **LNP Gateway (LNP GW)** is a major link in the LNP process for BellSouth® since it provides both internal and external communications with various interfaces and processes, including:

- linking BellSouth® to the Number Portability Administration Center (NPAC).
- allowing for inter-company communications between BellSouth® and the CLECs for electronic ordering.
- providing interface between NPAC and AIN SMS for LNP routing processes.

The **Number Portability Administration Center (NPAC)** is a neutral third party organization that oversees the porting of telephone numbers for Local Number Portability. The NPAC maintains and communicates LNP-related data including

- Old Service Provider ID (OCN)
- New Service Provider ID (OCN)
- Local Routing Number (LRN)
- Due Dates
- CLASS-DPC
- CLASS-SSN
- LIDB-DPC
- LIDB-SSN
- CNAM-DPC
- CNAM-SSN
- ISVM-DPC
- ISVM-SSN

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The BellSouth® LNP Gateway must communicate with the NPAC as to whether numbers are porting out or porting in. The messages sent to and from the NPAC are called Subscription Versions (SVs). Subscription Versions are the messages that flow through the NPAC to provide information for routing calls to ported numbers. The SV can only contain one telephone number (TN), which means that one LSR may have many TNs and SVs associated with it.

LSRs for INP

LSRs requesting Interim Number Portability (INP) will not be accepted with due dates by BellSouth® after the completion for each phase. If the due date is between ready to port and completion date, the CLEC may request INP or LNP.

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CG-LNCL-001
Issue 2-March 2000
CHAPTER 1.0 - Introduction to Local Number Portability

1.3 LNP Order Status

Online Order Status Information For Faxed LSR's

CLEC PON Status Reports for faxed LNP LSRs are now available via BellSouth's website at **https://clec.bellsouth.com**. This report is located in the same location as your company's measurement reports. The information can be found as report number 00 (PON Report) on the CLEC reports page.

The report will provide status for all orders tracked into BellSouth's Local Order Number (LON) systems for the most recent 31 days. The report is CLEC specific. This will answer the majority of questions CLECs have about orders that have been submitted.

Each CLEC will be required to have a specific login and password to access these reports. The application for this report is also found on the web. Once the form is completed, it should be sent to the account team for processing.

EDI/TAG POS and CN

Users submitting LSR's through EDI or TAG receive Pending Order Statuses (POS) and Jeopardy Notifications back through the return path for these systems. Completion notification (CN) is sent when all service orders associated with the LSR are complete.

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CG-LNCL-001
Issue 2-March 2000
CHAPTER 2.0 - LNP Order Process Flows

2.1 High Level LNP Order Process Flow and Narrative

High Level LNP Order Process Flow 

1.0 Order Submission 1.1

Step Action

Process Step: CLEC sends LNP LSR to BellSouth® LCSC via fax, EDI, or TAG.

2.0 Order Validation

Process Step: BellSouth® validates CLEC LSR for errors, and requests clarification when necessary.

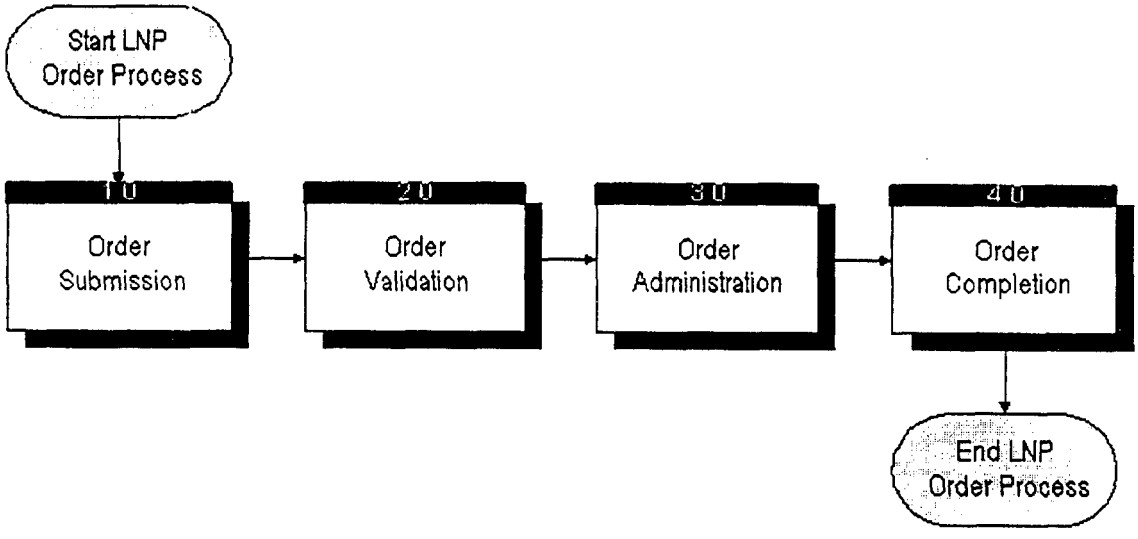
3.0 Order Administration

Process Step: BellSouth® sends FOC to CLEC if clarification is not needed. CLEC receives FOC and immediately sends Create SV to NPAC. BellSouth® then sends Concur SV to NPAC. The CLEC sends the Activate SV to NPAC on the Due Date, porting the number.

4.0 Order Completion

Process Step: BellSouth® completes the Disconnect listing order (if applicable) and sends E911 Unlock message to SCC. CLEC sends E911 Migrate message to SCC.

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2.2 Detailed LNP Order Process Flow and Narrative

Detailed LNP Order Process Flow 

2.2.1 LNP Order Process - Port Out and Port Out with Loop

1.0 Order Submission

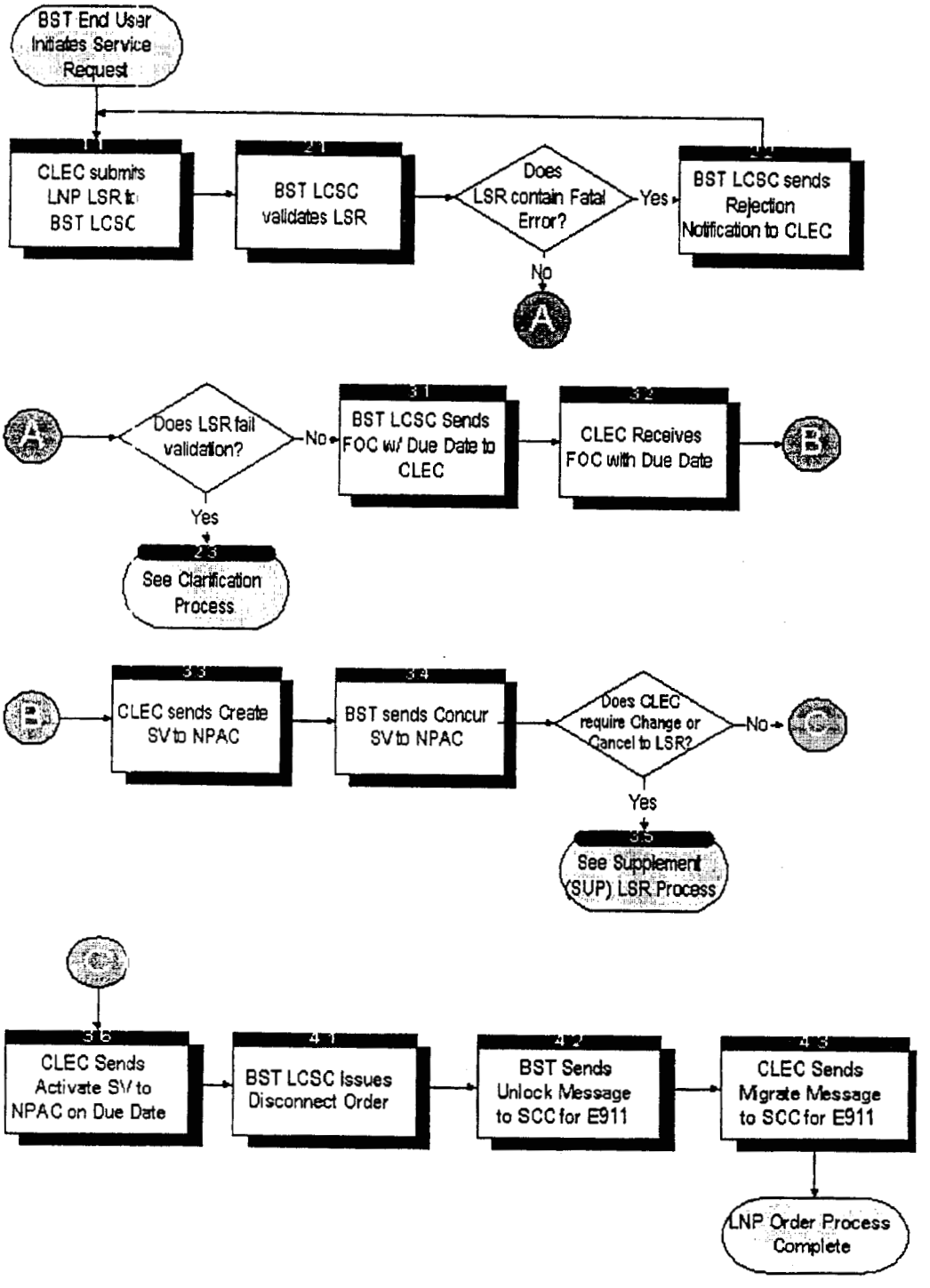
1.1

Step	Action
Process Step:	**CLEC sends LNP LSR to BST LCSC via fax, EDI or TAG**
Term	**Definition**
Predecessor:	BellSouth® End User initiates LNP Request with CLEC
Term	**Definition**
Input:	End-user CSR; BellSouth® Ordering Guide for CLECs; order forms; BellSouth® Standard Interval information; BellSouth® LNP Ordering Checklist
Term	**Definition**
Output:	BellSouth® LCSC receives paper copy LSR via fax server OR digital LSR for EDI or TAG orders
Term	**Definition**
Key Interface:	Fax; EDI, TAG

Note: Note: LSR format defined by OBF

2.0 Order Validation

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2.1

Step	Action
Process Step:	**BST LCSC validates LSR**
Term	**Definition**
Predecessor:	CLEC submission of LSR
Term	**Definition**
Input:	CLEC LSR
Term	**Definition**
Output:	Validated LSR
Term	**Definition**
Key Interface:	BellSouth® LNP-Gateway

Note: Note: CLECs may access pre-order support using a web browser and the **LENS** interface. Use the Inquiry function to confirm the accuracy of customer record information, address, etc.

Decision Point

Step	Action
Process Step:	**Does LSR contain Fatal Error*?**
Term	**Definition**
If YES,	Proceed to 2.2 "BST LCSC sends Rejection Notification to CLEC"
Term	**Definition**
If NO,	Proceed to Decision Point "Does LSR fail validation?"

Note: Note: *Fatal Reject errors include missing required fields, duplicate PON, and invalid entries.

2.2

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Step	Action
Process Step:	**BST LCSC sends Rejection Notification to CLEC**
Term	**Definition**
Predecessor:	CLEC LNP LSR contains fatal errors (e.g., missing fields, duplicate PON, invalid entries)
Term	**Definition**
Input:	Rejected LSR
Term	**Definition**
Output:	Notification of fatal errors sent to CLEC
Term	**Definition**
Key Interface:	Fax, EDI, TAG, BellSouth® LNP-Gateway

Note: Note: Fatal reject notices for EDI or TAG orders will be transmitted electronically via EDI or TAG. Fatal reject r otices for faxed orders will be transmitted via fax.

Decision Point

Step	Action
Process Step:	**Does LSR fail validation?**
Term	**Definition**
If YES,	Proceed to 2.3 "Clarification Process"
Term	**Definition**
If NO,	Proceed to 3.1 "BellSouth® LCSC Sends FOC with Due Date to CLEC"

2.3
See Clarification Process

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3.0 Order Administration

3.1

Step	Action
Process Step:	**BST LCSC Sends FOC with Due Date to CLEC**
Term	**Definition**
Predecessor:	CLEC LSR passes BellSouth® LNP Gateway validation.
Term	**Definition**
Input:	Valid LSR
Term	**Definition**
Output:	FOC is sent to CLEC via EDI, TAG, or fax; BellSouth® LCSC issues 10 digit trigger order if applicable
Term	**Definition**
Key Interface:	EDI, TAG, fax, BellSouth® LNP Gateway

Note: Note: "Trigger" may not be applicable for all types of service. For Port Out with Loop, all service orders are issued at this time. The UNE Center ensures that the orders complete when the loop is turned up.

3.2

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Step	Action
Process Step:	**CLEC receives FOC with Due Date**
Term	**Definition**
Predecessor:	BellSouth® LCSC sends CLEC FOC via fax, EDI, or TAG
Term	**Definition**
Input:	Valid LSR with FOC
Term	**Definition**
Output:	CLEC receives FOC with Due Date
Term	**Definition**
Key Interface:	Fax; EDI, TAG

3.3

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Step	Action
Process Step:	**CLEC sends Create SV to NPAC with Due Date on FOC and Time set to 00:00**
Term	**Definition**
Predecessor:	FOC received by CLEC
Term	**Definition**
Input:	FOC with Due Date sent by BellSouth® LCSC
Term	**Definition**
Output:	NPAC notifies BellSouth® LCSC that CLEC has sent Create SV
Term	**Definition**
Key Interface:	NPAC - Service Order Administration (SOA); BellSouth® LNP Gateway

Note: Note: SV - Subscription Version BellSouth® will place SVs in Conflict if CLEC sends the Create SV to NPAC prior to CLEC receiving FOC from BellSouth®.

3.4

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Step	Action
Process Step:	**BST LCSC sends Concur SV to NPAC with Due Date on FOC and Time set to 00:00**
Term	**Definition**
Predecessor:	BellSouth® receives notification of Create SV from NPAC
Term	**Definition**
Input:	Create SV sent by CLEC to NPAC
Term	**Definition**
Output:	NPAC notifies CLEC that Concur SV has been sent by BellSouth®
Term	**Definition**
Key Interface:	NPAC - Service Order Administration (SOA); BellSouth® LNP Gateway

Note: Note: BellSouth® LCSC has 18 hours after Create SV to send Concur SV to NPAC.

Decision Point

Step	Action
Process Step:	**Does CLEC require Change* or Cancel to Original LSR?**
Term	**Definition**
If YES,	Proceed to 3.5 "Supplement (SUP) LSR Process"
Term	**Definition**
If NO,	Proceed to 3.6 "CLEC sends Activate SV to NPAC with Due Date on FOC"

Note: Note: *Change to original LSR includes: Due Date change; Add/Remove TNs

3.5
See Supplement (SUP) LSR Process

3.6

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Step	Action
Process Step:	**CLEC Sends Activate SV to NPAC on Due Date on FOC**
Term	**Definition**
Predecessor:	BellSouth® LCSC sends Concur SV to NPAC
Term	**Definition**
Input:	CLEC receives Concur SV from NPAC
Term	**Definition**
Output:	NPAC receives Activate SV from CLEC on Due Date on FOC
Term	**Definition**
Key Interface:	NPAC - Service Management System (SMS); BellSouth® LNP Gateway

Note: Note: BellSouth® is no longer responsible for customer after CLEC sends Activate SV to port the number.
Activate SV should be sent for all telephone numbers on the LSR.

4.0 Order Completion

4.1

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Step	Action
Process Step:	**BST LCSC Issues Disconnect Order** and Listing Order (if applicable) for Port Out without loop.
Term	**Definition**
Predecessor:	CLEC sends Activate SV to port number.
Term	**Definition**
Input:	NPAC notification of CLEC Activate SV sent to BellSouth®
Term	**Definition**
Output:	Disconnect service orders issued by BellSouth® LCSC
Term	**Definition**
Key Interface:	NPAC - Service Management System (SMS); BellSouth® LNP Gateway

Note: Note: Following this point, questions regarding maintenance & repair should go to the UNE Center.
LCSC will not issue disconnect until the Activate SV is received for all telephone numbers on LSR

4.2

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Step	Action
Process Step:	**BST sends Unlock Message to SCC for E911**
Term	**Definition**
Predecessor:	BellSouth® completes Disconnect service order
Term	**Definition**
Input:	Disconnect service order
Term	**Definition**
Output:	SCC receives BellSouth's Unlock message
Term	**Definition**
Key Interface:	SCC

Note: Note: BellSouth® will not send the Unlock message to SCC before the Disconnect service order is complete. BellSouth® will not send the Unlock message for E911 until Activate SV is received for all telephone numbers on LSR.

4.3

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Step	Action
Process Step:	**CLEC Sends Migrate Message to SCC for E911**
Term	**Definition**
Predecessor:	BellSouth® Unlock message has been received by E911 SCC
Term	**Definition**
Input:	BellSouth® Unlock message
Term	**Definition**
Output:	E911 record locked
Term	**Definition**
Key Interface:	SCC

Note: Note: If CLEC Migrate (Lock) message makes it to SCC before BellSouth's Unlock Message, then the CLEC message goes on an error report. BellSouth® will not send Unlock message to SCC until CLEC has sent Activate SVs to NPAC for all telephone numbers on LSR.

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CG-LNCL-001
Issue 2-March 2000
CHAPTER 3.0 - LNP Clarification and Supplement (SUP) LSR Process Flows

3.1 Detailed LNP Clarification Process Flow and Narrative

Clarifications

Any LSR will be returned to the CLEC for clarification when BellSouth® is not able to issue the orders requested due to:

- incomplete information
- incorrect information
- conflicting information

For faxed requests, clarifications will be sent via fax. The CLEC has 10 business days to respond to the request for clarification by submitting a supplemental LSR. (SUP)* If no response is received, the LSR will be canceled on the eleventh day. If canceled by BellSouth®, a new LSR (PON) must be submitted. Clarifications for EDI or TAG orders are sent via EDI or TAG. The CLEC has 30 days to respond to the clarification through EDI or TAG.

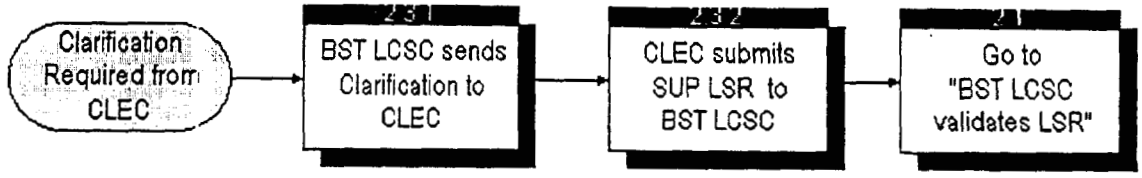
Note: * SUP LSRs must be sent using the same ordering method as the original LSR (i.e., Fax, EDI, TAG)

Detailed LNP Clarification Process Flow 

3.1.1 Clarification Process

2.3.1

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3.2 Detailed Supplement (SUP) LSR Process Flow and Narrative

Supplement (SUP) LSR

A supplemental change (SUP) LSR will be required if a CLEC:

- has been asked for clarification on an LNP LSR,
- is requesting a Due Date Change,
- would like to cancel an LSR,
- would like to add/remove telephone numbers for porting on LSR.

If a CLEC is changing the original LSR, a SUP LSR must be filed with BellSouth® prior to any contact with NPAC.

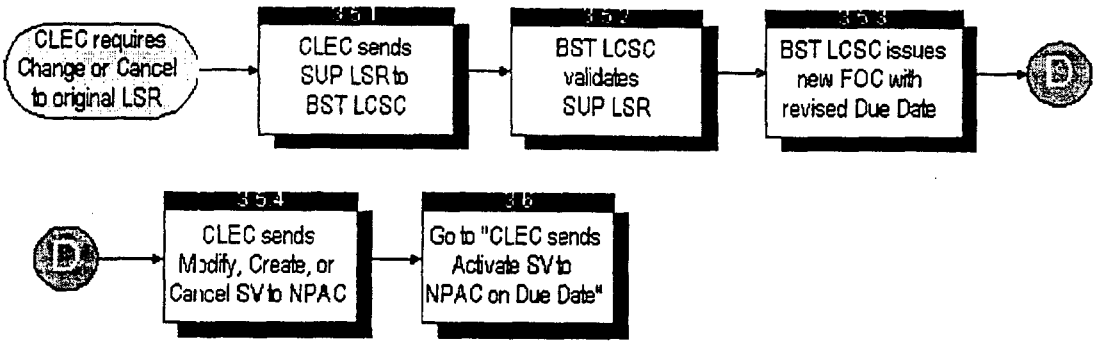
Note: SUP LSRs must be sent using the same ordering method as the original LSR (i.e., Fax, EDI, TAG)

Detailed Supplement (SUP) LSR Process Flow 

3.2.1 Supplement (SUP) LSR Change Process

3.5.1

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Step	Action
Process Step:	**CLEC sends SUP LSR to BST LCSC**
Term	**Definition**
Predecessor:	Create and Concur SV received by NPAC for original LSR
Term	**Definition**
Input:	Original FOC and LSR; SUP LSR
Term	**Definition**
Output:	BST LCSC receives SUP LSR via fax, EDI, or TAG
Term	**Definition**
Key Interface:	EDI, TAG, Fax

Note: Note: SUP LSR must be sent to BellSouth® LCSC and revised FOC received by CLEC prior to CLEC sending Modify SV to NPAC. CLEC must complete SUP field and VER field on LSR form

3.5.2

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Step	Action
Process Step:	**BST LCSC validates SUP LSR**
Term	**Definition**
Predecessor:	CLEC submission of SUP LSR
Term	**Definition**
Input:	CLEC SUP LSR
Term	**Definition**
Output:	Validated SUP LSR; BellSouth® updates internal records with supplemental information on LSR
Term	**Definition**
Key Interface:	BellSouth® LNP-Gateway

3.5.3

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Step	Action
Process Step	
Term	**Definition**
Predecessor:	BellSouth® receives and validates SUP LSR from CLEC
Term	**Definition**
Input:	SUP LSR; original LSR and FOC
Term	**Definition**
Output:	BellSouth® LCSC updates internal records with new Due Date; new FOC sent to CLEC via fax, EDI, or TAG
Term	**Definition**
Key Interface:	BST LNP-Gateway, EDI, TAG, fax

Note: Note: CLEC must receive FOC prior to sending Modify SV to NPAC. Revised Due Date on FOC will be based on the receipt of SUP LSR and the BST Standard Intervals.

3.4

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Step	Action
Process Step:	**CLEC sends Modify, Create or Cancel SV to NPAC**
Term	**Definition**
Predecessor:	CLEC receives revised FOC with new Due Date
Term	**Definition**
Input:	SUP LSR; Revised FOC with new Due Date
Term	**Definition**
Output:	NPAC receives Modify, Create, or Cancel SV
Term	**Definition**
Key Interface:	NPAC - Service Order Administration (SOA)

Note: Note: If changing the Due Date on LSR, CLEC sends a Modify SV
If removing TNs to port from original LSR, CLEC sends a Cancel SV for each TN.
If adding TNs for porting, CLEC sends Create SVs for each new TN on the SUP LSR.
If canceling the original LSR, CLEC sends Cancel SV to NPAC.

3.5
See Supplement (SUP) LSR Process

3.6

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Step	Action
Process Step:	**CLEC Sends Activate SV to NPAC on Due Date on FOC**
Predecessor:	BellSouth® LCSC sends Concur SV to NPAC
Term	**Definition**
Input:	CLEC receives Concur SV from NPAC
Term	**Definition**
Output:	NPAC receives Activate SV from CLEC on Due Date on FOC
Term	**Definition**
Key Interface:	NPAC - Service Management System (SMS); BellSouth® LNP Gateway

Note: Note: BellSouth® is no longer responsible for customer after CLEC sends Activate SV to port the number. Activate SV should be sent for all telephone numbers on the LSR.

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4.1 Requirements for LNP Ordering

A telephone number may port out when all of the following are true:

- NPA NXX is portable.
- telephone number is a working BST number or end user is paying to reserve the number.
- end user name on the LSR matches the BellSouth customer record.
- end user address on the LSR is in the same Toll Message Rate Center (TMRC) as the address on the BellSouth® customer record.
- number is associated with a line type that is portable. (Refer to Local Number Portability Rules - Section 4.2 below to determine if service type is portable and if a trigger order is necessary)

The responsibilities for porting out telephone numbers are described in the following table.

The responsibilities for porting out telephone numbers are described in the following table

Work Group	Responsibilities
CLEC	• Send LSR to BellSouth® to request number(s) to be ported. • Receives FOC before sending SVs to NPAC. • Provide service to end user. • Notify the NPAC when ready to port the number. • Update E911 information. • Send SUP LSR to change Due Date, Cancel LSR, or modify TN on LSR.
LCSC	• Process LSR and FOC for port out requests. • Issue trigger/port out/listing/loop service orders. • Send and receive NPAC messages.
UNE Center	• Coordinate port out with loop orders with CLEC as needed. • Complete port out with loop orders as needed. **Note:** UNE Center is involved in provisioning only if loop is requested.

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CG-LNCL-001
Issue 2-March 2000
CHAPTER 4.0 - Requirements for LNP Ordering

4.2 Local Number Portability Rules

The following table may be used to determine if the service type is portable and if a trigger order is required. The existing service or line type is for reference only because the service is not portable. Only the number is ported.

Local Number Portability Rules

Service / Line Type	Portable - w/LRN	Trigger	Notes
AdWatch	Y	N	The number will no longer work for AdWatch once it is Ported.
Cellular	N		
Choke Codes	N		Does not involve LRN
Denied for Non-Pay	Y	N	Must be ported prior to disconnection of service.
DID (Block of 20)	Y	N	To Port a portion of a range may require special assembly.
ESSX® / MultiServ®	Y	Y	If lines are in a hunting arrangement, see Hunting Lines below.
FX / FCO	Y	Y	The number can be ported within the same Toll Message Rate Center (TMRC). The BST designed circuit will be disconnected and the new service provider must establish the service.
Hunting Lines	Y	Y	If not all of the numbers in the hunt group are porting, the numbers porting must be removed from the hunt group the day before the port due date. CLEC can determine Frame Due Time or use BST default of 9:00 PM day before Port.
ISDN	Y	Y	
N11	N		

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Out dial trunks	Y	N	
Pager Numbers	N		
Party Line	Y	N	The number may be ported without loop. The BST service must be disconnected
Remote Call Forwarding / Interim Number Portability	Y	N	
Reserved numbers	Y	N	Only numbers reserved with chargeable USOCs may be ported
RingMaster®	Y	N	
Sub-Let	Y	Y	
Surrogate Client Number	Y	N	
Suspend for season	Y	N	
Switched Access	N		
Uniserv®	N		The lead number is not portable but subsequent TNs can be ported.
Warm Line	N		
ZipCONNECT®	N		

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4.3 Required Forms For Faxed Requests

Required Forms for Port Out

The CLEC submits the following forms to the LCSC to request telephone numbers to Port Out:

- Local Service Request (LSR)
- End User (EU)
- Number Portability (NP) or Loop Service with Number Portability (LSNP)

Conditional Forms for Porting Out

- Directory Listing Request (DLR)

LNP Order Form Matrix

LNP Order Form Matrix

When Ordering:	These Forms Are:				
	LSR	EU	NP	LSNP	DLR
Number Portability	R	R	R	P	C*
Loop Service with Number Portability	R	R	P	R	C*

Form Names:	Form Requirements:
LSR = Local Service Request Form	R=Required
EU = End User Form	R=Required
NP = Number Portability Form	C=Conditional
LSNP = Loop Service with Number Portability Form	O=Optional
DLR = Directory Listing Request Form	

Required Forms for SUPs

A supplemental change (SUP) LSR will be required if a CLEC:

- has been asked for clarification on an LNP LSR,
- is requesting a Due Date Change,
- would like to cancel an LSR,
- would like to add/remove telephone numbers for porting on LSR.

Use the **LNP Order Matrix Form** above to determine which order forms must be used.

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A supplemental change LSR (SUP) should contain complete information and will supersede the original LSR. The SUP must reflect the same PON, ACT, NPT, and CC from the original request. It must also have a higher version number in the VER field. For faxed requests, the SUP field must be populated with:

- (1) to Cancel. (Prohibited if CLEC has sent Activate SV to NPAC for any numbers on the LSR)
- (2) for Desired Due Date changes. The new date is specified in the DDD field. If the request is to establish a due date less than the standard interval (from the date the SUP is sent), the EXP field must also be populated.
- (3) for other types of changes. This includes adding or removing porting numbers. Also includes requests for a change in desired due date in conjunction with other changes to a pending order. The standard interval should be used to establish a new due date when adding or removing ported numbers.

EDI, TAG and Fax requests may not be combined for the same PON. If an LSR is submitted via:

- EDI all SUPs for the PON must be sent through EDI.
- Fax all SUPs for the PON must be faxed.
- TAG all SUPs for the PON must be sent through TAG.

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4.4 Complex LNP Orders

Definition of Complex Services

The Local Number Portability (LNP) request is classified as complex if the number(s) being ported out is working on a complex class of service. Requests to port out telephone numbers working on the following types of service are considered complex:

- ESSX® / MultiServ®
- Primary Rate ISDN
- Basic Rate ISDN
- Channelized MegaLink®
- PBX - DID, Inward/Outward/Combination trunks
- Pathlink

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4.5 Project Managed LNP Orders and Standard Intervals

Note: For information on project management and due date intervals, refer to BellSouth® Products and Services Interval Guide Interconnection Services @ http://interconnection.bellsouth.com/guides/guides_html

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CG-LNCL-001
Issue 2-March 2000
CHAPTER 5.0 - Critical Success Factors for LNP Ordering

5.1 Pre-Order Information

1. CLEC can proactively check the following points in the LSR before submitting via fax, EDI, or TAG.
   a. Customer address is RSAG valid and within the rate center;
   b. NPA-NXX is marked portable in the LERG;
   c. TNs on LSR match TNs on end user account;
   d. Due Date intervals are based on BellSouth Standard Intervals.
2. CLEC must have a Q-account for each OCN registered with NPAC and stated on LSR. All new OCNs registered with NPAC should be updated with BellSouth® and a Q-account should be established.
3. CLEC should use correct OCN. OCN used at NPAC must match OCN used in the CC or NNSP field on CSR and OCN for Q account in BAN field.
4. CLEC must obtain end-user authorization to request LNP before submitting LNP LSR.

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CG-LNCL-001
Issue 2-March 2000
CHAPTER 5.0 - Critical Success Factors for LNP Ordering

5.2 LSR Order Forms for LNP

1. CLEC should complete all required fields.
2. CLEC should provide previously unassigned PON on LSR.
3. If CLEC is porting on any day other than the Due Date stated on the FOC, the CLEC should send BellSouth® a SUP LSR prior to the Due Date stated on the LSR. BellSouth® will then send a revised FOC with the new due date to the CLEC.
4. Per the BellSouth® Ordering Guide for CLECs, for Issue 3B in reference to faxed requests, a REF NUM may not be duplicated on an individual PON. **REF NUMs are associated with:**
   - porting numbers
   - disconnecting numbers
   - directory listings

   Example:

   > If a REF NUM is used on the Directory Listing Request form, it may not be repeated on the Number Portability/Loop form or the End User Disconnect form.

   - PONs containing duplicate REF NUMs are placed in clarification.
5. The CLEC must advise BellSouth® how to handle additional telephone numbers on the end user account. The additional telephone numbers may be associated with features such as:
   - Ringmaster®
   - Surrogate Client MemoryCall®
   - Flexible Call Forwarding Dial Around

   If these telephone numbers are not porting, use the disconnect section on the End User Form to detail this information.
6. For all LNP orders, the LSR must provide the initiator's fax number in the FAX NO field, even for EDI or TAG LSRs.
7. CLEC should provide accurate cable & pair information for loop orders to avoid provisioning delays.
8. An LSR must contain numbers on one CSR. An LSR must be sent for each CSR unless using "LEATN" for Issue 9

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5.3 Supplemental LSRs

1. If CLEC intends to port on any day other than the Due Date stated on the FOC, the CLEC should send BellSouth® a SUP LSR prior to the due date originally stated on the FOC.
2. A supplemental change LSR (SUP) must reflect the same PON, CC, ATN, AN, EATN, EAN, ACT, and NPT as the original request.
3. SUP must also have a higher VER number and SUP field entry complete
4. EDI/TAG vs. FAX: EDI or TAG and Fax requests may not be combined for the same PON. If an LSR is submitted via:
   - EDI all SUPs for the PON must be sent through EDI.
   - TAG all SUPs for the PON must be sent through TAG.
   - Fax all SUPs for the PON must be faxed.

Example:

The original LSR is sent via EDI and then placed in clarification by the LCSC. CLEC must send a SUP through EDI to change or cancel the request.

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5.4 Clarifications

1. For faxed requests, the CLEC has 10 business days to respond to the request for clarification by submitting a supplemental LSR.
2. If no response is received by BellSouth® LCSC within 10 business days, the LSR will be canceled on the eleventh business day.
3. If original LSR is canceled by BellSouth®, a new LSR with new PON must be submitted.
4. CLEC should not send Create SV to NPAC until an FOC has been received.
5. BellSouth® will place SVs in Conflict if CLEC sends Create before FOC is received.

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5.5 Standard Intervals

1. CLEC should review BellSouth® Standard Interval Guide prior to submitting LSR.
2. The minimum Due Date for port-out is five business days after the FOC receipt date. The first TN ported in an NPA-NXX is no earlier than five business days after FOC receipt date.

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5.6 NPAC Communication

1. CLEC must receive FOC from BellSouth® prior to sending any NPAC SV messages (Create or Modify).
2. The CLEC should send the Create SV immediately upon receipt of FOC.
3. The Due Date on the Create SV sent to NPAC by the CLEC must match Due Date on FOC sent by BellSouth®
4. The Due Time on the Create SV must be set to 00:00.
5. CLEC should send Activate SV to NPAC on FOC due date.
6. BellSouth® LCSC does not issue the Disconnect service order until notification of CLEC Activate SV is received from NPAC for all TNs on the LSR. This is done to avoid disruption to end-user service.
7. For any change in the Due Date to port numbers, to cancel port, or to add/remove telephone numbers, a SUP LSR must be sent to BellSouth® LCSC and CLEC must receive revised FOC prior to sending a Modify message to NPAC.

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CG-LNCL-001
Issue 2-March 2000
CHAPTER 5.0 - Critical Success Factors for LNP Ordering

5.7 E911 Lock Down

1. CLEC must send Activate SV to NPAC before BellSouth® LCSC will issue the Disconnect.
2. BellSouth® will not send the Unlock Message until Disconnect service order is complete.
3. If CLEC Migrate message reaches SCC before BellSouth's Unlock Message, the CLEC Migrate message will be shown on an error report which is sent to CLECs daily. CLEC must be sure they have sent Activate SVs to NPAC for all TNs which appear on error reports from SCC.
4. CLEC and BellSouth® should send Migrate and Unlock messages to SCC with the same due date as the Activate SV to NPAC.

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6.1 Interface Options for Order Submission

Ordering Options for LSRs

The CLEC must send the Local Service Request (LSRs) for Local Number Portability or Loop Service with Number Portability to the BellSouth® LCSC for processing. The request may be faxed or sent electronically through Electronic Data Interchange (EDI) or Telecommunication Access Gateway (TAG).

If the LSR is received electronically, the FOC is sent to the CLEC automatically through EDI or TAG. The CLEC also receives completion notices through EDI or TAG once the service orders are complete. EDI, TAG and Fax requests may not be combined on the same PON. If an LSR is originally submitted via EDI, then all SUPS for this PON must be sent through EDI.

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6.2 System Interface Descriptions

Local Exchange Navigational System (LENS)

Step	Action
Description:	Front-end GUI application which provides pre-ordering support for LNP orders using the Inquiry function.
Term	**Definition**
Inputs:	Customer address, customer information
Term	**Definition**
Outputs:	RSAG Address Validation; Service availability for a particular NPA NXX; Customer record information

Note: Note: LNP LSRs can not be submitted via LENS.

PON Order Status via the Web

Step	Action
Description:	Supports on-line viewing of faxed LSR order status.
Term	**Definition**
Inputs:	Faxed LSRs
Term	**Definition**
Outputs:	CLEC-specific LSR status by PON

Note: Note: For faxed LSRs

Fax

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Step	Action
Description:	Supports the transmission of manual CLEC orders.
Term	**Definition**
Inputs:	Paper LSR
Term	**Definition**
Outputs:	Clarifications, FOCs

Note: Note: Clarifications and FOCs for faxed LSRs are sent via fax. SUP LSRs for faxed LSRs must be submitted via fax. EDI, TAG and faxed requests may not be combined on the same PON.

Electronic Date Interchange (EDI)

Step	Action
Description:	Supports the CLEC transmission of orders to BellSouth®, and the acknowledgment of receipt of orders to CLEC by BellSouth®.
Term	**Definition**
Inputs:	Digital LSR
Term	**Definition**
Outputs:	Clarifications, Rejects, FOCs, Pending Order Statuses, Completion Notices

Telecommunications Access Gateway (TAG)

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Step	Action
Description:	Supports the CLEC transmission of orders to BellSouth®, and the acknowledgment of receipt of orders to CLEC by BellSouth®. CLEC has access to ordering and pre-ordering functionality via TAG.
Term	**Definition**
Inputs:	Digital LSR
Term	**Definition**
Outputs:	Clarifications, Rejects, FOCs, Pending Order Statuses, Completion Notices

BellSouth® LNP Gateway

Step	Action
Description:	Supports both internal and external communications with various interfaces and processes, including NPAC (SOA & SMS), EDI, and TAG.
Term	**Definition**
Inputs:	LNP LSRs, NPAC messages, EDI and TAG orders
Term	**Definition**
Outputs:	Rejects, Clarifications, FOCs, NPAC concurrence messages, Service orders to provisioning

NPAC

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Step	Action
Description:	NPAC is the third party organization that oversees the porting of telephone numbers for Local Number Portability.
Term	**Definition**
Inputs:	CLEC and BellSouth® subscription versions.
Term	**Definition**
Outputs:	CLEC and BellSouth® subscription versions.

Note: Note: Interface descriptions are specific to LNP orders only.

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CG-LNCL-001
Issue 2-March 2000
CHAPTER 7.0 - Frequently Asked Questions

7.1 General

1. 1. What should be done if it is determined that some numbers sent on an LSR are not to be ported?

   A sup should be sent immediately to delete the telephone numbers from the NP or LSNP form if they are not porting. The account will not be disconnected until all telephone numbers on the NP or LSNP form have been ported.
2. 2. How is a CLEC LSR validated?
   The validation process includes the following steps to ensure that the requested number(s) may be ported out.

Step	Action
1	Are the porting number(s) on the LSR working number(s) on the CSR (or customer is paying to reserve the numbers)? If yes, go to step 2. If no, go to step 7.
2	Does the end user name on the LSR match the listed name and/or billing name on the CSR? If yes, go to step 3. If no, go to step 7.
3	Are the telephone number(s) on the LSR associated with a line type that is portable? Refer to Local Number Portability Rules (Section 4.2 of this guide). If yes, go to step 4. If no, go to step 7.
4	Does the service address information on the LSR match the LA or SA on the CSR? If yes, go to step 6. If no, go to step 5. **Note:** If the line type on the existing end user service is FX/FCO, go to step 5.
5	Is the Toll Message Rate Center (TMRC) for the porting number(s) shown on the LSR the same as the TMRC for the address shown on the LSR? If yes, go to step 6. If no, go to step 7.
6	Is LNP available for the NPA NXX at this time? If yes, go to step 8. If no, go to step 7.
7	Send CLEC Clarification request and wait for receipt of SUP LSR.
8	Proceed with Service Order Issuance Process.

3. What CLEC actions would cause an LNP request to fall out of the order process at BellSouth?
Some reasons for an LSR to fall out of the order process are:

- CLEC sent a create SV before receiving an FOC. BellSouth will put SV in Conflict with NPAC
- CLEC sent a create on the wrong TN
- CLEC sent create with due date different than FOC due date
- CLEC sent create with time other than 00:00
- CLEC ported number before or after Due Date on the FOC

If the CLEC LSR has fallen out of the order process, BellSouth® will not be able to automatically send Concur SV to the CLEC Create SV.

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- 4. What CLEC actions should be taken if the end user is continuing to receive a bill from BST after the account is ported out?
- CLEC should verify that the activate SV has been sent on all telephone numbers provided on the LSR. If yes, refer the account to the LCSC for investigation. If no, send the activate SV to the NPAC.

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CG-LNCL-001
Issue 2-March 2000
CHAPTER 7.0 - Frequently Asked Questions

7.2 Ordering Options

1. In what form should a CLEC expect to receive an FOC, Clarification, or Reject response?
   - If an order was sent via EDI, the response will be sent via EDI.
   - If an order was send via TAG, the response will be sent via TAG
   - If an order was send via fax, the response will be sent via fax.
2. Why can't the status of an LSR submitted via EDI be viewed in the PON Status Reports which are available on-line?
   The PON Status Reports are for orders which were submitted via fax. Status for orders submitted via EDI/TAG are received via EDI/TAG.

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CG-LNCL-001
Issue 2-March 2000
CHAPTER 7.0 - Frequently Asked Questions

7.3 LSR Error Notices

1. What types of errors would require clarification?
   Some examples of errors for which BellSouth® will request clarification:
   - Some numbers on an account are being ported, but information/instruction has not been provided on **ALL** numbers listed on the account (i.e., Ringmaster®; Surrogate Client MemoryCall®; Flexible Call Forwarding Dial Around (FCPAN))
   - REF NUM are duplicated on the LSR
   - LSR does not contain the minimum required fields
   - Duplicate PON
   - Data was entered into a prohibited field
   - Busy cable & pair
   - Incorrect address
   - End user & central office are not in same wire center (may be wrong ACTL)
   - Invalid ACT
   - Invalid Q-account
   - TN listed is not a working BellSouth® TN
   - Listing 2 numbers to port from two different CSRs on one LSR
2. Why would the CLEC receive error reports from SCC, Manager of the E911 database?
   If the CLEC sends the Migrate message to the SCC to lock E911 prior to SCC receiving BellSouth's Unlock message, the CLEC Migrate message will be placed on an error report (755) which is distributed daily to CLECs from SCC. SCC will mechanically process the Migrate/Unlock record match for 7 days for all 755 error messages. After 7 days the record will move to a 760 error file. SCC will manually continue to look for the record match there. CLEC should be sure that the Activate SV has been sent to NPAC for the Migrate messages which appear on the 755 or 760 error reports.

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7.4 Due Dates

1. What are the key steps to changing the Due Date for a previously submitted LNP LSR?
   The most important part of a Due Date change is submitting a SUP LSR to the BellSouth® LCSC and receipt of a revised FOC prior to sending the Modify SV to NPAC. If the Modify SV is sent to NPAC prior to receipt of the revised FOC from BellSouth, the LSR will fall out of the order process at BellSouth®. Due Date changes should be requested prior to the due date and not later than the due date originally stated.
2. Why does the FOC have a Due Date which is different than the Desired Due Date?
   If the Desired Due Date on the original LSR did not adhere to BellSouth® Standard Intervals for LNP orders, then the Due Date on the FOC would reflect the appropriate interval. Refer to BellSouth® Standard Interval Guide for more details.
3. Why does the CLEC have to send the Activate SV on the Due Date?
   If the CLEC sends the Activate SV before or after the Due Date on the FOC, end user service could be impacted.

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7.5 NPAC Communication

1. What does it mean when a CLEC receives an SV with Authorization set to NO (Conflict) from NPAC?
   This SV indicates that the CLEC sent a Create SV to NPAC prior to receipt of an FOC for the TN. CLEC should check for receipt of an FOC for the TN.
2. Why can't the CLEC send the Create SV to NPAC prior to receiving an FOC from BellSouth®?
   If the CLEC sends the Create SV to NPAC prior to receiving an FOC from BellSouth®, BellSouth® will send SV with Authorization set to NO (Conflict) to NPAC. CLEC should follow industry flow for successful porting.
3. How does CLEC know BellSouth® is ready to port number?
   CLEC should complete the following steps at least the day before the due date:
   - verify FOC was received
   - verify FOC due date
   - verify SV is Pending with Concurrence for all TNs on LSR
   - verify SV due date is same as FOC due date for all TNs on LSR
4. What happens if the NPAC telephone number disconnect option is used after sending the activate (number ported) message?
   The telephone number and not the end user is returned to BellSouth®. The CLEC must arrange to provide service for the end user because upon receipt of the Activate SV, BST will proceed with the disconnect order.

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CG-LNCL-001
Issue 2-March 2000
CHAPTER 8.0 - LNP Ordering Checklist

8.1 LNP Ordering Checklist

1. **Pre- Submission: The LSR Form for LNP**
   Has the pre-order information been validated? CLECs may access pre-order support using a web browser and the LENS interface. Use the Inquiry function to confirm the accuracy of the following information:
   - TNs on LSR match TNs on CSR
   - LSR address is RSAG valid
2. Have you included/checked the following items:
   - Previously unassigned PON on LSR
   - Unique REF NUMs on all associated forms for LSR
   - Minimum required fields are complete
3. Is there a Q-account for each OCN registered at the NPAC and stated on the LSR in the CC field?
4. Were BellSouth® Standard Due Date Intervals followed when assigning the Desired Due Date? (Refer to BellSouth® Products and Services Interval Guide.)
5. **NPAC Communication**
   Do not send NPAC messages (e.g., Create or Modify) prior to receipt of FOC. (For original LSR or SUP LSR)
6. The Create SV should be sent immediately upon receipt of FOC by the CLEC for all TNs on the LSR.
7. Does the Due Date on Create message must match Due Date on FOC sent by BST?
8. For any change in the Due Date to port numbers, a SUP LSR must be sent to BellSouth® LCSC prior to sending a Modify message to NPAC. Any other changes, such as Cancellations, also require a SUP LSR.
9. Does the Due Time have setting of 00:00?
10. **E911 Lockdown**
    The Migrate message to lock records at an E911 SCC should be sent after the Activate message is sent to NPAC.

Note: This list is not all inclusive, but highlights the actions which would most contribute to the submission of a valid LSR.

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CG-LNCL-001
Issue 2-March 2000
CHAPTER 9.0 - Glossary of LNP Terms

9.1 Glossary of LNP Terms

Term	Definition
Advanced Intelligent Network (AIN)	Evolving, service-independent network architecture that provides important new capabilities for rapid creation of customized telecommunications services. AIN offers one way for a network element to query a central database to obtain local number portability routing information.
BST	Acronym used to indicate BellSouth®
Central Office (CO)	An environmentally controlled space in which a telecommunications network switching system and other associated operating systems are installed.
Central Office Exchange (CENTREX)	A telephone service offered by LSPs that provides the end-user with advanced features and services from the LSPs EO
Clarification	Requested by BellSouth LCSC when an CLEC LSR contains incomplete or inaccurate information which requires further documentation from the CLEC to allow order processing to continue.
Competitive Local Exchange Carrier (CLEC)	A new entrant into a market where there is already an incumbent LEC (ILEC) providing local phone service.
Conflict	An SV status which indicates that an error has occurred in the ordering process which will require further CLEC action for BellSouth to resume order processing. For example, BST will place SV in conflict if CLEC sends a Create SV before an FOC has been issued.
Directory Number (DN)	An end-user's telephone number, also known as a TN. In its most restrictive definition, an end-user number which is listed in a directory or with directory assistance.
Donor Switch	Switch/Office/Exchange Refers to the local switch from which an end-user was served, prior to changing SPs.
	A switching system used to provide local service for a local

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End Office (EO)	telephone company; also known as a central office. End offices are typically equipped with both line and trunk terminations.
Fall-Out	Human eyes are needed to review the order, e.g. with a partial migration.
Fatal Reject	A type of error which suggests that the minimal requirements of an LSR were not fulfilled. For example, a missing required field or a duplicate PON. A Fatal Reject will not allow the CLEC order to be processed further by the BellSouth® LCSC.
Federal Communications Commission (FCC)	Congressionally credited governmental agency with the responsibility to direct the U.S. national and international telecommunications regulatory environment.
Firm Order Confirmation (FOC)	Verification/acknowledgment from one SP to another of receipt of a valid Local Service Request (LSR)
Incumbent Local Exchange Carrier (ILEC)	Typically, the RBOC or independent who services local end-users (prior to a market opening up to local competition)
Intelligent Network (IN)	Hardware and software platform used to provide enhanced voice, video and data services. IN offers one way for a network element to query a central database to obtain local number portability routing information.
Inter-Exchange Carrier (IXC)	A carrier that provides connections between LATAs, between serving areas, and between LATAs and serving areas where the calling or called end-user is located in the United States.
Interim Number Portability (INP)	A temporary solution for porting telephone numbers that routes calls to the CLEC wire center using: • Remote Call Forwarding (RCF) • Direct Inward Dialing (DID) • Route Index Hubbing (RTI)
Local Exchange Carrier (LEC)	A company that provides local telephone service. LECs also include independent local telephone companies.
Local Exchange Routing Guide (LERG)	Bellcore administered Network Routing and V&H Coordinate information for U.S. Telecommunications Industry and others.
Local Number Portability (LNP)	Provides end users with the ability to retain their numbers when they change their local service provider.
	A BellSouth® System created to support LNP that:

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Local Number Portability Gateway (LNP GW)	• includes desktop application for LCSC Service Representatives. • is used to process LNP LSR's on-line. • communicates with the NPAC. • interfaces with the AIN database to update call routing information.
Local Service Management System (LSMS)	The LSP owned network database which holds downloaded ported number information.
Local Service Provider (LSP)	A company that provides basic local telephone service.
Location Routing Number (LRN)	A routing code that is: • unique • 10 digits • identifies the switch in which a ported number resides. LRN utilizes AIN triggers, SS7 signaling, and unique 10-digit code for switch identification.
Lockheed-Martin IMS (LM-IMS)	The neutral third-party administrator for the LNP database NPAC.
New Service Provider (NSP)	Subscribers selection of exchange carrier that will be providing dial tone. This will usually be the exchange carrier that is not the default SP for the NPA NXX. This would be the recipient switch for the porting of a number when the end-user is being ported. When the end-user is changing from ported to non-ported the NSP would be the donor switch.
Non-Portable Number	Numbers are those that have not been designated as ported exchanges or portable capabilities in the LERG.
North American Numbering Council (NANC)	FCC -mandated task force assigned to oversee NPAC and NANP administration for the U.S. telecommunications industry.
North American Numbering Plan (NANP)	A plan for the allocation of unique 10 digit address numbers. The numbers consist of a 3 digit area (numbering plan area) code, a 3 digit office code, and a 4 digit line number. The plan also extends to format variations (e.g., 3 digit and 7 digit address), prefixes (e.g., 1, 0, 01 and 011), and special code applications (e.g., Service Access Codes).
Number Portability Administration Center (NPAC)	A neutral third party vendor contracted by BellSouth® and the CLEC's to: • maintain the master database for LNP. • coordinate the flow of information between service providers.
Numbering Plan Area (NPA)	A defined geographic area identified by a unique three digit code used in the North American Numbering Plan Area.

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NXX	End Office Code A three digit code used to identify a central office exchange. However, in a portable environment the last 4 digits or the 7-digit telephone number may not always reside in the central office exchange to which the NXX was natively assigned.
Plain Old Telephone Service (POTS)	Basic residence or business telephone service which provides users with simple telephone features or service.
Port In	A term used with Local Number Portability to indicate that a customer is changing his facility based local service provider from a CLEC to BellSouth and wishes to keep his same telephone number.
Port Out	A term used with Local Number Portability to indicate that a BellSouth customer is taking his telephone number with him to another facility based local service provider.
Portability	The ability of the user to change local telephone companies, location and/or service without changing the telephone number.
Portable Number	Those numbers within an exchange that have portable capabilities and are assigned to a designated portable exchange. These are the numbers that are assigned to the designated default switch and have not been ported to another LSP. These numbers are commonly identified as working on the "Donor" switch. Portable numbers are all numbers in an NXX where portability is allowed. Numbers will be declared portable on an NXX basis.
Ported Number	Those that have been assigned to other LSPs providing recipient switch access for Portable exchanges. This is commonly termed as the numbers assigned to the "Recipient" switches. The "Recipient" switch is not the default switch in the SCP. Ported numbers are the subset of portable numbers that have actually been moved from the LERG based switch (donor) to another switch (recipient).
Private Branch Exchange (PBX)	System typically installed in a business that serves as the central telephone system for that business and which may provide certain enhanced services for that business.
Recipient Switch	Switch/Office/Exchange - Refers to local end office switch to which an end-user is served, after changing SPs.
Remote Call Forwarding (RCF)	LNP deployment model generally viewed as an interim solution. For customers changing their local telephone company and wanting to keep their phone number, routes

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	all incoming calls to the old company switch first. Then the calls are forwarded to a new phone
SCC	Neutral third party responsible for the E911 database administration. (SCC is not an abbreviation.)
Service Management System (SMS)	Computer facility permitting access to records contained in the number portability database. Receives Number Ported messages from NPAC.
Service Order Administration (SOA)	Interface to the NPAC for porting end-user TNs. Receives create and sends concurrence SVs.
Service Provider (SP)	A company that provides telephone service.
Subscription Version (SV)	A message that flows through the NPAC to provide information regarding LNP.
Telecommunications Access Gateway (TAG)	TAG is a transaction based messaging system with data translation. TAG provides a by-directional flow of information between the CLEC and BellSouth®, and gives the CLEC access to pre-ordering and ordering functionality.
Toll Message Rate Center (TMRC)	A uniquely defined geographic area: • created to allow for the proper rating of toll and message charges. • appears in LERG for a wire center/switch.
Trigger Order	6-Digit Trigger - identifies NPA XXX that is portable and causes querying. 10-Digit Trigger - end-users' telephone number. This trigger causes look up process so when the 10-digit trigger is dialed the call is routed through AIN to the SS7 database. **Note:** "Trigger" is not available for all service types.

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CG-LNCL-001
Issue 2-March 2000
CHAPTER 10.0 - Appendix

10.1 Job Aids

Directory Listing Job Aid for BellSouth® Business Rules for Local Ordering and LESOG Version 4 Form

Listings Desired	REQTYP	ACT	DIRECTORY LISTINGS REQUEST FORM	ERL
YES	CB	V	YES	N
YES	CB	V	NO	Y
NO	CB	V	NO	Blank
YES	BB	V	YES	N
YES	BB	V	NO	Y
NO	BB	V	NO	Blank
NO	CB	P/Q	NO	Prohibited
NO	BB	P/Q	NO	Prohibited
YES	CB	P/Q	YES	Prohibited
YES	BB	P/Q	YES	Prohibited

Directory Listing Job Aid forLEO-IG Volume 1, Version 7and LESOG Version 2 Form

Listings Desired	ReqTyp	ACT	Directory Listing Form
YES	CB	V	YES
NO	CB	V	NO
YES	BB	V	YES
NO	BB	V	NO
YES	CB	W*	NO
YES	BB	W*	NO

Note: *Note: Act of W is not allowed for a partial migration. If only a portion of the lines on the account are converted, the DLR should be submitted to request listings.

Job Aid for EATN, EAN, ATN, AN and BAN Fields for BellSouth® Business Rules for Local Ordering and LESOG Version 4 Form

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LSR FIELD	For REQTYP B with SL1 Loop (NC=TY) field contains	For REQTYP B with SL2 Loop (NC=LY) field contains	REQTYP C
EATN or EAN or LEATN or LEAN	The main CSR account number where the numbers are found that are to be ported out. The C and D port out orders are issued on this number.	The main CSR account number where the numbers are found that are to be ported out. The C and D port out orders are issued on this number.	The main CSR account number where the numbers are found that are to be ported out. The C and D port out orders are issued on this number.
BIx (x=1 or 2)	L (Loop)	L (Loop)	N
BANx (x=1 or 2)	Q account number for Loop	CABS account number	Q account for Directory
BIx (x=1 or 2)	N	N	
BANx (x=1 or 2)	Q Account for directory	Q account for directory	
ATN	Telephone Number under which the Directory Account will be established. (Will not be populated if listings are not requested)	Telephone Number under which the Directory Account will be established. (Will not be populated if listings are not requested)	Telephone Number under which the Directory Account will be established. (Will not be populated if listings are not requested)
AN	Miscellaneous Account Number to assign to the service order for the SL1 Loop	CABS account number (It will be repeated in this field)	

Note:
Note:

- X= either 1 or 2. For REQTYP B, the CLEC can place either of the accounts in either field.
- For REQTYP C, only the BI1 and BAN1 field will be populated.
- The BI2 and BAN2 fields are prohibited for REQTYP C.

Job Aid for CRIS (SLI) Loop Ordering for LEO-IG Volume 1, Version 7 and LESOG Version 2 Form
(These fields required on requests received on or after April 30, 2000.)

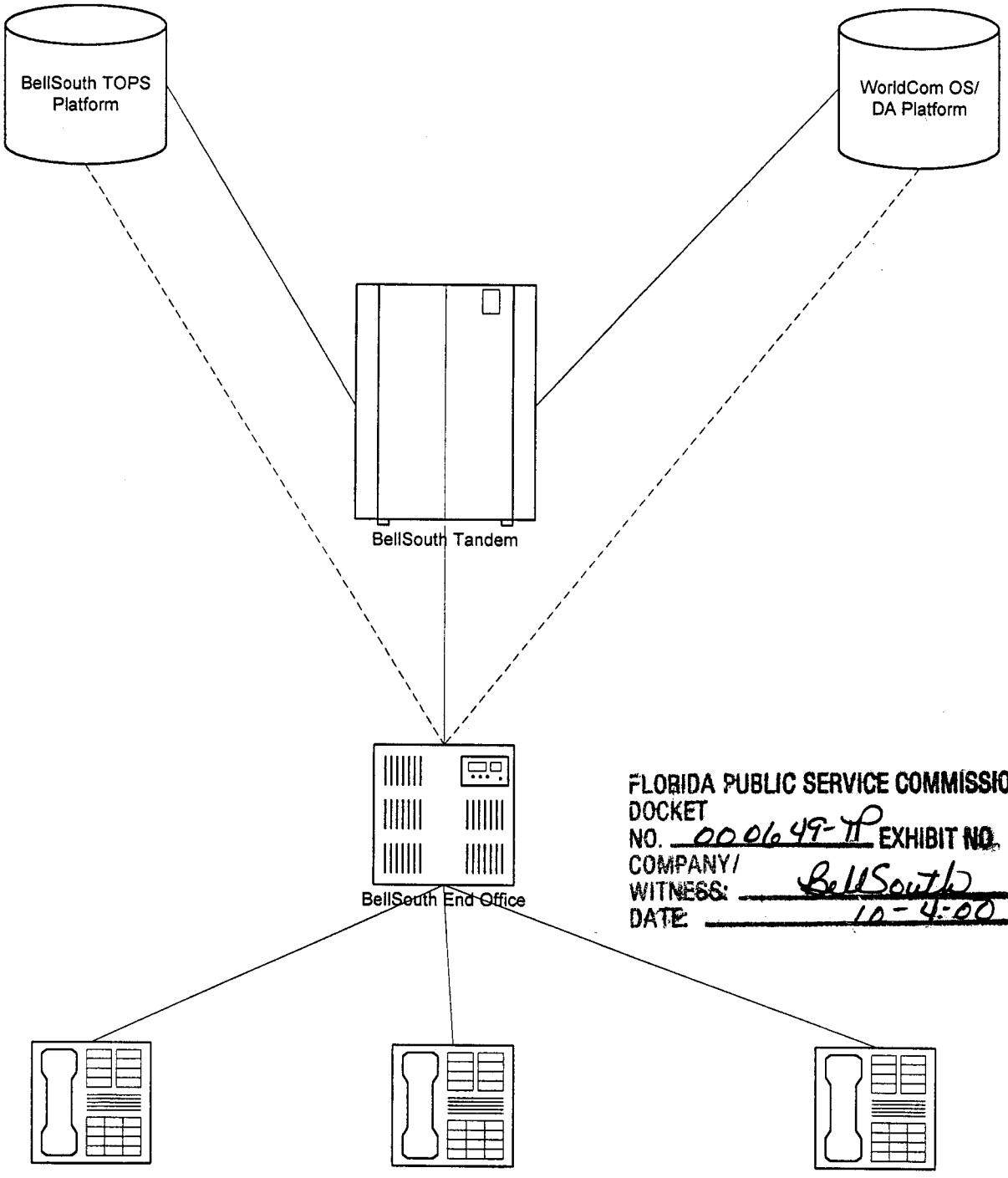
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LSR Field	Data	Explanation
EATN or EAN	XXX XXX-XXXX XXX AXX-XXXX	The account number on the CSR where porting numbers are found.
AN	XXX AXX-XXXX	Miscellaneous account to assign on the SLI service order. May be preassigned through LENS.
ATN (Optional)*	XXX XXX-XXXX	Telephone number under which Directory Account will be established.
BI 1**	L	Loop
BAN1	XXX QXX XXXX	Q account for Loop
BI 2**	N	Number Portability
BAN2	XXX QXX XXXX	Q account for Directory Listing account

Note: * Note: Field is not required if listings are not desired or if listings may be established using EATN number.
Note: ** Note: The L or N may be shown with BI1. The appropriate Q account must be shown in the BAN field following the BIx L or BIx N.

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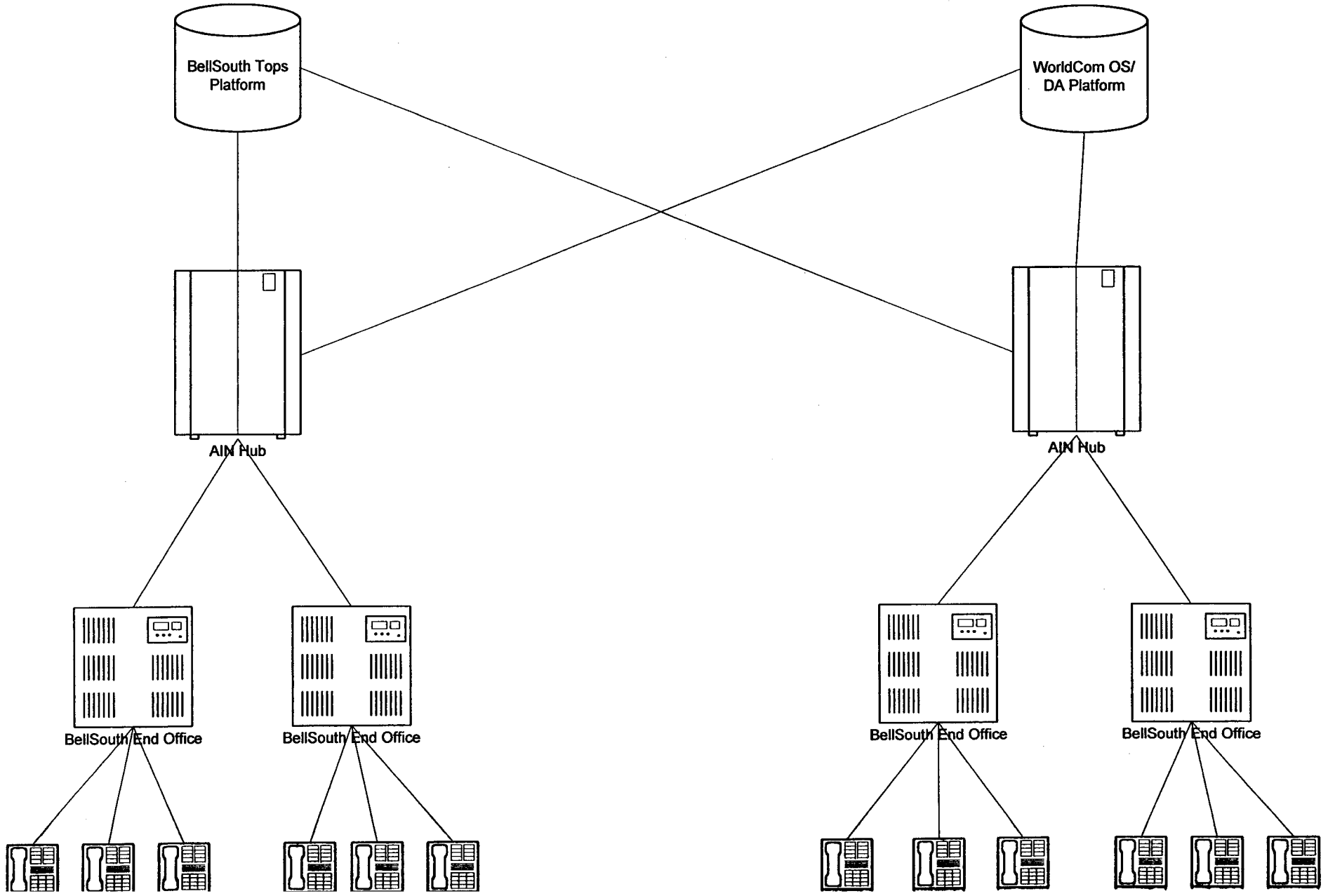
WorldCom Exhibit # ____
BellSouth Line Class Code Method



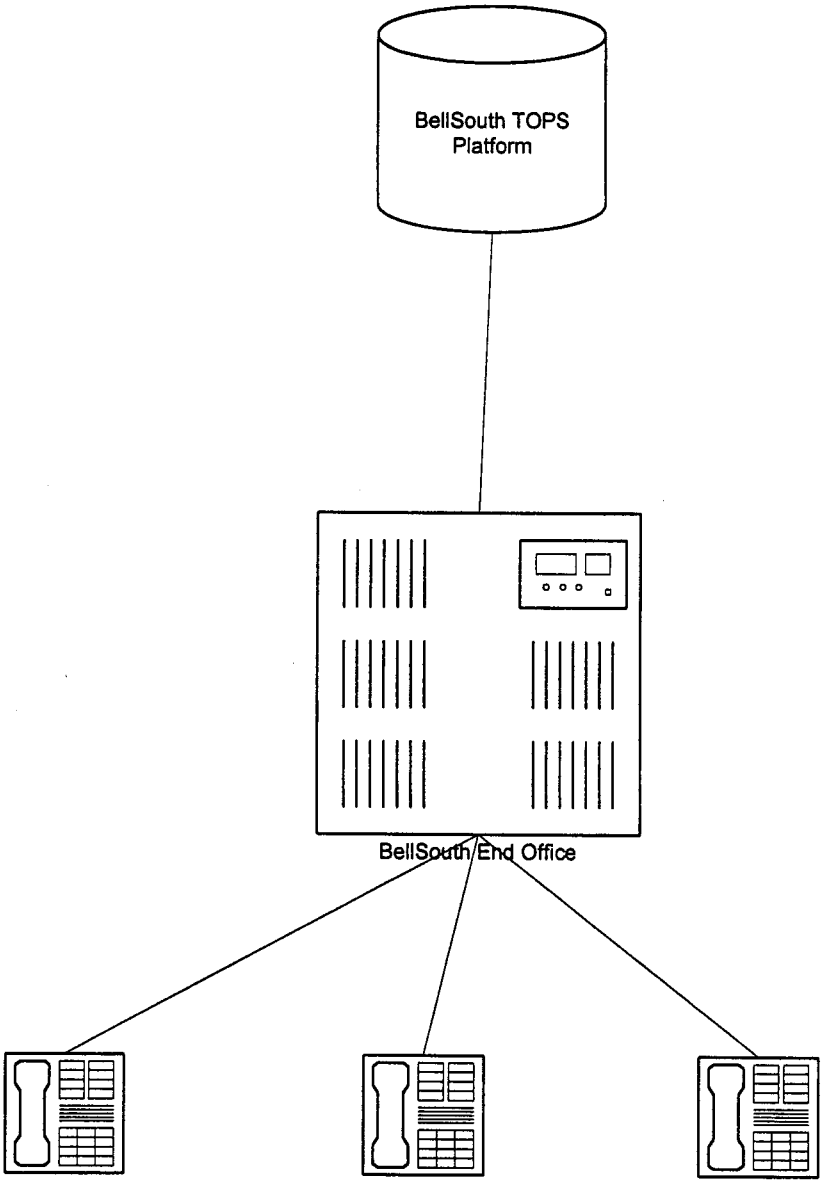
FLORIDA PUBLIC SERVICE COMMISSION
DOCKET NO. 000649-TP EXHIBIT NO. 34
COMPANY/ WITNESS: BellSouth
DATE: 10-4-00

Ex 34

WorldCom Exhibit # ____
BellSouth AIN Hubbing Method



BellSouth OLNS Method



IP 73167

BELLSOUTH TELECOMMUNICATIONS



SERVICES SUPPLIER CERTIFICATION PROCESS FOR DETAILED ENGINEERING AND INSTALLATION

Information Publication

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December, 1996

Ex. 35

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SERVICES SUPPLIER CERTIFICATION PROCESS FOR DETAILED ENGINEERING AND INSTALLATION

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If further information is required, please contact:

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675 West Peachtree Street, N.E.
Atlanta, GA 30375
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SERVICES SUPPLIER CERTIFICATION PROCESS FOR DETAILED ENGINEERING AND INSTALLATION

CONTENTS

1. Certification Process 1
A. Introduction 1
B. Purpose 1
C. Engineering And Installation Standards 1
D. Application For Certification 2
E. Certification for Collocation 2
F. Certification Process Phases 3
G. Business Viability Evaluation 3
H. Preliminary Staff Evaluation 3
I. Quality Assurance 3
J. General Services Contract 4
K. Field Trial 4
L. Certification 4
M. Change In Supplier Status 5
N. Re-certification Process 6
O. Supplier Report Card 7
2. Questionnaire 8
3. Position Statement 12
4. Engineering Checklist 13
5. Installation Checklist 15
6. General Summation 17
7. Bellsouth And Bellcore Publications 18
8. Publication Request 19

DEC 03 '00 16:56 FR MCI 770 280 6963 TO 8185022485S1 P.04/24

SERVICES SUPPLIER CERTIFICATION PROCESS FOR DETAILED ENGINEERING AND INSTALLATION

CERTIFICATION PROCESS

Introduction

The Capacity Managers in the BellSouth nine state operating areas have the responsibility of provisioning new and embedded central office communications equipment. The detailed engineering and installation for this equipment is provided by the engineering and installation supplier.

The BellSouth areas presently use several different contract suppliers to provide these services. Contract suppliers provide a valuable service to the telephone industry and are a critical factor in the successful and timely completion of network projects.

The importance of engineering and installation services to the network requires that potential contract suppliers be evaluated and certified as being qualified E & I suppliers for the products and services provided.

Purpose

This publication will outline and describe the certification process along with the plan developed to evaluate those E & I suppliers that BellSouth uses to provide the services.

The process includes the selection of the E & I supplier and the monitoring of their performance.

Engineering And Installation Standards

BellSouth central office detailed engineering and installation standards and order form are listed on pages 16 and 17 along with some Bellcore publications.

Conformance to the standards in these documents identified in contracts is mandatory and will be used to evaluate the performance of the suppliers providing detailed engineering and installation services to BellSouth.

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OCT 03 '00 16:56 FR MCI 770 280 6963 TO 8185022485S1 P.05/24

CERTIFICATION PROCESS, Continued

Application for Certification

Suppliers must formally request certification by letter to the BellSouth Manager – Quality Assurance at the following address:

BellSouth Telecommunications – Network Planning & Provisioning
Room 22J64
675 West Peachtree Street, N.E.
Atlanta, GA 30375
(404) 529–0710

A questionnaire, pages 6 through 10, requesting information is forwarded to the E & I supplier.

The completed questionnaire must be received prior to any further action of the Certification Committee.

Certification for Collocation

BellSouth may elect to certify Original Equipment Manufacturers (OEMs) to engineer and/or install their own {herein defined as OEM Manufactured} products in BellSouth buildings exclusively for the purpose of servicing a Collocator who has selected this OEM's product(s) for use in their network.

In that instance a services contract with BellSouth will not be required, however, meeting all other requirements in the Certification Process will be necessary and subject to total compliance to Technical Reference **TR73503**, Engineering and Installation Standards–Central Office Equipment.

The suppliers will be identified as **"CERTIFIED–COLLOCATION"** on the list of suppliers provided to collocators. Any work performed in BellSouth will be subject to a minimum of three initial installation reviews performed for a Collocator to ensure BellSouth's **TR73503** is followed. BellSouth, at its sole discretion will conduct subsequent reviews to ensure continued compliance. Failure to meet these requirements will result in the OEM services supplier being removed from the list.

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OCT 03 '00 16:56 FR MCI 770 280 6963 TO 8185022485S1 P.06/24

CERTIFICATION PROCESS, Continued

Certification Process Phases

The following is an overview of phases that a supplier can expect to go through for certification.

- Business Viability Evaluation
- Preliminary Staff Evaluation
- General Services Contract
- Quality Assurance
- Field Trial
- Certification
- Change in Supplier's Status

The BellSouth Manager – Quality Assurance has overall process coordination responsibility for the ultimate evaluation recommendation.

The Certification Committee will consider all proposals for action regarding a supplier's status and either approve or reject the application.

Business Viability Evaluation

In performing a background search this phase will include a determination of ownership, judgments and other pertinent information available from public records.

Preliminary Staff Evaluation

The preliminary staff evaluation may consist of an on–site visit to the supplier's facilities in order to determine the following: (See Supplier Facility Checklist pages 11 through 15).

- floor space
- equipment
- personnel

Quality Assurance

Technical Reference TR–NWT–001373 identifies the proposed requirements for the basic elements of a quality system. Suppliers will be required to have a quality system implemented and documented within their organization.

The supplier will be required to provide a copy of their quality manual to the BellSouth Manager – Quality Assurance address listed in Application for Certification.

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OCT 03 '00 16:56 FR MCI 770 280 6963 TO 8185022485S1 P.07/24

CERTIFICATION PROCESS, Continued

General Services Contract

As a result of the evaluation of the business viability, on-site visit and quality assurance the Certification Committee may choose to request a general detailed engineering and installation services agreement between BellSouth and the supplier.

The general services and/or product agreement will include specific concerns relating to providing detailed engineering and installation services.

Field Trial

As a result of completing the four phases, the supplier may be placed on the list of field trial suppliers.

The engineering and installation field trials are categorized as follows:

- Power Eng./Alt
- Power – Batteries
- Power – Unrestricted
- Transport
- Switching/Switching Removal

The field trial reviews are conducted by the Quality Assurance Review Team. Upon completion of these reviews the Quality Assurance Manager will send copies of the results to the suppliers for verification.

This is feedback to the supplier to identify defects found on the jobs and for them to provide corrective action taken to the Quality Assurance Manager. The supplier has thirty days to reply. When the reply is received the result will become official.

Certification

If the supplier completes three out of four successful field trial jobs, the supplier may be considered certified and placed on the List of Certified Suppliers.

This, however, will not insure additional requests for engineering and installation services provided by this supplier. The successful completion of the certification process will afford the supplier visibility to all BellSouth Capacity Management organizations as a viable contender for detailed engineering and installation services.

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OCT 03 '00 16:57 FR MCI 770 280 6963 TO 8185022485S1 P.08/24

CERTIFICATION PROCESS, Continued

Change In Supplier Status

The Quality Assurance Review Team performs a minimum of four reviews annually on all certified suppliers to ensure adherence to the BellSouth Standards. The supplier must attain a CONFORMING rating on three out of four reviews. If the engineering and installation supplier fails two out of the four jobs, the certification committee will decide whether to change the supplier's status.

A supplier's status may change to field trial, suspended, probation, or removed from the list entirely.

The supplier will have an opportunity to present information and/or a corrective action to be evaluated by the Certification Committee in determining the supplier's status.

The rationale for a supplier being decertified includes, but is not limited to the following:

- Continued failure to update or correct central office drawings.
- Any severe violation of the standards TR 73503, TR 73519 or TR 73564.
- Any practice which results in a dangerous or severely hazardous situation.
- Severe damage to a central office.
- Violation or disregard of any directions provided in the Capacity Manager's order/specification.
- Supplier fails to perform successfully three out of four jobs.
- Failure to have a current services and/or products contract in effect.

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OCT 03 '00 16:57 FR MCI 770 280 6963 TO 8185022485S1 P.09/24

CERTIFICATION PROCESS, Continued

Re-certification Process

If a services supplier is de-certified by the Certification Committee, they may reapply for certification after a minimum of two years. The enclosed questionnaire (see page 8) must be submitted to the address listed on the application, along with the application fee of $10,000 to recover the costs previously incurred by BellSouth during the certification process. A letter should be included providing rationale for the re-certification request.

The request will be presented to the Certification Committee at the next scheduled meeting. The committee will review it and decide if approval of the request is warranted based on BellSouth's business needs at that time. The supplier will be notified of the committee's decision by letter immediately following the meeting. If the application is denied and the supplier is not allowed to enter into the certification process, then the application fee will be returned.

If the application is approved, the services supplier will begin the Certification Process beginning with the Business Viability phase and continue through all phases. If the services supplier fails to achieve certification, they will not be allowed to re-apply for a minimum of five years.

All costs incurred by BST during the re-certification process shall be borne by the applicant, until certification is achieved or the applicant is removed from the review process. Such costs shall include, but not be limited to, contracting activity, Quality Program Analysis, Quality Assurance Reviews, Certification Team costs, and Drawing Control costs. BST shall provide bills for these services on a monthly basis and will be summarized into the aforementioned categories. The invoice will be provided to the applicant by the fifteenth (15) working day of the following month. Payment shall be made Net 30 days from date of invoice. Payment shall be sent to:

BellSouth Telecommunications, Inc.
Manager – Quality Assurance
22J64
675 West Peachtree Street, N.E.
Atlanta, GA 30375
Telephone Number: (404) 529-0710

Continued on next page

OCT 03 '00 16:57 FR MCI 770 280 6963 TO 8185022248551 P.10/24

CERTIFICATION PROCESS, Continued

Supplier Report Card

Once a supplier is certified it is critical that we ensure their continued viability. The report card will be a mechanism used assessing engineering and installation performance and identifying trends which indicate poor or deteriorating supplier's quality process.

This information may be used to improve the supplier's quality performance or make a decision regarding a change in the supplier's status.

OCT 03 '00 16:57 FR MCI 770 280 6963 TO 8185022485S1 P.11/24

SUBMIT COMPLETED QUESTIONNAIRE TO:
BELLSOUTH TELECOMMUNICATIONS, INC.
675 WEST PEACHTREE STREET 22J64 SBC
ATLANTA, GEORGIA, 30375
ATTENTION: VENDOR CERTIFICATION MANAGER

The following questions should be answered by only those firms interested in providing Central Office Equipment Engineering and Installation Services.

(1) Attach on a separate sheet the type(s) of equipment your firm has detailed engineered and installed. The number of years your firm has done each type. The following format should be used:
Equipment Type –

Manufacturer –

Years Experience –

(2) Do you have manufacturer's documentation for the equipment you detailed engineered and/or install? ____Yes ____No. If No, explain what documentation is used by your firm. If Yes, how is this information obtained?

(3) Identify the state(s) in which your firm is interested in providing the services listed in question 1.

_____Alabama	_____Louisiana	_____ North Carolina
_____Georgia	_____Kentucky	_____ South Carolina
_____Florida	_____Mississippi	_____Tennessee

(4) Attach a brief description of at least two (2) COE engineering and installation projects your firm has completed under contract within the past three (3) years. Include the following information in each description:

- Name of telephone company (include all BellSouth Companies)
- Name of telephone company contact and his/her telephone number.
- Name or identification of project–Telephone Equipment Order (TEO)
- Location/address of project
- Type of system/equipment installed
- Date of completion

If you are unable to furnish the above, please explain.

OCT 03 '00 16:58 FR MCI 770 280 6963 TO 8185022485S1 P.12/24

(5) Attach any letter of recommendation from companies with whom your firm has completed a detailed engineering contract, or provide additional references not previously listed in statement 4 above.

(6) Can your firm provide installer marked prints for central office drawings updates in accordance with BellSouth Standard TR-73503 Installation Standards to support the installation of engineered equipment described in question 1? Yes___No___. If yes, briefly explain the process used to provide these updates. Provide an example of marked prints pertaining to question 1.

(7) If requested, can your firm furnish the material necessary to install the equipment identified in question 1? ___Yes ____No. List the type of material you can furnish.

(8) How many permanent, full-time employees are currently on your firm's payroll that support detailed engineering and/or installation services?

_____Officers _____Administrative _____Skilled Technicians

_____Engineers _____Field Engineers _____Non-skilled Personal

(9) Does your firm use subcontractors to engineer and/or install the COE identified in question 1? ___Yes ___No. If yes, explain the subcontracting process used.

NOTE 1: **BellSouth shall evaluate and approve all firms who perform services in engineering and installation; therefore, subcontractors used by you firm will be required to submit a completed questionnaire. Written permission shall be obtained from BellSouth prior to the use of subcontractors.**

(10) In which states do you hold a professional engineering license?

(11) Is your firm a public traded company? ___ Yes ___ No. If No, fill out the BellSouth Telecommunication Prospective Supplier Questionnaire.

(12) What is your firm's policy or criteria for hiring engineers, field engineers, skilled technicians and non-skilled personnel?

(13) What are your firm's training requirements for personnel who engineer and/or install the equipment identified in question 1?

(14) What is your firm's policy for assigning personnel to a COE engineering and/or installation project i.e., ratio of supervisors to skilled or non-skilled workers at a job site, training requirements, etc.?

770 280 6963 TO 18502248551 P.13/24
JUL 03 '00 16:58 FR MCI

(15) Does your firm have a set of work standards for performing the kinds of detailed engineering and/or installation identified in question 1? Yes___ No___. If yes, attach copy of your work standards or designate below.

(16) Has your firm ever failed to complete a project either on time or in its entirety? ___Yes ___No. If yes, explain.

(17) Has your firm ever been cited for DOT, EPA or OSHA violations? ___Yes ___No. If yes, explain.

(18) Does your firm have any previous or pending lawsuits? ___Yes___No. If yes explain.

(19) Does your firm provide complete detailed engineering and installation services such as:

1) auxiliary framing
2) cable racks
3) Frame and aisle lighting
4) end guards
5) guard rails
6) stenciling
7) cable protection
8) wire wrap connection
9) Equipment Inventory Update (EIU)

to meet BellSouth standards? ___Yes ___No. If yes, explain the criteria used for providing these services. Attach a detailed engineering specification used for the equipment identified in question 1.

(20) Does your firm currently have insurance equal to or greater than the insurance coverage listed below? ___Yes ___No If yes, attach a copy of your firm's Certificate of Insurance.

TYPE OF INSURANCE	LIMITS OF LIABILITY
Workman's Compensation	Statutory, as required by the state in which work is performed
Employer's Liabilities General Liability/Comprehensive	$1,000,000 each occurrence
General Liability	$1,000,000 each occurrence
Products/Completed Operation	$1,000,000 each occurrence
Contractual Insurance	$1,000,000 each occurrence
Personal Injury	$1,000,000 each occurrence
Property Damage	$1,000,000 each occurrence
Umbrella Coverage	$2,000,000 each occurrence
Comprehensive Automobile Liability	
Bodily Injury	$1,000,000 each person/ each occurrence
Property Damage	$1,000,000 each occurrence

DEC 03 '00 16:58 FR MCI 770 280 6963 TO 18502248551 P.14/24

(21) As a potential supplier or contractor for goods or services to BellSouth, please read and acknowledge (complete and sign) the attached **BELLSOUTH CORPORATION POLICY ON DEALING WITH CONTRACTORS AND VENDORS.**

(22) Does any employee of BellSouth have ownership in your firm or otherwise have a beneficial interest in the income of your firm? ___Yes ___No

If yes, list by his/her full name below.

(23) Does your firm have a business interest in any company which is owned or managed in whole, or in part, by an employee or former employee of BellSouth? ___Yes ___No

If yes, list each company by its legal name below.

(24) Failure to complete or provide incorrect information on any of the questions, may disqualify your firm from being certified.

(25) Identify the area of concern your firm is interested in providing service.

___ Engineering	____Installation
___ Power	____Power
___ Transmission	____Transmission
___ Switching	____Switching

(26) Is your firm registered with BellSouth Vendor Relation? ___Yes ___No

(27) Does your firm provide test equipment at each job site necessary to properly test the equipment being installed? ___Yes ___ No. If yes, list the types of equipment available.

(28) Does your firm develop and use a METHOD OF PROCEDURE (MOP) for Central Office Installation projects? If so, attach copies of at least one MOP approved for use within the past three years. If not, explain.

(29) Has your firm ever been responsible for a service interruption? ___ Yes ___ No. Attach a list of your service restorable methods and procedures including the tools and material available on each job for restoring service.

(30) This questionnaire is good for one year from date of receipt by the Quality Assurance Manager.

DEC 03 '00 16:58 FR MCI 770 280 6963 TO 18502248551 P.15/24

BELLSOUTH CORPORATION POLICY ON DEALING WITH CONTRACTORS AND SUPPLIER

Position Statement

BellSouth Corporation and its affiliated companies (hereinafter BellSouth) do business with thousands of contracts and suppliers. It is a fundamental policy of BellSouth that such dealings shall be conducted on a fair and nondiscriminatory basis, free from improper influences, so all participating contractors and suppliers may be considered on the basis of the quality and overall cost of their product or service.

BellSouth's policy is to seek out and obtain technically suitable products and services at the lowest overall cost. Accordingly, BellSouth will not recognize any oral agreement; any conversations with BellSouth's employees or representatives shall not be construed to imply a commitment or obligation on behalf of BellSouth. Any information disclosed or made known to BellSouth shall be deemed as public and non-proprietary. Information shall not be received in confidence, unless a prior written agreement authorizing such exchange of information has been executed by an authorized representative of BellSouth.

BellSouth is committed to doing business with contractors and suppliers in an atmosphere in keeping with the highest standards of business ethics. Therefore, it is BellSouth's policy that our employees shall not accept from customers; suppliers of property, goods, or services; or from other persons any gifts, benefits, or unusual hospitality that may in any way tend to influence or have the appearance of influencing them in the performance of their jobs.

Those employees of BellSouth authorized to make purchases or negotiate contracts are aware of this policy and your cooperation is solicited in order to forestall any embarrassing situations.

I have read and acknowledge the foregoing:

Name _____
(Signature)

Name _____
(Typed or Printed)

Title _____

Corporate
Affiliation _____

Date _____

OCT 03 '00 16:59 FR MCI 770 280 6963 TO 8185022485S1 P.16/24

ENGINEERING SUPPLIER FACILITY CHECKLIST

Company Name

Address Street & No.

City, State:

Telephone:

Length of Time in Business:

Organization Structure: Corporation__, Partnership__, Proprietor

Pricing: Quotation__, Published Price List__, Other

MANAGEMENT PERSONNEL

1. POSITION **NAME** **TITLE**

Department Head
Engineering Head
Engineering Contact

2. EMPLOYEES

Total Eng. ____, Administration

Quality Control (QC Installer Inspector, Etc.)

Other (specify)_____ Total Employees

3. PLANT DATA

Engineering Area _____ sq. ft.____

4. SUPPLIER CONTROL

a. Do you use subcontractors? ___ Yes ___ No

b. Does program exist for approval of subcontractors? ___Yes ___No

Describe:

c. Is verification of vendor certification periodically performed?___Yes ___No

1. Where

d. Is a subcontractor rating system utilized?___Yes ___No

e. Are copies furnished to: Purchasing__ Management__ Engineering__ Production__

f. Are surveys of your subcontractors facilities performed? ___Yes ___No

g. Who has responsibility for conducting reviews?

P.17/24 720 280 6963 TO 81850224855 OCT 03 '00 16:59 FR MCI

5. DESIGN, DRAWING AND CHANGE CONTROL

A. Is a suitable system maintained for drawing and change control?

Describe

B. Does system cover changes in customer documents?___ Yes ___ No

C. Does system assure that applicable drawings and specifications are available in areas where required? ___ Yes ___ No

OCT 03 '00 16:59 FR MCI 770 280 6963 TO 18502248551 P.18/24

INSTALLATION SUPPLIER FACILITY CHECKLIST

Company Name

Address Street & No.

City, State:

Telephone:

Length of Time in Business:

Organization Structure: Corporation_, Partnership_, Proprietor

Pricing: Quotation_, Published Price List_, Other

MANAGEMENT PERSONNEL

1. POSITION NAME TITLE

Department Head
Installation Head
Installation Contact

2. EMPLOYEES

Total Inst. ____, Administration

Quality Control (QC Installer Inspector, Etc.)

Other (specify)_____ Total Employees

3. PLANT DATA

Installation Area _____ sq. ft._____

4. VENDOR CONTROL

A. Do you use subcontractors? ___ Yes ___ No

B. Does program exist for approval of subcontractors? ___Yes ___No

Describe:

C. Is verification of vendor certification periodically performed?___Yes ___No

1. Where:

D. Is a subcontractor rating system utilized?___Yes ___No

E. Are copies furnished to: Purchasing_ Management_ Engineering_ Production_

F. Are survey's of your subcontractors facilities performed? ___Yes___No

G. Who has responsibility for conducting reviews?

OCT 03 '00 16:59 FR MCI 770 280 6963 TO 81850224855 P.19/24

5. DESIGN, DRAWING AND CHANGE CONTROL

A. Is a suitable system maintained for drawing and change control?____

Describe:

B. Does installer mark changes on drawings? ___ Yes ___ No. If Yes,

Describe:

GENERAL SUMMATION (BRIEF STATEMENT, WHERE APPROPRIATE)

Employees (Attitude)_____

Cooperation_____

Financial Standing_____

Training Programs_____

Production Methods_____

Quality Control_____

Process Control_____

Eng./Inst._____

Equipment (Age, Condition, Etc.)_____

Plant Housekeeping_____

General Comments_____

Signed_____

Dated_____

DEC 03 '00 17:00 FR MCI 770 280 6963 TO 8185022485S1 P.21/24

The following BellSouth publications can be ordered on Form RF–200 (Attached).

DOCUMENT	SUBJECT	PRICE
IP–73151	Supplier Writers Guide	$35.00
IP–73153	Documentation Requirements	Free
IP–73155	Mechanized Invoicing	$10.00
IP–73156	Billing Verification and Authorization Payment Process (BVAPP)	$10.00
IP–73158	Plug–in Repair and Return	$10.00
IP–73159	Packaging, Packing, and Container Marking	$10.00
IP–73165	Equipment Inventory Update	$10.00
IP–73167	Services Supplier Certification Process for Detailed Engineering and Installation	$12.00
TR–73503	Engineering and Installation Standards	$75.00
TR–73506	Change Notices	$12.00
TR–73507	Engineering Complaint Guide	$12.50
TR–73508	BellSouth General Specification for Diesel Engine Alternators	$12.00
TR–73519	Central Office Drawing Technical Design Manual	$35.00
TR–73521	Specification Drawing Standards	$10.00
TR–73529	Interconnection Drawing Standards	$10.00
TR–73564	Management of Central Office Record Drawings in the Multi–Vendor Environment	$12.00

The following Bellcore publications can be ordered by calling 1–800–521–CORE.

DOCUMENT	SUBJECT
IP–10260	Standards for Task Oriented Practices (TOP)
IP–10300	Engineering and Installation Documentation Guide
TR–EOP–000295	Isolated Ground Plans Definition and Application to Telephone Central Offices
TR–EOP–000316	Supplier/BOC Information Requirements for Serving Defective Units Through the NPIAC
TR–ISD–000325	Equipment Information Required from Suppliers for Operations Systems
TR–TAP–000383	Generic Requirements for Common Language Bar Code Labels
TR–TAP–000485	CLEI Code Assignment and Equipment Marking Requirements
TR–TSY–000063	NEBS Generic Equipment Requirement
TR–TSY–000064	Local Switching System Generic Requirement (LSSGR)
TR–TSY–000454	Supplier Documentation for Network Elements
TR–NWT–000785	System Equipment Engineering Associated Services Quality Program Analysis
TR–NWT–000893	Telecommunications–Installation Services Quality Program Analysis

BELLSOUTH TELECOMMUNICATIONS

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