

DOCKET NO. 960847-TP

AT&T v. GTE ARBITRATION

In The Matter Of The  
Interconnection Agreement  
Negotiations Between AT&T  
And GTE Pursuant to  
47 U.S.C. § 252

AT&T'S DOCUMENTS  
SUBMITTED UNDER THE  
TELECOMMUNICATIONS  
ACT OF 1996

VOLUME III

TABS 67 - 97

AUGUST 16, 1996

DOCUMENT NUMBER-DATE

08683 AUG 16 96

FPSC-RECORDS/REPORTING

**BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION**

Petition by AT&T Communications )  
of the Southern States, Inc. )  
for Arbitration of Certain Terms and )  
conditions of a proposed agreement )  
with GTE Florida, Inc. concerning )  
Interconnection and Resale under )  
the Telecommunications Act of 1996 )  

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DOCKET NO. 960847-TP

PETITION BY AT&T FOR  
ARBITRATION UNDER THE  
TELECOMMUNICATIONS ACT  
OF 1996

**INDEX TO AT&T'S DOCUMENTS SUBMITTED  
PURSUANT TO THE TELECOMMUNICATIONS ACT OF 1996\***

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\* Documents indexed at Tabs 104 through 116 are not included herein because they have been designated by GTE as containing information that is proprietary and confidential to GTE.

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V	117	undated	Cost Study	none
	118	undated	Memo re: Quality Measures and Approaches	none
	118	8/15/96	Letter from R. Harrison to D. McLeod	none



**facsimile**  
TRANSMITTAL



GTE Telephone  
Operations Headquarters  
Local Competition/Interconnection Program Office  
Fax #: 214-718-1279

P.O. Box 152092  
Irving, TX 75015

date: 6/17/96

to: Lisa Tyler & Rasul Damji

fax #: 510-224-4118      908-771-2851

re: \_\_\_\_\_

pages: 2, including this cover sheet.

from: John Honabarger

phone#: 214-718-3407

REMARKS: Per GTE Position #021 (TSR)  
See Package E-mailed Today

**Confidentiality Notice:**

THIS MESSAGE IS INTENDED ONLY FOR THE USE OF THE INDIVIDUAL OR ENTITY TO WHICH IT IS ADDRESSED AND MAY CONTAIN INFORMATION THAT IS PRIVILEGED, CONFIDENTIAL AND EXEMPT FROM DISCLOSURE UNDER APPLICABLE LAW. IF THE READER OF THIS MESSAGE IS NOT THE INTENDED RECIPIENT, YOU ARE HEREBY NOTIFIED THAT ANY DISSEMINATION OR DISTRIBUTION OF THIS COMMUNICATION OTHER THAN THE INTENDED RECIPIENT IS STRICTLY PROHIBITED. IF YOU HAVE RECEIVED THIS TELECOPY IN ERROR, PLEASE IMMEDIATELY NOTIFY US BY COLLECT TELEPHONE AT (214) 718-1300, AND RETURN THE ORIGINAL MESSAGE TO US AT THE ABOVE ADDRESS VIA THE U.S. POSTAL SERVICE. THANK YOU.

IF YOU HAVE PROBLEMS OR QUESTIONS WITH REGARD TO THIS FACSIMILES,  
PLEASE CALL 214718-1300. THANK YOU.

<b>GTE/CONTEL</b>			
<b>INTRALATA EQUAL ACCESS IMPLEMENTATION</b>			
<b>PROPOSED</b>			
<b>STATE</b>	<b>FILE DATE</b>	<b>OFFICE START</b>	<b>CONVERSION COMPLETE</b>
AK *			
AL	05/24/96	09/10/96	03/04/97
AR			
AZ *	TARIFF APPROVED		COMPL - 4/20/96
CA -GTEC	05/24/96	09/10/96	03/04/97
CA - NW	05/31/96	09/10/96	09/10/96
C OF CA			
FL *	TARIFF APPROVED	06/30/96	02/04/97
HI *	05/10/96	07/10/96	07/10/96
ID	05/22/96	09/10/96	11/05/96
IL *	TARIFF TO BE FILED	11/01/96	11/01/96
IN	05/17/96	09/10/96	03/04/97
IA	05/20/96	09/10/96	03/04/97
KY *	SCHED : 5/3/96: TARIFF : TBD	09/10/96	03/04/97
MI *	TARIFF APPROVED	01/01/96	06/30/96
MN *	TARIFF APPROVED		COMPL - 2/15/96
MO	05/13/96	09/10/96	02/04/97
NE			
NV			
NM			
NC	05/10/96	09/10/96	02/04/97
OH	05/10/96	09/10/96	03/04/97
OK			
OR	05/28/96	09/10/96	02/04/97
PA	05/22/96	09/10/96	03/04/97
SC *	TARIFF FILED 05/10/96	09/10/96	03/04/97
TX			
VA	05/20/96	09/10/96	03/04/97
WA	05/31/96	09/10/96	02/04/97
WI	PENDING ORDER	09/10/96	03/04/97

\* Reflects states with a commission order.

Note: Dates are subject to change pending state commission review and approval.



R. Reed Harrison III  
Vice President  
Local Infrastructure & Access Management  
Regional Operations

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June 17, 1996

Mr. Donald W. McLeod  
Vice President  
Regulatory and Government Affairs - East  
Local Competition/Interconnection Program Office  
GTE Telephone Operations  
HQE01E63  
P.O. Box 152092  
Irving, Texas 75015-2092

Dear Mr. McLeod,

AT&T requests the commencement of negotiations under Section 252 of the Telecommunications Act of 1996 for the states of Arkansas and South Carolina. This request includes all interconnection issues enumerated in Sections 251 and 252, including prices and terms for network elements used for the origination and completion of interexchange services traffic. My expectation is that our companies can come to a mutually acceptable arrangement through negotiations as envisioned by the Act.

In accordance with the Telecommunications Act, the formal date for commencement of the negotiations for Arkansas and South Carolina would be the day after receipt of this letter. Consistent with the ongoing national negotiations for the twenty-two states already notified, we propose that the negotiations be held on a combined basis and at a corporate level and that they include CONTEL.

We realize there are a significant number of issues to resolve. We are confident that with a concerted and cooperative spirit, we can resolve these issues in a mutually agreeable manner.

Sincerely,

Copy to: GTE  
M. L. Billings  
F. W. Compton  
J. C. Peterson  
C. E. Nicholas  
M. C. Seaman

AT&T  
J. J. Beasley  
W. J. Carroll  
R. H. Shurter ✓  
P. F. Walsh  
R. J. Wren

AGBH 000442

JUN 18 1996

**Shurter, Ronald**

From: Harrison, Reed  
Sent: Tuesday, June 18, 1996 6:58 AM  
To: Shurter, Ronald; atmail@gamgwipwalsh  
Cc: Gannon, Lois; Sullivan, Ann

4/19 COPY to: Batte, RASUL, Lundy, LISA STRIK,

Prepared at Request of Counsel

Memorandum for Record:

Don McLeod called me on Thursday 6/13/96, mid-afternoon, from an airport.

The call was triggered by his letter to me of 6/5/96 requesting that AT&T agree with GTE's request that all GTE/AT&T FTA negotiations agreements be contingent upon price agreement between GTE & AT&T, and my letter to him of 6/10/96 stating that AT&T would not agree to this.

Don said that we needed to work the price issue because so much of the FTA negotiations depended on price. He said that TSLIRC would "put GTE out of business" and, as he has said all along, he can not and will not agree to anything that is bad for GTE's business.

I said that AT&T was awaiting GTE's TSR price proposals promised for 6/14-15/96 from GTE and then later GTE's UNE price proposal and that AT&T would respond to each of these with a counter-proposal.

I said further that he should think about a business proposal from GTE to AT&T that addressed TSR, UNE and access prices. Don said that GTE's position was that access was not part of FTA. I said that I understood that this was GTE's position, that this was not AT&T's position, and that he should still consider access in business proposals that GTE makes to AT&T.

We concluded the conversation with an agreement to keep the communications path open on price.

Reed Harrison 6/18/96

ABS: df.

Detailed Log of Dealings with LEC  
Meeting/Communications Log

Issues Cover Sheet

Date and Time of Contact

Wednesday, June 19, 1996  
3:00pm - 4:00pm

Nature of Contact

Conference Call

Participants

AT&T

Brenda Kahn  
Lisa Tyler  
Diane Toomey  
Pat McFarland  
Dave Hill  
Linda Harrington

GTE

Frank Corradi  
Michelle Moody  
John Peterson  
John Honinberger

AGPL 4517

AT&T Proprietary (Restricted)

Brenda introduced AT&T's Cost Team to GTE, then explained what she hoped would be accomplished during the call.

1. AT&T wants additional information from GTE in order to analyze the pricing proposal. AT&T needs this additional information to develop a side-by-side comparison of GTE's discounts and AT&T retail avoided costs. Example: how the study cost team developed and ran their study.

2. Questions on Avoided Cost Study regarding discounts.

3. Issue of data requests regarding filing of Contel data with FCC. We wanted our expert, Dave Hill, to ask detailed questions we need answered in order to run our models.

**GTE response:** GTE had not anticipated questions on Contel data so they do not have anyone on the call who can respond to this. They anticipated questions on pricing proposals only.

AT&T conference call participant explained that we have made this request on several occasions. She also said that Mead has reviewed GTE's filing and although GTE says the information is there, we cannot locate it in the documents.

GTE has agreed to call David Hill and provide the information requested. GTE did not have anyone on hand to provide the information today.

Brenda continues the discussion explaining that AT&T wishes to analyze the pricing proposal presented on Friday 6/14/96. We hope to receive information from GTE to understand the level of discounts being offered at the service category levels. For example, there are two broad categories, (1) local service rate elements and (2) toll service rate elements. AT&T's goal is to create a side-by-side comparison of AT&T's desired discount(local and toll) in each state and each Cosa against GTE's discount.

ARMIS data was relied upon in AT&T and GTE models. GTE designat of revenues (local, toll). We need GTE to identify rate elements to these categories on ARMIS Reports 4303/4304. We need GTE to explain how this relates to Part 32 account or ARMIS 4304 separator line. GTE says 4303 is a match to Part 32 accounts.

Brenda says that once rate elements are mapped to do the comparison, we feel GTE would have to weight the rate elements (weighting the discounts). The output we need from GTE is one discount for local, and one discount for toll for each state, and the average retail rate avoided costs in order to do the comparison. AT&T needs help to do the comparison.

**GTE:** John wants to know what they will have when done, an offer from AT&T? What will GTE have?

**AT&T:** GTE presents proposal in a different way. There is a different perspective in each state as to what the offer is. There is a difference in output. We don't have the information needed for a comparison. We can't make an informed decision.

Regarding revenues and customer penetration rates. We want the discount weighted by the above. The average reflects buying patterns.

**Michelle - GTE:** There are five service categories which apply to all tariffed elements or all areas related to resale. They are:

1. residents
2. vertical
3. business
4. advanced
5. usage

**Brenda:** We don't understand the gaps between how GTE discounts tie to AT&T discounts. We can't compare. Detail identifies services available for resale. We can't determine price. Some Rate elements are at zero discount. In all states is there no discount for residential flat rate?

**GTE:** GTE concurs this is correct. We won't resell at a discount below cost services. A decision was made to make the offer and include residential service, but not as a discount.

**Brenda:** This is one of the problems we have. There is a variation by state as to whether the discounts are offered or not.

**GTE:** That shouldn't be the case. Regarding residential flat rate, the rules are the same across all states and

entities. There may be some errors and we have attempted to correct.

**AT&T:** We can't respond to proposal because of the difference in outputs our models present.

**GTE:** Wouldn't it be better to use the financial impact of the GTE offer.

**AT&T:** For us to compare models and what resale rates should be we need to do a like-for-like evaluation to determine how far apart we are.

**GTE:** There is a range of percentage discounts in California and Hawaii data. Over 33%? We know how far apart we are now.

**Brenda:** We can't tell on your information if discounts offered in California are at least as great as the authorized amount of the California PUC.

**GTE:** Sometimes we are more or less than interim discount authorized by California PUC. There will be a decision in September or October on interim proposal. Total discount should be approved.

**Brenda:** How far is the gap between proposed overall discount in California and interim authorization?

**GTE:** Interim authorization 7% on R1. Currently not offering discount on R1, because R1 rate is higher than average R1 rate, equal to approximately 5%. 12% for business is the highest approval on interim basis.

**AT&T:** AT&T would like to have data weighted so we can respond to GTE proposal. AT&T would like a discussion of local and toll on the state level. That is what we would be looking for.

**GTE:** Why can't AT&T take the GTE total study and compare?

**AT&T:** We do not get weighted average from GTE's study. GTE TELLUPS study does not let us do that.

**GTE:** We have given information. We can't tell you what kind of customer you will capture.



**AT&T:** We do not want to know what cost we can capture. We want to obtain information on weighted information so we can respond. We need to tweak proposal so we can respond. We want to identify our forecasts and utilize GTE data against that forecast.

The additional five categories you should be able to weight based on information in the study. We want GTE to do this as it is GTE's proposal. We need this so we can make an informed decision so we don't misinterpret your data.

**GTE:** Let us caucus for a few minutes.

**AT&T:** OK

**GTE:** In our cost studies we break down revenues into categories. Attachments to our cost study are there for your use in evaluating our proposal on total TELLUPS basis.

**Brenda:** Is discount the same in all states? For example: there are discounts in some states and not others.

**GTE:** The same rule applies in each state, if there is a discrepancy then that is a mistake. Percentage is the same in all states, Service people apply rules and error could occur. Discount should be the same across all states. If there is a difference in feature, this is an error.

**AT&T:** Is GTE question, can we look by feature what revenue is? Brenda, do we have study?

**GTE:** Total revenue numbers by category. Total TELLUPS should analyze our proposal.

**AT&T:** Look at your study and come up with six numbers in each.

**GTE:** We will not do this. AT&T has to compare list of all services whole/discount comparing avoided costs. What specifics will AT&T be looking for.

**AT&T:** We need to do an assessment.

**GTE:** GTE will discuss at executive meeting tomorrow. GTE will provide ARMIS related data to David Hill.

**AT&T:** We need a complete set of ARMIS data so we can evaluate Contel data.

**GTE:** If ARMIS 1995 data, avoided data 1995, ARMIS data would provide state breakout of all data.

**Brenda:** Do we have all states? Alabama, Kentucky, Mississippi?

**GTE:** Yes. Mississippi not part of original request for interconnection. Limited to 20 states only.

**Brenda:** Regarding revenue numbers from study. Can we share revenue information to analysts on our National Cost Team.

**GTE:** Defer until after tomorrow's executive session.

**Brenda:** Mischaracterization of numbers possible by AT&T. GTE could do analysis better than us. AT&T would prefer state level weighted on analysis rather than national level analysis. GTE could do national level analysis.

**Brenda:** Non-recurring charges - information in GTE proposal?

**GTE:** Non-recurring charges: labor related type changes offered for resale but no discount. Service order costs done in separate study because regulation different.

**Brenda:** Regarding service order costs.

**GTE:** Separate study consistently applied across states.

**GTE:** NDM Platform - consider in putting together that proposal.

We will continue price discussions next meeting, possibly Monday, June 24, 1996. Agenda needs to be established so the right people can be on call.

Date: Thu Jun 20 17:31:11 -0500 1996  
From: internet!telops.gte.com!john.peterson (John Peterson)  
Subject: Resource Request - TSR Operations  
To: !rasul  
Cc: internet!telops.gte.com!Dan=Bennett%CARMKT.CMS.MW%TXIRV (dan bennett)  
internet!telops.gte.com!mike.billings (Mike Billings)  
Content-Length: 629

Rasul,

At the Executive Negotiation session today (June 20, 1996) AT&T requested that GTE clarify our stated need for AT&T resources to work on the NDM workplan. Specifically our SME's have asked Bill Rose and Mike Salazar to identify systems personnel to do the coding for AT&T for the NDM interface and also personnel to conduct operational readiness testing. Systems needs include the format and protocol for the NDM interface. These individuals would be engaged in schedule testing, and general requirements discussions as well. If you need additional clarification please notify

John Peterson

- Process for 3 feeds. - 3 meg tape.  
- Groupings | Polian \*

3395, 2215, 2220, 2235, 2240, 2245  
2250, 2255, 3180, 3300, 3370, 3380,  
3430, 3435, 3440, 2280, 3375

- EI (
- NDM (3 feed) (treating each of 3 feeds separately ∴ slowing EI discussions)
- MAX - is Bellcore acceptable

\* FOC should be tied to LSR process.  
(NDM is one way. PIRE US → GTE  
∴ GTE would e-mail or fax. yesterday GTE changed position. We need to find out timeframes for)

6-24-96

COPY TO: Lisa Tyler

Mirna Becker

Sandra Nasser

Kathy Johnson

Sheila Brambilla



Ronald H. Shurter  
Southern States and National  
Local Infrastructure & Access Management  
Vice President

Room 4EC101  
One Oak Way  
Berkeley Heights, NJ 07922  
908 771-3500  
FAX 908 771-2851  
AT&T MAIL atmail@msurter

**TRANSMITTED VIA FAX - SENT VIA FED EX**

June 21, 1996

Mr. Meade Seaman  
Director - Local Interconnection Program Office  
GTE Telephone Operations  
600 Hidden Ridge  
Irving, TX 75015

Dear Meade:

Thank you for your long-awaited transmittal of last weekend. While we were expecting a different format than the hard copy which accompanied your June 14 cover letter, we have nevertheless made every effort to copy and distribute that material for expedited internal analysis, review and comment. Moreover, while AT&T is anxious to conclude its review promptly and to offer to you as quickly as possible a complete response and counter proposal, the timing, format and content of your June 14 transmittal permit only this preliminary response today.

Certainly, that June 14 transmittal is not sufficiently clear or complete to support any "take it or leave it" decision by AT&T, either by close of business today or otherwise. To the extent, therefore, that your June 14 letter recites that your accompanying "offer" is withdrawn at the close of business today, I encourage you to withdraw that offer, then to clarify and supplement it, with additional offer information presented in a more usable format.

I encourage you as well, for our critical forthcoming pricing negotiations, to delete further references to the rural exemption provision of the 1996 Act as a significant decision factor in AT&T's determination as to the reasonableness of GTE's price or discount proposals. First we have been awaiting for over a month the listing of states for which you claim the exemption, a listing you were to provide for us on May 17. Second, as we made clear to you at our May 15 meeting in Irving, we will move to terminate that exemptions in any state where you elect to raise it. So, by all means, you may reserve your rights and we ours in regard to the rural exemption. But that topic will not facilitate our achievement of a negotiated agreement on price.

AGPL 003961

Mr. M. Seaman  
June 21, 1996  
Page 2

What will facilitate our achievement of that agreement are the following actions by GTE -- on which AT&T is ready and willing to cooperate.

- (1) GTE must distinguish between the rate elements associated with local and the rate elements associated with toll services;
- (2) GTE must weight each of the local service category's rate elements as a percentage of the 1995 local revenue as reported in ARMIS 4303-4 reports, and aggregate at the state level the weighted rate elements up to the local service category level.
- (3) GTE must weight each of the toll service category's rate elements as a percentage of the 1996 toll revenues as reported in ARMIS 4303-4 reports, and aggregate at the state level the weighted rate elements up to the toll service category level.

Ms. Kahn and Harrington of AT&T have reviewed all these issues with your colleagues, John Peterson and Michelle Mooney, and there is no lack of clarity or understanding about what we need. I urge you to act favorably and move quickly on these requests, to provide for each state (including Alabama, Kentucky, South Carolina, and all states we have identified to GTE) the six indicated numbers, three local and three toll, namely, (i) GTE retail rate (local), (ii) GTE retail rate (toll), (iii) GTE avoided cost (local), (iv) GTE avoided cost (toll), (v) GTE resale rate (local), (vi) GTE resale rate (toll). All rate and avoided cost numbers should be state averages weighted by revenues and customer take rates at a service specific level.

AT&T needs this information to make an "apples to apples" comparison of GTE's proposal and AT&T's expectations as defined by its avoided cost model. It also provides to AT&T an indication of average rates and avoided cost for local and toll in individual states. Without the requested information and output from GTE, we would be required to apply national weighting factors that are almost certainly inappropriate for individual states.

The foregoing are the principal areas for corrective action by GTE, all as covered in detail with GTE representatives, as noted above.

I am personally available to you, with Rasul Damji, Ms. Kahn and Harrington, and additional AT&T resources, to work with you on all of the foregoing matters, and on other obvious issues raised by your June 14 transmittal (e.g., discount availability and levels, cost bases for pricing). They are all essential to our further negotiation of the

AGPL 00396

Mr. M. Seaman  
June 21, 1996  
Page 3

GTE price proposal. Thank you for the work you have done and for your continuing and close cooperation.

Sincerely,

*R. H. Shurter*

R. H. Shurter  
Southern States and National  
Local Infrastructure and Access Management  
Vice President

Copy to:

GTE  
D. W. McLeod  
J. Peterson

AT&T  
R. R. Harrison III

AGPL 003963

**facsimile**  
TRANSMITTAL

**GTE** GTE Telephone  
Operations Headquarters  
Local Competition/Interconnection Program Office  
Fax #: 214-718-1279

P.O. Box 152092  
Irving, TX 75015

date: 6/21/96

to: REED HARRISON MR. WASH

fax #: 908-771-2219 MS. BEASLEY

re: MR. SHURTER

pages: 6, including this cover sheet. IT'S ARRIVED.

from: DON McLEOD Reed 6/21/96

phone#: 214-718-6330

REMARKS:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Confidentiality Notice:**  
THIS MESSAGE IS INTENDED ONLY FOR THE USE OF THE INDIVIDUAL OR ENTITY TO WHICH IT IS ADDRESSED AND MAY CONTAIN INFORMATION THAT IS PRIVILEGED, CONFIDENTIAL AND EXEMPT FROM DISCLOSURE UNDER APPLICABLE LAW. IF THE READER OF THIS MESSAGE IS NOT THE INTENDED RECIPIENT, YOU ARE HEREBY NOTIFIED THAT ANY DISSEMINATION OR DISTRIBUTION OF THIS COMMUNICATION OTHER THAN THE INTENDED RECIPIENT IS STRICTLY PROHIBITED. IF YOU HAVE RECEIVED THIS TELECOPY IN ERROR, PLEASE IMMEDIATELY NOTIFY US BY COLLECT TELEPHONE AT (214) 718-1300, AND RETURN THE ORIGINAL MESSAGE TO US AT THE ABOVE ADDRESS VIA THE U.S. POSTAL SERVICE. THANK YOU.

IF YOU HAVE PROBLEMS OR QUESTIONS WITH REGARD TO THIS FACSIMILES,  
PLEASE CALL 214718-1300. THANK YOU.

AGBH 000408



June 21, 1996

HQE01E83  
800 Hidden Ridge  
P.O. Box 152092  
Irving, TX 76016-2092  
214/718-6330  
FAX: 214/718-1279

Mr. R. Reed Harrison III  
Vice President  
AT&T  
Local Infrastructure & Access Management  
Room 4ED103  
One Oak Way  
Berkeley Heights, N. J. 07922

Dear Mr. Harrison:

This letter is to advise you that the GTOC service areas listed in the attachment come under the rural exemption as provided by Section 251 (f)(1) of the Telecommunications Act of 1996 (the Act), with respect to certain interconnection resale and unbundling obligations. Although these service areas are rural, we will continue to negotiate in good faith for interconnection, unbundled network elements, and resale.

Section 3(a)(47) of the Act provides a rural exemption for a "local exchange carrier operating entity" that meets any of the following conditions:

- (A) Provides service to any study area that does not include an unincorporated area of 10,000 residents or more, or does not include any territory defined as urban by the Census Bureau.
- (B) Provides service to fewer than 50,000 access lines.
- (C) Provides service to a study area with fewer than 100,000 access lines.
- (D) Has less than 15% of the access lines in communities of more than 50,000 residents as of February 8, 1996.

GTE service areas qualify for the rural exemption either under condition (C) or (D) as indicated on the attachment.

AGBH 000409



Mr. R. Reed Harrison III  
June 21, 1986  
Page 2

As you may know, Congress was correctly concerned about maintaining high quality communication services in rural areas; accordingly, they did not impose certain interconnection, resale, and unbundling obligations on telephone companies serving these areas, unless the state commission determines such activity is appropriate. Therefore, in some instances, it may be necessary for the state commission to determine to what extent a competitive local exchange carrier's request for services under the Act is unduly economically burdensome, is technically feasible, or may interfere with the maintenance of universal service.

GTE will actively participate in any Commission proceedings to determine whether such requests meet the requirements of the Act.

Sincerely,



*for* Donald W. McLeod  
Vice President-Local Competition/  
Interconnection Program Office

DWM:pr  
Attachment

c: C. E. Nicholas - GTE  
M. C. Seaman - GTE  
J. C. Peterson - GTE  
R. H. Shurter - AT&T

AGBH 000410

**GTE Telephone Operations  
Areas Qualifying for the Rural Exemption  
(Data as of January 31, 1996)**

State	State or Study Area	Access Lines	Sec. 3(a)(47) Condition Met	Rural Exemption
Alabama	Total State	249,066	---	No
	Contel South - Alabama	104,364		
	GTE South - Alabama	144,702		
Alaska	Total State	17,000	(C), (D)	Yes
Arizona	Total State	7,506	(C), (D)	Yes
Arkansas	Total State	191,466	(D)	Yes
	Contel Arkansas	92,897		
	Contel KS dba AR	19,907		
	GTE SW - Arkansas	78,662		
California	West Coast Tel.	12,752	(C)	Yes
	Contel California	336,618	---	No
	GTE California	3,682,791	---	No
Florida	GTE South - Florida	1,999,159	---	No
Hawaii	Hawaiian Telephone Co.	671,283	---	No
Idaho	Total State	114,478	(D)	Yes
Illinois	Total State	823,462	(D)	Yes
	Contel Illinois	175,966		
	GTE North - Illinois	607,736		
	GTE South - Illinois	39,760		
Indiana	Contel South - Indiana	9,447	(C)	Yes
	Contel Indiana	165,237	---	No
	GTE North - Indiana	671,170	---	No

State	State or Study Area	Access Lines	Sec. 3(a)(47) Condition Met	Rural Exemption
Iowa	Total State	259,658	(D)	Yes
	Contel of Iowa	95,742		
	Contel of KS dba Iowa	51,275		
	GTE North - Iowa	112,641		
Kentucky	Contel of Kentucky	85,447	(C)	Yes
	GTE South - Kentucky	395,504	---	No
Michigan	Total State	677,474	(D)	Yes
	Contel of South - Michigan	47,158		
	GTE North - Michigan	630,316		
Minnesota	Total State	115,486	(D)	Yes
	Contel of Minnesota	111,706		
	GTE North - Minnesota	3,780		
Missouri	Contel Systems Missouri	43,537	(C)	Yes
	KS State dba Missouri	7,151	(C)	Yes
	GTE North - Missouri	116,758	---	No
	Contel of Missouri	225,895	---	No
Nebraska	Total State	52,900	(C), (D)	Yes
New Mexico	Total State	80,093	(D)	Yes
	Contel New Mexico	37,880		
	GTE SW - New Mexico	42,213		
Nevada	Total State	29,328	(C), (D)	Yes
N. Carolina	Total State	291,853	---	No
	Contel of North Carolina	112,467		
	GTE South - N. Carolina	179,386		
Ohio	Total State	774,745	(D)	Yes
Oklahoma	GTE SW - Oklahoma	101,051	---	No
Oregon	GTE NW - Oregon	405,388	---	No
Pennsylvania	Contel of PA	60,415	(C)	Yes
	Quaker State	38,561	(C)	Yes
	GTE North - PA	489,729	---	No
S. Carolina	Contel of S. Carolina	19,889	(C)	Yes
	GTE South - S.C.	160,954	---	No

State	State or Study Area	Access Lines	Sec. 3(a)(47) Condition Met	Rural Exemption
Texas	Total State	1,651,192	—	No
	Contel of Texas	200,781		
	GTE SW - Texas	1,450,411		
Virginia	GTE South - Virginia	33,009	(C)	Yes
	Contel of Virginia	461,355	—	No
Washington	Contel NW - Washington	65,197	(C)	Yes
	GTE NW - Washington	669,916	—	No
Wisconsin	Total State	440,994	(D)	Yes
Saipan	Total Micronesia	15,000	(C), (D)	Yes
<b>TOTAL ACCESS LINES: 16,719,814</b>		<b>TOTAL QUALIFYING LINES: 3,974,995 (23.8%)</b>		

Section 3(a)(47) of the Act defines a "rural telephone company" as a local exchange company that meets any of the following conditions:

- A) Provides service to any study area that does not include an unincorporated area of 10,000 residents or more, or does not include any territory defined as urban by the Census Bureau.
- B) Provides service to fewer than 50,000 access lines.
- C) Provides service to a study area with fewer than 100,000 access lines.
- D) Has less than 15% of the access lines in communities of more than 50,000 as of February 8, 1996.



A. Rasul Damji

One Oak Way  
Room 2EA148  
Berkeley Heights, NJ 07922  
908-771-4068

June 25, 1996

Mr. John Peterson  
GTE Telephone Operations  
Room E01G82  
600 Hidden Ridge  
Irving, Texas 75015

John,

In the June 21st AT&T/GTE Executive Team meeting, GTE (Mike Billings) raised a concern about the availability of AT&T Subject Matter Experts to meet with GTE to discuss programming requirements supporting the Network Data Mover order transport vehicle. AT&T's Core Team agreed to review the concern with its Total Service Resale (TSR) Negotiations Team and advise the Executive Team of the outcome.

AT&T's Core Team has met with its TSR Negotiations Team and learned the following:

- Programming requirements cannot be developed until process flows are complete for all facets of the Network Data Mover transport link, which includes GTE's requirement for AT&T to send three feeds to GTE; one for the Local Service Request (LSR), one for Directory Assistance and one for Directory Listings.
- The AT&T/GTE TSR team completed the process flow for the Local Service Request (LSR), but still have not completed flows on the Directory Assistance and Directory Listings feeds.
- Once those are complete, AT&T programming SMEs will be assigned based on the breadth/scope of work outlined in the process flows.

AT&T is committed to providing whatever resources are appropriate to implement the service order platform using the Network Data Mover transport vehicle. If you have additional questions or concerns on this issue, please don't hesitate to give me a call on (908) 771-4068.

Sincerely,

*Lisa Tyler Stanley*  
for

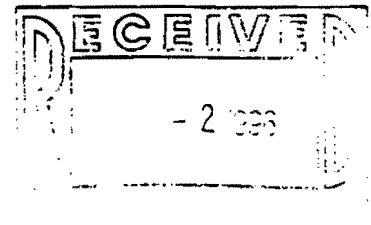
A. Rasul Damji  
District Manager  
National Local Infrastructure  
and Access Management

Copy to:

GTE  
J. Honabarger  
M. Seaman

AT&T  
L. Tyler-Stanley  
F. Finnegan

AGBR 000366





131 Morristown Rd.  
Basking Ridge, NJ 07920  
908 204-8200 Main  
FAX: 908 204-8740 Main

TRANSMITTED VIA FAX - SENT VIA FED EXPRESS

June 25, 1996

Mr. Meade Seaman  
Director - Local Interconnection Program Office  
GTE Telephone Operations  
600 Hidden Ridge  
Irving, TX 75015

Dear Meade,

On our June 6<sup>th</sup> Conference call, AT&T described our approach in developing estimates of the TSLRIC price ceiling for unbundled network elements and interconnection services.

AT&T uses The Hatfield model and public information made available from the FCC and industry publications as its basic input data to estimate per line and per month cost summaries for each Basic Network Function (BNF).

In order to be able to make a meaningful analysis / comparison of the GTE's unbundled rate elements proposal we are requesting data consistent with the Hatfield model output report.

As we agreed to share studies, attached are three state runs performed for GTE in Florida, Texas, and California using the Hatfield model. To insure clarity, all the requested data have been underlined in the attached report and outlined below.

Unit cost per month within each density zone for the following network elements, as defined in AT&T's May 16<sup>th</sup> comments regarding the Interconnection NPRM.

- Loop Elements ( page 19 )
  - Distribution, Concentration, Feeder
- End Office Switching ( pages 20 - 21 )
  - Port, Usage
- Signaling ( page 23 )
  - Links, STP, SCP
- Transport ( page 22 )
  - Dedicated, Common, Tandem
- Operator Systems ( page 26 )

We are still looking forward to receiving your unbundled network element cost studies, as they were due June 18<sup>th</sup>., as well as your unbundled network elements pricing proposal due June 25<sup>th</sup>.

AGBR 000906

Do not hesitate to call me at (908) 953-4604 with any questions or concerns.



Brenda Kahn  
District Manager,  
Local Infrastructure & Access Management

Unit Cost by Network Element

California

GTE

A. Loop elements

	0 - 5 Mh/m2	5 - 200 Mh/m2	200 - 660 Mh/m2	660 - 860 Mh/m2	860 - 2550 Mh/m2	> 2550 Mh/m2	Totals
<b>Loop Distribution</b>							
Annual Cost	\$ 6,260,428	\$ 20,778,268	\$ 21,034,488	\$ 8,166,382	\$ 81,004,888	\$ 84,462,268	\$ 232,716,883
Units	14,815	175,228	280,844	148,480	1,387,014	1,818,107	3,830,289
Unit Cost/month	\$ 35.81	\$ 8.88	\$ 8.24	\$ 5.21	\$ 4.83	\$ 4.33	\$ 6.08
<b>Loop Concentration</b>							
Annual Cost	\$ 1,621,233	\$ 8,403,078	\$ 11,072,241	\$ 4,464,331	\$ 23,180,188	\$ 18,845,243	\$ 66,586,282
Units	14,815	175,228	280,844	148,480	1,387,014	1,818,107	3,830,289
Unit Cost/month	\$ 8.87	\$ 4.00	\$ 3.28	\$ 2.54	\$ 1.38	\$ 0.78	\$ 1.43
<b>Loop Feeder</b>							
Annual Cost	\$ 464,724	\$ 833,480	\$ 848,512	\$ 577,034	\$ 11,872,578	\$ 18,081,885	\$ 32,478,023
Units	14,815	175,228	280,844	148,480	1,387,014	1,818,107	3,830,289
Unit Cost/month	\$ 2.58	\$ 0.40	\$ 0.26	\$ 0.33	\$ 0.70	\$ 0.83	\$ 0.71
<b>Total Loop</b>							
Annual Cost	\$ 8,256,388	\$ 30,014,827	\$ 32,953,221	\$ 14,208,758	\$ 115,887,811	\$ 128,488,188	\$ 330,787,888
Units	14,815	175,228	280,844	148,480	1,387,014	1,818,107	3,830,289
Unit Cost/month	\$ 47.08	\$ 14.27	\$ 8.78	\$ 8.08	\$ 8.81	\$ 5.84	\$ 7.20
<b>Total lines</b>	14,815	175,228	280,844	148,480	1,387,014	1,818,107	3,830,289
<b>Total lines served by DLC</b>	14,811	188,781	223,843	80,726	448,424	313,881	1,258,178

	Annual Cost	Units	Unit Cost
<b>nd office switching</b>	\$ 185,867,581		
1. Port	\$ 48,780,288	3,883,848 switched lines	\$ 1.13 per line/month
2. Usage	\$ 118,177,282	51,581,040,818 minutes	\$ 0.0023 per minute
<b>ignaling network elements</b>	\$ 10,133,283		
links	\$ 88,710	link	\$ 20.77 per link per month
STP	\$ 7,262,781	39,805,028,850 TCAP + ISUP messages	\$ 0.00018 per message
SCP	\$ 2,783,782	2,752,145,000 TCAP messages	\$ 0.00101 per message
<b>ransport network elements</b>			
1. Dedicated	\$ 58,878,308	388,438 trunks	\$ 12.45 per DS-0 equivalent/month
Switched	\$ 34,825,730	233,085	
Special	\$ 24,052,578	188,343	
2. Common	\$ 1,867,188	4,802,187,825 minutes	\$ 0.00220 per minute per leg (orig or term)
3. Tandem switch	\$ 1,807,885	4,048,880,738 minutes	\$ 0.0005 per minute
<b>perator systems</b>	\$ 858,040	n/a	
<b>total</b>	\$ 538,385,221		10,044 trk-min/mo
<b>total wholesale cost per switched line</b>	\$ 12.10		
<b>DC Access Unit Cost per minute</b>	\$ 0.00374		

AGBR 000908



Intrastate Toll DEBts	13,183,689,000
Interstate Toll DEBts	8,602,340,000

\$	27,873,470	186,224	trunks
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<b>Common Transport MOU</b>	
Local	348,890,126
Intrastate Toll	2,632,738,800
Interstate Toll	1,820,488,000
	4,802,187,926

<b>Direct routed MOU</b>	
Local	17,100,616,107
Intrastate toll	6,286,479,600
Interstate toll	3,840,838,000
	28,206,931,707

Intrastate IntraLATA Calls	1,083,688,000
Intrastate InterLATA Calls	1,026,417,000
	2,120,015,000

61.58% SOCC message counts
48.42%

**Calculation of ED Usage**

Local DEBts	40,200,487,000
Intraoffice Local DEBts	22,760,890,788

63.6% of total DEBts

Intraoffice Local Actual Min	11,276,486,284
Intraoffice Local Actual Min	17,448,608,232 per end
Intrastate Toll Actual Min	13,183,689,000
Interstate Toll Actual Min	8,602,340,000
	61,681,040,618

<b>Dedicated Transport MOU</b>	
Local	9,724,753,118
IntraLATA Toll	3,396,210,823
InterLATA Toll	16,876,817,763
	28,096,681,463

<b>Tandem Switch MOU</b>	
Local	174,496,082
IntraLATA Toll	878,042,126
InterLATA Toll	3,186,123,661

<b>Dedicated Trunk-SW</b>	233,086
---------------------------	---------

AGBR 000909

GTE OF FLORIDA

Unit Cost by Network Element

Florida GTE FLORIDA INC

A. Loop elements

	0 - 5 MhM2	5 - 200 MhM2	200 - 660 MhM2	660 - 880 MhM2	880 - 2550 MhM2	> 2550 MhM2	Totals
<b>Loop Distribution</b>							
Annual Cost	\$ 926,477	\$ 18,673,438	\$ 22,467,783	\$ 7,084,786	\$ 73,373,600	\$ 20,781,758	\$ 143,218,821
Units	2,284	152,002	288,700	107,168	1,227,608	387,873	2,188,333
Unit Cost/month	\$ 33.82	\$ 10.18	\$ 6.48	\$ 5.52	\$ 4.88	\$ 4.47	\$ 5.51
<b>Loop Concentration</b>							
Annual Cost	\$ 227,088	\$ 7,107,622	\$ 11,812,541	\$ 3,136,042	\$ 28,487,333	\$ 8,084,841	\$ 57,884,477
Units	2,284	152,002	288,700	107,168	1,227,608	387,873	2,188,333
Unit Cost/month	\$ 8.25	\$ 3.80	\$ 3.34	\$ 2.44	\$ 2.00	\$ 1.31	\$ 2.22
<b>Loop Feeder</b>							
Annual Cost	\$ 43,448	\$ 678,233	\$ 708,888	\$ 386,324	\$ 7,478,787	\$ 2,878,833	\$ 12,185,281
Units	2,284	152,002	288,700	107,168	1,227,608	387,873	2,188,333
Unit Cost/month	\$ 1.58	\$ 0.32	\$ 0.20	\$ 0.31	\$ 0.51	\$ 0.64	\$ 0.47
<b>Total Loop</b>							
Annual Cost	\$ 1,196,023	\$ 26,280,194	\$ 34,778,021	\$ 10,826,180	\$ 110,350,680	\$ 28,866,531	\$ 213,088,588
Units	2,284	152,002	288,700	107,168	1,227,608	387,873	2,188,333
Unit Cost/month	\$ 43.45	\$ 14.40	\$ 10.00	\$ 6.28	\$ 7.48	\$ 6.42	\$ 8.20
<b>Total lines</b>	2,284	152,002	288,700	107,168	1,227,608	387,873	2,188,333
<b>Total lines served by DLC</b>	2,283	148,831	244,282	86,471	811,958	123,888	1,188,515

	Annual Cost	Units	Unit Cost
<b>End office switching</b>	\$ 88,038,408		
1. Port	\$ 28,910,823	1,888,138 switched lines	\$ 1.21 per line/month
2. Usage	\$ 67,225,488	30,377,488,180 minutes	\$ 0.0022 per minute
<b>Signaling network elements</b>	\$ 4,606,741		
links	\$ 46,023	link	\$ 18.38 per link per month
STP	\$ 3,278,454	18,788,185,278 TCAP + ISUP messages	\$ 0.00017 per message
SCP	\$ 1,283,264	1,414,881,000 TCAP messages	\$ 0.00081 per message
<b>Transport network elements</b>			
1. Dedicated	\$ 48,174,137	327,038 trunks	\$ 12.53 per DS-0 equivalent/month
Switched	\$ 22,078,708	148,844	
Special	\$ 27,084,428	180,195	\$ 0.00126 per minute
2. Common	\$ 5,328,228	2,878,078,020 minutes	\$ 0.00206 per minute per leg (leg or term)
3. Tandem switch inv	\$ 1,188,878	2,508,783,888 minutes	\$ 0.0005 per minute
<b>Operator systems</b>	\$ 4,605,188	n/a	
<b>Total</b>	\$ 383,252,077		10,044 trk-min/mo
<b>Total wholesale cost per switched line</b>	\$ 13.81		
<b>DLC Access Unit Cost per minute</b>	\$ 0.00380	\$15.58	

AGBR 000910

GTE OF FLORIDA

Local DEMs	24,817,483,805	87.0% of total DEMs	
Intraoffice Local DEMs	13,371,533,333		
Intraoffice Local Actual Min	8,888,788,888		Dedicated Transport MOU
Interoffice Local Actual Min	11,448,830,478 per end		Local
Intrastate Toll Actual Min	3,747,128,748		IntraLATA Toll
Interstate Toll Actual Min	8,488,872,308		InterLATA Toll
	30,377,488,180		17,888,488,201
Tandem Switch MOU			Dedicated Trunk-SW
Local	114,459,306		148,844
IntraLATA Toll	53,856,817		
InterLATA Toll	2,341,448,778		

AGBR 000911

Unit Cost by Work Element

Texas

GTE SOUTHWEST INC - TX

A. Loop elements

	0 - 5 Mins/2	6 - 200 Mins/2	200 - 850 Mins/2	850 - 850 Mins/2	850 - 2550 Mins/2	> 2550 Mins/2	Totals
<b>Loop Distribution</b>							
Annual Cost	\$ 52,575,464	\$ 88,833,813	\$ 28,088,228	\$ 7,470,288	\$ 47,185,801	\$ 12,288,871	\$ 234,218,145
Units	111,183	507,448	288,801	87,831	806,230	178,364	1,778,747
Unit Cost/month	\$ 38.41	\$ 14.23	\$ 8.10	\$ 7.08	\$ 8.50	\$ 6.74	\$ 10.87
<b>Loop Concentration</b>							
Annual Cost	\$ 12,158,305	\$ 23,582,078	\$ 8,281,748	\$ 1,210,345	\$ 8,884,038	\$ 2,085,434	\$ 54,282,008
Units	111,183	507,448	288,801	87,831	806,230	178,364	1,778,747
Unit Cost/month	\$ 8.11	\$ 3.87	\$ 1.82	\$ 1.16	\$ 1.24	\$ 0.87	\$ 2.84
<b>Loop Feeder</b>							
Annual Cost	\$ 2,282,700	\$ 3,042,810	\$ 2,177,052	\$ 861,535	\$ 8,083,180	\$ 2,041,842	\$ 18,288,730
Units	111,183	507,448	288,801	87,831	806,230	178,364	1,778,747
Unit Cost/month	\$ 1.72	\$ 0.50	\$ 0.83	\$ 0.82	\$ 0.84	\$ 0.86	\$ 0.78
<b>Total Loop</b>							
Annual Cost	\$ 67,026,529	\$ 113,238,602	\$ 38,536,027	\$ 8,332,148	\$ 62,282,828	\$ 16,413,748	\$ 304,606,884
Units	111,183	507,448	288,801	87,831	806,230	178,364	1,778,747
Unit Cost/month	\$ 50.24	\$ 18.80	\$ 10.56	\$ 8.84	\$ 8.57	\$ 7.87	\$ 14.28
<b>Total lines</b>	111,183	507,448	288,801	87,831	806,230	178,364	1,778,747
<b>Total lines served by DLC</b>	111,183	447,057	113,307	21,508	183,808	38,183	885,025

	Annual Cost	Units	Unit Cost
<b>End office switching</b>	\$ 112,887,841		
1. Port	\$ 33,808,352	1,834,517 switched lines	\$ 1.72 per line/month
2. Usage	\$ 78,888,488	18,528,888,878 minutes	\$ 0.0043 per minute
<b>Signaling network elements</b>	\$ 47,074,028		
links	\$ 503,787	link	\$ 42.58 per link per month
STP	\$ 45,448,155	15,838,483,717 TCAP + ISUP messages	\$ 0.00285 per message
SCP	\$ 1,122,105	1,072,285,200 TCAP messages	\$ 0.00105 per message
<b>Transport network elements</b>			
1. Dedicated	\$ 38,873,877	242,811 trunks	\$ 13.38 per DS-O equivalent/month
Switched	\$ 15,823,543	88,582	
Special	\$ 23,180,433	144,228	
			\$ 0.00133 per minute
2. Common	\$ 8,337,572	2,077,880,882 minutes	\$ 0.00438 per minute per leg (orig or term)
3. Tandem switch tr	\$ 10,653,483	1,801,318,804 minutes	\$ 0.0058 per minute
<b>Operator systems</b>	\$ 4,500,083	n/a	
<b>Total</b>	\$ 521,087,827		10,044 trk-min/mo
<b>Total wholesale cost per switched line</b>	\$ 24.48		
<b>IXC Access Unit Cost per minute</b>	\$ 0.00828		

Intrastate Toll DEBts 4,661,656,402  
 Interstate Toll DEBts 6,196,650,989

32,126,717 200,148 trunks

Common Transport MOU  
 Local 106,689,218  
 Intrastate Toll 932,371,280  
 Interstate Toll 1,039,730,184  
 2,077,690,682

Direct routed MOU  
 Local 5,173,871,601  
 Intrastate toll 1,004,742,661  
 Interstate toll 2,079,480,389  
 8,118,074,640

Intrastate InterLATA Calls 172,312,000  
 Interstate InterLATA Calls 477,710,000  
 650,022,000

29.51% SOCC message counts  
 73.48%

Calculation of SD Usage

Local DEBts 16,346,893,680  
 Intraoffice Local DEBts 6,776,662,784

66.3% of total DEBts

Intraoffice Local Actual Min 3,389,031,387  
 Intraoffice Local Actual Min 6,379,480,908 per end  
 Intrastate Toll Actual Min 4,661,656,402  
 Interstate Toll Actual Min 5,106,650,989  
 16,526,869,676

Dedicated Transport MOU  
 Local 2,636,730,456  
 IntraLATA Toll 817,887,386  
 InterLATA Toll 8,824,712,682  
 11,682,340,431

Tandem Switch MOU  
 Local 62,784,608  
 IntraLATA Toll 123,679,478  
 InterLATA Toll 1,724,842,618

Dedicated Trunk-SW 88,682

AGBR 000913

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# Facsimile Cover Sheet

**To:** Connie Nicholas  
**Company:** GTE Telephone Operations  
**Phone:** 214-718-4586  
**Fax:** 214-718-6372

**From:** Joyce Beasley  
**Company:** AT&T - Room 3258D2  
**Phone:** 908-221-6502  
**Fax:** 908-953-8360

**Date:** 06/26/96

**Pages including this  
cover page:** 2

**Comments:**

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AGBR 000355



Joyce Beasley  
General Attorney

June 26, 1996

Connie E. Nicholas  
Attorney  
GTE Telephone Operations  
600 Hidden Ridge, HQE03H44  
P.O. Box 152092  
Irving, TX 75015-2092

Dear Connie,

In their effort to reach a negotiated agreement, our clients have recognized the need to expedite the closure of remaining TSR, Unbundling and other interconnection matters including those related to pricing. We want to support this effort to move things along more quickly. But on pricing issues, AT&T's negotiating team is handicapped in responding to GTE due to the lack of cost data. Our price/cost team leader has unsuccessfully been requesting needed data. We are aware that GTE has submitted cost studies in numerous jurisdictions, for example, California, which would be useful to our analysis. The negotiating team, however, is unable to use that data due to the protective order in place. It would facilitate our discussions if GTE would agree that the negotiating team may have access, under the terms of the Confidentiality Agreement dated April 18, to all cost studies and related testimony produced by GTE in any of the noticed states. Please indicate GTE's agreement below and return a copy of this letter to me.

Very truly yours,

Joyce Beasley

GTE hereby agrees that the AT&T negotiating team may have access to all cost studies and related testimony produced by GTE for state proceedings in any of the noticed states.

s/ \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

AGBR 000356

**facsimile**  
TRANSMITTAL

**GTE** GTE Telephone  
Operations Headquarters  
Local Competition/Interconnection Program Office  
Fax #: 214-718-1279

P.O. Box 152892  
Irving, TX 75015

date: 6/12/96

to: B. SHURTER

fax #: 908-771-2851

re:

pages: 4, including this cover sheet.

from: MEADE SEAMAN

phone#: 214-718-1333

REMARKS:

**Confidentiality Notice:**

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IF YOU HAVE PROBLEMS OR QUESTIONS WITH REGARD TO THIS FACSIMILE,  
PLEASE CALL 214/718-1300. THANK YOU.



Meade C. Seaman  
Director-Local  
Competition/Interconnection



GTE Telephone  
Operations

June 27, 1996

HQE01G49  
600 Hidden Ridge  
P.O. Box 152092  
Irving, TX 75015-2092  
214/718-1333  
FAX: 214/718-4353

Transmitted via FAX - Sent via regular mail

Mr. R. H. Shurter  
AT&T Southern States & National  
Local Access & Infrastructure Management  
Vice President  
Room 4EC101  
One Oak Way  
Berkeley Heights, NJ 07922

Dear Mr. Shurter:

Your June 21, 1996, letter presented a request that you stated GTE "must" satisfy in order to facilitate a negotiated agreement on price. As you indicated in your letter, this request was first presented to GTE on June 19, 1996. I understand that on the Executive Team conference call yesterday, you again asked for a response to your request. John Peterson, our lead negotiator, has responded previously several times to the same request. To ensure, however, that there is no lack of understanding or clarity, I want to confirm in writing that GTE does not intend to recast its proposal so that AT&T can do cost model comparisons. The following rationale is provided to support GTE's position.

First, GTE presented a twenty state proposal of services and features available for resale, including prices, in a June 14 transmittal. The format and content of this proposal was prepared to satisfy AT&T requests (Issue 001-A and 001-B) to provide a complete list of all general retail offerings that GTE provides to our subscribers, by state; what services GTE will offer for resale; and at what price. Prior to sending our proposal, during our Executive Team conference call on June 12, 1996, John Peterson also gave you a general description of the format that our proposal would take, and AT&T voiced no concerns or objections at that time. I'm surprised that you are now taking the position that GTE needs to "take corrective action" to provide information to AT&T in yet another form to facilitate negotiations on price.

Mr. R. H. Shurter  
June 27, 1996  
Page 2

Second, in our June 3, 1996, letter to R. Reed Harrison, we agreed with your assessment that AT&T and GTE are unlikely to reach agreement on costing models for resale or unbundled network elements. For that reason, we strongly suggested that rather than focusing our energies on agreeing to cost models, we move directly to price negotiations based on an amended work plan we submitted to you. Although you have acknowledged we are unlikely to reach agreement on cost models, you have not yet moved off of cost model comparisons to meaningful price negotiations.

Third, in our June 14, 1996, pricing proposal, we asked that you accept or provide a counter to our proposal by June 21, 1996. In subsequent communication with Rasul Damji, GTE indicated an openness to entertain a counter proposal from AT&T for more time to respond to the GTE proposal, so long as the time frame was reasonable. To characterize the GTE offer as a "take it or leave it offer" is an unfortunate misunderstanding. Despite GTE's good faith efforts, we still do not know when AT&T plans to respond, or if you intend to respond at all.

Fourth, weighting each local and toll service rate element as a percentage of revenue for each tariff entity would be a time consuming and pointless exercise given the extreme nature of AT&T's current discount proposals. On June 19, 1996, Ms. Kahn and Ms. Harrington of AT&T, indicated AT&T is still looking at discounts in the range of 30-35 percent. No matter how you "weight" the GTE proposal, the average discount is approximately 7 percent using the GTE avoided cost approach. Asking GTE to recast the proposal would delay meaningful negotiations on features and services and the prices for those services.

Fifth, GTE does not plan to present prices beyond the original twenty states until mid-August. This was communicated to AT&T in GTE's proposed work plan update on June 18, 1996. GTE has agreed to negotiate operational issues for the additional four states within the same time frames as the original twenty states.

Finally, although we view your discount position to be extreme and unreasonable, we nevertheless have a willingness to work with you to see if there is a way to use data available in ARMIS to recast your model. John Peterson has offered to provide assistance by making our ARMIS subject matter expert available for you to consult with.

Mr. R. H. Shurter  
June 27, 1996  
Page 3

We look forward to your response to our pricing proposal and at a minimum, expect by our July 3, 1996, Executive Team call, that you will tell us when you plan to respond to our pricing proposal.

Sincerely,

*Meade C. Seaman*  
for Meade C. Seaman  
Director-Local Competition/  
Interconnection Program Office

MCS:mih

c: A. Rasul Damji - AT&T  
R. R. Harrison, III - AT&T  
B. Kahn - AT&T  
D. W. McLeod - GTE  
C. E. Nicholas - GTE  
J. C. Peterson - GTE



Joyce Beasley  
General Attorney

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FAX 908 953-8360

June 28, 1996

Connie E. Nicholas  
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P.O. Box 152092  
Irving, TX 75015-2092

RE: Letter of Authorization and Change As Is

Dear Connie,

It has come to my attention that the Commissions in California, Texas, and Ohio have addressed the issue of letter of authorization with regard to local exchange customer transitioning. In each instance, the Commission has chosen to follow the type of procedure that AT&T is proposing to GTE. The Commissions are using the federal anti-slamming procedures as guidance.

The California decision is found in Resolution T-15932, dated June 19, 1996. It was issued by the Commission Advisory and Compliance Division after reviewing the wholesale tariffs filed by GTE California. The Texas Decision is the Order of Remand in PUC Docket No. 14659, SOAH Docket No. 473-95-1210. I do not have the date of issuance. The Ohio decision is found in the final order in Case No. 95-845-TP-COI, issued June 12. I am attaching the pertinent portions of each document.

Of particular interest is the statement in the California Resolution that GTE took the position that it would only require a LOA from a customer in the event of a dispute. This appears to be a different position from the one GTE has presented in these negotiations.

In view of these decisions, I urge GTE to reconsider its position on letter of authorization. This is an issue which we should be able to resolve between the parties. GTE's interest in "change as is" versus other types of orders indicates a recognition that AT&T's proposed procedures are more efficient and cost effective for both of us. For your ready reference, I am also attaching another copy of our proposed Limited Blanket Agency Agreement.

It might be helpful for us to discuss this issue prior to our July 3 executive call. Would a call at 9 am CDT on July 2 be convenient to discuss this issue? My secretary, Geri Gowers, will call on Monday to confirm call arrangements.

Very truly yours,

A handwritten signature in cursive script that reads "Joyce Beasley".

Joyce Beasley

AGBH 000434

**Attachments**

cc: Pat Walsh  
Reed Harrison  
Ron Shurter

AGBH 000435

**California Order**

DOUBLE  
SIDED

Resolution T-15932  
Pacific 18165/GTEC 8067/DOT

June 19, 1996

to number, number of access paths, and alternate billing services. The Coalition states that the only nonrecurring charge approved by the Commission is a \$4.15 installation charge. All other nonrecurring charges were either rejected by the Commission or not addressed.

Pacific replies that the \$45.15 nonrecurring charge for changes to DNCF was contained in Pacific's original draft tariff filed in September 1995. Decision 96-04-052 did not specifically order Pacific to change or eliminate this charge.

## 2. Retail Rates

The Coalition states that Pacific's tariff inappropriately includes a retail rate for number referral service upon disconnection, while GTEC's tariff inappropriately includes a retail rate for DID service. The Coalition argues that according to D.96-04-052, all rates for wholesale INP must be based upon direct embedded costs (DEC). Pacific and GTEC should remove all rates not set at DEC as well as any charges that are not in the local exchange carriers' current retail RCF tariffs.

Pacific responds that the retail rate for referral of calls is the same rate charged to any RCF customer. D.96-04-052 disallows the installation charge for referral of calls but does not specifically disallow the monthly charge.

GTEC states that DID rates contained in its tariff are not retail rates, but are DEC rates developed in IRD. GTEC states it will modify these DID tariffs as appropriate pending a Commission order on DID.

## 3. Letter of Authorization

The Coalition protests that Pacific's and GTEC's tariffs require a CLC to obtain a written letter of authorization (LOA) from the CLC's customer before discontinuance of existing utility exchange service and provision of INP service. The Coalition states that this requirement inappropriately allows the incumbent utility to regulate its competitor. Further, the Coalition states that this LOA requirement extends beyond the verification rules set forth in Public Utilities (PU) Code Section 2889.5.

Pacific responds that LOA requirements were contained in Pacific's September 1995 draft tariff filing. Because Ordering Paragraph 1 of D.96-04-052 ordered Pacific to file tariffs conforming to prices, terms and conditions set forth in its draft tariff filing "except for the modifications set forth below," Pacific argues that the LOA requirements are valid. Further, Pacific states it will only request the CLC produce a LOA in the event of a dispute.

GTEC also responds that it will only require a LOA from the CLC in the event of a dispute or discrepancy. GTEC claims this requirement complies with PU Code Section 2889.5.

Resolution T-15932  
Pacific 18165/GTEC 8067/DOT

June 19, 1996

paths, and/or 3) alternate billing services constitute a new DDCF order and a nonrecurring charge of \$4.15 would apply.

## 2. Retail Rates

The April 1996 decision concludes that INP rates should be based on DEC (D.96-04-052, Conclusion of Law 2, pg. 70). Pacific's tariff for wholesale INP includes a monthly charge for referral service after disconnection based on the retail rate for this service. However, the tariff does not make clear that under the retail tariff, this referral is free for residential customers for three months and for business customers for 12 months or until the next directory issue date, whichever is longer. CACD recommends that this same free referral period apply for DDCF, with the same distinctions for business and residential customers. Pacific should clarify in its tariff (Schedule A.20.1.D.3.a) that the monthly charge is only applicable following the free period. Further, Pacific should revise the monthly charge to DEC to be consistent with D.96-04-052.

With regard to the Coalition's protest of GTEC's DID rate, CACD notes that D.96-04-052 directs the LECs to file DEC-based tariffs for DID service following the Commission's subsequent order on DID. This order on DID is pending at this time. Therefore, GTEC should remove all references to DID service from its SPNP tariff until further notice from the Commission (Schedule K-4, Original Sheet 8, Item IV.B and Original Sheet 9, Item V.B).

## 3. Letter of Authorization (LOA)

CACD agrees with the Coalition that PU Code Section 2889.5 does not require a written LOA in all circumstances. The code states that if a subscriber is solicited by telephone or by some other method, the corporation must verify the subscriber's decision to change service providers through either 1) a follow-up call 2) a prepaid confirmation postcard 3) customer signature, or 4) electronic means. CACD considers it unreasonable for LEC tariffs to mandate a CLC to obtain a written LOA because this goes beyond PU Code requirements. In any event, it is the CLC's responsibility to comply with PU Code Section 2889.5 to protect itself from slamming allegations. Therefore, CACD recommends that Pacific and GTEC remove references in their tariffs to CLCs obtaining LOAs (Pacific tariff A.20.1.B.1.g and GTEC tariff K-4, Original Sheet 5, Item III.5). Instead, Pacific and GTEC should either paraphrase PU Code Section 2889.5 or state that that CLCs must comply with it.



Resolution T-15932  
Pacific 18165/GTEC 8067/DOT

June 19, 1996

included in the directory assistance database. While Pacific did revise this language in its filing, CACD recommends that Pacific further clarify this language to state that Pacific "will" furnish a primary listing and "will" furnish a directory assistance listing (Schedule A.20.C.1).

#### FINDINGS

1. In D.96-04-052, the Commission adopted wholesale rates for INP based on direct embedded costs.
2. The Commission rejected the NRCs proposed by Pacific for INP services in D.96-04-052.
3. The Commission should reject Pacific's proposed \$45.15 charge for changes to DDCF.
4. Pacific's tariff should state that changes to DDCF service constitute a new service order and a \$4.15 nonrecurring charge will apply.
5. Pacific should revise its DDCF tariff to offer the same free referral period after disconnection that is contained in its retail tariff.
6. After the free referral period, Pacific should charge a monthly fee for number referral based on direct embedded costs.
7. The Commission has not resolved all issues pertaining to INP service using DID.
8. GTEC should remove all references to DID service from its SPNP tariff until further notice from the Commission.
9. Public Utilities Code Section 2889.5 does not require a written letter of authorization in all circumstances.
10. Pacific and GTEC should remove language requiring CLCs to obtain an LOA.
11. Pacific's and GTEC's tariff should either paraphrase PU Code Section 2889.5 or state that CLCs must comply with it.
12. Pacific and GTEC should revise their tariffs to provide a complete list of services that are not available with wholesale INP and explain why these services are not available.
13. GTEC's Rule 17 allows the utility to make reasonable changes to a customer's telephone number.
14. The Commission should closely examine any proposed changes to numbers ported to CLC customers.
15. Provisions of GTEC's SPNP tariff regarding LIDB should be identical to the conditions under which LEC customers receive access to LIDB.

Resolution T-15932  
Pacific 18165/GTEC 8067/DOT

June 19, 1996

16. GTEC should revise its SPNP tariff to state the reasons the LIDB indicator may fail.

17. Pacific should revise its DNCF tariff to state that it will furnish a primary listing and a directory assistance listing for numbers forwarded using DNCF.

**THEREFORE, IT IS ORDERED that:**

1. Pacific Bell shall file a supplement to Advice Letter 18165 within five days from the date of this order to revise its Directory Number Call Forwarding (DNCF) tariff as follows:

- a. Remove the \$45.15 charge for changes to DNCF and clarify that changes to 1) the forwarded to number, 2) the number of access paths, and/or 3) alternate billing services constitute a new DNCF order and a nonrecurring charge of \$4.15 applies.
- b. Offer the same free referral period for number referral upon disconnect that is currently offered to retail business and residential customers.
- c. Modify the monthly rate for number referral after the free period to a rate based upon direct embedded costs.
- d. Remove all language requiring competitive local carriers to obtain a written letter of authorization and replace this language with a reference to or paraphrase of Public Utilities Code Section 2889.5.
- e. Provide a complete list of services that are not available with DNCF.
- f. State that a primary listing and a directory assistance listing will be provided.

2. GTE California shall file a supplement to Advice Letter 8067 within five days from the date of this order to revise its Service Provider Number Portability (SPNP) tariff as follows:

- a. Remove all references to Direct Inward Dialing service until further notice from the Commission.
- b. Remove all language requiring competitive local carriers to obtain a written letter of authorization and replace this language with reference to or paraphrase of Public Utilities Code Section 2889.5.
- c. Provide a complete list of services that are not available with SPNP.
- d. State the reasons the Line Information Data Base (LIDB) indicator may fail.

**Ohio Order**

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**G. Service Quality Compatibility**

Each LEC is individually responsible for the quality of service it provides. Where requested, however, and to the extent technically feasible, LECs may implement joint network management controls to further overall service integrity. Where such monitoring is not technically feasible on the part of the NEC, the ILEC, if technically feasible, will perform these functions on the NEC's behalf, subject to time and materials charges, as mutually agreed upon.

**H. Federal Requirements**

Each LEC is solely responsible for participation in and compliance with any federally mandated technical standard requirements.

**I. Support Functions**

LECs are not responsible for providing services to each other's end users; however, where one LEC's limitation or lack of facilities dictates, the competing parties must establish arrangements to ensure that support functions (e.g., 9-1-1, operator services, directory assistance, telecommunications relay service, etc.) are available to the customers of both LECs.

**XVIII. CONSUMER SAFEGUARDS**

**A. Customer Education**

LECs are responsible for providing their customers with informational, promotional, and educational materials explaining the carrier services, rates, and customers' options. Such materials must also be submitted to the Commission's Consumer Services Department and OCC. These materials include, but are not limited to, the notices required by Section VI. of these guidelines. In those situations where a notice requirement has been or will be placed on LECs by the Commission, such notice requirement takes precedence over this section. These materials shall be written in such a way that allow customers to make comparisons between comparable services. Such information should include basic information such as:

1. An explanation of the nature of the service, its application, and any restrictions or limitations;

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2. If services are bundled, an identification and explanation of individual service components and associated prices;
3. An identification and explanation of any one-time, non-recurring charge(s);
4. An identification and explanation of recurring charge(s) (i.e., usage, access, etc.); and
5. An identification of any special attributes of this service.

The Commission may require, review, or request modification of customer notices, billing information, or other customer education materials. Copies of all informational and educational materials for residential services shall be provided to OCC at the same time such materials are provided to the Commission.

**B. Marketing Practices**

1. No LEC shall commit an unfair, deceptive, or unconscionable act or practice in connection with a consumer transaction. Such an unfair, deceptive, or unconscionable act or practice by a LEC violates these guidelines whether it occurs before, during, or after the transaction.
2. Engaging in any of these unfair, deceptive, or unconscionable acts or practices constitutes unjust, unreasonable, and inadequate service under Section 4905.26, Revised Code.
3. No LEC shall make any offer for services in written or printed advertising or promotional literature without stating clearly and conspicuously in close proximity to the words stating the offer any material exclusions, reservations, limitations, modifications, or conditions. Disclosure shall be easily legible to anyone reading the advertising or promotional literature and shall be sufficiently specific so as to leave no reasonable probability that the terms of the offer might be misunderstood.
4. Offers made through radio or television advertising must be preceded or immediately followed by a conspicuously clear and oral statement of any specific exclusions, reservations, limitations, modifications, or conditions.

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5. All LECs are prohibited from the practice of advertising or offering goods or services as "free" when in fact the cost of the "free" offer is passed on to the consumer by raising the tarified price of the goods or services that must be purchased in connection with the "free" offer.
6. Subscriber enrollment shall only occur upon the customer affirmatively selecting (positive enrollment) the pertinent service(s). Negative enrollment by the LECs shall not be permitted unless otherwise ordered by the Commission.
7. It shall be the duty of the LEC to preserve the privacy of customer proprietary information and transactions to acquire local exchange service and protect such information and transactions from commercial abuse.

In addition to the guidelines on CPNI set forth in Section XI.C. of these guidelines, a LEC or any LEC affiliate shall not, without the prior affirmative, written consent of the customer, provide to any telecommunications equipment manufacturer or telecommunications provider CPNI for use with or in connection with the manufacturing of telecommunications equipment or the provision of local exchange, InterLATA, information, enhanced, or video services that are disseminated by means of such LEC's or any of its affiliates' facilities.

8. All LECs shall comply with all existing and future Commission orders relating to customer notice/education requirements (e.g., inside wire). Failure to comply with such requirements violates the MTSS, Rule 4901:1-5-23 (A), Ohio Administrative Code, which requires that "each local exchange company shall provide the information and assistance necessary to enable an applicant or subscriber to obtain the most economical local exchange company-provided services conforming to his or her stated needs." Further, the Commission may seek appropriate remedies under Sections 4905.54 and 4905.57, Revised Code.
9. If, upon complaint of a customer or upon its own motion, the Commission finds that the practices of any LEC with respect to the marketing of its services or products are unjust or unreasonable, the Commission may require the practices of such LEC to be discontinued and/or may prescribe the practices to be observed by such LEC in its marketing of regulated services.

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10. The Commission's Consumer Services Department shall oversee LEC marketing practices by:
  - a. Monitoring complaints received by the Public Interest Center regarding LEC marketing activities;
  - b. Reviewing sales scripts and marketing manuals utilized by LEC sales and customer service personnel when deemed necessary to monitor marketing practices;
  - c. Reviewing LEC advertising and promotional literature when deemed necessary to monitor marketing practices;
  - d. Monitoring live telephone sales presentations by customer service representatives when deemed necessary to monitor marketing practices;
  - e. Recommending needed procedure modifications; and
  - f. Providing regular updates to the Commission regarding the Consumer Services Department's findings.

**C Local Service Carrier Subscription/Slamming**

1. No subscriber's LEC may be changed unless and until the change has first been confirmed in accordance with one of the following procedures:
  - a. A subscriber's LEC may be changed when the LEC has obtained the subscriber's written authorization on a letter of agency (LOA) that explains what occurs when a subscriber's LEC is changed.
    - i. The LOA shall be a separate document and its sole purpose is to authorize a LEC to initiate a primary LEC change. If the subscriber will incur a charge as a result of changing LECs, the LOA must contain a notification to the subscriber that a charge will be assessed to him/her as a result of the charge. The LOA must be signed and dated by the subscriber to the telephone line(s) requesting the carrier change.
    - ii. The LOA shall not be combined or utilized in conjunction with promotions (e.g., sweepstakes) of

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any kind. The LOA may be combined with checks that contain only the required LOA language described below and the necessary information to make the check a negotiable instrument. The LOA check shall not contain any promotional language or material. The LOA check shall contain, in easily readable, bold face type on the front of the check, a notice that the consumer is authorizing a primary LEC change by signing the check. The LOA language shall also be placed near the signature line on the back of the check.

- iii. At a minimum, the LOA must be printed with a type of sufficient readable size and type to be clearly legible and must contain clear and unambiguous language that confirms:
    - a. The subscriber's billing name and address and each telephone number to be covered by the LEC change order;
    - b. The decision to change the LEC from the current LEC to the prospective LEC;
    - c. That the subscriber designates the LEC to act as the subscriber's agent for the LEC change;
    - d. That the subscriber understands that only one carrier may be designated as the primary LEC for any one telephone number. Any carrier designated as the primary LEC must be the carrier directly setting the rates for the subscriber; and
    - e. That the subscriber understands that any change in LECs may involve a charge for such change.
  - iv. LOAs shall not suggest or require that a subscriber take some action in order to retain the subscriber's current LEC.
- b. A subscriber's LEC may be changed once the new LEC has obtained the subscriber's electronic authorization, placed from the telephone number(s) for which the service is to be changed, that confirms the information described in Section XVIII.C.1.a.



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above to confirm the authorization. LECs electing to confirm changes electronically shall establish one or more toll-free telephone numbers exclusively for that purpose. Calls to the number(s) will connect a subscriber to a voice response unit, or similar mechanism, that records the required information (including questions and responses) regarding the change of providers, including automatically recording the originating Automatic Number Identification (ANI); or

- c. A subscriber's LEC may be changed by way of an appropriately qualified and independent third party operating in a location physically separate from the telemarketing representative obtaining the subscriber's oral authorization to submit the change order that confirms and includes appropriate verification data (e.g., the subscriber's date of birth or social security number).
2. Requests for a change of LEC may take place immediately upon request. However, within three business days of the subscriber's request for a change of LEC, the new LEC utilizing enrollment options in Section XVIII.C.1.b. or c. above must send each new subscriber an information package by first class mail containing at least the following information concerning the requested change:
- a. The information is being sent to confirm a telemarketing order placed by the subscriber within the previous week;
  - b. The name of the subscriber's current LEC;
  - c. The name of the new LEC;
  - d. A description of any terms, conditions, and/or charges that will be incurred;
  - e. The name of the person ordering the change;
  - f. The name, address, and telephone number of both the subscriber and the soliciting LEC;
  - g. An LOA and postpaid envelope (the LOA should contain the information outlined in Section XVIII.C.1.a. above and should be returned to the soliciting LEC to be kept on file to confirm the subscriber's selection); and

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- h. The address and telephone number of the Commission's Consumer Services Department for consumer complaints.
3. The verification procedures described above are not intended to substitute for written authorization from subscribers as evidence in a LEC change dispute. LECs must obtain LOAs for use in resolving disputes regarding all changes in subscriber service. Any LEC that violates the verification procedures described above and collects charges for the provision of local service from a subscriber shall rerate the subscriber's calls and be liable to the LEC previously selected by the subscriber in an amount equal to all charges paid by such subscriber after such violation. Additionally, the subscriber may file a complaint under Section 4905.26, Revised Code, and the Commission may seek additional penalties and remedies against the offending LEC under Sections 4905.54 and 4905.57, Revised Code, and any other applicable statute.

#### D. End User Complaints

An end user may contact the Commission's Consumer Services Department to lodge an informal complaint against a LEC. A formal complaint filed by an end user against a LEC will be considered by the Commission pursuant to Section 4905.26, Revised Code.

### XIX. REGULATORY OVERSIGHT

#### A. Principle

The Commission has an obligation to ensure that the regulatory framework for competing LEC is and remains consistent with the policy of the state as set forth in Section 4927.02, Revised Code.

#### B. Monitoring of Competitive Market for Local Exchange Services

1. The Commission shall monitor the implementation of the regulatory requirements prescribed to effectuate competition in the provision of local exchange services, as well as the impact of such requirements upon the local services market and the customers.
2. The Commission reserves the right to impose alternative requirements upon LECs in the event it determines modifications to the adopted guidelines are necessary or advisable to ensure an

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effective, competitive marketplace or as required by public interest considerations.

3. No later than three years after the adoption of these guidelines, the Commission shall review, on an ILEC-specific or industry-wide basis, the continuing appropriateness of the guidelines adopted herein in view of the number and size of alternative providers of local exchange services in the respective ILEC's service area, the extent to which services are available from alternative providers in the relevant market, the ability of alternative providers to make functionally equivalent or substitute services readily available at competitive rates, terms, and conditions, and other indicators of market power, e.g., market share, growth of market share, ease of entry, and the affiliation of providers of services. The procedures to be followed in implementing any company-specific changes resulting from such review shall be determined with respect to the applicable form of regulation under which the company is operating at the time.
4. Should an ILEC desire to be relieved of certain duties and responsibilities established by these guidelines prior to the Commission's review pursuant to Section XIX.B.3., it may request such relief in an alternative regulation proceeding pursuant to Section 4927.04, Revised Code, or in a proceeding filed pursuant to Section 4927.03, Revised Code.

**C. Resolution of Disputes Among Carriers**

Under its authority pursuant to Section 4905.26, Revised Code, the Commission will consider carrier-to-carrier complaints. The Commission will issue a procedural entry in a case within 60 days of the filing of the complaint, and will endeavor to conclude the case within 180 days.

**Texas Order**

AGBIT 0004405

12. *Treatment of EUCL and Interstate CCL*--PURA95 §3.453(c)(1) states that "[t]he [C]ommission may only approve a usage sensitive rate that recovers the total long run incremental cost of the loop on an unseparated basis, plus an appropriate contribution to joint and common costs..." This provision contemplates the incumbent LEC's recovery of interstate costs associated with the local loop in the usage sensitive rate. This inclusion of interstate costs in the rate is justified because FCC regulations, on their face, do not permit the incumbent LEC to charge an LSP either the end user common line charge (EUCL) or the interstate carrier common line (CCL) charge, both of which are the means by which the incumbent LEC has historically recovered interstate costs associated with the local loop. To the extent, however, that an incumbent LEC obtains a waiver from the FCC that permits it to directly collect the EUCL and/or interstate CCL charges associated with the purchased local loop from the LSP, the usage-sensitive rate should be adjusted to eliminate any double-recovery. This adjustment for EUCL and CCL revenues should be made on a per line basis, rather than a weighted average.
13. *Municipal Franchise Fees*--The same municipal franchise fee applied to the incumbent LEC's other services will equally apply to services purchased under its loop resale tariff.
14. *Rate Design*--The Commission finds that the appropriate rate design for the usage-sensitive loop is a statewide average rate. A rate design that de-averages rates based on the underlying costs may diminish incentives to provide facilities-based competition, inhibit nonfacilities-based competition in rural areas, and impact incumbent LEC revenue streams currently used to support universal service. The Commission will be moving to a system in which universal service support mechanisms are made explicit to both the parties who pay for the support and those who receive such support.
15. *Selection and Changing of Carriers*--For purposes of addressing the selection and changing of carriers providing local service, the incumbent LECs' loop resale tariffs should mirror the rules of the Federal Communications Commission (FCC) with regard to the selection and changing of interexchange carriers (IXCs). The four methods specified in those rules reasonably balance the need to protect consumers against slamming, the need for ordering convenience, and the need to

avoid undue barriers to competition. Furthermore, SWB should delete its proposed \$100.00 unauthorized change charge from its loop resale tariff. Under §258(b) of the Telecommunications Act of 1996,<sup>10</sup> a telecommunications carrier that fails to properly verify a change in a subscriber's selection of a carrier and collects charges from that subscriber for service must reimburse the customer's authorized carrier for any revenues lost as a consequence of the slamming. The Commission finds that this provision in the federal statute provides adequate deterrence against slamming.

16. *Disconnection of Carriers*--An incumbent LEC should be required to promptly notify an LSP whenever it receives a disconnection order from one of the LSP's customers. This notification should facilitate the management of services, networks, and billing, thereby resulting in reduced expenses and fewer instances of slamming.
17. *Notice to Customers of Carrier's Cessation of Operations*--The Commission concludes that the provisions related to the discontinuation of service in PURA95 §3.2595 sufficiently address the issue of notice to customers of an LSP's cessation of operations.
18. *Miscellaneous Issues*--With the exception of the issue of dispute resolution, the Commission concurs in the conclusions reached in Section XIV of the PFD. The resolution of disputes involving technical publications variances will be governed by the recently enacted Telecommunications Act of 1996.

## II. Issues on Remand

On remand, the ALJ shall address the following issues:

1. *Types and Technical Specifications of Loops*--The issues on remand are: (a) can a combination of two 2-wire analog voice grade loops be provided by the incumbent LEC as the technical equivalent

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<sup>10</sup> Telecommunications Act of 1996, Pub. L. No. 104-104, 110 Stat. 56 (1996) (to be codified at 47 U.S.C. §§151 *et seq.*).

**Limited Blanket Agency Agreement**

LIMITED BLANKET AGENCY AGREEMENT

THIS AGREEMENT is made and entered into as of this \_\_\_\_ day of \_\_\_\_\_, 1996 by and between (insert appropriate AT&T entity name), a Certified Local Exchange Carrier ("CLEC") and (insert appropriate GTE entity name).

WHEREAS, CLEC will be providing local exchange service to subscribers in [Name of state];

WHEREAS, the parties will be exchanging service orders for local telecommunications service with regard to their respective subscribers in [Name of State];

WHEREAS, the parties are desirous of implementing an orderly and legal process for the exchange of such orders.

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

1. Good Faith Exchange. CLEC and \_\_\_\_\_ do hereby agree to exchange service orders in good faith for the purpose of provisioning local telecommunications service to their respective subscribers in the State of \_\_\_\_\_.
2. Compliance with Law. Each party shall comply with all applicable governmental statutes, laws, rules, regulations, ordinances, codes, directives, and orders (whether federal, state municipal or otherwise, including without limitation, the rules and regulations of the [insert appropriate state agency name] and is solely responsible for its compliance with all such laws arising out of or relating to its obligations associated with such service orders.
3. Term. The term of the Agreement shall be for one year from the Execution Date unless earlier terminated. Upon expiration, the Agreement shall automatically renew for additional one year terms unless and until one of the parties provides written notice of termination to the other.
4. Mutual Right to Terminate. Either party may terminate the Agreement if:
  - a) there is a material breach of the Agreement by the other party which is not cured within 30 days after receipt of written notice to the breaching party;
  - b) without cause upon 90 days written notice.
5. Indemnification. Each party (the "Indemnifying Party") agrees to indemnify and hold the other party (the "Indemnified Party") harmless from and against any and all claims, proceedings, actions, damages, costs, expenses and other liabilities incurred by, or threatened, imposed or filed against, any Indemnified Party (including, without limitation, court costs and reasonable attorney fees) resulting from the breaching party's submission of an improperly prepared or incorrect exchange service order.
6. Notification and Control. If any claim for indemnification arises under this Agreement, the Indemnified Party shall notify the Indemnifying Party (the "Indemnity Notification") and shall consult with and keep the Indemnifying Party reasonably informed with respect to the defense, compromise, settlement, resolution or other disposition of any such claim. Upon the Indemnifying Party's request, which request may be subject to a reservation of rights (the "Control Request"), which Control Request must be in writing and received by Indemnified Party within 30 days of the Indemnity Notification, the Indemnifying Party shall be entitled to control the defense of such claim by counsel of the Indemnifying Party's choosing and at the Indemnifying Party's sole expense. In this case, the Indemnified Party shall reasonably cooperate with the Indemnifying Party in connection with the defense of any such claim, provided that such cooperation is not adverse to the Indemnified Party's legal or business interests, as reasonably determined by the Indemnified Party and promptly communicated to the Indemnifying Party upon such determination. In turn, the Indemnifying Party shall promptly inform the Indemnified Party of all material aspects of such defense, compromise, any proposed settlement, resolution or other disposition of any such claim. Upon the Indemnified Party's reasonable request, the Indemnified Party shall be entitled to participate fully and cooperatively in the defense of any such claim at its own expense and with counsel of its choosing. Neither party shall admit any liability with respect to, or settle, compromise, resolve or discharge any such claim without the other party's prior written consent, which consent shall



not be unreasonably withheld in the case of any settlement, resolution, compromise or discharge involving only the payment of money.

7. LIMITATION OF LIABILITY. THE LIABILITY OF EACH PARTY TO THE OTHER FOR DAMAGES CAUSED BY BREACH OF THIS AGREEMENT OR BY NEGLIGENT ACTS OR OMISSIONS IN CONNECTION HEREWITH SHALL BE LIMITED TO ACTUAL DIRECT DAMAGES. NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY OTHER DAMAGES, LOSSES OR EXPENSES DIRECT OR INDIRECT (INCLUDING INCIDENTAL, CONSEQUENTIAL, RELIANCE OR SPECIAL), REGARDLESS OF THE FORM OF THE ACTION; PROVIDED HOWEVER, THAT NOTHING IN THIS SECTION SHALL LIMIT THE LIABILITY OF EITHER PARTY FOR WILLFUL MISCONDUCT OR FOR GROSS NEGLIGENCE.

8. Applicable Law; Entire Agreement; Modification. This Agreement shall be construed in accordance with and be governed by the laws of the state of [insert name of state], without regard to otherwise applicable conflict of law principles. This constitutes the entire agreement between the parties and supersedes all previous understandings, commitments or representations concerning the subject matter. This Agreement may not be amended or modified, and none of its provisions may be waived, except by a writing signed by an authorized officer of the party against whom the amendment, modification or waiver is sought to be enforced.

9. Severability. Nothing contained in this Agreement shall be construed to require commission of any act contrary to law, and wherever there is any conflict between any provision of this Agreement and any law, such law shall prevail; provided, however, that in such event, the affected provisions of this Agreement shall be modified to the minimum extent necessary to permit compliance with such law and all other provisions shall continue in full force and effect.

Notices. All notices and other communications from either party to the other hereunder shall be in writing and shall be deemed received upon actual receipt when personally delivered, upon acknowledgment of receipt if sent by facsimile, or upon the expiration of the third business day after being deposited in the United States mails, postage prepaid, certified or registered mail, addressed to the other party at a location specified in writing by such party. All notices required under this section shall be made both to the signatories to this agreement and to the General Counsel(s) of the respective companies executing this agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the date first above written.

CLEC

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

(appropriate GTE entity name)

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

John C. Peterson  
Manager-Intaroompany Compensation  
Local Competition/Interconnection



GTE Telephone  
Operations

June 29, 1996

Transmitted via Fax - Sent Regular Mail

HQED1G32  
600 Hidden Ridge  
P.O. Box 182092  
Irving, TX 75038  
214/718-8888  
FAX: 214/718-1279

Mr. A. Rasul Damji  
AT&T National Local Infrastructure & Access Management  
District Manager  
Room 2EA148  
One Oak Way  
Berkeley Heights, NJ 07922

Dear Rasul:

In our June 28, 1996, Core Team meeting, we reviewed the status of the work plan that has been developed to implement the Network Data Mover (NDM) solution to deliver orders to GTE's order center on a real time basis. John Honabarger faxed a one-page summary to you prior to the call that I have enclosed for your reference. This summary provides a good background on the issue and outlines the options that AT&T faces.

During the Core Team call, it became clear that AT&T and GTE have different views of what the original work plan included. AT&T's apparent understanding was that the NDM work plan encompassed providing a means to electronically transfer Local Service Requests (LSR), Directory Assistance (DA), and Directory Listings (DL). GTE's view is that the work plan only addressed itself to electronic transmission of the LSR.

After having an opportunity to review the work plan, it is very clear to me that the work plan addressed itself only to LSR transmission. The work plan specifically shows the DA and DL service feeds as an open issue and shows NDM deployment - Phase I related strictly to the LSR. I have enclosed a copy of the work plan for your review. This is important to me because we had made a commitment to have the Phase I solution available by July 26, 1996. That date is now in serious jeopardy because of your position not to engage in programming efforts for Phase I until the DA and DL facets are also included.

As you are aware, subsequent to the development of the work plan, it has been determined that the three data feeds (LSR, DA, and DL) could be transmitted over one pipe using the NDM system. In addition, it will be possible to use the NDM to transmit the return of the Firm Order Confirmation (FOC). Adding these additional capabilities extends the time line of the original work plan. By July 9, 1996, GTE will

AGBR 000381

Mr. A. Rasul Damji  
June 29, 1996  
Page 2

be able to provide a revised work plan for providing these additional capabilities.

As I see it, AT&T has two options. The first option would be for AT&T to move expeditiously to have the LSR ordering capability programmed for transmission over NDM. In the event you elect to exercise this option, I'm forwarding the NDM coding format for you to share with your programmers. The second option would be to delay the timetables further to add NDM capability for DL, DA, and FOC transmission. By July 9, 1996, GTE can provide a revised work plan for the delivery of the additional capabilities.

If you decide to select the first option, although the DL data feed is currently not in existence, my folks are telling me that this capability could be quickly installed in advance or concurrent with having the LSR NDM solution available. Please advise us of which course of action you intend to take so we can plan according.

Sincerely,

  
John C. Peterson  
Manager-Intercompany Compensation  
Local Competition/Interconnection  
Program Office

JCP:mih  
Enclosures

c: D. Bennett - GTE  
M. Billings - GTE  
J. Honsbarger - GTE  
R. Langley - GTE

AGBR 000382

## **SERVICE ORDERING REQUIREMENTS**

GTE's Data Feed requirements were presented to AT&T during the California negotiation process long before passage of the Telecommunications Act. These requirements are for the Competitive LEC to provide a separate data feed for Local Service Requests (LSR) ordering, Directory Assistance (DA) and Directory Listings (DL). The data feed for LSR ordering was to be accomplished via fax or email, the DL data feed via TCP/FTP and DirectConnect, and the DA data feed via magnetic tape.

Through a joint effort GTE and AT&T have developed a work plan that would result in the ability of AT&T to electronically process LSRs through a Network Data Mover (NDM) system to GTE. The original work plan provided for a turn up date of August 9, 1996. GTE, with significant effort at the request of AT&T, was able to move up the turn up date for this system to July 26, 1996. The work plan was adjusted on June 14, 1996 to reflect these changes. Under this arrangement DL data feed would still be sent by TCP/FTP and DirectConnect and the DA data feed would be sent by magnetic tape.

Toward the end of the following week (June 17 - 21, 1996) it was determined that the three (3) data feeds could be transmitted over one pipe using the NDM system. The LSR ordering data feed had already been planned for in the NDM work plan, however, the (DA) Data Feed and the (DL) Data Feed were not even considered within the scope of the NDM work plan. Additionally, it has been determined that GTE would be able to use the NDM to transmit the return Firm Order Completion (FOC) to AT&T on the same system.

Significant additional work activities are required to add the additional data feeds associated with DA and DL to the NDM transmission system. Part of the work requirement is associated with the fact that GTE today supplies its Directory Assistance Centers with its customer listing via magnetic tape and not through electronic transmission of the data.

AT&T, however, must now make some choices. GTE will not be able to establish the same turn up date for an NDM system that will be capable of transmitting and processing all three data feeds over the one pipe in the same time frame that was established to establish the LSR ordering NDM transmission. GTE has been ready to provide the transmission data requirements to AT&T's programmers but have not been able to because they have not yet been identified (a point noted at the Executive Negotiation Team meetings on June 12 and 20, 1996). This delay in itself could cause the July 26, 1996, date to be in jeopardy.

AT&T, if they act very quickly, could chose to have the LSR ordering NDM system turn up on July 26, 1996 or AT&T can work with GTE and establish a new turn up date some time later than July 26, 1996, for an NDM system that would be capable of transmitting the LSR data feed, the DA data feed and the DL data feed on one pipe.

GTE will be able to begin negotiation related to the establishment of a new turn up date for this expanded NDM system after the work activity to determine the requirements is completed on July 9, 1996.

AGBR 000383

JUL-02-96 TUE 09:57 AM

G3

AT&T NETWORK OPERATIONS

01000

ID	Task Name	June 1996				July 1996				August	
		02	09	016	023	030	7/7	7/14	7/21	7/28	04
1	NDR - LDR	[REDACTED]									
2	QASL/Reroute Funds	[REDACTED]									
3	SAG - LDR - St. Andrew	[REDACTED]									
4	SAG - LOC - LDR	[REDACTED]									
5	SAG - LDR - PROGNIC	[REDACTED]									
6	Specific Rules on No. Assignment (Action Item 1)	[REDACTED] Johnnie Garcia									
7	No. of Changes with Weekly No. Change (Action Item 2)	[REDACTED] Johnnie Garcia									
8	What is the number Reservation Period (Action Item 3)	[REDACTED] Rodney Langley									
9	Where Link required/Out time criteria (Action Item 4)	[REDACTED] Al Wood									
10	Weekend/Weekday Hold - due date completion (Action Item 5)	[REDACTED] Richard Kelly									
11	New GTE add. discrepancy between AT&T orders on a database and what is installed (Action Item 6)	[REDACTED] Fred, Lori, Pat, Brian									
12	What happens GTE installs over of with. gear. user has an open case (Action Item 7)	[REDACTED] Closed (Abandon SVC) - Johnnie G. (20)									
13	Numbers about the. Cost. rate change by state (Action Item 10)	[REDACTED] Johnnie Garcia									
14	No. of tasks entered of one time action it becomes a project by state (Action Item 12)	[REDACTED] Richard Kelly									
15	GTE add. rate ordering the. Rate for. Rate by state. (Action Item 13)	[REDACTED] Pat Cunningham									
16	Do-ol the. amount. with. open. 001 time to-be completed at. open time (Action Item 24)	[REDACTED] Rodney Langley									
17	AT&T request explain GTE's Contract, BDR/obj. needs call with product support (Action Item 17)	[REDACTED] COMPLETED									
18	GTE orders & provide policy with. open. offered. needs to AT&T (Action Item 22)	[REDACTED]									
19	AT&T needs data requirements BDR/Contract needs (Action Item 23)	[REDACTED] Lori/Pat									
20	GTE to verify SAG delivery to AT&T (Action Item 25)	[REDACTED] Al Wood									
21	GTE position and then response are completion status re-comp. GTE - done not agreed (Action Item 43)	[REDACTED]									
22	GTE provide internet transfer rate schedule & cost. items & conditions (Action Item 42)	[REDACTED] Rodney Langley									
23	GTE LDR - Further (Action Item 44)	[REDACTED] (SAME AS 204)									
24	AT&T needs product change. for products user identify LDR conditions (GTE - done not agreed/Action Item 45)	[REDACTED] (OPEN)									
25	NDR - DA	[REDACTED] (OPEN)									
26	NDR - DL	[REDACTED] (OPEN)									

P 12

AGBR 000384

07/02/96 09:59 FROM 214 718 6366

TO 919087712851

P005

NO. 067 P012/034

JUL-02-96 TUE 09:58 AM

G3

P.13

AGBR 000385

AT&T NETWORK OPERATIONS												01986
ID	Task Name	096		September 1994				October 1994				
		9/18	9/25	9/1	9/8	9/15	9/22	9/29	10/6	10/13	10/20	10/27
1	NDM - LR											
2	DNCL/Screen Faults											
3	SAC - LED - BI Address											
4	SAC - LOC - LED											
5	SAC - LED - PRODMVC											
6	Specific Status on the Assignment (Action Item 1)											
7	No. of Changes with Weekly No. Change (Action Item 2)											
8	What is the number Reservation Period (Action Item 3)											
9	When are expected/Not done calls (week) (Action Item 4)											
10	Weekend/nightly Sched. and date completion (Action Item 5)											
11	How CTE addr. discrepancy between AT&T and BI address and what is identified. (Action Item 6)											
12	What happens CTE results over. at add. per. over time are open call (Action Item 7)											
13	Changes offered the. Call rate change by date. (Action Item 11)											
14	No. of tasks ordered at one time before 4 business a project by date. (Action Item 12)											
15	CTE was into ordering the bills for CIG loads by date. (Action Item 13)											
16	Go of the open. with error. All time to be corrected at some time (Action Item 24)											
17	AT&T support under CTE's Controller, (S)M, etc. weekly call with product change. (Action Item 31)											
18	CTE error & provide policy until was offered made to AT&T (Action Item 32)											
19	AT&T made date experiments (S)M/Controller made (Action Item 33)											
20	CTE to verify SAC delivered to AT&T (Action Item 37)											
21	CTE problem and time response was completion status re-req (CTE - done and agreed) (Action Item 42)											
22	SPE provide (S)M/Controller transfer was available & spec. hours & conditions (Action Item 43)											
23	CTE LED - Profile (Action Item 44)											
24	AT&T made product change. for products used. Identify LED profile (CTE - done and agreed) (Action Item 45)											
25	NDM - DA											
26	NDM - DL											

07-02-96 09:59  
09-29-96 02:35PM FROM 214 / 18 0300

TU 919087112851

FUUB

NO.067 P013-034

JUL-02-96 TUE 09:58 AM

G3

P. 14

AGBR 000386

AT&T NETWORK OPERATIONS												01886	
ID	Task Name	November 1994				December 1994				January 1995			
		11/9	11/10	11/17	11/24	12/1	12/8	12/15	12/22	12/29	1/5	1/12	
1	NDM - LER												
2	DNAL/Service Funds												
3	SAS - LEO - B. Address												
4	SAS - LEC - LEO												
5	SAS - LEO - PRODDAC												
6	Specific Status on the Assignment. (Action Item 1)												
7	No. of Changes and Priority No. Change (Action Item 2)												
8	What is the number Reservation Placed (Action Item 3)												
9	When Last required? (two entries - valid) (Action Item 4)												
10	Weekend/Holiday Status, due date completion (Action Item 5)												
11	How GTE with discrepancy between AT&T orders on a technical call & what is installed. (Action Item 6)												
12	What happens GTE installs error, or addt. gear, error has an open card. (Action Item 6)												
13	Numbers allowed the Cust. rate change by state. (Action Item 11)												
14	No. of tasks entered at one time action 6 increases a project by state. (Action Item 12)												
15	GTE can also entering No. into the CIO records by state. (Action Item 14)												
16	Do all the items with error. All have to be corrected at certain times. (Action Item 24)												
17	AT&T request copies GTE's Computer, CIRM, etc. reports mail with product change. (Action Item 25)												
18	GTE action 8 provide policy detail and related records to AT&T (Action Item 32)												
19	AT&T needs data requirements. BICM/Control records (Action Item 38)												
20	GTE to verify data delivered to AT&T (Action Item 37)												
21	GTE provide and time compares our completion status to ours (GTE - done and report) (Action Item 42)												
22	GTE provide transport transfer error available & error. Status & conditions. (Action Item 43)												
23	GTE LEO - Pacific (Action Item 48)												
24	AT&T needs product change, for products don't identify LEO manufacturers (GTE - done and report) (Action Item 49)												
25	NDM - DA												
26	NDM - DL												

07/02/96 09:59  
JUL-23-96 07:30 PM

FROM 214 110 0300

TO 915081112001

TU 1

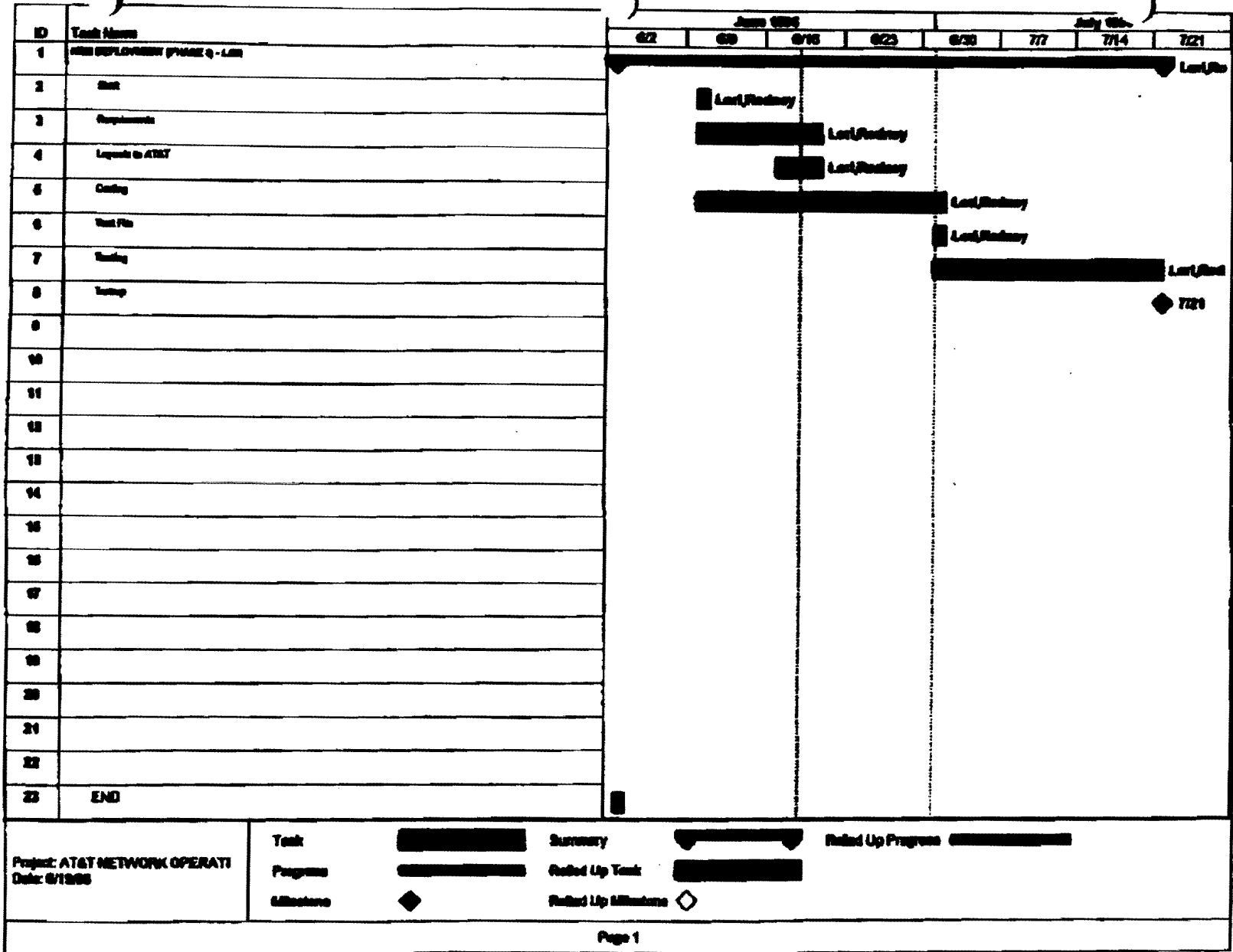
NO. 067 P014/034

JUL-02-96 TUE 09:58 AM

G3

P.15

AGBR 000387



07/02/96 10:00  
06-25-96 07:03PM  
RUM 414 118 0500

10 91908112001  
RUM

NO.067 P015/034



To: John Peterson@RGA.LCIPMO  
 From: Rodney Langley@CPM.CLIC  
 Originated by: Dan Grandjean@SYSTEMS.CBSS@FLTP  
 Cc: Dan Bennett@CARMKT.CMS.MW, John Honabarger@RGA.LCIPMO, Mike Billings@CPM.CLIC  
 Bcc:  
 Subject: fwd: FMCD0142 LSR Record Layout  
 Attachment:  
 Date: 6/26/96 5:54 PM

John,

Per our discussion (6/25/96) and your request, attached is the information that we discussed relative to the NDM coding for local service requests.

Rodney

-----  
Original text

From Linda Robbins@SYSTEMS.CBSS@FLTP, on 6/26/96 1:43 PM:  
 To: Rodney Langley@CPM.CLIC@TXIRV  
 Cc: Deborah Greco@EUB.BCC@FLTPA, Hampton Hines@CAROPS.SUPT@FLTPA, Lori Lawthers@CAROPS.SUPT@TXIRV, Patricia Cunningham@CAROPS.SUPT@TXIRV

Rodney,

I have forwarded the NDM record layouts from Dan. This is not a word perfect document as discussed earlier today, but I think it provides the information you need. If this is not what you need, please let me know.

Linda

-----  
 From Dan Grandjean@SYSTEMS.CBSS@FLTP, on 6/26/96 2:29 PM:  
 To: Linda Robbins@SYSTEMS.CBSS@FLTP  
 Cc: Bob Kevin@SYSTEMS.CBSS@FLTP, Larry McClenaghan@SYSTEMS.CBSS@FLTP, Paul Isbelle@SYSTEMS.CBSS@FLTP

The following description defines the Local Service Request Order File.  
 The file is variable length and contains 8 record formats.  
 All numeric fields are unsigned numeric and unpacked.  
 The file is sent via NDM.  
 Immediately following this record descriptions is the COBOL COPYBOOK member.

HEADER RECORD

Field Name	Size	Format
Filler	19	spaces
Record Identifier	2	zeros
Local Exchange Carrier Name	30	alphanumeric
Date File Created	8	numeric
Time File Created	8	numeric
File Sequence Number	9	numeric
File Resend Indicator	1	alphanumeric
Receiving Company	20	alphanumeric

LOCAL SERVICE REQUEST RECORD

Field Name	Size	Format
------------	------	--------

Customer Carrier Name Abbreviation	3	alphanumeric
Purchase Order Number	16	alphanumeric
Record Identifier	2	'10'
Version Identifier	2	alphanumeric
Service Center	4	alphanumeric
Local Service Request Number	18	alphanumeric
Date and Time Sent	15	alphanumeric
Desired Due Date	8	numeric
Desired Frame Due Time	12	alphanumeric
Project Identification	16	alphanumeric
Coordinated Hot Cut	1	alphanumeric
Requisition Type and Status	2	alphanumeric
Activity	1	alphanumeric
Supplement Type	1	numeric
Expedite	1	alphanumeric
Additional Forms	5	alphanumeric
Response Type Requested	1	alphanumeric
Company Code	4	alphanumeric
Additional Engineering	1	alphanumeric
Additional Labor	1	alphanumeric
Special Construction	1	alphanumeric
Agency Authorization Status	1	alphanumeric
Date of Agency Authorization	8	numeric
Authorization Name	15	alphanumeric
Access Customer Terminal Location	11	alphanumeric
Additional Point of Termination	11	alphanumeric
Local Service termination	11	alphanumeric
Class of Service	2	alphanumeric
Service and Product Enhancement Code	7	alphanumeric
Network Channel Code	4	alphanumeric
Network Channel Interface Code	12	alphanumeric
Secondary Network Channel Interface Code	12	alphanumeric
Related Purchase Order Number	16	alphanumeric
Related Order Number	17	alphanumeric
Telecommunications Service Priority	12	alphanumeric
Subscriber Authorization Number	30	alphanumeric
Local Service Provider Authorization	4	alphanumeric
Local Service Provider Authorization Date	8	numeric
Local Service Provider Authorization Name	15	alphanumeric
Customer Name	30	alphanumeric
Billing Account Number Identifier	1	alphanumeric
Billing Account Number	12	alphanumeric
Access Customer Name Abbreviation	3	alphanumeric
Effective Bill Date	8	numeric
Billing Name	25	alphanumeric
Secondary Billing Name	25	alphanumeric
Tax Exemption	1	alphanumeric
Extended Billing Plan	6	alphanumeric
Billing Street Address	25	alphanumeric
Billing Floor	3	alphanumeric
Billing Room Mailstop	6	alphanumeric
Billing City	25	alphanumeric
Billing State/Province	2	alphanumeric
Billing Zip Code	9	alphanumeric
Billing Contact	15	alphanumeric
Billing Contact Telephone Number	14	alphanumeric
Variable Term Agreement	17	alphanumeric
Initiator Identification	15	alphanumeric
Initiator Telephone Number	14	alphanumeric

Initiator Electronic Mail Address	30	alphanumeric
Initiator Facsimile Number	12	alphanumeric
Initiator Street Address	25	alphanumeric
Initiator Floor	3	alphanumeric
Initiator Room Mailstop	10	alphanumeric
Initiator City	25	alphanumeric
Initiator State/Province	2	alphanumeric
Initiator Zip Code	9	alphanumeric
Implementation Contact	15	alphanumeric
Implementation Contact Telephone Number	14	alphanumeric
Implementation Contact Pager Number	25	alphanumeric
Alternate Implementation Contact	15	alphanumeric
Alternate Implementation Contact Telephone	14	alphanumeric
Alternate Implementation Contact Pager Number	25	alphanumeric
Design/Engineering Contact	15	alphanumeric
Design Route Code	3	alphanumeric
Design/Engineering Contact Telephone Number	14	alphanumeric
Design/Engineering Contact Facsimile Number	14	alphanumeric
Design/Engineering Contact EMail Address	30	alphanumeric
Design/Engineering Contact Street Address	25	alphanumeric
Design/Engineering Contact Floor	3	alphanumeric
Design/Engineering Contact Room Mailstop	10	alphanumeric
Design/Engineering Contact City	25	alphanumeric
Design/Engineering Contact State	2	alphanumeric
Design/Engineering Contact Zip Code	9	alphanumeric
Local Service Request Remarks	96	alphanumeric

END USER INFORMATION RECORD

Field Name	Size	Format
Customer Carrier Name Abbreviation	3	alphanumeric
Purchase Order Number	16	alphanumeric
Record Identifier	2	'20'
Version Identifier	2	alphanumeric
Quantity	3	numeric
End User Name	25	alphanumeric
End User Street Address	16	alphanumeric
End User Floor	16	alphanumeric
End User Room Mailstop	6	alphanumeric
End User Building	9	alphanumeric
End User City	25	alphanumeric
End User State/Province	2	alphanumeric
Local Contact Name	15	alphanumeric
Local Contact Telephone Number	14	alphanumeric
End User Moving Indicator	1	alphanumeric
End User Access Information	115	alphanumeric
Inside Wiring Options	1	alphanumeric
Inside Wire Billing Account Number	12	alphanumeric
Inside Wire Contact Name	24	alphanumeric
Inside Wire Contact Telephone Number	14	alphanumeric
End User Local Billing Account Number	12	alphanumeric
Final Bill Information	1	alphanumeric
End User Billing Name	25	alphanumeric
End User Secondary Billing Name	25	alphanumeric
End User Billing Street Address	25	alphanumeric
End User Billing Floor	3	alphanumeric
End User Billing Room Mailstop	6	alphanumeric
End User Billing City	25	alphanumeric
End User Billing State/Province	2	alphanumeric
End User Billing Zip Code	9	alphanumeric

End User Billing Contact Name	15	alphanumeric
End User Billing Contact Telephone Number	14	alphanumeric
End User Billing Name Social Security Number	9	alphanumeric
End User Remarks	96	alphanumeric

END USER DISCONNECT RECORD

Field Name	Size	Format
Customer Carrier Name Abbreviation	3	alphanumeric
Purchase Order Number	16	alphanumeric
Record Identifier	2	'22'
Reference Number	4	numeric
Disconnect Telephone Number	10	alphanumeric
Disconnect TER	7	alphanumeric
Transfer of Call Options	1	alphanumeric
Transfer of Calls To	10	alphanumeric
Transfer of Call Period	8	numeric

RESALE RECORD

Field Name	Size	Format
Customer Carrier Name Abbreviation	3	alphanumeric
Purchase Order Number	16	alphanumeric
Record Identifier	2	'30'
Version Identification	2	alphanumeric
Requisition Type and Status	2	alphanumeric
Activity	1	alphanumeric
Quantity	3	alphanumeric
Hunt Group Activity	1	alphanumeric
Hunting Sequence	50	alphanumeric

RESALE SERVICE DETAIL RECORD

Field Name	Size	Format
Customer Carrier Name Abbreviation	3	alphanumeric
Purchase Order Number	16	alphanumeric
Record Identifier	2	'33'
Reference Number	4	alphanumeric
Activity	1	alphanumeric
Resale Telephone Number	14	alphanumeric
Resale Customer Circuit Reference	25	alphanumeric
Freeze PIC Indicator	1	alphanumeric
Primary Interexchange Carrier	4	alphanumeric
Intralata Primary Interexchange Carrier	4	alphanumeric
Transfer of Call Options	1	alphanumeric
Transfer of Calls To	10	alphanumeric
Transfer of Call Period	8	alphanumeric
Jack Code	5	alphanumeric
Jack Number	2	alphanumeric
Jack Position	2	alphanumeric
Jack Status	1	alphanumeric
Signaling	2	alphanumeric
Type of Pulsing	4	alphanumeric
Connecting Facility Assignment	42	alphanumeric

RESALE FEATURE RECORD

Field Name	Size	Format
Customer Carrier Name Abbreviation	3	alphanumeric
Purchase Order Number	16	alphanumeric

Record Identifier	2	'35'
Reference Number	4	alphanumeric
Feature Activity	1	alphanumeric
Feature Codes	6	alphanumeric
Feature Detail	24	alphanumeric

TRAILER RECORD

Field Name	Size	Format
Filler	19	value all 9's
Record Identifier	2	'98'
Local Service Request Count	9	numeric
Total Record Count	9	numeric

-----  
 The following is the COBOL COPYBOOK INCLUDE member for the LSR NDM file.

```

*-----*
*   ACCESS SERVICE REQUEST   *
*-----*
* File Characteristics:      *
*-----*
* FILE IS VARIABLE LENGTH, CONTAINING 8 RECORD FORMATS. *
* ALL NUMERIC FIELDS ARE UNSIGNED AND UNPACKED. *
*-----*
* EACH RECORD BEGINS WITH A 21 POSITION CONTROL FIELD *
* CONTAINING: *
*-----*
*   CUSTOMER CARRIER NAME ABBREVIATION      3 POSITIONS *
*   PURCHASE ORDER NUMBER                    16 " *
*   REC-ID                                    2 " *
*-----*
* THE RECORD IDENTIFIER IS A 2 POSITION FIELD IN POSITIONS *
* 20 & 21 OF THE RECORD THAT IDENTIFIES THE TYPE OF RECORD *
* FORMAT. THE FOLLOWING RECORD-ID'S & VALUES DEFINE EACH *
* RECORD FORMAT CONTAINED IN THE FILE. *
*-----*
* RECORD-ID   RECORD-NAME                               # - BYTES *
*-----*
* '00'        ID00-HEADER-REC                             97 *
* '10'        ID10-LSR-REC (LOCAL SERVICE REQUEST)    1037 *
* '20'        ID20-END-USER-REC                         588 *
* '22'        ID22-END-USER-DISC-REC                    61 *
* '30'        ID30-RESALE-REC                            80 *
* '33'        ID33-RESALE-SVC-DTL-REC                   151 *
* '35'        ID35-RESALE-FEATURE-REC                    56 *
* '98'        ID98-LSR-TRAILER-REC                       39 *
*-----*
*----- ID00-HEADER-REC DEFINED -----*
*-----*
* FIELD-NAME      VALUE *
*-----*
* FILLER          (19) SPACES *
* REC-ID          '00' *
* LEC-NAME        LEC CARRIER NAME *
* DATE-CREATED    DATE FILE CREATED *
* TIME-CREATED    TIME FILE CREATED *
* FILE-SEQ-NBR    SEQUENTIAL NUMBER OF THE FILE *
  
```

```
* RESEND-INDR INDICATES THE FILE AS A RESEND *
* RECV-COMPANY MUST BE 'GTE' *
*
*----- ID98-LSR-TRAILER-REC DEFINED -----*
*
* FIELD-NAME VALUE *
*----- *
* FILLER (19) VALUE ALL 9's *
* REC-ID '98' *
* LSR-REC-CNT TOTAL NUMBER OF LSR REQUESTS *
* TTL-REC-CNT TOTAL NUMBER OF RECORDS *
* (INCLUDING THE HEADER) *
*-----*
*
```

```
01 LSR-RECORD.
05 CONTROL-FIELD.
10 CUST-CAR-NM-ABR PIC X(03).
10 PURCH-ORDER-NBR PIC X(16).
10 REC-ID PIC X(02).
   88 ID00 VALUE '00'.
   88 ID10 VALUE '10'.
   88 ID20 VALUE '20'.
   88 ID22 VALUE '22'.
   88 ID30 VALUE '30'.
   88 ID33 VALUE '33'.
   88 ID35 VALUE '35'.
   88 ID98 VALUE '98'.
05 REC-AREA PIC X(1016).
05 ID00-HEADER-REC REDEFINES REC-AREA.
10 LEC-NAME PIC X(30).
10 DATE-CREATED PIC X(08).
10 TIME-CREATED PIC X(08).
10 FILE-SEQ-NBR PIC 9(09).
10 RESEND-INDR PIC X(01).
10 RECV-COMPANY PIC X(20).
05 ID10-LSR-REC REDEFINES REC-AREA.
10 PON-VERSION-NBR PIC X(02).
10 SERVICE-CENTER PIC X(04).
10 LOC-SVC-REQ-NBR PIC X(18).
10 SENT-DATE-TIME PIC X(15).
10 DESIRED-DUE-DT PIC X(08).
10 DES-FRM-DUE-TM PIC X(12).
10 PROJECT-ID PIC X(16).
10 COOR-HOT-CUT PIC X(01).
10 REQ-TYPE-STAT PIC X(02).
10 ACTIVITY-CODE PIC X(01).
10 SUPPLEMENT-TYPE PIC X(01).
10 EXPEDITE-INDR PIC X(01).
10 ADDL-FORMS PIC X(05).
10 RESP-TYPE-REQ PIC X(01).
10 COMPANY-CODE PIC X(04).
10 ADDL-ENGINEER PIC X(01).
10 ADDL-LABOR PIC X(01).
10 SPEC-CONSTRUCT PIC X(01).
10 AGT-AUTH-INDR PIC X(01).
10 AUTHORIZE-DATE PIC X(08).
10 AUTHORIZE-NAME PIC X(15).
10 ACC-CST-TRM-LOC PIC X(11).
10 ADD-PT-TRM PIC X(11).
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AGBR 000393

10	LOC-SVC-TRM	PIC X(11).
10	CLASS-OP-SVC	PIC X(02).
10	SPEC-CODE	PIC X(07).
10	NETWORK-CH-CODE	PIC X(04).
10	NTW-CHNL-INT-CODE	PIC X(12).
10	SEC-NCI-CODE	PIC X(12).
10	REL-PUR-ORDR-NO	PIC X(16).
10	REL-ORDR-NO	PIC X(17).
10	TEL-SVC-PRTY-CD	PIC X(12).
10	SUB-AUTH-NBR	PIC X(30).
10	LSP-AUTH	PIC X(04).
10	LSP-AUTH-DATE	PIC X(08).
10	LSP-AUTH-NAME	PIC X(15).
10	CUST-NAME	PIC X(30).
10	BLG-ACCT-NBR-ID	PIC X(01).
10	BLG-ACCT-NUMBER	PIC X(12).
10	ACC-CUST-NM-ABR	PIC X(03).
10	EFF-BLG-DATE	PIC X(08).
10	BILLING-NAME	PIC X(25).
10	SEC-BILLING-NM	PIC X(25).
10	TAX-EXEMPT-CODE	PIC X(01).
10	EXT-BLG-PLAN	PIC X(06).
10	BILL-STR-ADDR	PIC X(25).
10	BILL-FLOOR-LCN	PIC X(03).
10	BILL-RM-MAILSTOP	PIC X(06).
10	BILLING-CITY	PIC X(25).
10	BILLING-STATE	PIC X(02).
10	BILL-ZIP-CD	PIC X(10).
10	BILL-CONTACT-NM	PIC X(15).
10	BILL-CONTACT-TN	PIC X(17).
10	VAR-TRM-AGRMNT	PIC X(17).
10	INIT-CONTACT-NM	PIC X(15).
10	INIT-CONTACT-TN	PIC X(17).
10	INIT-CONT-EMAIL	PIC X(30).
10	INIT-CONT-FAX-NBR	PIC X(12).
10	INIT-CONT-STR-ADR	PIC X(25).
10	INIT-CONT-FL-LCN	PIC X(03).
10	INIT-CONT-RM-MSTOP	PIC X(10).
10	INIT-CONT-CITY	PIC X(25).
10	INIT-CONT-STATE	PIC X(02).
10	INIT-CONT-ZIP-CD	PIC X(10).
10	IMPL-CONTACT-NM	PIC X(15).
10	IMPL-CONTACT-TN	PIC X(17).
10	IMPL-CONT-PAGER	PIC X(25).
10	ALT-IMPL-CONT-NM	PIC X(15).
10	ALT-IMPL-CONT-TN	PIC X(17).
10	ALT-IMPL-CONT-PAGER	PIC X(25).
10	DESIGN-CONTACT	PIC X(15).
10	DSGN-ROUTE-CD	PIC X(03).
10	DSGN-CONTACT-TN	PIC X(14).
10	DSGN-CONT-FAX-NBR	PIC X(14).
10	DSGN-CONT-EMAIL	PIC X(30).
10	DSGN-CONT-STR-ADR	PIC X(25).
10	DSGN-CONT-FL-LCN	PIC X(03).
10	DEGN-CONT-RM-MSTOP	PIC X(10).
10	DEGN-CONT-CITY	PIC X(25).
10	DEGN-CONT-ST	PIC X(02).
10	DSGN-CONT-ZIP-CD	PIC X(09).
10	LSR-REMARKS	PIC X(96).
05	ID20-END-USER-REC REDEFINES	REC-AREA.

AGBR 000394

10	PON-VERSION-NBR	PIC X(02).
10	END-USER-QTY	PIC 9(03).
10	END-USER-NAME	PIC X(25).
10	END-USER-STR-ADR	PIC X(16).
10	END-USER-FL-LCN	PIC X(16).
10	END-USER-RM-MSTOP	PIC X(06).
10	END-USER-BLDG	PIC X(09).
10	END-USER-CITY	PIC X(25).
10	END-USER-ST-CD	PIC X(02).
10	LOCAL-CONTACT	PIC X(15).
10	LOC-CONTACT-TN	PIC X(14).
10	EUSER-MV-INDR	PIC X(01).
10	EUSER-ACC-INFO	PIC X(115).
10	IWIRE-OPTIONS	PIC X(01).
10	IWIRE-BAN	PIC X(12).
10	IWIRE-CONT-NM	PIC X(24).
10	IWIRE-CONT-TN	PIC X(14).
10	EUSER-LOCAL-BAN	PIC X(12).
10	FINAL-BLG-INFO	PIC X(01).
10	EUSER-BLG-NAME	PIC X(25).
10	EUSER-SEC-BLG-NM	PIC X(25).
10	EUSER-BLG-STR-ADR	PIC X(25).
10	EUSER-BLG-FL-LCN	PIC X(03).
10	EUSER-BLG-RM-MSTOP	PIC X(06).
10	EUSER-BLG-CITY	PIC X(25).
10	EUSER-BLG-ST-CD	PIC X(02).
10	EUSER-BLG-ZIP-CD	PIC X(09).
10	BLG-CONTACT-NM	PIC X(15).
10	BLG-CONTACT-TN	PIC X(14).
10	BLG-CONTACT-SB	PIC X(09).
10	END-USER-REMARKS	PIC X(96).
05	ID22-END-USER-DISC-REC REDEFINES REC-AREA.	
10	DISC-REF-NBR	PIC X(04).
10	DISC-TN	PIC X(10).
10	DISC-TER	PIC X(07).
10	DISC-TC-OPT	PIC X(01).
10	DISC-TC-TN	PIC X(10).
10	DISC-TC-PERIOD	PIC X(08).
05	ID30-RESALE-REC REDEFINES REC-AREA.	
10	PON-VERSION-NBR	PIC X(02).
10	REQ-TYPE-STATUS	PIC X(02).
10	ACTIVITY-CODE	PIC X(01).
10	NBR-OF-CIRCUITS	PIC 9(03).
10	HUNT-GROUP-ACT	PIC X(01).
10	HUNT-SEQ	PIC X(50).
05	ID33-RESALE-SVC-DTL-REC REDEFINES REC-AREA.	
10	REFERENCE-NBR	PIC X(04).
10	ACTIVITY-CODE	PIC X(01).
10	RESALE-TN	PIC X(14).
10	RESALE-CKR	PIC X(25).
10	FREEZE-PIC-INDR	PIC X(01).
10	PRIMARY-PIC	PIC X(04).
10	INTRA-PIC	PIC X(04).
10	TRNS-CALL-OPT	PIC X(01).
10	TRNS-CALL-TN	PIC X(10).
10	TRNS-CALL-PERIOD	PIC X(08).
10	JACK-CODE	PIC X(05).
10	JACK-NUMBER	PIC X(02).
10	JACK-POSITION	PIC X(02).
10	JACK-STATUS	PIC X(01).

AGBR 000395



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10 SIGNAL-TYPE          PIC X(02).
10 PULSN-TYPE          PIC X(04).
10 CONN-FAC-ASSGN      PIC X(42).
05 ID35-RESALE-FEATURE-REC REDEFINES REC-AREA.
10 REFERENCE-NBR       PIC X(04).
10 FEATURE-ACT-TYP     PIC X(01).
10 FEATURE-CODE        PIC X(06).
10 FEATURE-DETAIL      PIC X(24).
05 ID98-LSR-TRAILER-REC REDEFINES REC-AREA.
10 LSR-REC-CNT         PIC 9(09).
10 TTL-REC-CNT         PIC 9(09).
```



June 29, 1996

HQE01G32  
600 Hidden Ridge  
P.O. Box 152092  
Irving, TX 75038  
214/718-5988  
FAX: 214/718-1279

**Transmitted via Fax - Sent Regular Mail**

Mr. A. Rasul Damji  
AT&T National Local Infrastructure & Access Management  
District Manager  
Room 2EA148  
One Oak Way  
Berkeley Heights, NJ 07922

Dear Rasul:

On June 25, 1996, Meade Seaman received a request from Brenda Kahn to submit our unbundled network elements pricing proposal in a format consistent with the Hatfield model output report. As I understand it, prices would be presented by density zone for the following network elements:

Loop Elements (Distribution, Concentration, Feeder)  
End Office Switching (Port, Usage)  
Signaling (Links, STP, SCP)  
Transport (Dedicated, Common, Tandem)  
Operator Systems

We are currently evaluating your request. However, as you know we have very different views on the degree of unbundling that is technically feasible and do not support proposals that establish unit prices based on density zones. We have not yet completed our unbundled price proposal as the negotiations on Matrix 4 issues have not proceeded as quickly as we had assumed they would. GTE should be in a position to present our unbundled pricing proposal within the next 10 days.

Sincerely,

John C. Peterson

JCP:mlh

c: Brenda Kahn - AT&T  
D. W. McLeod - GTE  
M. C. Seaman - GTE

AGBH 000441

# MESSAGE CONFIRMATION

07/01/96

14:07

NO.	MODE	BOX	GROUP
058	TX		

DATE/TIME	TIME	DISTANT STATION ID	PAGES	RESULT	ERROR PAGES	S. CODE
07/01	14:06	00'00"	915107858645	000/019	BUSY	14C2

06-29-96 02:55PM FROM 214 718 6366

TO 919087712851

POOL

FAX TO: LISA TYLER

510 785 8645-

**facsimile**  
TRANSMITTAL

**GTE** GTE Telephone  
Operations Headquarters  
600 Hidden Ridge  
Irving, TX 75038

Local Competition/Interconnection  
Program Office  
FAX #214/718-1279

Date: 6-29-96

Number of Pages 17 (Including Cover Sheet)

TO: RASUL DAMJI

FAX: 908-771-2851

FROM:

John PETERSON

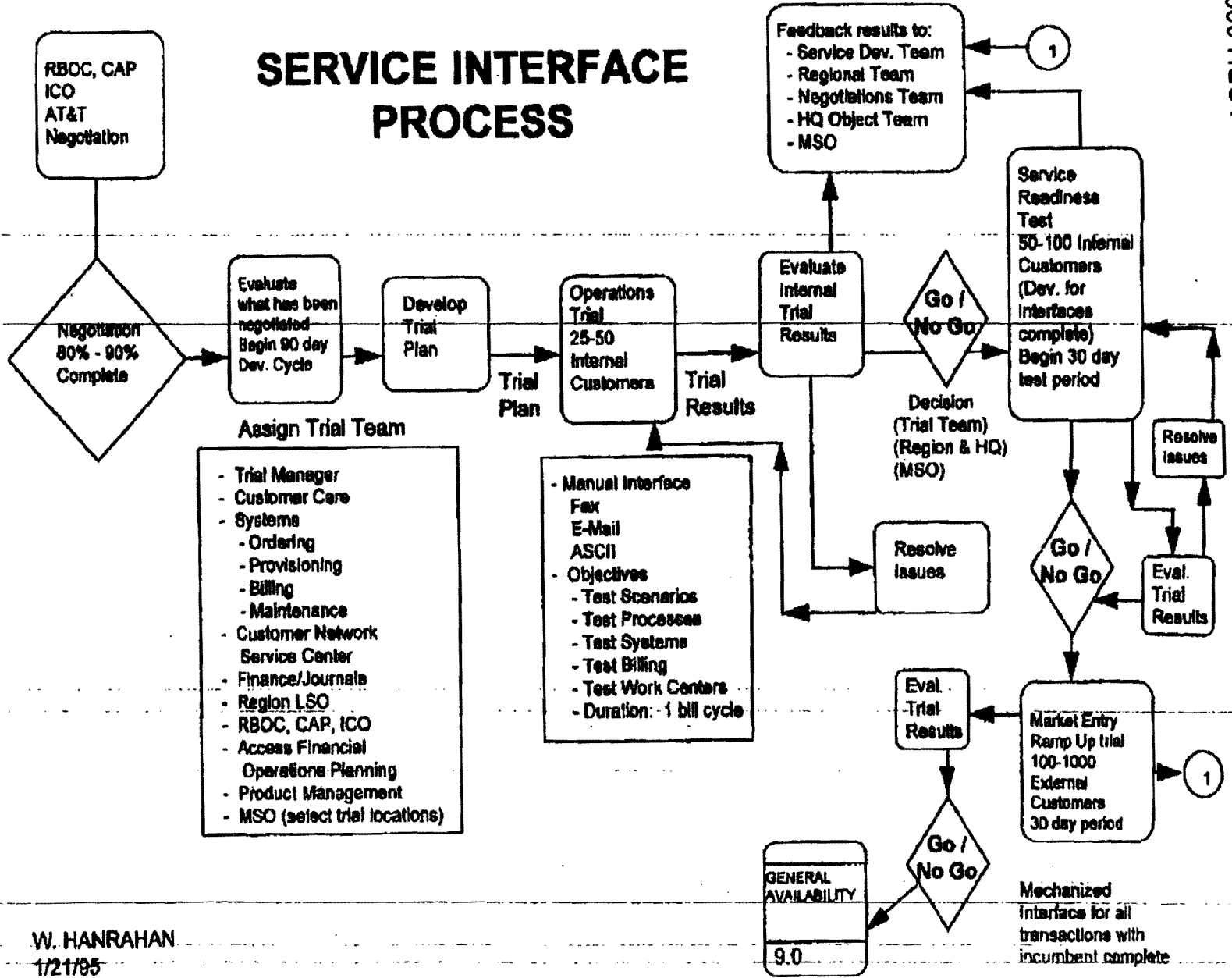
Phone #

214-718-5988

REMARKS:

AGBH 000443

# SERVICE INTERFACE PROCESS



- Assign Trial Team**
- Trial Manager
  - Customer Care
  - Systems
    - Ordering
    - Provisioning
    - Billing
    - Maintenance
  - Customer Network
  - Service Center
  - Finance/Journals
  - Region LSO
  - RBOC, CAP, ICO
  - Access Financial
  - Operations Planning
  - Product Management
  - MSO (select trial locations)

- Manual Interface
- Fax
- E-Mail
- ASCII
- Objectives
  - Test Scenarios
  - Test Processes
  - Test Systems
  - Test Billing
  - Test Work Centers
  - Duration: - 1 bill cycle

W. HANRAHAN  
1/21/85

AGBH 000444

07/01/96 MON 14:31 FAX 9082345211

BEDMINSTER

004

JUL-01-1996 15:17 FROM CUS OPERATIONS 2015643981

TO 919087712916 P.03

# SERVICE READINESS PROCESS

- **PHASE 0**
- **CRITERIA TO MOVE TO PHASE 1**
  - PROCESS TO MIGRATE CUSTOMERS FROM INCUMBENT TO AT&T COMPLETED
  - PROCESS TO ORDER NEW SERVICE COMPLETED
  - PROCESS TO CHANGE, DISCONNECT AND ADD COMPLETED
  - PROCESS TO ISSUE MAINTENANCE TROUBLES COMPLETED
  - AGREEMENT REACHED ON INTERFACE SPECIFICATIONS FOR MINIMUM MSO OFFER SET
  - AGREED UPON TIMELINE TO MIGRATE FROM MANUAL PROCESS TO AUTOMATED PLATFORM
  - OFFER DEFINED AND COVERED BY EITHER TARIFF OR CONTRACTUAL AGREEMENT
  - PRICING NEGOTIATIONS NEAR COMPLETE
  - ACCESS BILLING AND RECONCILIATION NEGOTIATIONS COMPLETED
  - USAGE HAND-OFF NEGOTIATIONS COMPLETED
  - METRICS AND INTERVALS AGREED UPON
  - RATES IDENTIFIED FOR TABLES
  - NPA-NXX'S IDENTIFIED FOR SERVICE
  - FORECAST
  - REGION AND HEADQUARTERS APPROVAL TO PROCEED

AGBH 000445

11/01/96 MON 10:32 AM 9062545211

BIRMINGHAM

003

# SERVICE READINESS PROCESS

## •EXAMPLES OF DIFFERENT TYPES OF SERVICE ORDER ACTIVITIES

<ul style="list-style-type: none"><li>• <b>SIMPLE MIGRATION</b></li><li>• <b>NEW CONNECTS</b><ul style="list-style-type: none"><li>- 1-2 LINE RESIDENCE</li><li>- 1-2 LINE BUSINESS</li><li>- MULTI LINE BUSINESS</li><li>- PROJECTS</li></ul></li><li>• <b>CHANGE ORDER</b><ul style="list-style-type: none"><li>- ADD/DISC CO LINE FEATURES</li><li>- ADD/DISC CLASS FEATURES</li><li>- SIMPLE NUMBER CHANGE</li><li>- ADD/DISC BLOCKING</li><li>- PIC AND LOCAL PIC CHANGES</li><li>- ADD/DISC ESSENTIAL LINE SERVICES</li><li>- ADD/DISC ADDITIONAL LINES</li><li>- LISTING CHANGES</li><li>- CHANGE CLASS OF SERVICE FROM RESIDENCE TO BUSINESS</li><li>- SUSPEND AND RESTORE FOR NON-PAYMENT</li><li>- TEMPORARY DISC FOR VACATION</li></ul></li></ul>	<ul style="list-style-type: none"><li>• <b>OTHER</b><ul style="list-style-type: none"><li>- REVERSE MIGRATION (LEC WINBACK)</li><li>- PARTIAL MIGRATION (SPLIT SERVICE)</li><li>- CORRECT RECORDS ORDER</li><li>- T &amp; F ORDERS SAME ADDRESS</li><li>- T &amp; F ORDERS DIFFERENT ADDRESS</li><li>- HANDICAPPED SERVICES</li><li>- RESELLER TO RESELLER MIGRATION</li><li>- UNBUNDLE TO RESELLER MIGRATION</li><li>- RESELLER TO UNBUNDLE MIGRATION</li></ul></li></ul>
--	--

# SERVICE READINESS PROCESS

## • PHASE 1 OPERATIONS TRIAL - DEVELOPMENT

- DURATION = 90 DAYS

- ACTIVITIES TO BE COMPLETED

- DEVELOP MECHANIZED INTERFACE BETWEEN AT&T AND THE SUPPLIER FOR ORDERING/COMPLETION, TROUBLE REFERRALS AND STATUS REPORTING
- DEVELOP MARKET SPECIFIC CODE TO SUPPORT MARKET SPECIFIC PUC REQUIREMENTS
- AUTHORIZATION TO STAFF AND EQUIP
- STAFF AND TRAIN INTRA AND INTER COMPANY WORK CENTER PERSONNEL
- ESTABLISH MARKET SPECIFIC TABLES
  - LOCAL CALLING AREA
  - NPA/NXX TABLES
  - OFFER USOC'S AND MARKET SPECIFIC PRICES
  - MARKET SPECIFIC TAXES / EXEMPTIONS

# SERVICE READINESS PROCESS

AGBH 000448

01/01/98 MON 14:33 FAX 9082245281

BERMINSTER

- **PHASE 1 (CONT)**
  - **CREATE MARKET SPECIFIC METHODS/PROCEDURES FOR ALL WORK CENTERS TO SUPPORT:**
    - MARKET SPECIFIC OFFERS
    - LIFELINE STATUTES AND OFFERS
    - SALES EXECUTION
    - ORDERING / PROVISIONING / REPAIR / MAINTENANCE BETWEEN AT&T AND THE SUPPLIER
    - PUC REPORTING REQUIREMENTS
  - **ESTABLISH MARKET GEOGRAPHY / RULES WITH OUTSOURCE VENDORS FOR**
    - CREDIT SCREENING
    - PAYMENTS
    - COLLECTIONS
  - **PROTOTYPE TRIAL (30 DAYS / 1 BILL CYCLE)**
    - SCOPE = 25-50 INTERNAL USERS WITH MANUAL INTERFACES
    - FOCUS = TEST PRE-DETERMINED TEST SCENARIOS  
TEST METHODS AND PROCEDURES WITH SCENARIOS  
TEST SYSTEM DEVELOPMENT  
ANALYZE WORK CENTER READINESS



919087712916 P.07

TO

2015643981

FROM

15:19

JUL-01-1996

CUS OPERATIONS

# SERVICE READINESS PROCESS

- **PHASE 1 (CONT)**

- **CRITERIA TO MOVE TO PHASE 2**

- **SUCCESSFUL MANUAL PROCESS FOR PRE-SALES ACTIVITY**
- **ELECTRONIC INTERFACE COMPLETED FOR PROVISIONING AND FIRM ORDER CONFIRMATION**
- **CUSTOMER USAGE TRANSFER COMPLETE**
- **MINIMUM MARKET ENTRY REQUIREMENTS DOCUMENT SIGNED**

AGBH 000449

01/01/96 MON 14:33 FAX 9082345211

BEDMINSTER

007

JUL-01-1996 15:19 FROM CUS OPERATIONS 2015643981 TO 919087712916 P.08

# SERVICE READINESS PROCESS

- **PHASE 2 SERVICE READINESS TEST**
  - DURATION = 30 DAYS
  - SCOPE = 50 - 100 INTERNAL CUSTOMERS
  - FOCUS
    - TEST REAL CUSTOMER SCENARIOS
    - TEST METHODS AND PROCESSES WITH INTERNAL CUSTOMERS
    - TEST SYSTEM DEVELOPMENT WITH INTERNAL CUSTOMERS
    - TEST WORK CENTER SCRIPTS AND TRAINING
  - CRITERIA TO MOVE TO PHASE 3
    - ELECTRONIC INTERFACE FOR PROVISIONING, FIRM ORDER CONFIRMATION, PRESALE, S&E AND SERVICE COMPLETION
    - CABS BILLING INTERFACE COMPLETE
    - USAGE INTERFACE 100% ACCURATE
    - METRICS 90% WITHIN SPECIFICATIONS
    - INTERVALS MET 95% ON TIME

AGBH 000450

01/01/96 MON 14:34 FAX 9082415211 BDMINSTER 2008

# SERVICE READINESS PROCESS

<ul style="list-style-type: none"> <li>• <b>PHASE 3 MARKET ENTRY RAMP-UP TRIAL</b></li> <li>- DURATION = 30 DAYS (1 BILL CYCLE)</li> <li>- SCOPE = 100 - 1000 EXTERNAL CUSTOMERS IN A SPECIFIC GEOGRAPHICAL AREA</li> <li>- FOCUS             <ul style="list-style-type: none"> <li>• TEST SALES PROCESS</li> <li>• TEST SALES HAND-OFF TO WORKCENTERS</li> <li>• STRESS SYSTEMS</li> <li>• STRESS WORKCENTERS</li> <li>• STRESS PROCESSES AND METHODS</li> </ul> </li> </ul>
--

# SERVICE READINESS PROCESS

- **PHASE 3 (CONT)**

- **TEST END TO END PROCESS**
  - SALES EXECUTION / SUPPORT SYSTEMS
  - ORDERING
  - PROVISIONING
  - MAINTENANCE
  - USAGE RECEIPT AND PROCESSING
  - RATING
  - BILL RENDERING
  - CUSTOMER SERVICING
  - PAYMENT PROCESSING
  - COLLECTIONS
  - JOURNALIZATION

- **CRITERIA TO MOVE TO PHASE 4**

- FULL AUTOMATION FOR ALL DATA EXCHANGES
- ALL METRICS MET
- INTERVALS MET 98% ON TIME
- ALL PROCESS AND SYSTEMS FUNCTION AS REQUIRED
- VOLUMES CAN BE SUPPORTED

AGBH 000452

07/01/96 MON 14:34 FAX 0082346411

BEDWINSTER

0010

# SERVICE READINESS PROCESS

PHASE 0	PHASE 1		PHASE 2	PHASE 3	PHASE 4
	OPERATIONS TRIAL		SRT	MARKET ENTRY	G.A.
DAY 0			DAY 90	DAY 30	DAY 30



**R. Reed Harrison III**  
Vice President  
Local Infrastructure & Access Management  
Regional Operations

Room 4ED103  
One Oak Way  
Berkeley Heights, NJ 07922  
908 771-2700  
FAX 908 771-2219  
AT&T Mail attmailrrharrison

July 1, 1996

**Mr. Donald W. McLeod**  
Vice President  
Regulatory and Government Affairs - East  
Local Competition/Interconnection Program Office  
HQE01E63  
600 Hidden Ridge  
Irving, Texas 75015-2092

Dear Mr. McLeod,

In response to the action item brought up at the 6/26 Executive Conference Call, AT&T has developed the following proposal on how to reach agreement on the interactive electronic interface. Based on your agreement to this proposal, coupled with the interim solutions that have already been developed, we would be able to reach closure on 27 items related to electronic interface.

It is AT&T's intent that GTE commit to work towards an Interactive Electronic Interface solution on the schedule and with the high level functionality shown on the attachment. The objective of this solution is to obtain a standard, real-time electronic interface, between the necessary AT&T and GTE databases, with common data elements to be used for Local Service Resale for Pre-Ordering, Ordering & Provisioning, and Maintenance.

Below is a more detailed description of this electronic interface solution:

**PRE-ORDERING:**

Today, when a customer orders service from their local company the customer representative, while on the line with the customer, establishes which features and services are desired by and available to the customer, provides the customer with a telephone number (if new service is being ordered), establishes the appropriate directory listing, ascertains if a service call is needed to install the line/service, and schedules a time and date for the

AGBR 000397

installation to take place. To be able to support this functionality for AT&T's local service business we will need Electronic Data Interface (EDI) to the following GTE databases;

- Street Address Guide (SAG) Database which would include the following information;
  - Address to LSO correlation
  - LSO Features and Services
  - NPA/NXX Assignment
- Number Assignment Database
- Service Installation Scheduling Database

#### **ORDERING & PROVISIONING:**

The service order should be transmitted from AT&T to GTE via an electronic interface in a standard data format (that includes all data necessary for directory listing adds, changes, and deletes; E911; etc.). Although the service provisioning process does not need to be real-time, confirmation of receipt of the service order should be available to AT&T in real-time. AT&T needs to monitor real-time the work order status (Firm Order Confirmation (FOC), Completion, Jeopardy, Rejects). To be able to support this functionality for AT&T's local service business we will need Electronic Data Interface (EDI) to the following GTE databases;

- FOC Database
- Directory Listings Database
- Service Activation Database
- Service Completion (entire order re-cap) Database

#### **MAINTENANCE:**

AT&T requires that the maintenance process begin when a trouble is reported into the Customer Network Service Center (CNSC) by the end user or the Local Service Provider (LSP). The CNSC is the Single Point of Contact (SPOC) for the end user and the LSP. Between the CNSC and the LSP, an electronic trouble ticket entry is required. Real-time trouble ticket tracking for status updates, Estimated Time To Repair (ETTR), dispatch, Time and Materials (T&M) charges, auto detects notification and ticket close-out. A method for feature verification or line option verification and correction on-line should also be in place as well as a dispatch jeopardy process.

Don, I understand that GTE and AT&T SMEs understand and agree to the functionality. It is also the view of AT&T SMEs that the timelines are both feasible and reasonably achievable. I look forward to your agreement.

Sincerely,

A handwritten signature in black ink that reads "R. R. Harrison III". The signature is written in a cursive style with a horizontal line underneath the name.

R. R. Harrison III  
Vice President  
Local Infrastructure and Access Management  
Regional Operations

Attachment

Copy to:

GTE

J. Peterson

C. Nicholas

AT&T

J. J. Beasley

R. Damji





R. H. Shurter

P. Walsh

AGBR 000399



**Proposal for AT&T/GTE Electronic Interface: Long Term Solution**

PHASE	KEY ITEMS	TIMEFRAME
Pre-Ordering	<ul style="list-style-type: none"> <li>• Develop Implementation Plan </li> <li><u>Dip into Pre-Ordering Databases</u> <ul style="list-style-type: none"> <li>• SAG (Street Address Guide)                             <ul style="list-style-type: none"> <li>• Address to LSO Correlation</li> <li>• LSO Feature &amp; Service Availability</li> <li>• NPA/NXX</li> </ul> </li> <li>• Phone # Database (Read available, Post new #s)</li> <li>• Service Activation Due Date</li> </ul> </li> </ul>	<p>1Q97</p> <p>4Q97</p>
Ordering/ Provisioning	<ul style="list-style-type: none"> <li><u>Firm Order Confirmation (FOC)</u> <ul style="list-style-type: none"> <li>• Develop Electronic FOC Implementation Plan </li> <li>• Electronic FOC </li> </ul> </li> <li><u>Ordering/Provisioning</u> <ul style="list-style-type: none"> <li>• Develop Implementation Plan</li> <li>• Review Status of New Orders</li> <li>• Service Activation Status (jeopardies)</li> <li>• Service Completion &amp; Recap</li> </ul> </li> </ul>	<p>3Q96</p> <p>2Q97</p> <p>4Q97</p>
Maintenance	<ul style="list-style-type: none"> <li>• Develop Implementation Plan </li> <li>• Issue Trouble Tixkets</li> <li>• Receive Confirmation, ticket # and ETTR (Est Time To Repair)</li> <li>• Access to Current Trouble Status</li> <li>• Completion Date &amp; Time and Resolution Description</li> <li>• Summary of Time &amp; Materials Costs</li> </ul>	<p>1Q97</p> <p>1Q98</p>

AGBR 000400

MEMO TO THE FILE FROM JOYCE BEASLEY  
TELEPHONE MESSAGES AND CONVERSATION WITH CONNIE NICHOLAS, COUNSEL  
TO GTE  
RE: COST STUDIES AND LOA

On Friday, June 28, Connie left me a voice mail regarding the cost studies. She was concerned about giving us authorization to see all of the cost studies ever filed in all of the states. She felt many would not be pertinent to our negotiations. She referred to the avoided cost study for California which was previously furnished as being the only appropriate avoided cost materials. She said they could provide the more recent cost studies for California, Florida, and Hawaii for unbundled network elements. She also said it would take some time to gather all of the information. She will provide that information directly to us, rather than entering into my proposed amendment to the confidentiality order.

On Monday, July 1, I talked with Connie and confirmed that she was gathering the information for the unbundled network elements cost studies for California, Fla., and Hawaii. I asked that she look into what she could provide for Texas. I told her that I understood that there should be some unbundled Texas information as a result of the Texas loop docket.

I also discussed with Connie the issues regarding LOA and Change As Is. She stated that GTE would change customers from GTE or another LEC to AT&T using the proposed LOA and FCC based procedures. They still will not consider the customer's oral authorization to change carrier's as authorization to provide the customer service record in order to do change as is. She again cited their fear of lawsuits and liability under the CPNI provisions of the Act. I asked her to consider our previous proposal to indemnify GTE. She said she would talk to her boss and get back to me. I told her that I would also confirm that indemnification was agreeable with AT&T.

AGBR 000420



---

Brian J. Haux  
Phone: (510) 224-4223  
Fax: (510) 224-4155  
email: poquake!bhaux

July, 1, 1996

Mirna,

For the chron file. I sent to Dan Bennett today via fax.

Brian

AGPL 004469



Brian J. Haux  
Manager - Local Services  
4480 Willow Rd. Room E-23  
Pleasanton, CA 94588-8594

Phone: (510) 224-4223  
Fax: (510) 224-4155  
email: atmail@haux

Dan Bennett - GTE

Dan,

Per our discussion last Friday 6/28/96

You had requested from AT&T that on our requirements matrix item 13F (4535) be restated to say that AT&T is requesting unbundled trunks from the switch rather than identifying the type of trunks that the switch should support. It is our belief that we have made it clear from the beginning of the unbundling negotiations that we were asking for trunk side unbundling of GTE switches to transport traffic to AT&T platforms and switches

Let me reiterate our requirement:

It is AT&T's desire is to purchase unbundled trunk groups from GTE to route traffic from our customers (on GTE switches) to AT&T platforms such as OS, DA, IECs etc. We have attempted to identify the types of trunks that we would need in matrix item 13F (4535).

Item 13F is as follows:

**Trunks**

- SS7 where available, MF where appropriate
- 64Kbs Clear Channel
- CAMA ANI - E911
- FGC to IEC Operator
- T1 to PBX
- PRI to PBX
- DS3
- FGB (950 access)
- and 64 Kb/s switched digital

*Future rates and interfaces as available (eg optical OC1, OC3)*

I hope that this clarifies any questions that GTE may have on this item. Please feel free to call me with any questions you or your team may have.

AGPL 004470



It's amazing what we can do together.

GTE TELEPHONE OPERATIONS - SERVICE FULFILLMENT TEAM  
545 E. John Carpenter Frwy., Suite 800, Irving TX 75062  
P.O. Box 1522, Irving TX 75015-2210

DATE: 7/2/96

TELEFAX TO:	DEPT./LOCATION:	FAX #:
<u>Brian Haux</u>	<u>ATT</u>	<u>310/224-4409</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

COVER PLUS 6 PAGES

FROM:	DEPT./LOCATION:	TELEPHONE #:
<u>Al Wood</u>	<u>Srv Act</u>	<u>214/718-1682</u>

COMMENTS:

Net Serv (Customer Network Control)

description & information

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Return FAX Number :  (214)719-7350  other-\_\_\_\_\_

# Description

- ABILITY TO REMOTELY ACCESS AND MANAGE FACILITIES.
- CONTROL IS ACCOMPLISHED THROUGH DCS CONTROLLERS.
- CONTROLLER IS DSSII NORTEL EQUIPMENT
- CNC PROVIDES ACCESS TO A VIRTUAL PARTITIONED AREA OF CONTROLLER.

## **EQUIPMENT / SOFTWARE REQUIREMENTS**

- SPARCStation 20, 32 MB RAM, 1GB disk, monitor
- 32MB memory expansion board (Sparc 20)
- S-Bus fast SCSI-2 Ethernet card
- Internal SunCD Plus — 7x24 H/W warranty
- 14 GB 8mm tape desktop BU drive
- US UNIX Country Kit — Sun OS on CD-ROM
- RTU's
  - Ingress net. protocol, & Window/4GL runtime
  - DV-Tools Runtime
  - OSF/Motif
  - DSSII/OVS

## **CNC CONSIDERATIONS**

- TO AUGMENT EXHAUSTED FACILITIES AN ORDER WILL BE REQUIRED TO OBTAIN ADDITIONAL FACILITIES.
- CNC PROVIDES MONITORING AND CONTROL OF ASYNCHRONOUS FACILITIES AT THE DCS.
- FACILITIES CAN BE CONTROLLED AT SPECIAL DCS HUBS.
- REARRANGEMENT CANNOT BE MADE IN THE MIDDLE OF DESIGNED CIRCUITS / FACILITIES



## **CNC FEATURES**

- CAPABILITY TO CHANGE, REARRANGE, REROUTE OR OTHERWISE CONTROL CIRCUITS.
- ACCESS TO A GRAPHICS REPRESENTATION OF THE NETWORK.
- MAY VIEW DCS GENERATED FACILITY ALARMS.
- A PRE PLAN CAN BE ESTABLISHED.
- INITIATE CHANGES FOR FACILITY PATHS AUTOMATICALLY.
- DEDICATED OR DIAL UP ACCESS TO THE CONTROLLER.

## **DSSII FEATURES**

- EVENT LOGGING SYSTEM (ELS)
- SERVICE MANAGEMENT SYSTEM (SMS)
- ALARM SURVEILLANCE SYSTEM (ALS)
- TOPOLOGICAL DISPLAY (TOD)
- SELECTED OBJECT TOOL (SOT)

## **CNC BENEFITS**

- ABILITY TO RECONFIGURE NETWORK.
- MINIMUM NETWORK SET UP TIME.
- CONTROL ADMINISTRATIVE AND LABOR COSTS.
- CIRCUIT ORDER IS NOT REQUIRED FOR CIRCUIT CHANGES.
- ABILITY TO SEE NETWORK ALARMS.

## REACT 2001 Remote Access and Test Operations Support System

### Key Features

• All-new system builds on years of Helimian experience in network testing

• Compatible with Helimian and other Transaction Language 1 (TL1) test and access equipment

• Performs transmission and protocol testing

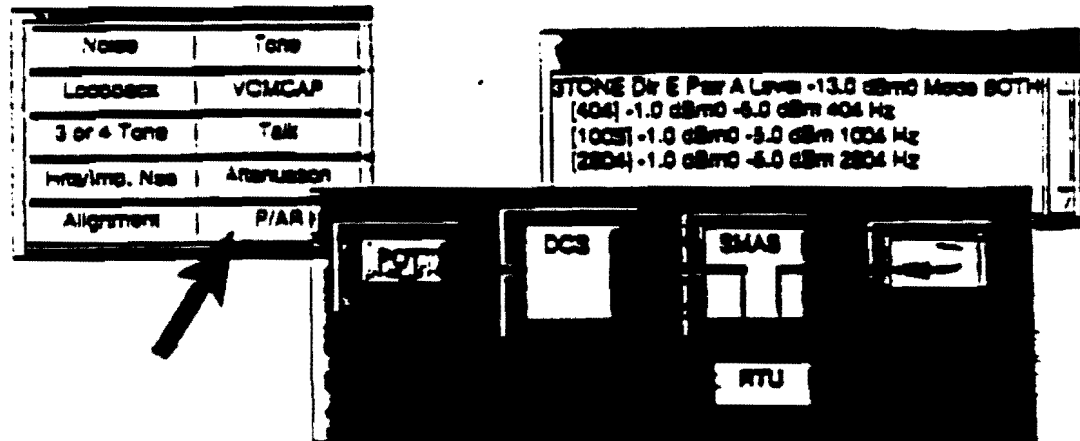
• Graphical user interface enhances ease of use

• Rapid test setup and concise display of test results

• Context-sensitive online help

• Flexible client-server architecture allows multi-site operation

• Open interfaces to external operations systems



### Network Testing Will Never Be The Same

#### New Generation of REACT

Helimian's REACT 2001 Remote Access and Test system is the modern operations support system for complete testing of digital and analog network services. The system builds upon Helimian's REACT 2000, the industry's leading operations support system for remote testing, but is an entirely new platform designed to optimize test center performance.

REACT 2001 carries forward the testing capabilities already enjoyed by the large base of REACT users. These capabilities include transmission testing, protocol testing, and performance monitoring. The system has the ability to test a wide range of circuit types. Efficient management of test resources, the circuit database, interactive and automated testing modes, and the SMARTTEST™ scheduler are also established features.

REACT 2001 integrates leading contemporary designs and standards for user interfaces, distributed architecture, and database management. The system provides a graphical user interface (GUI) that brings new levels of control and ease of use to technicians who provision and maintain analog and digital network services. REACT 2001's flexible software architecture and distributed computing configuration provide the foundation of a robust set of tools for both interactive

and automated testing. The REACT 2001 database is implemented using a relational model to enable information sharing with corporate databases and other operations systems.

Helimian's objectives with REACT 2001 are to deliver a test system that testers and administrators are eager to use and that meets management requirements for productivity and test duration.

#### A High Standard for Ease of Use

REACT 2001's graphical and character-based user interfaces provide powerful, yet easy to use, working environments for network technicians and administrators. These interfaces contain powerful features for the experienced technician with ease of use for novices.

The graphical interface allows rapid point-and-click selection of tests and parameters, with no need for repetitive selection of menu items or memorizing of multiple commands. One main window controls test setup and also surveys results. The graphical interface can be accessed from an X Window terminal or workstation. The character interface works with VT100 terminals or emulation packages and is suitable for local or remote user access.

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## *Advanced Design Architecture*

REACT 2001's software and hardware architecture makes full use of client/server relationships, relational database structures, and scalable UNIX-based systems. REACT 2001 application software resides on a platform that can be configured to satisfy virtually any operational requirement. The system's client/server modules and Motif-based X Window graphical user interface provide power, flexibility, and ease of use.

REACT 2001 also includes a powerful testing dialog capability using Helimian Command Language (HCL). It allows users to create sophisticated, reusable testing scenarios. REACT 2001's capabilities can be controlled using programmed interfaces, including the Helimian Command Language Interface (HCLI) and an interface based on the Common Management Information Services Element (CMISE) standard.

## *Comprehensive Network Support*

REACT 2001, with its family of related Helimian products, is the most advanced solution for interactive and automatic testing of a wide variety of network services, from analog private lines through high-capacity digital services. Powerful capabilities for monitoring, testing, and workflow management are now available in a package that is full-featured, well-integrated, and remarkably easy to use.

## *Features for the Test Technician*

REACT 2001 provides a wide range of functions and features for the network services test technician.

## *Testing Modes and Options*

- Interactive testing allows a technician to rapidly set up tests and view results
- Automatic testing places testing and disposition under control of external systems
- Transmission testing assures error-free operation of analog and digital facilities
- Protocol testing verifies high-level protocol operation using Protocol Vital Signs<sup>®</sup>, suitable for frame relay traffic and Switched Multimegabit Data Service (SMDS)
- Testing in database mode uses detailed circuit/access mapping from REACT 2001 database
- Entry of partial circuit ID retrieves list of all corresponding circuits in database

- Testing in nonrealtime mode allows manual entry of access point information
- REACT 2001 Emulator Mode simulates testing operations, providing an excellent environment for training or dialog development
- Users can adapt Emulator files to simulate virtually any testing situation

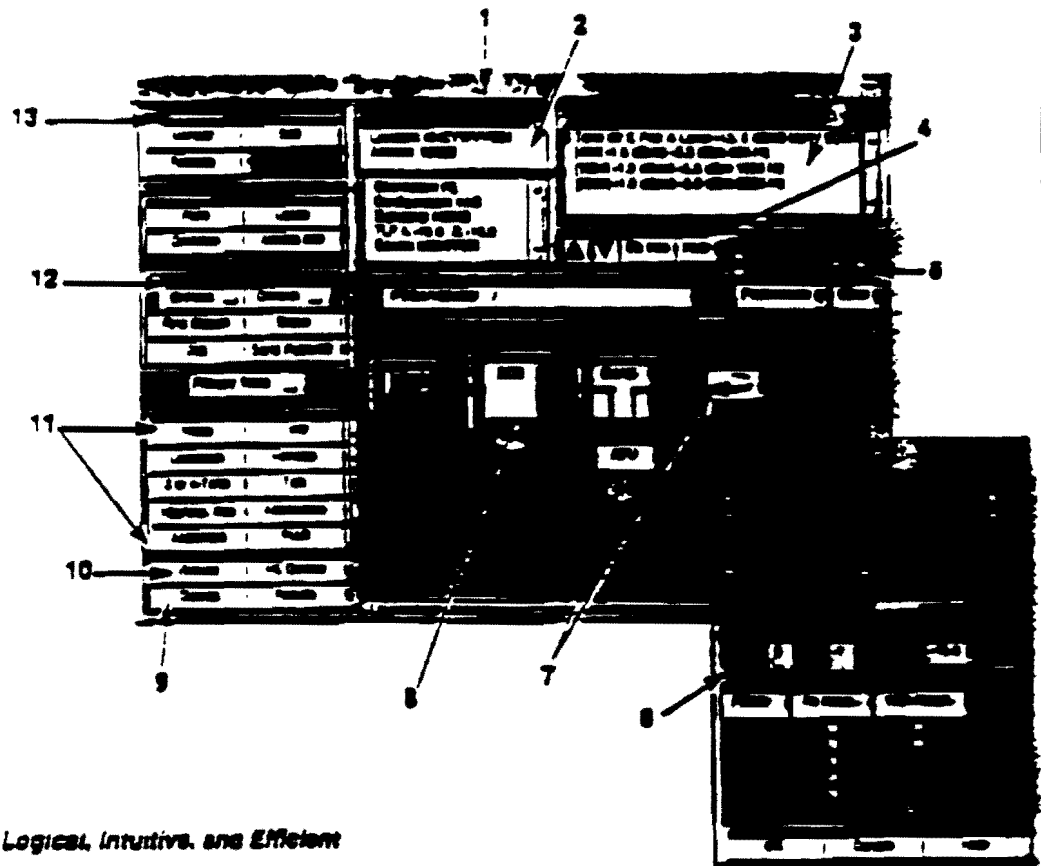
## *Selecting and Running Tests*

- Wide range of circuit types:
  - Analog 2-wire, 4-wire, and 6-wire voice; 2-wire and 4-wire data
  - Channelized voice and data
  - Digital Data Services, including subrates
  - Fractional T1
  - DS1
  - DS3
- At-a-glance selection of test type
- Quick setup of test parameters
- Easy manipulation of access functions: monitor, toll, and release
- Acceptance masks for evaluation of test results
- Edit and program testing dialogs using HCL
- SMARTEST executive allows scheduling of tests
- Performance data can be retrieved from network monitoring services
- User can stop test in progress
- Repeat last test with one command button
- Test resource table available from testing screen

## *Circuit Layout Displays*

- Graphical display of circuit layout and access points
- Testing configuration shows includes pair identification, transmit and receive levels, remote test units, and loopbacks
- Tester scrolls display to see all parts of a complex circuit
- Point-and-click on circuit nodes to open a monitor screen
- Dynamic changes of graphic symbols and color highlight testing activity

REACT 2001's Graphical User Interface



*Logical, Intuitive, and Efficient*

- |   |  |
|---|--|
| <ul style="list-style-type: none"> <li>1 Enter circuit ID and the test window appears</li> <li>2 Status window shows test conditions</li> <li>3 Results appear on same window - scroll to view entire test session</li> <li>4 Online help for all major features</li> <li>5 Multiple sessions - run two tests at once</li> <li>6 Selection boxes open as needed</li> <li>7 Test units and locopacks appear when used</li> </ul> | <ul style="list-style-type: none"> <li>8 Graphical circuit layout - click on access point</li> <li>9 Testing dialogs run complex command sequences</li> <li>10 Repeat or stop a test</li> <li>11 Command buttons for instant choice of test functions</li> <li>12 Quick setup of signaling options</li> <li>13 Easy control of circuit access</li> </ul> |
|---|--|

**Additional GUI and Help Features**

- Powerful features for the experienced tester are combined with ease of use for novices
- Eliminates menu-walking—provides easy point-and-click selections
- Fast setup increases technician productivity
- Single transaction sets up multiple measurements
- Run multiple test sessions on the same circuit
- Same basic screen layout for all circuits—command buttons, status area, and results

- Test window is automatically populated (according to circuit ID) with test selections for analog, HiCap, or digital data tests
- Context-sensitive online Help provides detailed descriptions of REACT 2001 testing operations
- Users can add their own notes to the Help displays

## **SMA™ Products to Manage Network Services**

REACT 2001 is the flagship component of Heikimil's Services Management Architecture™ (SMA), a family of specialized software modules using a common architecture for computing and communications. SMA products work together to provide a comprehensive approach for managing the installation and maintenance of network services. Each software module is a powerful operations support system in its own right, and together they offer the industry's strongest solution for measuring and maintaining high-quality network services.

### **TRKS Interface Module**

This module automatically extracts circuit data from Bellcore's Trunks Integrated Records Keeping System (TRKS) or Work and Force Administration (WFA) systems to populate the database of REACT 2001 or FM Integrator. The TRKS Interface Module keeps the Heikimil system synchronized with corporate databases and is the precursor to an open interface with Bellcore's Network System Database (NSDB).

### **Heikimil Database Download Module**

To automatically populate REACT 2001's circuit database from a non-TRKS system, Heikimil provides its own data specification and interface. Customers can format their data to meet Heikimil's specification and use this module to process the data into REACT 2001's database.

### **Automated Workflow Manager (AWM)**

AWM provides flowthrough testing of digital and analog network services for provisioning or maintenance testing. AWM grabs trouble tickets from WFA, initiates testing through REACT, analyzes the test results, isolates the problem, and recommends a dispatch. All processing is performed without human intervention.

### **Interactive Workflow Manager (IWM)**

IWM provides the REACT 2001 team with an informative log showing circuit under test, as well as orders or incoming tickets from workforce management systems such as WFA. With a quick point-and-click on the ticket, the team can open a REACT 2001 test session on the circuit ID or begin an investigation of the circuit's performance with FM Integrator. When testing is complete, IWM hands the ticket back to the workforce management system with test results and team comments.

### **Protocol Vital Signs (PVS)**

PVS gives technicians the power to troubleshoot protocol-based services, such as frame-relay and SMDS, and to identify customer data problems on private line circuits. Bridging the gap between protocol and transmission testing, PVS monitors circuit performance at the level of protocols including System Network Architecture (SNA), X.25, and others. PVS makes observations and suggestions for circuit maintenance or repair and performs intrusive testing when required.

### **FM Integrator™**

FM Integrator automatically collects circuit performance data from network elements and allows the technician to view, manipulate, and analyze the data. FM Integrator measures the quality of network services and helps anticipate when service quality levels will fall out of tolerance. These functions enhance surveillance of DS1, DS3, and Synchronous Optical Network (SONET) services.

**Features for the System Administrator**

REACT 2001 provides the administrator with effective tools for maintaining the REACT 2001 databases and ensuring system security.

**Database Maintenance**

- Database types include:
  - Authorize users
  - Circuit and access
  - Acceptance matrix
  - Test results
  - Bookmark test results
  - System activity log
  - Alarm notification
- Administrator can add comments to an existing database
- Import data functions available for database contents
- Additional database functions include management of test resources and related devices:
  - Communications ports
  - Remove test unit
  - Setup concentrators
  - Monitor matrix nodes

**Security Features**

- Administrator assigns passwords for users and database files
- User privileges can be assigned to limit user access by circuit type, test type, accounts, etc.

- Callback feature verifies identity of remote logins

**User Interface and Help**

- GUI and character-based interfaces offer the same convenience provided for test technicians
- Online help explains administrative features and options

**REACT 2001 System Architecture**

REACT 2001 is built upon a distributed computing architecture that supports configurations of one centralized database or multiple regional databases (see illustration). Test engines and network element interfaces can be distributed to regional locations to optimize operations and communications. User interface software can reside at the user's desktop, in local servers, or on a centralized processor. This high level of flexibility supports the concept of placing processing power where it is needed.

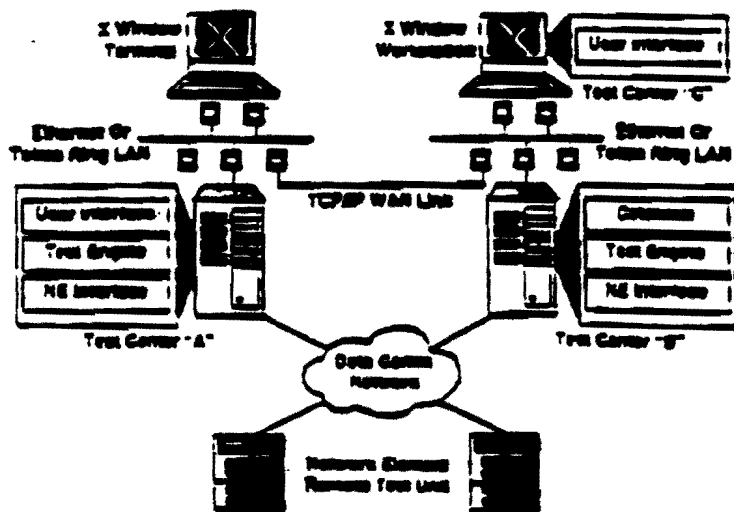
**Software Architecture**

REACT 2001 uses layered software modules which perform specific tasks and can be installed to meet specific customer requirements. The software modules can be grouped into several major functions: user interface, external programmer interface, test interface, external programming interface, and administrative services (see illustration on next page).

**External Systems Interfaces:**

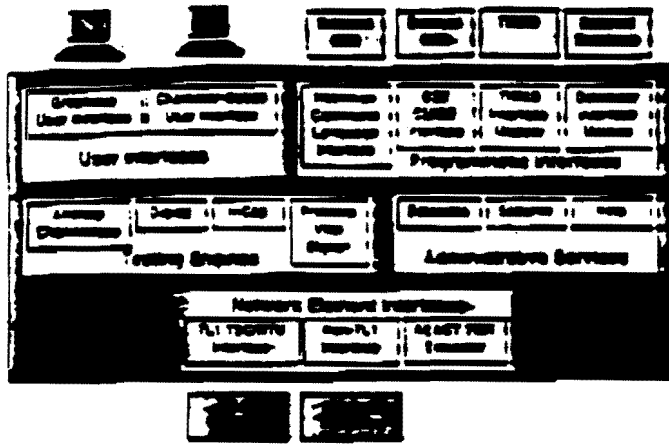
REACT 2001 provides machine-to-machine (programmatic) interfaces to other operations support systems and databases:

- Helixman Command Language Interface allows other systems to control the full testing functionality of REACT 2001
- OSI/CMISE interfaces allow access by systems such as WPA and MSDB
- Helixman's TRKS Interface Module populates circuit database from TRKS Work Order Record and Details (WORD) documents
- The Helixman Database Download Module retrieves circuit information from non-TRKS databases





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REACT 2001 Software Architecture

feature  
 will be  
 available  
 in  
 March  
 1991

### Customer Interface

Third-party users can access and test their own circuits using the REACT Customer Interface Module. This module gives the third-party user access to a high-quality user interface and a wide range of testing services.

### Computer Platform

The REACT 2001 system is available on a high-performance computer platform, the IBM RISC System/6000. This platform incorporates Reduced Instruction Set Computer (RISC) technology and runs AIX, IBM's version of the UNIX operating system. The RISC System/6000 provides reliability, scalable architecture, and excellent price-performance characteristics. A high availability configuration also is available. Hekimian is prepared to port the REACT 2001 application to other UNIX platforms to meet specific customer requirements.

### System Capacity

REACT 2001 software is capable of supporting hundreds of users and several million circuit test facilities. The actual number is dependent upon the computer platform and disk systems installed and the distribution of client/server elements within the configuration.

### HCL and Testing Dialogs

The Hekimian Command Language (HCL) is a key element in REACT 2001's distributed architecture. HCL is used for communication between client/server user interfaces and other software modules, for user-programmed test sequences, and for external access to testing functions. HCL is the basis for a three-level structure used by REACT 2001 for control and communication:

- HCL provides command syntax and data formats for performing all basic functions in REACT 2001. HCL includes low-level functions for both testing and administration areas, along with conditional IF-THEN-ELSE statements and other programming functions that provide decision making and control flow. REACT 2001 client/server software modules communicate by using HCL messages.

- *Testing Dialogs* use the basic HCL functions to build up complex tests and other high-level REACT 2001 functions. Each testing dialog is a defined sequence of HCL commands that can be stored and edited as a separate file. These commands are ideal for developing automated routines for flowthrough testing and can also be used for interactive tests. Users can record test sessions and turn them into dialog files which can then be edited or run under test mode.

- *External Command Language Interface (HCLI)* allows an OSS or other external system to communicate with and control REACT 2001. HCLI provides an application programming interface that enables the external system to execute any individual HCL command or run a complete testing dialog.

# Specifications

## Circuits Tested

Analog Local Loops	
Channelized PCM Voice	
DS1/T1 Data Facilities	
Fractional T1 Data Facilities	
DS3 Data Facilities	
DDS Circuits including:	DS0A - Switched 56 kbps or 64 kbps data or subrate DS0B - Subrate channels of 19.2 kbps, 9.6 kbps, 4.8 kbps, or 2.4 kbps

## Protocols Tested

(Requires optional Model 6351 Protocol Vital Signer Test System)

PVS Mode detects and analyzes the following protocols:

SNA, Bisync, X.25, Frame Relay, G-Tech Lottery, LTS-400

Analyser Mode decodes the following protocols:

SNA, X.25, ISDN (Q.921/Q.923), QLLC, Frame Relay, SMDS

## Remote Test Units

The following Helman RTL's are compatible with REACT 2001:

- Model 3219A Metallic Access Remote Test System
- Model 3270 Small Office Test System
- Model 3560 Digital Loop Carrier Remote Test Unit
- Model 6700 Digital Remote Test Unit
- Model 6301 DS1 Performance Unit
- Model 6302 DDS Test Unit
- Model 6305 DS3 Test Unit
- Model 6351 Protocol Vital Signer Test System

REACT 2001 also controls a wide variety of digital cross-connects, test access units, and remote test units that conform to Transaction Language 1 (TL1) per Bellcore TR-NWT-000834, Issue 4.

## Computing Platform

Helman supplies the IBM RISC System/6000 computer platform for REACT 2001 in a variety of system configurations (desktop, desktop, rackmount) designed to site requirements.

### Typical Configuration

IBM RISC System/6000 Computer	(with 8mm tape drive, approximately 32MB RAM and disk drives)
Communication Interfaces	Asynchronous port cards as required. Ethernet, token ring, or X.25 interface cards
System Console	Graphics terminal
System Printers	Text-based for test results, color for graphics
Additional Equipment	Minimums modem, modems/cables
User Licenses	AIX Operating System, Relational Database
Helman Site Engineering Support	Installation, software integration, acceptance testing

### Siting Requirements

Location	Connections available to LAN/WAN communication facilities and public voice/data services.
Environment	Temperature controlled from 16 to 32°C (60 to 90°F); Humidity controlled from 20% to 80% (non-condensing).
AC Power	100 to 125 VAC at 60 Hz supplied by a dedicated circuit from an unacceptible power source. (Connect using voltage with system configuration.)

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## Compatibility

The AIX operating system is compliant with the following standards:

POSIX 1.3, X/Open  
Portability Guide (Issue 3),  
OSF/Motif, X Window  
System (X 11 Release 5),  
Network File System

## Graphics Terminals

The REACT 2001 GUI runs on the following terminals and workstations. Monitors should be 14-inch or larger with at least 1024 by 768 resolution:

X Terminals	X Terminal designed for graphical applications.
X Workstations	UNIX workstations with X Window System
PC Workstations	PC with 66-MHz 486 processor or higher. X Terminal emulation package.

## REACT 2001 Software Modules

REACT 2001 Testing Module with Database  
Includes Analog, Channelized, DDS, and DSJ Testing.  
Includes Database software.

Model Number	
7710-01	Up to 16 test sessions or 100 test resources
7710-03	Up to 64 test sessions or 300 test resources
7710-09	Up to 256 test sessions or 1000 test resources

Distributed Server Module (No Database)  
Distributes User Server or Test Server functions to an additional site.

Model Number	
7711-01	Up to 16 test sessions or 100 test resources
7711-03	Up to 64 test sessions or 300 test resources
7711-09	Up to 256 test sessions or 1000 test resources
7711-09	Individual User Interface Module

## Additional Modules

Model Number	
7712-01	REACT 2001 PVS-Digital (requires REACT 2001 Testing Module)
7712-11	REACT 2001 TRKS Interface Module
7712-12	HelixData Database Download Module
7712-13	Automated Workflow Manager

Maintenance and support are available for each software module.

AIX is a registered trademark of International Business Machines Corp.  
Linux is a registered trademark of Linus Torvalds.  
Posix is a registered trademark of IEEE.  
OSF/Motif and X Window System are registered trademarks of International Business Machines Corp.  
TRKS is a registered trademark of HelixData.  
X Window System is a trademark of MIT.  
LINUX is a registered trademark of Linus Torvalds.

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001

AGPL 004507



July 8, 1996

HQE01E63  
600 Hidden Ridge  
P.O. Box 152092  
Irving, TX 75015-2092  
214/718-6330  
FAX: 214/718-1279

R. Reed Harrison III  
Vice President  
Local Infrastructure and Access Management  
Regional Operations - Room 4ED103  
One Oak Way  
Berkeley Heights, NJ 07922

Dear Reed:

We have reviewed your proposal for an enhanced interactive electronic interface submitted to us on July 1, 1996. I appreciate your efforts to provide, in a more detailed form, AT&T's request and proposed time lines for developing longer term enhanced electronic interfaces for service delivery. GTE shares AT&T's objective of the need for interactive systems and processes to ensure efficient exchange of information between industry providers of local telephone service.

However, as we have communicated on a number of occasions, we are not prepared to commit to, or for that fact, any plan providing specific time lines and requirements for electronic interfaces until a number of issues are resolved. This is driven by the following considerations:

1. GTE is establishing acceptable methods for electronic transmission of local service orders, directory listings, directory data base updates, and for confirmation of orders. In addition, our proposal on 800 number will be available for real time number assignment and installation due date scheduling. GTE is planning an initial batch feed which would make it possible for AT&T to establish its own Street Address Guide. The work plan for this capability will be available for your review on July 9, 1996. With your agreement on cost recovery methods, we should be able to move to implement these capabilities in the August 1996 time frame.
2. Enhanced electronic interfaces, by their nature, need to be designed to consider the needs of all ALECs GTE does business with. Industry standard data formats will need to be developed for the efficient exchange of information between local exchange carriers. Because this is an industry issue, solutions developed will need to consider processes and standards developed by the OBF.
3. The Act does not establish a requirement that an ALEC must be able to offer

AGBR 000916


Mr. R. Reed Harrison III  
July 8, 1996  
Page 2

customer services at total parity with an ILEC. GTE rejects the notion that AT&T's entry into the local service business be subsidized by unsubstantiated discounts for "operational parity." Discounts (up to 16%) in your local service resale pricing proposal have no relationship to the avoided cost standard in the Act. Making such a proposal provides no reasonable incentive for GTE to even consider your request for enhanced operational interfaces.

4. From the outset, GTE has identified price as a key enabler to facilitating agreement on a number of related issues. AT&T has elected to ignore GTE's resale pricing proposal and has submitted a counter proposal that is ridiculous and insulting. As I understand your offer for local service resale, you are proposing discounts in the range of 50% - 60% for Basic Services and from 75% - 85% for Vertical Services. As we have communicated before, we believe it would be a waste of valuable time and resources to establish a work plan for developing enhanced electronic operational interfaces until we can agree on features and services available for resale and the prices for those service.

Hopefully, as the time runs out on our opportunity to reach a negotiated AT&T agreement, we will evolve to more reasonable approaches and solutions. Until GTE's primary need is satisfied (the price for our wholesale services), we will find it very difficult to reach closure on a number of related issues.

Sincerely,

*for*   
Donald W. McLeod  
Vice President-Local  
Competition/Interconnection

DWM:mlh

c: Distribution List

AGBR 000917

July 8, 1996

c: Distribution List

J. J. Beasley - AT&T  
D. Bennett - GTE  
M. Billings - GTE  
F. W. Compton - GTE  
R. Damji - AT&T  
J. W. Honabarger - GTE  
C. E. Nicholas - GTE  
J. C. Peterson - GTE  
M. C. Seaman - GTE  
R. H. Shurter - AT&T  
P. Walsh - AT&T

AGBR 000918

July 9, 1996

HQE01G32  
600 Hidden Ridge  
P.O. Box 152092  
Irving, TX 75038  
214/718-5988  
FAX: 214/718-1279

Mr. A. Rasul Damji  
AT&T Local Infrastructure and Access Management  
District Manager  
Room 2EA148  
One Oak Way  
Berkeley Heights, NJ 07922

Dear Rasul:

At the July 3, 1996, Executive Team conference call, GTE outlined a process that has been developed for AT&T to provide access to due date assignment via an 800 number. The outline was contained in Core Team Issue #006. During the call, AT&T requested a more detailed write-up of the process to facilitate closure of Issue #006. This letter provides the requested detailed write up.

Due dates for installation will be provided for resold single line services (R1/B1) via the same 800 number used for number assignment. For the installation of all other services, the due date will be provided via the Firm Order Confirmation (FOC).

While on-line, AT&T will need to provide the basic information (specifics to be determined) in order to accomplish the reservation task. Once the reservation date has been established, AT&T will need to issue and deliver the associated Local Service Request (LSR) on the same day as the contact before 12:00 noon, local time, for contacts made in the a.m. For contacts made after noon, the LSR must be received by 12:00 noon, local time, on the day following the contact. Local time is the time for the state in which service installation is requested. For a.m. contacts, if the LSR is received after noon of the same day, a revised installation due date will be established based on the standard interval for the type of order requested.

The following intervals have been established to process orders:

**Conversions:**

- A standard 3 day interval will be assigned for requests which involve conversion of accounts (from GTE to AT&T) with no change in the account or for conversion of accounts with vertical service changes.

**New Installs:**

- Express Dialtone (EDT) and central office reconnects will initially be assigned a 3 day interval. If AT&T designates a desired due date (DDD) and indicates an

AGBH 000454

Mr. A. Rasul Damji  
July 9, 1996  
Page 2

expedite on the LSR, GTE will provide an earlier due date for EDT and CO reconnect situations, matching the DDD if possible.

- For services requiring dispatches, the due date assignment will be the next available date from due date manager (DDM). If DDM is down, the due date will default to a 5 day interval. In those few locations where DDM is not utilized, a 7 day interval will be assigned.

Where applicable, GTE will apply expedite charges. For Express Dialtone conditions where AT&T provides a desired due date and authorizes an expedite, the expedite charge will be waived unless, the expedite creates a requested interval less than a normal EDT interval. The attached table outlines the standard interval for various types of order activity for your reference and review.

If further subject matter expert discussions are necessary, please notify me so we can bring the right people together. If you have any further questions or desire further clarification, please contact me.

Sincerely,



John C. Peterson  
Manager - Intercompany Compensation

JCP:mlh  
Attachment

c: D. Bennett - GTE  
M. Billings - GTE  
F. W. Compton - GTE  
J. W. Honabarger - GTE  
C. E. Nicholas - GTE  
M. C. Seaman - GTE  
R. H. Shurter - AT&T

AGBH 000455



#006  
**DUE DATE ASSIGNMENT**  
 R1s and B1s ONLY (prior to LSR issuance)

ACTIVITY	STANDARD INTERVAL	COMMENTS
- Conversion/no change	3 days*	
- Conversion W/change	3 days*	vertical services
- Records	3 days*	
- New Install (single line) - CO Reconnect	3 days*	
- CO Reconnect W/DDD	</=3 days	DDD W/receipt of LSR if possible
- CO Reconnect W/DDD/ EXP	</=3 days	DDD, if possible/EXP charge, if applicable
- DDD, no CO reconnect	Orig Commitment	
- EDT	3 days*	
- EDT W/DDD	</= 3 days	DDD, if possible
- EDT W/DDD/EXP	</=3 days	DDD, if possible, EXP charge, if applicable
- Field Installations	NAD*	
- Field installation (DDM down)	5 days*	
- Field installation (no DDM)	7 days*	

The ALEC must issue and deliver the associated LSR on the same day before 12:00 noon, local time. If LSR not received by 12:00 noon, add a day to standard interval.

\*Information that will be provided to ALEC over the phone

DDD - Desired Due Date  
 EDT - Express Dial Tone  
 EXP - Expedite Charge  
 DDM - Due Date Manager  
 NAD - Next Available Date

"dda7-8"

AGBH 000456

Re: Telephone Call to D. W. McLeod by R. H. Shurter (214-718-6330)  
Date: July 9, 1996

I called Don to inquire what suggestions he would have on how we might start working price negotiations. We have sent them our comprehensive proposal and have not heard back. Given we had the Executive Summit scheduled for July 17, 18 and 19, I wanted to make sure we could address pricing.

Don stated that GTE couldn't agree to the TSR percent discount in our proposal and that they did not agree with the Hatfield model as a basis for TSLRIC pricing. I suggested that we need to look to where each party might begin to change their position.

I went on to explain to Don, that if GTE was prepared to negotiate and move to a negotiated price agreement, AT&T would be very responsive. I explained that we liked the structure for TSR of a baseline %, plus volume discount, plus percent for operational inefficiency. Don said he was open to volume discounts as an idea but not operational inefficiencies. I mentioned that AT&T was willing to move off the LSR total percent discount noted in our proposal and that we might find another way to care for operational inefficiencies than including it in the % LSR discount. In addition, I explained that we needed to better understand GTE's "TSLRIC" pricing model and requested they bring such data to the summit. I added that, AT&T might be open to a premium added to "TSLRIC" once we had a better understanding of how GTE developed their costs. Don said he would try to get AT&T the "TSLRIC" cost data. I suggested that Don might want to think about our conversation and call me on Monday with any additional ideas he had on how we might move the pricing discussion forward. Don thanked me for calling.



AGBH 000457



Joyce Besley  
General Attorney

Room 3258D2  
295 North Maple Avenue  
Basking Ridge, NJ 07920  
908 221-6502  
FAX 908 953-8360

July 11, 1996

Connie E. Nicholas  
GTE Telephone Operations  
HQEO3J28  
600 Hidden Ridge  
Irving, Texas 75015-2092

Dear Connie:

It's critically important, as we prepare for next week's negotiation sessions, that we clear up some outstanding matters. You and I discussed these matters --involving cost studies and "change as is"-- over a week ago, on July 1.

At that time you undertook to send to me the unbundled network elements cost studies that GTE performed for California, for Hawaii, and for Florida. I requested also at that time that you send any other or additional information or studies GTE might have for unbundled elements, including loops, for Texas. I understood that all of this material would be furnished either last week or early this week. In any event, this material is essential in our preparations for the cost/price negotiations scheduled for next week.

Don McLeod, Reed Harrison, Ron Shurter and other Executive Team members emphasized the importance they attach to those imminent cost/price negotiations, and reiterated their individual and collective desire to achieve agreement on these enabling cost/price issues--notwithstanding that our respective proposals are far apart at present. Our ability to review GTE cost data can only assist our understanding of your positions and move us closer toward potential agreement. Toward this end, I am requesting additional cost information, as set out in Exhibit A to this letter. We would appreciate that information for all GTE states, with our priority on California, Texas, Florida and Hawaii.

AGBR 000872

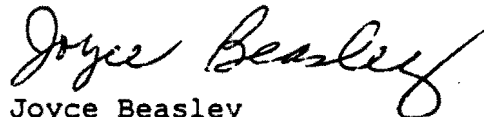
In the accompanying Exhibit A I have also included requests for information that will assist us and GTE in our further negotiation of issues relating to (i) the routing of operator and DA services; and (ii) dialing parity. On the former issue it will assist the negotiations if we can review and understand the arrangements GTE currently has with other companies regarding these services. In dialing parity, we have an issue that has not been finally resolved, especially as it relates to equal access and presubscription. Although GTE has filed implementation plans in a number of states, it is has not yet done so in a number of major jurisdictions, including Texas. Accordingly, I have requested information in the format shown on Attachment 3 of the accompanying Exhibit A.

On the "change-as-is" matter, I had in our earlier discussions proposed to address GTE concerns by means of an indemnification of GTE against claims of misuse of CPNI in connection with its employment of the blanket letter of authorization procedure proposed by AT&T. I can now confirm this indemnification as a firm offer from AT&T, in the hope that it will bring us to closure on this issue. (You are of course aware of AT&T's conviction that our proposed procedures do not violate the CPNI provisions of the Act). I will proceed with revised language for our proposed blanket letter of agency, and have it ready for your review prior to our meeting of next week.

I will very much appreciate your immediate attention to the cost study and related information requests described above and in the accompanying Exhibit A.

I am faxing this letter, Exhibit A and Attachment 1 to you. Due to their length, attachments 2 and 3 are being forwarded to you with the original letter by overnight mail.

Very truly yours,



Joyce Beasley

cc: Pat Walsh  
Reed Harrison  
Ron Shurter

AGBR 000873

JULY 11, 1996

ATTN REQUEST TO GTE TO PROVIDE DATA

For each of the following data requests, provide state specific responses for all of the States currently noticed for negotiation unless otherwise indicated; if data has previously been provided please indicate the date, document, and addressee.

1. For each of the end-user services or service categories listed on Attachment 1, provide the most current GTE ``retail'' TSLRIC (Total Service Long Run Incremental Cost) study and/or equivalent cost studies. If retail TSLRIC exchange cost studies are not available for one or more services, provide the most current GTE LRIC (Long Run Incremental Cost) studies for such services.

Provide non-recurring and recurring costs separately by rate element where available and by service option. Provide the requested information separately for residence and business services, where available. Business services costs should also be provided for Single-Line service, Multi-Line service, PBX Trunks, CentraNet elements, ISDN, Network Access Register Packages and Coin Telephone lines in a format similar to Attachment 1.

2. For each of the end-user services or service categories listed on Attachment 1, provide the most current GTE ``wholesale'' TSLRIC study and/or equivalent cost studies. If wholesale TSLRIC exchange cost studies are not available for one or more services, provide the most current GTE LRIC studies for such services.

Provide non-recurring and recurring costs separately by rate element where available and by service option. Provide the requested information separately for residence and business services where available. Business services costs should also be provided for Single-Line service, Multi-Line service, PBX Trunks, CentraNet elements, ISDN, Network Access Register Packages and Coin Telephone lines in a format similar to Attachment 1.

3. With respect to Local Services Resale, provide all the most current avoided cost studies, or any study that would support the ``wholesale'' discount on Local Services Resale. Provide all such studies on a state-specific basis. Include any studies supporting the GTE tariff filings providing for a 5% discount for resale of intraLATA services.

Provide recurring and non-recurring costs separately by element where available and by service option. Provide the requested information separately for residence and business services, where available. Business service costs should also be provided for Single-line service, Multi-line service, PBX Trunks, CentraNet elements, ISDN Network Access Register Packages and all types of Coin Telephone lines (including public and semi-public).

4. Provide all other cost studies on a state specific and service or element specific basis, including the following:

- \* The CostMod System - Loop Technology Model
- \* The CostMod System - GTD5 EAX Switching Technology Module
- \* Bellcore's SCIS - Switching Application Module
- \* The Levelized Annuity Pricing Program (LAPP)
- \* Embedded Cost Studies that identify the "retail" and "wholesale" costs associated with providing each of the services listed on Attachment 1.

Provide recurring and non-recurring costs separately by element where available and by service option. Provide the requested information separately for residence and business services, where available. Business services costs should also be provided for Single-line service, Multi-line service, PBX Trunks, CentraNet elements, ISDN Network Access Register Packages and Coin Telephone lines in a format similar to Attachment 1.

5. Provide the TSLRIC of providing switched and non-switched (special) access service. If a TSLRIC study is not available, provide the information based on available LRIC studies. This information should be provided separately for the following categories: (1) Local Switching, (2) Tandem Switching, (3) RIC, (4) DS1, (5) DS3. DS1 and DS3 costs should be provided on a per termination basis and on a per mile basis.
6. Provide TSLRIC cost studies, if available, or LRIC costs studies if TSLRIC studies are not available, for each of the following Unbundled Network Elements: (1) Network Interface Device, (2) Loop Distribution, (3) Loop Concentrator/Multiplexer, (4) Loop Feeder, (5) Loop Combination, (6) Local Switching, (7) Local Operator Services, (8) Local Directory Assistance, (9) Common Transport, (10) Dedicated Transport, (11) Digital Cross-Connect System, (12) Data Switching Element, (13) SS7 Message Transfer and Connection Control, (14) Signaling Link Transport, (15)

SCPs/Databases, (16) Tandem Switching, (17) Advanced Intelligent Network (AIN). (See Attachment 2 for definitions of Unbundled Network Elements).

7. Provide a copy of GTE's TSLRIC Cost Study supporting the Unbundled Element rates filed in Florida in Docket 950984-TP, and copies of any other TSLRIC Cost Studies filed in state proceedings regarding loops and/or unbundled rate elements.
8. Provide a detailed explanation of the methodologies and assumptions used in developing each of the studies provided in response to questions 1 through 7 above and all supporting documentation including workpapers and any other information or materials used in preparing the studies. Also specify the time periods covered by the studies and the sources of the information used in the studies and supporting the studies.
9. Provide copies of any agreements between GTE and all Local Exchange Companies addressing routing of operator services and directory assistance.
10. Also provide copies of any agreements between GTE and any GTE subsidiaries addressing routing of operator services and directory assistance.
11. Provide the same information identified in Attachment 3 concerning the types of switching equipment serving all GTE end offices and access tandems for all states. Validate that the information related to Kentucky (attached) is still accurate.

For all switching equipment serving GTE end offices or access tandems, provide information concerning the current generic software including the current dot release (for example, 5E9.2 for 5ESS).

For each switch type, provide the average per switch usage of the switch resource used to retrieve routing information (for example, number of line class codes for the Lucent 5ESS, the number of line attributes for the Nortel switches, etc.).

On a per switch basis for each switch identified above, provide the average number of rate centers.

For the same end offices and access tandems, indicate any software or equipment upgrades that are planned through year end 1998.

Attachment 1  
Company  
State

AGBR 000877

Retail Costs \_\_\_\_\_  
Wholesale Costs \_\_\_\_\_  
(check one)

Exchange Telecommunications Services  
By Element with References

EXCHANGE SERVICES	STUDY DATE		TYPE OF STUDY (1)		SERVICE COST		PAGE REFERENCE (2)	
	Business	Residence	Business	Residence	Business	Residence	Business	Residence
1. Basic Flat Rate								
2. Message Rate								
3. Smart Call								
4. Smart Call								
5. Smart Ring								
6. Remote Call Forwarding								
7. Direct Dialing Inward								
8. WATS								
9. Discount Toll Plans								
10. CentraNet/Digital (ISDN)								
11. Basic IntraLATA Toll								
12. ISDN								

- (1) TSLRIC, LRIC, Embedded, Other (specify study type, such as EDA)
- (2) Provide the page references from the study for the Business and Residence costs.



Attachment 2  
Unbundled Network Elements

This section provides definitions of the unbundled elements and high level technical requirements for those elements. The primary focus of this section is on the elements which support current switched services. Brief treatment is given to elements which support special services (e.g., private lines) and data services (e.g., frame relay).

As services and technology evolve there will be a need for additional unbundled elements.

**1. Network Interface Device**

**Definition:**

The Network Interface (NI) is a termination device which typically resides outside a residential premises and establishes the official network demarcation point. The device features two independent chambers which separates the public network termination from the consumer's inside wiring. This device provides a protective ground connection, and is capable of terminating fiber, coax or twisted pair cable.

**Illustrative Requirements:**

- The Network Interface (NI) provided by the LEC must meet applicable industry standards for NI.
- The LEC will be responsible for maintaining the NI device.

**2. Loop Distribution**

**Definition:**

The loop distribution is typically defined as the portion of the outside plant cable from the network interface (NI) at the customer's premises to the terminal block appearance on the distribution side of a feeder distribution interface (FDI). In case there is a distribution closure near the customer's premises, loop distribution consists of the drop between the distribution closure and the customer's NI and the twisted pair from the closure to the terminal block in the FDI unless a loop concentrator is located at the distribution closure, in which case distribution terminates at the concentrator/multiplexer. For a hybrid fiber-coax (HFC) application loop distribution consists of the outside plant cable connection that runs from the NI at the customer's premises to the fiber node termination, i.e. the point of multiplexing and optical to electrical conversion. Typically, loop distribution is copper twisted pair, but can also be coax or fiber, or a combination of these.

**Illustrative Requirements:**

The loop distribution provided to AT&T customers should be at least at parity in terms of design and performance with those provided to the

**Attachment 2**  
**Unbundled Network Elements**

LEC's own customers. Specific requirements include, but are not limited to:

**A. Physical:**

- Copper twisted pair facility, non-loaded for DLC and HFC based networks.
- Length of 26-gauge cable should not exceed 9Kft, including bridged tap.
- Total bridged tap length should not exceed 2.5Kft. No single tap should exceed 2.0Kft.
- Multigauge cable should be limited to 2 gauges.
- For single or multigauge cable consisting of 19, 22, or 24 gauge cable, the total length including bridged tap should not exceed 12Kft.

**B. Transmission:**

The maximum loss and resistance should be limited to 4.7dB and 750 ohms, respectively.

**3. Loop Concentrator/Multiplexer**

**Definition**

The digital loop carrier (DLC) equipment, fiber node termination (in HFC applications), channel bank, or similar equipment at which individual subscriber traffic is multiplexed/demultiplexed and/or concentrated/unconcentrated. On the customer end, derived pairs from the loop concentrator/multiplexer are typically terminated on the feeder side of the FDI distribution closure, or on the NI when the equipment is located at or within the customer's premises.

**Illustrative Requirements:**

The loop concentrator/multiplexer provided to AT&T customers should be at least at parity in terms of design and performance with that provided to the LEC's own customers. Specific requirements include:

**A. Transmission:**

- Voice Frequency: Support POTS (include. CLASS/LASS and OHT features), Coin, Multiparty, DID, PLAR, FSR, Manual Ring Down services.
- ISDN: Support basic rate ISDN service.
- DS1: Support DS1 low-speed interface that conforms to CB-119, ANSI T1.102-1993, and Bellcore TR-499 (B8ZS/AMI option).
- OC-3: Support OC-3 high-speed interface that conforms to ANSI T1.106-1988, T1.105-1991, and Bellcore TR-253.
- DS0 Digital Transport (2.4 through 64 Kb/s and Nx64), DS3. HDSL/ADSL.
- Point of Interface: Must support TR-303 DS1 interface to Local Digital Switch. Support of TR-08 modes 1 & 2 DS1 interfaces are optional. Also support Integrated Network Access (INA) DS1s for non-locally switched or non-switched special services.

Attachment 2  
Unbundled Network Elements

B. Signaling:

- Line Signaling: Support Loop Start, Ground Start and Reverse Battery signaling for low-speed services.
- ISDN Signaling: Support signaling for basic rate ISDN service.
- Network Signaling: Support channel-associated or common-channel signaling based upon interface requirements of the local switch. TR-303 signaling format must be supported. TR-08 mode 1&2 signaling formats are optional.
- TimeSlot Management Channel (TMC): Support TMC for TR-303 configuration or assignment of switch and feeder DS0 capacity on a per-call basis.

C. Performance:

- Synchronization: Support Loop-timing (recovered clock from OC-3 STS1 or DS1), free-running and hold-over modes.
- Signal Performance: Bit Error Rate (BER) less than  $10^{-9}$  for DS1 rate (excluding burst error seconds).
- Protection Switching: Automatic line switch initiated by signal fail and signal degrade conditions on received OC-3 signal. Automatic path switch initiated by STS1/VT1.5 path fail or path degrade conditions.
- Delay: The transmission delay between DS1 and OC-3 interfaces should be less than 50 microseconds.

D. Operations:

- Provisioning of analog and ISDN lines
- Semipermanent time slot assignment of ISDN D-channels using 4:1 TDM
- Semipermanent time slot assignment of dedicated DS0s for special services
- Capability for on-demand circuit testing of switched services
- Capability for on-demand path switching of Embedded Operations Channels (TR-303)
- Autonomous reporting of equipment, environmental, memory, data link and feeder alarms
- Capability for on-demand retrieval of DS1 and ISDN performance monitoring counts
- Provisioning of DS1 and ISDN performance monitoring thresholds
- Capability for on-demand loop-back testing for ISDN lines and DS1 feeder

4. Loop Feeder

Definition:

The medium on which subscriber traffic (multiplexed/concentrated or non-multiplexed/non-concentrated) is carried from the Main Distribution Frame (MDF) or DSX cross-connect panel in a central office or similar environment (e.g. closets in cases of remote sites, or head end in the case of HFC) to the loop concentrator/multiplexer (typically located at or near the feeder distribution interface or in

Attachment 2  
Unbundled Network Elements

the case of HFC, at the fiber node interface), or the feeder distribution interface in the case of direct twisted pair loops. The medium of the feeder can be copper, coax or fiber, or a combination of these.

Illustrative Requirements:

The loop feeder provided to AT&T customers should be at least at parity in terms of design and performance with that provided to the LEC's own customers. Specific requirements include, but are not limited to:

- A. Physical (only one of the following for any application):
- Copper twisted pair feeder: Individual twisted pairs between the Feeder Distribution Interface (FDI) and the MDF in the LSO of POTS, data, private line and ISDN services.
  - Metallic T1 feeder: Requires two conditioned pairs for each T1 line. The T1 lines terminate on DSX1 panels at each end. The function of the metallic T1 feeder is to transport a standard DS1 signal between a DLC remote terminal and the LSO.
  - Fiber feeder: Single mode fiber pair terminated on Lightguide Cross-connects (LGX) panels at each end, with optional SONET OC-3/OC-12 shelves to perform O/E conversion and mux/demux functions. The function of the fiber feeder is to transport standard DS1/DS3 signals between a DLC remote terminal and the LSO.
  - Hybrid fiber-coax feeder: A facility that combines a fiber connection from the LSO to a Fiber Node, for transport of voice, data, and video.
- B. Transmission:
- Maximum loop loss of 8dB (including loop distribution) for twisted pair feeder.
- C. Performance:
- Minimum signal-to-noise ratio of 35dB (measured at 1004 Hz).
  - No echo cancelers are allowed.
  - Maximum of 2 severely errored seconds (SES) per day.
  - Maximum down time per year of 10 minutes per DS0.

5. Loop Combination

Definition:

A loop can be considered a combination of the network interface, loop distribution and loop feeder, with or without a loop concentrator/multiplexer. The entire loop is the medium on which subscriber traffic (multiplexed or non-multiplexed, concentrated or non-concentrated) is carried from the MDF or DSX panel in a central office or similar environment (including those at remote sites) up to the termination at the NI at the customer's premise.

Illustrative Requirements:

Attachment 2  
Unbundled Network Elements

This combination is one example of how individual network elements can be put together to perform a higher level function. The loop provided to AT&T customers should be at least at parity in terms of design and performance with that provided to the LEC's own customers. In general, the requirements on the loop are a combination of the requirements on the separate loop elements: loop distribution, loop concentrator/multiplexer (if one exists in the loop), and loop feeder.

Note: While this and the previous sections focused on loops for switched services, unbundled loops will also be required for non-switched special services. This should include various options for customer premises to central office connectivity including, but not limited to Voice Frequency twisted pair loops, T-carrier systems, and SONET rings. It will also include for direct connection between customer premises without transiting a LEC central office.

#### 6. Local Switching

Definition:

An element which provides the functionality required to connect the appropriate originating lines or trunks terminated on the Main Distributing Frame (MDF) or Digital Cross Connect (DSX) panel to a desired terminating line or trunk. This functionality includes, but may not be limited to: signaling, signaling software, digit reception, dialed number translations, routing and recording, call supervision, dial tone, switching, telephone numbers, announcements, calling features and capabilities (including call processing), Centrex, Carrier Pre-subscription (e.g. LD carrier, intralata toll), CIC code portability capabilities, testing and other operational features inherent to the switch and switch software. It also provides access to transport, signaling (ISUP and TCAP), and platforms such as adjuncts, Public Safety Systems (911), operator services, directory services and Advanced Intelligent Network as determined by AT&T. Remote Switching Module functionality is included in the switch function. The switch elements used will be based on the line side features they support. The switch will also be capable of routing traffic to LEC owned network elements as well as non-LEC owned elements.

Illustrative Requirements:

Requirements for the Local Switching Network Element include but are not limited to the following which will be provided at least at parity with the LEC:

- Screening and Routing: route calls to end points or platforms (e.g. operator services) on a per customer or per class basis.
- Provisioning: activate a new customer or network interconnection on any of the interfaces described below (Note: this list of interfaces is not intended to be all inclusive):

Attachment 2  
Unbundled Network Elements

Lines:

Standard Tip/Ring  
Coin  
On-hook signaling (e.g. Calling Name Delivery)  
BRI ISDN  
TR08 - Digital Loop Carrier  
TR303- Digital Loop Carrier  
Direct in Dial to customer PBXs

Trunks - Note: SS 7 where available, MF where appropriate:

64Kbs Clear Channel trunks using SS7 signaling  
CAMA ANI - B911/E911  
FG C - IEC Operator  
T1 to PBX  
PRI to PBX  
DS 3  
Feature Group B (950 access)  
Switched Digital Service at 56 & 64 Kb/s  
Future rates and interfaces as available (e.g. optical OC1, OC3)

Note: "Trunk" interfaces may include interfaces to a customer as well as interfaces to another switch.

- Testing: perform routing testing (e.g. MLT) and fault isolation.
- Maintenance: repair and restore to service a customer line, equipment element or other maintainable elements.
- Performance: request and review performance data regarding a customer line, traffic characteristics or other measurable elements.
- Network Management: control congestion points such as Radio Station call-ins, network routing overflow, etc.
- Manual and customer originated trace.
- Recording
- Essential Service Lines
- Telephone Service Prioritization
- Relay Services for the handicapped
- Soft dial tone where needed by law and other lifeline features.
- At least parity of offerings to customers to include, but not limited to:
  - Residential Features
  - CLASS/LASS
  - Business/Centrex (for Centrex equivalent administrative capabilities)
  - Basic and Primary Rate ISDN
  - Advanced Intelligent Network Triggers supporting AIN features.
  - Future telecommunications features to be introduced by the Incumbent LEC

**7. Local Operator Services**

Definition:

**Attachment 2**  
**Unbundled Network Elements**

Those systems which provide for processing and recording of special call types which include toll calls, public telephone call types as well as other call types requiring operator intervention/assistance. Operator assistance call types would include BLV/EI (busy line verification/emergency interrupt), or provide an intercept functionality to those call types where the caller who dials a number that has been changed or disconnected.

**Illustrative Requirements:**

- Resale Operator Services from the LEC, branded AT&T utilizing AT&T's rates for both Card and Operator services functions and providing at least at parity for services delivered.
- Resale of LEC's Operator Services Null-Branding and utilizing AT&T's rates for both Card and Operator Services.
- Service deliverables to include the following:
  1. Local call completion - O+ and O-, billed to Calling Cards, Collect, and Third Party
  2. Billable - Time and Charges Etc.

**NOTE:**

The following is not acceptable to AT&T:

- Resale of LEC local operator service with LEC's branding and LEC's rates for Card and Operator Services.
- Resale of LEC local operator service non-branded and LEC rates for Card and Operator Services.

**8. Local Directory Assistance**

**Definition:**

The function for storing customer specific data and then providing assistance functions in obtaining customer listing data.

**Illustrative Requirement:**

- Directory Assistance branded AT&T.

**NOTE:**

Resale of LEC Directory Assistance and LEC branded is not acceptable.

**9. Common Transport**

**Definition:**

An interoffice transmission path (including the equipment and facilities) possibly shared with the LEC and/or other carriers (typically used for switch to switch transport within the LECs network). Common transport is used within the LECs network (not used between networks). This includes:

- Multiplexing functionality
- Grooming functionality (other than that provided by a DCS)

Attachment 2  
Unbundled Network Elements

- Redundant equipment and facilities necessary to support protection and restoration
- Cross-office wiring to a DSX or LGX where facilities from a switch, cross-connect, or other service platform are terminated.

Illustrative Requirements:

- Compliance with Bellcore/industry standards (format, interfaces, performance monitoring, alarms, etc.).
- Equipment/interface/facility protection (at least at parity with LEC capabilities).
- Redundant power supply and/or battery back-up (at least at parity with LEC capabilities).
- Spare facilities and equipment necessary to support provisioning/repair DMOQs.
- Performance/availability at least at parity with LEC facilities (at or better than Accunet T1.5/Accunet T45 CO to CO performance/availability specifications)
- Transport equipment/facility provisioning and maintenance provided by the LEC.
- Capability for real-time access to performance monitoring and alarm data affecting (or potentially affecting) AT&T's traffic (upon AT&T's request).
- Interfaces should include DS1, DS3, and SONET at various levels (OC-x).

**10. Dedicated Transport**

Definition:

An Interoffice Transmission Path (including the equipment and facilities) dedicated to a single carrier. This may include but is not limited to:

- Multiplexing functionality
- Grooming functionality (other than that provided by a DCS)
- Redundant equipment and facilities necessary to support protection and restoration
- Cross-office wiring to a DSX or LGX where facilities from a switch, cross-connect, or other service platform are terminated.

Distinction can be made between two types of dedicated transport:

**Type 1:** Transport between the LEC network (including unbundled elements) and another carrier's network (e.g., transport between a LEC switch and an IXC switch).

**Type 2:** Transport leased from the LEC to connect equipment within the LEC network (e.g. between DSXs in two different LSOs in a local area), or to connect equipment between the LEC network and the AT&T POP (e.g. DSX in the LSO to the AT&T POP for dedicated access).

Illustrative Requirements:



**Attachment 2**  
**Unbundled Network Elements**

**Type 1 Dedicated Transport**

- AT&T must be allowed to utilize existing transport facilities between the LEC and a second carrier (an IXC or another CLEC) to carry traffic destined for the other carrier.
- Compliance with Bellcore/industry standards (format, interfaces, performance monitoring, alarms, etc.).
- Equipment/interface/facility protection (at least at parity with LEC capabilities).
- Redundant power supply and/or battery back-up (at least at parity with LEC capabilities).
- Spare facilities and equipment necessary to support provisioning/repair DMOQs.
- Performance/availability at least at parity with LEC facilities (at or better than Accunet Spectrum of Digital services, Accunet T1.5/Accunet T45/Accunet T-155, CO to CO performance/availability specifications)
- Transport equipment/facility provisioning and maintenance provided by the LEC.
- Capability for real-time access to performance monitoring and alarm data affecting (or potentially affecting) AT&T's traffic (upon AT&T's request).
- Interfaces should include DS0 DS1, DS3, and SONET at various levels (OC-x).

**Type 2 Dedicated Transport**

**Transport Technology Options** -- The LEC should provide the following transport technology options:

- Currently provided transport services (e.g., T1/T3 transport services)
- SONET Line switched rings - OC-48 (and OC-192 future)
- SONET Path switched rings - OC-3 and OC-12
- SONET point-to-point transport systems

**Existing Transport Service** -- The LEC should continue support of current service.

**SONET Transport Requirements** (applies to rings and point-to-point) include but are not limited to:

- Compliance with SONET and Bellcore standards (format, interfaces, performance monitoring etc.)
- Capability for real-time access to all SONET performance monitoring and alarm information.
- Equipment/interface/facility protection
- Redundant power supply/battery back-up
- Synchronization from both a primary and secondary Stratum 1 level timing source
- Interworking with SONET standard equipment from other vendors
- Data Communications Channel (DCC) connectivity
- Spare facilities and equipment needed to support provisioning/repair DMOQs
- Electronic provisioning control (on request)

Attachment 2  
Unbundled Network Elements

- Connectivity between locations designated by AT&T

Performance/availability per the table below for point-to-point service:

Performance			Unavailability	
ES/Day	‡ EFS/Day	SES/Day	Minutes per month per span	Minutes per year per span
25	99.97	1	< 0.25	< 0.5

**SONET Ring Requirements (include but are not limited to):**

- Diverse fiber routing and building entrances
- Dual ring interworking support
- No single point of failure
- Protection lock-out and support of extra traffic (Line switched rings only)

**Interface Requirements (include but are not limited to):**

- Support for the following interfaces (per AT&T's request):
  - DS1 (Extended SuperFrame - ESF)
  - DS3 (C-bit Parity)
  - STS-1 (VT-based) - desired interface at an AT&T service node
  - OC3 or OC-12
- Physical Point of Termination (POT) between networks
  - DSX1 for DS1s
  - DSX3 for DS3s or STS-1s
  - LGX for OC-3 or OC-12
- AT&T craft provided full time access to the POT

**11. Digital Cross-Connect System (DCS)**

**Definition:**

An element which provides automated cross-connection, facility grooming, bridging, point to multipoint connections, broadcast and automated facility test capabilities. The element may also provide multiplexing, format conversion, signaling conversion, etc. Cross-office wiring to a DSX or LGX where facilities from a switch, another cross-connect, or other service platform are terminated are included as part of this element. In cases where automated cross connection capability does not exist a "cross connect system" will be defined as the combination of DSX patch panels and D4 channel banks or other DS0 and above multiplexing equipment used to provision the function of a manual cross connection.

**Illustrative Requirements:**

- AT&T must be allowed access to all LEC Digital Cross-Connect Systems including but not limited to:
  - DS0 cross-connect with DS1 interfaces
  - DS1/VT1.5 cross-connect with DS1, DS3 and SONET interfaces

**Attachment 2**  
**Unbundled Network Elements**

- Capability for real-time reconfiguration capabilities.
- Capability for real time access to integrated test equipment and other integrated functionality
- SONET to asynchronous gateway functionality
- Compliance with Bellcore/industry standards (interfaces, performance monitoring, alarms, etc.).
- Equipment/interface protection (at least at parity with LEC capabilities).
- Redundant power supply and/or battery back-up (at least at parity with LEC capabilities).
- Spare facilities and equipment necessary to support provisioning/repair DMOQs.
- Performance/availability at least at parity with LEC
- Capability for real-time access to performance monitoring and alarm data affecting (or potentially affecting) AT&T's traffic (upon AT&T's request).
- The LEC must continue to administer and maintain the cross-connect including updates to the control software to current available release.

**12 Data Switching Element**

**Definition:**

An element which provides data services (e.g. packet transport , frame relay or ATM) switching functionality that is required to connect the facilities from the User to Network Interface (UNI) to either another UNI or to a communications path at the Network to Network Interface (NNI).

**Illustrative Requirements:**

- Switch features and functionality (e.g., signaling and connection control, broadcast capabilities, traffic shaping/congestion control, etc.) at least at parity with the LEC.
- Standard interfaces (DS0, DS1, fractional T1, DS3, STS-1, OC-3, OC-12, etc.)
- AT&T services must be given equal priority during overflow/congestion conditions.
- Capability for real time access to integrated test equipment and other integrated functionality
- Equipment/interface protection (at least at parity with LEC capabilities).
- Redundant power supply and/or battery back-up (at least at parity with LEC capabilities).
- Spare facilities and equipment necessary to support provisioning/repair DMOQs.
- Performance/availability at least at parity with LEC
- Capability for real-time access to performance monitoring and alarm data affecting (or potentially affecting) AT&T's traffic (upon AT&T's request).
- The LEC must continue to administer and maintain the switch.

Attachment 2  
Unbundled Network Elements

13 SS7 Message Transfer and Connection Control

Definition:

Figure 1 depicts SS7 Message Transfer and Connection Control. This element enables the exchange of Signaling System 7 (SS7) messages among switching elements and database elements. It includes all functions of the Message Transfer Part (MTP), Signaling Connection Control Part (SCCP), and the Operations, Maintenance and Administration Part (OMAP) of SS7 commonly performed by Signaling Transfer Points (STPs). This element is sometimes referred to as the STP, but it also includes the transport of SS7 messages over signaling links connecting switching elements to STPs, database elements to STPs, and STPs to STPs.

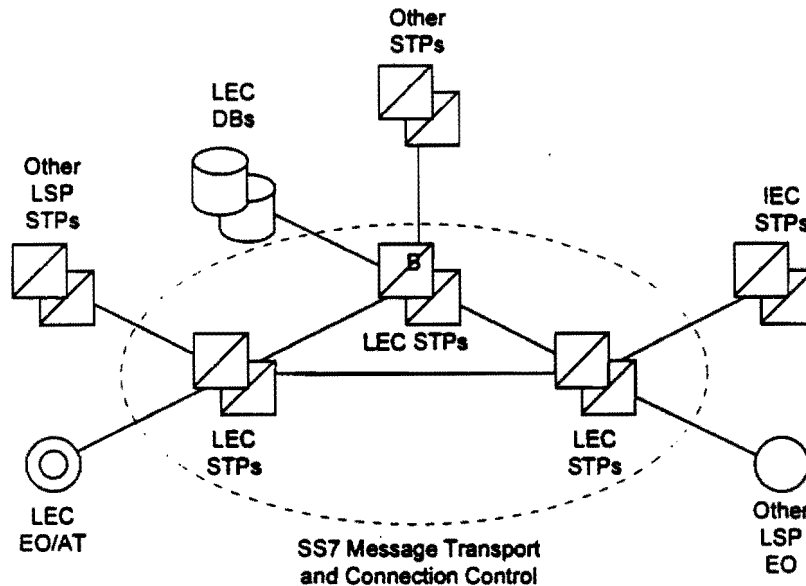


Figure 1. SS7 Message Transfer and Connection Control.

Illustrative Requirements:

This element shall provide access to all other elements connected to the LEC SS7 network. These include:

- LEC switching systems.
- LEC databases.
- Other LSP switching systems.
- Other LSP STPs.
- Other IEC STPs.
- Other (3rd-party-provided) STPs.

This element shall include options to connect AT&T local switching systems or STPs to the LEC SS7 network. These options shall include:

- A-link access from AT&T local switching systems.

Attachment 2  
Unbundled Network Elements

- D-link access from AT&T local STPs.

These options shall also include the option for AT&T to define the Signaling Points of Interconnect (SPOIs), as well as the option for the LEC to define the SPOIs.

These options shall also include interoffice and intra-office diversity of facilities and equipment, such that

- No single failure of facilities or equipment causes the failure of both links in an A-link layer.
- No two concurrent failures of facilities or equipment causes the failure of all four links in a D-link layer.

This element shall provide all functions of the MTP as specified in ANSI T1.111. This includes:

- Signaling Data Link functions, as specified in ANSI T1.111.2.
- Signaling Link functions, as specified in ANSI T1.111.3.
- Signaling Network Management functions, as specified in ANSI T1.111.4.

This element shall provide all functions of the SCCP necessary for Class 0 (basic connectionless) service, as specified in ANSI T1.112. In particular, this includes Global Title Translation (GTT) and SCCP Management procedures, as specified in T1.112.4.

This element shall provide all functions of the OMAP commonly provided by STPs, as specified in ANSI T1.116. This includes:

- MTP Routing Verification Test (MRVT).
- SCCP Routing Verification Test (SRVT).

This element shall meet or exceed the following performance requirements:

- MTP Performance, as specified in ANSI T1.111.6.
- SCCP Performance, as specified in ANSI T1.112.5.

#### 14. Signaling Link Transport

**Definition:**

This element is a set of one, two, or four dedicated 56 kbps transmission paths among AT&T-designated Points of Interconnection (POIs), satisfying an appropriate requirement for physical diversity.

**Illustrative Requirements:**

A signaling link shall consist of a 56 kbps transmission path or other rates as defined by ANSI standards between AT&T-designated POIs.

A signaling link layer shall consist of one, two, or four signaling links, as follows:

- An A-link layer shall consist of two links.
- A B-link, D-link, or E-link layer shall consist of four links.

Attachment 2  
Unbundled Network Elements

- A C-link or F-link layer shall consist of one link.

A signaling link layer shall satisfy interoffice and intra-office diversity of facilities and equipment, such that

- No single failure of facilities or equipment causes the failure of both links in an A-link layer.
- No two concurrent failures of facilities or equipment causes the failure of all four links in a B-link, D-link, or E-link layer.

**15. SCPs/Databases**

Definition:

A node in the signaling network to which informational requests for service handling, such as routing, are directed and processed in real time.

Example databases include (not limited to):

- Line Information Database (LIDB)
- Emergency Services Databases
- Toll Free Number Portability Database
- Local Number Portability Database

Illustrative Requirements:

- Access to databases containing service handling/routing information.
- Database queries must receive equal priority as those of the incumbent LEC/other companies.
- Database queries must receive equal reliability, availability, and performance as that provided to the incumbent LEC/other companies (must be at least at industry standard levels).
- Database access using TCAP messages routed via STPs must be supported.
- Detailed tracking of usage and call termination point must be supported.
- Database dips resulting in a call terminating with the incumbent LEC should not be charged to AT&T.
- The ability to allow AT&T to update appropriate databases with their end user information.
- Procedures are required for validating that information supplied by AT&T is accurately provisioned in LEC databases.

**16. Tandem Switching**

Definition:

The establishment of a temporary communications path between two switching offices through a third (the tandem) switch. Typically, the tandem switch is used to connect end offices, other tandems, or to provide connection to IXC, ICO and CLEC switches. The tandem switch may also be used to provide SSP capabilities when these capabilities are not available in the EO.

Attachment 2  
Unbundled Network Elements

Illustrative Requirements:

The requirements include, but are not limited to:

- signaling
- screening and routing
- recording
- access to AIN functionality
- access to Operator Services and Directory Assistance as appropriate
- access to Toll Free number portability database as appropriate
- must support all trunk interconnections discussed under "Network Interconnection/Trunking" (e.g., SS7, MF, DTMF, DialPulse, ISDN, DID, DN-RI, CAMA-ANI (if appropriate for 911), etc.)
- access to PSAPs where 911 solutions are deployed and the tandem is used for 911
- transit traffic to/from other carriers

17. Advanced Intelligent Network (AIN)

Definition:

AIN is a network architecture that is designed to provide a means for carriers to offer advanced features and services independent of the local switch vendor. Specification of specific points in the call model (i.e. triggers) at which the end office suspends call processing and launches an SS7 TCAP query to a database allows for application logic to be separated from the switching platform in a standard manner across all switch types that are AIN capable.

Illustrative Requirements:

- Provisioning of LEC end office AIN triggers initiated via service order from AT&T
- Interconnection of AT&T and LEC SS7 networks for exchange of AIN TCAP messages between LEC end offices and AT&T service control points (SCP).

The provisioning process and interfaces negotiated with the LEC must allow for provisioning of all triggers currently available to the LEC for offering AIN-based services (i.e. Off-Hook Immediate, Off-Hook Delay, Private EAMF Trunk, Shared Interoffice Trunk (EAMF, SS7), Termination Attempt, 3/6/10, N11, Feature Code Dialing, Customer Dialing Plan, Automatic Route Selection) in a manner which is at least at parity with the LEC's own capabilities in terms of performance and provisioning interval.

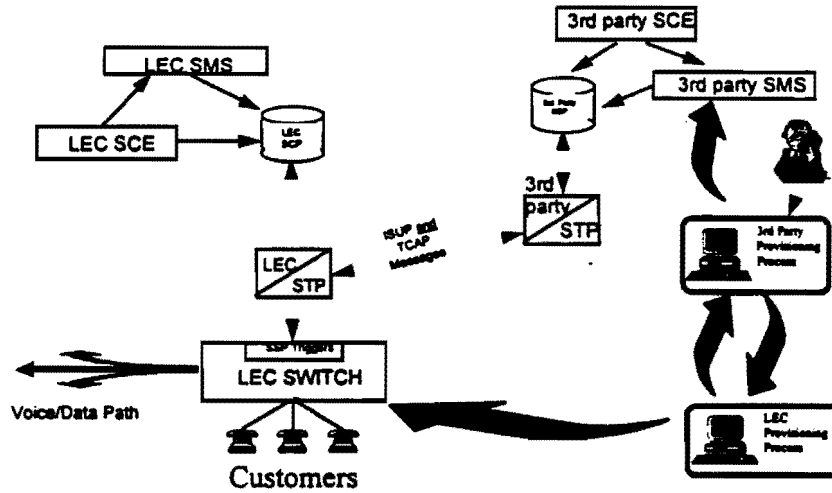
Figure 1 depicts the interconnection arrangement proposed. The AT&T SCP resides within the AT&T SS7 network which is interconnected via inter-network signaling links (D-links) to the LEC SS7 network. Queries originating in the LEC SSP traverse the LEC SS7 network and are routed via the D-links to the AT&T SS7 network, destined for the AT&T SCP. Service logic is applied at the SCP and a response returned via the

Attachment 2  
Unbundled Network Elements

reverse path described above to the LEC SSP with further call handling instructions.

Figure 1

IMPLEMENTATION OF SINGLE IN-SERVICE PROVIDER ENVIRONMENT  
TRIGGER PROVISIONING







A	B	C	D	E	F	G	H	I	J
Office Name	CLLI	LATA	Vendor	Office Type	Host Office	Present Generic	Access Lines	IntraLATA Equal Access Date	IntraLATA Equal Access Date
<b>DUC COUNTY (Continued)</b>									
Fairplay	FRPLKYXARS0	462	Strom/Car	RLS	RSSP	release 17.0	923	COMPLETED	Dec-99
<b>ELK COUNTY (Continued)</b>									
Blaine	BLANKYXARS0	466	Strom/Car	RLS	SFVL	release 19.0	897	COMPLETED	03/04/96
Chapman	CPMKNKYXARS0	466	Strom/Car	RLS	SFVL	release 19.0	1261	COMPLETED	03/04/96
Fallsburg	FLBGKYXARS0	466	Strom/Car	RLS	SFVL	release 19.0	938	COMPLETED	03/04/96
Flat Gap	FLGPKYXARS0	466	Strom/Car	RLS	SFVL	release 19.0	918	COMPLETED	03/04/96
Royalton	RYTNKYXARS0	466	Strom/Car	RLS	SFVL	release 19.0	966	COMPLETED	03/04/96
Salyersville	SLVLKYXADS0	466	Strom/Car	RLS	SFVL	release 19.0	3889	COMPLETED	03/04/96
Staffordville - DSO	SFVLKYXADS0	466	Strom/Car	host		release 19.0	3419	COMPLETED	03/04/96
Staffordville - DSI	SFVLKYXADS1	466	Strom/Car	random		release 19.0		COMPLETED	03/04/96
<b>GREENSBORO COUNTY (Continued)</b>									
Uniontown	UNTWKYXA822	464	Strom/Car	XY			788	TO BE DETERMINED	1997
Berea	BEREKYXADS0	466	Strom/Car	DCO			8177	COMPLETED	09/10/96
Bryantville	BTVLKYXADS0	466	Strom/Car	DCO-RLS	BERE		1181	COMPLETED	09/10/96
Hazard	HZRDKYXADS0	466	AGCS	GTDS			11285	COMPLETED	09/10/96
Hustonville	HTVLKYXEDS0	466	Strom/Car	DCO			1767	COMPLETED	09/10/96
Lancaster	LNCCKYXA782	466	Northern	DMS 10 - HSO			3526	COMPLETED	09/10/96
Leatherwood	LTWDKYXADS0	466	AGCS	GTDS - SLC8	HZR0		603	COMPLETED	09/10/96
Lexington East	LXTNKYXBD80	466	AGCS	GTDS			22068	COMPLETED	09/10/96
Lexington Elkhorn	LXTNKYXFD60	466	ATT	8ESS	LXTN1		14795	COMPLETED	09/10/96
Lexington Lakeside	LXTNKYXGD30	466	AGCS	GTDS			6841	COMPLETED	09/10/96
Lexington Main I	LXTNKYXAD80	466	AGCS	GTDS			46187	COMPLETED	09/10/96
Lexington Main II	LXTNKYXADS1	466	ATT	8ESS				COMPLETED	09/10/96
Lexington North	LXTNKYXED80	466	AGCS	GTDS-EAX			13086	COMPLETED	09/10/96
Lexington South	LXTNKYXDD80	466	AGCS	GTDS-EAX			20183	COMPLETED	09/10/96
Lexington Southeast	LXTNKYXCDS0	466	AGCS	GTDS-EAX			28686	COMPLETED	09/10/96
Lexington U OF K	LXTNKYXKDS0	466	ATT	8ESS			14895	COMPLETED	09/10/96
Liberty	LBRTKYXA787	466	Northern	DMS10 - HSO			8294	COMPLETED	09/10/96
Midway	MIDWKYXA846	466	Northern	DMS 100 - RSC	VRSL		1046	COMPLETED	09/10/96
Nicholasville	NCVLKYXADS0	466	AGCS	GTDS			11821	COMPLETED	09/10/96
Paint Lick	PMLCKYXED80	466	Strom/Car	DCO - RLS	BERE		750	COMPLETED	09/10/96
Versailles	VRSLKYXACS0	466	Northern	DMS 100			8636	COMPLETED	09/10/96
Vicco	VICCKYXA776	466	AE	SXS			1437	TO BE DETERMINED	09/10/96
Wilmore	WLMNKYXARS0	466	AGCS	GTDS-RSU	NCVL		2330	COMPLETED	09/10/96
Ewing	EWNGKYXARS0	466	AGCS	GTDS-RSU	FMBG		822	COMPLETED	10/08/96
Flemingsburg	FMBGKYXADS0	466	AGCS	GTDS			3826	COMPLETED	10/08/96
Gartson	GRSNKYXADS0	466	Strom/Car	DCO			828	COMPLETED	10/08/96
Hillsboro	HLBOKYXARS0	466	AGCS	GTDS-RSU	FMBG		844	COMPLETED	10/08/96
Morehead	MRHDKYXADS0	466	AGCS	GTDS			9458	COMPLETED	10/08/96
Owingsville	OWVLKYXADS0	466	Strom/Car	DCO			2348	COMPLETED	10/08/96

A	B	C	D	E	F	G	H	I	J
Office Name	CLLI	LATA	Vendor	Office Type	Host Office	Present Generic	Access Lines	InterLATA Equal Access Date	IntraLATA Equal Access Date
GTE (Continued)									
Sall Lick	SLCKYXAR80	466	Strom/Car	DCO - RLS	OWVL		744	COMPLETED	10/08/96
Sharpsburg	SHBCKYXAR80	466	Strom/Car	DCO-RLS	OWVL		751	COMPLETED	10/08/96
Tollesboro	TLBCKYXAR80	466	Strom/Car	DCO			1103	COMPLETED	10/08/96
Vanceburg	VNBCKYXAR80	466	Strom/Car	DCO-RLS4000	TLBO		2715	COMPLETED	10/08/96
Augusta	AGSTKYXAR80	466	Strom/Car	DCO-RLS	WASH		1089	COMPLETED	11/05/96
Bee Springs	BESPKYXAR80	464	Northern	DMS 10 RSLE	SMGV		2242	COMPLETED	11/05/96
Brooksville	BKVLKYXAR80	466	Strom/Car	DCO-RLS	WASH		1231	COMPLETED	11/05/96
Brownsville	BWVLKYXAR80	464	Northern	DMS 10 RSLE	SMGV		1813	COMPLETED	11/05/96
Dover	DOVRKYXAR80	466	Strom/Car	DCO RLS	WASH		241	COMPLETED	11/05/96
Fernleaf	FRNLKYXAR80	466	Strom/Car	DCO RLS	WASH		618	COMPLETED	11/05/96
Germanatown	GMTWKYXAR80	466	Strom/Car	DCO RLS	WASH		292	COMPLETED	11/05/96
Irvine	IRVSKYXAR80	466	Northern	DMS 10			5754	COMPLETED	11/05/96
Jenkins	JNSKXAR80	466	Northern	DMS 10			1778	COMPLETED	11/05/96
Johnsville	JHVLKYXAR80	466	Strom/Car	DCO-RLS	WASH		804	COMPLETED	11/05/96
Lewisburg (Mason Co.)	LWGMKYXAR80	466	Strom/Car	DCO-RLS	WASH		524	COMPLETED	11/05/96
Mammoth Cave	MAMCVKYXAR80	464	Northern	DMS 10 RSLE	SMGV		100	COMPLETED	11/05/96
Mayslick	MYLCKYXAR80	466	Strom/Car	DCO-RLS	WASH		623	COMPLETED	11/05/96
Mount Olivet	MTOLKYXAR80	466	Strom/Car	DCO-RLS	WASH		618	COMPLETED	11/05/96
Park City	PRCKYXAR80	464	Northern	DMS 10 RSLE			879	COMPLETED	11/05/96
Smiths Grove	SMGVKYXAR80	464	Northern	DMS 10			1673	COMPLETED	11/05/96
Washington	WASHKYXAR80	466	Strom/Car	DCO			1873	COMPLETED	11/05/96
Barbourville	BBVLKYXAR80	466	Northern	DMS100-RSC	LOND		7248	COMPLETED	12/03/96
Brodhead	BRHDKYXAR80	466	Northern	DMS100-RSC	LOND		1654	COMPLETED	12/03/96
Cumberland	CMLDRKYXAR80	466	Northern	DMS10-HSO			2601	COMPLETED	12/03/96
East Burnstead	EBRNKYXAR80	466	Northern	DMS100-RSC	LOND		2390	COMPLETED	12/03/96
Eubank	EBANKKYXAR80	466	Northern	DMS100-RSC	LOND		2416	COMPLETED	12/03/96
Everts	EVRSKYXAR80	466	Northern	DMS 10			2372	COMPLETED	12/03/96
Faubush	FBSPKYXAR80	466	Northern	DMS100-RSC	LOND		1074	COMPLETED	12/03/96
Flat Lick	FLCKYXAR80	466	Northern	DMS100-RSC	LOND		1301	COMPLETED	12/03/96
Livingston	LVTNKYXAR80	466	Northern	DMS 100-RSC	LOND		448	COMPLETED	12/03/96
London	LONDKYXAR80	466	Northern	DMS 100			16068	COMPLETED	12/03/96
Manchester	MANCHKYXAR80	466	Northern	DMS 100-RSC	LOND		7024	COMPLETED	12/03/96
Mount Vernon	MTVRKYXAR80	466	Northern	DMS 100-RSC	LOND		3953	COMPLETED	12/03/96
Oneida	ONEDKYXAR80	466	Northern	DMS100-RSC	LOND		789	COMPLETED	12/03/96
Science Hill	SCHLKYXAR80	466	Northern	DMS100-RSC	LOND		2642	COMPLETED	12/03/96
Shopville	SOVLKYXAR80	466	Northern	DMS100-RSC	LOND		1048	COMPLETED	12/03/96
White Lily	WHLLKYXAR80	466	Northern	DMS100-RSC	LOND		923	COMPLETED	12/03/96
Bradfordsville	BRVLKYXAR80	462	AGCS	GTDS-RSU	LBNB		448	COMPLETED	01/07/97
Burkesville	BSVLKYXAR80	462	Strom/Car	EWSD-RLU			1612	COMPLETED	01/07/97
Campbellsville	CMVLKYXAR80	462	AGCS	FEAX-2A			11171	COMPLETED	01/07/97

A	B	C	D	E	F	G	H	I	J
Office Name	CLLI	LATA	Vendor	Office Type	Host Office	Present Generic	Access Lines	IntraLATA Equal Access Data	IntraLATA Equal Access Date
<b>LESLIE</b>									
Bledsoe	BLDSKYXA858	400	Strom/Car	RLS	HYDN	release 17.3	682	COMPLETED	Dec-86
Dwarf	DWRFKYXA379	400	Strom/Car	RNS	HYDN	release 17.3	541	COMPLETED	Dec-96
Hyden	HYDNKYXADC0	400	Strom/Car	DCO		release 17.3	2161	COMPLETED	Dec-96
Siltnett	STNTKYXARS0	400	Strom/Car	RLS	HYDN	release 17.3	1331	COMPLETED	Dec-96
Wootton	WOTNKYXA279	400	Strom/Car	RLS	HYDN	release 17.3	1333	COMPLETED	Dec-96
Buckhorn	BCKHKYXE388	400	NORSTAR	RNS	HYDN	release 17.3	952	03/01/97	Mar-97
Canoe	CANOKYXA288	400	Strom/Car	RLS	HYDN	release 17.3	950	03/01/97	Mar-97
<b>LEWISPORT</b>									
Lewisport	LWPTKYXA295	404	Northern	DMS 10		406.2	1186	COMPLETED	Dec-96
<b>LDGAN</b>									
Adairville	ADLRKYXEDS0	404	Northern	DMS 10 SSE	AUBN	406.21	874	COMPLETED	1996
Auburn	AUBNKYXA1GT	404	Northern	DMS 10 Tandem		406.21	2167	COMPLETED	1996
Dunmore	DNMRKYXARS0	404	Northern	RLS	LWBG	release 999	783	COMPLETED	1996
Lewisburg (Logan Co.)	LWBGKYXLD80	404	Northern	DMS 10 SSE	AUBN	406.21	1421	COMPLETED	1996
Logansport	LGPTKYXADS0	404	Northern	RSLE	AUBN	406.21	155	COMPLETED	1996
Rochester	ROCHKYXADS0	404	Northern	RSLE	AUBN	406.21	404	COMPLETED	1996
<b>MOUNTAIN</b>									
Campton	CMTNKYXADS0	400	Northern	DMS 10M SSO	WLBT	406.10	1908	COMPLETED	1997
Ezel	EZELKYXARS1	400	Northern	RSLE (FRBG)	WLBT	406.10	605	COMPLETED	1997
Frenchburg	FRBGKYXADS0	400	Northern	DMS 10M SSO	WLBT	406.10	833	COMPLETED	1997
Hazel Green	HZGRKYXARS3	400	Northern	RSLE (CMTN)	WLBT	406.10	757	COMPLETED	1997
Jeptha	JPTHKYXARS2	400	Northern	RSLE (WLBT)	WLBT	406.10	2378	COMPLETED	1997
Sandy Hook	SNDHKYXADS0	400	Northern	DMS 10M SSO	WLBT	406.10	3861	COMPLETED	1997
West Liberty	WLBTKYXADS0	400	Northern	DMS 10M HSO		406.10	3328	COMPLETED	1997
<b>SCOTTSVILLE</b>									
Scottsville Rural	SCVLKYXRDS0	402	Northern	DMS 10M		406.10	4000	COMPLETED	NOT SCHED
<b>ANNVILLE</b>									
Annnville	ANVLKYXADS0	400	Strom/Car	RLS	MCKE	release 19.0	1737	COMPLETED	12/01/96
Booneville	BNVLKYXADS0	400	Strom/Car	RLS	MCKE	release 19.0	1849	COMPLETED	12/01/96
McKee	MCKEKYXADS0	400	Strom/Car	DCO		release 19.0	1890	COMPLETED	12/01/96
Sand Gap	SNDGKYXADS0	400	Strom/Car	RLS	MCKE	release 19.0	1094	COMPLETED	12/01/96
<b>SALAM</b>									
Salem	SALRKYXADS0	404	Northern	DMS 10M '1'			1863	NOT SCHEDULED	Jun-98
<b>SOUTH</b>									
Bonnleville	BOVLKYXARS0	404	ALCATEL	TTY 1210 RLS	HRCV		801	COMPLETED	11/01/95
Buffalo	BFLOKYXARS0	404	ALCATEL	TTY 1210 RLS	HRCV		1005	COMPLETED	11/01/95
Canmer	CNMRKYXARS0	404	ALCATEL	TTY 1210 RLS	HRCV		1002	COMPLETED	11/01/95
Cave City	CVCYKYXARS0	404	ALCATEL	TTY 1210 RLS	HRCV		1962	COMPLETED	11/01/95
Center	CNTRKYXARS0	404	ALCATEL	TTY 1210 RLS	HRCV		1042	COMPLETED	11/01/95
Horse Cave	HRCVKYXARS0	404	ALCATEL	TTY 1210/84		GSM 304.01.02	2015	COMPLETED	11/01/95

A	B	C	D	E	F	G	H	I	J
Office Name	CLLI	LATA	Vendor	Office Type	Host Office	Present Generic	Access Lines	InterLATA Equal Access Date	IntraLATA Equal Access Date
<b>GTE (Continued)</b>									
Caneyville	CYVLKYA879	482	Northern	DMS10 - SSO			2472	COMPLETED	01/07/97
Cecilia	CECLKYAR80	482	AGCS	GTDS-RSU	EZTW		2836	COMPLETED	01/07/97
Clarkson	CKSNKYXAD80	482	Northern	DMS10 - SSO			3036	COMPLETED	01/07/97
Columbia	CLMAKYXAD80	482	AGCS	GTDS			5459	COMPLETED	01/07/97
Elizabethtown	EZTWKYXAD80	482	AGCS	GTDS			20183	COMPLETED	01/07/97
Glasgow	GLSGKYXAD80	482	Strom/Car	EWSD			6668	COMPLETED	01/07/97
Greensburg	GNSGKYXAD80	482	AGCS	GTDS			3928	COMPLETED	01/07/97
Hodgenville	HGVLKYXA368	482	AGCS	GTDS			3211	COMPLETED	01/07/97
Lebanon	LBNNKYXAD80	482	AGCS	GTDS			6460	COMPLETED	01/07/97
Leitchfield	LTFDKYXAD80	482	Northern	DMS 10 - HSO			4451	COMPLETED	01/07/97
Loreto	LRTTKYXAR80	482	AGCS	GTDS-RSU	LBNN		807	COMPLETED	01/07/97
Scottsville	SCVLKYXAR80	482	Strom/Car	EWSD-RLU	GLBG		2341	COMPLETED	01/07/97
South Hardin	SHDNKYXAR80	482	AGCS	GTDS-RSU	EZTW		2423	COMPLETED	01/07/97
Tompkinsville	TMVLKYXA487	482	Strom/Car	EWSD-RLU			3352	COMPLETED	01/07/97
Albany	ALBNKYXA387	488	Northern	DMS10 - SSO			4087	COMPLETED	02/04/97
Arlington	ARTNKYXAR80	484	Strom/Car	DCO-RLS	BRWL		488	COMPLETED	02/04/97
Bardwell	BRWLKYXAD80	484	Strom/Car	DCO			877	COMPLETED	02/04/97
Burnside	BRSDKYXAD80	488	AGCS	GTDS			2877	COMPLETED	02/04/97
Calvert City	CLCTKYXAD80	484	Strom/Car	DCO			2804	COMPLETED	02/04/97
Columbus	CLMBKYXA677	484	Strom/Car	DCO-RLS	BRWL		216	COMPLETED	02/04/97
Milburn	MLBNKYXA894	484	Strom/Car	DCO-RLS	BRWL		288	COMPLETED	02/04/97
Monticello	MNTIKYXA348	488	Northern	DMS 10			7451	COMPLETED	02/04/97
Nancy	NANCKYXA638	488	AGCS	GTDS-RLCS	SMART		988	COMPLETED	02/04/97
Smithland	SMLOKYXAD80	484	Strom/Car	DCO			1493	COMPLETED	02/04/97
Somerset	SMARTKYXAD80	488	AGCS	GTDS			14878	COMPLETED	02/04/97
Ashland	ASLDKYXAD80	488	AGCS	GTDS			18349	COMPLETED	03/04/97
Callettsburg	CTBGKYXA738	488	Northern	DMS10			3330	COMPLETED	03/04/97
Grayson	GYSNKYXA474	488	Northern	DMS10 HSO			8171	COMPLETED	03/04/97
Greenup	GNUPKYXA473	488	Northern	DMS10 HSO			3827	COMPLETED	03/04/97
Meads	MEDSKYXAD80	488	AGCS	GTDS			8835	COMPLETED	03/04/97
Olive Hill	OLHLKYXA288	488	Northern	DMS10 - SSO	GYSN		4081	COMPLETED	03/04/97
Russell	RSSLKYXAD80	488	AGCS	GTDS			8006	COMPLETED	03/04/97
South Shore	SSHRKYXA832	488	AE	SSS			2857	TO BE DETERMINED	03/04/97
<b>HAROLD</b>									
Grathel	GRTHKYXED80	488	Northern	DMS 10		305.1	991	COMPLETED	01/16/96
Harold	HRLOKYXED80	488	Northern	DMS 10		403.31	3097	COMPLETED	01/16/96
Wheelwright	WHWLKYXAD80	488	Northern	DMS 10		305.1	1288	COMPLETED	01/16/96
<b>HIGHLAND</b>									
Pine Knot	PNKNKYXA354	466	Northern	DMS 10		403.21	1643	NOT SCHEDULED	1998
Stearns-Whitley City	STRNKYXA376	466	Northern	DMS 10		404.41	3517	NOT SCHEDULED	1998

A	B	C	D	E	F	G	H	I	J
Office Name	CLLI	LATA	Vendor	Office Type	Host Office	Present Generic	Access Lines	InterLATA Equal Access Date	IntraLATA Equal Access Date
<b>SOUTH CENTRAL BELLS</b>									
Owensboro	OWBOKYMADSO	484	Northern	DMS 100/200	OWBO	BCS 36	35169	COMPLETED	05/19/96
Painville	PAINLYMACG0	486	ATT	1AESS		1AE12.01	6393	COMPLETED	05/19/96
Sacramento	SCRANKYMADSO	484	Northern	RSC	OWBO		737	COMPLETED	05/19/96
Benlon	BNTNKYMADSO	484	ATT	6ESS RSM	PDCHL		5671	COMPLETED	08/16/96
Gilbertsville	GBVLKYMADSO	484	ATT	6ESS RSM	PDCHL		2479	COMPLETED	08/16/96
Louisville (Fern Creek)	LSVLKYFCDSO	482	ATT	6ESS		5E9.1	12769	COMPLETED	08/16/96
Louisville (Okolona)	LSVLKYDACG0	482	ATT	1AESS		1AE12.01	34088	COMPLETED	08/16/96
Louisville (Shively)	LSVLKYSHDS0	482	ATT	6ESS		5E0.1	19156	COMPLETED	08/16/96
Louisville (Six Mile Lane)	LSVLKYSLDS0	482	ATT	6ESS		5E0.1	19018	COMPLETED	08/16/96
Paducah - Info. Park	PDCHKYIPDS0	484	ATT	6ESS ORM	PDCHL		883	COMPLETED	08/16/96
Paducah-Lone Oak	PDCHKYLODS0	484	ATT	6ESS	PDCHL	5E0.1	8284	COMPLETED	08/16/96
Paducah-Reidland	PDCHKYRLDS0	484	ATT	6ESS RSM	PDCHL		4840	COMPLETED	08/16/96
Benham Lynch	BNLYKYMADSO	486	ATT	6ESS RSM	CRBN		648	COMPLETED	07/21/96
Cayce	see MYFD	484			MYFD		220	COMPLETED	07/21/96
Clinton	CLTNKYESDS0	484	Northern	RSC	MYFD		1726	COMPLETED	07/21/96
Corbin	CRBNKYMADSO	486	ATT	6ESS	CRBN	5E9.1	13810	COMPLETED	07/21/96
Dukedom (Sub. CXR)	see MYFD	484			MYFD		240	COMPLETED	07/21/96
Fulton	FLTNKYMADSO	484	Northern	RSC	MYFD		4549	COMPLETED	07/21/96
Hickman	HCKNKYMADSO	484	Northern	RSC	MYFD		1482	COMPLETED	07/21/96
Louisville (St. Matthews)	LSVLKYSMCG0	482	ATT	1AESS		1AE12.01	33222	COMPLETED	07/21/96
Mayfield	MYFDKYMADSO	484	Northern	DMS 100	MYFD	BCSS 36	8417	COMPLETED	07/21/96
Middlesboro	MDBOKYMADSO	486	ATT	6ESS RSM	CRBN		7178	COMPLETED	07/21/96
Pineville	PVLYKYMADSO	488	ATT	6ESS RSM	CRBN		5723	COMPLETED	07/21/96
Wallins Creek	WLCKRYEBS0	486	ATT	6ESS RSM	CRBN		1503	COMPLETED	07/21/96
Water Valley (Sub - CXR)	see MYFD	484			MYFD		338	COMPLETED	07/21/96
Williamsburg	WLBGKYMADSO	486	ATT	6ESS RSM	CRBN		6284	COMPLETED	07/21/96
Clay	CLAYKYMADSO	484	Northern		MDVI		1148	COMPLETED	08/18/96
Dawson Springs	DWSPKYESDS0	484	Northern	RSC	MDVI		2702	COMPLETED	08/18/96
Dixon	DXNKYMADSO	484	Northern	RSC	MDVI		1257	COMPLETED	08/18/96
Earlington	ERTNKYMARS0	484	Northern	RSC	MDVI		831	COMPLETED	08/18/96
Eddyville	EDVLYKYMADSO	484	Northern	RSC	MDVI		3832	COMPLETED	08/18/96
Ford	FORDKYMARS0	486	Northern	RSC	WNCH		728	COMPLETED	08/18/96
Fredonia	FRDNKYMADSO	484	Northern	RSC	MDVI		596	COMPLETED	08/18/96
Hanson	HANSKYMADSO	484	Northern	RSC	MDVI		1015	COMPLETED	08/18/96
Madisonville	MDVRYKYMADSO	484	Northern	DMS 100	MDVI	BCS 36	13849	COMPLETED	08/18/96
Marion	MARNKYMADSO	484	Northern	RSC	MDVI		3362	COMPLETED	08/18/96
Mortons Gap	MROPKYMARS0	484	ATT	RCDO	MDVI		871	COMPLETED	08/18/96
Nebo	NEBOKYMARS0	484	Northern	RSC	MDVI		929	COMPLETED	08/18/96
Nortonville	NRVLYKYMADSO	484	Northern	RSC	MDVI		1729	COMPLETED	08/18/96
Pilot View	PNCHIKYPVRS0	486	Northern	RSC	WNCH		478	COMPLETED	08/18/96

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Office Name	CLLI	LATA	Vendor	Office Type	Host Office	Present Generic	Access Lines	InterLATA Equal Access Date	IntraLATA Equal Access Date
<b>SOUTH CENTRAL RURAL</b>									
Magnolia	MGNLKYXARS0	484	ALCATEL	ITT 1210 RLS	HRCV		882	COMPLETED	11/01/95
Munfordville	MFVLKYXARS0	484	ALCATEL	ITT 1210 RLS	HRCV		2309	COMPLETED	11/01/95
Edmonton	EDTNKYXARS0	482	ALCATEL	ITT 1210 RLS	GLSGR		2343	COMPLETED	11/16/95
Fountain Run	FNRNKYXARS0	482	ALCATEL	ITT 1210 RLS	GLSGR		711	COMPLETED	11/16/95
Garnett	GMLKYXARS0	482	ALCATEL	ITT 1210 RLS	GLSGR		678	COMPLETED	11/16/95
Glasgow Rural	GLSGKYXRDS0	482	ALCATEL	ITT 1210R4		GSM 304.01.02	4638	COMPLETED	11/16/95
Hleeville	HSVLKYXARS0	482	ALCATEL	ITT 1210 RLS	GLSGR		638	COMPLETED	11/16/95
Lucas	LUCSKYXARS0	482	ALCATEL	ITT 1210 RLS	GLSGR		1438	COMPLETED	11/16/95
Summer Shade	SMSSKYXARS0	482	ALCATEL	ITT 1210 RLS	GLSGR		918	COMPLETED	11/16/95
Temple Hill	TMHLKYXARS0	482	ALCATEL	ITT 1210 RLS	GLSGR		1043	COMPLETED	11/16/95
<b>SOUTH CENTRAL RURAL</b>									
Aurora	AURRYKYMAD80	484	Northern	RLCM	MRRY		442	COMPLETED	10/22/95
Louisville (Valley Station)	LSVLKYVSD80	482	Northern	DMS 100	LSVLVS	BCS 38	22878	COMPLETED	10/22/95
Murray	MRRYKYMAD80	484	Northern	DMS 100	MRRY	BCS 38	11828	COMPLETED	10/22/95
West Point	WSPNKYMAD80	482	Northern	RSC	LSVLVS		863	COMPLETED	10/22/95
Bagdad	BGDKKYMAD80	482	Northern	RSC	SHVL		647	COMPLETED	11/19/95
Beattyville	BYVLKYMAD80	488	ATT	SESS RSM	SNTN		2748	COMPLETED	11/19/95
Bedford	BDFRKYMAD80	482	Northern	RSC	SHVL		1478	COMPLETED	11/19/95
Campbellsburg	CMSGKYMAD80	482	Northern	RSC	SHVL		901	COMPLETED	11/19/95
Carrollton	CRTHKYMAD80	482	Northern	RSC	SHVL		3880	COMPLETED	11/19/95
Elkhorn City	ELCYKYESD80	488	Northern	DMS 10		408.1	3580	COMPLETED	11/19/95
Eminence	EMNKYESD80	482	Northern	RSC	SHVL		4484	COMPLETED	11/19/95
Finchville	FNVLKYMAD80	482	Northern	RLCM	SHVL		633	COMPLETED	11/19/95
Ghent	GHNTKYMAD80	482	Northern	RLCM	SHVL		802	COMPLETED	11/19/95
Jackson	JCSNKYMAD80	488	ATT	SESS RSM	SNTN		4337	COMPLETED	11/19/95
Louisville (Jeffersontown)	LSVLKYJDS0	482	ATT	SESS		SE8.1	10787	COMPLETED	11/19/95
Milton	MLTNKYMAD80	482	Northern	RSC	SHVL		866	COMPLETED	11/19/95
Mount Eden	MTEOKYMAD80	482	Northern	RSC	SHVL		618	COMPLETED	11/19/95
Pleasureville (Cropper)	EMNKYPLD80	482	Northern	RSC	SHVL			COMPLETED	11/19/95
Port Royal	PTRYKYMAD80	482	Northern	RLCM	SHVL		395	COMPLETED	11/19/95
Shelbyville	SHVLKYMAD80	482	Northern	DMS 100	SHVL	BCS 38	6102	COMPLETED	11/19/95
Simpsonville	SBVLKYMAD80	482	Northern	RSC	SHVL		1303	COMPLETED	11/19/95
Stanton	SNTNKYMAD80	488	ATT	SESS	SNTN	SE8.1	4287	COMPLETED	11/19/95
Sulphur	SLPHKYMAD80	482	Northern	RLCM	SHVL		620	COMPLETED	11/19/95
Waddy	WDDYKYMAD80	482	Northern	RSC	SHVL		640	COMPLETED	11/19/95
Bardstown	BRTWKYESD80	482	Northern	DMS 100	BRTW	BCS 38	10388	COMPLETED	12/17/95
Bloomfield	BLFDKYMAD80	482	Northern	RSC	BRTW		1289	COMPLETED	12/17/95
Chaplin	CHPLKYMAD80	482	Northern	RLCM	BRTW		575	COMPLETED	12/17/95
Frankfort	FRFTKYMAD80	482	Northern	DMS 100	FRFT	BCS 38	23805	COMPLETED	12/17/95
Frankfort East	FRFTKYESD80	482	Northern	RSC	FRFT		8388	COMPLETED	12/17/95

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<b>SOUTH-CENTRAL BELT (Continued)</b>									
Lawrenceburg	LRBGKYMADSO	462	Northern	RSC	FRFT		6856	COMPLETED	12/17/95
Lebanon Junction	LBTKYMADSO	462	Northern	RSC	BRTW		1572	COMPLETED	12/17/95
Little Rock	see PARS	466			PARS		234	COMPLETED	12/17/95
New Haven	NWTKYMADSO	462	Northern	RSC	BRTW		1763	COMPLETED	12/17/95
New Liberty (Sub. CXR)	see OWTNFRFT	462			FRFT		416	COMPLETED	12/17/95
North Middletown (Sub CXR)	see PARS	466			PARS		527	COMPLETED	12/17/95
Owenton	OWTKYMADSO	462	Northern	RSC	FRFT		2819	COMPLETED	12/17/95
Paris	PARSKYMADSO	466	Strom/Car	DCO	PARS	release 18	6850	COMPLETED	12/17/95
Taylorville	TYVLKYMADSO	462	Northern	RSC	BRTW		2368	COMPLETED	12/17/95
Carlisle	CRLSKYMADSO	466	Strom/Car	RNS	PARS		2668	COMPLETED	01/21/96
Louisville (Bardstown Road)	LSVLKYBRCGO	462	ATT	1AESS		1AE12.01	44997	COMPLETED	01/21/96
Cynthiana	CYNTKYMADSO	466	Strom/Car	RNS	PARS		5940	COMPLETED	02/18/96
Louisville (Beechmont)	LSVLKYBECGO	462	ATT	1AESS		1AE12.01	40119	COMPLETED	02/18/96
Bowling Green	BWLGKYMADSO	464	ATT	6ESS	BWLG	6E9.1	38222	COMPLETED	03/17/96
Franklin	FKLNKYMADSO	464	ATT	6ESS RSM	BWLG		7062	COMPLETED	03/17/96
Louisville (26th Street)	LSVLKY26CGO	462	ATT	1AESS		1AE12.01	25868	COMPLETED	03/17/96
Louisville (Westport Road)	LSVLKYWEDSO	462	ATT	6ESS		6E9.1	34998	COMPLETED	03/17/96
Mayesville	MYVLKYMADSO	466	Strom/Car	RNS	PARS		4404	COMPLETED	03/17/96
Morgantown	MGTWKYMADSO	464	ATT	6ESS RSM	BWLG		3695	COMPLETED	03/17/96
Richardsville	BWLGKYRVDSD	464	ATT	6ESS RSM	BWLG		1230	COMPLETED	03/17/96
Russellville	RLVLKYMADSO	464	ATT	6ESS RSM	BWLG		6555	COMPLETED	03/17/96
Woodburn (SLC-Bwlg)		464			BWLG		628	COMPLETED	03/17/96
LaGrange	LGRNKYESDSO	462	ATT	6ESS ORM	LSVLAN		6435	COMPLETED	04/21/96
Louisville (Anchorage)	LSVLKYANDSO	462	ATT	6ESS	LSVLAN	6E9.1	17541	COMPLETED	04/21/96
Louisville (Harrods Creek)	LSVLKYHADSO	462	ATT	6ESS ORM	LSVLAN		6848	COMPLETED	04/21/96
Louisville (Third Street)	LSVLKYTSCGO	462	ATT	1AESS		1AE12.01	22213	COMPLETED	04/21/96
Beaver Dam	BVDKYMADSO	464	Northern	RSC	OWBO		3873	COMPLETED	05/19/96
Calhoun	CLHNKYMADSO	464	Northern	RSC	OWBO		1533	COMPLETED	05/19/96
Centertown	CNTWKYMADSO	464	Northern	RCM	OWBO		535	COMPLETED	05/19/96
Cloverport	CLPTKYMADSO	464	Northern	RSC	OWBO		967	COMPLETED	05/19/96
Enser	ENSRKYMADSO	464	Northern	RSC	OWBO		1684	COMPLETED	05/19/96
Fordsville	FDVLKYMADSO	464	Northern	RSC	OWBO		1102	COMPLETED	05/19/96
Hardinsburg	HRBGKYMADSO	464	Northern	RSC	OWBO		2817	COMPLETED	05/19/96
Hartford	HRFRKYMADSO	464	Northern	RSC	OWBO		2358	COMPLETED	05/19/96
Howesville	HWVLKYMADSO	464	Northern	RSC	OWBO		1832	COMPLETED	05/19/96
Island	ISLDKYMADSO	464	Northern	RCM	OWBO		481	COMPLETED	05/19/96
Livemore	LVMRKYMADSO	464	Northern	RSC	OWBO		1017	COMPLETED	05/19/96
McDaniels	MCDNKYMADSO	464	Northern	RSC	OWBO		1564	COMPLETED	05/19/96
Millersburg	MLBGKYMADSO	466	Strom/Car	RNS	PARS		709	COMPLETED	05/19/96
Mount Sterling	MTSTKYMADSO	466	Strom/Car	RNS	PARS		6923	COMPLETED	05/19/96



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<b>SOUTH CENTRAL</b>	<b>464</b>	<b>464</b>	<b>ATT</b>	<b>RSC</b>	<b>MDVI</b>				
Providence	PRVCKYMADSO	464	Northern	RSC	MDVI		2134	COMPLETED	08/18/96
Saint Charles	STCHKYMARS0	464	ATT	RCDO	MDVI		476	COMPLETED	08/18/96
Sebree	SEBRKYMADSO	464	Northern	RSC	MDVI		908	COMPLETED	08/18/96
Slaughters	SLGHKYMADSO	464	Northern	RSC	MDVI		827	COMPLETED	08/18/96
Winchester	WINCHKYMADSO	466	Northern	DMS100/200	WINCH	BCS 36	13291	COMPLETED	08/18/96
Allen	ALLNKYMADSO	466	ATT	SESS RSM	PKVL		2230	COMPLETED	09/15/96
Bremen	BRMCKYMADSO	464	Northern	RSC	GVL		1070	COMPLETED	09/15/96
Burpin	BRGNKYMADSO	466	ATT	SESS RSM	DAVL		1466	COMPLETED	09/15/96
Central City	CNCYKYMADSO	464	Northern		GVL		4025	COMPLETED	09/15/96
Cornishville (SLC-Hdbg)		466			DAVL		432	COMPLETED	09/15/96
Crab Orchard	CRBOKYMADSO	466	ATT	SESS RSM	DAVL		1068	COMPLETED	09/15/96
Danville	DAVLKYMADSO	466	ATT	SESS	DAVL	SE9.1	11177	COMPLETED	09/15/96
Drakesboro	DRBOKYEBDS0	464	Northern	RSC	GVL		1894	COMPLETED	09/15/96
Feds Creek	FDCIKYESDS0	466	ATT	SESS RSM	PKVL		1700	COMPLETED	09/15/96
Frederick	FEBRKYMADSO	466	ATT	SESS RSM	PKVL		2093	COMPLETED	09/15/96
Greenville	GRVCKYMADSO	464	Northern	DMS 100	GVL	BCS 32	6048	COMPLETED	09/15/96
Harrodsburg	HBBGKYMADSO	466	ATT	SESS RSM	DAVL		8258	COMPLETED	09/15/96
Inez	INEZKYMADSO	466	ATT	SESS RSM	PKVL		2882	COMPLETED	09/15/96
Junction City	JNCYKYMADSO	466	ATT	SESS RSM	DAVL		1482	COMPLETED	09/15/96
Louis	LOUSKYESO\$0	466	ATT	SESS RSM	PKVL		2211	COMPLETED	09/15/96
Mackville (Sub. CXR)		466			DAVL		412	COMPLETED	09/15/96
Martin	MARTKYMADSO	466	ATT	SESS RSM	PKVL		1909	COMPLETED	09/15/96
McCarr (SLC-Febr)		466			PKVL		706	COMPLETED	09/15/96
McDowell	MCWLKYMADSO	466	ATT	SESS RSM	PKVL		1391	COMPLETED	09/15/96
Mooreville (Sub. CXR)	see SPFD/DAVL	466			DAVL		404	COMPLETED	09/15/96
Neon	NEONKYMADSO	466	ATT	SESS RSM	PKVL		1733	COMPLETED	09/15/96
Perryville	PRVLKYMADSO	466	ATT	SESS RSM	DAVL		1224	COMPLETED	09/15/96
Pikeville	PKVLKYMADSO	466	ATT	SESS	PKVL	SE9.1	10801	COMPLETED	09/15/96
Pikeville-Garden Village	PKVLKYGVD\$0	466	ATT	SESS RSM	PKVL		1885	COMPLETED	09/15/96
Pikeville-Meta	PKVLKYMTD\$0	466	ATT	SESS RSM	PKVL		1823	COMPLETED	09/15/96
Salvisa	SLVSKYMADSO	466	ATT	SESS RSM	DAVL		652	COMPLETED	09/15/96
South Williamson	SWSNKYMADSO	466	ATT	SESS RSM	PKVL		2129	COMPLETED	09/15/96
Springfield	SPFDKYMADSO	466	ATT	SESS RSM	DAVL		2728	COMPLETED	09/15/96
Stanford	STFRKYMADSO	466	ATT	SESS RSM	DAVL		4418	COMPLETED	09/15/96
Stone	STONKYMADSO	466	ATT	SESS RSM	PKVL		2957	COMPLETED	09/15/96
Virgie	VRGKYMADSO	466	ATT	SESS RSM	PKVL		4251	COMPLETED	09/15/96
Warfield	WRFDKYMADSO	466	ATT	SESS RSM	PKVL		1738	COMPLETED	09/15/96
Wayland	WYLDKYMADSO	466	ATT	SESS RSM	PKVL		1586	COMPLETED	09/15/96
Whitesburg	WHBCKYMADSO	466	ATT	SESS RSM	PKVL		8399	COMPLETED	09/15/96
Willisburg	WSBCKYMADSO	466	ATT	SESS RSM	DAVL		887	COMPLETED	09/15/96

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<b>SOUTH CENTRAL BELT</b>									
Bluff Springs	BLSPKYMADS1	484			HPVL		703	COMPLETED	10/20/96
Cadiz	CAOZKYMADS0	484	Northern	RSC	HPVL		3977	COMPLETED	10/20/96
Canton	CNTNKYMADS0	484	Northern	RSC	HPVL		979	COMPLETED	10/20/96
Corydon	CYDNKYMADS0	484	ATT	SESS RSM	HNSN		1423	COMPLETED	10/20/96
Crofton	COTNKYMADS0	484	Northern	RSC	HPVL		1095	COMPLETED	10/20/96
Elkton	EKTNKYMADS0	484	Northern	RSC	HPVL		2411	COMPLETED	10/20/96
Gracey	GRACKYMADS0	484	Northern	RSC	HPVL		793	COMPLETED	10/20/96
Guthrie	GTHRKYMADS0	484	Northern	RSC	HPVL		1084	COMPLETED	10/20/96
Habit	HABTKYMARS0	484	Strom/Car	RCU	OWBO1		1285	COMPLETED	10/20/96
Hobbsville	HBVLKYMADS0	484	ATT	SESS RSM	HNSN		565	COMPLETED	10/20/96
Henderson	HNSNKYMADS0	484	ATT	SESS	HNSN	6E9.1	18012	COMPLETED	10/20/96
Hopkinsville	HPVLKYMADS0	484	Northern	DMS 100	HPVL	BCS 38	19254	COMPLETED	10/20/96
LaFayette	LFYTKYMADS0	484	Northern	RSC	HPVL		357	COMPLETED	10/20/96
Louisville (3rd St. Rem. #1)	LSVLKYTSRS0	484		RSC	APDS0		3331	COMPLETED	10/20/96
Louisville (3rd St. Rem. #2)	LSVLKYTSR81	484		RSC	APDS0		3330	COMPLETED	10/20/96
Louisville (APDS0)	LSVLKYAPDS0	484	Northern	DMS 100	APDS0	BCS 38	61038	COMPLETED	10/20/96
Macedo	MACEKYMARS0	484	Strom/Car	RCU	OWBO1		1180	COMPLETED	10/20/96
Morganfield	MOGFDKYMADS0	484	ATT	SESS RSM	HNSN		3567	COMPLETED	10/20/96
Owensboro	OWBOKYMADS1	484	Strom/Car	EWSD	OWBO1	release 11		COMPLETED	10/20/96
Panther	PANTKYMARS0	484	Strom/Car	RCU	OWBO1		621	COMPLETED	10/20/96
Pembroke	PMBRKYMADS0	484	Northern	RSC	HPVL		735	COMPLETED	10/20/96
Pleasant Ridge	PLRGKYMARS0	484	Strom/Car	RCU	OWBO1		919	COMPLETED	10/20/96
Robards	ROBRKYMADS0	484	ATT	SESS RSM	HNSN		957	COMPLETED	10/20/96
Sharon Grove	SHGVKYMADS0	484	Northern	RLCM	HPVL		632	COMPLETED	10/20/96
Sorgho	SROGKYMARS0	484	Strom/Car	RCU	OWBO1		489	COMPLETED	10/20/96
Stanley	STNLKYMARS0	484	Strom/Car	RCU	OWBO1		599	COMPLETED	10/20/96
Sturgis	STRGKYMADS0	484	ATT	SESS RSM	HNSN		2277	COMPLETED	10/20/96
Trenton	TRENTKYMADS0	484	Northern	RLCM	HPVL		460	COMPLETED	10/20/96
Utica	UTICKYMARS0	484	Strom/Car	RCU	OWBO1		766	COMPLETED	10/20/96
West Louisville	WLVLKYMARS0	484	Strom/Car	RCU	OWBO1		565	COMPLETED	10/20/96
<b>HACKER</b>									
Cody	CODYKYXARS0	486	Northern	DMS 10 Remote	HNMNB	404.20	789	COMPLETED	4Q 1996
Fisty	FSTYKYXARS0	486	Northern	DMS 10 Remote	HNMNB	404.20	509	COMPLETED	4Q 1996
Hindman - A	HNMNKYXARS0	486	TRW Vldr	VIDAR		7.1	3053	COMPLETED	4Q 1996
Hindman - B	HNMNKYXARS0	486	Northern	DMS 10		404.20		COMPLETED	4Q 1996
Mouse	MOUSKYXARS0	486	TRW Vldr	VIDAR REM	HNMNA	7.1	542	COMPLETED	4Q 1996
Pippa Passes	PPSSKYXARS0	486	TRW Vldr	VIDAR REM	HNMNA	7.1	384	COMPLETED	4Q 1996
Topmost	TPMSKYXARS0	486	Northern	DMS 10 Remote	HNMNB	404.20	868	COMPLETED	4Q 1996
<b>WESTERN KENTUCKY RURAL</b>									
Collage Grove, Tn	CTGVTNXARS0	484	Strom/Car	RNS	HAZL	release 19.0	485	COMPLETED	3Q 1996

Cunningham	CNHMKYXARS0	484	Strom/Car	RNS	FLDL	release 19.0	672	COMPLETED	3Q 1996
Cypress, Tn	CYPNTNXARS0	484	Strom/Car	RLS	HAZL	release 19.0	364	COMPLETED	3Q 1996
Fairdealing	FRNGKYXARS0	484	Strom/Car	RNS	HRDN	release 19.0	2336	COMPLETED	3Q 1996
Fancy Farm	FNFMKYXARS0	484	Strom/Car	RNS	FLDL	release 19.0	1287	COMPLETED	3Q 1996
Farrington	FRTNKYXARS0	484	Strom/Car	RLS	SDLJ	release 19.0	783	COMPLETED	3Q 1996
Folsomdale	FLDLKYXADS0	484	Strom/Car	DCO		release 19.0	815	COMPLETED	3Q 1996
Hardn	HRDNKYXADS0	484	Strom/Car	DCO		release 19.0	910	COMPLETED	3Q 1996
Hazel	HAZLKYXADS0	484	Strom/Car	DCO		release 19.0	703	COMPLETED	3Q 1996
Kirksey	KRKSKYXARS0	484	Strom/Car	RNS	HAZL	release 19.0	872	COMPLETED	3Q 1996
Lowe	LOWSKYXARS0	484	Strom/Car	RNS	FLDL	release 19.0	457	COMPLETED	3Q 1996
Lynn Grove	LYGVKYXARS0	484	Strom/Car	RNS	HAZL	release 19.0	435	COMPLETED	3Q 1996
Lynnville	LYVLKYXARS0	484	Strom/Car	RLS	SDLJ	release 19.0	689	COMPLETED	3Q 1996
New Concord	NWCNKYXARS0	484	Strom/Car	RNS	HAZL	release 19.0	1038	COMPLETED	3Q 1996
Puryear, Tn	PRYRTNXARS0	484	Strom/Car	RNS	HAZL	release 19.0	1033	COMPLETED	3Q 1996
Sedalia	SDLKYXADS0	484	Strom/Car	DCO		release 19.0	875	COMPLETED	3Q 1996
South Hazel, Tn	HAZLKYXADS0	484	Strom/Car	DCO		release 19.0	147	COMPLETED	3Q 1996
West Plains	WPLNKYXARS0	484	Strom/Car	RLS	FLDL	release 19.0	875	COMPLETED	3Q 1996
Wingo	WINGKYXARS0	484	Strom/Car	RNS	SDLJ	release 19.0	1380	COMPLETED	3Q 1996

---

# Facsimile Cover Sheet

**To: Connie E. Nicholas**  
**Company: GTE Telephone Operations**  
**Phone: 214-718-4586**  
**Fax: 214-718-1250**

**From: Joyce Beasley**  
**Company: 3258D2**  
**Phone: 908-221-6502**  
**Fax: 908-953-8360**

**Date: July 11, 1996**  
**Pages including this**  
**cover page: 23**

**Comments:**



**R. Reed Harrison III**  
Vice President  
Local Infrastructure & Access Management  
Regional Operations

Room 4ED103  
One Oak Way  
Berkeley Heights, NJ 07922  
908 771-2700  
FAX 908 771-2219  
AT&T Mail attmail/rharrison

**Via Facsimile and Overnight Mail**

**July 12, 1996**

**Mr. Donald W. McLeod**  
Vice President-Local  
Competition/Interconnection  
GTE Corporation  
HQEO1E63  
600 Hidden Ridge  
P. O. Box 152092  
Irving, Texas 75015-2092

**Re: Implementation in California of Interim Agreement on Electronic Interface**

**Dear Don:**

It is clear that our companies have in fact reached agreement on the implementation of interim electronic interface arrangements for service preordering, ordering, provisioning, maintenance and billing, all in connection with AT&T's purchase from GTE (at wholesale) of GTE local services, for resale by AT&T.

In his letter dated July 8, Mr. Seaman promised on your behalf to make available for us on July 9 the work plan for the interim arrangements described in his numbered paragraph 1. This information would include, you indicated in our conference call of July 10, the cost recovery method or amount you would propose for the modification of your systems to provide those interim interconnection arrangements. But the letter did not otherwise condition any of those interim arrangements on price, and you so confirmed on the July 10 conference call.

**AGBR 000919**

Mr. Donald W. McLeod  
July 12, 1996  
Page Two

In any event, wholesale pricing is not an issue in California. The California Public Utilities Commission in Decision 96-03-020 published March 12, 1996, established interim wholesale rates for GTE California resold services. Further, the California Commission is currently considering permanent rates in its Open Access and Network Architecture Development investigation (I.93-04-002). A decision in this proceeding is expected before the end of the year.

In the meantime, we need now the work plan described in the July 8 letter and promised for delivery on July 9. May we have it today or Monday morning via facsimile, please, so that we may timely review it in advance of our July 17-19 work sessions. (I will ask your assistance as well in expediting the response of GTE to Ms. Beasley's letter to Connie Nicholas, copy annexed).

We are anxious to move forward on all open issues and look forward to the arrival of the GTE team next week. We want to be ready for progress at those meetings. To this end, we need the work plan and the other materials I've noted above. Thanks for your prompt attention to these matters.

Sincerely,



R. Reed Harrison III  
Vice President -  
Local Infrastructure and Access Management  
Regional Operations

Copy to:

GTE

D. Bennett

M. Billings

F. W. Compton

J. W. Honabarger

C. E. Nicholas

J. C. Peterson

M. C. Seaman

AT&T

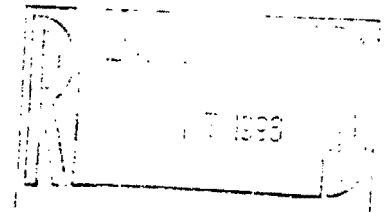
J. J. Beasley

R. Damji

R. H. Shurter

P. Walsh

AGBR 000920





Joyce Basley  
General Attorney

Room 325802  
295 North Maple Avenue  
Basking Ridge, NJ 07920  
908 221-6502  
FAX 908 953-8360

July 11, 1996

Connie E. Nicholas  
GTE Telephone Operations  
HQEO3J28  
600 Hidden Ridge  
Irving, Texas 75015-2092

Dear Connie:

It's critically important, as we prepare for next week's negotiation sessions, that we clear up some outstanding matters. You and I discussed these matters --involving cost studies and "change as is"-- over a week ago, on July 1.

At that time you undertook to send to me the unbundled network elements cost studies that GTE performed for California, for Hawaii, and for Florida. I requested also at that time that you send any other or additional information or studies GTE might have for unbundled elements, including loops, for Texas. I understood that all of this material would be furnished either last week or early this week. In any event, this material is essential in our preparations for the cost/price negotiations scheduled for next week.

Don McLeod, Reed Harrison, Ron Shurter and other Executive Team members emphasized the importance they attach to those imminent cost/price negotiations, and reiterated their individual and collective desire to achieve agreement on these enabling cost/price issues--notwithstanding that our respective proposals are far apart at present. Our ability to review GTE cost data can only assist our understanding of your positions and move us closer toward potential agreement. Toward this end, I am requesting additional cost information, as set out in Exhibit A to this letter. We would appreciate that information for all GTE states, with our priority on California, Texas, Florida and Hawaii.

AGBR 000921

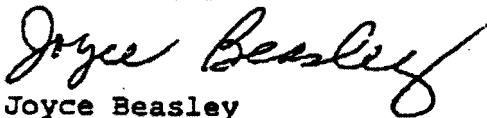
In the accompanying Exhibit A I have also included requests for information that will assist us and GTE in our further negotiation of issues relating to (i) the routing of operator and DA services; and (ii) dialing parity. On the former issue it will assist the negotiations if we can review and understand the arrangements GTE currently has with other companies regarding these services. In dialing parity, we have an issue that has not been finally resolved, especially as it relates to equal access and presubscription. Although GTE has filed implementation plans in a number of states, it has not yet done so in a number of major jurisdictions, including Texas. Accordingly, I have requested information in the format shown on Attachment 3 of the accompanying Exhibit A.

On the "change-as-is" matter, I had in our earlier discussions proposed to address GTE concerns by means of an indemnification of GTE against claims of misuse of CPNI in connection with its employment of the blanket letter of authorization procedure proposed by AT&T. I can now confirm this indemnification as a firm offer from AT&T, in the hope that it will bring us to closure on this issue. (You are of course aware of AT&T's conviction that our proposed procedures do not violate the CPNI provisions of the Act). I will proceed with revised language for our proposed blanket letter of agency, and have it ready for your review prior to our meeting of next week.

I will very much appreciate your immediate attention to the cost study and related information requests described above and in the accompanying Exhibit A.

I am faxing this letter, Exhibit A and Attachment 1 to you. Due to their length, attachments 2 and 3 are being forwarded to you with the original letter by overnight mail.

Very truly yours,



Joyce Beasley

cc: Pat Walsh  
Reed Harrison  
Ron Shurter



JULY 11, 1996

ATTN REQUEST TO GTE TO PROVIDE DATA

For each of the following data requests, provide state specific responses for all of the States currently noticed for negotiation unless otherwise indicated; if data has previously been provided please indicate the date, document, and addressee.

1. For each of the end-user services or service categories listed on Attachment 1, provide the most current GTE "retail" TSLRIC (Total Service Long Run Incremental Cost) study and/or equivalent cost studies. If retail TSLRIC exchange cost studies are not available for one or more services, provide the most current GTE LRIC (Long Run Incremental Cost) studies for such services.

Provide non-recurring and recurring costs separately by rate element where available and by service option. Provide the requested information separately for residence and business services, where available. Business services costs should also be provided for Single-Line service, Multi-Line service, PBX Trunks, CentraNet elements, ISDN, Network Access Register Packages and Coin Telephone lines in a format similar to Attachment 1.

2. For each of the end-user services or service categories listed on Attachment 1, provide the most current GTE "wholesale" TSLRIC study and/or equivalent cost studies. If wholesale TSLRIC exchange cost studies are not available for one or more services, provide the most current GTE LRIC studies for such services.

Provide non-recurring and recurring costs separately by rate element where available and by service option. Provide the requested information separately for residence and business services where available. Business services costs should also be provided for Single-Line service, Multi-Line service, PBX Trunks, CentraNet elements, ISDN, Network Access Register Packages and Coin Telephone lines in a format similar to Attachment 1.

3. With respect to Local Services Resale, provide all the most current avoided cost studies, or any study that would support the "wholesale" discount on Local Services Resale. Provide all such studies on a state-specific basis. Include any studies supporting the GTE tariff filings providing for a 5% discount for resale of intraLATA services.

Provide recurring and non-recurring costs separately by element where available and by service option. Provide the requested information separately for residence and business services, where available. Business service costs should also be provided for Single-line service, Multi-line service, PBX Trunks, ContraNet elements, ISDN Network Access Register Packages and all types of Coin Telephone lines (including public and semi-public).

4. Provide all other cost studies on a state specific and service or element specific basis, including the following:

- \* The CostMod System - Loop Technology Model
- \* The CostMod System - GTD5 EAX Switching Technology Module
- \* Bellcore's SCIS - Switching Application Module
- \* The Levelized Annuity Pricing Program (LAPP)
- \* Embedded Cost Studies that identify the "retail" and "wholesale" costs associated with providing each of the services listed on Attachment 1.

Provide recurring and non-recurring costs separately by element where available and by service option. Provide the requested information separately for residence and business services, where available. Business services costs should also be provided for Single-line service, Multi-line service, PBX Trunks, ContraNet elements, ISDN Network Access Register Packages and Coin Telephone lines in a format similar to Attachment 1.

5. Provide the TSLRIC of providing switched and non-switched (special) access service. If a TSLRIC study is not available, provide the information based on available LRIC studies. This information should be provided separately for the following categories: (1) Local Switching, (2) Tandem Switching, (3) RIC, (4) DS1, (5) DS3. DS1 and DS3 costs should be provided on a per termination basis and on a per mile basis.
6. Provide TSLRIC cost studies, if available, or LRIC costs studies if TSLRIC studies are not available, for each of the following Unbundled Network Elements: (1) Network Interface Device, (2) Loop Distribution, (3) Loop Concentrator/Multiplexer, (4) Loop Feeder, (5) Loop Combination, (6) Local Switching, (7) Local Operator Services, (8) Local Directory Assistance, (9) Common Transport, (10) Dedicated Transport, (11) Digital Cross-Connect System, (12) Data Switching Element, (13) SS7 Message Transfer and Connection Control, (14) Signaling Link Transport, (15)

SCPs/Databases, (16) Tandem Switching, (17) Advanced Intelligent Network (AIN). (See Attachment 2 for definitions of Unbundled Network Elements).

7. Provide a copy of GTE's TSLRIC Cost Study supporting the Unbundled Element rates filed in Florida in Docket 950984-TP, and copies of any other TSLRIC Cost Studies filed in state proceedings regarding loops and/or unbundled rate elements.
8. Provide a detailed explanation of the methodologies and assumptions used in developing each of the studies provided in response to questions 1 through 7 above and all supporting documentation including workpapers and any other information or materials used in preparing the studies. Also specify the time periods covered by the studies and the sources of the information used in the studies and supporting the studies.
9. Provide copies of any agreements between GTE and all Local Exchange Companies addressing routing of operator services and directory assistance.
10. Also provide copies of any agreements between GTE and any GTE subsidiaries addressing routing of operator services and directory assistance.
11. Provide the same information identified in Attachment 3 concerning the types of switching equipment serving all GTE end offices and access tandems for all states. Validate that the information related to Kentucky (attached) is still accurate.

For all switching equipment serving GTE end offices or access tandems, provide information concerning the current generic software including the current dot release (for example, 5E9.2 for 5ESS).

For each switch type, provide the average per switch usage of the switch resource used to retrieve routing information (for example, number of line class codes for the Lucent 5ESS, the number of line attributes for the Nortel switches, etc.).

On a per switch basis for each switch identified above, provide the average number of rate centers.

For the same end offices and access tandems, indicate any software or equipment upgrades that are planned through year end 1998.

Attachment 1  
Company  
State

Retail Costs \_\_\_\_\_  
Wholesale Costs \_\_\_\_\_  
(check one)

Exchange Telecommunications Services  
By Element with References

EXCHANGE SERVICES	STUDY DATE		TYPE OF STUDY (1)		SERVICE COST		PAGE REFERENCE (2)	
	Business	Residence	Business	Residence	Business	Residence	Business	Residence
1. Basic Flat Rate								
2. Message Rate								
3. Smart Call								
4. Smart Call								
5. Smart Ring								
6. Remote Call Forwarding								
7. Direct Dialing Inward								
8. WATS								
9. Discount Toll Plans								
10. CentreNet/Digital (ISDN)								
11. Basic IntraLATA Toll								
12. ISDN								

- (1) TSLRIC, LRIC, Embedded, Other (specify study type, such as EDA)
- (2) Provide the page references from the study for the Business and Residence costs.





295 North Maple Avenue  
Basking Ridge, NJ 07920

## Law Division Fax Cover Sheet

To: **Connie Nicholas**  
Company: **GTE Telephone Operations**  
Phone: **214-718-4586**  
Fax: **214-718-1250**

From: **Bonnie J. Watson**  
Room: **32-58-C2**  
Phone: **908-221-7591**  
Fax: **908-953-8362, 63**

Date: **July 16, 1996**

Connie:

Attached are pages 47, 48, 49, 50, 58, and 59 where typographical errors have been corrected for the legal reference (consistently Attachment 2 references were missing Section 2.xxx) and issues 4865-4910 which were missing from last week's matrix.

Bonnie

AGBR 000928

**NOTE:** The documents accompanying this facsimile transmission contain information belonging to AT&T Corp. which may be confidential, proprietary, and/or legally privileged. The information is intended only for the use of the individual(s) or entity(ies) named above. If you are not the intended recipient, you are hereby notified that any disclosure, copying, distribution, or the taking of any action in reliance on the contents of this telecopied information is strictly forbidden. If you have received this facsimile transmission in error, please immediately notify the sender identified above by telephone to arrange for the return of the original documents to AT&T.

## AT&T/GTE NEGOTIATION ISSUES (TSR & UNBUNDLING)

		bag	bag pc	lag	wai	sme	cor	ex	dis
	<b>LOOPS: NETWORK INTERFACE DEVICE</b>								
025	Network Interface Device: Connect Blocks used to terminate loop cable ( fiber, coax, or twisted pair cable) at the Minimum Point of Termination on the customer		X	A2 §2.1.2.6					
030	Network Interface Device: Priced distinctly from other elements at TSLRIC			Pricing §35.2				X	
035	Network Interface Device: Unbranded, or Branded AT&T		X	Gen.T&C §19					
040	Network Interface Device: GTE will determine the cable pair used for the particular service that will need to be replaced by AT&T			A2 §2.1.2.5			X		
045	Network Interface Device: If required GTE will lift off the existing cable pair and allow AT&T to terminate their service.		X	A2 §2.1.3.2					
050	Network Interface Device: GTE will be responsible for maintaining the NI device.		X	A2 §2.1.2.3					
	<b>LOOPS: DISTRIBUTION</b>								
055	Loop Distribution: GTE will provide the transmission path between the MPOT at an end user premise and the terminal block appearance on the distribution side of a			A2 §2.2.1.1 & 2.2.1.2				X	

AGBR 000929

Up-to-date as of:  
7/8/9E

bag=business agreed  
 bag pc=bus.agreed price contingent  
 lag=legal agreed  
 wai=awaiting response  
 sme=at sme level  
 cor=escalated to core  
 ex=escalated to executive  
 dis=disagreed

## A T & T / GTE NEGOTIATION ISSUES (TSR & UNBUNDLING)

		bag	bag pc	lag	wai	sme	cor	ex	dis
060	Loop Distribution: Copper twisted pair facilities will be non-loaded for Digital Loop Carrier (DLC) and Hybrid Fiber Coax (HFC) based networks			A2 §2.2.2.1-7 & 2.2.3-5				X	
065	Loop Distribution: All transmission characteristics of the loop will at least equal the characteristics of those supplied to GTE 's own customers.			A2 §2.1.3.3				X	
070	Loop Distribution: Priced distinctly from other elements at TSLRIC			Pricing §35.2				X	
071	Issue Removed.							X	
<b>LOOPS: CONCENTRATOR</b>									
075	Loop Concentration/Multiplexer: GTE will provide concentrators/multiplexers (DLC, fiber node termination, channel bank, or similar equipment) to connect loops to a			A2 §2.3.1.2; §2.3.2.2.1; §2.3.2.2.2				X	
080	Loop Concentration/Multiplexer: Provided distinctly from other elements at TSLRIC			Pricing §35.2				X	

AGBR 000930

Up-to-date as of:  
7/8/96

bag=business agreed  
 bag pc=bus.agreed price contingent  
 lag=legal agreed  
 wai=awaiting response  
 sme=at sme level  
 cor=escalated to core  
 ex=escalated to executive  
 dis=disagreed



## AT&T/GTE NEGOTIATION ISSUES (TSR & UNBUNDLING)

		bag	bag pc	lag	wai	sme	cor	ex	dis
385	Loop Concentration/Multiplexer. GTE provided concentrators and multiplexers for the following services equal to those used by GTE customers: Support POTS			A2 §2.3.2.1.1-10; §2.3.2.2.2; §2.3.4.3				X	
390	Point of Interface must support transmission requirements for the following services equal to those used by their customers: DS1 interface to the local digital switch.			A2 §2.3.4.1-2; §2.3.4.4-5				X	
395	Signaling will support transmission requirements for the following services equal to those used by GTE customers: Loop start, Ground start, and reverse battery			A2 §2.3.3.9				X	
100	Performance requirements will support transmission requirements for the following equal to those used by GTE customers: Support loop timing free running and hold-			A2 §2.3.3.9 & 2.3.5				X	
	<b>LOOPS: FEEDER</b>								
105	GTE will provide the medium on which subscriber traffic is carried from the MDF or DSX cross connect panel in a central office or similar environment to the loop			A2 §2.4.2.1; §2.4.7.1-1.3				X	
110	Loop feeders will be at least at parity in terms of design and performance with that provided to GTE customers. Physical applications may include: Copper twisted pair			A2 §2.4.3-5; §2.4.7.2-2.2				X	

AGBR 00093

Up-to-date as of:  
7/8/96

bag=business agreed  
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 lag=legal agreed  
 wai=awaiting response  
 sme=at sme level  
 cor=escalated to core  
 ex=escalated to executive  
 dis=disagreed

## AT&T/GTE NEGOTIATION ISSUES (TSR & UNBUNDLING)

		bag	bag pc	lag	wai	sme	cor	ex	dis
115	Priced distinctly from other elements at TSLRIC			Pricing §35.2				X	
<b>INTERCONNECTION:/POINT OF TERMINATION</b>									
120	Physical Point of termination will be at a designated DSX or MDF		X	A2 §2.5.1.1					
125	POT will be provided at a DS1 rate for special services (or circuit level for VG Private Line and POTS) and at higher rates (DS3, ST1, etc.) for interswitch trunks and other		X	A2 §2.8.2.9; §2.8.2.9.1-3, §2.8.2.10					
130	AT&T will be provided with access to the POT on a 24X7 basis for necessary provisioning and testing functions.		X	A2 §2.3.2.17; §2.3.2.19					
<b>POLES, DUCTS, and RIGHT OF WAY (ROW)</b>									

AGBR 000932

Up-to-date as of:  
7/8/96

bag=business agreed  
 bag pc=bus.agreed price contingent  
 lag=legal agreed  
 wai=awaiting response  
 sme=at sme level  
 cor=escalated to core  
 ex=escalated to executive  
 dis=disagreed

## AT&T/GTE NEGOTIATION ISSUES (TSR & UNBUNDLING)

		bag	bag pc	lag	wai	sme	cor	ex	dis
	<b>INTERCONNECTION TRANSPORT-DEDICATED</b>								
400	Dedicated Transport: GTE will provide interoffice transmission paths			A2 §8.1.2.1-2; 8.1.4.2; 8.2; 8.2.3; 8.2.9-9.3; 8.2.11; 8.4.1-9; 4.1.2; 4.2.1					
405	Dedicated Transport: GTE will include functionality		X	A2 §8.1.3.1-3; §8.1.4.1; §8.1.4.3; §8.2.4					
410	Dedicated Transport: AT&T will be allowed to utilize existing transport facilities between GTE and a second carrier (IXC to CLC) to carry traffic destined for the other			A2 §8.2.11			X		
415	Dedicated Transport: Ability to interface on copper, coax, fiber mediums		X	A2 §8.1.2.3					
420	Dedicated Transport: GTE will provide the following transport technology options: currently provided services (T1/T3) SONET line switched rings (OC-48) SONET path		X	A2 §8.2.2; §8.2.8.1-4					
425	Dedicated Transport: SONET rings will include: diverse fiber routing and building entrances No single point of failure Protection lock-out and support of extra traffic		X	A2 §8.2.5-6; §8.3.1.2-8.3.10.2					
430	Dedicated Transport: Priced distinctly from other elements at TSLRIC			Pricing §35.2				X	

AGBR 000933

Up-to-date as of:  
7/8/96

bag=business agreed  
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 lag=legal agreed  
 wai=awaiting response  
 sme=at sme level  
 cor=escalated to core  
 ex=escalated to executive  
 dis=disagreed

## A T&T/GTE NEGOTIATION ISSUES (TSR & UNBUNDLING)

		bag	bag pc	lag	wai	sme	cor	ex	dis
	<b>INTERCONNECTION TRANSPORT-COMMON</b>								
435	Common Transport: GTE will provide interoffice transmission paths.		X	A2 §7.2.1-2					
440	Common Transport Facilities will meet core and industry standards.		X	A2 §7.2.4-4.31					
445	Common Transport: GTE will include Functionality		X	A2 §7.2 (all)					
450	Common Transport: Ability to interface at copper, coax, microwave or fiber at Voice Grade through OC-48 rates, including DS1, DS3, and SONET at various levels (OC-X)		X	A2 §7.2.3					
455	Common Transport: Priced distinctly from other elements at TSLRIC			Pricing §35.2				X	

AGBR 000934

Up-to-date as of:  
7/8/96

bag=business agreed  
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 lag=legal agreed  
 wai=awaiting response  
 sme=at sme level  
 cor=escalated to core  
 ex=escalated to executive  
 dis=disagreed

## AT&T/GTE NEGOTIATION ISSUES (TSR & UNBUNDLING)

		bag	bag pc	lag	wai	sme	cor	ex	dis
865	GTE will install intrusion alarms to spaces that house AT&T equipment where physical security measures are inadequate. Install security studs on hinge plates of doors		X	A9 §1.6; §1.8					
870	Security Law Interface: GTE shall provide a 7x24x365 installation and information retrieval pertaining to traps and emergency traces, and information retrieval on		X	A9 §3.1					
875	Security Fraud: Provide the ability to utilize, under AT&T direction, any current or future fraud prevention, detection, or control functionality embedded within the network		X	A9 §2.1					
880	Notification: GTE will notify AT&T of any court ordered wiretaps etc. that are requested by law enforcement agencies, when it affects AT&T customers.			A9 §3.2		X			
885	Security Law Interface:GTE shall provide a 7x24x365 installation and information retrieval pertaining to traps and emergency traces, and information retrieval on		X						
890	Security Fraud: Provide the ability to utilize, under AT&T direction, any current or future fraud prevention, detection, or control functionality embedded within the network			A9 §2.1		X			
895	Uncollectable or unbillable revenues resulting from but not limited to provisioning, maintenance, signal network routing errors shall be the responsibility of the party			A9 §2.1; §2.2			X		
900	GTE shall be responsible for any uncollectable or unbillable revenues resulting from the unauthorized physical attachment to loop facilities from the MDF to the			A9 §2.3			X		

AGBR 000935

Up-to-date as of:  
7/8/96

bag=business agreed  
bag pc=bus.agreed price contingent  
lag=legal agreed  
wai=awaiting response  
sme=at sme level  
cor=escalated to core  
ex=escalated to executive  
disagreed

## AT&T/GTE NEGOTIATION ISSUES (TSR & UNBUNDLING)

		bag	bag pc	lag	wai	sme	cor	ex	dis
305	GTE shall provide soft dial tone to allow only the completion of calls to termination points required by law.			A9 §2.4		X			
310	Notification: GTE will notify AT&T of any court ordered wiretaps etc. that are requested by law enforcement agencies. when it affects AT&T customers.			A9 §3.2		X			

AGBR 000936

Up-to-date as of:  
7/8/96

bag=business agreed  
 bag pc=bus.agreed price contingent  
 lag=legal agreed  
 wai=awaiting response  
 sme=at sme level  
 cor=escalated to core  
 ex=escalated to executive  
 dis=disagreed

Memo to file:

Re: GTE Negotiations/Change as is process

On Wednesday, July 17, 1996, I delivered to Connie Nicholas, attorney for GTE, two copies of the attached draft proposed Limited Letter of Agency. This draft contains indemnification language which addresses GTE's concern that AT&T's proposal could lead to GTE being liable for claims under the new CPNI provisions of the Telecommunications Act.

Joyce Beasley

A handwritten signature in black ink, appearing to be 'JB' with a large flourish underneath.

AGBR 000941

**LIMITED BLANKET AGENCY AGREEMENT**

THIS AGREEMENT is made and entered into as of this \_\_\_\_\_ day of \_\_\_\_\_, 1996 by and between (insert appropriate AT&T entity name), a Certified Local Exchange Carrier ("CLEC") and (insert appropriate GTE entity name).

WHEREAS, CLEC will be providing local exchange service to subscribers in [Name of state];

WHEREAS, the parties will be exchanging service orders for local telecommunications service with regard to their respective subscribers in [Name of State];

WHEREAS, the parties are desirous of implementing an orderly and legal process for the exchange of such orders.

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

1. Good Faith Exchange. CLEC and \_\_\_\_\_ do hereby agree to exchange service orders in good faith for the purpose of provisioning local telecommunications service to their respective subscribers in the State of \_\_\_\_\_.
2. Compliance with Law. Each party shall comply with all applicable governmental statutes, laws, rules, regulations, ordinances, codes, directives, and orders (whether federal, state municipal or otherwise, including without limitation, the rules and regulations of the [insert appropriate state agency name] and is solely responsible for its compliance with all such laws arising out of or relating to its obligations associated with such service orders.
3. Term. The term of the Agreement shall be for one year from the Execution Date unless earlier terminated. Upon expiration, the Agreement shall automatically renew for additional one year terms unless and until one of the parties provides written notice of termination to the other.
4. Mutual Right to Terminate. Either party may terminate the Agreement if:
  - a) there is a material breach of the Agreement by the other party which is not cured within 30 days after receipt of written notice to the breaching party;
  - b) without cause upon 90 days written notice.
5. Indemnification. Each party (the "Indemnifying Party") agrees to indemnify and hold the other party (the "Indemnified Party") harmless from and against any and all claims, proceedings, actions, damages, costs, expenses and other liabilities incurred by, or threatened, imposed or filed against, any Indemnified Party (including, without limitation, court costs and reasonable attorney fees) resulting from the breaching party's submission of an improperly prepared or incorrect exchange service order. *AT&T agrees to indemnify and hold harmless GTE from and against any and all claims, proceedings, actions, damages, costs, expenses and other liabilities incurred by, or threatened, imposed or filed against, GTE (including, without limitation, court costs and reasonable attorney fees) resulting from a former GTE customer's claim that the use of the Customer Service Record to implement the transition of local exchange service from GTE to AT&T was a violation of the provisions of Section 222 of the Telecommunications Act of 1996. Such indemnification is given in consideration of GTE's agreement to implement the "change as is" process as described in more detail in the Agreement for Interconnection, Services, and Network Elements entered into between AT&T and GTE on \_\_\_\_\_.*
6. Notification and Control. If any claim for indemnification arises under this Agreement, the Indemnified Party shall notify the Indemnifying Party (the "Indemnity Notification") and shall consult with and keep the Indemnifying Party reasonably informed with respect to the defense, compromise, settlement, resolution or other disposition of any such claim. Upon the Indemnifying Party's request, which request may be subject to a reservation of rights (the "Control Request"), which Control Request must be in writing and received by Indemnified Party within 30 days of the Indemnity Notification, the Indemnifying Party shall be entitled to control the defense of such claim by counsel of the Indemnifying Party's choosing and at the Indemnifying Party's sole expense. In this case, the Indemnified Party shall reasonably cooperate with the Indemnifying Party in connection with the defense of any such claim, provided that such cooperation is not adverse to the Indemnified Party's legal or business interests, as reasonably determined by the Indemnified Party and promptly communicated to the Indemnifying Party upon such determination. In turn, the Indemnifying Party shall promptly inform the Indemnified Party of all material aspects of such defense, compromise, any proposed settlement, resolution or other disposition of any such claim. Upon the Indemnified Party's reasonable request, the Indemnified Party shall be entitled to participate fully and cooperatively in the defense of any such claim at its own expense and with counsel of its choosing. Neither party shall admit any liability with respect to, or settle, compromise, resolve or discharge any such claim without the other party's prior written consent, which consent shall not be unreasonably withheld in the case of any settlement, resolution, compromise or discharge involving only the payment of money.



- 7. **LIMITATION OF LIABILITY.** THE LIABILITY OF EACH PARTY TO THE OTHER FOR DAMAGES CAUSED BY BREACH OF THIS AGREEMENT OR BY NEGLIGENT ACTS OR OMISSIONS IN CONNECTION HEREWITH SHALL BE LIMITED TO ACTUAL DIRECT DAMAGES. NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY OTHER DAMAGES, LOSSES OR EXPENSES DIRECT OR INDIRECT (INCLUDING INCIDENTAL, CONSEQUENTIAL, RELIANCE OR SPECIAL), REGARDLESS OF THE FORM OF THE ACTION; PROVIDED HOWEVER, THAT NOTHING IN THIS SECTION SHALL LIMIT THE LIABILITY OF EITHER PARTY FOR WILLFUL MISCONDUCT OR FOR GROSS NEGLIGENCE.
- 8. **Applicable Law; Entire Agreement; Modification.** This Agreement shall be construed in accordance with and be governed by the laws of the state of [insert name of state], without regard to otherwise applicable conflict of law principles. This constitutes the entire agreement between the parties and supersedes all previous understandings, commitments or representations concerning the subject matter. This Agreement may not be amended or modified, and none of its provisions may be waived, except by a writing signed by an authorized officer of the party against whom the amendment, modification or waiver is sought to be enforced.
- 9. **Severability.** Nothing contained in this Agreement shall be construed to require commission of any act contrary to law, and wherever there is any conflict between any provision of this Agreement and any law, such law shall prevail; provided, however, that in such event, the affected provisions of this Agreement shall be modified to the minimum extent necessary to permit compliance with such law and all other provisions shall continue in full force and effect.

**Notices.** All notices and other communications from either party to the other hereunder shall be in writing and shall be deemed received upon actual receipt when personally delivered, upon acknowledgment of receipt if sent by facsimile, or upon the expiration of the third business day after being deposited in the United States mails, postage prepaid, certified or registered mail, addressed to the other party at a location specified in writing by such party. All notices required under this section shall be made both to the signatories to this agreement and to the General Counsel(s) of the respective companies executing this agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the date first above written.

CLEC

By: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Title: \_\_\_\_\_

(appropriate GTE entity name)

By: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Title: \_\_\_\_\_



**R. Reed Harrison III**  
Vice President  
Local Infrastructure & Access Management  
Regional Operations

Room 4ED103  
One Oak Way  
Berkeley Heights, NJ 07922  
908 771-2700  
FAX 908 771-2219  
AT&T Mail attmail!rrharrison

**TRANSMITTED VIA FAX & OVERNIGHT MAIL**

July 19, 1996

**Mr. Donald W. McLeod**  
Vice President  
Regulatory and Government Affairs - East  
Local Competition/Interconnection Program Office  
HQE01E63  
600 Hidden Ridge  
Irving, TX 75015-2092

Dear Don:

I believe that the negotiating sessions conducted by our respective teams over the past three days were constructive and worthwhile. Bonnie Watson and Connie Nicholas will pick up on Monday where we left off today in their efforts to reduce to contract language the items on which we achieved agreement during these sessions. Our respective SME, Core and Executive teams will likewise continue on Monday their efforts to maintain the momentum established over the past three days. You should have no doubt of AT&T's continuing desire to conclude a comprehensive national interconnection agreement with GTE. That has been our objective from the outset. And that is why I look forward with great anticipation and interest to the Pricing proposal (for LSR, Unbundled Network Elements, Interconnect, and Access) you indicated that you will furnish for our review next week.

As I have said all along, AT&T would much rather negotiate to agreement than litigate. Obviously, however, because our needs are as real as we have explained in all of our many sessions with you and your team, we will simply --in the absence of the desired negotiated agreement-- have to pursue those needs further through the legal processes available to us. I don't think this should surprise anybody. At the same time, I can assure you that AT&T will not allow any arbitration planning efforts to impact our on-going negotiations. We simply have to do both.

AGBR 003053

In this connection, Don, I am concerned by a point you raised with me in conversation today. Specifically, when you asked me whether AT&T intended to initiate arbitration proceedings under the 1996 Act and, if so, when, I asked you why you were raising the question. In response, you essentially stated that if AT&T planned to initiate arbitration proceedings, you would be required to redeploy your GTE team resources away from negotiations with AT&T and commit them to arbitration planning. This is disturbing. Of course GTE has every right to do whatever litigation planning it desires or deems appropriate. But any such planning effort should proceed without any impact on our ongoing negotiations.

In the same conversation today, you asked whether AT&T might consider delaying any arbitration filings until two weeks or so after the issuance by the FCC of its NPRM order, now generally anticipated for release on or about August 8. I have this question or request under serious consideration and will try to have a response for you by the end of next week. I assure and reassure you, however, that my focus has been on agreement, not on arbitration. That must have been evident to you in the constructive and intense tone and atmosphere that the AT&T Team and I tried to set for our just-concluded three day session.

Pricing remains at the heart of most issues that remain unresolved between us. We are far apart on these Pricing issues now. To come to agreement, significant movement off our current positions will be necessary. It is important that GTE's Pricing proposal next week reflect such movement and thus provide a basis for my continued confidence in our ability to negotiate to closure an agreement. I personally recommit to working all open issues in earnest with you. You and I will both need *at least* all the resources we have employed over the past three days for these ongoing efforts. Please don't divert those resources.

I hope you and your team had a safe and comfortable trip home, and that you were able to enjoy at least part of the weekend. I think it's important, Don, that you and I recognize the effort and hard work of our respective teams. but admonish them not to let up in our critical negotiation efforts. Thank you.

Sincerely,



R. R. Harrison III  
Vice President  
Local Infrastructure and Access Management  
Regional Operations

AGBR 003054

Copy to:

GTE

D. Bennett

M. Billings

F. W. Compton

J. W. Honabarger

C. E. Nicholas

J. C. Peterson

M. C. Seaman

AT&T

J. J. Beasley

R. Damji

R. H. Shurter

P. Walsh





295 North Maple Avenue  
Basking Ridge, NJ 07920

## Law Division Fax Cover Sheet

**To:** Connie Nicholas  
**Company:** GTE Telephone Operations  
**Phone:** 214-718-4586  
**Fax:** 214-718-1250

**From:** Bonnie J. Watson  
**Room:** 32-58-C2  
**Phone:** 908-221-7591  
**Fax:** 908-953-8362, 63

**Date:** July 22, 1996  
**Pages:** 3

**NOTE:** The documents accompanying this facsimile transmission contain information belonging to AT&T Corp. which may be confidential, proprietary, and/or legally privileged. The information is intended only for the use of the individual(s) or entity(ies) named above. If you are not the intended recipient, you are hereby notified that any disclosure, copying, distribution, or the taking of any action in reliance on the contents of this telecopied information is strictly forbidden. If you have received this facsimile transmission in error, please immediately notify the sender identified above by telephone to arrange for the return of the original documents to AT&T.

AGBR 000959



---

Bonnie J. Watson  
Senior Attorney

Room 3258C2  
295 North Maple Avenue  
Basking Ridge, NJ 07920  
908-221-7591  
FAX 908-953-8360

BY FAX

July 22, 1996

Connie E. Nicholas, Esq.  
GTE Telephone Operations  
HQEO3J28  
600 Hidden Ridge  
Irving, Texas 75015-2092

Dear Connie,


Following are the minor typos I found in the electronic file (AGREE2A.DOC) which we provided to you last Friday morning:

- §13.1 - *Force Majeure* - No double underline in bolded sentence.
- §14 - *Certain State and Local Taxes* - delete - "so obligated to pay any such taxes" and "obligated to collect and remit".
- §22.8 - *Referenced Documents* - add at end "ordered by AT&T" and remove the double underline so the last sentence reads: "Should there be an inconsistency between or among publications or standards, AT&T shall elect which requirement shall apply to the Local Services, Unbundled Elements, or Ancillary Functions ordered by AT&T." and in bold.
- §22.11 - *Publicity and Advertising* - Language agreed, single underline.
- §22.12 - *Amendments or Waivers* - Language agreed, single underline.
- §22.18 - *Subsequent Law* - Language agreed, single underline.
- §22.19 - *Trademarks and Trade Names* - Language agreed, single underline.
- §26 - *Advanced Intelligent Network* - All of Section 26 should be bold.

AGBR 000960

§27.8 - *Pay Phones and Pay Phone Services* - Entire Section should be bold, not double underlined.

I can be reached tomorrow on 908-508-9005 (or 233-3931) if you have any questions.

  
Bonnie J. Watson

AGBR 000961





Brian J. Haux  
Phone: (510) 224-4223  
Fax: (510) 224-4155  
email: poquake!bhaux

July 22, 1996

Mirna,

Attached is a copy of a memo that I wrote attached to some documents that we used during our meetings with GTE in New Jersey the week of 7/15/96.

Please put these in the chron file.

Thanks

Brian

AGPL 04567

7/18/96

Attachment notes:

The following notes explain the attachments that were used during and prior to the AT&T/GTE executive session held at 7:30 AM EDT 7/18/96 in Berkeley Heights NJ.

Attendance List:

GTE  
Dan Bennett  
Tom Agasse  
Al Wood  
Steve Schroeder  
Randy Patton  
Dom Mcleod  
John Peterson  
Mead John

AT&T

Reed Harrison  
Ron Shurter  
Jim Veatch  
Brian Haux

Jim Veatch opened the discussion with the Basic Network Function Matrix that AT&T and GTE Unbundling Team had reviewed the day before and updated. This matrix listed the 11 unbundled elements that AT&T had identified and gave GTEs name for these elements as well as whether GTE beleived these elements were in heir opinion technically feasible on a isolated application basis and/or a broad market application basis. All parties agreed on the language and Brian Haux took notes on the matrix to reflect those agreements (See attached with handwritten notes attachment 1). The final version of that is attachment 2 and was used as a view graph by Jim Veatch for this morniongs session.

During this mornings executive session, Dan Bennett of GTE handed Jim Veatch new matrix that Dan stated was a result of GTE internal discussions the previous night. Dan stated that GTE had changed their position on the items. There were changes made to GTE;s previous positions agreed upon yesterday and GTE also changed AT&T's response. The document handed out to the team is attachment 3.

Brian Haux

AT&T UNEs	GTE Name	GTE POSITION			Economic Feasibility (Y/N)	AT&T Remarks	GTE Remarks
		Technical Feasibility Isolated Application (Y/N)	Technical Feasibility Broad Market Application (Y/N)	Technical Feasibility (Y/N)			
Loop: Distribution	Portion of Loop	Y	N	N	AT&T will agree to <del>the</del> the total loop, contingent on GTE agreeing to providing the sub-loop elements on a case by case basis.	#4075 GTE may consider a case-by case evaluation process if GTE is assured of adequate cost recovery	
Loop: Concentrator/Multiplexor	Portion of Loop	Y	N	N	AT&T will agree to <del>the</del> the total loop, contingent on GTE agreeing to providing sub-loop elements on a case by case basis.	#4090 GTE may consider a case-by case evaluation process if GTE is assured of adequate cost recovery	
Loop: Feeder	Portion of Loop	Y	N	N	AT&T will agree to <del>the</del> the total loop, contingent on GTE agreeing to providing sub-loop elements on a case by case basis.	#4105 GTE may consider a case-by case evaluation process if GTE is assured of adequate cost recovery	
Local Switching	Port	Y	N	N	GTE "Port" will only unbundle line side of local switch AT&T requires GTE to unbundle both line & trunk side of local switch.	#4510-4540 AT&T want ala-carte access to switch functions and features. GTE views ala-carte access as further unbundling which is not technically feasible.	
Operator Systems	No Match				In the long term AT&T requires the ability to have GTE route calls to AT&T's OS platform. In the short term AT&T will accept the purchase unbranded OS service from GTE in an unbundled basis.	411 calls will be routed to GTE's DA centers. GTE will not offer routing to AT&T's platforms based on 0+,0-,00-,00+	
Common Transport	Transport GTOC #1	Y	Y		AT&T wants at TSLRIC, GTE offers at existing tariff prices.	AT&T wants TSLRIC, GTE offers at existing tariff prices	

3) These items are not included in the offering. AT&T is requesting these items to be unbundled individually. *These items are not included in the offering. AT&T is requesting these items to be unbundled individually.*

4) GTE definite of loop is not to be used for M10 (not including M10) *4) GTE definite of loop is not to be used for M10 (not including M10)*

\* No consideration for ability to replicate  
 \* No consideration for ability to replicate  
 \* No consideration for ability to replicate

\* No consideration for ability to replicate, network  
 \* No consideration for ability to replicate, network  
 \* No consideration for ability to replicate, network

Dedicated Transport	Transport GTOC #1				AT&T requires dedicated transport for unbundled trunks, including dark fiber, to be provided by GTE priced at TSLRIC	AT&T wants further unbundling to the technology level (e.g. Dark Fiber) and priced at TSLRIC. GTE offers this unbundled element in the access tariff today. Dark fiber is not a network element.
Signal Links	Signal Links	Y	Y		GTE to provide Signaling Links to AT&T in an unbundled fashion.	#4685-4700 - Closed
Signal Transfer Point (STP)	Signal Transfer Point	Y	Y		GTE to provide STP to AT&T in an unbundled fashion priced at TSLRIC.	#4650-4680 - AT&T wants at TSLRIC, GTE offers at existing access tariff prices.
Signal Control Point (SCP) Databases	Not a Network Element	N	N		AT&T requires GTE to provide SCP database in an unbundled fashion priced at TSLRIC. This includes 1) physical access via SS7 network standards and 2) ability to update SCP DB with AT&T switching logic	GTE position is that access to the SCP and associated databases is technically feasible only through the STP pair associated with that SCP
Tandem Switch	Tandem Switch	Y	Y		AT&T wants GTE to provide unbundled tandem switch functionality at parity with GTE (i.e. tandem to tandem switch). AT&T also requires that GTE unbundle local switch from tandem switch (i.e. for when AT&T has its own tandem.)	#4545 GTE will provide tandem switching for interconnection but will not provide tandem to tandem switching until methods are developed traffic identification for billing <i>such as the capability of identifying the traffic for billing purposes.</i>

AGPL 04570

*Steve Henrichs*  
*8/3* *also 2 pages*

Key 55

Key Issues	Technical Infeasibility (Y/N)	Policy (Y/N)	Cost Prohibitive (Y/N)	Remarks	Matrix Reference
Rights of Way	NP	NP	NP	AT&T requires parity with GTE on use of ROW. GTE feels that they are entitled to refuse AT&T access due to capacity constraints for up to a 5 year period.	4000, 4005, 4035, 4135, 4140, 4165, 4170, 4185
Physical Collocation	NP	NP	NP	AT&T requires parity with GTE on access to an use of floor space. AT&T requires the ability to collocate any type of telecommunications equipment and GTE has not agreed to allow for physical collocation with AT&T switching equipment.	4245, 4265, 4270, 4275
Local Number Portability	NP	NP	NP	AT&T requires all four types of interim LNP (RCF, F-DID, <del>CFR</del> LERG reassignment). GTE will only provide RCF and F-DID options.	4785
Contiguous UNE	NP	NP	NP	AT&T needs to be able to offer complete local service using all 11 UNEs specified by AT&T.	4005, 4010, 4015, 4020, 4021, 4022
Combination UNE	NP	NP	NP	AT&T need to be able to offer local service using combinations of the 11 UNEs specified by AT&T. GTE does not agree with AT&T's view of UNEs.	4005, 4010, 4015, 4020, 4021, 4022
AIN	N	N	N	AT&T requires that AIN triggers from GTE unbundled switches be delivered to AT&T's AIN platform, also AT&T requires that access be provided to GTE's AIN platform on an un-mediated basis from GTE's unbundled local switches. <i>GTE has not agreed</i>	4005, 4010, 4015, 4020, 4021, 4022, 4630, 4640, 4635
DMOQs	NP	NP	NP	AT&T requests that GTE adgree to adhere to negotiated service guarantees, DMOQs, and ISO reviews. In addition, request GTE provide spare facilities and equipment necessary to support provisioning/repair DMOQs at parity with GTE/industry standards.	4325, 4580, 4615
Data Switching/NNI	NP	NP	NP	GTE will provide that element performing data services (e.g. packet transport, frame relay or ATM) switching functionality that is required to connect the facilities from the User to	4560

*what other*  
*not technically feasible*  
*agree & close!*  
*do of 8/17/96*

AGPL 04571

Key Issues

Data Switching/NNI, (continued)				Network Interface (UNI) to another UNI or to a communications path at the Network to Network Interface (NNI). GTE's stated it would be willing to connect to another UNI but will not connect to the NNI.	4560
OSS Access	NA	NA	NA	AT&T needs access to GTE Maintenance, Provisioning and Administrative systems in order to provide service to AT&T customers at parity with the service GTE provides its customers.	4505, 4580, 4890
OSS Access				customers. GTE views AT&T's desire for access to GTE's Operating Support Systems (OSSs) as an issue to be discussed in the long-term electronic bonding discussions. GTE stated that they will provide a proposal to AT&T by	
Security	NP	NP	NP	GTE agrees to accept the financial responsibility for uncollectable or un-billable revenues resulting from GTE work errors, accidental or malicious alterations of software or from the unauthorized physical attachment to loop facility.	4895 4890

*[Handwritten signature]*

*[Handwritten signature]*

*GTE would not accept liability for AT&T uncollectable or unbillable revenue.*

NA = Per GTE, Not applicable  
 NP = Not Provided by GTE  
 7/12/96

AGPL 04572

Security	NP	NP	NP	ing from GTE v errors, accidental or malicious alterations of software or from the unauthorized physical attachment to loop facility.	<i>for Gross Unrecoverable or billable revenue.</i>

NA = Per GTE, Not applicable  
 NP = Not Provided by GTE  
 7/12/96

AGPL 04572

AT&T UNEs	GTE Name	GTE POSITION			AT&T Remarks	GTE Remarks
		Technically Possible Isolated Application (Y/N) Note(1)	Technically Reasonable/ Feasible Broad Market Application (Y/N) Note (2)	Available (Y/N)		
Loop: Distribution	Portion of Loop (Note 4)	Y	N	Y*	AT&T will agree to the total loop, contingent on GTE agreeing to providing the sub-loop elements on a case by case basis.	#4055 GTE may consider a case-by case evaluation process if GTE is assured of adequate cost recovery
Loop: Concentrator/Multiplexor	Portion of Loop (Note 4)	Y	N	Y*	AT&T will agree to the total loop, contingent on GTE agreeing to providing the sub-loop elements on a case by case basis.	#4075 GTE may consider a case-by case evaluation process if GTE is assured of adequate cost recovery
Loop: Feeder	Portion of Loop (Note 4)	Y	N	Y*	AT&T will agree to the total loop, contingent on GTE agreeing to providing the sub-loop elements on a case by case basis.	#4105 GTE may consider a case-by case evaluation process if GTE is assured of adequate cost recovery
Local Switching (Note 3)	Port	Y	N	N	GTE "Port" will only unbundle line side of local switch AT&T requires GTE to unbundle both line & trunk side of local switch.	#4510-4540 AT&T want ala-carte access to switch functions and features. GTE views ala-carte access as further unbundling which is not technically feasible.
Operator Systems (Note 3)	No Match			N	In the long term AT&T requires the ability to have GTE route calls to AT&T's OS platform. In the short term AT&T will accept the purchase unbranded OS service from GTE in an unbundled basis.	411 calls will be routed to GTE's DA centers. GTE will not offer routing to AT&T's platforms based on 0+, 0-, 00-, 00+

AGPL 04573



AT&T UNEs	GTE Name	GTE POSITION			AT&T Remarks	GTE Remarks
		Technically Possible Isolated Application (Y/N)Note(1)	Technically Reasonable/ Feasible Broad Market Application (Y/N) Note (2)	Available (Y/N)		
Dedicated Transport (Note 3)	Transport GTOC #1	Y	Y	Y	AT&T requires dedicated transport for unbundled trunks, including dark fiber, to be provided by GTE priced at TSLRIC	AT&T wants further unbundling to the technology level (e.g. Dark Fiber) and priced at TSLRIC. GTE offers this unbundled element in the access tariff today. Dark fiber is not a network element.
Signal Control Point (SCP) /Databases (Note 3)	Not a Network Element	N	N	N	AT&T requires GTE to provide SCP database in an unbundled fashion priced at TSLRIC. This includes 1) physical access via SS7 network standards and 2) ability to update SCP DB with AT&T switching logic	GTE position is that access to the SCP and associated databases is technically feasible only through the STP pair associated with that SCP
Common Transport	Transport GTOC #1	Y	Y	Y	AT&T wants at TSLRIC, GTE offers at existing tariff prices.	AT&T wants TSLRIC, GTE offers at existing tariff prices
Signal Links	Signal Links	Y	Y	Y	GTE to provide Signaling Links to AT&T in an unbundled fashion.	#4685-4700 - Closed
Signal Transfer Point (STP)	Signal Transfer Point	Y	Y	Y	GTE to provide STP to AT&T in an unbundled fashion priced at TSLRIC.	#4650-4680 - AT&T wants at TSLRIC, GTE offers at existing access tariff prices.
Tandem Switch	Tandem Switch	Y	Y	Y	AT&T wants GTE to provide unbundled tandem switch functionality at parity with GTE (i.e. tandem to tandem switch). AT&T also requires that GTE unbundle local switch from tandem switch (i.e. for when AT&T has its own tandem.)	#4545 GTE will provide tandem switching for interconnection but will not provide tandem to tandem switching until such time that it has the capability of identifying the traffic for billing purposes

Notes:

(1) No consideration for ability to replicate, no consideration for cost, no consideration for network impact, no consideration for ability to administer  
The technology exists and is used to solely accomplish the task.

(2) Cost, ability to replicate, network impact and ability to administer taken into account and making decision to apply technologically available in broad market applications

(3) These elements are included in GTE's port offering. AT&T is requesting these items to be provided on an unbundled, individual basis

(4) GTE defines loop as wire from MDF to NID (not including NID)

Key Issues

Key Issues	Technically Possible Isolated Application (Y/N)Note(1)	Technically Possible Isolated Application (Y/N)Note(1)	Available (Y/N)	Remarks	Matrix Reference
Rights of Way				AT&T requires parity with GTE on use of ROW. GTE feels that they are entitled to refuse AT&T access due to capacity constraints for up to a 5 year period.	4000, 4005, 4035, 4135, 4140, 4165,4170, 4185
Physical Collocation				AT&T requires parity with GTE on access to an use of floor space. AT&T requires the ability to collocate any type of telecommunications equipment and GTE has not agreed to allow for physical collocation with AT&T switching equipment.	4245, 4265, 4270, 4275
Local Number Portability				AT&T requires all four types of interim LNP (RCF,F-DID, Route Indexing, LERG reassignment). GTE will only provide RCF and DID options.	4785
Contiguous UNE				AT&T needs to be able to offer complete local service using all 11 UNEs specified by AT&T.	4005, 4010, 4015, 4020, 4021, 4022
Combination UNE				AT&T need to be able to offer local service using combinations of the 11 UNEs specified by AT&T. GTE does not agree with AT&T's view of UNEs.	4005, 4010, 4015, 4020, 4021, 4022
AIN	N	N	N	AT&T requires that AIN triggers from GTE unbundled switches be delivered to AT&T's AIN platform, also AT&T requires that access be provided to GTE's AIN platform on an un-mediated basis from GTE's unbundled local switches. GTE Not Technically Feasible.	4005, 4010, 4015, 4020, 4021, 4022, 4630, 4640, 4635

AGPL 04575

**Key Issues**

				AT&T requests that GTE agree to adhere to negotiated service guarantees, DMOQs, and ISO reviews. In addition, request GTE provide spare facilities and equipment necessary to support provisioning/repair DMOQs at parity with GTE/industry standards.	4325, 4580, 4615
<b>DMOQs</b>					
				GTE will provide that element performing data services (e.g. packet transport, frame relay or ATM) switching functionality that is required to connect the facilities from the User to Network Interface (UNI) to another UNI or to a communications path at the Network to Network Interface (NNI). GTE's stated it would be willing to connect to another UNI but will not connect to the NNI.	4560
<b>Data Switching/NNI</b>					
				AT&T needs access to GTE Maintenance, Provisioning and Administrative systems in order to provide service to AT&T customers at parity with the service GTE provides its customers.	4560 Closed 7/17/96 GTE will provide AT&T NNI connections
<b>OSS Access</b>					4505, 4580, 4890
				customers. GTE views AT&T's desire for access to GTE's Operating Support Systems (OSSs) as an issue to be discussed in the long-term electronic bonding discussions. GTE stated that they will provide a proposal to AT&T by	
<b>OSS Access</b>					
				GTE agrees to accept the financial responsibility for uncollectable or un-billable revenues resulting from GTE work errors, accidental or malicious alterations of software or from the unauthorized physical attachment to loop facility.	4895 GTE will not accept liability for AT&T uncollectable or unbillable revenue.
<b>Security</b>					
<b>Network Interface</b>	<b>NID</b>	<b>Y</b>	<b>Y</b>	<b>AT&amp;T Needs Pair Identification</b>	<b>#4025 Closed</b>

AGPL 04576

**UNBUNDLED NETWORK ELEMENTS**

AT&T UNEs	GTE Position		AT&T Remarks	GTE Remarks	
	GTE Name	Technically Reasonable/Feasible Broad Market Application (Y/N) Note (1)			Economically Feasible (Y/N)
Loop: Distribution	Portion of Loop (Note 3)	N	N	AT&T will agree to the total loop.	#4055 - GTE will agree to the total loop.
Loop: Concentrator/Multiplexor	Portion of Loop (Note 3)	N	N	AT&T will agree to the total loop.	#4075 - GTE will agree to the total loop.
Loop: Feeder	Portion of Loop (Note 3)	N	N	AT&T will agree to the total loop.	#4105 - GTE will agree to the total loop.
Operator Systems (Note 2)	No Match			In the long term, AT&T requires the ability to have GTE route calls to AT&T's OS platform. In the short term AT&T will accept the purchase of unbranded OS service from GTE on an unbundled basis.	411 calls will be routed to GTE's DA centers. GTE will not offer routing to AT&T's platforms based on 0+, 0-, 00-, 00+

- (1) Cost, ability to replicate, network impact and ability to administer taken into account and making decision to apply technologically available in broad market applications
- (2) These elements are included in GTE's port offering. AT&T is requesting these items to be provided on an unbundled, individual basis.
- (3) GTE defines loop as wire from MDF to NID (not including NID)

AGPL 04577

**UNBUNDLED NETWORK ELEMENTS**

AT&T UNEs	GTE Position		AT&T Remarks	GTE Remarks	
	GTE Name	Technically Reasonable/Feasible Broad Market Application (Y/N) Note (1)			Economically Feasible (Y/N)
Local Switching	Port	N	N	GTE "Port" will only unbundle line side of local switch. AT&T requires GTE to unbundle both line & trunk side of local switch	#4510-4540 - AT&T wants ala-carte access to switch functions and features. GTE views ala-carte access as further unbundling which is not technically feasible
Dedicated Transport (Note 2)	Transport GTOC #1	Y		AT&T requires dedicated transport for unbundled trunks, including dark fiber, to be provided by GTE priced at TSLRIC	AT&T wants further unbundling to the technology level (e.g., Dark Fiber) and priced at TSLRIC. GTE offers this unbundled element in the access tariff today. Dark Fiber is not a network element.
Signal Control Point (SCP)/ Databases (Note 2)	Not a Network Element	N		AT&T requires GTE to provide SCP database in an unbundled fashion priced at TSLRIC. This includes 1) physical access via SS7 network standards and 2) ability to update SCP DB with AT&T switching logic.	GTE position is that access to the SCP and associated databases is technically feasible only through the STP pair associated with that SCP

- (1) Cost, ability to replicate, network impact and ability to administer taken into account and making decision to apply technologically available in broad market applications
- (2) These elements are included in GTE's port offering. AT&T is requesting these items to be provided on an unbundled, individual basis.
- (3) GTE defines loop as wire from MDF to NID (not including NID)

**UNBUNDLED NETWORK ELEMENTS**

AT&T UNEs	GTE Position		AT&T Remarks	GTE Remarks
	GTE Name	Technically Reasonable/Feasible Broad Market Application (Y/N) Note (1)		
Common Transport	Transport GTOC #1	Y	AT&T wants at TSLRIC, GTE offers at existing tariff prices.	AT&T wants TSLRIC, GTE offers at existing tariff prices
Signal Links	Signal Links	Y	GTE to provide Signaling Links to AT&T in an unbundled fashion.	#4685-4700 - Closed
Signal Transfer Point (STP)	Signal Transfer Point	Y	GTE to provide STP to AT&T in an unbundled fashion priced at TSLRIC.	#4650-4680 - AT&T wants at TSLRIC, GTE offers at existing access tariff prices
Tandem Switch	Tandem Switch	Y	AT&T wants GTE to provide unbundled tandem switch functionality at parity with GTE (i.e., tandem to tandem switch). AT&T also requires that GTE unbundle local switch from tandem switch (i.e., for when AT&T has its own tandem.)	#4545 - GTE will provide tandem switching for interconnection but will not provide tandem to tandem switching until such time that it has the capability of identifying the traffic for billing purposes

AGPL 04579

- (1) Cost, ability to replicate, network impact and ability to administer taken into account and making decision to apply technologically available in broad market applications
- (2) These elements are included in GTE's port offering. AT&T is requesting these items to be provided on an unbundled, individual basis.
- (3) GTE defines loop as wire from MDF to NID (not including NID)

**UNBUNDLED NETWORK ELEMENTS**

AT&T UNEs	GTE Position		AT&T Remarks	GTE Remarks
	GTE Name	Technically Reasonable/Feasible Broad Market Application (Y/N) Note (1)		
Network Interface	NID	Y	Y	AT&T Needs Pair Identification. #4025 - Closed
Loop	Loop	Y	Y	AT&T needs this broken into 3 parts. Feeder, Distribution and Concentrator/Mux #4021 - GTE agrees subject to contract language to address interaction of different technologies and spectral interference issue closed
Operations Support Systems	Not a Network Element	N/A	N/A	GTE does not view OSS as a network element. Willing to provide access once standard interfaces have been developed and security issues are addressed

AGPL 04580

- (1) Cost, ability to replicate, network impact and ability to administer taken into account and making decision to apply technologically available in broad market applications
- (2) These elements are included in GTE's port offering. AT&T is requesting these items to be provided on an unbundled, individual basis.
- (3) GTE defines loop as wire from MDF to NID (not including NID)

**UNBUNDLED NETWORK ELEMENTS**

AT&T UNEs	GTE Position			AT&T Remarks	GTE Remarks
	GTE Name	Technically Reasonable/Feasible Broad Market Application (Y/N) Note (1)	Economically Feasible (Y/N)		
AIN - EO Triggers	Not a Network Element	N		AT&T requires access to GTE triggers in GTE switches in order to offer AT&T customers AIN services on GTE AIN platform	GTE position is that access to AIN triggers is neither technically or operationally feasible. One of the key aspects is the need for mediation.
AIN - Databases	Not a Network Element	N		AT&T requires access to AIN triggers in GTE switches in order to offer AT&T customers services on GTE AIN platform.	GTE position is that this type of interconnection is not technically feasible.

AGPL 04581

- (1) Cost, ability to replicate, network impact and ability to administer taken into account and making decision to apply technologically available in broad market applications
- (2) These elements are included in GTE's port offering. AT&T is requesting these items to be provided on an unbundled, individual basis.
- (3) GTE defines loop as wire from MDF to NID (not including NID)



**KEY ISSUES**

Key Issues	GTE Position		Remarks	Matrix Reference
	Technically Reasonable/Feasible Broad Market Application (Y/N) Note (1)	Economically Feasible (Y/N)		
Rights of Way	NP	NP	AT&T requires parity with GTE on use of ROW. GTE feels that they are entitled to refuse AT&T access due to capacity constraints for up to a 5 year period.	4000, 4005, 4035, 4135, 4150, 4165, 4170, 4185
Physical Collocation	NP	NP	AT&T requires parity with GTE on access to a use of floor space. AT&T requires the ability to collocate any type of telecommunications equipment and GTE has not agreed to allow for physical collocation with AT&T switching equipment.	4245, 4265, 4270, 4275
Local Number Portability	NP	NP	AT&T requires all four types of interim LNP (RCF, F-DID, Route Indexing, LERG reassignment). GTE will only provide RCF and DID options.	4785
Contiguous UNE	NP	NP	AT&T needs to be able to offer complete local service using all 11 UNEs specified by AT&T.	4005, 4010, 4015, 4020, 4021, 4022
Combination UNE	NP	NP	AT&T needs to be able to offer local service using combinations of the 11 UNEs specified by AT&T. GTE does not agree with AT&T's views of UNEs.	4005, 4010, 4015, 4020, 4021, 4022

AGPL 04582

NA = Per GTE, Not applicable  
 NP = Not Provided by GTE  
 7/12/96

Key Issues	GTE Position		Remarks	Matrix Reference
	Technically Reasonable/Feasible Broad Market Application (Y/N) Note (1)	Economically Feasible (Y/N)		
AIN	N	N	AT&T requires that AIN triggers from GTE unbundled switches be delivered to AT&T's AIN platform, also AT&T requires that access be provided to GTE's AIN platform on an un-mediated basis from GTE's unbundled local switches. GTE - Not Technically Feasible	4005, 4010, 4015, 4020, 4021, 4022, 4630, 4640, 4635
DMOQs	NP	NP	AT&T requests that GTE agree to adhere to negotiated service guarantees, DMOQs, and ISO reviews. In addition, AT&T requests GTE provide spare facilities and equipment necessary to support provisioning/repair DMOQs at parity with GTE/industry standards.	4235, 4580, 4615
Data Switching/NNI	NP	NP	GTE will provide that element performing data services (e.g., packet transport, frame relay or ATM) switching functionality that is required to connect the facilities from the User to Network Interface (UNI) to another UNI or to a communications path at the Network to Network Interface (NNI). GTE's stated it would be willing to connect to another UNI but will not connect to the NNI.	4560 - Closed 7/17/96 - GTE will provide AT&T NNI connections

AGPL 04583

NA = Per GTE, Not applicable  
NP = Not Provided by GTE  
7/12/96

Key Issues	GTE Position		Remarks	Matrix Reference
	Technically Reasonable/Feasible Broad Market Application (Y/N) Note (1)	Economically Feasible (Y/N)		
OSS Access	NA	NA	AT&T needs access to GTE maintenance, provisioning and Administrative systems in order to provide service to AT&T customers at parity with the service GTE provides its customers. GTE views AT&T's desire for access to GTE's Operating Support Systems (OSSs) as an issue to be discussed in the long-term electronic bonding discussions. GTE stated that they will provide a proposal to AT&T by	4505, 4580, 4890
Security	NP	NP	AT&T would like GTE to accept the financial responsibility for uncollectable or unbilled revenues resulting from GTE work errors, accidental or malicious alterations of software or from the unauthorized physical attachment to loop facility.	4895 - GTE will not accept liability for AT&T uncollectible or unbillable revenue.

AGPL 04584

NA = Per GTE, Not applicable  
 NP = Not Provided by GTE  
 7/12/96

Donald W. McLeod  
Vice President-Local  
Competition/Interconnection



GTE Telephone  
Operations

July 24, 1996

HQE01E63  
600 Hidden Ridge  
P.O. Box 152092  
Irving, TX 75038  
214/718-6330  
FAX: 214/718-1279

Mr. R. Reed Harrison III  
Vice President  
AT&T  
Local Infrastructure and Access Management  
Regional Operations - Room 4ED103  
One Oak Way  
Berkeley Heights, NJ 07922

Dear Reed:

On June 21, 1996, I wrote to inform you that certain of GTE's service areas are under the rural exemption as provided by Section 251(f)(1) of the Telecommunications Act of 1996.

It has come to my attention that one additional service area in Virginia which we previously considered non-rural, is rural. Accordingly, I am attaching a complete listing which includes the corrected Virginia information showing which of GTE's service areas are rural.

Sincerely,

for Donald W. McLeod

DWM:mlh  
Attachment

c: C. E. Nicholas - GTE  
J. C. Peterson - GTE  
M. C. Seaman - GTE  
R. H. Shürter - AT&T

AGBR 003056

**GTE Telephone Operations  
Areas Qualifying for the Rural Exemption  
(Data as of January 31, 1996)**

State	State or Study Area	Access Lines	Sec. 3(a) (47) Condition Met	Rural Exemption
Alabama	Total State	249,066	---	No
	Contel South - Alabama	104,364		
	GTE South - Alabama	144,702		
Alaska	Total State	17,000	(C), (D)	Yes
Arizona	Total State	7,506	(C), (D)	Yes
Arkansas	Total State	191,466	(D)	Yes
	Contel Arkansas	92,897		
	Contel KS dba AR	19,907		
	GTE SW - Arkansas	78,662		
California	West Coast Tel.	12,752	(C)	Yes
	Contel California	336,618	---	No
	GTE California	3,682,791	---	No
Florida	GTE South - Florida	1,999,159	---	No
Hawaii	Hawaiian Telephone Co.	671,283	---	No
Idaho	Total State	114,478	(D)	Yes
Illinois	Total State	823,462	(D)	Yes
	Contel Illinois	175,966		
	GTE North - Illinois	607,736		
	GTE South - Illinois	39,760		
Indiana	Contel South - Indiana	9,447	(C)	Yes
	Contel Indiana	165,237	---	No
	GTE North - Indiana	671,170	---	No
Iowa	Total State	259,658	(D)	Yes
	Contel of Iowa	95,742		
	Contel of KS dba Iowa	51,275		
	GTE North - Iowa	112,641		

State	State or Study Area	Access Lines	Sec. 3(a) (47) Condition Met	Rural Exemption
Kentucky	Contel of Kentucky	85,447	(C)	Yes
	GTE South - Kentucky	395,504	---	No
Michigan	Total State	677,474	(D)	Yes
	Contel of South - Michigan	47,158		
	GTE North - Michigan	630,316		
Minnesota	Total State	115,486	(D)	Yes
	Contel of Minnesota	111,706		
	GTE North - Minnesota	3,780		
Missouri	Contel Systems Missouri	43,537	(C)	Yes
	KS State dba Missouri	7,151	(C)	Yes
	GTE North - Missouri	116,758	---	No
	Contel of Missouri	225,895	---	No
Nebraska	Total State	52,900	(C), (D)	Yes
New Mexico	Total State	80,093	(D)	Yes
	Contel New Mexico	37,880		
	GTE SW - New Mexico	42,213		
Nevada	Total State	29,328	(C), (D)	Yes
N. Carolina	Total State	291,853	---	No
	Contel of North Carolina	112,467		
	GTE South - N. Carolina	179,386		
Ohio	Total State	774,745	(D)	Yes
Oklahoma	GTE SW - Oklahoma	101,051	---	No
Oregon	GTE NW - Oregon	405,388	---	No
Pennsylvania	Contel of PA	60,415	(C)	Yes
	Quaker State	38,561	(C)	Yes
	GTE North - PA	489,729	---	No
S. Carolina	Contel of S. Carolina	19,889	(C)	Yes
	GTE South - S. Carolina	160,954	---	No

State	State or Study Area	Access Lines	Sec. 3(a) (47) Condition Met	Rural Exemption
Texas	Total State	1,651,192	---	No
	Contel of Texas	200,781		
	GTE SW - Texas	1,450,411		
Virginia	GTE South - Virginia	33,009	(C)	Yes
	Contel of Virginia	461,355	(D)	Yes
Washington	Contel NW - Washington	65,197	(C)	Yes
	GTE NW - Washington	669,916	---	No
Wisconsin	Total State	440,994	(D)	Yes
Saipan	Total Micronesia	15,000	(C), (D)	Yes
<b>TOTAL ACCESS LINES: 16,719,914</b>		<b>TOTAL QUALIFYING LINES: 4,436,350 (26.5%)</b>		

Section 3(a)(47) of the Act defines a "rural telephone company" as a local exchange company that meets any of the following conditions:

- A) Provides service to any study area that does not include an unincorporated area of 10,000 residents or more, or does not include any territory defined as urban by the Census Bureau.
- B) Provides service to fewer than 50,000 access lines.
- C) Provides service to a study area with fewer than 100,000 access lines.
- D) Has less than 15% of the access lines in communities of more than 50,000 as of February 8, 1996.



July 25, 1996

HQE01E63  
600 Hidden Ridge  
P.O. Box 152092  
Irving, TX 75038  
214/718-6330  
FAX: 214/718-1279

**Transmitted Via FAX and Overnight Mail**

Mr. R. Reed Harrison III  
Vice President  
Local Infrastructure & Access Management  
Regional Operations  
AT&T  
One Oak Way, Room 4ED103  
Berkeley Heights, NJ 07922

Dear Reed:

Thank you for your letter of July 19, 1996, regarding the substantial progress GTE and AT&T made in our continuing efforts to negotiate interconnection issues to closure. As you know, given the extraordinary amount of time and resources GTE has devoted to these negotiations, GTE remains committed to continuing negotiations in good faith, with the objective of reaching agreement outside the arbitration/litigation process. I seek your cooperation in making this happen.

You expressed concern in your letter about the discussion we had on the subject of continuing meaningful negotiations once AT&T files for arbitration. To be sure we are working from the same page on this matter, I offer the following observations:

- 1) It is my belief negotiations may be impaired during the arbitration process simply because of the demand on common resources to support both activities. GTE would prefer to devote 100 percent of our team resources to meaningful negotiations but may be unable to if these resources are diverted to meet the demands of preparing for arbitration. A case on point is, during our negotiations last week, AT&T filed a complaint against GTE with the California Public Service Commission. The subject of this complaint was AT&T's demand for electronic interfaces, which is one of the issues GTE & AT&T were in fact negotiating at the time of the filing. As a result, GTE was forced to redirect negotiation team resources that GTE had brought to AT&T's offices in Berkeley Heights, New Jersey for the expressed purpose of concentrated negotiations, not litigation. This action on AT&T's part, unfortunately, reduced the man hours that GTE

AGBR 003077



could spend on purposeful negotiations and raised the issue among GTE's negotiating team as to AT&T's interest in negotiating for the purpose of agreement versus developing an arbitration/litigation platform.

- 2) It seems to me, once AT&T files for arbitration, we will need to look to the arbitrator to set the guidelines for negotiations. This is a condition that may in final analysis prove beneficial and GTE will fully cooperate within the arbitration perimeters. In my June 14, 1996, letter to you, I indicated GTE would work with AT&T to activate the mediation provisions of the Telecommunications Act of 1996 (the Act), if AT&T was interested. Since AT&T has not pursued GTE's offer, we can only conclude AT&T feels the negotiation process is working well between GTE and AT&T. Reed, in this connection, I remain committed to the concept— negotiations are best handled without third party involvement; however, if AT&T decides to request arbitration, GTE will adjust to that environment.
- 3) Your letter correctly describes the request I made that AT&T agree not to file for arbitration until at least two weeks (or such shorter time period as might be appropriate) after the FCC interconnection order scheduled for release on August 8, 1996. My request was founded on a sincere desire to continue to work toward conclusion on outstanding issues including pricing. It is my opinion we should strive to do this over the next few weeks without the distractions that potential arbitration creates as well as allowing both parties an opportunity to consider the FCC order and its impact on negotiations. I believe this approach is constructive and will help us move forward in a positive manner. I am anxious to know if AT&T is willing to make this commitment. I look forward to your response tomorrow.

Mr. R. Reed Harrison III  
July 25, 1996  
Page 3

Reed, I would also like to thank you for your hospitality last week, the use of facilities afforded our team, and to extend a sincere thanks to your staff for their work effort.

Sincerely,

*Meade Seaman*

*for*

Donald W. McLeod  
Vice President-Local  
Competition/Interconnection

DWM:mlh

c: J. J. Beasley - AT&T  
D. Bennett - GTE  
M. Billings - GTE  
F. W. Compton - GTE  
R. Damji - AT&T  
J. W. Honabarger - GTE  
C. E. Nicholas - GTE  
J. C. Peterson - GTE  
M. C. Seaman - GTE  
R. H. Shurter - AT&T  
P. Walsh - AT&T

AGBR 003079